NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, February 13, 2024 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 890 2814 0567 Passcode: 508669
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

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

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 890 2814 0567 Passcode: 508669
Tuesday, February 13, 2024
6:00 PM

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

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ADDENDUM NO. 1 - Released February 9, 2024
(Items in *red* contain updated information)

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

2. Order of Business

3. Presentations
A. Proclamations and Awards

B. Special Presentations to Commission

3.A. Employee of the Year

4. Open Forum

5. Approval of Commission Minutes

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

*** Regular Commission Meeting - December 12, 2023**
*** Regular Commission Meeting - January 16, 2024**

12.12.2023 Draft.docx
01.16.2024 Draft.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Resident Services Board Report - Vice Chair Jose Parada

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Communications & Special Events Report (January 2024)

Communications SE Report.pdf

9.B. Traffic Enforcement Report (January 2024)

Monthly Traffic Report (January 2024) - FINAL.pdf

9.C. Police Accreditation Report (January 2024)

CFA Accreditation Progress Matrix for Jan 2024.pdf

9.D. Code Enforcement Report (January 2024)

Code Monthly Report January-2024.pdf

9.E. Capital Improvement Projects Report (January 2024)

Capital Improvement Projects Construction Summary 20240213.xlsx

10. Village Clerk's Report

10.A. Village Clerk's Report for January of 2024

PRR Log January 2024.pdf

11. Consent Agenda

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

11.A. A Resolution Amending the Budget for Fiscal Year 2023-2024 to Authorize Emergency Expenditures to Relocate the Village Records - Alba L. Chang, CMC

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EMERGENCY EXPENDITURES FOR THE RELOCATION OF VILLAGE RECORDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed budget amendment granting authorization for emergency expenditures associated with the relocation of Village Records.

Resolution Approving BA- Relocate Village Records
Exhibit A Budget Amendment -Storage Unit.pdf

11.B. A Resolution Approving a Proposal from CAP Government, Inc. for Customized Document Scanning Services in an Amount Not to Exceed Budgeted Funds - Village Clerk Alba L. Chang, CMC

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO C.A.P. GOVERNMENT, INC. FOR DOCUMENT SCANNING SERVICES TO DIGITIZE BUILDING DEPARTMENT FILES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposal from CAP Government Inc. for document scanning services.

Resolution -CAP Government - Document Scanning Services.DOCX
Exhibit A - CAP Government Scanning Proposal.pdf

11.C. A Resolution Amending the Budget for Fiscal Year 2023 -2024 for Additional Human Resources Consulting Services in an Amount Not to Exceed $20,000 - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EXPENDITURES FOR ADDITIONAL HUMAN RESOURCES CONSULTING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a budget amendment in the amount of $20,000 to cover additional Human Resources consulting services for the Village.

Resolution Approving B.A. for HR Consulting Services
Exhibit A Budget Amendment -Lagom HR 02.13.24.pdf
Resolution No. 2023-130 - Agreement LagoMHR Inc.pdf

11.D. A Resolution Approving a Contract with UKG for Human Resources and Payroll System to Automate the Human Resources Department and Amending the 2023-2024 Budget to Provide for the System Expenditures - Village Manager Ralph Rosado, PhD, AICP (Human Resources Manager Evelyn Herbello)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF HUMAN RESOURCES AND PAYROLL SYSTEM SOFTWARE FROM KRONOS SAASHR, INC. D/B/A UKG UTILIZING THE TERMS AND CONDITIONS OF COBB COUNTY, GEORGIA, CONTRACT #18221; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a contract with UKG, allowing the Village to fully automate the new Human Resources/payroll system.

Resolution- UKG for HR System - Cobb County
Piggyback.DOCX Exhibit A - NBV Proposal & PSA
08January2024.pdf Piggy Back - Omnia - UKG Contract
Kronos.pdf Exhibit B Budget Amendment Form-UKG.pdf

11.E. A Resolution Approving Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino for Treasure Island Elementary School and the Galleon Street Property - Sponsored by Mayor Brent Latham

Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
TIES-Galleon Site Plans 20231212.pdf
TIES-Galleon_Budget_20240206.pdf
Development and Construction Agreement (Galleon) - Clean.DOCX
Operations and Management Agreement (TIES) - Clean.DOCX
Development and Construction Agreement (TIES) - Clean.DOCX

Operations and Management Agreement (Galleon) - Clean.DOCX

11.F. A Resolution Approving Work Order 007-A1 to BCC Engineering, LLC in the Amount of $55,197.50 to Carry Out Supplemental Design, Permitting, and Post-Design Services for the North Bay Island Pump Station Improvements - Village Manager Ralph Rosado, Ph.D., AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AN AMENDMENT TO WORK ORDER NO. 007 TO BCC ENGINEERING, LLC FOR SUPPLEMENTAL DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR THE NORTH BAY ISLAND PUMP STATION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $55,197.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Resolution for BCC Engineering, LLC to carry out the scope of work provided in WO 007-A1 for an amount not to exceed $55,197.50.

Resolution Approving WO 007-A1 to BCC - NBI Pump Station.
DOCX WO 07-A1 NBI SW PS 2-6-2024 (partially executed).pdf

11.G. A Resolution Approving the Issuance of a Work Order to Atlantic Pipe Services (APS) in the Amount of $ 150,000 for Addition Manhole Repairs as Part of Ongoing INI Rehabilitation Work - Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2-A OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $150,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to issue a new PO to (APS) for manhole repairs as part of the ongoing INI repairs utilizing a transfer of $150,000 from PO #8774 (LMK) for lateral repair and pipe lining services.

Resolution Authorizing WO APS- Manhole Repairs - Phase
2A.DOCX Exhibit A. Additional APS Phase II Work Proposal Rehab
Plan Phase 2 Contractor Invoice Log.pdf

11.H. A Resolution Approving an EAC Consulting Inc. Supplemental Work Order (WO 011-A2) for Full Permit Acquisition for the Civic Park Project - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 2 TO WORK ORDER NO. 011 TO EAC CONSULTING, INC. FOR PERMITS AND PERMITTING SERVICES FOR THE CIVIC PARK PROJECT IN AN AMOUNT NOT TO EXCEED $7,862.00; AUTHORIZING THE ISSUANCE OF ADDITIONAL WORK ORDERS FOR UNANTICIPATED PERMITS AND PERMITTING SERVICES IN A CONTINGENCY AMOUNT OF $38,805.70; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution in the amount of $46,667.70 for the acquisition of four (4) permits for the Civic Park Project.

Resolution Approving WO to EAC for Civic Park - Permits.DOCX
Exhibit A -Work Order No. 11-A2 Civic Park amend 24-01-24.pdf
Exhibit B Budget Amendment Form-Civic Park.pdf
Civic Park Budget.pdf

11.I. A Resolution Approving a Proposal from Kimley-Horn and Associates, Inc in the Amount of $112,840.00 to Assess and Oversee Soil Remediation for the Galleon Street Redevelopment Project - Village Manager Ralph Rosado, PhD, AICP (Project Manager Carlos Llamas)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES RELATED TO PERMITTING, REMEDIATION, AND DEMOLITION FOR THE 1841-1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $105,340.00; APPROVING AN AMERICAN RESCUE PLAN ACT ADDENDUM TO THE CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. ; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposal from Kimley-Horn and Associates in the amount of $112,840.00 for Galleon Street redevelopment.

Resolution Approving WO to KHA for Galleon Street Project.DOCX
Exhibit A - Kimley Horn Redevelopment Project Proposal.pdf
Exhibit B - ARPA Addendum - KHA - Continuing PSA.DOCX
Exhibit C BA -Galleon Street Remediation.pdf
PHASE II ESA PWD Galleon St.pdf

11.J. A Resolution Amending the Fiscal Year 2023-2024 Budget to Transfer from Enterprise Fund Reserves to Provide For Sewer and Sanitation Funds - Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)

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

Approve a budget transfer of $ 25,000 to the Enterprise Fund Sanitation Department Contingency Account and $25,000 to the Sewer Department Contingency Account for unforeseen repairs to Sanitation and Sewer Vehicles and Other Repairs & Maintenance.

Resolution Approving BA - Sanitation Vehicles.DOCX
Exhibit A Budget Amendment Form-Contingency.pdf
Detail vs Budget Report Sewer & Sanitation.pdf

12. First Reading of Ordinances

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

12.A. An Ordinance Comprehensively Updating the Unified Land Development Code - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the proposed ordinance on first reading as presented by Staff.

1 - Ordinance 2024-XX- ULDC Clean Up.docx
2 - Exhibit A_ULDC Clean Up - 1st reading (DRAFT 02.06.24).pdf Notice of Public Hearing- DBR

13. Public Hearings

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

witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A. An Ordinance Amending Section 15.2.E.9 of the Unified Land Development Code Pertaining to Awnings - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.2.E.9 OF THE UNIFIED LAND DEVELOPMENT CODE, PERTAINING TO AWNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested action: Adopt as presented.

1 - Ordinance 2024-XX- Chapter 15_Awning Standards.docx
2 - Exhibit A_Chapter 15_Awnings- 1st reading (01.16.24).docx
Notice of Public Hearing - MH Affidavit.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP (CGA Planning & Grants Administrator Vickki Placide-Pickard via Village Planner Silvia E. Vargas, FAICP, LEED AP)

Provide further direction to Village staff regarding the Workforce Housing Program concepts and use of funds.

Workforce Housing Program Summary- Update 2.pdf

14.B. Discussion on Whether to Pause Capital Purchases Bearing the Village Name until Potential Village Name Change Is Determined - Village Manager Ralph Rosado, PhD, AICP

Staff is seeking Village Commission guidance to determine whether to proceed with the design and creation of capital items and perhaps other items bearing the North Bay Village name until it is determined if the Village may be changing its official name.

NBV Street Sign Details.pdf
NBV Street Sign Proofs.pdf
Miami Bay Islands - Street Sign Design Options 1-29-24.pdf

14.C. Discussion Regarding Damages Caused by the 7918 West Drive Project - Sponsored by Mayor Brent Latham

Damage and Cost Spreadsheet-Police and Public Works.pdf

14.D. Discussion and Status Update Regarding the Funding for Village Hall - Sponsored by Vice Mayor Dr. Richard Chervony

Discuss funding sources associated with the Village Hall project.

Village Hall Design Presentation 20231212.pdf
NBV FIRE STATION VILLAGE HALL_SCHEDULE (2024.0205).pdf
NBV DA Status and Payment Schedule.pdf
NBV FS 27 VH - Building SF Budget Totals 2024.0206_.pdf
Village Hall Fire Station - Sources of Funds.pdf
1601 79th St. Sunbeam Properties, Inc.pdf
1755 79 ST LGE NBV Development Agreement.pdf
1819-1855 79th St - North Bay Village Holdings, LLC.pdf
7940 West Drive -Development Agreement .pdf
7913 W. Drive - S2 NBV LLC- 01.05.2024- E-recorded.pdf

14.E. Discussion of the Current Value of the Village's Transfer of Density Rights (TDR) Units - Sponsored by Mayor Brent Latham and Vice Mayor Dr. Richard Chervony

NBV TDR Pool Tracker (Current as of 01.03.24).pdf
Survey of cities w-TDR Program.pdf

14.F. Discussion Regarding Update on the Island Walk Project - Sponsored by Mayor Brent Latham and Commissioner Andy Daro

Discuss status update for Island Walk project.
Island Walk Graphic.pdf
Island Walk Status and Priority List.docx
Timeline_Answer.docx
Kennedy House Island Walk Design Criteria Package.pdf
Islander Club Design Criteria Package.pdf

15. Adjournment

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

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Ralph Rosado, PhD, AICP, Village Manager

SUBJECT: Employee of the Year

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

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

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RECOMMENDATION

*** Regular Commission Meeting - December 12, 2023**
*** Regular Commission Meeting - January 16, 2024**

BACKGROUND AND ANALYSIS

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

* Regular Commission Meeting - December 12, 2023
* Regular Commission Meeting - January 16, 2024

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

12.12.2023 Draft.docx
01.16.2024 Draft.pdf

North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES
DECEMBER 12, 2023 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 811 2196 1650 PASSCODE: 026445

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1. Opening Items

A. Call to Order

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

B. Roll Call

The following members were in attendance:
Mayor Brent Latham
Vice Mayor Richard Chervony arrived at 6:18 p.m.
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

D. Invocation

2. Order of Business

The following order of business was established.

Items #13E, #13D, #14A, and 14A will be discussed together.
Item 11L and 11B were taken out of the consent agenda.
Item #13A will be taken after the consent agenda.

ACTION: Commissioner Streitfeld made a motion to establish the order of business. Mayor Latham 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 to Jerry Libbin, President & CEO, Miami Beach Chamber of Commerce

Mayor Latham presented a Proclamation to Mr. Jerry Libbin.

3.B Recognition of Police Officer of the Quarter

Chief of Police, Carlos Noriega came forward and acknowledged Sergeant Amy Gordon as Officer of the Quarter, July - September 2023.

3.C Presentation of Certificate of Merit to the NBV Police Department - *Sponsored by Mayor Brent Latham and Vice Mayor Dr. Richard Chervony*

Chief of Police Noriega recognized the Police Officer's efforts during a recent weather event in the Village.

3.D Recognition of Employees of the Month Rodolfo Santana and Alba Chang for Performing Life-Saving Efforts on a Child in Village Hall - *Sponsored by Commissioner Rachel Streitfeld*

Commissioner Streitfeld recognized Employees of the Month Rodolfo Santana and Alba Chang for performing life-saving efforts on a child in Village Hall.

4. Open Forum

Laura Cattabriga - 73430 Center Bay Dr.

5. Approval of Commission Minutes

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

* **September 28, 2023 - Regular Commission Meeting**
* **October 16, 2023 - Regular Commission Meeting**
* **November 9, 2023 - Regular Commission Meeting**

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

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

Vice Mayor Chervony wished everyone happy holidays.

DRAFT

Commissioner Streitfeld

- Submitted a request for light maintenance on Treasure Island.
- Attended the Southeast Florida Climate Conference.
- Participated in the Winter Wonderland and Menorah Lighting events.
- Attended the Town Hall meeting on the Treasure Island Parking Study, which received valuable feedback from residents.

Mayor Latham

- Reported the proposed Arhaus project will not proceed as planned.
- The possibility of a water taxi project is being explored.
- Requested for Staff to plan accordingly for next year's holiday lights.
- Asked Staff to advertise Christmas tree pick-up on the Village platforms.

8. Village Attorney's Report - None

9. Village Manager's Report

9.A Communications & Special Events Report (November 2023)
9.B Code Enforcement Report (November 2023)
9.C Stormwater Project Report (November 2023)
9.D Police Accreditation Report (November 2023)
9.E Traffic Enforcement Report (November 2023)
9.F Capital Improvement Report (November 2023)

Village Manager Ralph Rosado addressed the Village Commission and provided a brief update on the following items:

- Commented the Police and Public Works Department for a job well done during the recent storm event.
- Welcomed the new Special Events Coordinator Lili Torres.
- Extended an offer for the Human Resources Position.
- Provided a Stormwater Capital Improvements Report.

Mayor Latham recognized Commissioner Daro as the Commission Liaison/leader on the sidewalk project. He urged Commissioner Daro to continue to follow up with staff on the progress of the project.

Discussion on the North Bay and Treasure Islands sidewalk project, the scope of work for the landscaping segment was to be removed. Staff was asked to explore sidewalk landscaping could be done at the neighbor's request.

There was consensus for staff to bring back a design for Commission review.

DRAFT

Resident's Advisory Board Update

Nick Quay, Chair of the Community Enhancement Board came forward and provided the Village Commission with a report.

- The Board convened as the Public Art Committee to discuss upcoming art projects.
- The Island Walk project underwent a review.
- A recommendation was made for a sculpture photo frame at Vogel Park.
- The flat bridge project was discussed, pending approval of colors from FDOT.

10. Village Clerk's Report

10.A Village Clerk's Report for December of 2023

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A A Resolution Approving a Proposal from Granicus in the Amount not to Exceed $10,280.20 for a New Live Cast Encoder Hardware to Enhance the Village Public Meetings Portal - ***Village Clerk Alba L. Chang, CMC***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF GRANICUS LIVE CAST ENCODER HARDWARE APPLIANCE AND SOFTWARE SERVICES FROM GRANICUS, LLC IN AN AMOUNT NOT TO EXCEED $10,280.20; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.C A Resolution Approving and Adopting a Revised Village Flag Design - ***Ralph Rosado, Ph.D., AICP***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NO. 2023-133 APPROVING AND ADOPTING A NEW VILLAGE FLAG DESIGN TO REVISE THE ADOPTED FLAG DESIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A Resolution Approving a Contract with Tyler Technologies, Inc. for Software and Professional Services in the Amount of $88,947 Per Year for Three Years ***Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF EPL SOFTWARE AND PROFESSIONAL SERVICES FROM TYLER TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $88,947.00 PER YEAR FOR THREE YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Authorizing Negotiation and Execution of Such Agreements as may be necessary with the City of Miami for Joint Enforcement and Improvement Zone along NE 79th Street (Kennedy Causeway) - *Sponsored by Vice Mayor Richard Chervony, Commissioner Rachel Streitfeld, Commissioner Andrew Rotondaro, and Commissioner Goran Cuk*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NECESSARY WITH THE CITY OF MIAMI FOR PUBLIC SAFETY AND OTHER IMPROVEMENTS ALONG THE KENNEDY CAUSEWAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.F A Resolution Approving a Budget Amendment of $3,800 for the Allocation and Transfer of Non-Budgeted Appropriations from Federal Forfeiture Funds - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO ALLOCATE FEDERAL FORFEITURE FUNDS FOR THE ACQUISITION OF 56 GREEN TRITIUM 3 DOT SIGHT SETS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.G A Resolution Approving an Operation Stonegarden SubAward Agreement with Miami-Dade County - *Village Manager Ralph Rosado, Ph.D., AICP (Deputy Chief of Police Samuel Bejar)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN OPERATION STONEGARDEN SUBAWARD AGREEMENT WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

11.H A Resolution Approving a Contract with Jeff Whipple for the Vogel Park Sculpture Frame Project in an Amount Not to Exceed $15,000 - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING JEFF WHIPPLE FOR THE VOGEL PARK SCULPTURE FRAME PROJECT; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.I A Resolution Selecting 9 Top Ranked Firms Pursuant to RFQ#2023-005 for Professional General Engineering and Architectural Services - *Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson; Public Works Director Marlon Lobban)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING VARIOUS CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-005; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE TOP-RANKED CONSULTANTS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.J A Resolution Approving a Community Aesthetic Feature Agreement with the Florida Department of Transportation for the Village's Design, Construction, and Maintenance of a New Village East Entry Sign - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF A LOCAL IDENTIFICATION MARKER KNOWN AS THE EAST ENTRY SIGN ON STATE ROAD 934 (NE 79TH STREET/KENNEDY CAUSEWAY) ; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.K A Resolution Approving the Purchase of Software from Omnigo Software, LLC for $24,915.63 and Budget Amendment of $4,983.72 for the Allocation and Transfer of Non-Budgeted Appropriations from State Forfeiture Funds - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A QUARTERMASTER WEB SOFTWARE LICENSE FROM OMNIGO SOFTWARE, LLC IN AN AMOUNT NOT TO EXCEED $24,915.63; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

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

13.A A Resolution to Consider a Site Plan Application for Development of Village Hall and County Fire Station at 1335 79th Street Causeway (aka Sakura property) - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN APPLICATION BY NORTH BAY VILLAGE FOR DEVELOPMENT OF A GOVERNMENT FACILITY CONSISTING OF A VILLAGE HALL AND COUNTY FIRE STATION COMPLEX AT 1335 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

Village Clerk Chang read the resolution title into the record.

Village Planner Silvia Vargas introduced the site plan application of Village Hall and County Fire Station to be located at 1335 79 Street in the TC 24 District.

Rafael Labrada and Natalia Livian came forward and provided a detailed overview of the project which included:

- ADA-accessible building.
- Provided an overview of the green building options and points.
- The second level consists of a gym and 21 parking spaces.
- Third level, 33 parking spaces.
- 4th level, police parking control.
- Concerns were raised regarding the sun exposure and maintenance of the green wall.

Village Manager Rosado explained that the project would be carried out in two phases, with an estimated cost of approximately $41 Million. The construction of the Fire Station and the full shelf, costing around $34 Million, would not include administrative offices on the 5th floor. The projected timeline for the project is to commence in June 2025, with an estimated completion date in 2026.

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

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

At this time Village Clerk Chang read the title of the resolutions into the record for items #13D, #13E, and #14A relating to the 7913-7915 West Drive project.

13.D A Resolution Considering a Request by S2 NBV, LLC for a Variance to Permit a Reduction of the Parking Requirement for a Project at Approximately 7913-7915 West Drive - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAYVILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY S2 NBV, LLC CONCERNING PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE FROM PARKING REQUIREMENTS TO PERMIT THE PROVISION OF 177 SPACES WHERE 245 WOULD BE REQUIRED; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER OF PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Planner Silvia Vargas presented the variance request and site plan application for 7913 West Drive. She mentioned that the approval of the site plan is contingent upon the approval of the variance request by the applicant. The Planning & Zoning Board has recommended approval of the proposed project.

Attorney Graham Penn provided a comprehensive overview of the applicant's request for the variance and site plan application which included:

- 240 feet in height
- Long term residency
- Amenities on the ground floor/pedestal
- Will serve as a starting point for accessing the Island Walk

The terms of the Development Agreement included:

- Height bonus of $282,000 within 90 days of approval; and
- Transfer of Density Rights (TDR') valued at $1,430,000.
- $100,000 for parking spaces, if not connected to the Island Walk.

There was a brief discussion regarding the community contributions fees; the impacted parking spaces; concerns about the big white wall; conditions as part of the site plan approval to have valet parking service and island walk connection requirements.

DRAFT

Commissioner Streitfeld proposed adding a condition for staff to negotiate a use covenant or explore the option of incorporating public art on the façade of the South Wall.

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

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

13.E A Resolution to Consider a Site Plan Application for a Multifamily Residential Project to Be Located at Approximately 7913-7915 West Drive - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY S2 NBV, LLC, FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 94 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 22 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY; AND INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES, UP TO A MAXIMUM HEIGHT OF 240 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

14.A A Resolution Approving a Development Agreement with S2 NBV, LLC, Relating to the Proposed Mixed-Use Development Project for the Property Located at 7913 West Drive - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH S2 NBV, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT AT THE PROPERTY LOCATED ATAPPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

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

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

Village Clerk Chang read the resolution titles for Items #13B and #13C into the record.

13.B A Resolution Relating to a Use Exception to Allow Village-Owned Property Located at 1851 Galleon Street to Be Developed for Community and Recreational Facilities - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (COMMUNITY-SERVING RECREATIONAL FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

It should be noted that a revised version of the staff report and resolution was entered into the record by Village Attorney Sera.

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

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

13.C A Resolution to Consider a Site Plan Application for Development of a Community Center and Recreation Facilities at 1851 Galleon Street - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN FOR DEVELOPMENT OF A COMMUNITY CENTER AND RECREATION FACILITIES AT 1851 GALLEON STREET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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Architect Gustavo Bolanos came forward and presented the proposed site plan application for the development of a Community Center. He provided a brief description of the proposed project which included:

- Renderings of the proposed project.
- Interior layouts of the floor plan, gym, office area, museum, and second-floor plan.
- Explained the flood elevation of 2 feet or more.
- summarized the ADA features that included a charging station, solar water heater, and hurricane-resistant structure.

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

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

At this time Commissioner Cuk made a motion to reconsider the vote taken for Items#13 and #14A.

Commissioner Cuk then moved to withdraw his motion to reconsider that item.

13.F A Resolution to Renew a Use Exception for Temporary Sales/Marketing Offices to be Located at 7913 West Drive - ***Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION FOR PACIFIC & ORIENT PROPERTIES, LLC, TO MAINTAIN TEMPORARY SALES / MARKETING OFFICES ON PROPERTY LOCATED AT 7913 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the resolution titles for Items 13F and 11L into the record.

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

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

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11.L A Resolution Approving an Amended and Restated Exclusive, Temporary, and Revocable License Agreement for Street Parking and Extended Construction Hours with Pacific & Orient Properties LLC for the 7918 West Drive Project - *Village Manager Ralph Rosado, Ph.D,. AICP (Chief of Staff Leo Cosio)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED LICENSE GREEMENT WITH PACIFIC & ORIENT PROPERTIES LLC, FOR THE USE OF CERTAIN ON-STREET PARKING SPACES ALONG WEST DRIVE AND EXTENDED CONSTRUCTION HOURS DURING CONSTRUCTION OF THE 7918 WEST DRIVE PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony suggested landscaping between the trailers.

There was a brief discussion relating to the pathway; lack of parking for businesses located at 7904 West Drive; and the payment structure that would be amended to collect after the fact.

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

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

12. First Reading of Ordinances

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

12.A An Ordinance Regulating Electronic Campaign Finance Reports – Village Attorney Haydee Sera

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.9, "CAMPAIGN FINANCE REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR

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ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

13. Public Hearings

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

14. Discussion/Action Items

A. Unfinished Business

B. New Business

11.B A Resolution Establishing the Qualifying Period for the November 5, 2024, General Election - *Village Clerk Alba L. Chang, CMC*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE QUALIFYING PERIOD FOR THE NOVEMBER 5, 2024, GENERAL ELECTION; PROVIDING FOR DIRECTION TO THE VILLAGE CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

There was a brief discussion on the proposed qualifying period for the November 5th General Election.

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

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

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14.B Discussion on Selection of Colors for New Village Street Signs – *Village Manager Ralph Rosado, PhD, AICP*

A brief discussion took place regarding the suggested colors for the new Village Street signs. It was agreed upon by consensus to have signs that are dark blue with blue poles.

ACTION: Mayor Latham made a motion to approve the colors of new Village Street signs. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

14.C A Resolution Approving an Intergovernmental Agency Agreement with Miami-Dade County for Village-wide Installation of Branded Street Signs - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY FOR THE INSTALLATION OF VILLAGE-BRANDED STREET NAME SIGNS WITHIN THE VILLAGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

14.D Consideration and Appointment to Fulfill Vacancies to Resident Advisory Boards - *Village Clerk Alba L. Chang, CMC*

ACTION: Mayor Latham made a motion to appoint Marcos Zuniga Gutierrez to the Financial Advisory Board. Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

ACTION: Vice Mayor Chervony made a motion to appoint Sabrina Fasana to the Animal Control Board. Commissioner Cuk seconded the motion, and it passed by unanimous voice vote.

14.E Discussion and Approval of a Resolution Setting the Village Commission Meeting Dates for the 2024 Calendar Year - *Village Clerk Alba L. Chang, CMC*

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2024 COMMISSION MEETING SCHEDULE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A brief discussion took place regarding the proposed 2024 Commission meeting calendar, including a request to reschedule the meeting to January 16, 2024. It was agreed upon to make the change to the January meeting, while the discussion on the summer recess will be postponed to a later date.

ACTION: Vice Mayor Chervony made a motion to approve the proposed 2024 Commission Meeting with the January meeting scheduled for January 16, 2024. Commissioner Cuk seconded the motion.

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

14.F Discussion of Assorted Items - *Sponsored by Vice Mayor Dr. Richard Chervony*

Vice Mayor Chervony inquired about the status of several matters, including:

- Treasure Island Elementary School (TIES) lighting: Chief of Staff Cosio is coordinating with Florida Power & Light, but there may be a need to purchase the lighting equipment.
- Village Observed Holidays: Vice Mayor Chervony requested a list of all the Village closures. Village Manager Rosado responded that the Village will be closed on December 26th and January 2nd, with early closure of administrative offices on December 23rd and December 29th.
- Sunbeam Action Plan: Vice Mayor Chervony requested a schedule of action.
- Workforce Housing: Village Manager Rosado mentioned collaborating with Calvin Giordano & Associates to design program options.
- Lobbying in Tallahassee: Vice Mayor Chervony expressed the need for a concise presentation of projects to State legislators.
- Lobbying in Washington, DC: Chief of Staff Cosio informed about efforts to establish a working relationship with Congresswomen to address the Village's requests.

15. Adjournment

Mayor Latham made a motion to adjourn the meeting. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

The being no further business to discuss the meeting was adjourned at 11:42 p.m

DRAFT

Accepted this 13th day of February 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang,
Village Clerk

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
JANUARY 16, 2024 - 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 853 9335 2557 PASSCODE: 984580

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1. Opening Items

A. Call to Order

Mayor Lathan called the meeting to order at 6:08 p.m.

B. Roll Call

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

C. Pledge of Allegiance

The pledge of allegiance was recited.

D. Invocation - None

2. Order of Business

There was a consensus to set item #14B last on the agenda and Item #11C was pulled from the consent agenda for discussion.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Recognition of Master Sergeant Peter Guevara and Sergeant Manuel Casais

Chief of Police Carlos Noriega recognized Master Peter Guevara and Sergeant Manual Casais.

4. Open Forum

- Mauritz Acosta

5. Approval of Commission Minutes - None

6. Advisory Board Minutes/Written Reports - None

7. Village Commission's Report

Commissioner Rotondaro

- Reminded residents about the Pilates at the Park program at Vogel Park.
- He expressed interest in discussing a potential name change for North Bay Village in a future agenda item.

Commissioner Streitfeld

- Reminded residents about the upcoming Town Hall meeting on January 17th regarding single-family homes on Treasure Island.
- She also congratulated Staff on a great job on the mediums on North Treasure Island.

Vice Mayor Chervony

- Vice Mayor Chervony expressed gratitude to the Village Commission for appointing him as the Commission Liaison for the Charter Review Board.

Mayor Latham

- Thanked Vice Mayor Chervony for attending the 500 Role Models breakfast event.
- Recognized Lili Torres as the "Mayor Employee of the Month". He expressed appreciation to Ms. Torres for her outstanding coordination of recent Village events.
- He informed the Village Commission he would be traveling to Tallahassee to address multiple ethics complaints and defend himself before the Commission on Ethics.

8. Village Attorney's Report

9. Village Manager's Report

9.A Communications & Special Events Report (December 2023)
9.B Code Enforcement Report (December 2023)
9.C Police Accreditation Report (December 2023)
9.D Traffic Enforcement Report (December 2023)
9.E Capital Improvement Report (December 2023)
9.F Stormwater Projects Report (December 2023)

10. Village Clerk's Report

10.A Village Clerk's Report for December of 2023

11. Consent Agenda

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

DRAFT

11.A A Resolution Approving a Contract with The Monestime Firm (Regine Monestime, Esq.) for Special Master Services - Village Manager Ralph Rosado, Ph.D., AICP (Orlando Rodriguez, Code Enforcement Director)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE MONESTIME FIRM FOR SPECIAL MASTER SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.B A Resolution Authorizing Participation in a Lawsuit Seeking Declaration that Provisions of §112.144(1)(d), Florida Statutes, that Require Municipal Elected Officials to File Form 6 Financial Disclosure Forms is Unconstitutional and Invalid

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A Resolution Approving a Contract Award for Invitation to Bid 2023-007 to Dock & Marine Construction Corporation for the Construction of the Vogel Park Marine Facility in the Amount of $457,067.52 - ***Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2023-007 TO DOCK & MARINE CONSTRUCTION CORP FOR CONSTRUCTION SERVICES FOR THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $457,067.52; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Authorizing Work Order No. 015 with Stantec Consulting Services, Inc. in the Amount of $52,816.00 to Provide Construction Engineering Inspection (CEI) Services for the Vogel Park Marine Facility Project - ***Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF WORK ORDER NO. 015 TO STANTEC CONSULTING SERVICES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE VOGEL PARK MARINE FACILITY

DRAFT

PROJECT IN AN AMOUNT NOT TO EXCEED $52,816.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.F A Resolution Ratifying Emergency Repairs to the Public Works Sanitation Truck #1802 in the Amount of $21,998.40 - ***Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1802 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTERS - MIAMI IN AN AMOUNT NOT TO EXCEED $21,998.40; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.G A Resolution Approving an Agreement with Carr, Riggs, & Ingram LLC (CRI) for Accounting Consulting Services in an Amount Not to Exceed $50,000 - ***Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

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

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

At this time the following items were taken out of order during the order of business.

14.C Discussion and Status Update on the 7918 West Drive Project

Vice Mayor Chervony stated that the project has paid all of its license agreement fees but has off-duty police fees that are still outstanding.

Village Manager Rosado stated he was exploring options to have the project repaved the Right of Way.

Mayor Latham asked how much was paid to the Village for construction bond.

Attorney Brian Adler informed the Village Commission that he has reached out to the client/ property owner to provide an update on the outstanding fees for off-duty police.

DRAFT

Vice Mayor Chervony asked if the Sales Office was still open for business? Mr. Adler responded that the client was exploring different opportunities, but the Sales Office remained open for business.

Vice Mayor Chervony asked if he should reconsider the previous vote taken on the parking agreement. Village Manager Rosado recommended that the Commission not reconsider the parking agreement and allow the agreement to stay in place, as approved.

Mayor Latham asked for Staff to provide a summary of how much the project has been paid toward parking.

Chief of Staff Cosio provided a brief breakdown of fees collected so far:
$250,000 - Vogel Park Community Contribution fees.
$395,000 - Civic Park Community Contribution fees.
$781,000- fees collected from parking agreement.

11.C A Resolution Approving a Agreement with Soccer For Peace Foundation, Inc. dba Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES IN AN AMOUNT NOT TO EXCEED $15,840 FOR THE TERM AND IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR ANY RENEWAL TERMS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado clarified that the proposed agreement is for additional programming to satisfy the grant requirements.

Commissioner Streitfeld encouraged the Village staff to explore additional activities to provide for residents. She expressed her desire for the Village to be more inclusive by offering programs such as STEM education and a diverse range of sports.

Danielle Dubuc of Futbol con Corazon (FCC) clarified that the proposed programming was aimed at creating leadership and mentorship for the youth. It will also partner with the Children's Trust and FIU to offer a parent club for guidance on social media and bullying.

DRAFT

Village Manager Rosado stated the Village will explore other options and can provide supplemental programs.

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

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

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.

At this time Village Manager Rosado introduced Evelyn Herbello as the new Human Resources Manager to the Village Team.

12.A An Ordinance Comprehensively Updating the Unified Land Development Code - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

Village Planner Vargas introduced the proposed ordinance on first reading updating the Unified Land Development Code. She explained the proposed amendments included updates to the development application process, development review; driveway coverage; language on pervious coverage on the front yard, and chapter 15 relevant to awnings.

DRAFT

ACTION: Vice Mayor Chervony made a motion to defer the proposed ordinance to the February Commission meeting to allow the Village Commission to further review. Commissioner Cuk seconded the motion.

There was consensus to defer the proposed ordinance on first reading to the February Commission Meeting.

A brief discussion ensued on a separate amendment to Chapter 15 relating to awnings.

Commissioner Cuk withdrew his motion to defer so the Village Attorney can review to move an ordinance on first reading as a newly added ordinance on awnings.

At this time Village Attorney Sera introduced a new agenda item for an ordinance on first reading.

DRAFT

13.C An Ordinance Amending Section 15.2.E.9 of the ULDC Pertaining to Awnings

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.2.R9 OF THE UNIFIED LAND DEVELOPMENT CODE, PERTAINING TO AWNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney Sera read the ordinance title into the record.

ACTION: Mayor Latham made a motion to approve the proposed ordinance on first reading. Commissioner Rotondaro seconded the motion.

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

12.B An Ordinance Adopting an Amendment to the Village's Water Supply Facilities Work Plan - ***Village Manager Ralph Rosado, Ph.D., AICP (Consulting Planner Alex David, AICP through Village Planner Silvia E. Vargas, FAICP)***

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve the proposed ordinance on first reading. Vice Mayor Chervony seconded the motion.

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

13. Public Hearings

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

13.A An Ordinance Regulating Electronic Campaign Finance Reports – Village Attorney Haydee Sera

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING SECTION 34.9, "CAMPAIGN FINANCE REPORTS," OF THE VILLAGE CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRONIC CAMPAIGN FINANCE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

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

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

14. Discussion/Action Items

A. Unfinished Business

DRAFT

B. New Business

14.A Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP

Vickki Plackard introduced the discussion and provided an overview of the proposed program included:

- Rental Assistance for deposits;
- Downpayment assistance for employees aspiring to become homeowners; and
- Resilience measures:
  - Allow homeowners to cover expenses such as the replacement of windows and doors.
  - Other needed property improvements.

Vice Mayor Chervony suggested implementing interest-free loans to ensure funds can be repaid and used for others, along with proposing a cap on rental assistance for a maximum of six months.

Commissioner Streitfeld recommended including a provision that restricts the use of funds for property work without proper permits. She also urged the Commission to consider using loans or grants for the recertification of existing buildings.

Commissioner Rotondaro requested prioritizing existing residents for rental assistance and special assessments.

The discussion briefly touched upon whether the funds should be provided as loans or grants, with consensus leaning towards low-interest loans.

Village Manager Rosado will explore the need for an ordinance to facilitate loans and/or assist with utility bills.

Mayor Latham recused himself for item #14B.

14.B A Resolution Authorizing Payment of Legal Bills in Ethics Defense

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PAYMENT FOR LEGAL SERVICES RELATING TO THE LEGAL DEFENSE OF MAYOR BRENT LATHAM BEFORE THE MIAMI-DADE COUNTY COMMISSION ON ETHICS

DRAFT

AND PUBLIC TRUST; AUTHORIZING ADDITIONAL PAYMENTS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

15. Adjournment

Vice Mayor Chervony made a motion to adjourn the meeting. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

The being no further business to discuss the meeting was adjourned at 8:53 p.m

Accepted this 13th day of February 2024.

DRAFT

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Resident Services Board Report - Vice Chair Jose Parada

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Resident Services Board Chair, Jose Parada, will present a report to the Village Commission regarding the recent recommendations and discussions held by the Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (January 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events January 2024 report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Communications SE Report.pdf

Communications & Special Events Engagement Report

The Communications Department has launched a new weekly newsletter via e-mail marketing company, Constant Contact. The 'Island Insider: News from the Heart of the Bay. We highlight our weekly win, part of '52 weeks, 52 wins,' which links back to our Village website. Our newsletter, designed like a newspaper, highlights our Village initiatives, events and newsworthy updates. Since this launch, we've had several residents giving positive feedback and submitting responses when engagement is requested. Ahead of our Spring Parking Study meeting, we have received numerous messages via actionteam from residents responding to our requests. It's clear this communication method has been effective.

The Village's approach to storytelling through captivating videos has garnered remarkable engagement. The introduction of new storytelling videos has not only effectively communicated the Village's narrative but has also establishment a meaningful connection with the community, fostering a sense of pride and identity. This strategic communication initiative has proven to be a powerful tool in conveying information and building a strong rapport with residents.

SOCIAL MEDIA ANALYTICS/VIDEOS

On *Instagram*, our NBV account has 2,822 followers and an 14.83% increase in engagement. We've gained ~100 followers since last month.
On *Facebook*, our NBV account has 2,000 followers with 22,000 impressions.
On *Twitter*, our NBV account has ~1,200 followers.
On *LinkedIn*, our NBV account has 55,000 impressions and a 10% increase in engagement since last month.
Newly released NBV videos have increased our social media engagement rate significantly and have received hundreds of views.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Report (January 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (January 2024) - FINAL.pdf

North Bay Village Police Department
Memorandum

Date: January 31, 2024

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

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

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of January, 2024. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and/or citation of drivers, public education and raising awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 254 – Speeding Citations
- 54 – Criminal Citations
- 79 – Moving Violation Citations
- 253 – Non Moving Citations
- 29 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 3 – Criminal Citation
- 21 – Moving Violation Citations
- 16 – Non Moving Citations
- 10 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 5 – Criminal Citations
- 16 – Moving Violation Citations
- 12 – Non Moving Citations
- 6 – 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:

- 713 – Citations
- 45 – Warnings
- 112 – Parking Citations

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Police Accreditation Report (January 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Background

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

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

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

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

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

Benefits of Attaining Accreditation

TO THE COMMUNITY

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

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION

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

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

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

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

TO THE OFFICERS

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

Major Tasks Towards Achieving Initial Accreditation

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

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

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

Timeline to Completion

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

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

The completion timeline (originally planned for Q4 ’21) has been delayed as a result of issues related to the COVID-19 Pandemic and the continuing dialogue and dynamic environment surrounding Police Reform. It remains highly variable with multiple unknowns as a result of these disruptions. The NBVPD continues to make progress on the path towards accreditation. Working within the many limiting factors resulting from these events, we continue to push on with the goal and have set a date for the Mock Assessment in January 2024.

Evaluation of the Values Depicted in the Attached Progress Matrix

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

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

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

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

Accreditation as an Industry Standard

Accreditation standards are established by two, though interrelated, distinct processes. CALEA (the Commission on Accreditation for Law Enforcement Agencies) - a national standard that is focused on large agencies, and by Accrediting Agencies established within individual state criminal justice systems.

Currently 37 of the 50 states have Accrediting Agencies, of which Florida is one - CFA (Florida Accreditation Commission).

There are approximately 18,000 law enforcement agencies in the USA, and of those, approximately 940 are nationally (CALEA) accredited.

There are approximately 400 law enforcement agencies in Florida, and of those some 115 - or less than 29% - currently hold CFA accreditation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CFA Accreditation Progress Matrix for Jan 2024.pdf

CFA Accreditation Progress Matrix for January 2024

	July '19 Baseline	Dec '23 Status	Jan '24 Status	Task Highlights
LEAC Templates	40%	100%	100%	• Received 40 of 40 policy templates • Reviewed 39 templates and modified 37 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	100%	100%	• Added legal bulletins • Uploaded new policies • Identified Additional Training Needs and Conducted Training on Training Module Department-wide
Creation of new and modification of existing Time Sensitive Reports	0%	99%	99%	• The process of identifying all reports produced by the Agency is complete. • Creation of Missing Report has started.
Training of Sworn and Civilian Staff on CFA process	0%	100%	100%	• Completed preparing training package • Training was delivered in September
Inspection of Facilities and Functions of the Agency	0%	99%	100%	• The inspection process of the physical plant and agency functions is an on-going project. • Transfer from remote facility to main building complete for Property and Evidence. • Transfer from old armory to new armory complete

Review and Modification of Policies (232)	0%	99%	100%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	100%	100%	• Collected 280 Proofs of Compliance for CFA Standards (approximately 330 proofs total) • Began proof collection structured process. 55 proofs in progress • Identified proof assignments • Conducted training for all supervisors
Collection of Proofs of Compliance 2022	0%	97%	100%	• Collected 100 Proofs of Compliance for CFA Standards • New year requires additional proofs
Policies Reviewed by Employees on PowerDMS	0%	100%	100%	• Training completed and policy signatures beginning
Policy Modification	0	158	163	• Policies modified to conform with changes to CFA standards and Law

Property Disposal	N/A	78%	88%	• Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	94%	100%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	85%	100%	• Highlighting policies and scanning and adding proof to PowerDMS
Creation of New Policies to comply with standards changes	0	157	160	Added newly created policies to comply with changes to the accreditation standards
Pre-Mock on-site Assessment	N/A	Pending	Conducted	Pre-mock took place on December 19th. Awaiting feedback from assessors.

Mock on-site Assessment	N/A	Pending	Complete	Mock complete. No Major Issues Numerous Minor Policy Modifications Numerous Minor Proof Modifications Creation of Forms
CFA on-site Assessment	N/A	Pending	Pending	Scheduled for March, 19-21 2024
Total Estimate of Overall Progress	5%	98%	99%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (January 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $12,775.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report January-2024.pdf

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		

	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				
1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		

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

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

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

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

7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00			
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	(1) of (5)
7552 Bounty Ave	Trash	Warning	2/28/2022				
7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

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

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

Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		
	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	(1) of (3)
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				

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

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

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

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

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

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

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

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

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

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

7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			
7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	(1) of (3)
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWp	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	(1) of (3)
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	(1) of (3)
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		

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

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

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

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

7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00			
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		Yes	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		
	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

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

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

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

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

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

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

7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		

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

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Capital Improvement Projects Report (January 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Per Project

PERSONNEL IMPACT
NONE

ATTACHMENTS
Capital Improvement Projects Construction Summary 20240213.xlsx

Key Capital Improvement Projects Construction Summary (2/13/24)					
(Organized by Expected Construction Completion Dates, unless Otherwise Indicated)					
Proj. #	Proj. Name	Scope	Start Date	End Date	Notes
1	Public Art: Vogel Park Photo Frame Sculpture	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	1/15/24	2/13/24	Work is underway.
2	Inlet Filters - Phase I	Installation of 48 upward flow customized stormwater drainage filters on existing inlets on NBI & TI.	10/1/23	2/15/24	In design phase for each individual (i.e. custom) filter. New state contract in the amount of $150k for Phase II to complete installation of filters in the remaining drainage structures (total of 98 filters for phase I & II). QR Code drain markers are manufactured and ready to install after web app review with NBV PW team. Design, manufacture and install of remaining filters by 2/15/24. Data analysis of filter debris to continue to 4/24.
3	TI ADA - Ph II	Repair/replace sidewalks/curbs/gutters; install audible beacons on causeway	10/9/23	4/1/24	FDOT new contract delayed start date. Construction is about 70% complete with all concrete work done. Audible beacons to be installed to complete project. Contractor awaiting permit from County traffic division.
4	Public Art: Paint FPL Infrastructure Vault	Add mural to FPL vault in front of Civic Park. Sponsored by Comm. Cuk.	3/1/24	4/1/24	Artist selected. FPL approval secured on 10/25/23. FPL performing renovation work on vault delayed artist start date.
5	Street Signs	Ultimately replace all NBV street signs	3/15/24	4/15/24	Fabricator was approved by commission in Oct 2023. Commission to decide if project should be paused, until NBV name change is determined, at 2/13/24 meeting.

6	TI Parking Study	The study will develop parking management strategies that will accomplish three objectives: a. identify how much parking is provided in the study area. b. identify if parking demand exceeds supply. c. identify feasible parking management strategies that are satisfactory to residents and businesses.	11/29/23	5/31/24	This is not a construction project but may lead to physical changes of some sort. Steering Committee of residents formed and met. Parking Study Town Hall held on 11/29/2023. Data collection underway.
7	Sanitary Sewer Improvements	Complete assorted moratorium-related improvements	Spring '22	6/30/24	SSES corrective action repairs have been made to the Hispanola, S. Treasure and Village Hall basins. Tests failed on Village Hall & S. Treausure basin. Additional Night Flow Testing scheduled for June 2024. Corrective repairs to Hispanola Basin should be complete by Feb 16 with the smoke testing scheduled the following week. Additional analysis of the S. Treasure basin is being done to determine the amount of INI reduction. Initiatal analysis suggest a 37% reduction, but not below the Couty threeshold.
8	New Tree Plantings at TIES	Plant additional trees along TIES perimeter.	5/1/24	7/30/24	Grant and SFM planting contracts to be approved at 2/13/24 commission meeting.

9	New or Repaired Crosswalks & Sidewalks on All Islands	Phase I: Add 6 crosswalks on HI; complete sidewalk network on HI. Phase II: add 20 crosswalks on TI; repair and replace cracked, broken sidewalks, curb & gutters on TI; add 1 path at entrance of NBI (connecting Coquina & Center Bay)	Phase I: Summer '24; Phase II: TBD	Phase I: Summer 2024; Phase II: between 8/31/25 and 8/31/27, or perhaps sooner if FDOT expedites construction funding, based on successful completion of design/ permitting; if FDOT funding not expedited, then NBV can pursue paying for sidewalks via Reserves.	This project combines contracts for federal ($426K) & state ($350K) funding with a $350K NBV local match and was approved at 9/28/23 commission meeting. Work order for design approved at 11/9 commission meeting. Design underway.
10	Island Walk N Plaza	Construct North Plaza scenic area plus NBV east entry sign	1/15/24	8/30/24	FDOT new contract and a bat survey delayed start date. Contractor in process of obtaining drainage permits from DERM. Contractor to pull construction permit from Village and lane closure permit from FDOT. Contractor submitted permit application to Village; it is under review.

11	TI WW Pump Station Improvements	Demolish existing building on Galleon St and underground pump station, remove and replace existing pump station on Hispanola Ave, replace electric panel on S Treasure Dr. Replace Village Hall pump station as well.	7/31/23	8/30/24	Demo quotes secured; upcoming activities: installation of valve vault, force main pipe, fittings and valves installation, installation of Water Service
12	TIES Park	Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	5/1/24	10/1/24	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being renegotiated.
13	Complete Streets - Short Term Improvements (Bus Shelters & TI Decorative Crosswalks)	Ultimately install 7 bus shelters on Kennedy Causeway throughout village and pedestrian crosswalks on TI	Spring '24	Fall '24	$414,000 in total to spend from FDOT grant. Bus shelter being designed by BCC Engineering; fabrication to be bid out, for commission approval by Jan 2024. The # of shelters installed will depend on price. These two projects are combined because they are being paid for by same grant program (County Incentive Grant Program). Received FDOT approved change of scope Supplemental Agreement approval. Project design underway. 90% design submittal to the Village under review.
14	Vogel Park Marine Facilities	Install kayak launch and marine patrol dock	3/15/24	Fall '24	Initial Invitation to Bid (ITB) did not yield responses and was readvertised on 10/20/23, bid opening held 12/8/23, one submittal received, and anticipated construction contract at 1/16/24 commission meeting.

15	NBI Stormwater System Improvements	Replace NBI stormwater pump station with new, better one	Spring '24	Fall '24	Negotiating easement agreement with affected property owner, for approval at 1/9/23 commission meeting. Owner agreed to provide 5' easement on north side of property. PW looking for alternate location or arrangement. Funding extension to April 2024 to be approved by DEP. Designer has proposed alternate design reducing the dependence on an easement to complete the design.
16	Civic Park Recreational Improvements	Add walking/nature trail, splash pad, kayak launch, living shoreline	Fall '24	Fall '25	Design is at 90% completion. Permitting elements in bay can be lengthy/unpredictable.
17	Galleon St Community Center	Construct community center and outdoor rec. amenities at Public Works site	Summer '24	Fall '25	MDCPS and NBV approvals granted in October 2023; NBV/AFA contracts being (re)negotiated. Phase II environmental assessment completed. Kimley Horn remediation proposal on 2/13/24 commission agenda.
18	Village Hall	Construct village hall/fire rescue complex	6/23/25	12/31/26	In design phase.
19	Kennedy Causeway Complete Streets	To conduct a Lane Reduction Study along 79 St. (JFK Causeway), to include context classification, traffic analysis, and forecasting, ultimately resulting in construction improvements	TBD	TBD	In traffic study/forecasting phase. FDOT sent latest set of comments to NBV/Stantec. Stantec to respond by 11/15/23. Design or construction schedule not yet set. Village commission to have sunshine meeting with FDOT D6 Sec. Miller to discuss flat bridge PD&E and this project.
Completed					
Proj. #	Proj. Name	Scope	Start Date	End Date	Notes
1	Tree Planting at TIES	Planted 48 shade trees at TIES	8/2/23	8/30/23	

2	Hispanola Ave Roadway Improvements	Segregated left green arrow and pedestrian walk signal, so that drivers are not encouraged to approach and endanger pedestrians; other minor (e.g. restriping and repaving) improvements	5/1/23	9/30/23	This is an FDOT (not NBV) project, but NBV advocated for the pedestrian improvements and more recently asked for the full intersection to be paved. They complied.
3	Kennedy Causeway Median Beautification	Added 10 royal palms and groundcover on causeway medians	6/15/23	9/30/23	
4	TI Bulbouts and N. Treasure Drive Medians	Install green island ficus in bulbouts; install plantings reflecting Curtis & Rogers design in N. Treasure Dr. medians	10/4/23	11/1/23	
5	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	12/1/23	2/1/24	

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk's Report for January of 2024

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

The primary responsibilities of the department include but are not limited to Records Management, Administrative Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General and Special Elections.

AGENDAS / POSTINGS

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

Village Commission	Planning & Zoning Board	Residents Advisory Boards	Town Hall, Special Magistrate, others
1	0	4	4

PUBLIC NOTICES

The Village Clerk's Office issued a total of eleven (11) Public Meeting Notices during January of 2024. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

EXECUTION OF DOCUMENTS

Ordinances	Resolutions	Agreements / Contracts
1	7	6

RECORDS MANAGEMENT

* The Village records have been successfully transferred to a temperature control environment. The relocation will maintain the preservation of the records.

* I am currently developing a scanning strategy plan for the property files within the Building Department.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

PRR Log January 2024.pdf

Public Records Request Log - January 2024						
DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE	COMMENTS
1/1/2024	Alison Pizarro	Police	Soliciting information for case # 20230073005	N/A		pending afidavit
1/2/2024	Pamela Yangali	Police	copy of case # 20230073005	N/A		pending afidavit
1/4/2024	Chana Grafals	Building	copies of the Roof inspection, Electrical inspections, and Balcony inspection reports for property 1880 S. Treasure	N/A	1/24/2024	
1/4/2024	Dyan Martis	Village Clerk	requesting a copy of a death certificate for: Jorge Manuel Quinta Fiera Martins	N/A	1/5/2024	
1/8/2024	Chelsea Asencio	Police	copy of BWC for case #202400001217	N/A	1/8/2024	
1/8/2024	Janell Behar Vega	Building	copy of Roof Inspection, Electrical Inspection, and Balcony Inspection Reports for property 1800 S. Treasure	N/A	1/8/2024	
1/10/2024	Justing Cromartie	Code	requesting all of the code violations for the past 3 months for North Bay Village, not a specific address but all of the addresses that have received a violation, or have an open violation.	N/A	1/11/2024	
1/11/2024	Roman Naumov	Building	requesting risk assessment and mitigation report that the Shoma developer submitted for approval to the Village	N/A	1/18/2024	

1/11/2024	Avery Jackson - Permit Runners Florida	Building	request the permit history for the following three properties. 1. 7904 WEST DR UNIT: 1101 NORTH BAY VILLAGE, FL 33141 2. 7904 WEST DR UNIT: 1102 NORTH BAY VILLAGE, FL 33141-5592 3. 7904 WEST DR UNIT: 1103 NORTH BAY VILLAGE, FL 33141-5592	N/A	1/11/2024	
1/11/2024	Grant Miller	Communications	copies of your municipality's email distribution list such as all municipal/city subscribers of your outgoing publications, monthly newsletters, and elected officials' newsletters.	N/A	1/16/2024	
1/14/2024	Roger Alvarez	Police	requesting BWC footage for case #230000061582	N/A	1/16/2024	
1/15/2024	Mabel Sifuentes	Building	requesting recent building plans for 7516 Bounty Avenue	N/A	1/29/2024	
1/17/2024	egilrz@gmail.com	Communications	requesting the resident email list used for the Village Newsletter	N/A	1/24/2024	
1/17/2024	John Senis	Building	requesting roof permit for property 1865 79 street causeway	N/A	1/18/2024	
1/17/2024	Breanna Simmons	Police	BWC Footage for case #202300070009	N/A	1/17/2024	

1/18/2024	Michael Gunderson	Building	requesting a copy of the list of buildings (Including condominiums, commercial, municipal, etc.) that were mailed notice of recertification being required in the next 90 days, or by 2025. Either 25 year, 30 year, 40 year, or 50 year recertification, along with "milestone inspection" whichever is applicable for City of North Bay Village.	N/A		waiting on response from building official
1/18/2024	Julissa Aquino	Public Works	request the atlas/asbuilts of the existing water and sewer within the public right of way of NE 79th Street (JFK Causeway) and Adventure Ave. Specifically within the right of way abutting 1400 79th Street Cswy North Bay Village, Florida.	N/A	1/18/2024	
1/19/2024	Sisi Carnero	Building	requesting copy of floor plans for property 1801 S. Treasure Drive, apt. 315	N/A	1/29/2024	
1/21/2024	Toumas Karjalainen	Police	requesting copy of case #202300009264	N/A	1/23/2024	
1/22/2024	Camille Allen	Police	DCF are requesting call outs and police reports for the individuals found on attachment	N/A	1/25/2024	
1/23/2024	Pedro Galdamez	Building	requesting approved plans for Blue Bay Tower located at 7929 West Dr.	N/A	1/23/2024	
1/23/2024	Morgan Neiner	Police	requesting copy of case # 201900015483	N/A	1/23/2023	
1/23/2024	Gabriela Montiel	Communications	requesting the list of all w-mails subscribed to the Village's newsletter	N/A	1/24/2024	
1/26/2024	Edward Noguera	Police	requesting BWC footage of case #202300061882	N/A	1/29/2024	
1/27/2024	Denise Prick	Building	requesting last balcony inspection for property 1455 North Treasure Dr.	N/A	1/29/2024	

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Amending the Budget for Fiscal Year 2023-2024 to Authorize Emergency Expenditures to Relocate the Village Records - Alba L. Chang, CMC

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EMERGENCY EXPENDITURES FOR THE RELOCATION OF VILLAGE RECORDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed budget amendment granting authorization for emergency expenditures associated with the relocation of Village Records.

BACKGROUND AND ANALYSIS

In late December, I was alerted to a critical issue with the temporary air conditioning unit in the Village's Records Room, which had become inoperative. An evaluation by an A/C Technician revealed that the existing room lacked proper access and sufficient A/C vents, leading to ineffective temperature regulation. Both temperature and humidity levels exceeded State of Archives standards, posing a significant risk to the integrity of the Village's vital records.

In late January of 2024, the Village Records were relocated to a location with proper temperature control, mitigating the risk of damage or deterioration. This ensures a more conducive environment for preserving the Village's records. As a result of the emergency relocation, it is being requested that the Village Commission consider a budget amendment to authorize the emergency expenditures.

Services were procured pursuant to §36.25(M)(7) of the Village Code - *storage charges*

It is recommended that the Village Commission approve the budget amendment granting authorization for emergency expenditures associated with the relocation of Village Records and the monthly rental fees.

Approval of this item will promote the Pillar of Efficiency.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In General Fund - Transfer of Appropriation of Fund Balance (001.00.389.3891) $3,683 and Transfer to Lease -Storage (001.13.512.4403)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving BA- Relocate Village Records
Exhibit A Budget Amendment -Storage Unit.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EMERGENCY EXPENDITURES FOR THE RELOCATION OF VILLAGE RECORDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department		2/13/2024
	Village Clerk	
Fund(s) to be changed: General Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.13.512.4403	Lease - Storage	$ 3,683.00	
001.00.389.3891	Appropriation of Unreserved Fund Balance	$ -	$ 3,683.00
TOTAL (Columns must be equal)		**$ 3,683.00**	**$ 3,683.00**

Description:

Transfer of General Fund Reserves, for a Storage Unit Rental beginning January 2024, for Record Retention. Nine months at $406 plus a one time admin fee of $29, for a total of $3,683.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Approving a Proposal from CAP Government, Inc. for Customized Document Scanning Services in an Amount Not to Exceed Budgeted Funds - Village Clerk Alba L. Chang, CMC

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO C.A.P. GOVERNMENT, INC. FOR DOCUMENT SCANNING SERVICES TO DIGITIZE BUILDING DEPARTMENT FILES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposal from CAP Government Inc. for document scanning services.

BACKGROUND AND ANALYSIS

The proposed request is for the Village Commission to consider and approve a proposal from C.A.P. Government for document scanning services. The current proposal would allow the Village Manager to engage the consultant under the existing Professional Service Agreement dated October 14, 2021.

Consistent with records management best practices, the Village's objective is to pursue improved accessibility, and streamline workflows by transitioning from physical copies to digital records. Records conversion provides several benefits by preserving important documents (paper documents age and degrade over time), cost and storage savings, and increased accessibility to records located within the Laserfiche Cloud Portal.

The primary goal of the project is to digitize all the existing building department files, including

the large site plans, by utilizing our Cloud Laserfiche software. To ensure a smooth process and minimize any disruptions to the department's daily operations as well as the community's requests, we have developed a strategy to divide the work into manageable phases. This phased approach will allow for efficient processing while keeping the impact on both the department and the community to a minimum.

Based on the thorough evaluation of the proposal, it is recommended that the Village Commission approve the proposed proposal from C.A.P. Government document scanning services in an amount not to exceed $10,000 for this fiscal year and an amount not to exceed budgeted funds for future fiscal years. This will enable us to overcome the challenges of physical document management, enhance efficiency, and drive cost savings in the long run. By embracing digitization, the Village will continue to enhance our community services by streamlining services with greater accessibility with modern technology.

Approval of the item will promote the Pillar of Efficiency.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Building Fund - Professional Services (GL 111.25.5242.3160) - $10,000 has been budgeted for the 2023-2024 FY

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -CAP Government - Document Scanning Services.DOCX
Exhibit A - CAP Government Scanning Proposal.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO C.A.P. GOVERNMENT, INC. FOR DOCUMENT SCANNING SERVICES TO DIGITIZE BUILDING DEPARTMENT FILES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 2021, the North Bay Village (the "Village") Commission adopted a resolution approving an agreement (the "Agreement") with C.A.P. Government, Inc. (the "Consultant") for building department services pursuant to RFP No. 2021-009; and

WHEREAS, as part of the Agreement, the Consultant may provide supplemental services as may be reasonably requested by the Village; and

WHEREAS, the Village requires document scanning services to digitize existing Building Department files, including large site plans, utilizing the Village's Cloud Laserfiche software (the "Services"); and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit "A," (the "Proposal") to perform the Services; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order for the Services consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously entered into between the Village and Consultant in an amount not to exceed $10,000 for fiscal year 2023-24 and budgeted funds in future fiscal years; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue a work order to the Consultant for the Services consistent with

the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $10,000 for fiscal year 2023-24 and budgeted funds in future fiscal years.

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

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

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

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

PASSED AND ADOPTED on this 13th day of February, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

January 25, 2024

Mr. Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Customized Document Scanning for North Bay Village

Dear Mr. Rosado:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the North Bay Village (Village) our services through our professional consultants Agreement to provide Customized Document Scanning Solutions.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered Boxes.
- We will scan in Color or in Black and White, as requested by the Village.
- Capture coding fields (Property Address, Property Name, Bldg. Doc Description, Doc Type)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Upload scans to the Village's current Laserfiche account.
- Shred all scanned documents once data is verified, if needed.

File Name	Description	File Format	DPI
Permit# Plans Permit# Shop Drawings	Plans Shop Drawings	Multipage TIFF/PDF	600
Permit# Cost Estimate	Cost Estimate Appraisal	Multipage TIFF/PDF	600
Permit# Elevation Certificate	Elevation Certificate	Multipage TIFF/PDF	600
Permit# Flood Certificate	Flood Proofing Certificate	Multipage TIFF/PDF	600
Permit# Calculations	Structural Calculations	Multipage TIFF/PDF	600
Permit# NOA	Notice of Acceptance	Multipage TIFF/PDF	600
Permit# Special Inspection	Special Inspection Form	Multipage TIFF/PDF	600

Above format may be customized, as needed.

Cost Proposal Preliminary Drawings and Documents

Description	U/M		Unit Cost
11 x 17 or Smaller (Black / White)	Per page		$0.10
Larger than 11x17 (Black / White)	Per page		$0.90
11 x 17 or Smaller (Color)	Per page		$0.55
Larger than 11 x 17 (Color)	Per page		$1.00
OCR Optical Character Recognition	Per page		$0.03
Capture Coding Fields (Address and Permit Number)	Per Field/Per Doc		$0.10

*****Shredding of all digitized records upon request***

Project Estimated Cost

Description	Qty	Unit Cost	Estimated Cost
11 x 17 or Smaller (Black / White)	90,000	$0.10	9000.00
Larger than 11x17 (Black / White)	10,000	$0.90	9000.00
OCR Optical Character Recognition	100,000	$0.03	3000.00
Capture Coding Fields (Four fields per document)	12,000	$0.10	1200.00

*****The final project page count may be more/less than the estimate quoted above.***

Description	Per hour
Clerical	**$40.00**

CAP shall invoice monthly as the boxes are completed. It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me. If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
North Bay Village

Mr. Ralph Rosado, PhD, AICP
Village Manager

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Evelyn Herbello, Human Resources Manager

SPONSORED BY: Ralph Rosado, PhD, AICP, Village Manager

SUBJECT: A Resolution Amending the Budget for Fiscal Year 2023-2024 for Additional Human Resources Consulting Services in an Amount Not to Exceed $20,000 - Village Manager Ralph Rosado, Ph.D., AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EXPENDITURES FOR ADDITIONAL HUMAN RESOURCES CONSULTING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a budget amendment in the amount of $20,000 to cover additional Human Resources consulting services for the Village.

BACKGROUND AND ANALYSIS

On October 16, 2023, the Village Commission adopted Resolution No. 2023-130 approving a professional services agreement with LagomHR for human resources consulting services to assist with the accreditation process for the Police Department and other relate projects. Following the resignation of the Human Resources Director, LagomHR provided additional services to fulfill the gap in the department.

The proposed budget amendment is to allocate additional funding for the consulting services provided while the Village conducted a for a Human Resources Manager and to assist with the completion of remaining projects for the Police Department's accreditation.

It is recommended that the Village Commission approve the proposed budget amendment in an amount not to exceed $20,000 for additional human resources consulting services.

Approval of the item will promote the Pillar of Efficiency.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In General Fund - Transfer from Regular Salaries (001.21.521.1200) $13,000 and (001.12.512.1200) $7,000 - Transfer to Professional Services (001.19.519.3160) $20,000.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Approving B.A. for HR Consulting Services
Exhibit A Budget Amendment -Lagom HR 02.13.24.pdf
Resolution No. 2023-130 - Agreement LagoMHR Inc.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO AUTHORIZE EXPENDITURES FOR ADDITIONAL HUMAN RESOURCES CONSULTING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department		2/13/2024
General Government		
Fund(s) to be changed: General Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.19.519.3160	Professional Services	$ 20,000.00	
001.21.521.1200	Regular Salaries		$ 13,000.00
001.12.512.1200	Regular Salaries		$ 7,000.00
TOTAL (Columns must be equal)		**$ 20,000.00**	**$ 20,000.00**

Description:

Transfer of Salary Savings to General Government Professional Services for Additional HR Consulting Services related to Accrediation and other HR consulting services. (Using salary savings from the Deputy Village Manager and Police Department)

RESOLUTION NO. 2023-130

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

WHEREAS, North Bay Village (the "Village") is in immediate need of human resources support (the "Services"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve a Professional Services Agreement with LAGOMHR INC (the "Consultant") in substantially the form attached hereto as Exhibit "A" due to the advantageous pricing and experience offered by the Consultant, as further set forth in the agenda memorandum accompanying this Resolution, and authorize the Village Manager to execute the Agreement and expend budgeted funds; and

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

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

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

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

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

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

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

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

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

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

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

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

PASSED AND ADOPTED on this 16th day of October, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

LAGOMHR INC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of October, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **LAGOMHR INC**, a Florida Corporation (hereinafter, the "Consultant").

WHEREAS, the Village desires certain human resources consulting services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Scope of Services, attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. **Scope of Services.**

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

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

2. **Term/Commencement Date.**

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to three additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A."

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

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

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. **Village's Responsibilities.**

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

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

6. **Consultant's Responsibilities; Representations and Warranties.**

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the

Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

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

31.1. First Priority: Base Agreement;

31.2. Second Priority: Exhibit A – Scope of Services.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

CONSULTANT

By: _____

Name: Yolanda N. Menegazzo

Title: CEO & HR Consultant

Entity: **LAGOMHR INC**

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

Addresses for Notice:
LAGOMHR INC
Yolanda N. Menegazzo
President and Registered Agent
3097 SW 111 Avenue
Miami, FL 33165
305-494-2152 (telephone)
yolanda@lagomhr.net (email)

With a copy to:

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
	Title: _____
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the “Services.” Specifically, Consultant’s Services shall include, but not be limited to, the following:

1. A Class and Compensation Study at $375.00 per position.
2. All other HR projects and assignments are $175.00 per hour.

EXHIBIT "B"

Budget Amendment Form

Department	Utilities Administration	Date	10/16/2023
Fund(s) to be changed: Enterprise Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
430.30.533.3160	Professional Services	$ 9,000.00	
430.00.389.3890	Appropriation of Fund Balance		$ 9,000.00
TOTAL (Columns must be equal)		**$ 9,000.00**	**$ 9,000.00**

Description:

Transfer Fund Balance for LAGOMHR Human resources consulting services for Compensation Study ($375 per position) and other HR projects & assignments ($175 per hour). 70/30 split General Fund/Enterprise Fund according to current HR/ADP fee split. Comp Study (24 positions) Total not to exceed $30,000. General Fund portion will come from current FY24 Professional Services budget.

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Evelyn Herbello, Human Resources Manager

SPONSORED BY: Ralph Rosado, PhD., AICP, Village Manager

SUBJECT: **A Resolution Approving a Contract with UKG for Human Resources and Payroll System to Automate the Human Resources Department and Amending the 2023-2024 Budget to Provide for the System Expenditures - Village Manager Ralph Rosado, PhD, AICP (Human Resources Manager Evelyn Herbello)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF HUMAN RESOURCES AND PAYROLL SYSTEM SOFTWARE FROM KRONOS SAASHR, INC. D/B/A UKG UTILIZING THE TERMS AND CONDITIONS OF COBB COUNTY, GEORGIA, CONTRACT #18221; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a contract with UKG, allowing the Village to fully automate the new Human Resources/payroll system.

BACKGROUND AND ANALYSIS

The Human Resources Department is seeking the Village Commission consideration and approval to implement a new HR/payroll system aim to achieve full automation. The transition not only promises substantial financial savings but also brings a sense of satisfaction to North Bay Village employees and Managers. The adoption of a more sophisticated platform is anticipated to streamline operations by eliminating numerous manual, time-consuming processes involving paper and spreadsheets.

The following is an overview comparing the cost savings between the current software and the proposed platform:

ADP(Current HR/Payroll System):

Current Cost: $56k Annually
Features include:
• Payroll Processing
• Tax Filings
• Time & Attendance
Other features may be included that are NOT currently utilized or utilized to the maximum potential.

UKG(Proposed HR/Payroll System):
Ultimate Software Kronos Group

Proposed Cost: $23,000 Annually based on 100 employees. Approximately $19/month per employee.

One-time Implementation Fee of $12,000.

Due to the sensitivity of payroll, both systems (ADP & UKG) will need to be running simultaneously before the cost savings are recognized. Therefore this item will need to be funded from the Appropriation of Fund Balance. ADP is currently split between the General Fund (70%) and the Enterprise Fund (30%). The attached budget amendment will transfer $16,426.20 from General Fund Appropriation of Fund Balance (001.00.389.3890) to Professional Services (001.19.519.3160) and it will transfer $7,039.80 from the Enterprise Appropriation of Fund Balance (430.00.389.3890) to Professional Services (430.30.533.3160). This budget amendment assumes six (6) months at $1,911 per month for a total of $11,466 and includes the one time implementation fee of $12,000, for a grand total of $23,466.

The proposed features include:
• Payroll Processing
• Tax Filings
• Time & Attendance
• Advanced Scheduling
• Time Accruals & PTO
• HR(personnel files management, electronic policy signatures, automated personnel action forms, employee self-service)
• ACA Manager (Affordable Care Act compliance)
• Benefits (open enrollment, qualifying event changes, deduction management, Cobra administration, FMLA processing & tracking)
• Performance Evaluations & Performance Management
• Recruiting (onboarding, position management, succession planning, compensation management)

South Florida UKG Clients feedback:
• Village of Pinecrest (received outstanding review from Village Manager Galiano on system)
• City of Miami Gardens
• City of Hallandale
• City of Miami
• City of Miami Beach
• City of Sunny Isles Beach

UKG surpasses ADP in terms of features and functionality, making it a superior system. The positive impact of this system extends to employees at all levels, including the Human Resources Department, the Finance/Payroll Department, Department Directors and Managers, and Employees.

The proposed services are being procured in accordance with §36.25(L) of the Village Code - *Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.*

It is recommended that the Village Commission approve the proposed agreement from UKG for implementation by the Human Resources Department.

Approval of this item will promote the Pillar of Efficiency.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from Appropriation of Fund Balance (001.00.389.3890) $16,426.20 and (430.00.389.3890) $7,039.80 and Transfer to Professional Services (001.19.519.3160) $16,426.20 and (430.30.533.3160) $7,039.80.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution- UKG for HR System - Cobb County Piggyback.DOCX
Exhibit A - NBV Proposal & PSA 08January2024.pdf
Piggy Back - Omnia - UKG Contract Kronos.pdf
Exhibit B Budget Amendment Form-UKG.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF HUMAN RESOURCES AND PAYROLL SYSTEM SOFTWARE FROM KRONOS SAASHR, INC. D/B/A UKG UTILIZING THE TERMS AND CONDITIONS OF COBB COUNTY, GEORGIA, CONTRACT #18221; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in immediate need of a new human resources and payroll system to automate human resources support for its employees (the "Software"); and

WHEREAS, the Software required by the Village has been competitively bid by Cobb County, Georgia, as the lead agency for U.S. Communities Government Purchasing Alliance, which was acquired by OMNIA Partners, (the "Cooperative"), and which has entered into Contract #18221 with Kronos SaaShr, Inc. d/b/a UKG ("UKG") for the Services (the "Cobb County Contract") pursuant to Sealed Bid #18-6390; and

WHEREAS, UKG has provided a proposal for the Software in an amount not to exceed $23,000 annually and a one-time implementation fee in the amount of $12,000 (the "Proposal"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to utilize the terms and conditions of the Cobb County Contract with UKG as it was competitively procured, provides the Village with the necessary Software, and it would be otherwise impractical to perform a new competitive process for acquisition of the Software; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village desires to approve the purchase of the Software and an agreement with UKG for the Software in an amount not to exceed $23,000 annually, plus a one-time implementation fee of

$12,000, and an amount not to exceed budgeted funds for future years, consistent with the Proposal and the terms and conditions of the Cobb County Contract, attached hereto as Exhibit "A," and

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

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

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

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

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

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

Section 2. Approval. That the Village Commission approves the purchase of the Software and an agreement with UKG for the Software in an amount not to exceed $23,000 annually, plus a one-time implementation fee of $12,000, and an amount not to exceed budgeted funds for future years, consistent with the Proposal and the terms and conditions of the Cobb County Contract, attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with UKG, consistent with the Proposal and the terms and conditions of the Cobb County Contract, subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ORDER FORM

Quote#: Q-215912
Expires: 29 Mar, 2024
Sales Executive: Ian Lesniewski
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 08 Jan, 2024

Customer Legal Name:
CITY OF NORTH BAY VILLAGE

Customer Legal Address:
1666 79TH Street Cswy Ste 300, Miami, FL 33141-9900 USA

Bill To: CITY OF NORTH BAY VILLAGE
1666 79TH Street Cswy Ste 300
Miami, FL 33141-9900 USA

Ship To: CITY OF NORTH BAY VILLAGE
1666 79TH Street Cswy Ste 300
Miami, FL 33141-9900 USA

Bill To Contact:

Ship To Contact: Ralph Rosado

Ship to Phone: 305-756-7171
Ship to Mobile:
Contact: Ralph Rosado
Email: rrosado@nbvillage.com

Currency: USD
Customer PO Number:
Solution ID: 6203543
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY TIME	100	USD 3.48	USD 348.00
UKG READY ACCRUALS MANAGER	100	USD 0.58	USD 58.00
UKG READY SCHEDULER	100	USD 1.45	USD 145.00

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY HR	100	USD 3.48	USD 348.00
UKG READY BENEFITS	100	USD 3.19	USD 319.00
UKG READY PAYROLL	100	USD 3.48	USD 348.00
UKG READY ACA MANAGER	100	USD 0.29	USD 29.00
UKG READY PERFORMANCE	100	USD 0.58	USD 58.00
UKG READY RECRUITING	100	USD 0.58	USD 58.00
UKG READY PAYROLL SERVICES WITH SMARTCHECK	100	USD 2.00	USD 200.00
Total Price			**USD 1,911.00**

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 12,000.00**

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 1,911.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 22,932.00

Item	Total Price
Total One Time Fees	USD 12,000.00

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18221”).

The Attachment 1 is included with this Order Form.

Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019 (“Attachment 2”).

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF NORTH BAY VILLAGE		**Kronos SaaShr, Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

Attachment 1

Covered Entities

Company Name	FEIN	Address	City	State	Zip

January 8, 2024

Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to CITY OF NORTH BAY VILLAGE ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, aswell as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

CITY OF NORTH BAY VILLAGE and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	100	1	145 Days
UKG READY ACCRUALS MANAGER	100	1	
UKG READY SCHEDULER	100	1	
UKG READY HR	100	1	
UKG READY PAYROLL	100	1	
UKG READY PAYROLL SERVICES WITH SMARTCHECK	100	1	
Value Add Modules	**Employees**	**Deployments**	**Estimated Duration**
UKG Ready ACA Manager	100	1	15 Days
UKG Ready Recruiting	100	1	30 Days
UKG Ready Performance Management	100	1	30 Days

CITY OF NORTH BAY VILLAGE and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF NORTH BAY VILLAGE and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, CITY OF NORTH BAY VILLAGE and Kronos will deploy the following core modules and functionality in 145 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value

UKG Ready Time	UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:
	• Total Cost Centers
	• Profiles
	  • Timesheet
	  • Time Off Request
	  • Pay Calculations
	  • Pay Prep
	  • Security
	  • Points
	• Tables
	  • Rate
	  • Holiday
	• Manager Levels
	• Employee Perspective Scorecards
	• Workflows
	  • Time Off Requests
	  • Timesheet Change Requests
	• Schedules
	  • Daily Rules
	  • Work Schedule Profiles
	• Pay Periods
	• Counters
	• Time Off Categories
	• Reports
	  • 61 commonly used pre-configured reports are included in the implementation
	  • Kronos will configure up to 5 additional custom reports using the standard functionality in thesoftware
	• Timekeeping Admin Training

UKG Ready Accruals Manager	UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires UKG Ready Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires UKG Ready Time) • Visibility to projected balances • Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll) • View time-off calendars for groups

	• Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Configure accruals profiles and assign to employees **Please note** that UKG Ready Accruals Manager requires UKG Ready Time.

UKG Ready HR	UKG Ready HR *core functionality* deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:
	• Core employee demographics
	• Onboarding
	• Checklists
	  • Up to 10 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• Personnel management
	• Benefits administration
	• Open enrollment / life event
	• Work Flows
	  • Up to 10 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• HR documents & forms
	  • Up to 10 custom forms will be configured by the Kronos project team, however the Customer canconfigure as many as needed
	• Incident tracking
	• Certification / Credential
	• Asset management
	• Compliance reporting
	• Standard reporting
	• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format
	• Interface bundle using customer supplied data in standard file formats
	• HR Admin Training

UKG Ready Payroll	UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through: • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • All Payroll Configurations Include: • Standard Dashboard Widgets

	• Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training **Please note:** If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.

UKG Ready Payroll Services	UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through: • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate* • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration (if applicable) • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKG Ready Payroll Services New administrator training **Services can only be provided for tax accounts with valid Tax ID provided* **Please note:** It is the responsibility of the customer to provide all requested information including year-to-date payroll andtax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.

UKG Ready Scheduler	UKG Ready Scheduler provides the automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through: • Schedule build based on budget & demand • Fill w/best-fit employee preferences & skills • Drag-n-Drop scheduling tools • Configurable color-coded scheduling views • Budgeting constraint visibility • Configurable routing & approval workflow • Tools for determining schedule effectiveness • True rate cost of schedule*

	*Scheduler function requires UKG Ready Time

UKG Ready Benefits	UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through: • Employee Self-Service capabilities including open enrollment/life events • Dependent and beneficiary record keeping • Drag-n-Drop scheduling tools • One time data load of benefit enrollments, including dependents and beneficiaries • Benefit maintenance training • 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will count as one feed) • Smart Forms • Standard Reporting Please note: UKG Ready Benefits requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF NORTH BAY VILLAGE to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
UKG Ready ACA Manager	UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through: • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minimum value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format *ACA Function requires UKG Ready Payroll **ACA Function requires UKG Ready HR **Please note:** This module provides maximum value when used with UKG Ready Time, UKG Ready HR & UKG Ready Payroll.

UKG Ready Performance	UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through: • Full Performance Configuration • Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and howto assign them to Employees. Customer will be responsible for the setup of each development area. **Please note:** UKG Ready Performance requires UKG Ready HR.

UKG Ready Recruiting	UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through: • Applicant Configuration • Job Requisitions • Work Flows • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed • Applicant Administration • Checklists • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed • Tracking/recruitment custom forms • Up to 5 custom forms will be configured by the Kronos project team, however the Customer canconfigure as many as needed • Talent tracking – training, skills, certifications • Communication and Notification templates • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed • Standard reporting **Please note:** UKG Ready Recruiting requires UKG Ready HR.

Administrator and Super User Training

Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	Each Customer will have access to: • Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: • Interactive self-paced, on-demand modules • "How to" videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user's roles within

	Ready
	• Online, public instructor-led class(es)
	• "Train the Trainer" enablement and materials
	  • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training
	  • Manager and employee-focused job aids for common tasks within Ready

Change Management and User Adoption Training	Each Customer will have access to: • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
  - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide toCustomer upon request.
  - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicateadditional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
  - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specificationsprovided by Kronos
  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
  - Providing all required data imports in the approved Kronos format
  - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer

parties (staff, vendors, consultants) and for the escalationand resolution of any issues for Customer.

- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also beinvolved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources,database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of thisProfessional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to theKronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limitedto (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whetherapproved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under thisProfessional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional ServicesEngagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

COBB COUNTY, GA

Contract #18221

for

Workforce Management Systems and Related Products,

Services and Solutions

with

Kronos SaaShr, Inc.

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos SaaShr,Inc., effective March 18, 2019:

I. Vendor Master Agreement Reference No. 18221 and Signature Form
II. Kronos SaaShr, Inc.Terms and Conditions for Participating Public Agencies

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #18-6390** ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a fir m acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor' s Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-1 3. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billi ng: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
2-12-2019

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

3-5-2019
Date

Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Authorized Signature

President
Title

2/25/19
Date

FEDERAL TAX ID NUMBER
45-0474844

Approved as to form

County Attorney's Office

3/4/19
Date

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (092018)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY ("CUSTOMER"), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: **GENERAL TERMS AND CONDITIONS. This Section apply for all transactions.**

SECTION B: **KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS. This Section applies only for Workforce Ready transactions.**

SECTION C: **PAYROLL PROCESSING SERVICES. This Section applies to the Workforce Payroll Services.**

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS
These terms and conditions apply to each order accepted by Kronos SaaShr Inc. ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:
(i) Section B shall apply to the Workforce Ready Saas Orders; and
(ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS
This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT
Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION
"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES
If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement , as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES
Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, in accordance with the Kronos Travel and Expenses Policies as such mutually agreed policies or as mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL
(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
(c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").
(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos SaaShr Inc., 297 Billerica Road, Chelmsford, MA.
(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.
(j) Customer may pay an invoice by credit card if the amount is not greater than $50,000.00.
(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.
(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section B shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS
"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM
2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:
(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form . Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation*. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: http://www.kronos.com/products/workforce-ready/implementation-guidlines.aspx

7.2 *Standard Support*. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 *Equipment Support.* If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:
(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.
(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.
(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 *Educational Materials and Content*. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. Customer content
Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT
If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.
f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT
Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY
11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage. **14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

SECTION C

PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the "Section C") is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the "WFR Terms") and governs the provision of the Workforce Payroll Services (the "Payroll Services") Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the "WFR Platform"). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the "Covered Entities"), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

GENERAL TERMS AND CONDITIONS

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer's payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll, Tax and Treasury Payroll Services.

a. Customer agrees that the PayrollServices shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaShr set forth throughout this Agreement. Kronos SaaShr's standard descriptions for certain miscellaneous services, such as W2/1099 filing fees, fees for tax accounts with an "applied for" status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, and preparing/filing of amended returns, is described in the Payroll Services Additional Items attached as Attachment 2 ("Payroll Services Additional Items") and the responsibilities of Customer and Kronos set forth throughout this Section C.
b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer's scheduled check date. "Business Day" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association ("NACHA") operating rules ("Applicable Law(s)". The deadline for Customer's submission of payroll is determined by the time zone in which the processing occurs, as follows.

On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date. If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: https://www.eftps.gov/eftps).
e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same

to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax

return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services

will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of $1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or

its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos

is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non- conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks

and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable with the thirty party used for specifically for the delivery of services for which Customer is ordering the services.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

Article 7. Effects of Termination

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

Article 8. Customer Responsibility

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may

retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

ATTACHMENT 1

COVERED ENTITIES

Company Name	FEIN	Address	City	State	Zip

ATTACHMENT 2: PAYROLL SERVICES ADDITIONAL ITEMS

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred and the pricing detail and information are outline in the pricing information.

1. W-2/1099 Filings Price is per filiwng
   This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.

2. NSF Fee the Price is on per transaction basis
   If client utilizes the ACH Funding Method and fails to have the required funds in their designated account as required by and provided in the Agreement, causing Kronos to be issued a notice of Non-Sufficient Funds, Kronos, in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.

3. Fed Wire Fee Price is per wire
4. State Wire Fee Price is per wire
   If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of $82.50 for federal and $82.50 for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.

5. "Applied For" Status of Tax Jurisdictions Price is /month per account
   When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply
   to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of $38.50/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.

6. ACH Returns/ Notice of Change - 1st/EE account
7. ACH Returns/ Notice of Change - 2nd if on same EE account
8. ACH Returns/ Notice of Change – Additional occurrence if on same EE account
   This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of $11.00 the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional $55.00. Thereafter KRONOS will charge an additional $82.50 for each notice received on the same employee account.

9. Off Cycle Payrolls
   Every scheduled payroll is included in the PEPM charge of $1.55. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled

bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. This fee does not apply to manual checks issued by the client.

10. Spilt Distributions — Price per split

    Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process.

11. Amended Returns — Price per amendment

    Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of $1.55. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or "corrected" tax return to be filed with the taxing authorities, a fee of $137.50 will be incurred.

12. Mailing Individual Checks — Price per document

    The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client's FedEx account to central location(s). If the client wants to have the employee's pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee ($0.75) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.

13. 1095C Printing — Price per form printed

    Client's may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system.

14. Payroll Rollback—after Payroll Submission Date — Price per request

    Request initiated by client to rollback a payroll <u>after</u> a payroll submission deadline—each request.

15. Reopen Quarter End or Year End — Price per request

    Request initiated by client to reopen a QTR End or YR End—each request.

16. QTR Filing – Inactive EIN's — Price per return each quarter.

    If the client closes a business during the year and wants W-2's and year end processing completed this fee will apply. The $137.50 fee is for each quarter and each return filed with zero returns.

17. Quarter Closing Late Fee — Price per day/per EIN

    The client closes quarter after the contracted deadline.

18. Year End Closing Late Fee — Price per day/per EIN

    The client closes year end after the contracted deadline.

19. Reprint of W2 or 1099 — Price per form reprinted

    Client requests reprinting of a W2 or 1099.

20. W-2 Combined Reporting Print Service — Price is based on Base Fee + an additional fee per Form

    Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file.

Budget Amendment Form

Department		2/13/2024
General Government		
Fund(s) to be changed: General & Enterprise Funds		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.19.519.3160	Professional Services	$ 16,426.20	
430.30.533.3160	Professional Services	$ 7,039.80	
001.00.389.3890	Appropriation of Fund Balance		$ 16,426.20
430.00.389.3890	Appropriation of Fund Balance		$ 7,039.80
TOTAL (Columns must be equal)		**$ 23,466.00**	**$ 23,466.00**

Description:

The appropriation of fund balance for the implementation of the new Payroll/HR software. Annual cost of $23,000 and a one time implementation fee of $12,000. Both systems (ADP & UKG) will need to run simultaneously in the beginning therefore the use of fund balance is necessary. This transfer assumes 6 months at $1,911 for a total of $11,466 and includes the one time implementation fee of $12,000.

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino for Treasure Island Elementary School and the Galleon Street Property - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

BACKGROUND AND ANALYSIS

Please see the accompanying memo.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

As explained in the Background & Analysis Section.

PERSONNEL IMPACT

As explained in the Background & Analysis Section.

ATTACHMENTS

Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
TIES-Galleon Site Plans 20231212.pdf
TIES-Galleon_Budget_20240206.pdf
Development and Construction Agreement (Galleon) - Clean.DOCX
Operations and Management Agreement (TIES) - Clean.DOCX
Development and Construction Agreement (TIES) - Clean.DOCX
Operations and Management Agreement (Galleon) - Clean.DOCX

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice Mayor, and Village Commission

From: Ralph Rosado, PhD, AICP, Village Manager

Date: February 13, 2024

Re: AFA Agreements

In 2016, the Board of the Miami-Dade County Public Schools District ("Board") authorized the Superintendent to finalize negotiations and execute a Joint Use Agreement ("JUA") with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. This made the TIES basketball court available to the public 6-9 pm on weekdays and 8 am-9 pm on weekends.

In 2020, during the COVID-19 pandemic, the JUA was amended to allow public access to the perimeter of the school, including the tennis courts, the rear playfield, the rear parking lot on Jewel Avenue, and a path area along Galleon Street. The Village was to invest on its own to refurbish said areas exclusively at TIES.

At its September 15, 2022 Village Commission Meeting, the Village Commission approved the "Galleon Agreements," which consist of:

- A Development and Construction Management Agreement for the Village's Galleon St. Property at 1851 Galleon Street;
- An Operations and Management Agreement for the Galleon St. Property.

These two agreements are updated as part of this agenda item.

On November 16, 2022, the Board authorized the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a recommendation to be brought to the Board as details of such a collaboration developed.

The Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021, from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the TIES campus.

On June 21, 2023, the Board authorized the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, a community meeting was held by the Village to gather input, and an amended JUA was negotiated.

On October 11, 2023, the Board approved an amended JUA (included as "2023 MDCPS-NBV JUA") with the Village for the joint recreational use of the fields and school perimeter, and on October 16, 2023, the Village Commission approved the same JUA. The final step in the process is the completion of the "AFA Agreements," which consist of the following four agreements between NBV and AFA:

- Development and Construction Management Agreement for the TIES Property
- Operations and Management Agreement for the TIES Property
- An updated Development and Construction Management Agreement for the Galleon St. Property
- An updated Operations and Management Agreement for the Galleon St. Property.

The 2023 JUA includes key terms such as:

- A term of thirty (30) years, unless terminated sooner as provided in the JUA;
- Village, in partnership with AFA, shall fund the improvements;
- Village, with AFA funds, funds repainting of TIES school buildings;
- Creation of one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;
- Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);
- Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;
- Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;
- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;
- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;
- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;
- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;
- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;
- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;
- The Village will be responsible for securing police protection during their use of the Licensed Area; the School Board Police Department shall have first right of refusal for these services;
- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the Board shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;
- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with the construction of the Village Improvements, or changing periods or schedules of use.

On December 12, 2023, the Village Commission approved a site plan for both the TIES and Galleon Properties. The site plan accompanies this item.

The present agenda item entails four separate agreements that constitute the AFA Agreements.

Key terms of the AFA Agreements include all of the above terms from the JUA, plus:

- They acknowledge that the JUA binds the TIES Agreements.
- The approximate overall NBV contributions toward the project include the items below:

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

The Village's financial contributions are not to exceed those amounts. The Village would reimburse AFA for the work as the construction progresses, through separate invoicing from their contractor, who must be approved by MDCPS for the TIES portion of the project.

(Although not specified in the AFA Agreements, current and proposed North Bay Village funding sources include:

- Parks Bond funds - $1.9M
- American Rescue Plan Act of 2021 (ARPA or COVID-19 Stimulus Package) infrastructure funds - $389,500
- 1755 Kennedy Causeway (Continuum Project) Park Contribution - $600,000
- Sunbeam Project Prepaid Park Impact Fees - $1,000,000
- Miami-Dade County Tree Grant Funds plus Village Tree Matching Funds - $64,569)

The AFA contributions toward the project include all other site plan elements approved by the Village Commission on December 12, 2023. The items and their approximate value include:

1. At Galleon - a 3-story community center; 4 padel courts and 2 pickleball courts; sidewalk and pathway improvements; utilities/lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $4.48M.
2. At TIES - painting the school; interior fence work that separates the classroom buildings from the perimeter recreational spaces; construction of 1 11x11 artificial turf field and 4 5x5 artificial turf fields; utilities/field lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $2.466M.

- Pickleball was added to the Galleon Street Property scope approved at the September 15, 2022 Village Commission Meeting, so that it will now house 4 padel courts and 2 pickleball courts.
- AFA's General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond"**) for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes.
- AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income from all programs, events, rentals and other activities performed at the Facilities.
- Additional AFA Services at TIES:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

- Additional AFA Services at Galleon:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

- Termination Provisions:

A. For the Development and Construction Management Agreement for TIES:

Termination for Cause by the Village	Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default; (5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE]. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for TIES:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion. Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,000,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 14, the Village shall pay an Early Termination Fee of $[AMOUNT], which is comprised of an Investment Amount of $[AMOUNT] and an Expectation Fee of $[AMOUNT] (calculated as 7% of $[AMOUNT] multiplied by 7). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by the Board	In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities for convenience pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

- For the Development and Construction Management Agreement for Galleon:

Termination for Cause by the Village	(a) Notwithstanding the term of this Agreement as established under Section **Error! Reference source not found.** hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for Galleon:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section **Error! Reference source not found.**, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by School District	In the event, during the Term of this Agreement, the School District terminates the JUA, the Parties agree that AFA may elect to terminate this Agreement or to continue operating the cafeteria and Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500

16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500
19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

Office of Superintendent of Schools
Board Meeting of October 11, 2023

September 27, 2023

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO:**

1) EXECUTE AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE DEVELOPMENT, OPERATION AND USE OF A SOCCER COMPLEX AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7450 EAST TREASURE ISLAND DRIVE, NORTH BAY VILLAGE, FLORIDA 33141;

2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AMENDED AND RESTATED JOINT USE AGREEMENT; AND

3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 11, 2016, the Board approved Agenda Item F-3, authorizing the Superintendent to finalize negotiations and execute a Joint Use Agreement with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. Additional improvements were completed by the

District, with the Village to reimburse the District for requested work. The initial term was for ten (10) years, for a rental of $1 per year, with the District having full control of the premises during the school days and during the School-run aftercare program, and the Village having full control during other hours, with the right to contract with not-for-profit entities to provide Village-sponsored recreational services and programs for the Village's period of use.

On November 16, 2022, the Board approved Agenda Item F-5 authorizing the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a report and recommendation to be brought to the Board as details of such a collaboration are developed.

As shared in Agenda Item F-5, the Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021 from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities". AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the School campus.

Subsequent discussions between the District and the Village have clarified the Village's plan including the improvements and program enhancements proposed which include new amenities and offerings at TIES.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended Joint Use Agreement was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an Amended and Restated Joint Use Agreement with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;

  Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;

- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;

- **Programmatic Considerations:** AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;

- The Village intends to enter into separate agreements with Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), including a Development and Construction Agreement and a Management Agreement ("AFA Agreements"), in accordance with the terms of this Amended and Restated Joint Use Agreement, for the construction, operation and management of certain recreational improvements at TIES and for AFA's joint use of certain recreational facilities at TIES;

- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;

- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;

- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;

- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;

- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.

- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;

- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;

- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;

- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;

- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;

- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;

- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;

- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of the Village Improvements, or changing periods or schedules of use;

The proposed Joint Use Agreement has been reviewed by the Office of the General Counsel for legal sufficiency and the Office of Risk and Benefits Management for risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) Execute an Amended and Restated Joint Use Agreement with North Bay Village ("Village"), a political subdivision of the State of Florida, for the development, operation and use of a Soccer Complex at Treasure Island Elementary School, located at 7450 East Treasure Island Drive, North Bay Village, Florida 33141;

2) Finalize and execute any other documents that may be required to effectuate implementation of the Amended and Restated Joint Use Agreement; and

3) Grant or deny all approvals required under the Amended and Restated Joint Use Agreement, including reviewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable;

AMENDED AND RESTATED JOINT USE AGREEMENT

THIS AMENDED AND RESTATED JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**' and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the VILLAGE intends to enter into that certain Development and Construction Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Development Agreement**"), and that certain Operations and Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Management Agreement**", and together with the Development Agreement, the "**AFA Agreements**") in each case, at this time, by and between the VILLAGE and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("**AFA**"), for the construction of certain recreational improvements at the School and for AFA's joint use of certain recreational facilities at the School;

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School, to provide for the joint use by the Parties and AFA of certain recreational facilities at the School, and to provide for the sharing

of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that certain Joint Use Agreement, dated [July 20, 2020] (the "**Existing JUA**"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Parties desire to amend and restate the Existing JUA in its entirety by this Agreement, as more particularly set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 20___, School Board Agenda item _____, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of_____, 20_____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing JUA is amended, restated, superseded and replaced in its entirety as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**LICENSED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

Subject to Article IV below, this Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement and the execution of the aforementioned Management Agreement, whichever comes later (the "**Effective Date**"). Effective with the

Effective Date, the VILLAGE shall have access to the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose provided for in this Agreement. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Term**"), commencing on the Effective Date and expiring on the date which is thirty (30) years following the Effective Date, unless sooner terminated as provided herein, subject to the provisions herein contained.

IV.

AFA AGREEMENTS

A. **AFA Agreements.** The effectiveness of this Agreement shall be conditioned on the full execution by the VILLAGE and AFA of the AFA Agreements, in form and substance approved by the BOARD, in its sole and absolute discretion, and delivery of a copy of the fully executed AFA Agreements to the BOARD. Additionally, if required by the BOARD, the VILLAGE shall cause AFA to execute a consent and agreement, in form and substance acceptable to the BOARD, to evidence AFA's consent and agreement to comply with the terms and conditions of this Agreement applicable to AFA. The current drafts of the AFA Agreements are attached hereto as **Exhibit "B"** and, upon the execution of the AFA Agreements, this Agreement shall be amended to replace **Exhibit "B"** with the executed copies of the AFA Agreements. The AFA Agreements shall be executed and delivered to the BOARD by no later than _____, 20___. In the event the AFA Agreements are not executed and delivered to the BOARD by such date, the BOARD shall have the right to terminate this Agreement upon written notice to the VILLAGE, in which event this Agreement shall terminate and the Existing JUA shall be fully reinstated and in full force and effect.

B. **Covenants Regarding the AFA Agreements**.

(i) The VILLAGE shall not amend, modify, extend, replace or terminate the AFA Agreements, or assign, pledge or transfer any interest or rights of the VILLAGE (or consent to any assignment, pledge or transfer by AFA of its interest or rights) under the AFA Agreements to any other party, without the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion. In the event the AFA Agreements are amended and/or modified in accordance herewith, this Agreement shall be amended to attach such amendments and/or modifications of the AFA Agreements as exhibits to this Agreement.

(ii) At all times during the Term of this Agreement, the VILLAGE will perform as required by the terms of the AFA Agreements, will neither take nor fail to take any action that causes a default under the AFA Agreements which results in a termination of the AFA Agreements by AFA, will not waive any default in performance by AFA under the AFA Agreements without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, and will promptly deliver to the BOARD, in full compliance with Article XXVIII, all written notices received from AFA or delivered by the VILLAGE to AFA. The VILLAGE will not approve any agreements, documentation, schedules and other items under the AFA Agreements, including without limitation, the GMP Contract, the AFA Representative Contract, the Development Schedule and the Logistics Plan (each as defined in the AFA Agreements), without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion.

(iii) The VILLAGE shall cause AFA to comply with the terms and conditions of this Agreement and any obligations of the VILLAGE as set forth in this Agreement in connection with AFA's construction, development, use and operation of the LICENSED AREA pursuant to the AFA Agreements, including, without limitation, the obligations set forth in Articles VI, VII, VIII, IX, XXI, XXXI, XXXII, XXXIV and XXXVII of this Agreement, whether or not so stated in such articles.

(iv) The VILLAGE shall cause AFA to contribute twenty-five (25) ten (10) month scholarships (without payment of consideration or charge of any kind), for each year of the Term for the soccer academies operated by AFA in the LICENSED AREA, which scholarships shall be made available to youth (children ages 5 to 18) in North Bay Village, including students at the School.

C. **Terms and Provisions of the AFA Agreements**. The AFA Agreements shall, *inter alia*, provide for the following:

(i) The BOARD shall be an express third-party beneficiary of the AFA Agreements, the GMP Contract and the AFA Representative Contract with respect to the Work, on the same terms and conditions as the VILLAGE as set forth in the AFA Agreements, such that, *inter alia*, the BOARD may bring legal actions under the AFA Agreements, the GMP Contract

and/or the AFA Representative Contract in its name as beneficiary without the participation of the VILLAGE or AFA, as applicable, and all warranties with respect to the Work, express and implied, run to the BOARD in addition to AFA and the VILLAGE. The BOARD shall be named as a dual obligee on any bonds delivered by AFA with respect to the Work. The GMP Contract and AFA Representative Contract shall be subject to the BOARD's review and approval, in its sole and absolute discretion.

(ii) The BOARD shall have the right to approve, in its sole and absolute discretion, the Engineers, Project Architect and General Contractor (as such terms are defined in the Development Agreement) retained by AFA pursuant to the Development Agreement, in accordance with District and BOARD Policies. The BOARD hereby approves the following Project Architect: _____. The General Contractor shall be a general contractor on a list of District approved general contractors provided by the BOARD.

(iii) The BOARD shall be included as an indemnified party in any indemnities from AFA in favor of the VILLAGE in the AFA Agreements. The BOARD shall be copied on all notices, in full compliance with Article XXVIII**,** including, without limitation, any default notices, sent by either the VILLAGE or AFA under the AFA Agreements, and in the event of a default, the BOARD shall be apprised of any efforts by the defaulting party to cure such default.

(iv) Any assignment by AFA of its rights and obligations under the AFA Agreements or subcontractor shall be subject to the BOARD's prior written approval, which shall not be unreasonably withheld, and shall not be deemed approved for failure of the BOARD to respond to any request for assignment. Any such assignment or subcontractor shall require an amendment to this Agreement, approved and executed by the Parties. The BOARD hereby approves PROJECT FOOTBALL, LLC., as a subcontractor.

(v) The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements as set forth in Article XXXVII of this Agreement, as those requirements may be updated, expanded or otherwise modified from time to time, in conformance with Florida Statute and BOARD Policy.

(vi) In addition to the provisions set forth in Article V(D), any audit rights in favor of the VILLAGE under the AFA Agreements shall also run to the benefit of the BOARD. The VILLAGE shall promptly provide to the BOARD all financial statements and information and books and records of AFA received by the VILLAGE pursuant to the AFA Agreements.

D. **Obligations of the VILLAGE**. Notwithstanding the existence of the AFA Agreements, the terms and provisions of this Article IV or any other provision in this Agreement to the contrary, as between the VILLAGE and the BOARD, the VILLAGE is directly and fully responsible to the BOARD for all obligations of the VILLAGE under this Agreement, including, without limitation, the payment of the Minimum Fee and the Revenue Sharing Payment, the construction and completion of the Work and the maintenance of the facilities in the LICENSED AREA in accordance with Article VIII below.

V.
CONSIDERATION

A. Minimum Fee.

(i) Subject to adjustment pursuant to subsection (iii) below, the VILLAGE shall pay to the BOARD as consideration for use and occupancy of the LICENSED AREA throughout the Term of this Agreement, in advance, an annual minimum fee (the "**Minimum Fee**"), beginning on the Effective Date, and on the anniversary of the Effective Date each year thereafter, as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

(ii) Notwithstanding anything to the contrary contained in this Agreement, to the extent the VILLAGE is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the BOARD during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term. In the event of a default by the VILLAGE beyond any applicable notice and/or cure periods set forth herein at any time during and following the second (2nd) year of the Term, in addition to any other rights and remedies under this Agreement for such default, including, without limitation as set forth in Article XVII below, the BOARD shall be entitled to demand immediate payment of the entire Deferred Payment by the VILLAGE.

(iii) In the event the VILLAGE and the BOARD agree to allow the VILLAGE to operate daytime camps serving youth in North Bay Village in the LICENSED AREA as further set forth in Article VI below (the "**Daytime Camps**") for four (4) weeks during Summer and/or Winter breaks in any given year of the Term, notwithstanding subsection (i) above, the Minimum Fee payable for such year of the Term shall be in the amounts as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) above)
Year 3	$75,000.00
Year 4 through Year 10	$80,000.00
Year 11 through Year 30	$90,000.00

In the event the BOARD allows use of the LICENSED AREA for Daytime Camps during other School holidays (e.g., Spring Break and Thanksgiving), the Minimum Fee shall be increased prorata for every additional week (or portion thereof) that the LICENSED AREA is made available for such Daytime Camps (i.e., for Year 3, the Minimum Fee shall be increased by $6,250 for each

additional week; for Years 4 through 10, the Minimum Fee shall be increased by $1,250 for each additional week; and for Years 11 through 30, the Minimum Fee shall be increased by $2,500 for each additional week, in each case, prorated on a daily basis for any partial weeks).

B. **Revenue Sharing Payment.** In addition to the Minimum Fee, commencing on the fourth (4th) year of the Term, the VILLAGE shall pay to the BOARD nine percent (9%) of the Gross Revenue (as hereinafter defined) plus fifty (50%) of any revenue paid by AFA to the VILLAGE under the Management Agreement (collectively, the "**Revenue Sharing Payment**") on a semi-annual basis. The dates on which the payment shall be due are April 1 and October 1, or the next business day after those dates if they are not business days. The Revenue Sharing Payment shall be paid in one lump sum within thirty (30) days after the end of each period. Revenue Sharing Payments due for any partial calendar term shall be prorated on a per diem basis.

C. **Gross Revenue Statements**. The VILLAGE shall provide a bi-annual statement within thirty (30) days after each bi-annual reporting period, which shall show all Gross Revenue and any revenue paid by AFA to the VILLAGE under the Management Agreement for the reporting period, and shall be certified to be true, complete and correct by an independent certified public accountant satisfactory to the BOARD. If such bi-annual statement shows that the VILLAGE owes a Revenue Sharing Payment, the VILLAGE shall include payment of such Revenue Sharing Payment with such statement. Such bi-annual statements shall be delivered by the VILLAGE to the BOARD in the manner specified for notices under this Agreement or to such other address which may be specified by the BOARD to the VILLAGE from time to time. If the VILLAGE shall fail to prepare and deliver any statement required hereunder, the BOARD shall have the right, in addition to any other rights and remedies under this Agreement for such failure, including, without limitation as set forth in Article XVII below, to estimate the Gross Revenue and revenue paid by AFA to the VILLAGE under the Management Agreement for any non-reported period, in the BOARD'S reasonable discretion, and bill the VILLAGE for the Revenue Sharing Payment accordingly. The BOARD reserves the right, at its option, to adjust the Revenue Sharing Payment billings when actual statements are received. In addition to the statements required herein, the VILLAGE shall provide the BOARD with any revenue statements received by the VILLAGE from AFA under the Management Agreement.

D. **Audits**. The BOARD may from time to time, upon at least ten (10) business days' notice to the VILLAGE, and at the BOARD'S sole cost and expense, cause a complete audit or

examination to be made of the VILLAGE'S records pertaining to this Agreement and the AFA Agreements and such books and records of AFA for all or any part of the three (3) calendar years immediately preceding such notice for the purpose of checking the accuracy of the Gross Revenue and any revenue paid by AFA to the Village under the Management Agreement. During such audit, the BOARD or its authorized representatives shall have full and free access to such records and the right to require that the VILLAGE, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. The VILLAGE shall share such records electronically (through a database or file share method or other electronic means) if requested by the BOARD to do so. If such audit or examination discloses that any of the VILLAGE'S statements of Gross Revenues understates Gross Revenues made during any calendar year of the Term by three percent (3%) or more, or if the VILLAGE shall have failed to furnish the BOARD any Gross Revenues statements during any calendar year or shall have failed to prepare and maintain the VILLAGE'S records as required herein, then, in addition to any other rights and remedies of the BOARD under this Agreement for each such failure, including, without limitation as set forth in Article XVII below, the VILLAGE shall pay the BOARD the cost of such audit or examination, and any deficiency in the Revenue Sharing Payments. The BOARD'S acceptance of any Revenue Sharing Payments shall be without prejudice to the BOARD'S examination, audit and other rights hereunder.

E. Gross Revenue Defined. "**Gross Revenue**" shall mean all revenue from all programs, events, rentals, sales and other activities strictly performed at the LICENSED AREA pursuant to this Agreement. If however, the Village subsidizes an event or program for the benefit of the community at a loss, this definition shall not be applicable and no fees shall be owed to the Board, fiscal evidence of the subsidized event or program for the benefit of the community operated at a loss (e.g. budgets or revenue reports) shall be made available to the Board upon request.

F. Payments. The Minimum Fee, Revenue Sharing Payment and any other payments due to the BOARD pursuant to this Agreement shall be paid by check or wire transfer, without notice, demand, deduction or setoff of any kind, when due and payable. Checks are to be paid to the BOARD and mailed to _____, Attn: _____; Wire transfers

are to be sent pursuant to BOARD instructions or by such other method and to such other place and person as the BOARD directs in writing.

G. **Delinquent Payment**. With respect to any payments required of the VILLAGE hereunder not received within fifteen (15) business days after notice of such nonpayment from the BOARD, the BOARD may charge the VILLAGE a fee equal to five (5%) percent of the delinquent payment to reimburse the BOARD for its cost and inconvenience incurred as a consequence of the VILLAGE's delinquency; provided, however, that in no event will the BOARD have to provide more than one (1) notice in any twelve (12) month period and the foregoing late fee will be assessed upon its delinquency. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

VI.

USE OF LICENSED AREA

The LICENSED AREA as identified in **Exhibit "A"** shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, by AFA pursuant to the Management Agreement for the purposes set forth therein, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the LICENSED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the LICENSED AREA for the VILLAGE's or AFA's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the LICENSED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the LICENSED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE or AFA in any way with respect to the condition of the LICENSED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the LICENSED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the LICENSED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after school programs, during which time the BOARD shall have full control, custody, right and use of the LICENSED AREA (the "**BOARD's Period of Use**"). In accordance with the licensee rights afforded to the VILLAGE under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the LICENSED AREA on weekdays beginning at 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m. (the "**VILLAGE's Period of Use**"). AFA shall only be permitted to use the LICENSED AREA during the VILLAGE's Period of Use. The VILLAGE shall reimburse the BOARD for the use of any supplies and/or consumable materials belonging to the BOARD and/or the School during the VILLAGE's Period of Use.

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved Elementary and Secondary School Calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the LICENSED AREA by the Parties for the upcoming school year. Such schedule shall set forth certain dates on which use of the LICENSED AREA by and through the VILLAGE shall be prohibited (e.g., testing days) (collectively, the "**Exclusion Dates**"). Such schedule of use and the exact areas of use may be modified in writing from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, the BOARD, in its sole and absolute discretion, may make the LICENSED AREA available to the VILLAGE for the operation of Daytime Camps for a total of four (4) weeks during the summer and/or winter holidays. The BOARD may also, in its sole and absolute discretion, allow the VILLAGE to operate the Daytime Camps in the LICENSED AREA during other School holidays (i.e., Spring Break and Thanksgiving). In either such event, the

VILLAGE's designee and the BOARD's Region Administrator shall meet to establish a schedule for use of the LICENSED AREA for the Daytime Camps. Such schedule may be modified in writing from time to time by mutual agreement of the Parties, or their authorized designees.

In the event the VILLAGE requires use of the LICENSED AREA for a special event or function during the VILLAGE's Period of Use or the BOARD's Period of Use, the VILLAGE shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice. The foregoing provision shall apply to any special events or functions held by AFA in the LICENSED AREA. Any such events shall be subject to the BOARD's approval, in its sole and absolute discretion. Any request by the VILLAGE or AFA to use the LICENSED PREMISES for a special event or function shall state the proposed date of the event (which may not be an Exclusion Date) and shall set forth whether additional security will be needed for such event. The VILLAGE acknowledges and agrees that neither the VILLAGE nor AFA may use the LICENSED AREA for any revenue-generating events held in the community center or property owned by the VILLAGE unless all such revenue is calculated and included in the Revenue Sharing Payment payable to the BOARD and is otherwise permitted under this Agreement.

The VILLAGE, in addition to its own utilization of the LICENSED AREA, shall have the option of contracting with not-for-profit parties to use the LICENSED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee, and provided such not-for-profit parties are not affiliates of AFA or providing funding to AFA. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the LICENSED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the LICENSED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the LICENSED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD

for use of the LICENSED AREA. As a precondition to use of the LICENSED AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the LICENSED AREA by for-profit parties or entities under this Agreement, except for AFA and (AFA's approved subcontractor) pursuant to the AFA Agreements, as approved by the BOARD, shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy. In the event AFA intends to contract with a third-party for programming at the LICENSED AREA, such third party shall be subject to the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion and, if approved, the VILLAGE shall cause such third party to comply with all the terms and conditions of this Agreement applicable to AFA.

The use of the LICENSED AREA by the VILLAGE (or any third parties by, through or under the VILLAGE) for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion. In no event shall fireworks be permitted in the LICENSED AREA. No animals shall be permitted in the LICENSED AREA, except for service animals as required by applicable law. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the LICENSED AREA.

The sale or consumption of alcoholic beverages by any party, including, without limitation, the VILLAGE or AFA or any of their respective personnel, guests, staff, invitees, affiliates or patrons, within the LICENSED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the LICENSED AREA shall not be used for temporary or permanent placement and use of portable toilets, storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the

LICENSED AREA, including the parking lot, at the end of the VILLAGE's daily Period of Use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, and in conformance with the requirements of Article XXXVIII(K), the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the LICENSED AREA and maintain the LICENSED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the LICENSED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to ensure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the LICENSED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the LICENSED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to a pandemic crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the LICENSED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of

facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. It is understood and agreed that, by virtue of accepting possession of the LICENSED AREA or continuing use and occupancy of same, the VILLAGE certifies to the BOARD full compliance therewith, and further represents and certifies to the BOARD that it shall continue to be in full compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto, until such time as the VILLAGE notifies the BOARD otherwise in compliance with the provisions of Article XXVIII of this Agreement. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

The VILLAGE shall implement and make known to the public by way of an easily accessible means (which shall include, without limitation, by posting fliers in the LICENSED AREA), at its sole cost and expense, an online application and phone number for the public to provide any feedback and/or complaints with respect to the VILLAGE's and AFA's use and operations at the LICENSED AREA. Any such feedback and/or complaints shall be communicated by the VILLAGE to the School Administrator in a timely fashion, and the VILLAGE shall retain all responsibility to address and resolve the feedback and/or complaints, and to timely communicate its actions with respect to such feedback and/or complaints to both the individual initiating the feedback and/or complaints and the School Administrator. In addition, the VILLAGE shall provide to the BOARD and the School Administrator a monthly report listing any feedback and/or complaints and the actions taken by the VILLAGE in connection therewith.

The VILLAGE shall cause AFA, and any other third parties who use the LICENSED AREA, by, through or under the VILLAGE, to comply with the terms and provisions of this Article VI.

VII.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE LICENSED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the LICENSED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the LICENSED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the LICENSED AREA and/or construct new improvements within the LICENSED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1**" attached hereto and made a part hereof (the "**Improvements**"). The Fence Work and Improvements as depicted in **Exhibit "D"** and **Exhibit "D-1"**, along with any future recreational improvements to be constructed by the VILLAGE on the LICENSED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer fields (the "**Soccer Fields**") to allow for multi-purpose use of such field by the Parties.

Construction of the Work shall commence (as evidenced by visible construction work on the LICENSED AREA and not site development work) no later than nine (9) months following the Effective Date (the "**Estimated Commencement Date**"), and the VILLAGE shall diligently and continuously pursue completion of the Work such that the Work shall be completed no later than the date which is twelve (12) months following commencement of the Work (the "**Completion Deadline**"), unless such Completion Deadline is extended by the BOARD; provided, however, that the Fence Work shall be completed within ninety (90) days following the Effective Date of this Agreement, unless otherwise agreed to by the Parties. The VILLAGE and the BOARD hereby approve the construction and phasing schedule attached to this Agreement as **Exhibit "E"** and incorporated herein for completion of the Work (the "**Construction and Phasing Schedule**"), which Construction and Phasing Schedule includes any Exclusion Dates during which

construction shall not be permitted, any critical path performance dates, and recognizes the School's use of the LICENSED AREA (and/or any portions thereof) for school activities during construction of the Work (including, without limitation, physical education activities). Upon commencement of the Work and the request of either party, the BOARD and the VILLAGE will confirm in writing the date of commencement of the Work. The Work shall be deemed completed upon the date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Work, which document shall be attached hereto and made a part hereof as **Exhibit "C"** (such date is referred to herein as, the "**Commencement Date**").

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the LICENSED AREA, the VILLAGE shall prepay to the BOARD _____ Percent (___%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the LICENSED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the LICENSED AREA for purposes of constructing the Work shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the LICENSED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the LICENSED AREA, the VILLAGE shall submit the site plan and plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which

the BOARD may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. In no event shall the site plan and/or the plans and specifications for the Work be deemed approved by the BOARD due to the BOARD's failure to respond to any requests for approval. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. The VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the LICENSED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the LICENSED AREA, except as otherwise provided for in this

Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to ensure that construction related activities to be performed within the LICENSED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the LICENSED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise, dust and/or odor during construction within the LICENSED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

If the BOARD, or its designee, requests that the VILLAGE cease any work within the LICENSED AREA due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the LICENSED AREA to indemnify, defend and hold harmless the BOARD, its

employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the LICENSED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the LICENSED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early

termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the LICENSED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period, the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the LICENSED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the LICENSED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the LICENSED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the Improvements At the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the LICENSED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the LICENSED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to either (i) complete the Fence Work within ninety (90) days of the Effective Date, (ii) commence the Work by the Estimated Commencement Date, or (iii) complete the Work by the Completion Date, shall constitute a breach under this Agreement, and

in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD's option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth in the Construction and Phasing Schedule**.** Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Construction and Phasing Schedule, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD'S option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In such event, the VILLAGE covenants and agrees to restore the LICENSED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Effective Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in **Exhibit "D"** and **Exhibit "D-1"**, in the event the VILLAGE wishes to make any other improvements within the LICENSED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVIII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the LICENSED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the LICENSED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the LICENSED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible, at its sole cost and expense, for providing all maintenance, repair, replacement and upkeep of the LICENSED AREA, including, without limitation, the Soccer Fields, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the mowing the lawn in the LICENSED AREA which shall remain the responsibility of the BOARD.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use, at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

During the VILLAGE's Period of Use, the VILLAGE shall be responsible for providing all custodial or janitorial services in the LICENSED AREA, including, without limitation, pick-up and removal of trash and litter within the LICENSED AREA generated during the VILLAGE's Period of Use. During the BOARD's Period of Use, the BOARD shall be responsible for providing all custodial or janitorial services to in the LICENSED AREA, including, pick-up and removal of trash and litter within the LICENSED AREA generated during the BOARD'S Period of Use. All such maintenance and custodial/janitorial services, whether provided by, through or under the VILLAGE or the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

IX.

INSURANCE

The VILLAGE shall, on or before the Effective Date of this Agreement, and all times during the Term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, provided, however, that following the completion of the Work, such Commercial General Liability Insurance shall be in an amount not less than $2 Million combined single limit per occurrence for bodily injury and property damage and not less than $5 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes and (4) during construction of the Work, Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. In addition to the foregoing, following completion of the Work, the VILLAGE shall maintain the following insurance and provide proof thereof to the BOARD: "all-risk" or "special form" property insurance covering all of the Improvements in the LICENSED AREA and the VILLAGE's personal property in, on or at the LICENSED AREA, including, without limitation, any trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages held by the VILLAGE, AFA and any other party as required herein except Workers' Compensation Insurance. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the

term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. The VILLAGE shall also cause AFA to carry the insurance policies required to be maintained by this Article IX and provide proof of such insurance to the BOARD. Additionally, during construction of the Work, any contractor and subcontractor performing the Work shall carry, at such contractor or subcontractor's sole cost and expense, the insurance policies required to be maintained by this Article VII. The VILLAGE shall cooperate with the BOARD in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by the VILLAGE, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

X.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes, constructs or causes to construct any improvements requiring utility service, including any existing improvements now located within the LICENSED AREA, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities, known or unknown, located on the LICENSED AREA, including two (2) existing utility easements, or any other utility easements now located or to be located on the LICENSED AREA or School Site, generated or impacted as a result of the Work. The BOARD shall have no liability for the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or ongoing operations of the School, or replacement thereof necessitated by such activities, and for the impact on the VILLAGE's use of the LICENSED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer or other facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for

repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity and the BOARD.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

XI.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE and the acts or omissions of AFA. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed

to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE and the acts or omissions of AFA, or as a result of the negligence of any unrelated third party.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause AFA and each and every of the VILLAGE's Contractors to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by the VILLAGE, AFA, and/or the VILLAGE's Contractors.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the AFA Agreements, the VILLAGE's dealings with AFA and AFA's use of the LICENSED AREA. The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XII.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE, AFA or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE or the

actions or omissions of AFA, and their respective agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIV.

ASSIGNMENT AND SUBLETTING

Except as otherwise preapproved in this Agreement, the VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the LICENSED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or, except for AFA under the AFA Agreements, allow any other individual or entity to operate or manage the LICENSED AREA, or permit the LICENSED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XV.

TERMINATION OF AFA AGREEMENTS

In the event the AFA Agreements are terminated, the VILLAGE shall provide written notice to the BOARD, as set forth in Article XXVIII, within five (5) days of such termination. In such event, the BOARD shall have the right to immediately terminate this Agreement upon written notice to the VILLAGE; the VILLAGE shall remain liable for the construction and completion of the WORK and the VILLAGE's maintenance obligations as set forth in this Agreement, at the VILLAGE's sole cost and expense. The VILLAGE shall have the right to contract with a replacement entity to construct the Work and operate or manage the LICENSED AREA in accordance with this Agreement. Such replacement entity and any agreements for the development and/or management of the LICENSED AREA between the VILLAGE and such replacement entity shall be subject to the BOARD's written approval, in its sole and absolute discretion, and the provisions of this Agreement applicable to AFA shall apply to such replacement entity.

XVI.

CANCELLATION

In addition to the provisions of Article XVII and Article XX, at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement, in whole or in part, with six (6) months advance written notice to the VILLAGE, if the BOARD determines that the LICENSED AREA, in whole or in part, is needed for educational or other purposes, as determined by the BOARD in its sole discretion. In the event the BOARD cancels this Agreement as a result of the BOARD determining that the LICENSED AREA is needed for educational or other District purposes pursuant to this Article XVI after the seventh (7th) anniversary of the Effective Date, the Parties agree to utilize best efforts to enter into a new Joint Use Agreement, which will permit use of an amended Licensed AREA for the remainder of the term provided for in Article III, if possible. At minimum, the Village shall have access to the walking path for at least 15 years.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVII of this Agreement.

XVII.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE breaches its obligations to pay the Minimum Fee, the Revenue Sharing Payment and any other sum due to the BOARD under this Agreement and the breach continues for fifteen (15) business days after receiving written notice from the BOARD specifying such breach, then, in addition to any other right or remedy given hereunder, at law or in equity for such breach (all of which shall be cumulative), the BOARD shall have the immediate right to terminate this Agreement, without penalty, by written notice to the VILLAGE. If the VILLAGE is in breach of any non-monetary obligation of the VILLAGE under this Agreement and the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, then, the BOARD shall have the following rights and

remedies, all of which shall be cumulative and in addition to any other right or remedy given hereunder or available at law or in equity: (i) terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE, (ii) seek the equitable remedy of specific performance; provided, however, that if the equitable remedy of specific performance is impracticable or otherwise unavailable, then the BOARD shall have the right to pursue an action to recover the BOARD's damages against the VILLAGE, or (iii) perform the obligations of the VILLAGE, including, without limitation, completing the Work, whereupon the VILLAGE shall be obligated to reimburse the BOARD for the costs so incurred by the BOARD. In the event the BOARD elects to complete the Work as provided in (iii) above and the AFA Agreements are in effect, the BOARD may elect, but is not required, in its sole and absolute discretion, to allow AFA to continue to complete the Work. The Village and AFA shall require, in their construction contracts with contractor(s), a provision for liquidated damages since it is not possible to ascertain damages at this time. Any liquidated damages imposed in regard to Board owned property shall be paid to the School Board, liquidated damages imposed in regard to Village property shall be paid to the Village.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the LICENSED AREA in compliance with Article XXI of this Agreement.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the LICENSED AREA, without hindrance or interference by the other Party.

XIX.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the LICENSED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the LICENSED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the LICENSED AREA.

XX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the LICENSED AREA or the School, as a result of the license, use, and occupancy of the LICENSED AREA by the VILLAGE or any other party by, through or under the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S license, use or occupancy of the LICENSED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Agreement.

XXI.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the LICENSED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items

belonging to the VILLAGE from the LICENSED AREA, including any signage installed by the VILLAGE (and, in each case, any third-parties using the LICENSED AREA by, through or under the VILLAGE). In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the LICENSED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the LICENSED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXIII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the LICENSED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the LICENSED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXVI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVIII.

NOTICE AND GENERAL CONDITIONS

A. As set forth elsewhere in this Agreement, any correspondence between the VILLAGE and AFA dealing with notice(s) of default, are to be timely provided to the BOARD. Additionally, all notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable

overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

With a copy to:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any consent and/or approval of any documents and/or agreements that require the BOARD's consent and approval pursuant to this Agreement and all approvals or waivers required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the LICENSED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, and canceling or terminating the Agreement, as and to the extent authorized to do so pursuant to the resolutions and recommendations of the members of the BOARD authorizing this Agreement or any amendment hereto.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" or "**day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. References to "**Holidays**" and "**holidays**" in this Agreement shall refer to the holidays and/or breaks as set forth in the School Calendar. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXIX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the LICENSED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the LICENSED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE shall be obligated to repair or replace the damaged/destroyed facilities to the same condition or better than as previously existed prior to the casualty, at the VILLAGE's sole cost and expense. The VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default. Notwithstanding this requirement, the BOARD, at its sole option, may elect to cancel the Agreement, or allow the VILLAGE to cancel the Agreement, provided the VILLAGE places the improvements in a safe and secure condition prior to the effective date of cancelation.

Any damage or destruction sustained to all or portions of the LICENSED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed to the same condition or better than as previously existed prior to the damage or destruction within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default. The VILLAGE shall be responsible under this Article XXIX for any damage caused by, through or under AFA. Additionally, the VILLAGE shall repair any vandalism to the LICENSED AREA and/or School during the VILLAGE's Period of Use. The VILLAGE shall also be required

to reimburse the BOARD for any required overtime costs for BOARD personnel due to any damage to the LICENSED AREA and/or School during the VILLAGE's Period of Use.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the LICENSED AREA in compliance with Article XX of this Agreement.

XXX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the LICENSED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the LICENSED AREA, at the VILLAGE'S expense, any signage erected by, through or under the VILLAGE, and restore the area to the same or better condition as existed prior to the installation of such signage.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or LICENSED AREA, or arising from the VILLAGE's and AFA's use or occupancy of the LICENSED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the LICENSED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the LICENSED AREA, or that arises at any time from use or occupancy of the LICENSED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the LICENSED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the LICENSED AREA, or the transportation to or from the LICENSED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the LICENSED AREA and School, and shall be responsible under this Article XXXI for compliance with Environmental Laws by, through or under AFA. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the LICENSED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by, through or under the VILLAGE with respect to the LICENSED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the LICENSED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the LICENSED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of receipt, any certificate that the BOARD may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PARTIES shall keep and maintain public records required to perform the service. The PARTIES shall keep records to show its compliance with this Agreement. The PARTIES' contractors and subcontractors must make available, upon request of a Party, or a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PARTIES or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either PARTY, the PARTIES shall provide a copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The PARTIES shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement. The PARTIES, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The PARTIES, upon completion of the Agreement, shall

maintain public records required by to perform the service. The PARTIES shall meet all applicable requirements for retaining public records. **IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prradadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

XXXV.

USE OF FACILITY AS A REVENUE GENERATOR

Except as otherwise expressly permitted by this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the LICENSED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the LICENSED AREA.

XXXVI.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing

the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVII.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and AFA and all of their respective employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article VI of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the LICENSED AREA.

Additionally, the VILLAGE agrees that each of the VILLAGE's and AFA's employees, representatives, agents, subcontractors or suppliers who are permitted access on the LICENSED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD,

if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the LICENSED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of the VILLAGE's and AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its or AFA's employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVIII.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If all or portions of the LICENSED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. BROKERS: The VILLAGE and Board both represent that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement.

E. PROMOTION: Other than activities undertaken to promote program(s) within the LICENSED AREA, the LICENSED AREA shall not be used for promotion or advertising of any type or nature whatsoever. Additionally, the BOARD retains the right at all times to require promotional initiatives or advertising by either the VILLAGE or AFA to be terminated or significantly modified, if the BOARD, in its sole determination, advises the VILLAGE that such promotional material is not in the BOARD's best interest or violates BOARD Policy in any way.

F. USE APPROVALS: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the LICENSED AREA, prior to commencement of the Agreement.

G. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. Signatures transmitted via electronic means shall be deemed original signatures for all purposes hereunder.

H. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the LICENSED AREA or School is rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or license of same pursuant to this Agreement, payment of any taxes or assessments imposed as a result thereof shall be remitted by the VILLAGE to the BOARD within ten (10) days of receipt of notice, without demand.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

J. SECURITY AND SUPERVISION: Notwithstanding any other provision of this Agreement, the VILLAGE acknowledges and agrees that it shall work through the District's Police

Department to secure the services of one or more off-duty District Police Officers (with the quantity of District Police Officers as established by the BOARD or designee), at the VILLAGE's sole cost and expense, to provide proper supervision and security of the LICENSED AREA at all times during the VILLAGE's Period of Use as further outlined in Article VI of this Agreement and during any other times in which the VILLAGE is permitted to use the LICENSED AREA pursuant to this Agreement. The VILLAGE shall require that AFA employ off-duty District Police Officers for security services under the AFA Agreements. Notwithstanding this requirement, the District's Police Department may elect, from time to time, to allow the VILLAGE to utilize sworn Police Officers other than District Police Officers to meet the VILLAGE's security and supervision obligations under this Agreement.

In addition to securing the service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, the VILLAGE shall provide proper supervision of the LICENSED AREA using trained and qualified personnel, and keep the LICENSED AREA safe and secure at all times during the VILLAGE's use of the LICENSED AREA. The LICENSED AREA shall be attended at all times during the VILLAGE's and/or AFA's use of the LICENSED AREA, at the VILLAGE's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the LICENSED AREA safe and secure.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may require the VILLAGE or AFA to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the LICENSED AREA, and failure to meet these requirements shall be deemed a material breach of the Agreement.

The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity related to any health and safety issues or law enforcement incidents that occurred on or near the LICENSED AREA during the VILLAGE's and/or AFA's use of the LICENSED AREA. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE or AFA required to mitigate any further incidents in this regard.

References to the District Police Officers in this subsection K. shall mean Police Officers who serve on behalf of Miami-Dade County Public Schools.

K. STORMWATER EVALUATION. The BOARD and the VILLAGE shall continue to evaluate potential stormwater improvements within the LICENSED AREA, which would help mitigate flooding within the surrounding area and the School, which stormwater improvements, if agreed to by the Parties, shall be considered part of the Work for all purposes under this Agreement and shall be constructed by the VILLAGE, at its sole cost and expense.

L. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice.

XXXIX.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

_____
Print Name: _____

_____
Print Name: _____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board General Counsel
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

_____
Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

_____
Print Name: _____

_____
Print Name: _____

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
VILLAGE Clerk
Date: _____

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney
Date: _____

EXHIBIT "A"
TO
JOINT USE AGREEMENT

LICENSED AREA

[consisting of __ pages, including this title page]

EXHIBIT "B"
TO
JOINT USE AGREEMENT

DRAFT AFA AGREEMENTS

EXHIBIT "C"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of __pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "D"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of __ pages, including this title page]

EXHIBIT "D-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of __ pages, including this title page]

Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

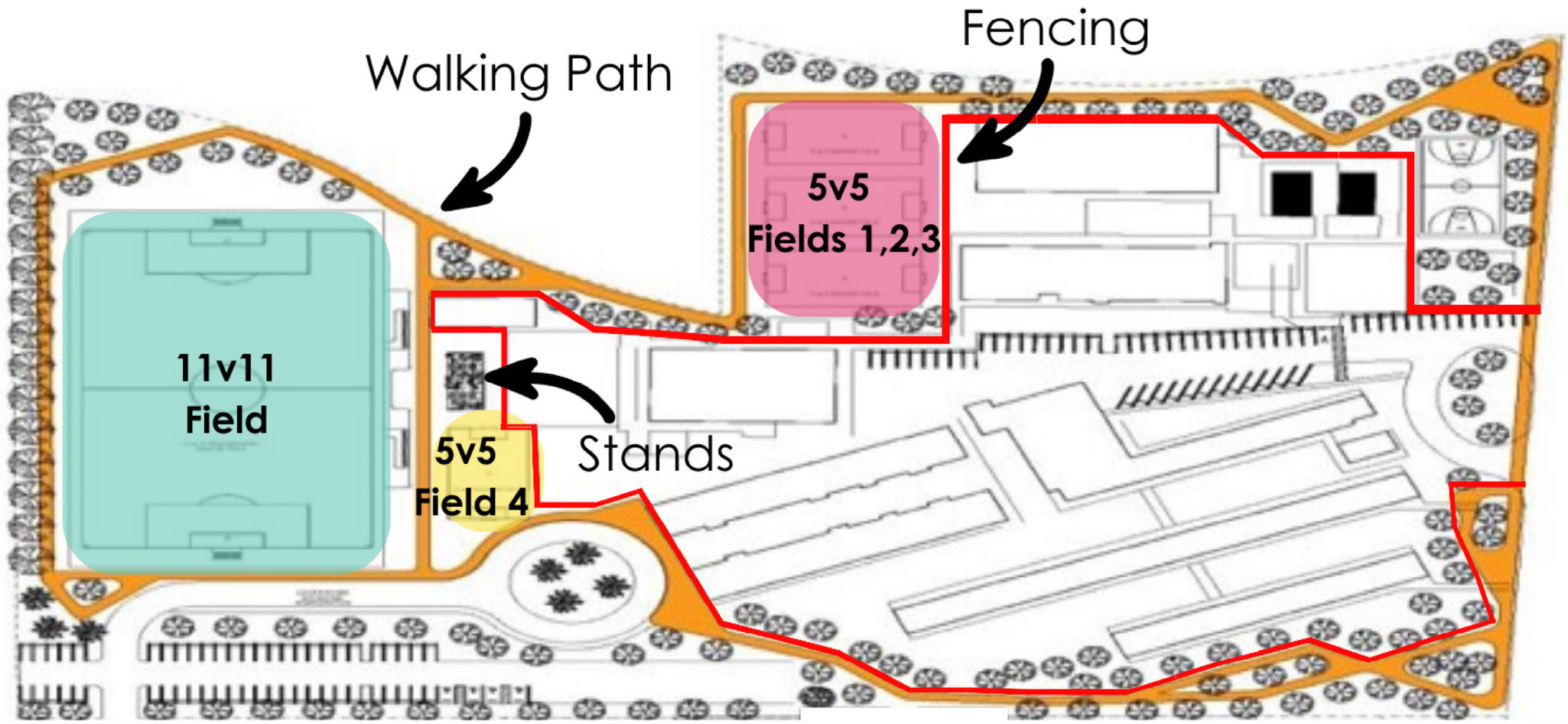
[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

EXHIBIT "E-2"
TO
JOINT USE AGREEMENT

CONSTRUCTION AND PHASING SCHEDULE

[consisting of __ pages, including this title page]

EXHIBIT "A" - LICENSED AREA



North Bay Village

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

APPLICATION FORM FOR SITE PLAN APPROVAL

This application form is to be used to petition for Site Plan Approval pursuant to Sections 5.5 through 5.8, and 5.17 through 5.20, as well as Special Area Plan approval pursuant to Subsection 15.2.G. of the North Bay Village Unified Land Development Code.

Submit one (1) electronic file of your application, with all the required information to the Village Planning and Zoning Official via svargas@cgasolutions.com and deliver five (5) physical copies of materials to the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Site Plan Approvals require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

All fees shall be paid prior to the Planning and Zoning Official's review of the application. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: North Bay Village

2. Contact Phone: _____ Email Address: _____
3. Mailing Address: 1666 79th St. Causeway, North Bay Village FL 33141

4. Applicant Name: _____
(If different from Owner)

5. Contact Phone: _____ Email Address: _____

6. Mailing Address_____

7. Address or location of Property Covered by the Application: _____
1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 33141

8. Legal Description of Property Covered by the Application (add pages if needed):
SEE SURVEY

9. Folio Number(s): 23-3209-014-0200
10. Total Site Area (square feet): 48,000
11. Current Land Use of Property: RM-40
12. Future Land Use and Zoning Designations: PARKS & RECREATION/RM 40
13. Are the Future Land Use or Zoning being amended? Yes: _____ No: X. If Yes, what are the proposed designations? _____
14. Project Type ___ Single-Family Residential ___ Multifamily/Planned Residential Development ___Non-Residential/Mixed-Use ___Development Agreement Required?
15. Project Description (additional pages may be attached): SPORTS & COMMUNITY COMPLEX

NORTH BAY VILLAGE COMMUNITY CENTER



INDEX

A-0.0 - COVER SHEET
A-0.1 - RENDERINGS - ARCHITECTURAL CONCEPT
A-0.2 - RENDERINGS - ARCHITECTURAL CONCEPT
A-0.3 - RENDERINGS - ARCHITECTURAL CONCEPT
A-0.4 - AERIAL VIEW
A-0.5 - PLANIMETRY
A-1.0 - SITE PLAN
A-1.1 - GROUND FLOOR PLAN
A-1.2 - FIRST FLOOR PLAN
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A-4.0 - GREEN BUILDING PROGRAM
A-5.0 - PARKING DETAIL
A-6.0 - CONCEPTUAL TRAIL
L-200 - TREE DISPOSITION PLAN
L-210 - LANDSCAPE PLAN AND SCHEDULE
L-211 - LANDSCAPE DETAILS AND NOTES
C1 - GEOMETRY
C2 - PAVING, GRADING AND DRAINAGE
C3 - SITE UTILITIES

THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION.
IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

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ARCHITECT
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1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

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1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA 33141
Client Name
NORTHBAY VILLAGE
FOLIOS # 23-3209-0144-0200

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 15-09-2023

MARK	DATE	DESCRIPTION
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	30-10-2023	2
	12-10-2023	1

A.B.	AS-BUILT
R.A.P.	REVISION AFTER PERMIT
B.D.C.	BUILDING DEPT. COMMENTS
C.C.	COORDINATION CHANGES
P.S.	PERMIT SET
D.D.	DESIGN DEVELOPMENT
P.H.	PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

COVER SHEET
A-0.0





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SEAL

plot date: 15-09-2023

SHEET TITLE

RENDERINGS

A-0.1







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P.H.	PUBLIC HEARING

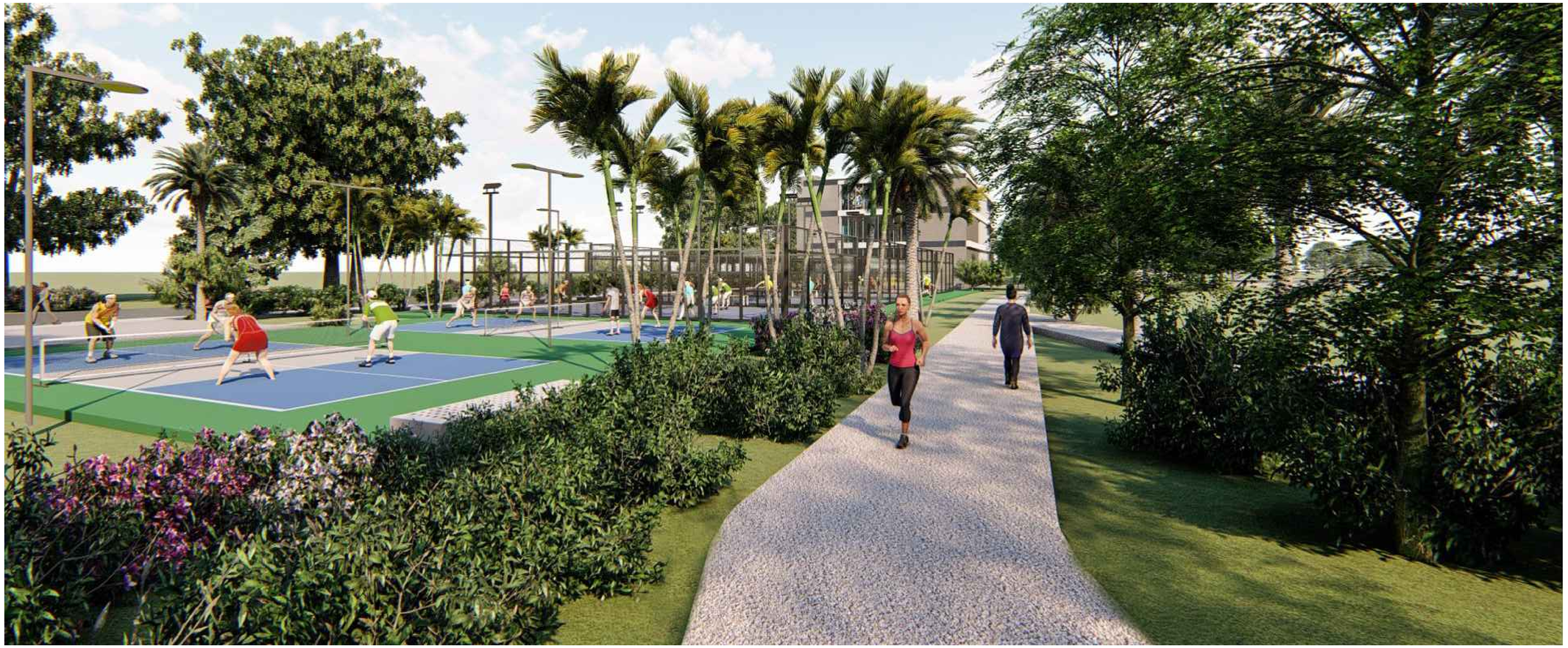
Architect:
JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE
RENDERINGS
A-0.2







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P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
15-09-2023

SHEET TITLE

RENDERINGS
A-0.3



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Architect:

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SEAL

plot date:
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SHEET TITLE

AERIAL VIEW
A-0.4



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P.H.	PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
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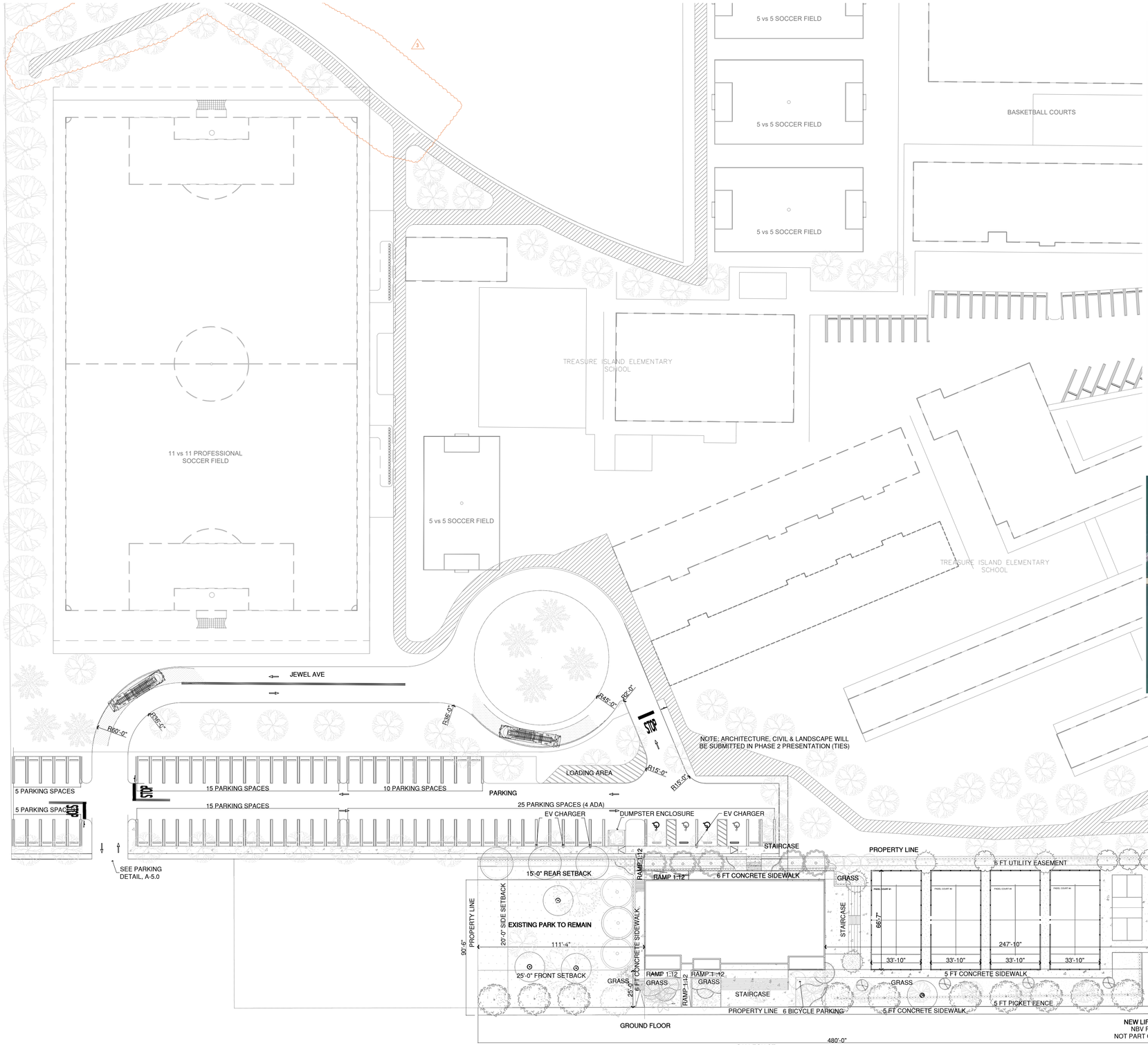
SHEET TITLE

PLANIMETRY
A-0.5



ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 3314133141
FOLIO # 23-3209-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNINTY FACILITY
TOTAL AREA	48,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			18,762 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	48,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	480'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	3 STORIES - 45'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,418 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	45.85% (21,418 SQ.FT.)
SIDEWALKS			5,255 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	2,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 8 CAR SPACES	
CONCESSION	1,000 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT. 13 CAR SPACES	
MUSEUM	1,200 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT. 3 CAR SPACES	
MULTI-PURPOSE COMMUNITY ROOM	3,300 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 11 CAR SPACES	
COURTS	6	5 CAR SPACE / PER COURT. 30 CAR SPACES	
TOTAL PARKING		65 CAR SPACES	75 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT B 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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OVERALL SITE PLAN

NORTH

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P.H.		PUBLIC HEARING

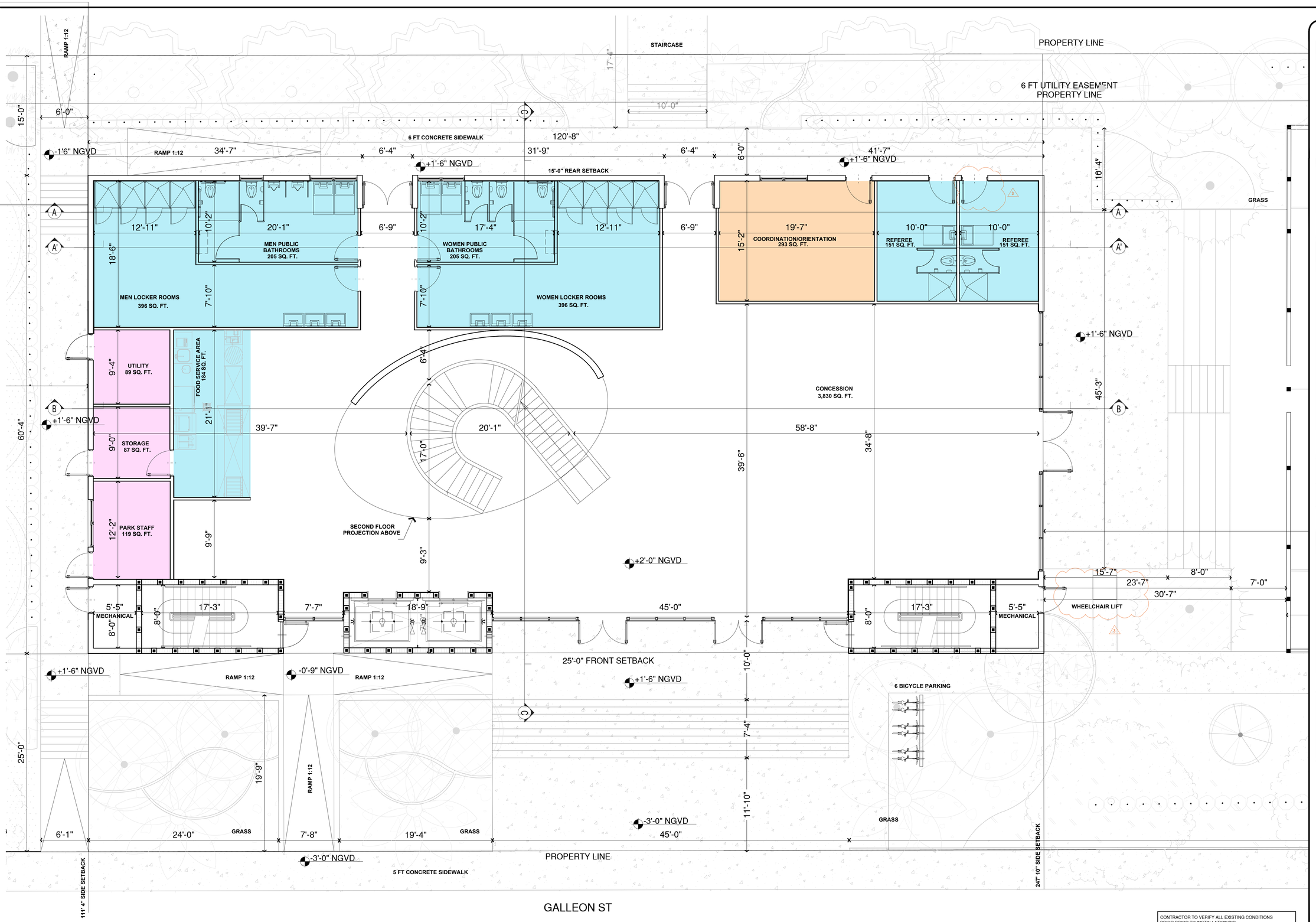
Architect:

JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

SITE PLAN
A-1.0



GROUND FLOOR
SCALE 3/16" - 1'-0"

NORTH

- OFFICE AREA
- GENERAL AREA
- SANITARY AREA
- SERVICE AREA

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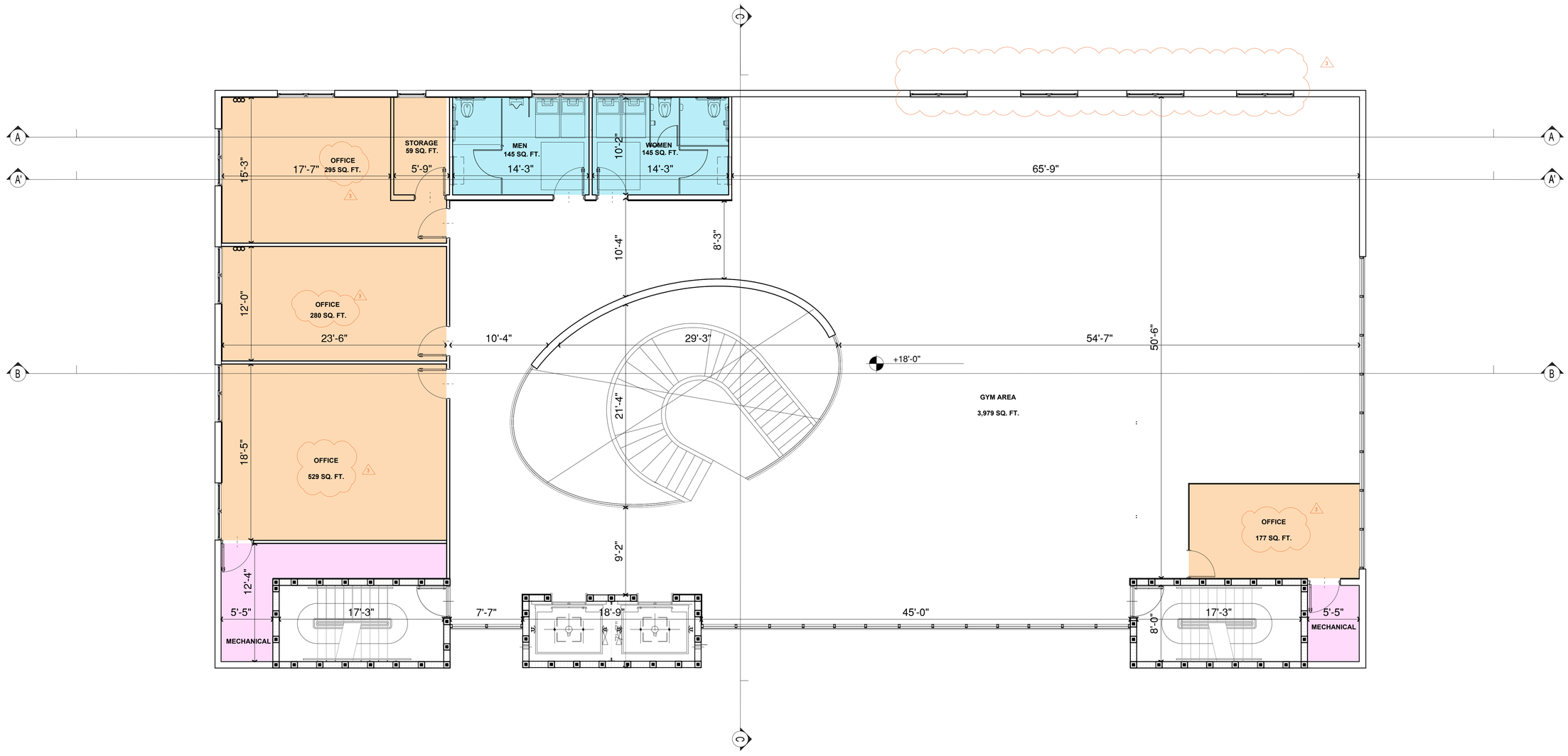
SHEET TITLE

GROUND FLOOR PLAN

A-1.1



FIRST FLOOR
SCALE 3/16" - 1'-0"

NORTH

- OFFICE AREA
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plot date:
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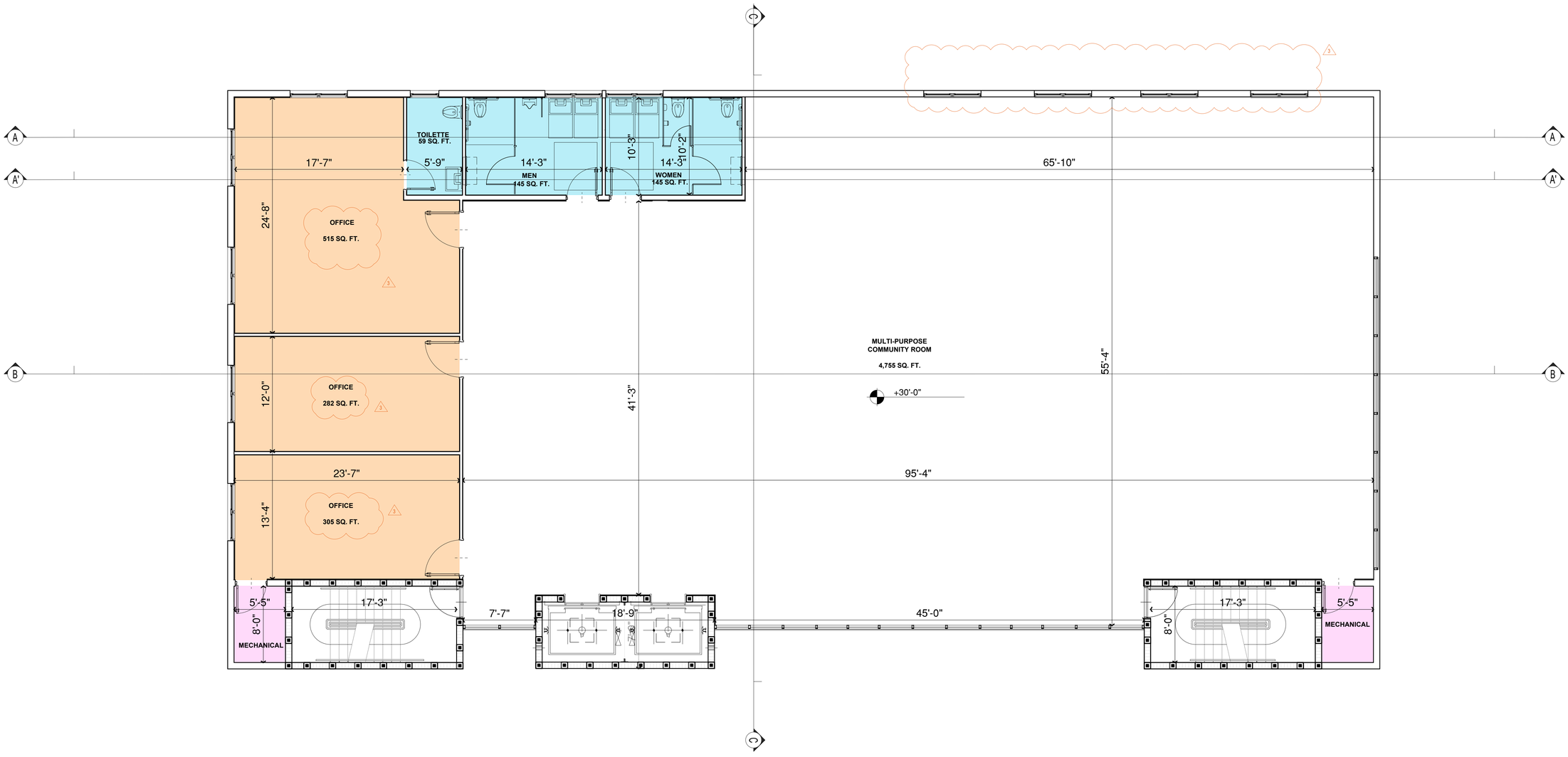
SHEET TITLE

FIRST
FLOOR PLAN

A-1.2



SECOND FLOOR
SCALE 3/16" - 1'-0"

NORTH

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- GENERAL AREA
- SANITARY AREA
- SERVICE AREA

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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346 CONSERVATION DRIVE
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PHONE: (954) 999-8085
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
NORTH BAY VILLAGE COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA 33141
Client Name
NORTHBAY VILLAGE
FOLIOS # 23-3209-0144-0200

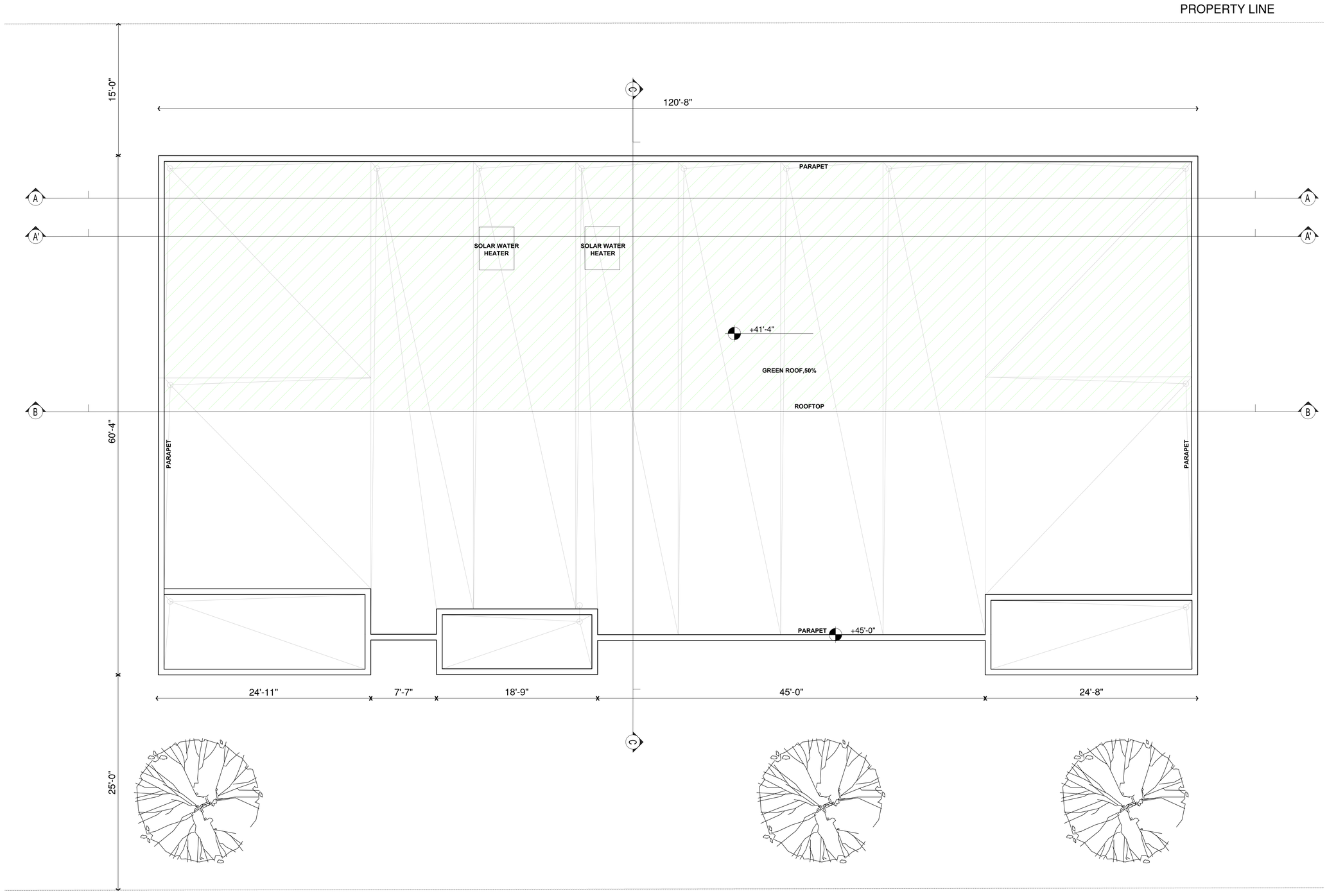
PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 15-09-2023

MARK	DATE	DESCRIPTION
	16-11-2023	3
	30-10-2023	2
	12-10-2023	1
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE
SECOND FLOOR PLAN
A-1.3



ROOF PLAN
SCALE 3/16" - 1'-0"

NORTH

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P.H.	PUBLIC HEARING

Architect:

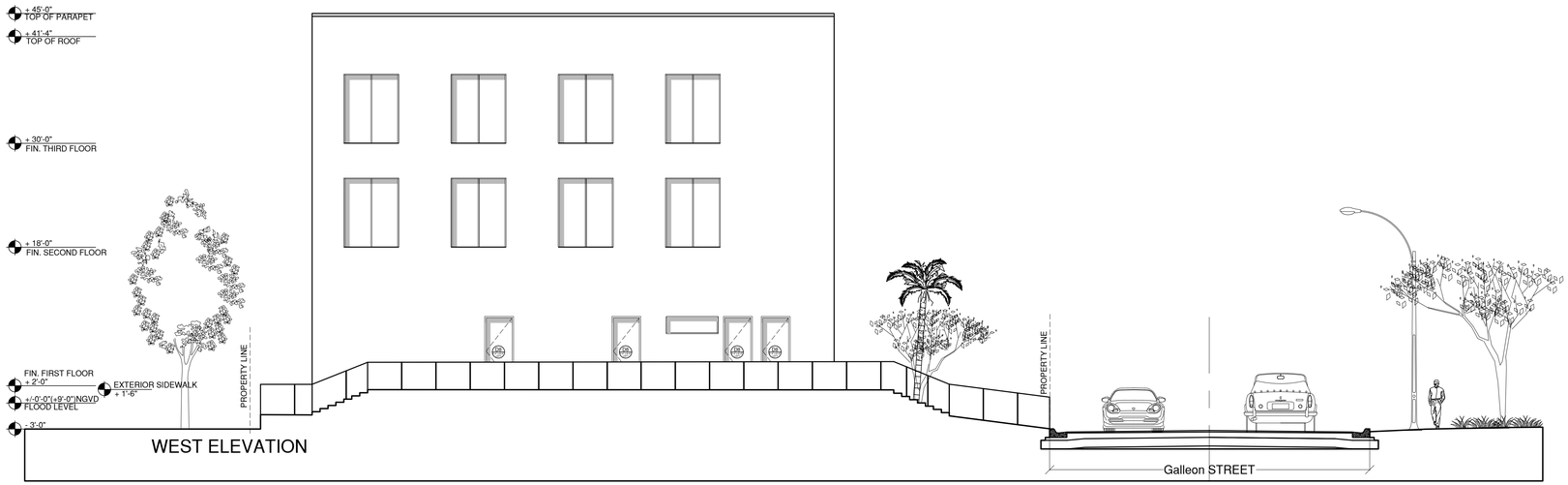
JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

ROOF
FLOOR PLAN

A-1.4



WEST ELEVATION



EAST ELEVATION

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P.S.	PERMIT SET
D.D.	DESIGN DEVELOPMENT
P.H.	PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date: 15-09-2023

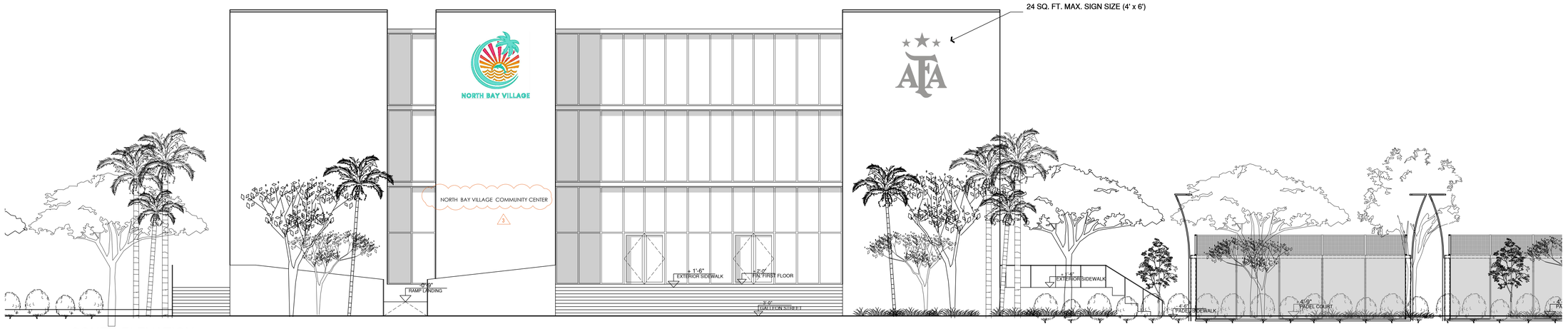
SHEET TITLE

ELEVATIONS

A-2.0



NORTH ELEVATION



SOUTH ELEVATION

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P.H.	PUBLIC HEARING

Architect:
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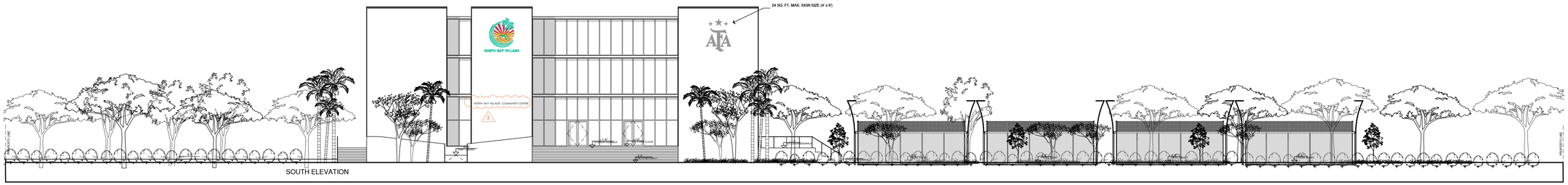
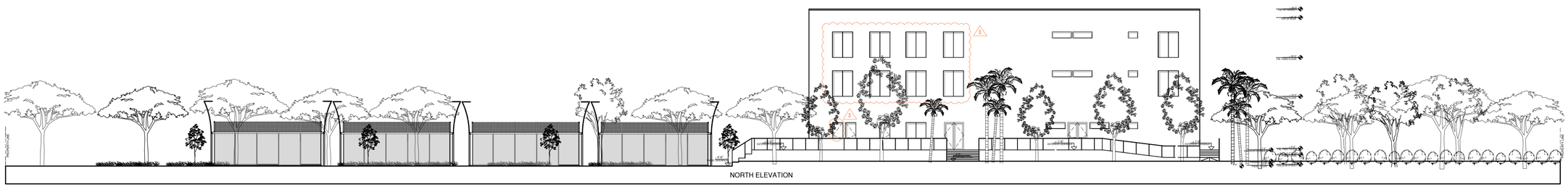
SEAL

plot date: 15-09-2023

SHEET TITLE
ELEVATIONS
A-2.1



SOUTH ELEVATION



NORTH ELEVATION

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Architect:

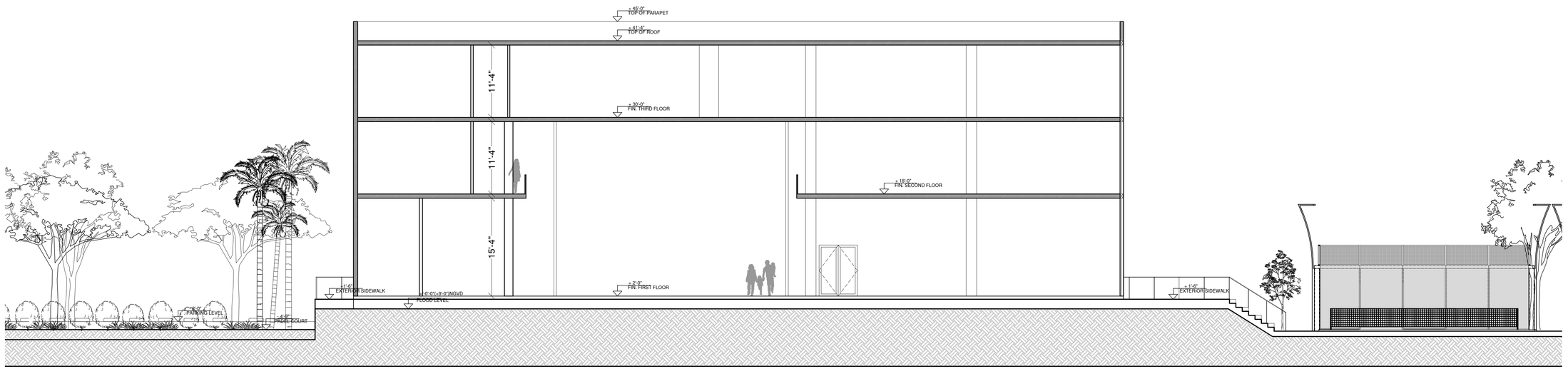
JAIME PLANA
SEAL

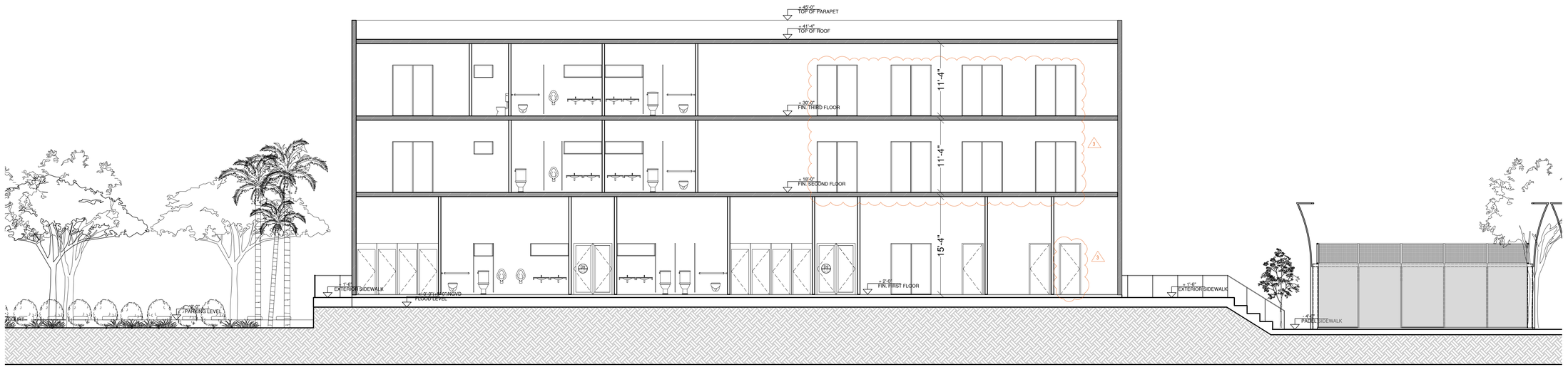
plot date: 15-09-2023

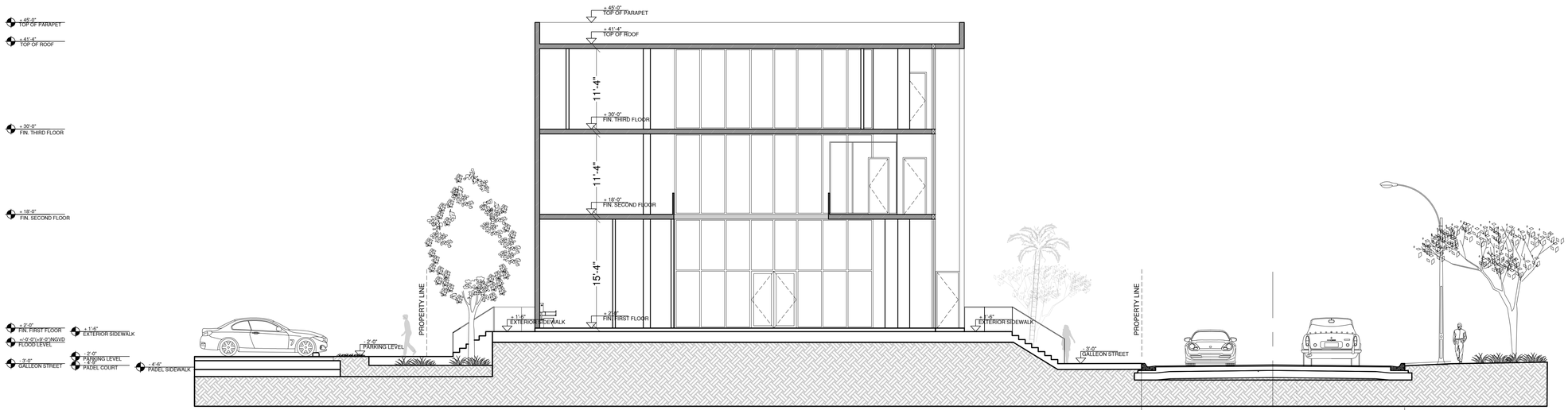
SHEET TITLE

ELEVATIONS

A-2.2







WEST SECTION C-C

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15-09-2023

SHEET TITLE

SECTIONS
A-3.0



ENHANCED HURRICANE RESISTANT STRUCTURE



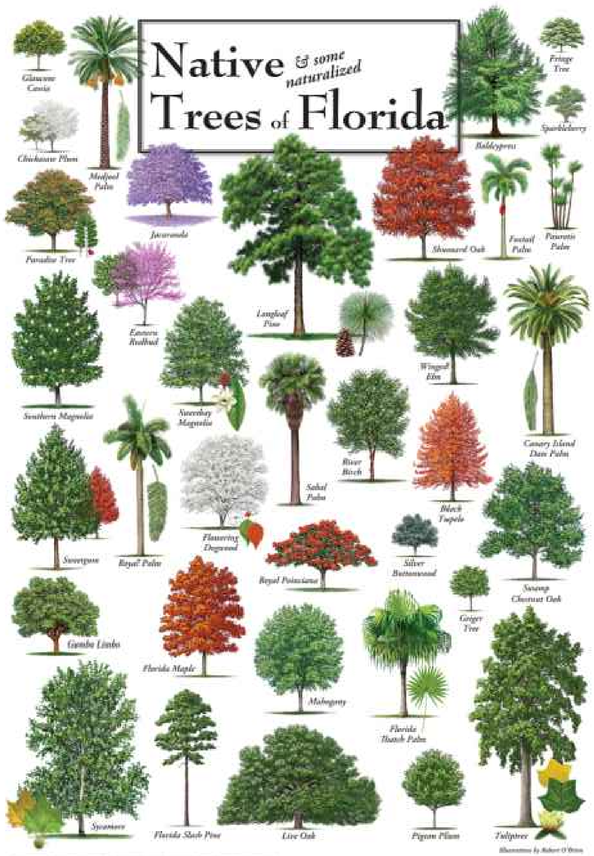
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

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P.H. PUBLIC HEARING

Architect:

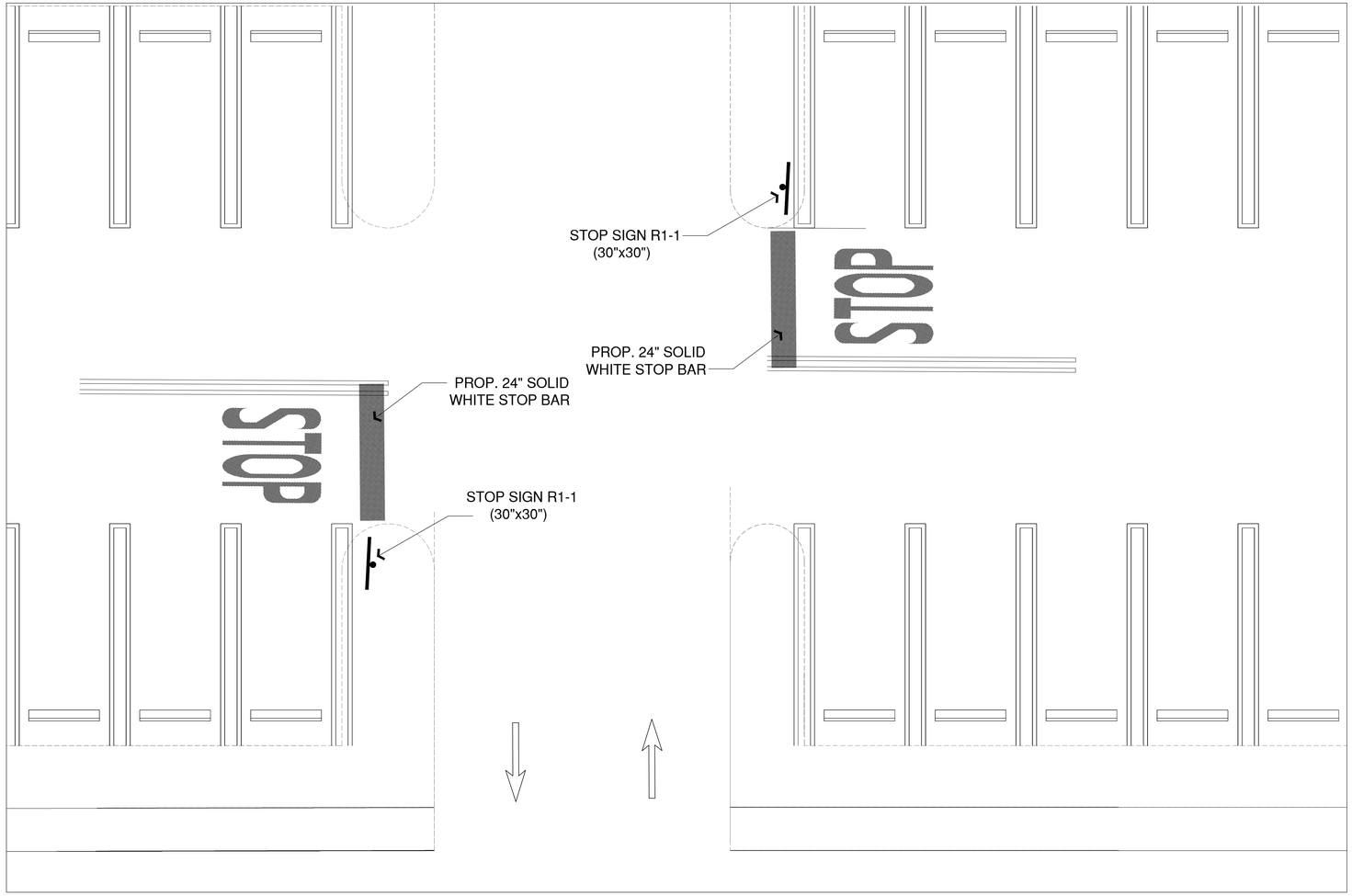
JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

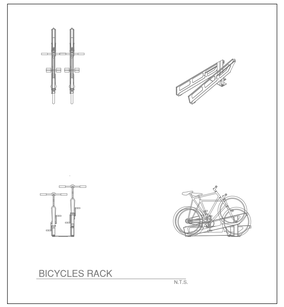
GREEN BUILDING PROGRAM

A-4.0



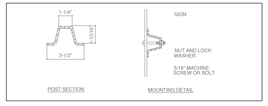
GROUND FLOOR
SCALE 3/16" - 1'-0"

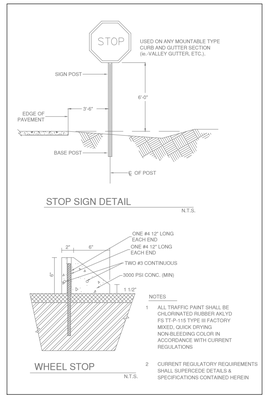
NORTH



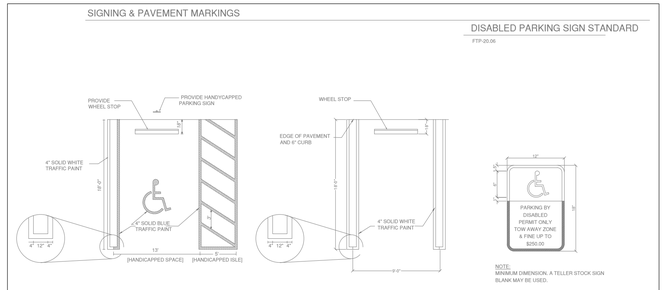


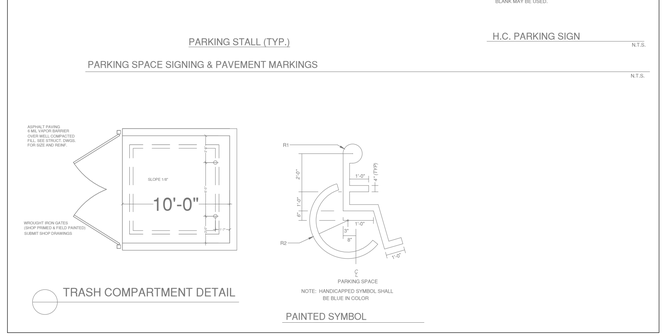
ELECTRIC VEHICLE CHARGING STATION SIGN

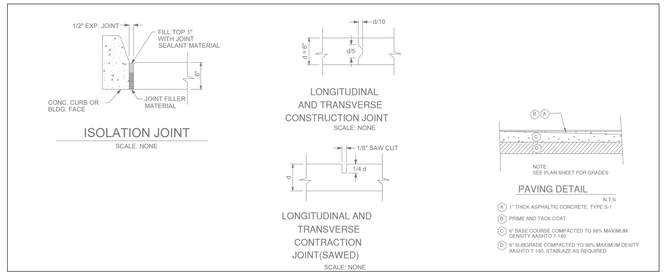




SIGNING & PAVEMENT MARKINGS







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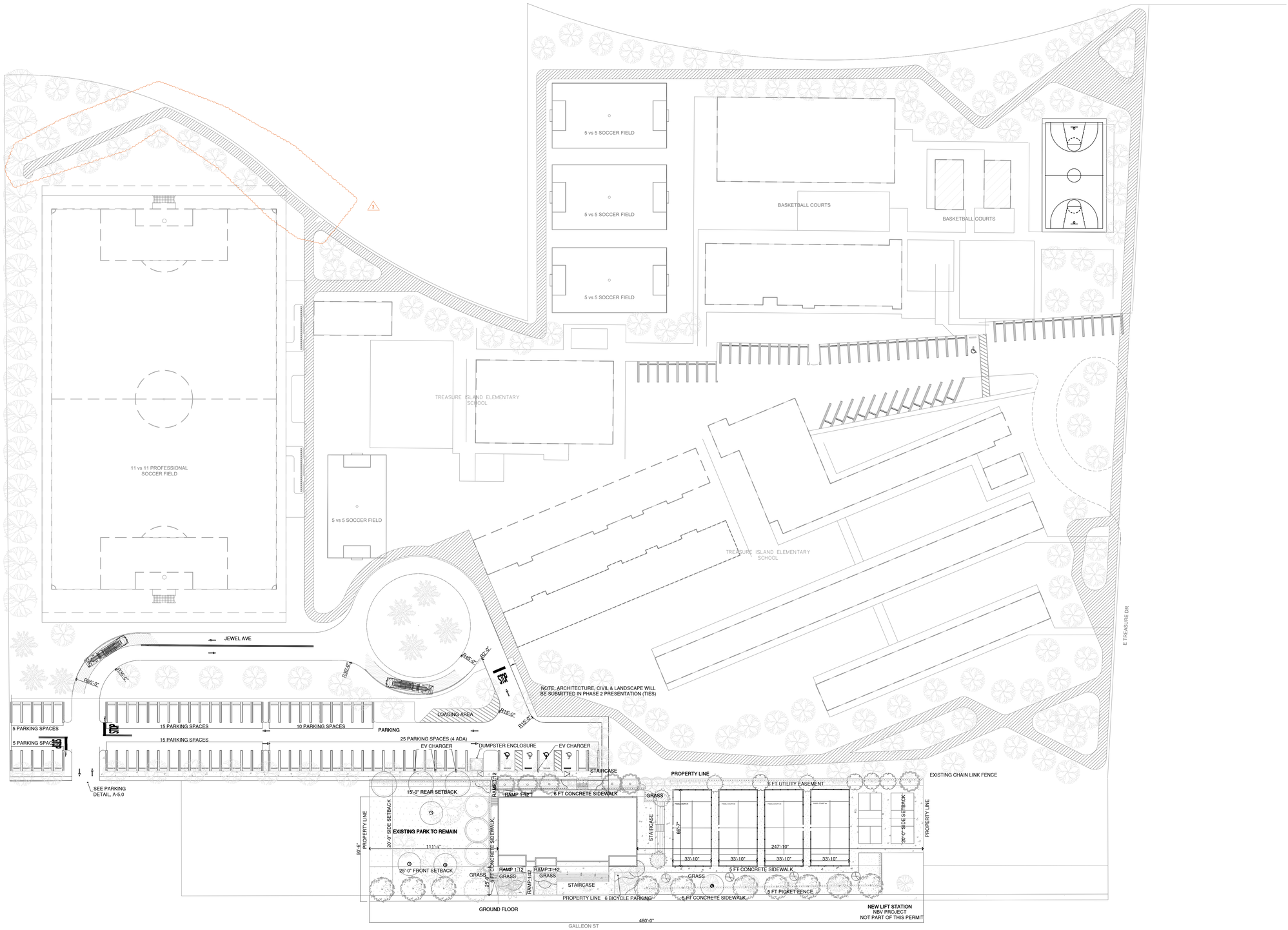
Architect:

JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

PARKING DETAIL
A-5.0



NORTH

PEDESTRIAN PATH LAYOUT

ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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Architect:

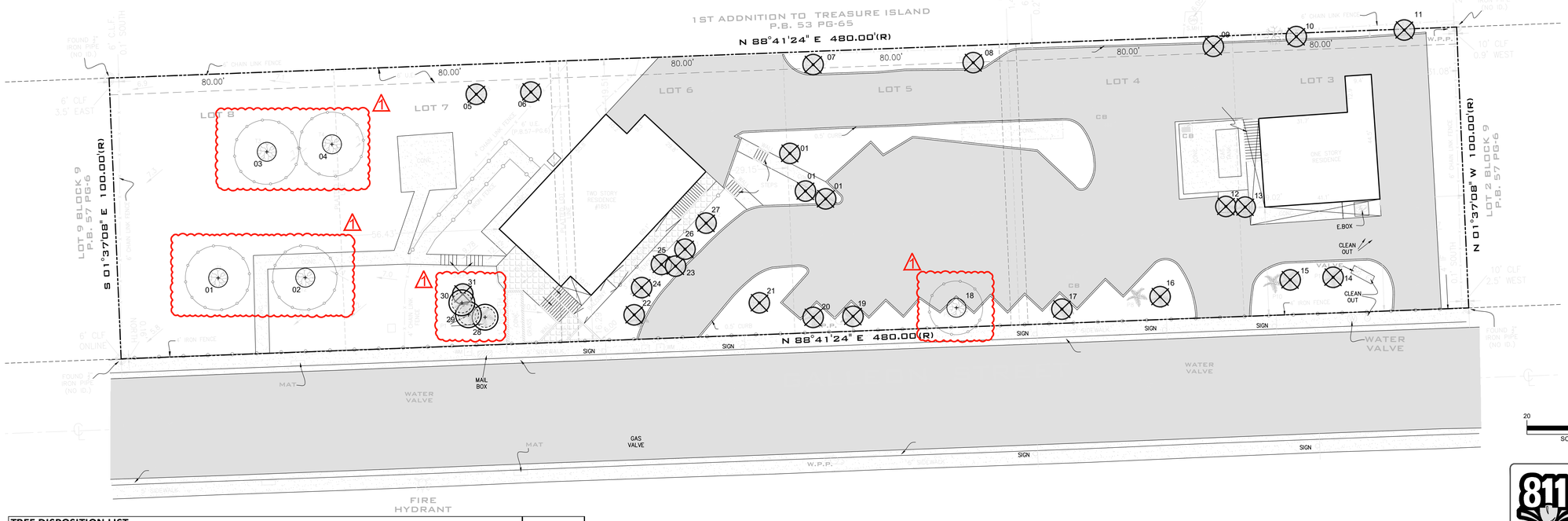
JAIME PLANA
SEAL

plot date: 15-09-2023

SHEET TITLE

CONCEPTUAL TRAIL

A-6.0



TREE DISPOSITION LIST									
KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cococnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cococnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cococnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cococnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cococnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

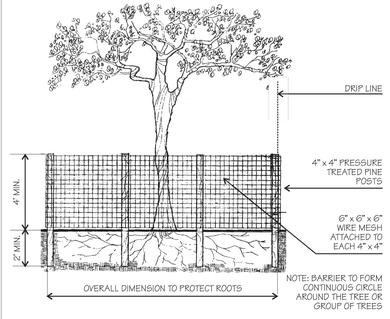
SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION
A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

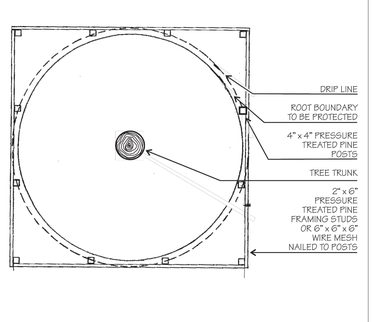
B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.

TREE PROTECTION AND SUPPORT

IT IS CRITICAL TO EXISTING TREE SURVIVAL TO PROVIDE PROTECTION DURING CONSTRUCTION. THIS DETAIL CAN BE USED AROUND ONE OR MORE TREES AND WILL PROVIDE PROTECTION FROM CONSTRUCTION EQUIPMENT.



° WIRE MESH BARRIER DETAIL °



° WOOD BARRIER DETAIL PLAN °

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

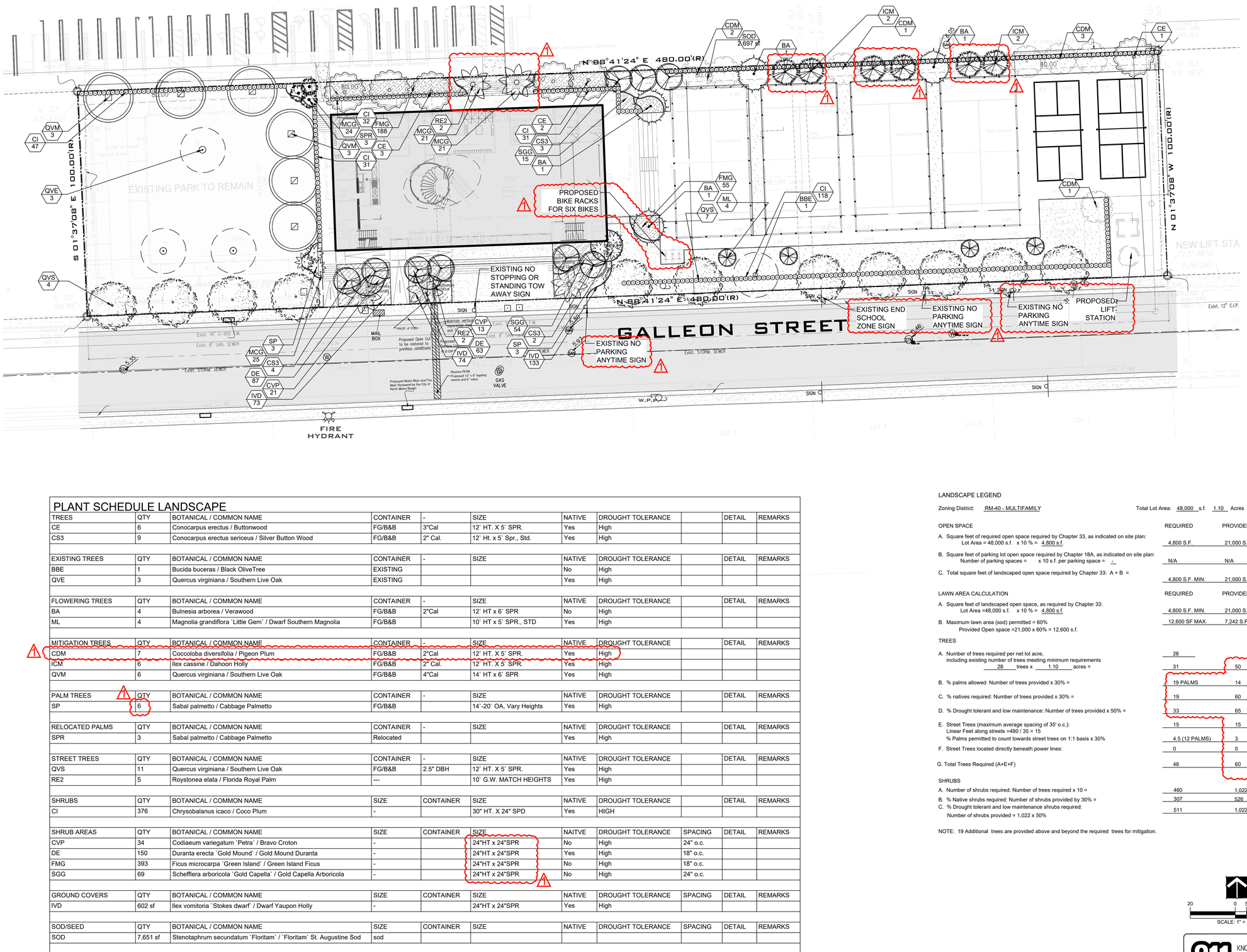
James B Euell
Digitally signed by James B Euell
Date: 2023.10.12 08:11:27 -04'00'

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
⚠DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12` HT. X 5` SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12` Ht. x 5` Spr., Std.	Yes	High			
EXISTING TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12` HT x 6` SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10` HT x 5` SPR., STD	Yes	High			
MITIGATION TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12` HT. X 5` SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12` HT. X 5` SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14` HT x 6` SPR	Yes	High			
PALM TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14`-20` OA, Vary Heights	Yes	High			
RELOCATED PALMS	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER	-	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12` HT. X 5` SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10` G.W. MATCH HEIGHTS	Yes	High			
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
CI	376	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
CVP	34	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	150	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	393	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
IVD	602 sf	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		24"HT x 24"SPR	Yes	High			
SOD/SEED	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SOD	7,651 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	sod							
TALL GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
MCG	123	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY

Total Lot Area: 48,000 s.f. 1.10 Acres

OPEN SPACE	REQUIRED	PROVIDED
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = -	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.

LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.

TREES

A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 / 31	50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15	15	15
% Palms permitted to count towards street trees on 1:1 basis x 30%	4.5 (12 PALMS)	3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60

SHRUBS

A. Number of shrubs required: Number of trees required x 10 =	460	1,022
B. % Native shrubs required: Number of shrubs provided by 30% =	307	526
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 1,022 x 50%	511	1,022

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

James B Euell
Digitally signed by James B Euell
Date: 2023.10.12 08:10:32 -04'00'

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
⚠DRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

⚠ An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

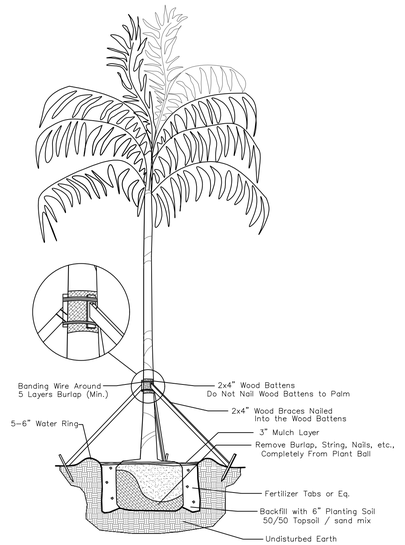
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

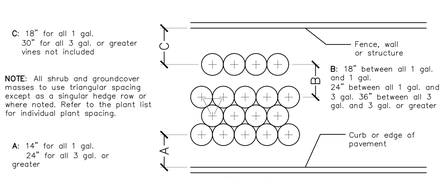
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



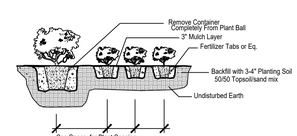
Palm Planting Detail

NTS



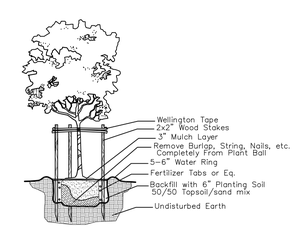
Typical Plant Spacing

NTS



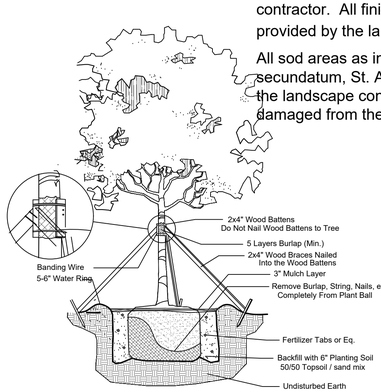
Shrub & Ground Cover Planting Detail

NTS



Small Tree Planting Detail

NTS



Large Tree Planting Detail

NTS

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James B Euell

Digitally signed by James B Euell
Date: 2023.10.12 08:11:02-04'00'

PROJECT NAME & LOCATION:

AFA SOCCER AND SPORT COMPLEX

1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
⚠DRC COMMENTS	10-12-23

DRAWING NAME:

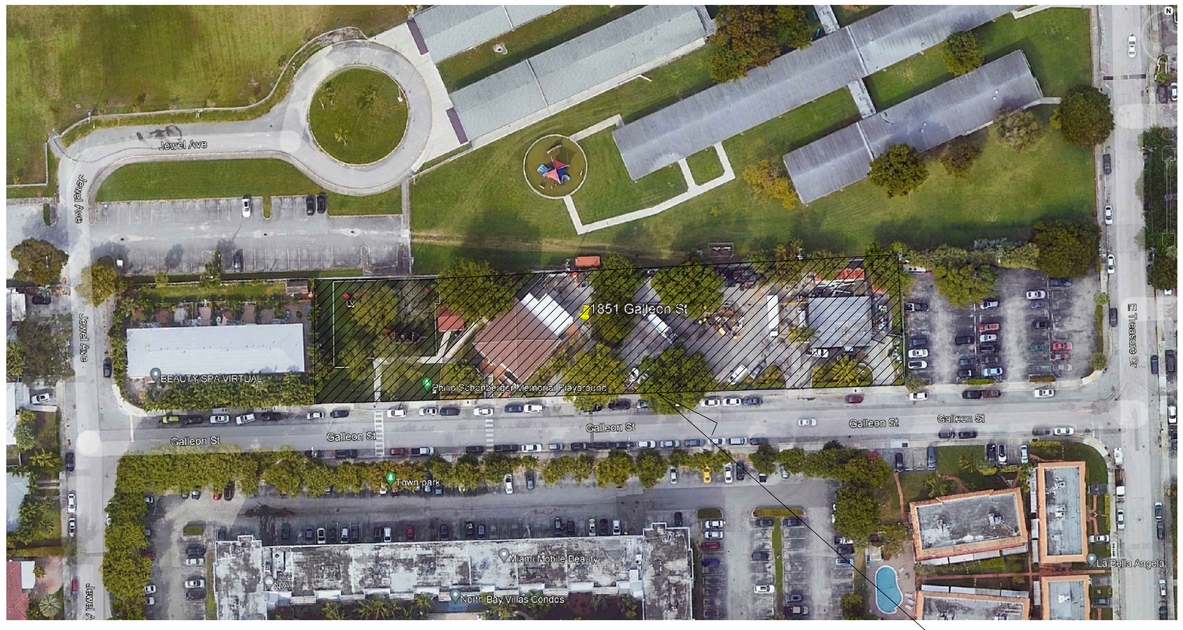
LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:

L-211

SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

MIAMI-DADE COUNTY, FLORIDA



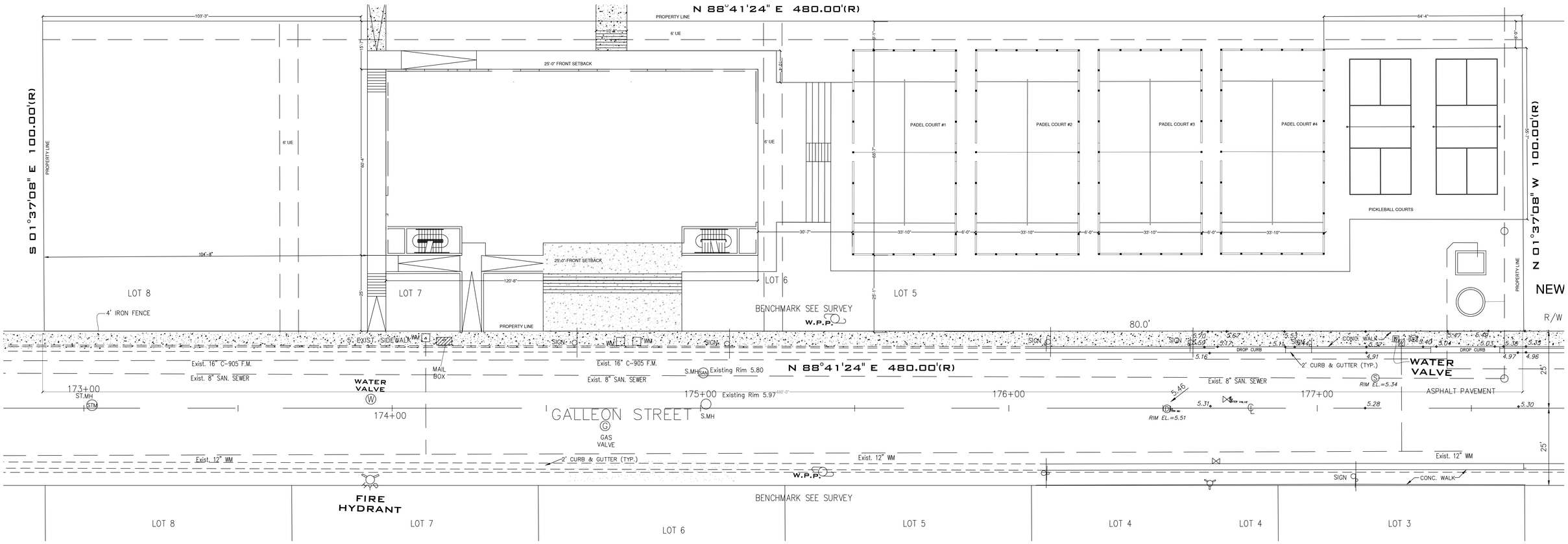
Project Area

Location Map NTS
1851 Galleon Street
folio 23-3209-014-0200

811
Know what's below.
Call 811 before you dig.

DENNIS CRESS
CERTIFICATE
No.40939
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

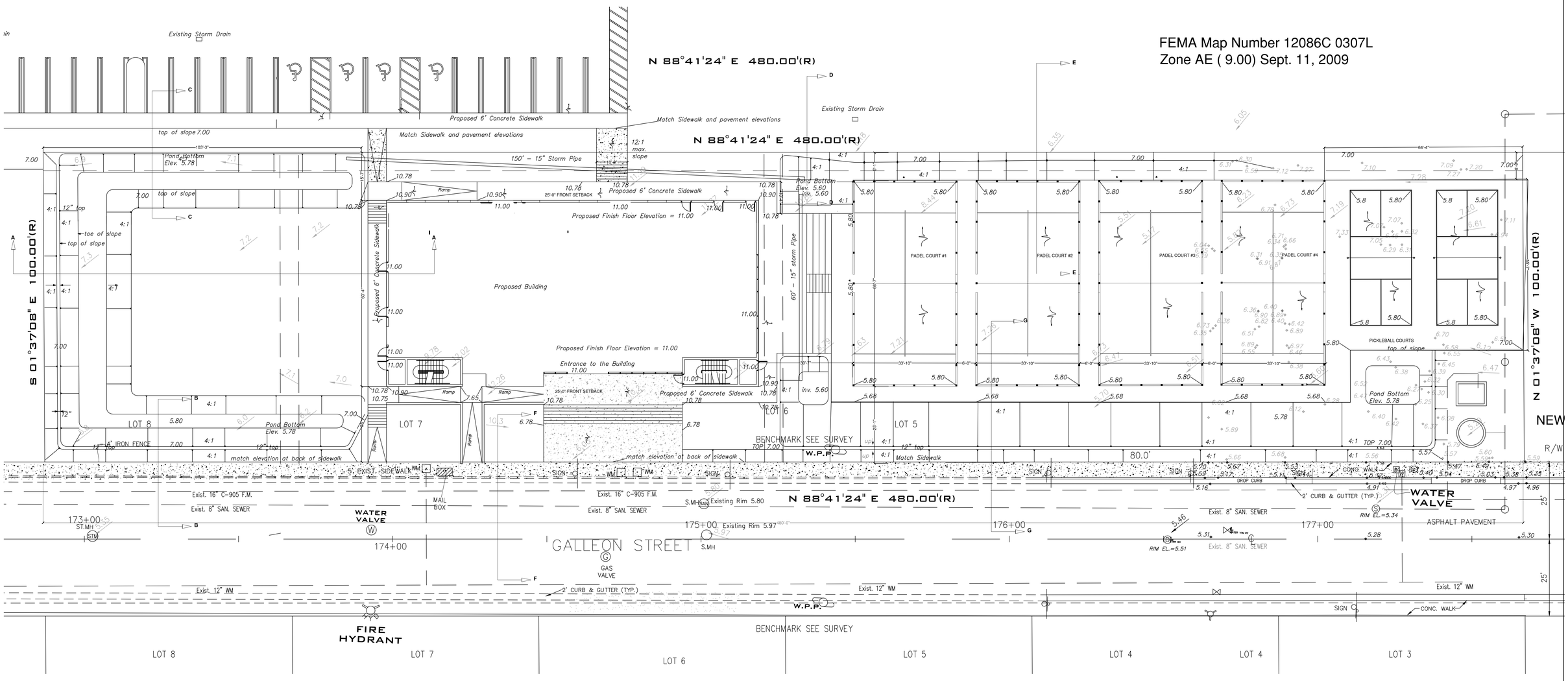


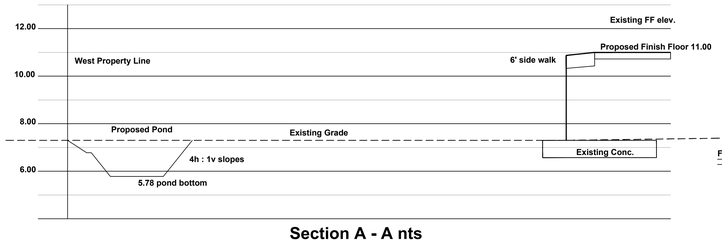
SCALE 1' = 1 / 16"

Dennis F Cress, PE
SEAL

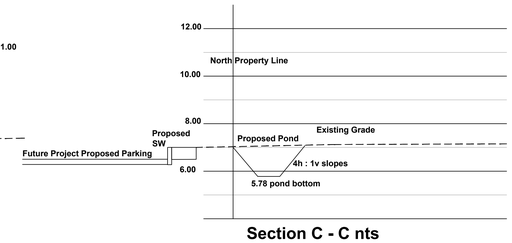
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennischressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 e.FAX (561) 447-4162 E MAIL: archiplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 999-6085 E MAIL: construkomusa@hotmail.com	C-1.0

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

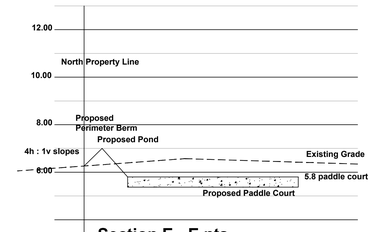




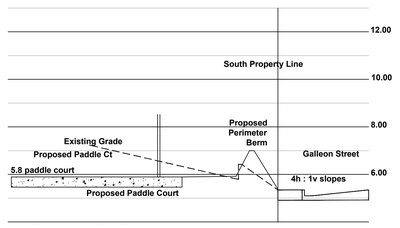
Section A - A nts



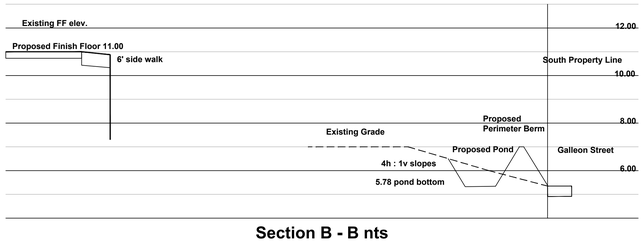
Section C - C nts



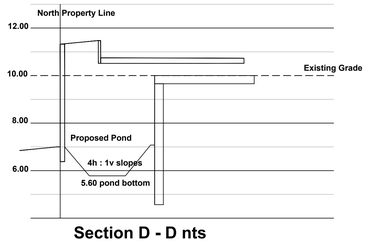
Section E - E nts



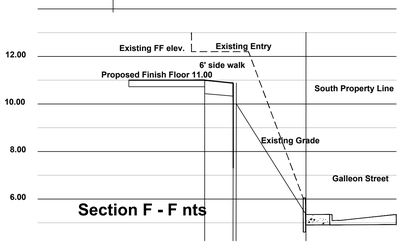
Section G - G nts



Section B - B nts



Section D - D nts



Section F - F nts

Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

SCALE 1' = 1 / 16"

DENNIS CRESS CERTIFICATE No.40939 STATE OF FLORIDA PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN

DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

PAVING, GRADING AND DRAINAGE

Revision 1 Tier 1 Comments from City 10/11/2023

Dennis F Cress PE
125 Morning Glory Drive
LAKE MARY, FLORIDA 32746
PHONE: (954) 632-4159
E MAIL: dennischessce@gmail.com

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1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CONSTRUKOMUSA
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

C-2.0

TIES & GALLEON		
Project Funding Sources (1/22/2024)		
SOURCES		**Amounts**
AFA		**$6,947,992**
NBV	**Parks Bond**	**$1,900,000**
	ARPA (Infrastructure) Funds	**$389,500**
	1755 Kennedy Causeway (Continuum) Park Contribution	**$600,000**
	Sunbeam PILO Park Impact Fees	**$1,000,000**
	County Tree Grant plus Village Matching Funds	**$64,569**
TOTAL FUNDS AVAILABLE IN SHORT-TERM (AFA + NBV PARKS FUNDING):		**$10,902,061**

TIES & GALLEON				
Project Funding Uses				
ITEM DESCRIPTION	**GALLEON STREET**		**TIES**	
	AFA	NBV	AFA	NBV
Soft Costs (Design/Permits)	$958,020		$436,166	
MDCPS Admin. Fee				$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)		$500,000	$419,656	
Racquetball Court Demolition				$30,000
Painting School			$135,000	
Building	$2,800,000			
Sidewalks/Paths	$92,000			$1,400,000
Path Lighting				$200,000
Landscaping		$70,000		$250,872
Drainage/Irrigation				$600,000
Utilities/Field Lighting/Electrical	$207,000		$783,600	
Furnishings/Equipment				$150,000
Paving and Markings				$100,000
Courts/Fields	$390,000		$656,550	
Parking	$35,000		$35,000	
Contingency (Exterior Items Only)		$380,000		$173,197
	$4,482,020	**$950,000**	**$2,465,972**	**$3,004,069**

TOTAL AFA COSTS FOR TIES & GALLEON	**$6,947,992**
TOTAL NBV COSTS FOR TIES & GALLEON	**$3,954,069**

	Sources - Uses		
	Sources (Short-Term)	**Uses**	**Funding Gap**
AFA	$6,947,992	$6,947,992	$0
NBV	$3,954,069	$3,954,069	$0

AMENDED AND RESTATED

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of February ____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village owns certain land on the north side of Galleon Street between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Management Agreement (as defined below). On September 15, 2022, the Village Commission adopted a Resolution approving this Agreement and the Operations and Management Agreement ("**Management Agreement**").

C. The Village and AFA have agreed that AFA will pay for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**"):

> On the Galleon St. Lot: (i) one building with a minimum of 15,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, cafeteria, locker rooms, and community center facilities (such building, the "**Village Facility**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

D. The Village and AFA have entered into that certain Development and Construction Management Agreement dated September 21, 2022 (the "**Original Agreement**") and simultaneously entered into that certain Operations and Management Agreement, whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. The Parties now intend to amend and restate the Original Agreement (and separately the Management Agreement) in its entirety to modify certain provisions of the Original Agreement, including removing the contingency pertaining to the JUA Amendment.

F. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village is an express third-party beneficiary of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to both AFA and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full

construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**"). The Village and Project Representative's directives in connection with the Project, including, without limitation, selection of the General Contractor and Project Architect, shall be binding upon AFA.

(c) Subject in any case to the Village's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village and Project Representative regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of furniture, fixture, equipment and interior design packages to be selected by Village to be installed in the Village Facility) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall not exceed 36 months from final approval of the site plans by the Village, for Completion of the Project.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as **Exhibit "C"** (the "**Preliminary Budget**")

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the Project. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village Galleon Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that (a) the General Contractor agrees to provide a separate invoice for the Village Galleon Improvements; and (b) the Village is an express third-party beneficiary of all obligations of General Contractor under the GMP Contract. Such third-party provisions shall also provide that the General Contractor agrees (a) that the Village may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (b) that all warranties, express and implied, run to both AFA and the Village. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC, a Florida limited liability company, is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the Project Site (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the appropriate municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. Subject to review by the Village Manager and the Village Attorney, the Village agrees to execute such documentation pursuant to this Agreement, provided that all such agreements are the standard agreements typically used for such utilities and the rates charged for such utilities are consistent with rates charged for similar development projects. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. If any change order will result in a cumulative reduction in the usable square footage within any component of the Village Facility by more than one percent (1%), then such change order shall be subject to review and approval by Village and Project Representative. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village Facility consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $500,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. AFA acknowledges and agrees that

it will have an opportunity to review the scope and timeline of the Village Galleon Improvements and that performance by the Village of the Village Galleon Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village Galleon Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as Exhibit B.

(b) AFA shall engage an architect or other appropriate professional to prepare a detailed plan of the interior space of the Project which shall be substantially in the form attached hereto as Exhibit B contained in the AFA Proposal and which describes how space in the Project will be allocated amongst AFA, the parks and recreations department of the Village; and the Village community center; and include such other details as necessary so that the Village can confirm that the Project meets the needs of the Village and so the Village can plan how to use the space accordingly (the "**Space Plan**"). The Space Plan shall be subject to the Village's approval which shall not be unreasonably withheld or delayed, provided that the Space Plan demonstrates that the space in the Project is sufficient for the Village's needs.

(c) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Design Development Plans to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(d) Upon approval by Village of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Village for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Construction Drawings to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified

or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's possession or of which Village has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing

documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the Project Site nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Project Site. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Project Site, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (i) below, the Village shall issue a partial temporary certificate of occupancy for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the

required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (a) the Village has executed the Management Agreement with AFA; (b) the Village has executed the Development and Construction Agreement and the Operations and Management Agreement for the fields at Treasure Island Elementary School (the "**TIES Property**"); (c) the Miami-Dade County School Board has approved the Development and Construction Agreement and the Operations and Management Agreement for the TIES Property; and (d) the Miami-Dade School Board and the Village have executed the Amended Joint Use Agreement.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default.

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and

all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Development and Construction Agreement of even date herewith for the TIES Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or

agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty(30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Development Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(a) above entitles AFA to the Development Fee.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the Project Site; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "D"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**D**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless

earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. 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 person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village approval, which shall not be unreasonably withheld, by providing the Village thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall

constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES**

THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of

this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1)

recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A
LOT DESCRIPTION

- The Project includes development of the following property: The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2024, thereby making that portion of the site available for recreational use.

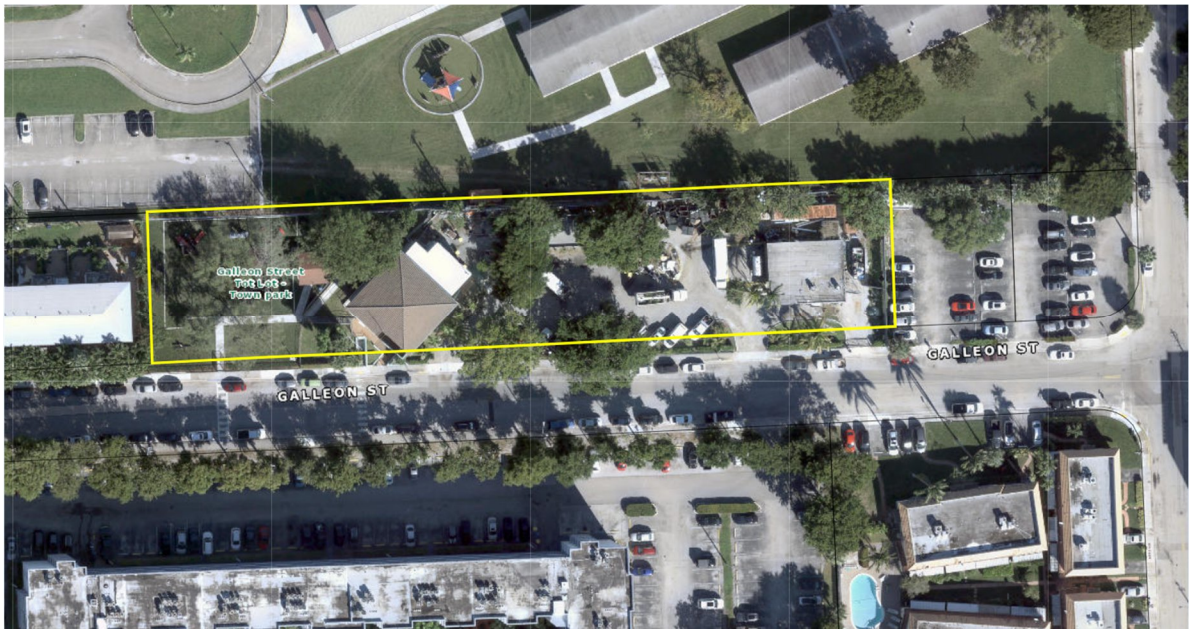

EXHIBIT B
DESCRIPTION OF IMPROVEMENTS

EXHIBIT C
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	Galleon	TIES
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	$3,004,069

EXHIBIT D
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- 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 work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 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.
- 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.

OPERATIONS AND MANAGEMENT AGREEMENT

(TIES Property)

This OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this ____day of February, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village is a party to that certain that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of Amended and Restated Joint Use Agreement which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on October 11, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. Pursuant to the Development and Construction Agreement of even date herewith ("**Development and Construction Agreement**"), the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the TIES Property, which is owned by the Board: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**").

C. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the right to, on a revocable, non-exclusive basis: (1) use the Soccer Fields; (2) access to the parking spaces located on the TIES Property located closest to Galleon St. as granted in the JUA ; and (3) the Licensed Area (as defined in the JUA) (all such licensed improvements shall be referred to as the "**Facilities**")on the terms and for the purposes expressly set forth in this Agreement.

D. In exchange for the right to use the Facilities and generate revenue therefrom, AFA agreed to (1) pay monthly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Soccer Fields; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as **Exhibit "C"** (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

E. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

F. The Parties agree that their use of the TIES Property and the Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon (a) approval of this Agreement by the Board; (b) the execution of the Development and Construction Agreement; and (c) Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Board shall remain the sole owner of the TIES Property, the Improvements and the Facilities. AFA shall recognize the Board's ownership of the Facilities in its promotional materials related to the Facilities.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA a revocable license (the "**License**") to enter upon the TIES Property and the Improvements on the terms and conditions set forth herein for purposes of operating the Soccer Fields and performing certain other services set forth in this Agreement, subject to the Board's rights pursuant to the JUA. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT, THE VILLAGE NOR ANY OF THEIR AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE TIES PROPERTY OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter during the Term of this Agreement as defined herein. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village and Board Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's and Board's right to use the Facilities for Village or Board events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the Board and the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 Agreement Subject to JUA. The Parties agree that their use of the TIES Property, the Improvements and the Facilities shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with similar athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out by AFA thereon during Customary Business Hours. No advertising of any kind shall be permitted in the Facilities except as agreed to between the Parties.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village and the Board, which approval may be granted or withheld in the Village and the Board sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Any Agent shall be required to comply with the background requirements set forth in Section 3.15.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m (with a clean-up period ending at 11:30 p.m.). The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "D"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties. The Programming Schedule shall include time blocks reserved for free use by the general public; use

by the AFA Soccer Academy (as defined below); and rental of the facilities to the general public. The Village and AFA, along with a representative from the School Board, shall negotiate and update the Programming Schedule within fifteen (15) days prior to the beginning of each school year in the Board. The Parties acknowledge and agree that the School Board may require certain "Exclusion Days" pursuant to the JUA.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities, at the prices set forth in the price list attached hereto as **Exhibit "E"** (which price list may be amended from time to time by AFA subject to reasonable approval of the Village):

(a) AFA Soccer Academy. AFA, directly or through an agent approved by the Village, shall organize and operate a recreational and competitive soccer academy aimed at training children from 5 to 18 years old (the "**AFA Soccer Academy**"). The AFA Soccer Academy shall use AFA's name and insignia and participate in competitive soccer leagues based on its participants' abilities. AFA shall offer twenty-five (25) scholarships for free attendance to the AFA Soccer Academy by children who are residents of the Village and who demonstrate talent and commitment to soccer. AFA, at its sole discretion, may withdraw the scholarship from any child that it determines is not performing or shows no interest in participating in the program and such fee waiver may be awarded to a new child resident of the Village.

(b) Facilities Rentals. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for rental by the general public.

(c) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost to the general public. The Parties agree that if a Soccer Field is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge. In addition, the Village residents shall have access to 30 hours of use of the Soccer Field per month during the Programming Schedule upon availability by reserving the fields through the Booking System (as defined below) and upon providing proof of residence in the Village.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Soccer Fields for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with restricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System. Any changes requested by Village shall be performed by AFA. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. For purposes of this Agreement, "Special Events" shall include the mean events:

(a) Intended to or likely to attract substantial crowds;

(b) Open to the public; and/or

(c) Unlike the customary or usual activities generally associated with the Facilities.

AFA and the Village may use the Facilities to hold Special Events disrupting the Programming Schedule. Special Events will require Village and School Board approval and AFA shall request said use, in writing with a minimum of forty-five (45) calendar days advance notice provided to the Village, with a copy to the Board.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "C"** and incorporated herein by reference. AFA shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. AFA further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities.

3.10 Security of Facilities. AFA shall ensure the safe and secure operation of the Facilities during Customary Business Hours, as the Village and the Board may reasonably require. AFA shall procure, at its own costs and expense, the services of one or more off-duty School District Police Officers, at AFA's sole cost and expense, to provide proper supervision and security of the Facilities at all times during Customary Business Hours and Special Events. The sale or consumption of alcoholic beverages by any party, including, without limitation, any of AFA's personnel, guests, staff, invitees, affiliates or patrons, within the TIES Property is expressly prohibited at all times.

3.11 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall

procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.12 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities and shall promptly pay any maintenance charges therefor. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the Facilities.

3.13 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

3.14 Access to Facilities. At all times, the Village and the School Board, or any of their agents, representatives or employees, shall have the right to enter the Facilities during Customary Business Hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Facilities, provided such activities do not unreasonably interfere with AFA's use of the Facilities.

3.15 Background Check Policy.

(a) AFA shall comply at all times with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time. AFA and all of its employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the Facilities. AFA agrees that its employees, representatives, agents, subcontractors or suppliers who are permitted access on the Facilities when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and School Board Policies. AFA shall bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. AFA agrees to require all its affected employees to sign a statement, as a condition of employment with AFA in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify AFA of any arrest(s) or conviction(s) of any offense enumerated in School Board

Policies 6320 and 8475 within 48 hours of its occurrence.

(b) AFA agrees to provide the Village with a list of all of AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. AFA agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. AFA further agrees to notify the Village immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by AFA to notify the Village of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction the employee is not terminated, shall constitute grounds for the Village, at its sole option, to place AFA in default.

Article 4
REVENUE SHARING

4.1 Village Fee. Upon AFA recovering the amount of $75,000 (as such amount may be reduced by any refund issued by the Board to the Village – which shall be returned by Village to AFA no later than five (5) business days) advanced to the Board for the negotiation of the JUA, AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activitiesstrictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA (as defined in Section 4.1), minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt. For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from AFA soccer academies, camps, or soccer field rentals operated outside of the Facilities; programs or events organized by AFA which take place outside of the Facilities even if some participants of such programs or events are from the soccer academy operated on the Facilities; or sponsorships negotiated by AFA on a national or global basis.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village or the Board may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents relating specifically to the Facilities as necessary to

verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

4.4 Minimum Fee. Notwithstanding the foregoing, AFA agrees to pay in advance to the Village beginning on the effective date of the JUA and on each anniversary thereafter an annual minimum fee in the amounts set forth in the table below:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

Provided, however, that to the extent AFA is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the Village during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term A. In the event, the Premises are used by AFA for the operation of Daytime Camps within the meaning that such term has in the JUA, AFA agrees to pay to the Village the corresponding minimum fee set forth in Art. V of the JUA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence for bodily injury and property damage and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall also be named as an additional insured on all liability coverages. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least thirty (30) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary

proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the Galleon St. Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "**Term**"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,000,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 15, the Village shall pay an Early Termination Fee of $2,130,000, which is comprised of an Investment Amount of $1,500,000 and an Expectation Fee of $630,000 (calculated as 7% of $105,000 multiplied by 6). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by Board. In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely and not unreasonably withheld) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall

mean AFA's use of the Soccer Fields. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and the Board and their officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board's agency or instrumentality;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village or Board fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village or Board under this Agreement or JUA in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village or Board, which is not cured by Village or Board as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the fees described in Section 7.3 or 7.4 as the case may be, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of

Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 7.6(b) above entitles AFA to the amounts described in Section 7.3.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the TIES Property;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof. Notwithstanding the foregoing, the Board is a third party beneficiary to this Agreement on the same terms and conditions as the Village and is entitled to enforce the provisions of this Agreement without participation of the Village, by providing ten (10) days' advance notice thereof to the Village and Village shall have three (3) business days to notify AFA. The Board may *inter alia* bring legal actions under this Agreement in its name as beneficiary without the participation of the Village or AFA, as applicable, and all warranties with respect to the services to be performed hereunder, express and implied, run to the Board in addition to AFA and the Village.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to be provided to the School Board hereunder shall be addressed to:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. 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 person, persons, Party or

Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The rights of AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village and the School Board in their sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except (a) as approved in writing by the Board; and (b) pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property, the Improvements or the Facilities, which shall remain at all times the property of the Board, as the case may be. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period

of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties

shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

EXHIBIT A
JOINT USE AGREEMENT (approved by School Board)

EXHIBIT B

TIES PROPERTY

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.

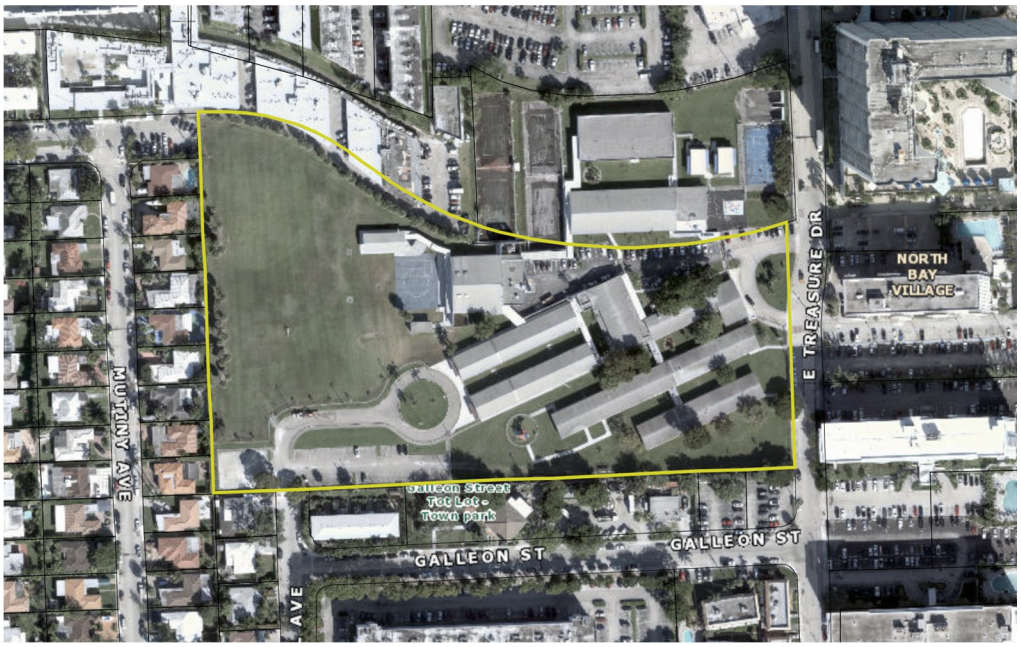

EXHIBIT C

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

EXHIBIT D

PROGRAMMING SCHEDULE

OPERATION AND MANAGEMENT AGREEMENT

Exhibit C

Programming Schedule

TIES 11 x 11 Field		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	Academy
	5:30pm	
	7:00pm	Academy (ages 6-11)
	7:00pm	
	8:30pm	Academy (ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:30pm	
Day	Time	Activity
Sat-Sun	8am	Academy
	9am	Academy
	10am	Academy
	11am	Academy
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	

TIES 5 x 5 Fields 1,2,3		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	
	7:00pm	Academy
	7:00pm	
	8:30pm	Academy
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:30pm	
Day	Time	Activity
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	

TIES 5 x 5 Field 4		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	TIES Free Instruction
	6:30pm	Rent
	7:30pm	Rent
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:30pm	
Day	Time	Activity
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	

GALLEON PADEL COURTS		
Day	Time	Activity
Mon-Sun	8am	Rent
	9am	Rent
	10am	Rent
	11am	Rent
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	

EXHIBIT E

PRICE LIST

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(TIES Property)

This DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of February ___, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village is a party to that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of that certain Amended and Restated Joint Use Agreement a draft of which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on October 11, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. The Village and AFA have agreed that AFA will pay for and coordinate the development on the TIES Property of the following improvements (the "**Project**"), which is owned by the Board, as such Project is further described in the specifications attached hereto as **Exhibit "C"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**") and which include: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**"); and (iii) lighting for the Soccer Fields (such improvements, the "**TIES Property Improvements**").

C. The Parties acknowledge that the Village will be financially responsible solely for certain improvements to the TIES Property listed in the Preliminary Budget attached hereto as **Exhibit "D"** ("**Village TIES Improvements**").

D. The Village and AFA have simultaneously entered into that certain Management and Operations Agreement (the "**Management Agreement**"), whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village and the Board) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

F. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

G. The Parties agree that their use of the TIES Property and the TIES Property Improvements together with the Village TIES Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's and the Board's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village and the Board are express third-party beneficiaries of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village or the Board may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to AFA, the Board and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance

with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**").

(c) Subject in any case to the Village's and Board's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village Project Representative and the Board regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida and be on a list of Board approved General Contractors provided by the Board or approved by the Board.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of equipment) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall conform to the Construction and Phasing Schedule attached to the JUA and contain the following: visible construction work to commence no later than 9 months from the Effective Date of the JUA and to be completed, as evidence by an issued Certificate of Occupancy issued by the Board's Building Department, within 12 months after commencement.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the TIES Property. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, AFA shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village and the Board shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the TIES Property Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village TIES Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that the Village and the Board are an express third-party beneficiary of all obligations of General Contractor under the GMP Contract. Such third-party provisions shall also provide that the General Contractor agrees (a) to provide a separate invoice for the Village TIES Improvements; (b) that the Village or the Board may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (c) that all warranties, express and implied, run to both AFA and the Village or the Board. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and sub-subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by the Board and all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the TIES Property (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the applicable municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings (or as needed) with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village TIES Improvements consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $250,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village TIES Improvements and that performance by the Village of the Village TIES Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village TIES

Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

(q) Construction activities shall not interfere with or disrupt the Board operation of the Treasure Island Elementary School. AFA shall require that its contractors take all necessary safety precautions during the work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the Board Administrator and assigned District Project Manager to assure the safety of the Board's students, staff, visitors, invitees and the public at all times. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event AFA requires access to the TIES Property for any other reason, AFA shall first secure the approval of the School Administrator. In addition, AFA agrees to minimize noise, dust and/or odor during construction within the TIES Property to the extent possible and shall work collaboratively with the School Administrator in this regard. AFA acknowledges and agrees that if the Board, or its designee, requests that AFA cease any work within the TIES Property due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the Board's criteria, then AFA shall immediately discontinue its activities at the TIES Property, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized AFA to continue.

(r) AFA shall (1) complete at its own cost and expense within 90 days from the Effective Date the Fence Work as defined in the JUA; and (2) jointly with the TIES Property Improvements, repaint the exterior of the TIES school building at no cost to the Village or the Board.

(s) In addition, the Parties agree that the Village shall prepay the Building Code Consultant (BCC) Fee to the Board for project management related tasks.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as **Exhibit "E"**.

(b) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(c) Upon approval by Village and the Board of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Board for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's or Board's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's and/or Board's possession or of which Village and/or Board has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the

term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the TIES Property nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the TIES Property. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the TIES Property, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (l) below, the Village shall request a partial temporary certificate of occupancy from the Board for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Agreement Subject to JUA. The Parties agree that their activities at the TIES Property shall at all times be subject to the JUA (in which references to the Village's construction activities are to be interpreted as AFA's construction activities hereunder). In the event of any inconsistency between the terms of this Agreement and the JUA, the stricter standard set forth in each of the Agreements shall control.

3.3 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (1) the Board has approved this Agreement and the Management Agreement pursuant to the terms of the JUA; (2) the Village has executed the Operations and Management Agreement with AFA relating to TIES; and (3) the JUA is fully executed.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default;

(5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE].

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will

be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village or Board, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village, the Board and their respective officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village;

provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Amended and Restated Development and Construction Agreement of even date herewith for the Galleon St. Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the amounts described in Section 4.2.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(b) above entitles AFA to the amounts described in Section 4.2, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the TIES Property; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "F"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village, The School Board of Miami-Dade County, Florida and their members, officers and employees and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other reasonable entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**F**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance

maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to provided to the Board hereunder shall be addressed to:

The Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. 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 person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village and Board approval, which shall not be unreasonably withheld, by providing the Village and the Board thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this

Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating**

Party") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the

Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A

DRAFT JUA

EXHIBIT B
LOT DESCRIPTION

The Project includes development the Treasure Island Elementary School (TIES) municipal site, as well as the provision of sports programming at:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.

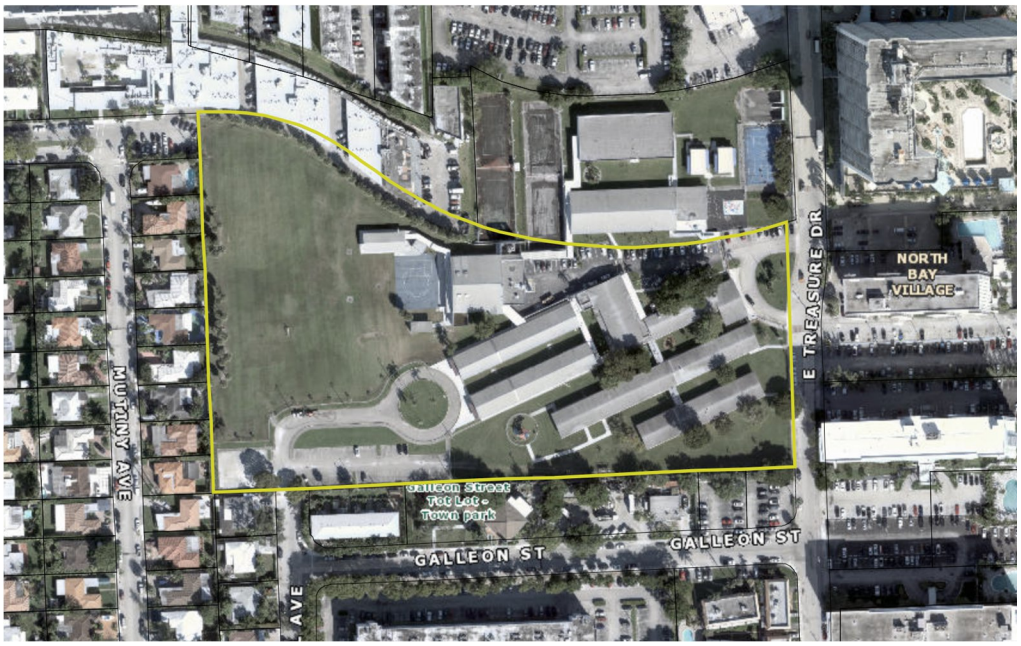

EXHIBIT C
DESCRIPTION OF IMPROVEMENTS

EXHIBIT D
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	Galleon	TIES
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	$3,004,069

EXHIBIT E
DRAFT DESIGN DEVELOPMENT PLANS

EXHIBIT F
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- 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 work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 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.
- 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.

AMENDED AND RESTATED

OPERATIONS AND MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this February ____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village owns certain land on the north side of Galleon St. between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, in accordance with Fla. Stat. § 255.065, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only Party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Development and Construction Agreement.

C. On September 21, 2022, the Parties entered into that certain Development and Construction Management Agreement and that certain Operations and Management Agreement (the "Original Agreement"). The Parties now intend to amend and restate the Original Agreement (and separately the Development Agreement) in its entirety to modify certain provisions of the Original Agreement to contemplate the possibility that a portion of the Village Facility (as defined below) may be leased to AFA.

D. Pursuant to the Development and Construction Agreement, the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village:

> (i) one building with a minimum of 15,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, cafeteria, locker rooms, and community center facilities (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**").

E. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the privilege to, on a revocable, non-exclusive basis, manage and operate the Multi-Purpose Courts and cafeteria (such licensed improvements, the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement;

F. In exchange for the privilege to manage and operate the Facilities and generate revenue therefrom, AFA agreed to (1) pay quarterly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Multi-Purpose Courts and the cafeteria; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as Exhibit B (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon the execution of the Development and Construction Agreement and the Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Village shall remain the sole owner of the Project Site, the Improvements and the Facilities. AFA shall recognize the Village's ownership of the Facilities in its promotional materials related to the Facilities by adding the Village's logo to any such promotional materials.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA (in connection with the Galleon St. Lot) a revocable license (the "License") to enter upon the Project Site and the Improvements on the terms and conditions set forth herein for purposes of operating Multi-Purpose Courts and performing certain other services set forth in this Agreement. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE PROJECT SITE OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR

OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's right to use the Facilities for Village events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 AFA's Use of Village Facility. AFA shall not exclusively use any portion of the Village Facility except as set forth in a separate agreement between AFA and the Village which may be entered into consistent with and subject to the requirements of the Village's Charter and its zoning ordinances.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with top-tier athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out thereon.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Upon request by the Village after the engagement of each Agent, AFA shall furnish the Village with a copy of a screening and background check, including a criminal

background check for the Agent, its officials, agents, or employees providing services in connection with the Facilities. AFA shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide services in connection with the Facilities. In the event that additional individuals are authorized to perform such services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: Monday -Sunday, from 8AM to 12:00AM. The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "C"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities:

(a) Facilities Use by Public. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public. AFA shall make the Facilities available to the public at the prices set forth in the price list attached hereto as Exhibit "D" (which price list may be amended from time to time by AFA subject to reasonable approval of the Village).

(b) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost. The Parties agree that if a Multi-Purpose court is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge for the remainder of the rental period.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Multi-Purpose courts for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with unrestricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System without AFA's prior written approval. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. AFA may use the Facilities to hold special event (such events, "Special Events") disrupting the Programming Schedule up to 10 days per calendar year, unless otherwise authorized in writing by the Village. A request to hold a Special Event shall be sent to the Village ten (10) days prior to the proposed date of the Special Event.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "B"** and incorporated herein by reference. AFA shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities (excluding the Village Facility) in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Village Facility in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Village Facility, including but not limited to, the interior and exterior walls, exterior windows, plate glass, security systems, lighting and plumbing systems, fire safety systems, doors and door hardware of the Village Facility.

3.10 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.11 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities (not including the Village Facility) and shall promptly pay any maintenance charges therefor. In connection with the Village Facility, the Village shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Village Facility and shall promptly pay any maintenance charges therefor, except for the portions utilized by AFA not to include the common

areas and utility rooms. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the building. In the event that meters cannot be utilized to establish the amount each Party is responsible for, then a portion of all utility charges shall be equal to the ratio between the square footage of the Village Facility occupied by the Village (including all common areas and utility rooms) divided by the total square footage of the Village Facility. Each Party shall be responsible for paying its applicable utility charges.

3.12 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

Article 4
REVENUE SHARING

4.1 Village Fee. AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activities strictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA, minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt . For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from AFA soccer academies operated outside of the Facilities, programs or events organized by AFA which take place outside of the Facilities.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), use of the community center, and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within fifteen (15) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such fifteen (15) day period, and if AFA shall initiate diligent efforts to cure such failure within such fifteen (15) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the TIES Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "Term"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.2, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by School District. In the event, during the Term of this Agreement, the School District terminates the JUA, the Parties agree that AFA may elect to terminate this

Agreement or to continue operating the cafeteria and Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall mean: (a) AFA's management, operation and use of the Multi-Purpose Courts; (b) AFA's use of a portion of the Village Facility. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within fifteen (15) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required

by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Early Termination Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the Project Site;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and

other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the

Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. 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 person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The privileges granted to AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village at its sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except

pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site, the Improvements or the Facilities, which shall remain at all times the property of the Village. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good

faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500
16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500

19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

EXHIBIT A

PROJECT SITE

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by August of 2024, thereby making that portion of the site available for recreational use.

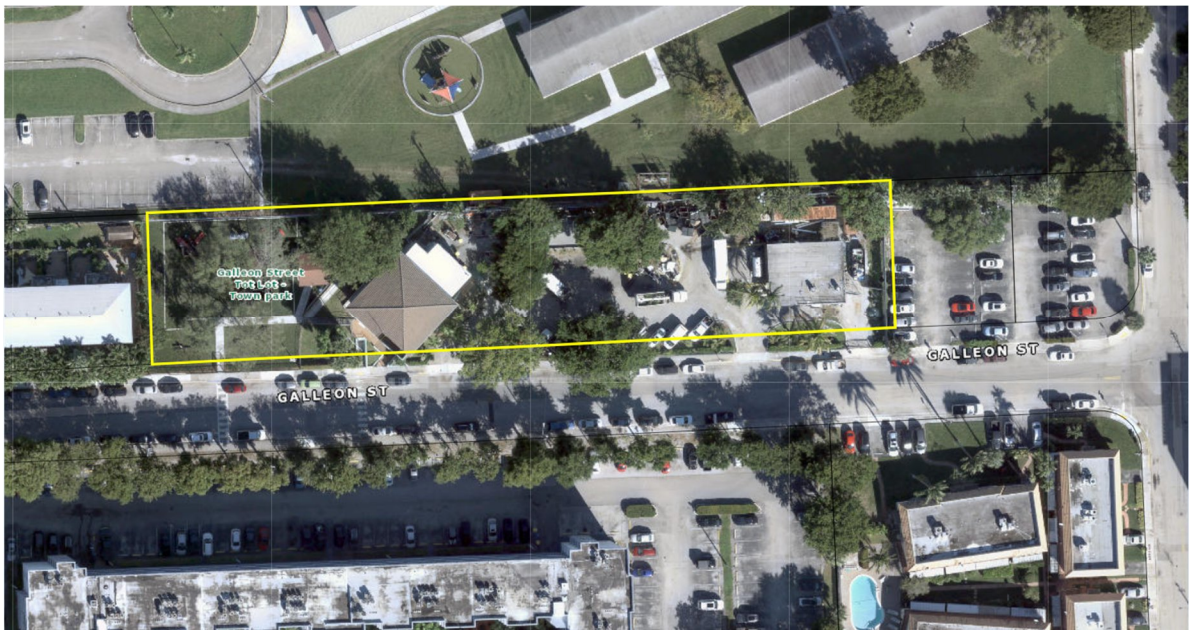

EXHIBIT B

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

EXHIBIT C

PROGRAMMING SCHEDULE

Galleon Padel and Pickleball Courts		
Day	**Time**	**Activity**
Mon-Sun	8 am	Public Use
Mon-Sun	9 am	Public Use
Mon-Sun	10 am	Public Use
Mon-Sun	11 am	Public Use
Mon-Sun	Noon	NBV Use
Mon-Sun	1 pm	NBV Use
Mon-Sun	2 pm	NBV Use
Mon-Sun	3 pm	NBV Use
Mon-Sun	4 pm	NBV Use
Mon-Sun	5 pm	Public Use
Mon-Sun	6 pm	Public Use
Mon-Sun	7 pm	Public Use
Mon-Sun	8 pm	Public Use
Mon-Sun	9 pm	Public Use
Mon-Sun	10 pm	Public Use
Mon-Sun	11 pm	Public Use

EXHIBIT D

PRICE LIST

Field Usage Fee

Padel: $110.00 per hour

Cafeteria: Market prices

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: None

SUBJECT: **A Resolution Approving Work Order 007-A1 to BCC Engineering, LLC in the Amount of $55,197.50 to Carry Out Supplemental Design, Permitting, and Post-Design Services for the North Bay Island Pump Station Improvements - *Village Manager Ralph Rosado, Ph.D., AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AN AMENDMENT TO WORK ORDER NO. 007 TO BCC ENGINEERING, LLC FOR SUPPLEMENTAL DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR THE NORTH BAY ISLAND PUMP STATION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $55,197.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Resolution for BCC Engineering, LLC to carry out the scope of work provided in WO 007-A1 for an amount not to exceed $55,197.50.

BACKGROUND AND ANALYSIS

The Village engaged BCC Engineering, LLC to design retrofit improvements on the stormwater pump station on North Bay Island under its continuing service contract. A Basis of Design Report (BODR) was performed which led to the decision to design a new stormwater pump and collection system. Subsequently, the Village Commission approved a design scope to develop the new stormwater pump and upgrade the outfalls for nutrient reduction and water

quality treatment.

Project Status

The design reached a 60% completion stage; however, due to DERM requirements related to nutrient loading, water quality treatment, and monitoring, the designers are recommending the incorporation of drainage wells. The original design involved pumps with baffle (hydrostatic) boxes to pump the water off the island into the Bay. This proved to be challenging from a permitting perspective; plus there is a need to design to remove nutrients and monitor the concentration of nutrients in the Bay after installation, which made this design costly and infeasible. The new design now involves injection wells, removing the need for significant removal of nutrients and monitoring. The supplement request will take care of the new approach to the design.

Approval Request

It is recommended that the Village Commission approve a supplemental WO 007-A1 from BCC Engineering, LLC in the amount of $55,197.50 to fund the additional design efforts.

Project Funding Sources

Funding for the project will be drawn from Stormwater Capital Fund (GOB), Project number SW#24-02 - Stormwater Improvements 340.36.538.6307.

Approval of this item will help make North Bay Village safer and more livable, promoting the pillar of Livability.

Livability

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

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
From Stormwater Capital Fund (GOB) Project#SW24-02 - Stormwater Improvements (340.36.538.6307) $55,197.50

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving WO 007-A1 to BCC - NBI Pump Station. DOCX
WO 07-A1 NBI SW PS 2-6-2024 (partially executed).pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AN AMENDMENT TO WORK ORDER NO. 007 TO BCC ENGINEERING, LLC FOR SUPPLEMENTAL DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR THE NORTH BAY ISLAND PUMP STATION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $55,197.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the RFQ, the Village Commission selected BCC Engineering, LLC (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with the Consultant (the "Agreement"); and

WHEREAS, on January 10, 2023, the Village Commission adopted Resolution No. 2023-010, authorizing the Village Manager to issue Work Order 007 to the Consultant for the development of a basis of design report (BODR); preparation of 60%, 90%, and final design documents; permitting assistance; and limited post-design services for the North Bay Island Pump Station Improvements Project (the "Project"); and

WHEREAS, as further set forth in the staff memorandum accompanying this resolution, the Village is in need of supplemental design, permitting, and post-design services (the "Services") for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue Amendment No. 1 to Work Order 007 to the Consultant for the Services attached hereto as Exhibit "A" in an amount not to exceed $55,197.50; 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 Amendment No. 1 to Work Order 007 to the Consultant for the Services attached hereto as Exhibit "A" in an amount not to exceed $55,197.50.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 007, AMENDMENT 1

DATED THIS _____DAY OF _____, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY ISLAND STORMWATER PUMP STATION IMPROVEMENTS

PROFESSIONAL SERVICES

This Work Order is between North Bay VILLAGE, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on January 31, 2024.

PROJECT DESCRIPTION

This Work Order (WO) Amendment 1 is intended to supplement the initial scope of work and fees included in the original WO 007, dated January 10, 2023, with a total fee of $275,415.83. A copy of the original executed WO 007 is provided in **Exhibit A**.

During the design phases of WO 007, several design revisions were made due to the lack of easements available for the proposed stormwater pump station outfall included in the Stormwater Master Plan (SWMP) adopted by the VILLAGE Commission on June 20, 2022. In addition, based on a meeting with the Miami-Dade County Department of Regulatory and Economic Resouces (RER) on December 20, 2023, it was stated that nutrient loading would be required before discharges are made to the Biscayne Bay, based on the recent Biscayne Bay initiatives. The current design includes hydrodynamic separators, which do not provide Nitrogen reduction. Therefore, due to the constraints within the VILLAGE, right-of-way (ROW) drainage wells will be needed to provide nutrient reduction for Nitrogen. Furthermore, the design includes providing water quality treatment for the VILLAGE's ROW. RER now requires projects to provide water quality treatment for the VILLAGE's ROW and half of each private property parcel. This WO Amendment intends to perform the required changes to accommodate the above design changes.

As part of this WO Amendment, the CONSULTANT will continue acting as the Civil Engineering consultant for the VILLAGE. This includes revising the current design, which is approximately 90% complete. The design changes will include revising the hydrologic/hydraulic model to resize the stormwater pump station to evaluate the design changes, revise water quality calculations and determine the number of drainage wells needed, modify the plans to represent the new design changes, and revising the Based of Design Report (BODR) to document the new design changes.

This WO Amendment will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2019-05) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity and compliance with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). The CONSULTANT is responsible for independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked-up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a revised project schedule upon execution of this WO Amendment. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. The anticipated schedule is to complete all activities under this Amendment by March 2024.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and before beginning work. 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 estimate fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- Miami Dade County Department of Regulatory & Economic Resources (RER)

SPECIFIC SCOPE OF SERVICES

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

Based on the items outlined in the Project Description above, the current design will be modified to eliminate the proposed outfall at the southeast end of North Bay Island (NBI) and redesign the system to include injection drainage wells to provide the required water quality and quantity. The CONSULTANT will make the following design changes to the current design:

1. Hydrologic/hydraulic model revisions:
    a. Revise the future conditions hydrologic/hydraulic model for NBI in the 2022 SWMP to include drainage injection wells instead of outfalls. This assessment will also determine the number of total injection drainage wells required to meet the project sea-level and groundwater rise for a 2060 planning horizon.
    b. Revise the current design hydrologic/hydraulic model for Phase 1 of the NBI future conditions project to determine the number of injection drainage wells for the interim drainage being conveyed to the stormwater pump station.
    c. Revise Phase 1 and future conditions flood maps based on the revised design.
2. Stormwater pump station revisions:
    a. Based on the revisions of the hydrologic/hydraulic model, the following design elements will be revised:
        i. Evaluate the new stormwater pump station's future conditions total dynamic hydraulic head (TDH).
        ii. Revise pump and motors to selection to meet the future conditions TDH.
        iii. Revise the stormwater pump station electrical design and panel based on the new pump and motors.
3. BODR revisions:
    a. Revise BODR to include new hydraulic analyses and conclusions.
    b. Revise appendices to incorporate new modeling results and flood maps.
4. Design plans revisions:
    a. Based on the redesign of the pump station, the following plans will need to be modified/revised (total of 8 sheets):
        i. Project layout sheet: 1 sheet
        ii. Summary of quantity sheets: 1 sheet
        iii. Drainage plans: 4 sheets
        iv. Stormwater pollution prevention plans: 1 sheet
        v. Detail sheets: 1 sheet

5. Specification revisions:
    a. Revise pump station specification.
    b. Add injection well specification.

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. VILLAGE shall provide existing electronic GIS files, if available. It is the CONSULTANT's responsibility to verify accuracy.
3. The CONSULTANT will not collect necessary additional data (i.e., LiDAR, seawall survey, etc.) identified during the data gap analysis.
4. The CONSULTANT will not perform hydrologic/hydraulic modeling of improvement projects.
5. The CONSULTANT will not obtain permits from the following agencies
    - U.S. Coast Guard (USCG)
    - North Bay VILLAGE Building Department
    - Health Department
    - Miami Dade County Water and Sewer Department (WASD)
6. The VILLAGE shall pay regulatory fees for plan review, permit issuance, re-work, printing, and time extensions beyond the CONSULTANT's control.
7. The CONSULTANT will not obtain Site Plan approval, and platting are not included in this proposal.
8. The CONSULTANT will not perform title searches of viable parcels to implement the project.
9. The CONSULTANT will not perform the following services are not included in this proposal:
    - Environmental Site Assessment (ESA)
    - Irrigation design services
    - Landscape design services
    - Lighting or Photometric design services
    - Materials Testing
    - Mechanical and Plumbing Plans
    - Traffic Signalization, Traffic Studies, MOT, and Zoning assistance
    - Community Outreach, Stakeholder Coordination, or Public Meetings
    - Full onsite inspection services.
10. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
11. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
12. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.
13. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

These are the same assumptions as included in the original WO 007 scope of work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this WO, the CONSULTANT shall furnish or obtain Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in this Amendment by March 2024.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding, and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, man-hour estimate, and sub-consultant fees are shown on **Exhibit B** attached hereto and made a part hereof.

Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Summary of Compensation			
Task(s)	**Project Activity Description**	**Amendment Fee**	**Fee Basis**
1	Hydrologic/hydraulic model revisions	$15,864.80	Not-to-Exceed
2	Stormwater pump station revisions	$11,687.40	Not-to-Exceed
3	BODR revisions	$10,614.40	Not-to-Exceed
4	Design plans revisions	$15,159.00	Not-to-Exceed
5	Specification revisions	$1,871.90	Not-to-Exceed
	TOTAL	**$55,197.50**	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay VILLAGE Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Delroy Peters, EI, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Project Manager
Public Works
North Bay VILLAGE
VILLAGE Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay VILLAGE, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay VILLAGE
VILLAGE Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay VILLAGE, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: VILLAGE Manager

BY: _____
Name: Alba Chang, MMC
TITLE: VILLAGE Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay VILLAGE, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: VILLAGE Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

Sebastian Hernandez
[Witness print/type name]

Lianne Arias
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC,
a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

Attest:
Secretary
Jose A. Munoz
[Print Name]

STATE OF Florida:
COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23rd day of January, 2026, by Victor Herrera as Senior Vice President for BCC Engineering, LLC, a Florida limited liab. company (or corporation).

(SEAL)

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

(Signature of Notary Public – State of Florida)

Vanessa Aymerich
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Copy of WO No. 7 Original Scope of Work

WORK ORDER No. 007

DATED THIS 10 DAY OF JANUARY, 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY ISLAND STORMWATER PUMP STATION IMPROVEMENTS

PROFESSIONAL SERVICES

This Work Order is between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023.

PROJECT DESCRIPTION

This Work Order (WO) is intended to supplement the initial scope of work included as part of WO 003, dated May 26, 2020, which had a total fee of $124,908.40 and a remaining balance of $77,112.33. A copy of the original scope of work is provided in **Exhibit A**. The intent of this Work WO is to replace WO 003 to incorporate the latest data and implement the recommended improvements set forth in the Stormwater Master Plan (SWMP) report adopted by the VILLAGE Commission on June 20, 2022. It should be noted that the WO 003 scope of work focused on rehabilitation efforts of the existing pump station, while this WO shifts the objective of the project to the design of a new pump station system that will replace the existing pump system and will include construction of additional stormwater infrastructure to convey runoff to the pump station.

As part of this WO, the CONSULTANT will continue acting as the Civil Engineering consultant for VILLAGE. This includes preparing an updated basis of design report (BODR) that incorporates the latest information from the SWMP, including hydrologic & hydraulic (H&H) model files, storm sewer survey information, and conceptual exhibits. New data from the SWMP will be utilized to address stormwater management on North Bay Island, specifically focusing on existing flooding conditions in the southeast (SE) corner of the Island. The project is intended to implement the principal improvements that are outlined in the SWMP for the Phased Implementation approach of North Bay Island. More specifically, this project/amendment will focus on obtaining necessary survey/geotechnical data, designing the new pump station system, outfall culvert, energy dissipator structure, applicable seawall replacement, a portion of the upstream stormwater conveyance system, and conducting applicable permitting activities. Roadway raising will not be included as part of this project/amendment. This is due in part to the limited amount of available funding.

It is understood that the VILLAGE has obtained a grant from the Florida Department of Environmental Protection (FDEP) to fund the upgrade/replacement of the existing pump station. The grant funding is only applicable through June 30, 2024, and construction must be completed by then. This scope of services will provide an updated BODR; 60%, 90%, and final design documents; permitting assistance; and post-design services

This WO amendment will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2019-05) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked-up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. **Exhibit B outlines the project's tentative** schedule with a total duration of 16 months from NTP, including eight (8) months of post-design services.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- Miami Dade County Department of Regulatory & Economic Resources (RER)

SPECIFIC SCOPE OF SERVICES

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

CONSULTANT will provide engineering services to the VILLAGE to gather the necessary data to conduct an evaluation and analysis of the stormwater management system improvements. The work will consist of gathering supplemental survey for topographic data along and within the right-of-way (R/W), existing utilities within the project limits, legal descriptions and sketches for new drainage easements, and soft digs to identify the size, type, and depth of existing utility crossings. CONSULTANT will utilize data provided by the VILLAGE and data obtained through the SWMP project during the execution of services.

Using the data and supplemental survey data, CONSULTANT will evaluate and refine the H&H model for the capital improvement plan (CIP) recommendations outlined in the SWMP to resolve the existing flooding within the SE corner of North Bay Island. An updated draft BODR will be prepared to summarize the results of the data collection, modeling, and analysis effort. Schematic (30%) design documents will be prepared and presented in the BODR for the recommended alternative. Following the VILLAGE's acceptance of the BODR, the CONSULTANT will proceed with the preparation of construction documents and permitting activities.

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination & Data Collection
Task 2 – Hydraulic & Hydrologic (H&H) Modeling & Basis of Design Report (BODR)
Task 3 – Development of 60% Design Documents
Task 4 – Development of 90% Design Documents
Task 5 – Permitting
Task 6 – Development of Final Design Documents
Task 7 – Limited Post-Design Services

Task 1 – Project Coordination & Data Collection

As part of this task, the CONSULTANT will attend eight (8) monthly progress meetings to provide general project coordination and work planning. During these meetings, the status of all ongoing tasks and VILLAGE reviews will be discussed. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

This task also includes survey work to collect additional data, which will be initiated following a discussion with the VILLAGE. WO 003 allocated a fee of $7,500.00 to perform necessary survey work to rehabilitate the existing pump station. The additional survey work required as part of this WO for a new stormwater pump is estimated to be $18,600.00 (total of $26,100), which includes capturing additional topographic data, locating existing utilities, performing a bathymetric survey at the seawall, conducting 15 soft digs throughout the project limits, and developing legal descriptions and sketches for two drainage easements. A detailed scope of work and the additional surveying cost from Premiere Design Solutions, Inc. (PDS) is provided in **Exhibit C**. WO 003 also allocated $7,500.00 to perform the required electrical design work to modify the existing control panel. The additional electrical work required as part of this WO, which includes designing a new stormwater pump panel and providing power feed, is estimated to be $7,000.00 (total of $14,500.00). A detailed scope of work and cost from Smith Engineering, Inc (SEC) for the additional electrical design services is provided in **Exhibit D**.

Moreover, this task includes geotechnical services to obtain geotechnical data to provide evaluations and recommendations for use in foundation design and site preparation. WO 003 allocated $5,080.00 to conduct geotechnical services. No additional geotechnical services are required for the design of the proposed pump. The required geotechnical services have not changed, and thus the original fee is maintained. A detailed scope of work and cost from Universal Engineering and Testing (UES) for geotechnical services is provided in **Exhibit E**.

Deliverables:

- Monthly Project Status Reports thru completion of the project (electronic)
- Survey Scope and associated work products (electronic)
- Geotechnical Scope and associated work products (electronic)

Task 2 – Hydraulic & Hydrologic (H&H) Modeling and Basis of Design Report (BODR)

The CONSULTANT staff will utilize the supplemental survey data and the latest SWMP H&H model files to refine the CIP alternative for North Bay Island. The results of the modeling will determine the amount of runoff to be disposed of under various storm events as well as the infrastructure that must be constructed to handle the anticipated volume of stormwater. The infrastructure improvements will be designed to meet the 5-year, 24-hour, and 100-year 72-hour design storm flood protection level of service (FPLOS).

Using feedback provided by VILLAGE staff, the CONSULTANT will adjust model inputs and assumptions prior to conducting the final analysis. Based on the results of the modeling scenario, the design will be assessed in further detail. Following completion of the modeling effort, the CONSULTANT staff will open a design ticket to assess the potential utility conflicts associated with the proposed design.

CONSULTANT staff will prepare a draft BODR summarizing the results of the data collection, the H&H modeling, design analysis, and the CONSULTANT's opinion of probable construction cost. The BODR will also present the conceptual schematic design for the preferred solution. It is anticipated that the schematic design will include the following sheets:

- Cover Page – 1 Sheet
- Plan Sheet (Stormwater Pump Station) - 2 Sheets

Following receipt of comments, CONSULTANT staff will incorporate VILLAGE feedback and prepare the final BODR report.

Deliverables:

- Model Input Files (electronic)
- Modeling Results and Files (electronic)
- Draft BODR (1 electronic copy and 2 bound hard copies)
- Final BODR (1 electronic copy and 2 bound hard copies)
- Design Ticket Documentation

Task 3 – Development of 60% Design Documents

The CONSULTANT staff will develop the detailed design of 60% plans and specifications. The updated survey data will be incorporated into the Civil and Electrical drawings to reflect actual field conditions. The 60% design submittal will include the following:

- Cover Page
- General Notes
- Plan Sheets – Plan Sheets for Stormwater Pipes and Outfall (including identified utility conflicts and relocations)
- Plan Sheets – Stormwater Pump Station and Valve vault plan view, cross sections, and details
- Plan Sheets – Electrical with Load schedule, Panel, and Riser Diagrams
- Civil Detail Sheets
- Electrical Detail Sheets

The CONSULTANT will retain Smith Engineering Consulting, Inc. (SEC) to perform the electrical design services associated with the pump station design. SEC scope and fee are included in **Exhibit D**.

Coordination to address any conflicting utilities will be completed under this task to finalize the pipe layout and minimize changes during 90% design. Assistance will be requested from VILLAGE Staff, as needed, to attend meetings with Utility Owners. One review meeting will be held with VILLAGE staff to review the 60% Design Documents and obtain their comments. A comment disposition memo will be prepared and submitted with the 90% documents to track the disposition of VILLAGE-provided feedback.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF format
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF format
- Two hard copies bound 24x36 signed and sealed survey, and one electronic signed and sealed copy in PDF format and native AUTOCAD DWG, file format version, 2016 or newer

Task 4 – Development of 90% Design Documents

The CONSULTANT staff will advance the 60% design documents to a 90% stage. Comments from the 60% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE for review and approval prior to submittal to permitting agencies. One meeting is planned with VILLAGE staff to review the 90% submittal. Comments provided by staff will be incorporated into the final drawings.

Deliverables:

- 60% Design Document VILLAGE Comment Disposition Memo
- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF

Task 5 – Permitting

The CONSULTANT staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- Miami Dade Department of Regulatory and Economic Resources (RER)
- South Florida Water Management District (SFWMD)
- United States Army Corps of Engineers (USACE)

Payment of application and permit fees shall be the sole responsibility of the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

Deliverables:

- Completed RER permit application and required attachments
- Completed SFWMD permit application and required attachments
- Completed USACE permit application and required attachments

Task 6 – Development of Final Design Documents

The CONSULTANT staff will advance the 90% design documents to a final stage. Comments from the 90% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE. One meeting is planned with VILLAGE staff to review the final submittal. A final Engineer's Opinion of Probable Construction Cost will be provided to the VILLAGE.

Deliverables:

- 90% Design Document VILLAGE Comment Disposition Memo
- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF

Task 7 – Limited Post-Design Services

The CONSULTANT staff will attend, record, and prepare minutes for the pre-construction meeting, which will be submitted to the VILLAGE for review. CONSULTANT will assist the VILLAGE in addressing contractor questions and assist the VILLAGE in selecting the lowest responsible bidder.

As part of this task, the CONSULTANT will also review all shop drawings, product data, cut sheets, and other applicable submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications. This also includes the review, evaluation, and acceptability of substitute materials, products, or equipment proposed by the Contractor. In addition, the CONSULTANT will provide written responses for a total of twenty (20) RFIs within seven (7) business days to the VILLAGE.

Also included in this task are periodic site visits for the purpose of determining general compliance with approved project drawings, plans, and specifications. A total of twelve (12) site visits are estimated for a construction period of twelve (12) months. CONSULTANT will also review as-built drawings provided by the Contractor, provide written comments, and recommend submittals actions to the VILLAGE. In addition, the CONSULTANT will review the Contractor's change order requests and claims and provide recommendations and cost evaluations to the VILLAGE.

The CONSULTANT will attend one (1) punch list inspection to identify deficiencies that must be corrected prior to the final completion of the project. A list of items will be prepared and submitted to the VILLAGE. No reinspection of the work is included under this task. The CONSULTANT will submit the project certification letter signed by the EOR to the VILLAGE. The CONSULTANT will produce record drawings based on the certified as-built survey to be performed by the Contractor's Professional Land Surveyor and provide final CAD files and PDF to the VILLAGE.

Deliverables:

- Pre-construction meeting agenda, minutes, and recording
- Two hard copy bound 11 x 17 as-built sets with one electronic copy in PDF
- CAD and PDF files of record drawings/as-builts

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. VILLAGE shall provide existing electronic GIS files, if available. It is the CONSULTANT's responsibility to verify accuracy.
3. The CONSULTANT will not collect necessary additional data (i.e., LiDAR, seawall survey, etc.) identified during the data gap analysis.
4. The CONSULTANT will not perform hydrologic/hydraulic modeling of improvement projects.
5. The CONSULTANT will not obtain permits from the following agencies
    - U.S. Coast Guard (USCG)
    - North Bay Village Building Department
    - Health Department
    - Miami Dade County Water and Sewer Department (WASD)
6. The VILLAGE shall pay regulatory fees related to plan review, permit issuance, re-work, printing, and time extensions beyond the CONSULTANT's control.

7. The CONSULTANT will not obtain Site Plan approval, and platting are not included in this proposal.
8. The CONSULTANT will not perform title searches of viable parcels to implement the project.
9. The CONSULTANT will not perform the following services are not included in this proposal:
    - Environmental Site Assessment (ESA)
    - Irrigation design services
    - Landscape design services
    - Lighting or Photometric designs services
    - Materials Testing
    - Mechanical and Plumbing Plans
    - Traffic Signalization, Traffic Studies, MOT, and Zoning assistance
    - Community Outreach, Stakeholder Coordination, or Public Meetings
    - Full onsite inspection services.
10. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
11. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
12. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.
13. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this WO, the CONSULTANT shall furnish or obtain Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within eight (8) months of the NTP. The Tasks 7 schedule shall be determined based construction duration schedule approximated at 16 months from NPT.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding, and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, man-hour estimate, and sub-consultant fees are shown on **Exhibit F** attached hereto and made a part hereof. **Exhibit C** through **Exhibit E** include the sub-consultants' scopes and fees applicable to this supplemental.

Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Summary of Compensation			
Task(s)	**Project Activity Description**	**Amendment Fee**	**Fee Basis**
1	Project Coordination & Data Collection	$5,273.40	Not-to-Exceed
2	H&H Modeling & BODR	$42,863.70	Not-to-Exceed
3	Development of 60% Design Documents	$74,241.83	Not-to-Exceed
4	Development of 90% Design Documents	$49,735.20	Not-to-Exceed
5	Permitting	$23,033.20	Not-to-Exceed
6	Development of Final Design Documents	$18,528.40	Not-to-Exceed
7	Post-Design Services	$16,060.10	Not-to-Exceed
-	Geotechnical Engineering Services	$5,080.00	Allowance
-	Electrical Engineering Services	$14,500.00	Allowance
-	Survey Services	$26,100.00	Allowance
	TOTAL	$275,415.83	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Charig, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

Vanessa Aymerich.
[Witness print/type name]

VANESSA ARANGO
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC,
a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose A. Munoz
[Print Name]

STATE OF FLORIDA :
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of DECEMBER, 2020, by VICTOR HERRERA as VICE PRESIDENT for BCC ENGINEERING, LLC a FLORIDA company (or corporation).

(SEAL)

Vanessa Arango
Comm.#GG355985
Expires: July 17, 2023
Bonded Thru Aaron Notary

(Signature of Notary Public – State of Florida)

VANESSA ARANGO
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

Exhibit A – Copy of WO No. 3 Original Scope of Work

Exhibit B – Project Tentative Schedule

Schedule of Deliverables		
Task(s)	**Project Activity Description**	**Months from NTP**
1	Project Coordination & Data Collection	8 Months
2	H&H Modeling & BODR	2.5 Months
3	Development of 60% Design Documents	4.5 Months
4	Development of 90% Design Documents	6.5 Months
5	Permitting	8 Months
6	Development of Final Design Documents	8 Months
7	Post-Design Services*	16 Months

Note: The schedule for post-design services will be dependent upon the contract award and contractor schedule. It is presumed to be 16 months from the NTP.

Exhibit C – PDS Additional Scope and Fee Estimate (Surveying)

Exhibit D – SEC additional Scope and Fee Estimate (Electrical)

Exhibit E – UES Scope and Fee Estimate (Geotechnical)

Exhibit F – Man-hour and Fee Estimate

Exhibit B – Man-hour and Fee Estimate

City of North Bay Village
Work Order No. 007 – North Bay Island Stormwater Pump Station Improvements
Amendment 1
Mann-hour estimate
January 5, 2024

Personnel	Billing Rate	1 Hydrologic/hydraulic model revisions		2 Stormwater pump station revisions		3 BODR revisions		4 Design plans revisions		5 Specification revisions		Subtotal Hours by Role	Subtotal Cost by Role
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Project Manager/EOR	$ 192.85	8	$ 1,542.80	12	$ 2,314.20	8	$ 1,542.80	12	$ 2,314.20	2	$ 385.70	42	$ 8,099.70
Principal Engineer/QC	$ 185.00	4	$ 740.00	4	$ 740.00	6	$ 1,110.00	4	$ 740.00	2	$ 370.00	20	$ 3,700.00
Senior Engineer	$ 158.05	40	$ 6,322.00	24	$ 3,793.20	32	$ 5,057.60	16	$ 2,528.80	4	$ 632.20	116	$ 18,333.80
Project Engineer	$ 121.00	60	$ 7,260.00	40	$ 4,840.00	24	$ 2,904.00	24	$ 2,904.00	4	$ 484.00	152	$ 18,392.00
Senior Technician(CADD)	$ 83.40		$ -		$ -		$ -	80	$ 6,672.00		$ -	80	$ 6,672.00
Total Compensation		112	$ 15,864.80	80	$ 11,687.40	70	$ 10,614.40	136	$ 15,159.00	12	$ 1,871.90	410	$ 55,197.50

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving the Issuance of a Work Order to Atlantic Pipe Services (APS) in the Amount of $150,000 for Addition Manhole Repairs as Part of Ongoing INI Rehabilitation Work - *Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2-A OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $150,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to issue a new PO to (APS) for manhole repairs as part of the ongoing INI repairs utilizing a transfer of $150,000 from PO #8774 (LMK) for lateral repair and pipe lining services.

BACKGROUND AND ANALYSIS

300 Engineering conducted a comprehensive assessment of prior rehabilitation efforts in North Bay Village, offering recommendations for corrective actions based on the Inflow & Infiltration (I/I) Plan of Compliance Inspections carried out in October and November 2021. The Village's sanitary sewer collection system, comprising 143 manholes, underwent a new Sanitary Sewer Evaluation Survey (SSES) and Manhole inspections as part of the I/I Plan of Compliance.

In Phase II of the Sanitary Sewer Rehabilitation plan, APS is set to repair 76 manholes in the Village Hall, South Treasure, and Hispanola Basins. The scope of work includes labor,

materials, and equipment necessary for rehabilitation, utilizing Concrete and Epoxy coating. Structural cleaning will involve a 5000 psi pressure washer to achieve the correct profile for underlayment application. LMK will address corrective measures, including point repairs, lateral lining/repairs, and annular space grouting between CIPP liners and gravity mains. Once rehabilitation work is completed, a smoke re-testing of the Hispanola, South Treasure, and Village Hall basins will be performed to confirm the repairs.

In April 2023, the Village approved work orders with LMK Pipe Renewal in the amount of $979,886.42 and Atlantic Pipe Services in the amounting to $682,562.88 to complete Phase II of the INI Rehabilitations.

The initial repairs under phase 2 resulted in approximately a 57% reduction of INI in the Village Hall basin and a 40% reduction of INI in the South Treasure basin. Unfortunately, these reductions did not result in reducing the INI below the County threshold of 5000 gallons per day(GPD).

During repair activities, it was determined the scope of repairs estimated by the consultant for LMK to complete was more than needed in the field. The scope of repairs estimated by the consultant to be completed by Atlantic Pipe Services was less than what is needed in the field, requiring additional funding to complete needed manhole repairs.

It is recommended that the Village Commission approve the resolution and authorize the Village Manager to proceed with the approval to transfer $150,000 from PO#8774 (LMK) for lateral repair and pipe lining services to set up a new PO (APS) for manhole repairs as part of the ongoing INI repairs (Phase II A). Both of these projects are in the ARPA Fund - SSES Evaluation Repairs (317.20.525.6532).

PO#8774 was originally $979,886.74 with a balance of $807,953.81 before this transfer. After the transfer, there will be $657,953.81 for the remaining LMK repairs. A new PO and Capital project will be set up for Phase II A to APS for $150,000, Project#SI24-02 now that PO#8773 for Phase II is completely expended and closed.

Approval of the request promotes the Pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community.

NBV100 initiatives prepare for further environmental changes through three stages:

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

ARPA Fund - Transfer $150,000 from SSES Evaluation Repairs (317.20.525.6532) Project#SI23-02 PO#8774 to Project#SI24-02 SSES Evaluation Repairs for HI & NBI (Phase II A)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing WO APS- Manhole Repairs - Phase 2A.DOCX
Exhibit A. Additional APS Phase II Work Proposal
Rehab Plan Phase 2 Contractor Invoice Log.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2-A OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $150,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October and November 2021, 300 Engineering Group, P.A. ("300 Engineering") conducted an inflow and infiltration ("I/I") analysis of the Village's sanitary sewer system to identify defective lateral lines which cause water to infiltrate into the Village's sewer system, including the Village's manholes; and

WHEREAS, 300 Engineering's I/I analysis revealed defects and deficiencies relating to the manholes located throughout the Village's four basins; and

WHEREAS, based on the I/I analysis, 300 Engineering recommended implementation of the I/I Manhole Rehabilitation and Repair Project, including rehabilitation and repair of manhole base and bench, sealing leaks via chemical grout, replacement of ring and cover, replacing broken or misaligned frame seals, and the replacement of missing rain dishes (the "Project"); and

WHEREAS, on April 6, 2021, St. Johns County, Florida ("St. Johns") adopted Resolution No. 2021-71, competitively awarding Atlantic Pipe Services, LLC (the "Contractor") Contract No. 21-MCC-ATL-13188 for manhole lining, renewal, and rehabilitation services (the "Services") pursuant to Invitation to Bid No. 21-05 (the "St. Johns Contract"); and

WHEREAS, on July 19, 2022, pursuant to Section 36.25(J) of the Village Code, the Village Commission adopted Resolution No. 2022-61 approving an agreement with the Contractor for the Services based on the terms of the St. Johns Contract (the "Agreement") and authorizing the Village Manager to issue a work order to the Contractor for the provision of the Services for Phase 1 of the Project relating to the main pump station basin, consistent with the terms and conditions of the Agreement and the proposal, in an amount not to exceed $199,748.78; and

WHEREAS, on April 18, 2023, pursuant to Section 36.25(J) of the Village Code,

the Village Commission adopted a Resolution authorizing the issuance of an additional work order to the Contractor for Services for Phase 2 of the Project in order to address defects and deficiencies relating to the manholes in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure) in an amount not to exceed $682,562.88; and

WHEREAS, the Village requires additional Services for Phase 2-A of the Project in order to continue addressing defects and deficiencies relating to the manholes in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure); and

WHEREAS, based on the INI analysis by 300 Engineering, a public exigency exists in the Village that requires the Village to purchase the Services for Phase 2-A of the Project without delay that may result from publicizing a competitive solicitation and therefore the Village seeks to utilize the Contractor's Services for Phase 2-A of the Project based on the previously executed Agreement; and

WHEREAS, the Contractor has provided the Village with a proposal to provide additional Services for Phase 2-A of the Project in an amount not to exceed $150,000.00, which proposal is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order consistent with the Proposal attached hereto as Exhibit "A" for the provision of the additional Services for Phase 2-A of the Project in an amount not to exceed $150,000.00, consistent with the Agreement previously entered into between the Village and Contractor; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order attached hereto as Exhibit "A" to the Contractor to provide the Services for Phase 2-A of the Project in an amount not to exceed $150,000.00, consistent with the Agreement previously executed.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

CUSTOMER: 300 Engineering Group	***PHONE:*** 786-658-0248	***DATE:*** 1/15/24
STREET: 2222 Ponce de Leon Blvd, Suite 300	***JOB NAME:*** North Bay	
CITY/STATE/ZIP: Coral Gables, FL 33134	***JOB LOCATION:*** North Bay Village, FL 33141	
ATTN: Jhonny Montano Baez	***E-MAIL:*** jjmontano@300engineering.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
1	Sewer MH Rehab - Bench Replacement	EA	$ 16,706.75	$ 16,706.75
1	Sewer MH Rehab - Chemical Grout	EA	$ 8,788.46	$ 8,788.46
1	Traffic Control MOT Pass Thru Invoice #2 Invoice 12893	EA	$ 3,306.00	$ 3,306.00
18	Rain Dish Invoice 12983	EA	$ 120.00	$ 2,160.00
150.72	Clean Existing Manhole Invoice 12893	SF	$ 11.58	$ 1,745.34
150.72	Interior Coating / MH Repair Invoice 12983	SF	$ 31.91	$ 4,809.48
4	Replace Frame and Cover (24" to 30") Invoice 12983	EA	$ 2,388.58	$ 9,554.32
1	Fuel Recovery - Vac Truck (Per Mobilization)	EA	$ 150.00	$ 150.00
8	Sewer Lift Station Cleaning	HRS	$ 260.00	$ 2,080.00
1	Sewer Licensed Disposal	EA	$ 1,200.00	$ 1,200.00
1	Contingency	EA	$ 99,499.66	$ 99,499.66
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			TOTAL	$ 150,000.00

ANY UNFORESEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEOGATIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following :

Our proposal includes all labor, material, equipment and workmanship to perform rehabilitation of the structure by means of Concrete and Epoxy coating in compliance with Manufacturers spec.

Cleaning of structure will be completed with a 5000 psi pressure washer to get the structure to the correct profile for underlayment application as per Manufacturers spec.

In the event that any new specs or requirements for coating, bypass operation, or injection are presented to APS, we reserve the right to renegotiate without penalty.

Price does not include any pressure or vacuum test of manholes.

Price Per repair is contingent on volume of repairs performed if quantity changes APS will re-quote work.

Structures must be set in ground and backfilled before any work by APS can be started.

If unforeseen circumstances are encountered during the project, APS will re-quote the work.

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3''	Debris
	15" Diameter	25.00%	4''	Debris
	18" Diameter	20.00%	4''	Debris
	24" Diameter	20.00%	5''	Debris
	30" Diameter	20.00%	6''	Debris
	36" Diameter	20.00%	7''	Debris
	42" Diameter	15.00%	6''	Debris
	48" Diameter	15.00%	7''	Debris
	54" Diameter	10.00%	5''	Debris
	60" Diameter	10.00%	6''	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☐ *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- ☐ *Local Metered Water Source*
- ☐ *Exposure of structures and access to all work areas without delay*
- ☐ *Stablized Access to Work Areas - Two Wheel Drive Accessible*
- ☐ *Access to secure site for equipment storage*
- ☐ *Maintenance of Traffic - If Applicable*

QUALIFICATIONS

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		**DATE**	
SIGNATURE	Mark Ashbaugh Digitally signed by Mark Ashbaugh DN: cn=Mark Ashbaugh o=Atlantic Pipe Services, LLC ou=MH Rehab e=mashbaugh@atlanticpipe.us Reason: I am the author of this document Location: Date: 2024-01-15 09:44-05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

North Bay Village
I/I Rehabilitation Plan Phase 2
Invoice Log

No.	Contractor	Invoice Number	Status	Invoice Amount	Total Contract Value	Net Change Orders	Contract Sum to Date	Total Completed to Date	Total Amount Previously Invoiced	Remaining Balance	Notes
1	APS	23-0435-1	Paid	$ 167,326.45	$ 682,562.88	$ -	$ 682,562.88	$ 167,326.45	$ -	$ 562,540.72	
2	APS	23-0435-2	Paid	$ 530,223.67	$ 682,562.88	$ -	$ 682,562.88	$ 682,562.88	$ 167,326.45	$ -	
3	APS	23-0435-3	Unknown	$ 14,987.24	$ 682,562.88	$ 14,987.24	$ 697,550.12	$ 697,550.12	$ 682,562.88	$ -	Changer Order #1
4	APS	12537	Unknown	$ 3,430.00	$ 697,550.12	$ 18,417.24	$ 700,980.12	$ 700,980.12	$ 697,550.12	$ -	PS Village Hall Cleaning
5	APS	12893	On Hold	$ 21,575.14	$ 700,980.12	$ 39,992.38	$ 722,555.26	$ 722,555.26	$ 700,980.12	$ -	Change Order #2
6	APS	Pending	Pending Approval	$ 16,706.75	$ 722,555.26	$ 56,699.13	$ 739,262.01	$ 739,262.01	$ 722,555.26	$ -	Change Order #3; MH 29 Bench Repair
7	LMK	23-018.01	Paid	$ 103,496.99	$ 979,886.42	$ -	$ 979,886.42	$ 103,496.99	$ -	$ 876,389.43	
8	LMK	23-018.01B	Pending	$ 5,007.04	$ 979,886.42	$ -	$ 979,886.42	$ 108,504.03	$ 103,496.99	$ 871,382.39	Defect cause by conduit in Causeway
9	LMK	23-018.02RV	Paid	$ 33,467.40	$ 979,886.42	$ -	$ 979,886.42	$ 141,971.43	$ 108,504.03	$ 837,914.99	
10	LMK	23-018.03	Pending	$ 34,968.22	$ 979,886.42	$ -	$ 979,886.42	$ 176,939.65	$ 141,971.43	$ 802,946.77	
11	LMK	23-018.04	Under Review	$ 10,734.94	$ 979,886.42	$ -	$ 979,886.42	$ 187,674.59	$ 176,939.65	$ 792,211.83	
12	LMK	23-018.05	Received	$ 15,254.78	$ 979,886.42	$ -	$ 979,886.42	$ 202,929.37	$ 187,674.59	$ 776,957.05	

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving an EAC Consulting Inc. Supplemental Work Order (WO 011-A2) for Full Permit Acquisition for the Civic Park Project - *Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 2 TO WORK ORDER NO. 011 TO EAC CONSULTING, INC. FOR PERMITS AND PERMITTING SERVICES FOR THE CIVIC PARK PROJECT IN AN AMOUNT NOT TO EXCEED $7,862.00; AUTHORIZING THE ISSUANCE OF ADDITIONAL WORK ORDERS FOR UNANTICIPATED PERMITS AND PERMITTING SERVICES IN A CONTINGENCY AMOUNT OF $38,805.70; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a resolution in the amount of $46,667.70 for the acquisition of four (4) permits for the Civic Park Project.

BACKGROUND AND ANALYSIS

Project Scope

The Civic Park project entails developing an upland park with waterfront amenities. The initial project scope included a picnic area with a pavilion, a natural trail with signage, lighting, landscaping, a bike rack, and a Kayak launch site. Subsequently, the Village Commission modified the scope to include additional features such as a splash pad, living shoreline, shade structures, and mangrove growth areas.

Project/Approval History

The Village secured grant funding from the Florida Inland Navigation District (FIND) and the Land and Water Conservation Fund to construct the Park at 7903 East Drive, Harbor Island. Following Staff consultations with EAC Consulting, the Village contracted a firm to execute the project's design, beginning with a conceptual rendering. The Village requested the designer to provide surveying, architectural, and engineering services for the conceptual design of a Civic Park and up to three (3) conceptual designs for a living shoreline and Kayak Launch Dock. The designer first had to perform a biometric survey to establish the areas underwater they could include in the design concept. Additionally, the scope of work included coordination and meetings with the University of Miami.

Under Resolution 2022-52, the Village Commission authorized a Work Order for the conceptual design, with work initiation on September 9, 2022. After a thorough evaluation and approval of the concept by the Sustainability and Resilience Task Force (SRTF), incorporating feedback by residents from the Town Hall in December 2022, the Village Commission formally approved the design concept on January 10, 2023. Following this approval, the staff instructed the designers to advance to the project's design phase.

Project Status

EAC Consulting WO #011 was approved to carry out the design efforts. Based on comments on our permit application to the Miami-Dade Department of Economic Resources and Management (DERM), the commission approved an amendment to WO 011 (WO 011-A1) for work in the project's waterward portion.

The project requires three additional permits from various agencies, the Florida Department of Environmental Protection (FDEP), the South Florida Water Management District (SFWMD), and the United States Army Corp of Engineers (USACE). Although all permit applications have been submitted, only the cost for the DERM permit has been provided, amounting to $41,914.26, with the Village having already paid for $20,957.13. The anticipated costs for permits from the remaining agencies are estimated to be $18,000.

EAC Consulting, Inc. has submitted WO-A2, a second supplemental for $7,862.00 for permit assistance arising from DERM's comments on the current permit application. In addition to this WO fee and given the unpredictability of the remaining permit costs, we are requesting an additional $38,805.70, 10% of the initial design cost, for permitting services, amounting to a total of $46,667.70.

Approval Request

It is recommended that the Village Commission approve the total request of $46,667.70, which will include the cost for WO 011-A2 and a permit contingency for any permit acquisitions for

the Civic Park Project.

After the design, procurement staff will prepare the project to solicit bids.

The Village will seek to award the lowest responsive bidder a contractual agreement following the solicitation period.

Funding

The Village will fund the project from the Capital Projects Fund, Park Improvements, Project # CP22-10, GL 320.61.630.6204. The sources of the funds for the design are FIND and LWCF matching approved grants.

Attached is a project budget, depicting available funds as well as funds necessary to construct the park. Design is at 90% completion and is expected to begin the permitting process in spring 2024, for approximately one year. An Invitation to Bid would be issued early in 2025, at which point the full construction funds would need to be available.

Benefits of the Project

Approval of this item will help to make North Bay Village safer and more livable; as such, it promotes the pillar of Livability and Resilience. By completing this project, the Village hopes to achieve two of its NBV100 goals, namely:

Livability

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

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

Resilience

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

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from Appropriation of Fund Balance (001.00.389.3891) $46,667.70 and Transfer to Park Improvements, Project#CP22-10 (320.61.630.6204)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving WO to EAC for Civic Park - Permits.DOCX
Exhibit A -Work Order No. 11-A2 Civic Park amend 24-01-24.pdf
Exhibit B Budget Amendment Form-Civic Park.pdf
Civic Park Budget.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 2 TO WORK ORDER NO. 011 TO EAC CONSULTING, INC. FOR PERMITS AND PERMITTING SERVICES FOR THE CIVIC PARK PROJECT IN AN AMOUNT NOT TO EXCEED $7,862.00; AUTHORIZING THE ISSUANCE OF ADDITIONAL WORK ORDERS FOR UNANTICIPATED PERMITS AND PERMITTING SERVICES IN A CONTINGENCY AMOUNT OF $38,805.70; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on June 20, 2022, the Village Commission adopted Resolution No. 2022-52, authorizing the Village Manager to issue a work order to the Consultant to development of conceptual designs for Civic Park; and

WHEREAS, on February 15, 2023, the Village Commission adopted Resolution No. 2023-24 authorizing the issuance of a work order to the Consultant for the design of Civic Park, including contract/project management and coordination; pre-design services; development of 60%, 90%, and 100% Project designs; permitting assistance; bidding services; and meeting/coordination assistance (the "Project"); and

WHEREAS, on September 12, 2023, the Village Commission adopted Resolution No. 2023-107 authorizing the issuance of Amendment No. 1 to Work Order No. 011 to the Consultant for an updated benthic survey for the design of the dock and kayak launch at Civic Park; and

WHEREAS, as further set forth in the staff memorandum accompanying this Resolution, the Village is in need of the Consultant's services in obtaining additional

permitting (the "Services") for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue Amendment No. 2 to Work Order 011 to the Consultant for the Services attached hereto as Exhibit "A" in an amount not to exceed $7,862.00, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS, the Village Commission further desires to authorize the Village Manager to issue such further amendments to Work Order No. 011 as may be needed for unanticipated permits and permitting services for the Project in an amount not to exceed $38,805.70, which represents a contingency as further described in the staff memorandum accompanying this Resolution; and

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

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

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

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue Amendment No. 2 to Work Order 011 to the Consultant for the Services attached hereto as Exhibit "A" in an amount not to exceed $7,862.00. The Village Commission further desires to authorize the Village Manager to issue such further amendments to Work Order No. 011 as may be needed for unanticipated permits and permitting services for the Project in an amount not to exceed $38,805.70, which

represents a contingency as further described in the staff memorandum accompanying this Resolution.

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 11R2

Dated this day of , 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

CIVIC PARK ON EAST DRIVE
PERMITTING ASSISTANCE

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC Consulting Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 18, 2019 and expiring on January 31, 2024.

PROJECT DESCRIPTION

Civic Park on East Drive is located at 7903 East Drive, North Bay Village, Fl 33141. As per our coordination with the Village, our team is requesting additional design scope to provide permitting assistance for the marine and structural engineering services on the project. The scope includes address permitting agencies comments and provide drawings revisions for the Civic Park project. This scope was not included as part of the original scope of work for our subconsultant.

The scope of services will be provided by our team including our sub consultants:

- ***EAC Consulting, Inc,*** providing project management.
- ***Moffat and Nichol*** providing permitting assistance. Please refer to the full scope of services fee proposal provided in Exhibit B.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for

their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include 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.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Contract/ Project Management and Coordination

EAC shall be responsible for the overall organization, coordination and management of project tasks through our assigned Project Management team. Our designated staff will manage the agreed budget and scheduling of work activities identified within this scope of work (upon receipt of NTP). Our management efforts will be completely focused on the completion of tasks and submittal of deliverables, quality management, document control protocols, identifying and communicating to North Bay Village all issues that are ongoing and their associated impacts on project progress. The management related activities on this project are anticipated to extend through tasks 2. EAC shall coordinate the receipt, review, prepare and submit monthly invoices of the project team and supporting documentation for reimbursable expenses.

Task 2 – Permitting assistance

1. Our subconsultant- Moffat and Nichol shall address DERM comments and provide drawing

revision. They shall also address the comments of the agencies having jurisdiction under their scope as well as drawing revisions.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- No additional civil design services are part of the scope of services.
- No offsite roadway improvements are included.
- No roadway drainage improvements are part of the scope of services.
- No watermain and sanitary sewer extensions are part of the scope of services.
- Drainage pump station design is excluded from these scope of services.
- No Construction Observation, Construction Administration or CEI services are included in this proposal.
- EAC shall not be responsible for any plat related drawings or processes.
- It is assumed that there are no existing adverse environmental conditions on the subject project site.
- If necessary, Soil contamination mitigation shall be dealt with by others.
- No Right of Way takes are required.
- No subsurface utility exploration is part of the scope of services.
- Permit fees are not included in this proposal. EAC shall include a miscellaneous reimbursable expense budget which upon authorization by the VILLAGE can be utilized to pay permit fees.
- Water & sewer connection fees and are specifically excluded from this proposal and shall coordinated and be paid by the VILLAGE directly.
- Miscellaneous reimbursable/ expenses (prints, reprographics, parking fees, couriers, etc) will be invoiced at cost to client.
- If any known electrical, telecomm or miscellaneous utility relocations are required, EAC shall identify them but will not be responsible for coordinating these utility relocations/removals with the respective utility agencies prior to or during construction. Such coordination is expected to be handled by the respective professional service discipline proposing applicable works as part of this project.
- Signalization Plans, Improvements or Design is specifically excluded from this scope of services.
- Existing Utility Information and As-Builts shall be collected by EAC based information provided by Sunshine One Call. Onsite and Offsite utilities if encountered on site without adequate information may require soft digs or subsurface location by others.
- No LEED or sustainable credit documentation services of any kind are included in this proposal.
- The preparation of operation and maintenance manuals concerning usage, of the utilities upon installation are not included in this proposal. EAC is responsible only for the design of specified utilities for build out conditions.
- No Threshold inspections are included in scope of work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 2 7 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Project Management (NTE)	$796.00
Task 2 – Permitting assistance (NTE)	$7,066.00
Subtotal	**$7,862.00**
Reimbursable Expenses	$0.00
Grand Total	**$ 7,862.00**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Consultant POC
Consultant POC
Evelyn Rodriguez, P.E.
EAC Consulting, Inc
5959 Blue Lagoon Drive Suite 410
Miami Fl, 33145
Email: erodriguez@eacconsult.com
Phone: 305-265-5460

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
Name: ~~Elora Riera~~ Alba L. Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Please update your master WO with the name of our current Village Clerk

CONSULTANT/CONTRACTOR

WITNESSES:

_____, INC.,
a _____ corporation (if not a Florida corporation add: authorized to transact business in Florida)

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2020, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

North Bay Village Florida

RFQ 2019-005: Contract for General Professional Engineering and Architectural Services Contract

Project /Task Name or Description: **Date:** 1/23/2024

Civic Park on East Drive- Phase 2- Amend 2 Permitting Assistance

Staffhour Estimate and Fee Computation Summary

		EAC Consulting, Inc			Moffat and Nichol							
	Staff Category/Classification	Principal Engineer	Project Manager	Clerical	Chief Engineer	Supervisory Engineer	Senior Engineer	Project Engineer	Designer	Clerical		
	Contract Billing Rates	$233.00	$199.00	$57.90	$233.00	$199.00	$178.00	$121.00	$85.00	$57.90	TOTALS	
Task Description											Hours	Fees
1	Project Management		4	0							4	$796.00
2	Permitting Asssistance				0	2	26	0	24	0	52	$7,066.00
Totals		**0**	**4**	**0**	**0**	**2**	**26**	**0**	**24**	**0**	**56**	$7,862.00
											Reimbursables / Other Subconsultant Services	
											ODC & Printing Reprography (EAC)	$0.00
											Grand Total (Not-To Exceed)	$7,862.00

Exhibit B – Subconsultants Proposals

Moffatt & Nichol, Inc.
2937 SW 27th Ave, Suite 101A
Miami, FL 33133
(305) 230-1924
www.moffattnichol.com

January 22, 2024

Mr. Mike Adeife
EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126

Via email: madeife@eacconsult.com

RE: North Bay Village Professional General Engineering and Architectural Supplemental Services – Civic Park Project, North Bay Village, Florida

Dear Mr. Adeife:

Pursuant to our recent discussions with North Bay Village (Village), Moffatt & Nichol (M&N) is pleased to present this proposal for supplemental consulting services to date and anticipated for completion of the permitting phase for the proposed Civic Park Project (Project).

The following work tasks outline the scope of services to be provided by M&N for EAC Consulting (Client):

EXHIBIT "A" – SCOPE OF SERVICES

Permitting Assistance

M&N will coordinate with RES, address DERM comments, and provide drawing revisions. MN will provide approximately 25 hours of design required to complete the permitting comments.
In addition to DERM, MN will provide permitting drawings required by other agencies. We assume 27 hours to address other perming agencies' comments and to provide drawing revisions.

Contract Terms

The scope of services will be subject to a mutually acceptable subconsultant agreement referencing the master agreement between the Client and the Village.

Compensation

Compensation is on a Time and Materials Basis. Reimbursable expenses will be billed at cost.

Task	Description	Fee	Fee Type
1	Permitting Assistance	$7,066.00	T&M
	Total Compensation for this Work Order	**$ 7,066.00**	

Moffatt & Nichol looks forward to the opportunity to continue our working relationship with the Village and EAC Consulting on this exciting waterfront project. Please contact Anca Predescu at (786) 271 9530 or apredescu@moffattnichol.com with any questions or if you require additional information.

Sincerely,
Moffatt & Nichol

January 23, 2024

Hugo Bermudez, P.E.
Business Unit Leader

TKB:AP

Moffatt & Nichol
Fee Proposal Worksheet

Project Number: 10907-07
Project Title: North Bay Village Civic Park Marine Works
Project Manager: Anca Predescu
Project Principal: Hugo Bermudez

Date: 01/22/24

Sub Mark-up: 0%
ODC Mark-up: 0%

I. MAN-HOUR BUDGET — CLASSIFICATION/RATES

Phase	Task	Title	Principal Eng./Sci P-9, P-8	Supervisory Eng./Sci P-7	Senior Eng./Sci P-6	Eng./Sci III P-5	Eng./Sci II P-4	Eng./Sci I P-3	Staff Eng. P-1, P-2	Senior Tech. T-5	Designer T-4	CADD II T-3	CADD I T-2, T-1	Word Processor A-4, A-3	General Clerical A-1, A-2	HOURS	LABOR TOTAL
			$233.00	**$199.00**	**$178.00**	**$147.00**	**$121.00**	**$121.00**	**$83.49**	**$90.00**	**$85.00**	**$85.00**	**$85.00**	**$57.90**	**$57.90**		
1		**Permitting DERM**		1.00	12.00						12.00					25.0	$3,355.00
2		**Permitting Other Agencies**		1.00	14.00						12.00					27.0	$3,711.00
																-	$0.00
TOTAL MAN-HOURS			0.00	2.00	26.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	52.0	
II. M&N LABOR			$0.00	$398.00	$4,628.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,040.00	$0.00	$0.00	$0.00	$0.00		$7,066.00

III. OTHER COSTS

A. Subconsultants

			Markup	Total
1.		$0	$0	$0
2.		$0	$0	$0
3.		$0	$0	$0
3.		$0	$0	$0
4.		$0	$0	$0
5.		$0	$0	$0
6.		$0	$0	$0
7.		$0	$0	$0
8.		$0	$0	$0
9.		$0	$0	$0
10.		$0	$0	$0
	Total Subconsultants:	$0	$0	$0

B. Other Direct Costs

Airfare		N/A	$0
Lodging		N/A	$0
Meals		N/A	$0
Mileage/Rental Car	$0	N/A	$0
Outside Reproduction	$0	N/A	$0
Postage/Delivery		N/A	$0
Telephone/Fax		N/A	$0
I&R/Diving Equipment		N/A	$0
Other Reimbursables - Aerial/Parcel Data	$0	$0	$0
	$0	$0	$0

IV. PROJECT SUMMARY

Total M&N Labor	$7,066.00
Total Subconsultant Cost:	$0.00
Total Other Direct Costs:	$0.00
Mark-up on Subconsultants:	$0.00
Mark-up on ODCs:	$0.00
Total Project Estimate	**$7,066.00**

Exhibit C – Project Location



Budget Amendment Form

Department		2/13/2024
Capital Projects		
Fund(s) to be changed: Capital Projects Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
320.61.630.6204	Park Improvements	$ 46,667.70	
320.00.381.3801	Transfer from General Fund		$ 46,667.70
001.19.519.9132	Transfer to Capital Projects Fund	$ 46,667.70	
001.00.389.3891	Appropriation of Unreserved Fund Balance		$ 46,667.70
TOTAL (Columns must be equal)		**$ 93,335.40**	**$ 93,335.40**

Description:

Transfer of General Fund Reserves to Civic Park Project Design - Project#CP22-10

Civic Park on East Drive Project Budget (as of 2/13/24)			
	Project Cost Estimates (Per Phase)		**Total Cost**
	Planning/Surveying/ Design/Permitting/Construction Administration	**Construction**	
	$522,667	$3,400,000	$3,922,667
Funding Source	**Planning/Surveying/Design/Permitting**	**Construction**	**Notes**
Parks Bond Funds		($1,185,455)	
Land & Water Conservation Fund Grant	($68,167)	($781,833)	
Community Contribution Fee (7918 West Drive)	($394,500)		
FIND Design/ Permitting Grant	($60,000)		
Current Funding Gap	**$0**	**$1,432,712**	This is the amount the village would need to cover to complete the project.
Potential FIND Construction Grant	$0	($1,000,000)	The village may apply for a FIND Construction Grant in March 2025, which - if funded - would cover 1/2 of all construction costs for the waterfront project elements. Construction on said elements could begin October 2025, at soonest. FIND will not cover project items such as irrigation, landscaping, shade structures, splashpads, playground equipment.
Likely Funding Gap	**$0**	**$432,712**	

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY:

SUBJECT: A Resolution Approving a Proposal from Kimley-Horn and Associates, Inc in the Amount of $112,840.00 to Assess and Oversee Soil Remediation for the Galleon Street Redevelopment Project - Village Manager Ralph Rosado, PhD, AICP (Project Manager Carlos Llamas)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES RELATED TO PERMITTING, REMEDIATION, AND DEMOLITION FOR THE 1841-1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $105,340.00; APPROVING AN AMERICAN RESCUE PLAN ACT ADDENDUM TO THE CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposal from Kimley-Horn and Associates in the amount of $112,840.00 for Galleon Street redevelopment.

BACKGROUND AND ANALYSIS

North Bay Village is looking to redevelop the Village parcel located at 1841-1851 Galleon Street. Properties Environmental Assessment & Remediation, Inc. (PEAR) completed a Phase II environmental on January 15, 2024.

Results of the Phase II identified petroleum contaminated soils and groundwater associated with an underground storage tank system (UST) utilized for equipment and fleet vehicle refueling. Reportedly, the UST was removed, but contaminated soils have remained, and may

be contributing to groundwater contamination.

In addition, the Village will be demolishing the Police Department building and associated vehicle ramp and is looking for assistance with collecting demolition bids and permitting through Miami-Dade County Department of Environmental Resources Management (DERM).

The existing pump station is already under contract to be demolished and replaced with a new submersible pump station. The Village has requested assistance with both portions of the project.

Scope of Services to be provided by Kimley-Horn is summarized below:

Task 1 – Geophysical Evaluation
Task 2 – Limited Contamination Assessment
Task 3 – Asbestos Containing Materials/Hazardous Building Materials Survey
Task 4 – Meetings
Task 5 – Interim Source Removal Oversight and Reporting

A detailed description and project schedule can be found in the accompanying proposal.

It is recommended that the Village Commission approve the proposal in the amount of $112,840.00 from Kimley Horn and Associates to assess and oversee the removal of contaminated soil for the Galleon Street redevelopment project.

The attached resolution also provides authorization for an ARPA addendum to the agreement with KHA, due to the use of ARPA funds for this Project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the ARPA Fund reallocate $112,840 from Project#SW24-03 (317.20.525.6307) to the Galleon Street Remediation Project#AR24-01 (317.61.572.6120)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving WO to KHA for Galleon Street Project.DOCX
Exhibit A - Kimley Horn Redevelopment Project Proposal.pdf
Exhibit B - ARPA Addendum - KHA - Continuing PSA.DOCX
Exhibit C BA -Galleon Street Remediation.pdf
PHASE II ESA PWD Galleon St.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES RELATED TO PERMITTING, REMEDIATION, AND DEMOLITION FOR THE 1841-1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $105,340.00; APPROVING AN AMERICAN RESCUE PLAN ACT ADDENDUM TO THE CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Village is in the process of redeveloping Village-owned property located 1841-1851 Galleon Street; and

WHEREAS, as further set forth in the staff memorandum accompanying this Resolution, the Village is in need of the Consultant's environmental services related to permitting, remediation, and demolition (the "Services") for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed $105,340.00, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, in order to utilize ARPA funding to fund part of the Project, the Village desires to enter into an ARPA Addendum (the "Addendum") to the Agreement in substantially the form attached hereto as Exhibit "B" in order to incorporate federally required contract provisions relating to ARPA; and

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

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

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

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order to Consultant attached hereto as Exhibit "A" in an amount not to exceed $105,340.00, consistent with the Agreement previously executed.

Section 3. Approval and Authorization of Addendum. That the Village Commission hereby approves the Addendum with the Consultant and authorizes the Village Manager to execute the Addendum in substantially the form attached hereto as Exhibit "B," subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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

Section 5. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 01

Dated this 5th day of February, 2024

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

1841 Galleon Street Redevelopment Project

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract.

PROJECT DESCRIPTION

North Bay Village is looking to redevelop the parcel located at 1841 Galleon Street. Historically, the Client completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. Results of the Phase II identified petroleum contaminated soils and groundwater associated with an underground storage tank (UST) system utilized for equipment and fleet vehicle refueling. Reportedly, the UST was removed, but contaminated soils have remained, and may be contributing to groundwater contamination. In addition, the Client will be demolishing the Police Department building and associated vehicle ramp and is looking for assistance with collecting demolition bids and permitting through Miami-Dade County Department of Environmental Resources Management (DERM). The existing pump station is already under contract to be demolished and replaced with a new submersible pump station. The Village has requested assistance with both portions of the project.

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order.

WORK ORDER No. 01

Dated this 5th day of February, 2024

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

1841 Galleon Street Redevelopment Project

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract.

PROJECT DESCRIPTION

North Bay Village is looking to redevelop the parcel located at 1841 Galleon Street. Historically, the Client completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. Results of the Phase II identified petroleum contaminated soils and groundwater associated with an underground storage tank (UST) system utilized for equipment and fleet vehicle refueling. Reportedly, the UST was removed, but contaminated soils have remained, and may be contributing to groundwater contamination. In addition, the Client will be demolishing the Police Department building and associated vehicle ramp and is looking for assistance with collecting demolition bids and permitting through Miami-Dade County Department of Environmental Resources Management (DERM). The existing pump station is already under contract to be demolished and replaced with a new submersible pump station. The Village has requested assistance with both portions of the project.

GENERAL REQUIREMENTS

Quality Control

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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.

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The CONSULTANT shall submit updated project schedules as required in the specific scope of services. A projected schedule of events is attached.

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. No permitting services are included in this scope of work.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Geophysical Evaluation

Kimley-Horn will contract with a licensed geophysical engineering firm to conduct a geophysical survey consisting of a ground penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators to evaluate the potential for underground utilities and other potential USTs in the area, as depicted in historical documents provided by PEAR. The GPR survey will be conducted using either a Mala and/or a GSSI GPR system. The appropriate GPR antenna configuration and time range and processing parameters will be determined in the field by the project manager.

The EM survey will be performed using a Subsite 95R and/or a Radiodetection RD (8000, 8100 or 8200) system. As appropriate, the EM survey will be conducted using both passive and active modes. The passive mode is used to find cables and conduits carrying live power (50-60 Hz) and communication (29-33Hz) signals. For the active mode survey, a current is transmitted directly or broadcast into using electromagnetic induction a metal pipe or conduit and the path of the pipe/conduit is identified by following the signal with a portable receiver. The active mode is used to trace out cast iron pipes, metal water and sewer lines, utilities that have trace wires, and inactive power and communication lines. Upon completion of sampling activities, the boreholes backfilled with drill cuttings and completed at the surface with a concrete patch to match existing conditions.

Kimley-Horn will use the information provided by the geophysical evaluation to determine the placement of soil borings. A copy of the geophysical report will be included in the report prepared to evaluate contamination in the area.

Task 2 – Limited Contamination Assessment

PEAR identified soil and groundwater contamination in the area of the former UST systems, located in the eastern portion of the site. Concentrations of petroleum products appear to indicate that additional soil and groundwater impacts may exist.

Task 2.1 Soil Sampling

Kimley-Horn will contract with a licensed driller to install up to eighteen (18) soil borings (see attached figure) around the UST system components. The soil borings will be installed using a GeoProbe® equipped with direct push technology (DPT rig) to the depth of groundwater, anticipated at approximately 5-6 feet bls, based on PEAR data. Soil samples for laboratory analysis will be collected from the following depth intervals: land surface to 0.5 ft. and 0.5 feet to 2 feet, and until the water table is intercepted. Soil for laboratory analysis will be collected into laboratory supplied container, placed on ice, and shipped to a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC). Based on previous findings and regulatory requirements, samples will be analyzed for the following parameters:

- Volatile Organic Compounds (VOCs) by EPA Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method
- RCRA 4 metals by EPA Method 6010

Field observations will be recording in soil boring logs, to be included in our report.

Task 2.2 Groundwater Sampling

Kimley-Horn will subcontract a licensed driller to install six (6) temporary groundwater monitoring wells (see attached figure). Each well will be installed with a Geo-Probe® equipped with hollow stem augers (HSAs) and constructed of 1-inch diameter PVC to a depth of 12-15 feet below land surface. Each well will consist of 10 feet of 0.010-inch slotted screen interval, with a sand filter pack to above the screen and grout to the surface. Upon completion of well installation, the well will be developed until relatively clear and allowed to equilibrate prior to sampling.

Each well will be purged and sampled according to Rule 62-160, F.A.C. and the FDEP SOPs (FS2200). Throughout the purging process, field parameters, including temperature, pH, specific conductivity, dissolved oxygen (DO), and turbidity will be measured and recorded on Groundwater Sampling Logs (Form FD 9000-24). Groundwater samples will be analyzed for the following parameters:

- Volatile Organic Compounds (VOCs) by EPA Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method
- RCRA 4 metals by EPA Method 6010

All laboratory analyses will be completed by a state-certified analytical laboratory.

Upon completion of sampling activities, the wells will be removed, and the boreholes backfilled with drill cuttings and completed at the surface with an asphalt/concrete patch to match existing conditions.

Task 2.3 Reporting

Kimley-Horn will prepare a Limited Contamination Assessment Report outlining all sampling activities, including providing tables and site maps that illustrate the analytical results.

Task 3 – Asbestos Containing Materials/Hazardous Building Materials Survey

The Client plans to demolish the Police Department building located on the site. Kimley-Horn will subcontract a licensed asbestos firm to conduct a National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos demolition survey for the existing Records Facility building at the site that will be razed prior to construction of the new Data Center building. The survey will be conducted by a team of U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspectors. The inspectors will list materials found that are suspected of containing asbestos and give a detailed description of their location. Any suspect materials found to be significantly damaged as defined by EPA will also be noted. Samples will be collected according to EPA guidelines, which dictate the number and location of samples to be collected. Inspector will attempt to sample damaged areas and areas that are least visible. The following is a listing of the typical materials that may be sampled during the survey:

Surfacing	Thermal System Insulation (TSI)	Miscellaneous
Fireproofing	Pipe Insulation	Ceiling Tiles
Acoustical Plaster	Boiler/tank Insulation	Acoustic Tiles
Hardwall Plaster	Breeching Insulation	Blown-in Insulation
	Ductwork Insulation	Floor Tile/Mastic
		Vinyl Sheeting
		Gypsum Wallboard

Roofing materials will be sampled from all structures as a part of this project.

Lead-Based Paint (LBP) Survey

In addition, testing for lead based paint will be conducted to assess the potential presence of LBP hazards that may exist on the interior and exterior surfaces of the existing Records Facility building at the site that will be razed prior to construction of the new Data Center building. One paint chip sample from each of the different interior building component observed will be collected. All samples will be analyzed for total lead using Flame Atomic Absorption Method. (SW 846 3050B/7000B).

Other Hazardous Materials

Observations of accessible areas of the interior of the space where hazardous materials could be present will be conducted to identify the presence of other hazardous materials to include but not limited to the following:

PCB, Mercury Switches, Chlorofluorocarbons (in mechanical system), Tritium Exit Signs, Sodium Vapor Bulbs

Task 4 – Meetings

Kimley-Horn has provided budget for attending teleconference calls with the client, contractor, regulatory agency, on an as needed basis.

Task 5 – Interim Source Removal Oversight and Reporting

Kimley-Horn understands that the client will conduct an Interim Source Removal (ISR), in accordance with Chapter 62-780.525, F.A.C., to remove all impacted soils from the site. The Client will contract with a licensed contractor to conduct excavation and disposal activities. For purposes of this proposal, Kimley-Horn assumes that the soil excavation will be conducted to previously identified "clean" borings and will not require confirmation sampling.

Task 5.1 – Contractor Bid Solicitation Assistance

Kimley-Horn will assist the Village in soliciting bids to conduct the excavation and disposal of impacted soils. The contractor will be required to be familiar with the rules and regulations of handling, characterizing, and disposing of non-hazardous waste (impacted soils) and OSHA 40-hour certified. The bids will be presented to the Village to be direct hired and will not fall under this contract.

Task 5.2 – Soil Excavation and Disposal Oversight

Kimley-Horn will coordinate with the contractor to have someone onsite to oversee and document the soil excavation and disposal activities. Soils being excavated will be required to be disposed at an approved landfill under waste manifest protocols. The contractor will be required to contact the landfill to arrange acceptance of the impacted soils.

Prior to excavation activities, Kimley-Horn will provide notification to the Florida Department of Environmental Protection (FDEP), per Chapter 62-780.525, F.A.C. requirements.

Kimley-Horn will provide oversight of the excavation and disposal of impacted soils. Oversight activities will consist of:

- Taking measurements and photos of excavation activities
- Collecting copies of waste manifests
- Observing safety protocols from the contractor

For the purposes of this proposal, hours planned for oversight are directly related to the contractor's estimated timeframe to complete the work (assumed at 5 days).

Task 5.3 – ISR Report Preparation

Upon completion of excavation activities, Kimley-Horn will prepare an Interim Source Removal Report (ISRR), per Chapter 62-780.525, F.A.C. The ISRR will detail excavation and disposal activities, provide copies of waste manifests, along with providing a total number of tons excavated and removed from the site. The report will be signed and sealed by a registered Professional Geologist and submitted to the DERM for review and approval.

Task 6 - Contingency
At the request of the Client, Kimley-Horn has set aside budget as a contingency to address any unforeseen issues that may arise from the above tasks. This budget will only be used upon obtaining written authorization and will only be invoiced for the amounts used.

PROJECT ASSUMPTIONS

- VILLAGE shall provide all previous environmental reports for use by the CONSULTANT.
- Contractors to provide separate schedules and cost estimates for work.
- Proposal accounts for one round of sub surface investigation samples. Additional sampling, if required, will be conducted under a separate authorization.

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 MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable. It is anticipated that Tasks 1-3 will be completed within 90 days of receiving authorization to proceed by the VILLAGE. Task 5 will be completed within the timeframe specified by the demolition contractor. For the purposes of this proposal, 5 days is assumed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed (NTE) method of compensation. For reference, the NTE amount is based on the total hourly rates payable by the VILLAGE, on an as-used basis for each of the CONSULTANT's employee categories, reimbursable expenses, and sub-consultant fees, if any, as 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

The CONSULTANT will complete this scope of services for the total amount, between lump sum and hourly-not-to-exceed rates, of $112,840.00.

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Marlon Lobban, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Stefano Viola, PE
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Stefano.Viola@kimley-horn.com
Phone: 954-535-5133
Cell: 305-785-2650

William Spinner, PG
Kimley-Horn and Associated, Inc.
201 North Franklin Street, Suite 1400
Tampa, Florida 33602
Email: Bill.Spinner@kimley-horn.com
Phone: 813-635-5522
Cell: 813-951-1351

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
NAME: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT

WITNESSES:

Kimley-Horn and Associates, Inc. a corporation authorized to transact business in Florida.

_____ _____

_____ Stefano Viola, P.E.
[Witness print/type name] [Print Name, check title]

☐ President ☒ Vice President
_____ ☐ Authorized Signatory (Please provide corporate authorization)

_____
[Witness print/type name] ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

(

_____
Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Lump Sum and Hourly Fee Schedule

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 1/30/2024

DESCRIPTION:	Contract Type	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Geophysical Evaluation	**Lump Sum**								$6,585.00
Task 2 - Limited Contamination Assessment & Reporting	**Lump Sum**								$45,645.00
Task 3 - ACM/HBM Survey	**Lump Sum**								$7,085.00
Task 4 - Meetings	**Hourly NTE**								$9,200.00
Task 5 - ISR Oversight & Reporting	**Hourly NTE**								$36,825.00
Task 6 - Contingency	**Hourly NTE**								$7,500.00
		0	**0**	**0**	**0**	**0**	**$0**	**$0**	
LABOR RATE ($/HOUR)		**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PAGE TOTAL		**$0.00**							**$112,840.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 1/30/2024

DESCRIPTION: LUMP SUM	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Geophysical Evaluation								
GPS Survey	2				1		$6,000	$6,585.00
								$0.00
								$0.00
								$0.00
								$0.00
	2	**0**	**0**	**0**	**1**	**$0**	**$6,000**	
LABOR RATE ($/HOUR)	**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$490.00**	**$0.00**	**$0.00**	**$0.00**	**$95.00**	**$0.00**	**$6,000.00**	
PAGE TOTAL	**$585.00**							**$6,585.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner						1/30/2024		
DESCRIPTION: LUMP SUM	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 2 - Limited Contamination Assessment & Reporting								
2.1 - Soil Sampling				40		$19,080	$9,000	$33,680.00
2.2 - Groundwater Sampling				10		$1,590		$2,990.00
2.3 - Reporting	10	20	10		5			$8,975.00
								$0.00
								$0.00
	10	**20**	**10**	**50**	**5**	**$20,670**	**$9,000**	
LABOR RATE ($/HOUR)	**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$2,450.00**	**$4,300.00**	**$1,750.00**	**$7,000.00**	**$475.00**	**$20,670.00**	**$9,000.00**	
PAGE TOTAL	**$36,645.00**							**$45,645.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner						1/30/2024		
DESCRIPTION: LUMP SUM	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 3 - ACM/HBM Survey								
ACM/HBM Survey	2				1		$6,500	$7,085.00
								$0.00
								$0.00
								$0.00
								$0.00
	2	**0**	**0**	**0**	**1**	**$0**	**$6,500**	
LABOR RATE ($/HOUR)	**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$490.00**	**$0.00**	**$0.00**	**$0.00**	**$95.00**	**$0.00**	**$6,500.00**	
PAGE TOTAL	**$585.00**							**$7,085.00**

North Bay Village Redevelopment Property
STAFFING HOURS

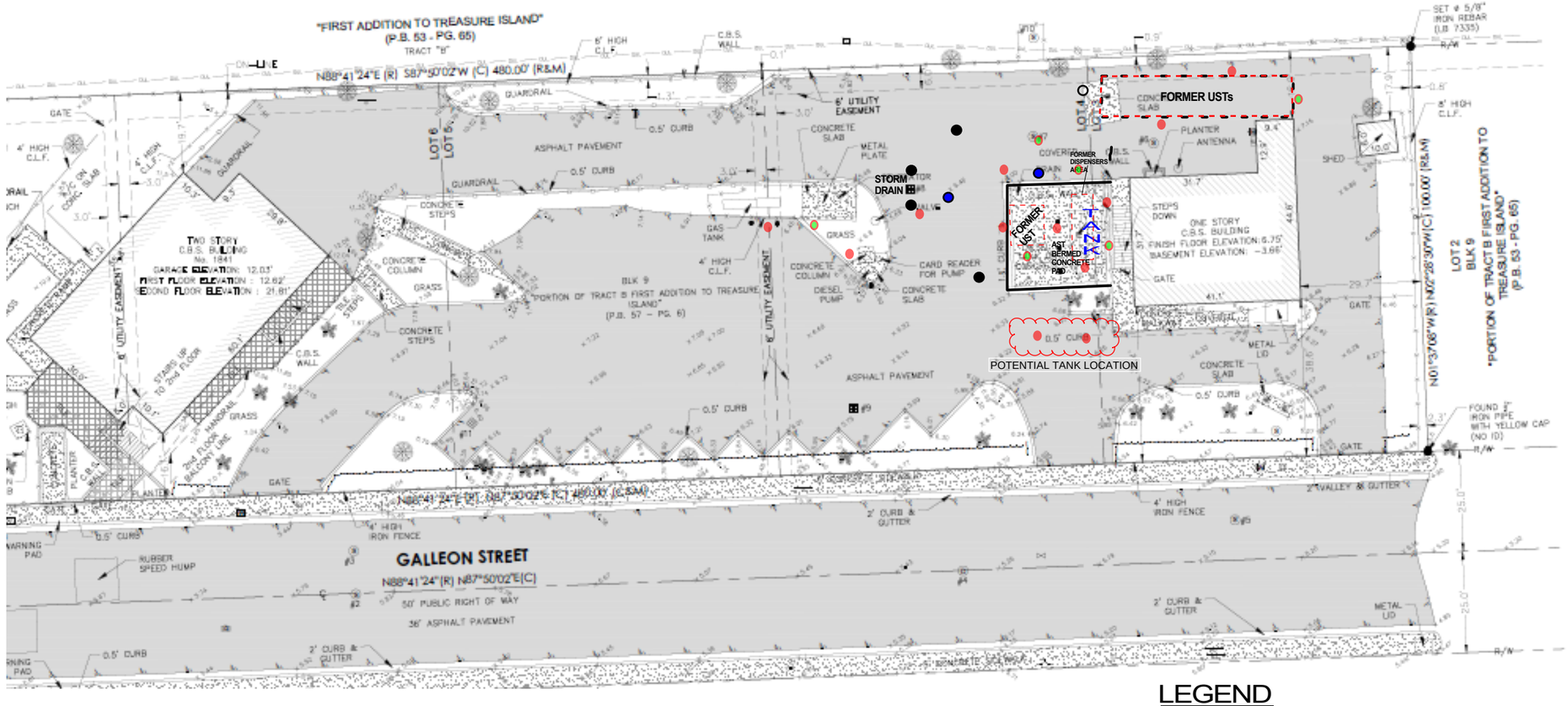
North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner						1/30/2024		
DESCRIPTION: HOURLY NOT-TO-EXCEED	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 4 - Meetings								
Meetings	20	20						$9,200.00
								$0.00
								$0.00
								$0.00
								$0.00
	20	**20**	**0**	**0**	**0**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$4,900.00**	**$4,300.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$9,200.00**							**$9,200.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner					1/30/2024			
DESCRIPTION: HOURLY NOT-TO-EXCEED	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 5 - ISR Oversight & Reporting								
5.1 - Contractor Bid Solicitation Assistance		10						$2,150.00
5.1 - Soil Excavation and Disposal Oversight	5			100	2	$5,000		$20,415.00
5.2 - ISR Report Preparation	5	30	20	20	3			$14,260.00
								$0.00
								$0.00
	10	**40**	**20**	**120**	**5**	**$5,000**	**$0**	
LABOR RATE ($/HOUR)	**245.00**	**215.00**	**175.00**	**140.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$2,450.00**	**$8,600.00**	**$3,500.00**	**$16,800.00**	**$475.00**	**$5,000.00**	**$0.00**	
PAGE TOTAL	**$36,825.00**							**$36,825.00**

Exhibit B – Location Map

7	SANITARY MANHOLE	6.25'	N	PVC	8"	-3.00'	-4.40'		
			E	PVC	8"	-4.38'			
8	CATCH BASIN	5.29'	S	RUBBER	8"	1.36'	-1.41'		
9	CATCH BASIN	5.53'	NE	RUBBER	8"	1.08'	-0.52'		
			S	RUBBER	8"	0.58'			
			W	RUBBER	8"	1.20'			
10	SANITARY MANHOLE	5.90'	E	PVC	8"	-3.56'	-3.69'		
			S	PVC	8"	-4.64'			
11	CATCH BASIN	6.13'	E	RUBBER	8"	1.32'	-0.28'		



LEGEND

- ○ Existing Monitoring Well Location
- • PEAR Soil Sample Location
- • PEAR Soil and Groundwater Sample Location
- • Proposed Soil Sampling Location
- • Proposed Soil and Groundwater Sampling Location

1

MONITORING WELL LOCATIONS AND GROUNDWATER LAB RESULTS

PUBLIC WORKS GALLEON
1851 GALLEON STREET
NORTH BAY VILLAGE, FL

DRAWN BY: RT | CHECKED BY: RT
DATE: January 9, 2024 | APPROVED BY:
PROJECT NO: xx | REVISION NO:
FAC ID NO: | SCALE: 1" = 30'

PROPERTIES ENVIRONMENTAL ASSESSMENT & REMEDIATION INC
P.O. Box 610861, Miami, FL 33261-0861
Fax (561) 908-2356
thepearco@aol.com

Exhibit C – Projected Schedule

	Galleon Project	
	Projected Environmental Schedule	
	Environmental Assessment	**Police Department Building**
Feb./March 2024	Complete GPR survey & Initiate sampling	ACM/HBM/Survey
March/April 2024	DERM review period	Contractor files demo permit/ DERM review period
May/June 2024	Assuming no further testing needed; complete soil dig to remove impacted soils; defer groundwater assessment	Demo of Police Building (Contractor to provide schedule)
June-Nov. 2025	Completion of Construction - install monitoring wells to complete assessment of groundwater (minimum of 1 year of quarterly monitoring)	

AMERICAN RESCUE PLAN ACT ADDENDUM TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS ARPA ADDENDUM to the Continuing Professional Services Agreement dated November 6,2022 (the "ARPA Addendum") is entered into as of the _____ day of _____, 2024 (the "Effective Date of this Addendum"), by and between NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (the "Village") and KIMLEY-HORN AND ASSOCIATES, INC., a Florida corporation (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

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

WHEREAS, pursuant to the RFQ, the Village Commission selected Contractor as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Contractor (the "Agreement"); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, in order to utilize ARPA funding for the Services, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

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

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

2. American Rescue Plan Act Provisions. The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially

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

funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0.

1.1.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made

a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.3. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.4. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.5. *Protections for Whistleblowers*.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.

ii. An Inspector General

iii. The Government Accountability Office.

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

DRAFT

v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.7. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.8. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.9. *Publication*. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury."

1.1.10. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

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(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in

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connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

(1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required

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certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.2.7. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *Domestic Preferences for Procurements.* To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

1.2.10. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. Conflict; Addendum Prevails. In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

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

5. Defined Terms. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

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

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado,Ph.D., AICP
Village Manager

Attest:

By: _____
Interim Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

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Budget Amendment Form

Department ARPA	2/13/2024
Fund(s) to be changed: ARPA Fund	

GL Account	GL Line Item	Transfer to:	Transfer from:
317.61.572.6120	Land Improvements - Galleon Street Remediation Project #AR24-01	$ 112,840.00	
317.20.525.6307	Stormwater Improvements - SW24-03		$ 112,840.00
		$ 112,840.00	**$ 112,840.00**

Description:

In the ARPA Fund reallocate $112,840 from the TIES Stormwater Project# SW24-03 (317.20.525.6307) for the remediatian of the Galleon Street property (Project#AR#24-01).

Phase II Environmental Site Assessment

OF:

1841 GALLEON STREET
MIAMI-DADE COUNTY FOLIO# 23-3209-014-0200
NORTH BAY VILLAGE, FLORIDA

PREPARED FOR:

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

JANUARY 15, 2024

PREPARED BY:

Properties Environmental Assessment & Remediation, Inc.
P.O. Box 811674 Boca Raton, FL 33481
Tel/Fax (561) 717-6915 / thepearco@aol.com

SECTION 1.0 - INTRODUCTION

Properties Environmental Assessment & Remediation, Inc. (PEAR) was retained by North Bay Village (Client) to prepare a Phase II Environmental Site Assessment (ESA) report for the subject property located as follows:

1841 Galleon Street
North Bay Village, FL
Folio # 23-3209-014-0200

The subject property is further identified by Miami-Dade DERM as UT-2645 and the state of Florida FDEP as Facility ID#13/8944866.

Based on the findings of the Phase I ESA, dated November 7, 2023, and prepared by PEAR, the subject property contained a Recognized Environmental Condition (REC) related to petroleum discharges. The Phase I ESA concluded through file searches that the petroleum impacted soil and groundwater were not remediated and were potentially still present and recommended a limited Phase II assessment.

Petroleum underground storage tanks (USTs) were on site and removed on 2 occasions. The subject property filed a petroleum Discharge Notification Form (DRF) on May 19, 1995, and October 9, 1999, to report findings of petroleum impacted soil and groundwater. The reported discharges were from visual observation of free-floating product (FFP) on the surface of the groundwater during the removal of existing USTs. See Figure 1 for a site layout and locations of former USTs and current operating Aboveground Storage Tank (AST).

The tank closure assessment report (TCAR) dated January 21, 1992, reported a 1500-gallon diesel UST removed and petroleum contaminated soil disposal. Groundwater analysis revealed low concentrations of petroleum contaminants. The soil condition was unknown since no historical soil analysis was conducted.

The TCAR dated July 19, 1995, reported that one (1) diesel and one (1) unleaded gasoline UST of 2,000 gallons capacity were removed and contaminated soil disposal. Limited groundwater sampling and analysis revealed no contaminants in the groundwater. The soil condition was unknown since no historical soil laboratory analysis was conducted.

Currently, the subject property operates a permitted 2000-gallon gasoline above ground storage tank (AST).

The purpose of the Phase II limited sampling is two-fold:
1) Through limited sampling activities determine if any petroleum contamination is present within the subject property.
2) As part of the planned property improvements/construction activities determine the presence or absence of petroleum contaminated soil and/or groundwater that should be fully identified for proper handling during or prior to construction.

SECTION 2.0 – ASSESSMENT AND FINDINGS

Sampling Rationale and Methodology

Based on the findings of the Phase I ESA, dated November 7, 2023, and prepared by PEAR, the subject property contained a Recognized Environmental Condition (REC) related to petroleum discharges. The Phase I ESA concluded through file searches that the petroleum impacted soil and groundwater were not remediated and were potentially still present. The Phase II assessment focuses on the current property use and historical discharges related to petroleum. The soil sampling scheme includes Direct Push Technology (DPT) soil assessment via organic vapor analysis (OVA) with use of a Photo Ionization Detector (PID) and selected confirmation soil sample analysis. The groundwater sampling scheme includes installation of representative monitoring wells and collection of groundwater samples for laboratory analysis. All selected samples were collectively analyzed via EPA Methods 300, 350.1, 365.4, SW-846 6010, 8260D, 8270C and FL-PRO (see lab report).

All sampling activities were conducted as per standard operating protocol (SOP) provided in Chapter 160 Florida Administrative Code (FAC). All samples were collected in accordance with the Florida Department of Environmental Protection (FDEP) sampling protocols FDEP-SOP 001/01 – FS 2200 Groundwater and FS 3300 Soil sampling guidelines. All laboratory analysis was performed by a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory.

Soil Sampling and Analytical Findings:

On December 8, 2023, PEAR mobilized with a Florida licensed driller to collect soil samples SB-1 through SB-6 via direct push technology (DPT) and installations of temporary monitoring wells TMW-1 and TMW-2. The soil samples from surface to 4' feet below land surface (bls) were retrieved with a stainless-steel hand auger, deeper samples were retrieved in sleaved split spoons. See Figure 2 for all sample locations.

Each sample was placed in a new mason 8-oz glass jar and sealed with aluminum foil until stabilized (5 min) and analyzed with a Mini-Rae 3000 photo ionization detector (PID). The sample headspace was analyzed for net organic vapor content measured in parts per million (ppm). Confirmation samples were collected based on organic vapor content and location and placed into laboratory provided containers, labeled, and then set in ice for transport. See Attachments for all sampling logs, laboratory reports and chains of custody.

See Figure 2 for all soil sample locations and relative OVA readings. The highest net OVA reading was 147.3 ppm, obtained from sample SB-5 (2'-4'). All other readings were less than 50 ppm. Sample SB-5 (2'-4') was selected for confirmatory laboratory analysis based on its proximity to the historical discharge area and because it contained olfactory detectable petroleum odor. Additional assessment samples SB-5 (0'-2') and SB-6 (2'-4') were collected to determine the vertical extent and potential horizontal extent of petroleum impacted soil.

The laboratory analytical results show that SB-5 (2'-4') contains **680** milligrams per kilogram (mg/kg) of Total Recoverable Petroleum Hydrocarbons (TRPHs), a concentration that exceeds the Soil Cleanup Target Levels (SCTLs) of 460 mg/kg and the Leachability Based on Groundwater Criteria of 340 mg/kg set forth in Chapter 62-777 Florida Administrative Code. See Figure 3 for all soil sample locations and associated laboratory results.

Groundwater Sampling and Findings:

Temporary monitoring wells TMW-1 and TMW-2, and existing monitoring well EMW-1 were properly developed and sampled on December 12, 2023. The groundwater laboratory results show that TMW-2 contains **0.44** micrograms per liter (ug/L) of Benzo(a)anthracene and exceeds the Groundwater Cleanup Target Level (GCTL) of 0.05 ug/L. See Figure 4 for all groundwater sample locations and associated laboratory results.

SECTION 3.0 – CONCLUSIONS AND RECOMMENDATIONS

Based on the soil and groundwater laboratory findings, and regulatory documentation of historical petroleum discharges, it has been established that petroleum impacted soil and groundwater (in excess of the cleanup standards) are present at the subject property. The impacted soil and groundwater appear to remain from the historical reported discharge and warrant further assessment and remediation for handling and closure purposes.

The planned property improvements appear to include excavation and potential dewatering activities within or in the vicinity of the confirmed petroleum impacted soil and groundwater. The impacted soil and groundwater should be formally and fully assessed/delineated prior to handling during construction activities. Proper handling of the petroleum impacted soil and groundwater should include full assessment, documentation, reporting and regulatory closure as applicable.

ATTACHMENTS

SE 19-233

Kimley»Horn

RECEIVED
DEC 19 2019
RER / DERM
Water & Wastewater Division

2nd RFI Response

December 11, 2019

NORTH BAY VILLAGE (PS-23-0001)

MAIN PUMP STATION IMPROVEMENTS

DERM NO.: 2019-SEW-EXT-00233

EEOS No.: 2019-SEW-EXT-00233
Division: WWED.
Fac. Name:
Doc. Type: Tech report
Doc. Date: 12-19-2019
Comments: 2nd RFI Response.

Prepared for:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Prepared by:

Kimley-Horn & Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, FL, 33324
043138041

GARY R. RATAY
LICENSE
No. 46682
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/11/2019

Gary R. Ratay, P.E.
FL P.E. License Number 46682
Kimley-Horn and Associates, Inc.
CA Number 00000696

Calculations associated with determining the minimum flood elevation are included in Appendix C. To comply with the minimum flood criteria, the pump station wet well design includes a floodtight, single door, flush mounted, access cover reinforced to withstand a 25-foot column of stationary water and H20 load rating. A Halladay Model F1H series hatch cover cutsheet is included in Appendix C.

Other goals include keeping disruption and environmental impacts to a minimum and avoid inflow and infiltration by reducing stormwater impacts to the surrounding areas.

DESIGN CONSTRAINTS

The project intent is to construct the proposed pump stations and associated piping up to the connection points without interrupting operation of the existing pump stations. Once the new pump stations are constructed, operationally tested, and accepted, the existing stations will be bypassed, demolished, and then the proposed sanitary sewer and force main connections will be completed, and the new pump stations can be brought online.

Demolition of the existing pump stations will include removal and legal disposal of wastewater and contaminated soils, supply and installation of suitable fill, removal of necessary mechanical and electrical components, materials, and accessories, cutting and capping of all existing utility lines as needed, site restoration, and regulatory coordination/permitting if applicable to complete the demolition process at both locations.

FLOW CALCULATIONS

In order to calculate the sanitary sewer wastewater design flows for the Main pump station proposed to be replaced, several months of flow meter readings were provided by North Bay Village for analysis. As shown in Appendix D, the field test data captured for the Main Wastewater pump station indicated an average daily flow (ADF) of 572,546 GPD. As previously discussed in the Project Description above, the Hispanola Avenue pump station currently discharges to the Main Wastewater pump station. Since flow meter data was not available for the Hispanola Avenue pump station, field testing data was used to calculate the ADF. The field test data indicated that the Hispanola Avenue pump station was contributing 286,255 GPD to the Main Wastewater pump station. Therefore, the Hispanola Avenue pump station contribution was deducted from the 572,546 GPD. Based on the flow data and field test data provided, the following ADF was calculated for the Main Wastewater pump station:

- Main Wastewater Pump Station: 572,546 GPD - 286,255 GPD = 286,291 GPD

As part of the flow calculation process, peaking factors were determined as well. As per the 10 States Standards – Recommended Standards for Wastewater Facilities Chapter 10, the peaking factor determined for the Main pump station is shown below. The peaking factor calculations can be found in the pump station calculations discussed later in this report and included in Appendix E.

Peak Design Flow

Basin	Average Daily Flow (GPD)	Peaking Factor	Peak Design Flow (GPM)
Main Wastewater Pump Station	287,000	3.46	690

Appendix A

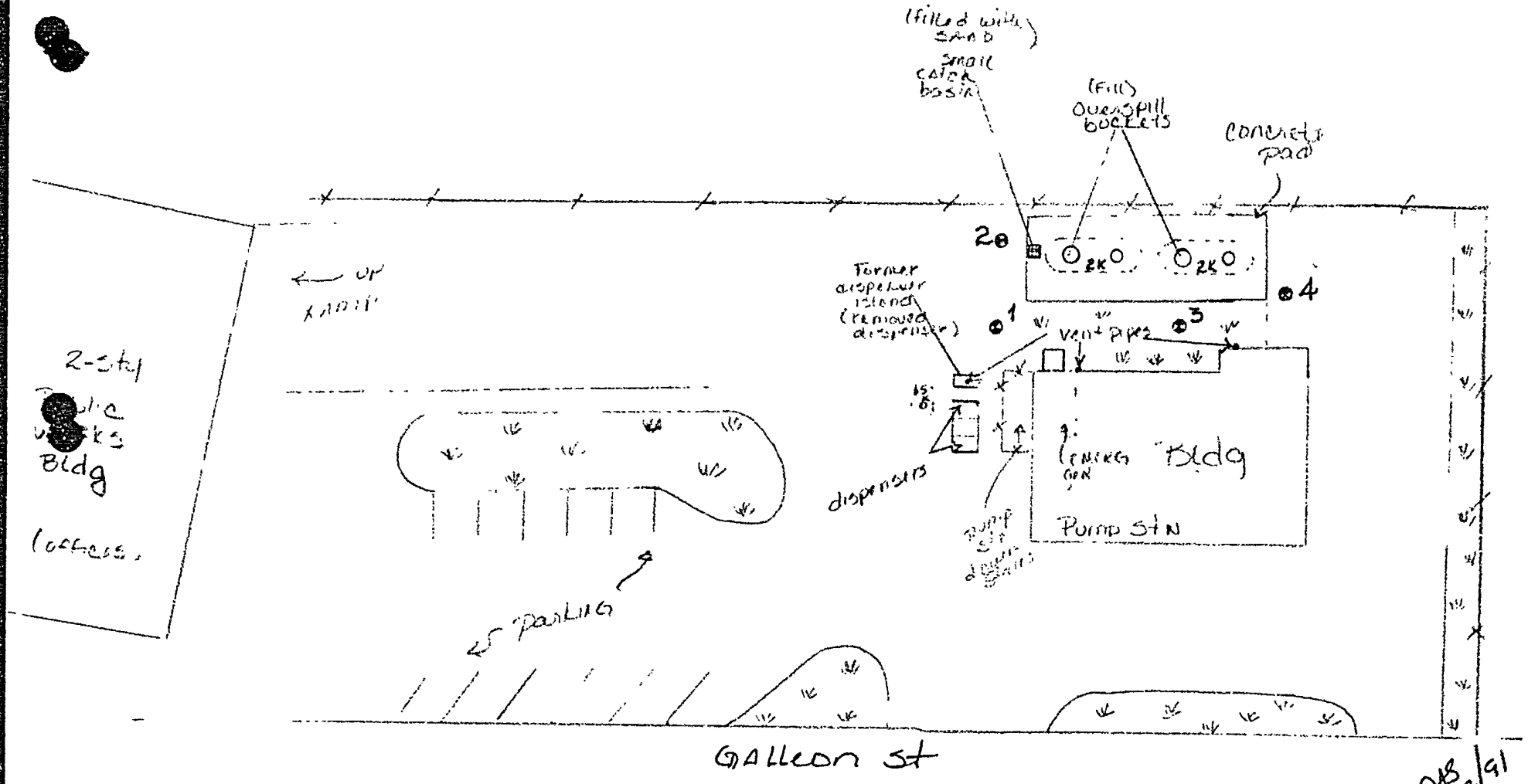
PROJECT LOCATION MAP



REGULATORY FILE

City of North Bay Village
Public Works Dept.

UT- 2645
1841 Galleon Street



8/21/91



West end of exc. PAH & O&G samples ↑



view of exc. facing west ↑
& VOA samples from east end.



gw at the west end of exc.
↵



east end of exc. gw
↵

ION: UST DATE: 5-19-95

DRESS: 1911 Gulleon St.





UST #1

Excavation facing east

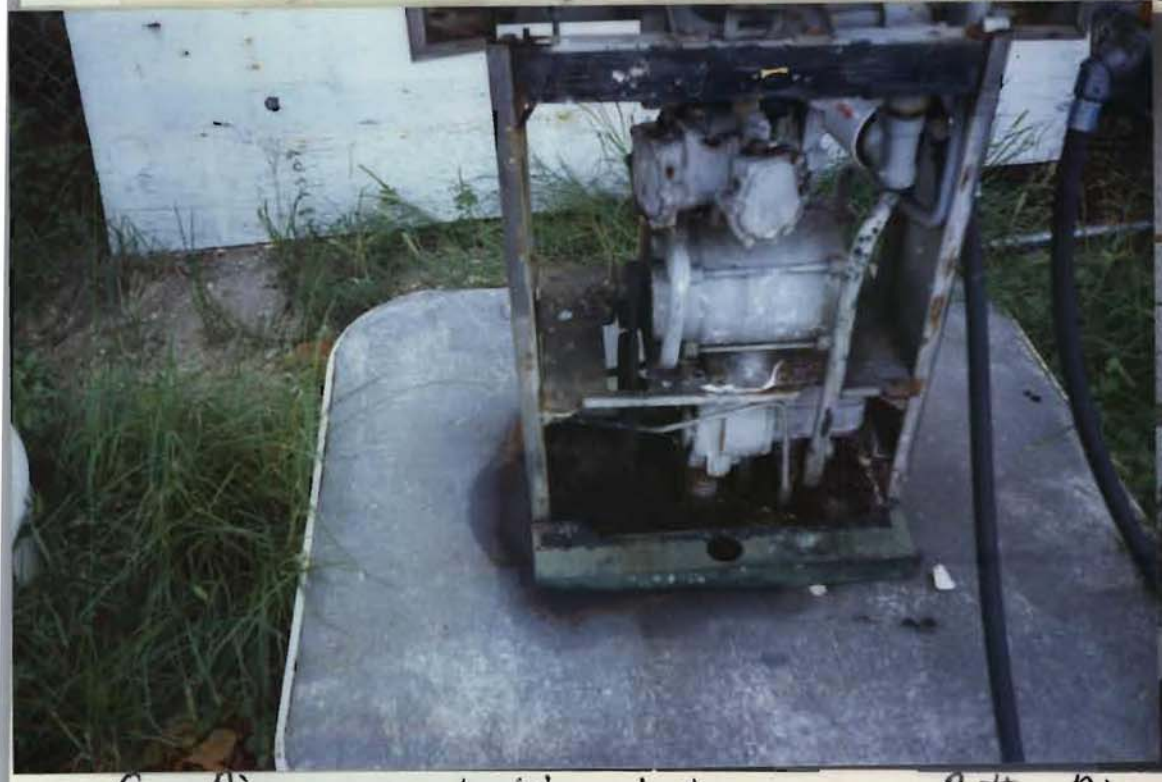


UST #2

INSPECTOR: Stephan Brown SECTION: UST DATE: 5-14-95

SITE NAME: City of No. Bay Village ADDRESS: 1841 Gulloon St.

METROPOLITAN DADE COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT





Gas Dispenser leaking into Ground

Both Dispenser in Poor Condition



Tank Site Pad

Inspector: D. James Section: UST Date: 8-26-93

Site Name: City of North Bay Village Public Works Address: 1851 Galleon St



Excavation with Groundwater exposed (Free Floating product)



O+G Sample obtained.

Inspector: Keith Ng Section: UST Date: 10/6/92

Site Name: North Bay Village Address: 1841 Galleon St

METROPOLITAN DADE COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT



Overall View of facility.



1-1000 gallon tank
removed from Excavation

Inspector: Keith Ng Section: UST Date: 10/6/92

Site Name: North Bay Village Address: 1841 Gallcon St

METROPOLITAN DADE COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT



Unleaded Fuel tank Farm (Northern)



Diesel tank farm (WEST) + Dispensers

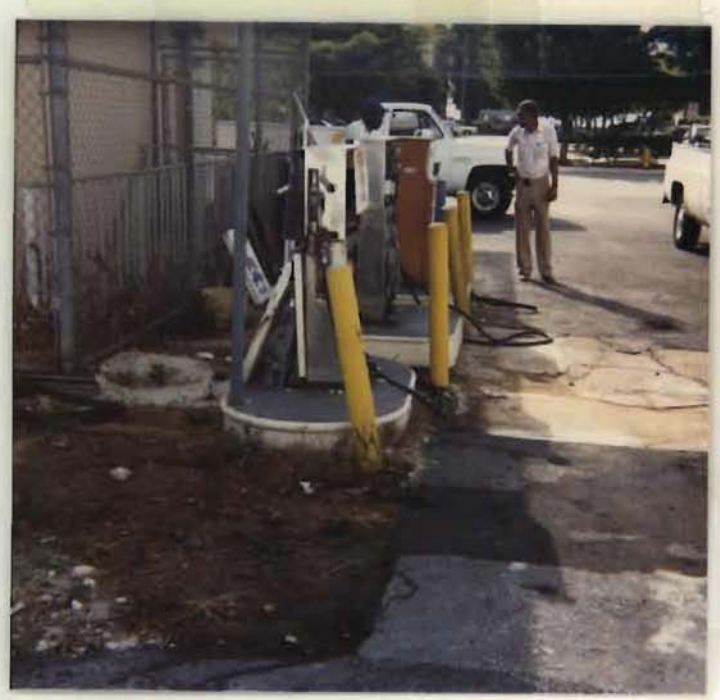


MW#2
BC# 151748
EPA 602

Inspector: J. Hickey Section: 2645 Date: 3/6/91

Site Name: North Bay Village Public Works Address: 1841 Collins ST

METROPOLITAN DADE COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT



STAINED SOIL AREA SURROUNDING NORTH BAY VILLAGE PUBLIC WORKS DEPT. GASOLINE/DIESEL FUEL PUMPS.



STAINED SOIL AREA ADJACENT TO N. BAY VILLAGE PUBLIC WORKS DEPT. GASOLINE PUMPS.



STAINED SOIL AREA SURROUNDING GASOLINE PUMPS AT NORTH BAY VILLAGE PUBLIC WORKS DEPT.



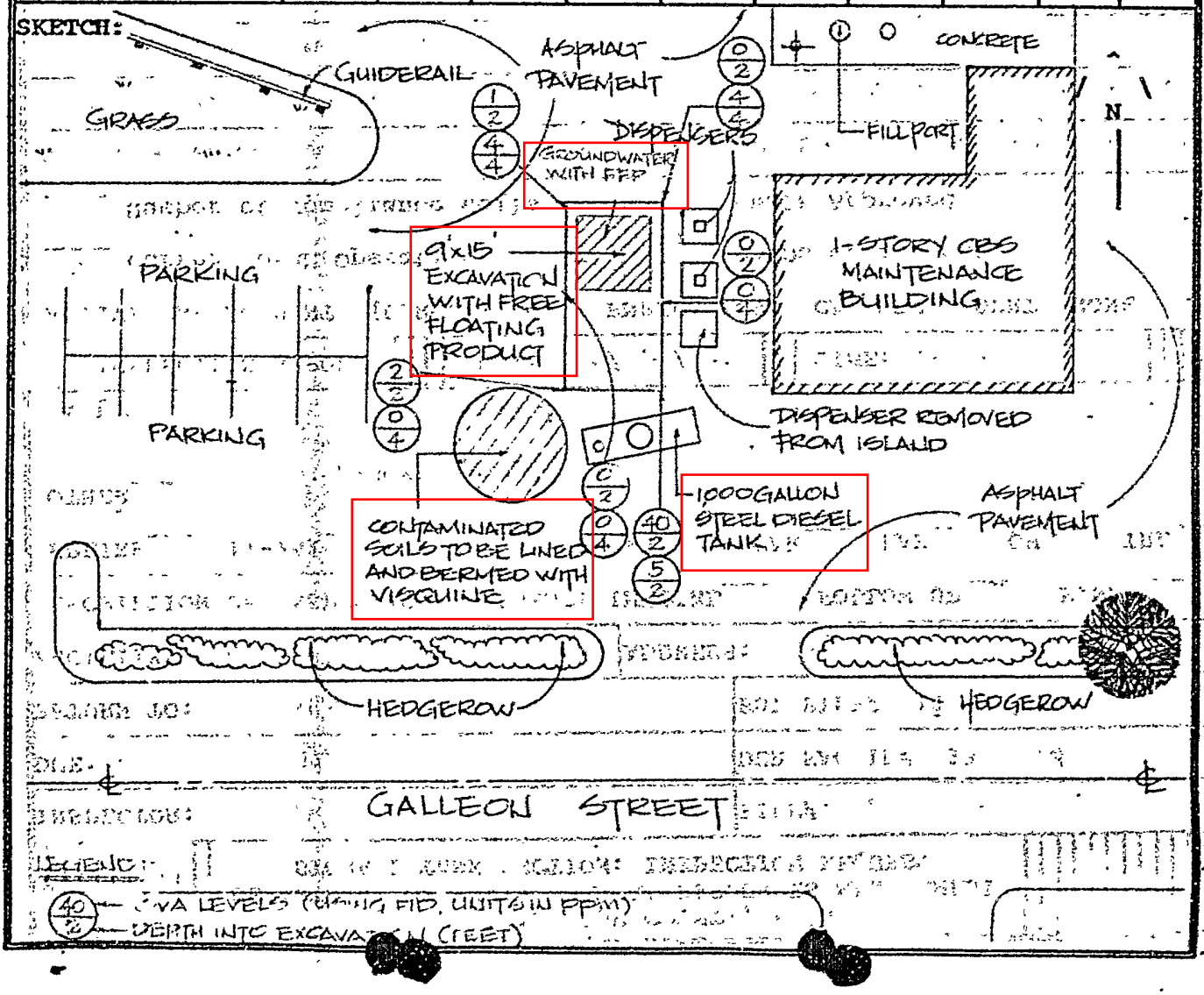
STAINED SOIL AREA ADJACENT TO N. BAY VILLAGE PUBLIC WORKS DEPT. GASOLINE/DIESEL PUMPS.

Inspector: BEN KLINGER/GARY SERVICE **Section:** COMPLIANCE **Date:** 1-9-89

Site Name: N. BAY VILLAGE PUBLIC WORKS DEPT. **Address:** 1851 GALLEON ST. N. BAY VILL

DERM MONITORING WELL INSPECTION SHEET	MONITORING WELL NUMBER									
Concrete pad?										
Water-tight cap?										
Proper grouting?										
Steel Collar?										
MW Diameter?										
Solid Riser?										
Depth to Water?										
Depth to Bottom?										
Observations										

SKETCH:



UT-2645

State of Florida
Department of Environmental Regulation

Pollutant Storage Tank System Inspection Report Form

Facility: ID. #: 130944866 County: Dade
Facility Name: City of N Bay Village Public Works.
Facility Location: 1841 Galleon Rd.
Facility Contact: City of N. Bay Village Phone: 865-0506
Owner: City of N. Bay Village Phone: 865-0506
Owner Address: 1841 Galleon Rd.
Owner Contact: City of N Bay Village Owner Change Date: 00/00/00
Latitude: 25 : 50 : 46 Longitude: 80 : 08 : 52 Fac. Type: City Gov.

Tank #	Size	Contents	Date Installed	Under or Above	Tank Type	Integral Piping	Monitoring System	Tank Status
1	1500	D+G	xx/69	U	C	B	N	B
2	2000	B	xx/73	U	AEM	Y	B	U
3	2000	B	xx/73	U	AEM	Y	B	U

Comments: 13) TCAR to be submitted.
14) Free Floating product observed on groundwater in excavation
15) DRF unknown if submitted.
16,17) Free product removed via IRA

Inspection Type: (Choose One)
- ☐ Routine
- ☐ Discharge (DRF)
- ☐ Installation
- ☒ Closure
- ☐ Abandoned
- ☐ Reinspection

Site Information: (All that apply)
- ☐ Near Public Wells
- ☐ Repaired
- ☒ Contaminated
- ☐ Upgraded
- ☐ Complaint
- ☐ Both UST & AST
- ☐ Acid Tanks
- ☐ Hazardous Materials

DER District or Local Program: South East DERM

Keith Ng
Inspector Name (Print):

Keith Ng 10/6/92
Inspector's Signature & Date

Denise O. Levels
Contact Name (Print):

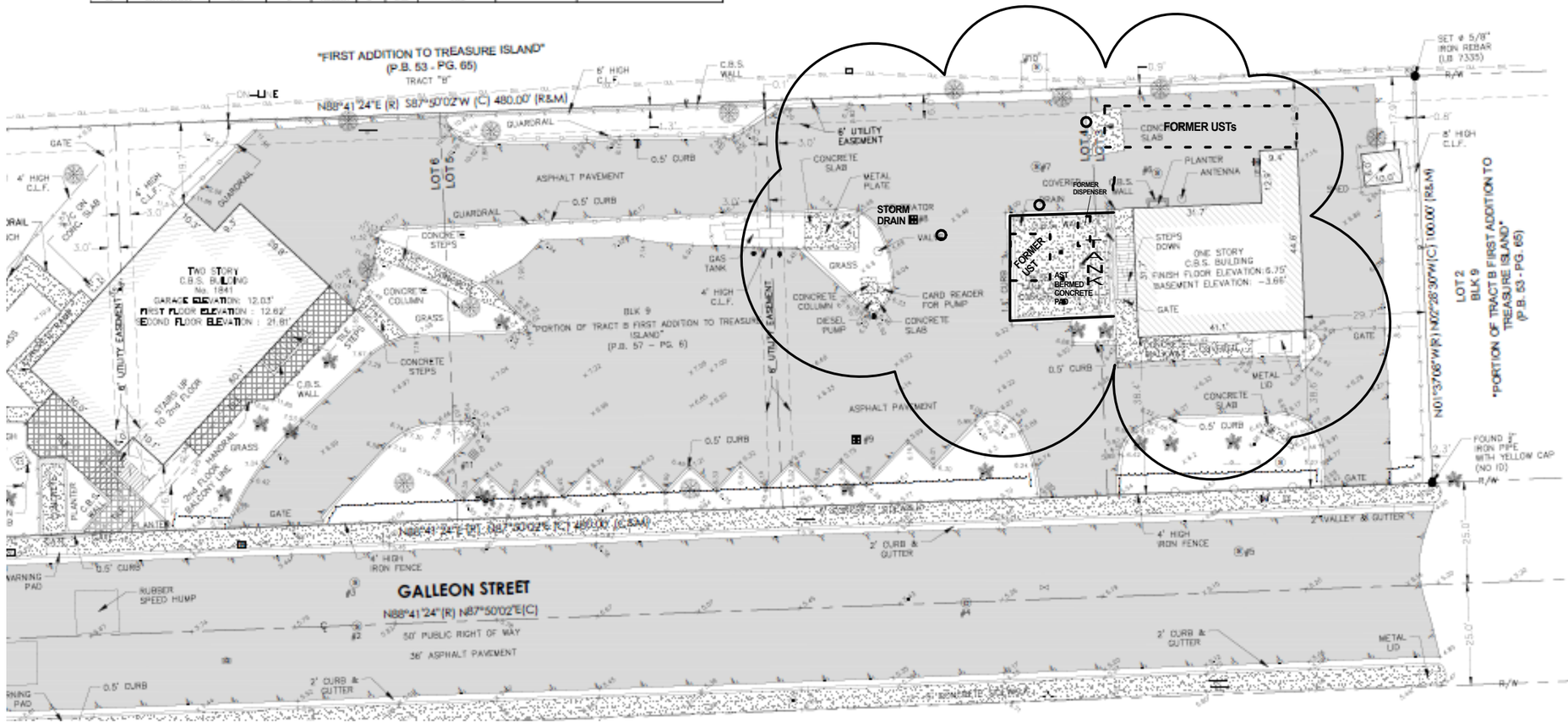
Denise O Levels 6 Oct 92
Contact's Signature & Date

DER Form 761-01-91

INSPECTOR COPY

FIGURES

7	SANITARY MANHOLE	6.25'	N	PVC	8"	-3.00'	-4.40'		
			E	PVC	8"	-4.08'			
8	CATCH BASIN	5.29'	S	RUBBER	8"	1.36'	-1.41'		
9	CATCH BASIN	5.53'	NE	RUBBER	8"	1.08'	-0.52'		
			S	RUBBER	8"	0.58'			
			W	RUBBER	8"	1.20'			
10	SANITARY MANHOLE	5.90'	E	PVC	8"	-3.56'	-3.69'		
			S	PVC	8"	-3.64'			
11	CATCH BASIN	6.13'	E	RUBBER	8"	1.32'	-0.28'		



LEGEND

○ Monitoring Well Location

Assessment Area

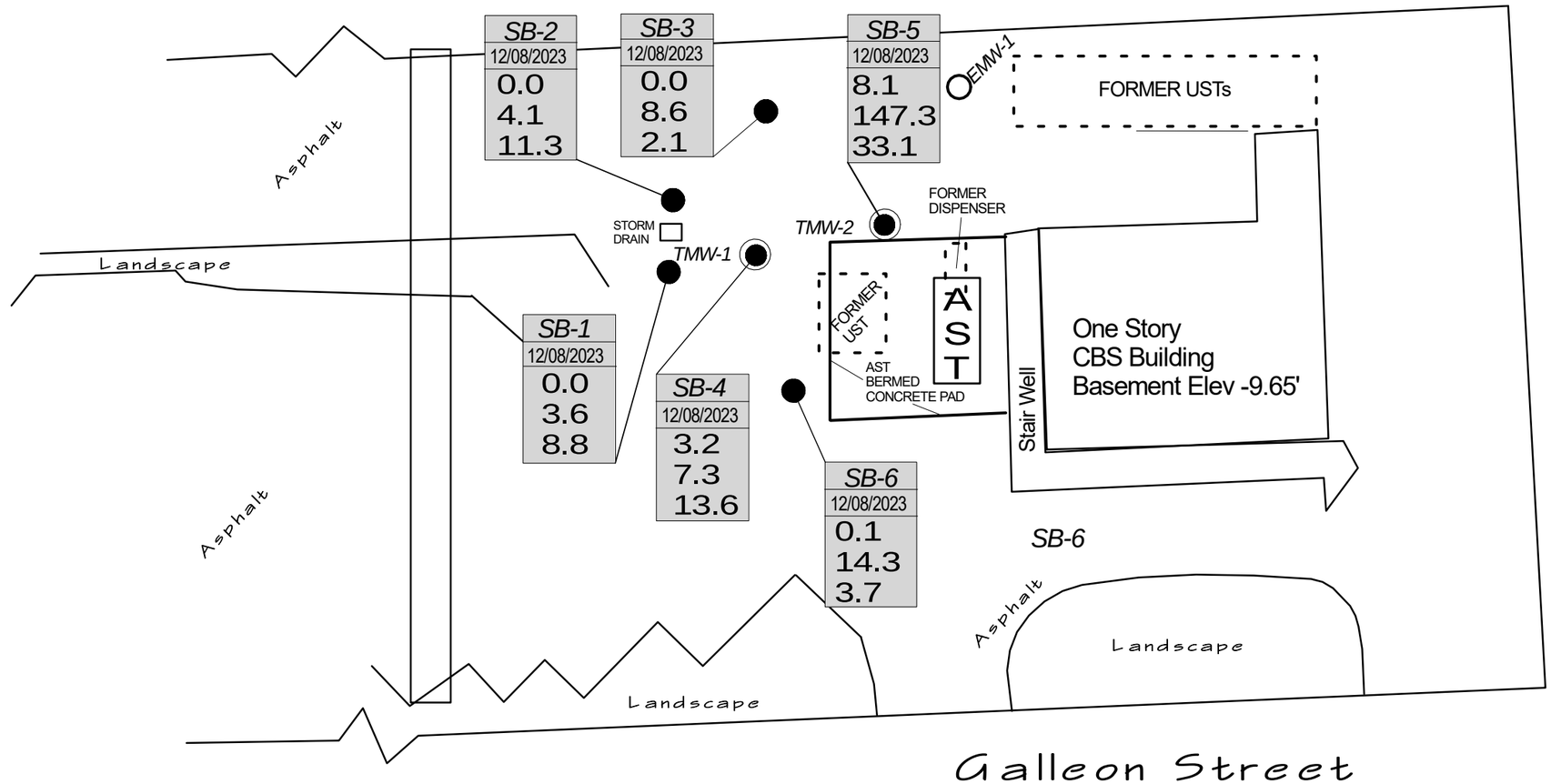
PROPERTIES ENVIRONMENTAL ASSESSMENT & REMEDIATION INC
P.O. Box 610861, Miami, FL 33261-0861
Fax (561) 908-2356
thepearco@aol.com

DRAWN BY: RT	CHECKED BY: RT
DATE: January 9, 2024	APPROVED BY:
PROJECT NO: xx	REVISION NO:
FAC ID NO:	SCALE: 1" = 30'

PUBLIC WORKS GALLEON
1851 GALLEON STREET
NORTH BAY VILLAGE, FL

MONITORING WELL LOCATIONS AND GROUNDWATER LAB RESULTS

1



LEGEND

- ● Soil Boring Location
- ○ Monitoring Well Location

KEY:

LOCATION	
DATE	
BLS	CONC
0 - 2'	PPM
2' - 4'	PPM
4' - 6'	PPM

CONC - All concentrations in parts per million (PPM)

Notes:
Bolded values exceed Soil Cleanup Target Levels (SCTLs) set forth in Chapter 62-777 Florida Administrative Code.



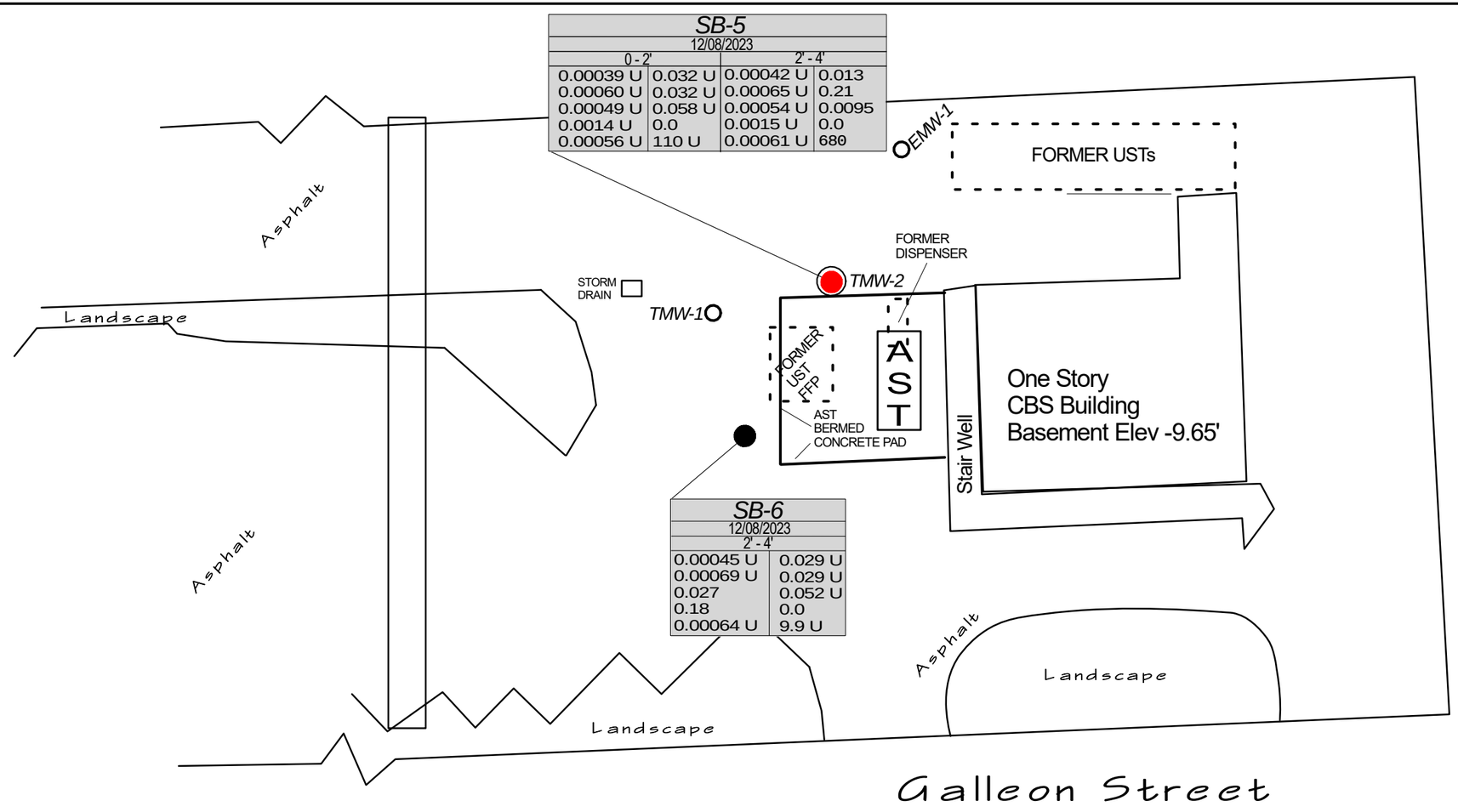
2

OVA SAMPLE LOCATIONS AND PID RESULTS

PUBLIC WORKS GALLEON
1851 GALLEON STREET
NORTH BAY VILLAGE, FL

DRAWN BY: RT | CHECKED BY: RT
DATE: January 9, 2024 | APPROVED BY:
PROJECT NO: xx | REVISION NO:
FAC I.D NO: | SCALE: 1" = 30'

PROPERTIES ENVIRONMENTAL ASSESSMENT & REMEDIATION INC
P.O. Box 610861, Miami, FL 33261-0861
Fax (561) 908-2356
thepearco@aol.com



LEGEND

- ● Soil Boring Location
- ○ Monitoring Well Location

KEY:

LOCATION	
DATE	
FBLS	
Benzene	1-Methylnaphthalene
Toluene	2-Methylnaphthalene
Ethylbenzene	Naphthalene
Total Xylenes	B(a)P Equivalent
MTBE	TPH

All concentrations in milligrams per kilogram (mg/kg)

Notes:
Bolded values exceed Soil Cleanup Target Levels (SCTLs) set forth in Chapter 62-777 Florida Administrative Code.

0 10 20
SCALE 1" = 20'

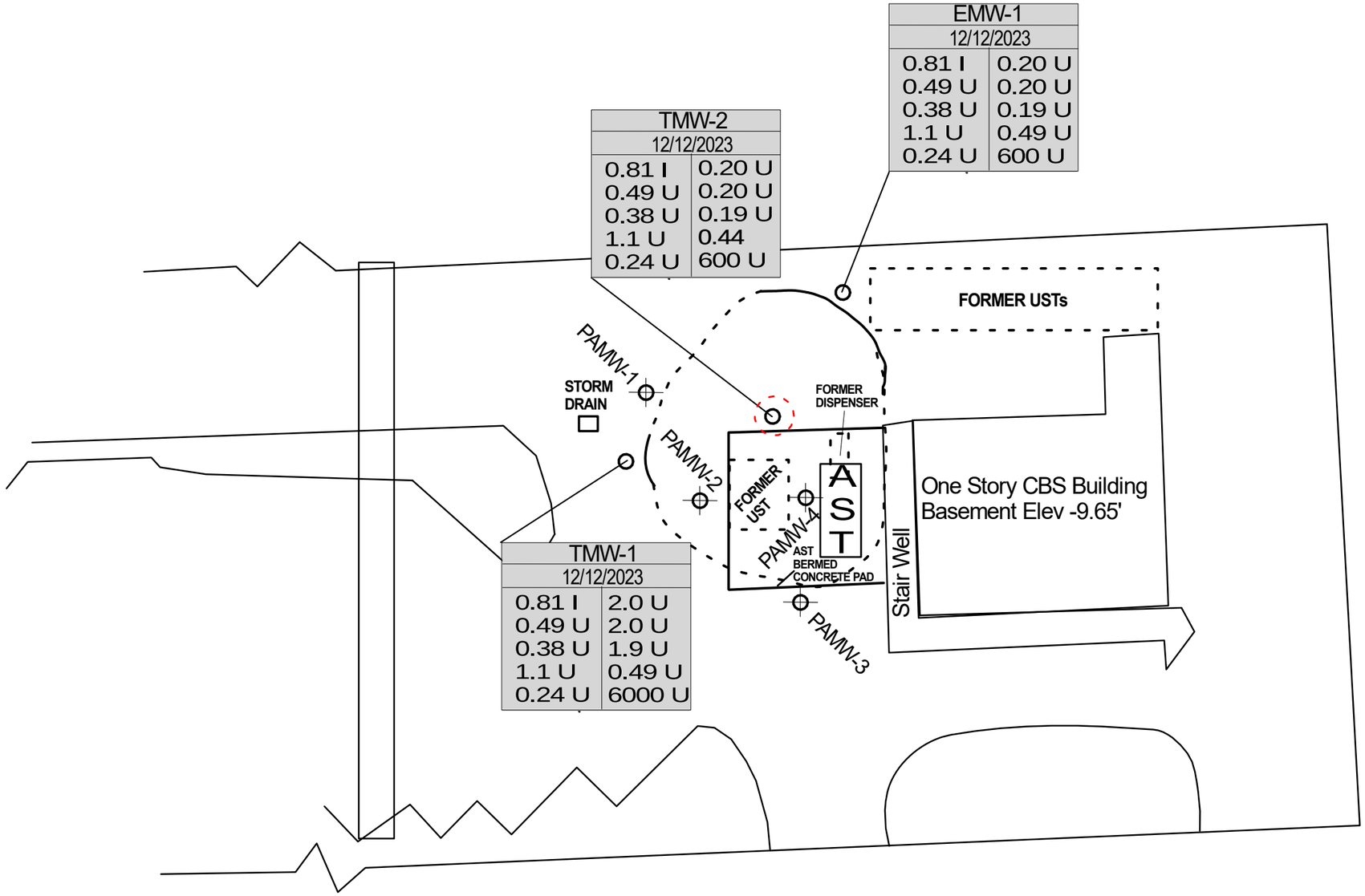
3

SOILSAMPLE LOCATIONS AND LAB RESULTS

PUBLIC WORKS GALLEON
1851 GALLEON STREET
NORTH BAY VILLAGE, FL

DRAWN BY: RT | CHECKED BY: RT
DATE: January 9, 2024 | APPROVED BY:
PROJECT NO: xx | REVISION NO:
FAC ID NO: | SCALE: 1" = 30'

PROPERTIES ENVIRONMENTAL ASSESSMENT & REMEDIATION INC
P.O. Box 610861, Miami, FL 33261-0861
Fax (561) 908-2356
thepearco@aol.com



LEGEND

- Monitoring Well Location
- Proposed Assessment Well Location

KEY:

LOCATION	
DATE	
Benzene	1-Methylnaphthalene
Toluene	2-Methylnaphthalene
Ethylbenzene	Naphthalene
Total Xylenes	Benzo(a)anthracene
MTBE	TPH

All concentrations in micrograms per liter (ug/L)

Notes:
Bolded values exceed Groundwater Cleanup Target Levels (GCTLs) set forth in Chapter 62-777 Florida Administrative Code.

0 10 20
SCALE 1" = 20'

4

MONITORING WELL LOCATIONS AND GROUNDWATER LAB RESULTS

PUBLIC WORKS GALLEON
1851 GALLEON STREET
NORTH BAY VILLAGE, FL

DRAWN BY: RT | CHECKED BY: RT
DATE: January 9, 2024 | APPROVED BY:
PROJECT NO: xx | REVISION NO:
FAC ID NO: | SCALE: 1" = 30'

PROPERTIES ENVIRONMENTAL ASSESSMENT & REMEDIATION INC
P.O. Box 610861, Miami, FL 33261-0861
Fax (561) 908-2356
thepearco@aol.com

SAMPLING LOGS

DEP FORM FD 9000-24: GROUNDWATER SAMPLING LOG

SITE NAME:	Public Works	SITE LOCATION:	1851 Galleon ST.

WELL #:	EMW-1	Sample ID #:	EMW-1	DATE:	December 12, 2023

PURGING DATA

WELL DIAMETER (INCHES)	TUBING DIAMETER (Inches)	WELL SCREEN INTERVAL (FT)			STATIC DEPTH TO WATER (FT)	PURGE PUMP TYPE
2	1/4	2.00	TO	12.00	7.93	PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY

(only fill out if applicable)	=	12.00	-	7.93	=	4.07	X	0.1600	=	0.6512

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME

(only fill out if applicable)	=		+		X		+		=	

INITIAL PUMP OR TUBING DEPTH IN WELL		FINAL PUMP OR TUBING DEPTH IN WELL		Purging initiated at:	Purging ended at:	Total volume purged: (Gallons)
9.00	FEET	9.00	FEET	12:51	12:59	2

TIME	VOLUME PURGED (gallons)	CUMMULITIVE GAL. PURGED	PURGE RATE (GPM)	TEMP. DEG. (C)	DO (MG/L)	SPEC.COND. (UMHOS)	pH (standard units)	TURBIDITY (NTU)	DEPTH TO WATER (FT)	COLOR (describe)	ODOR (describe)
12:55	1.00	1.00	0.25	26.2	2.97	10267	7.04	18.94	7.96	Cloudy	SULFER
12:57	0.50	1.50	0.25	26.2	2.95	10263	7.02	18.26	7.96	Cloudy	SULFER
12:59	0.50	2.00	0.25	26.2	2.94	10260	7.02	17.41	7.96	Cloudy	SULFER

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88

TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: B = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP** = Peristaltic Pump; **APP**=After Peristalyic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY AND AFFILIATION:	SAMPLER SIGNATURE:	Sampling initiated at:	Sampling ended at:
Jashua Lara/AEL	*Jashua Lara*	12:59	13:01

FINAL PUMP OR TUBING DEPTH IN WELL :		Tubing Material Code:	Field Filtered:	N	Filter size :	
9.00	FEET	**HDPE**	Filtration Equip. Type :			

FIELD DECONTAMINATION :	**PUMP?**	**YES** ☑	**NO** ☐	**Pump Tubing?**	**YES** ☑	**NO** ☐		**DUPLICATE ?**	**YES** ☐	**NO** ☑

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION (including wet ice)			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL. ADDED IN FIELD	pH			
	1	CG	40ML	HCL	NONE	N/A	8260	APP	100ML
	2	CG	40ML	Ice	NONE	N/A	8260	APP	100ML
	1	AG	250ML	NATHIO	NONE	7.02	PAH	APP	400ml
	1	AG	250ML	H2SO4	NONE	<2	FL-PRO	APP	400ml

REMARKS:

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **HDPE** = High Density Polyethylene; **LDPE** = Low Density Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After (Through) Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

DCN: AD-D103
eff 8/31/16, last rev 8/31/16

DEP FORM FD 9000-24: GROUNDWATER SAMPLING LOG

SITE NAME:	Public Works	SITE LOCATION:	1851 Galleon ST.

WELL #:	TMW-1	Sample ID #:	TMW-1	DATE:	December 12, 2023

PURGING DATA

WELL DIAMETER (INCHES)	TUBING DIAMETER (Inches)	WELL SCREEN INTERVAL (FT)			STATIC DEPTH TO WATER (FT)	PURGE PUMP TYPE
2	1/4	2.00	TO	12.00	4.84	PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY

(only fill out if applicable)	=	12.00	-	4.84	=	7.16	X	0.1600	=	1.1456

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME

(only fill out if applicable)	=		+		X		+		=	

INITIAL PUMP OR TUBING DEPTH IN WELL		FINAL PUMP OR TUBING DEPTH IN WELL		Purging initiated at:	Purging ended at:	Total volume purged: (Gallons)
6.00	FEET	6.00	FEET	12:10	12:20	2.5

TIME	VOLUME PURGED (gallons)	CUMMULITIVE GAL. PURGED	PURGE RATE (GPM)	TEMP. DEG. (C)	DO (MG/L)	SPEC.COND. (UMHOS)	pH (standard units)	TURBIDITY (NTU)	DEPTH TO WATER (FT)	COLOR (describe)	ODOR (describe)
12:16	1.50	1.50	0.25	28.9	2.38	14068	6.89	2.91	4.91	Cloudy	No
12:18	0.50	2.00	0.25	29.3	2.40	14062	6.89	2.07	4.91	Cloudy	No
12:20	0.50	2.50	0.25	29.2	2.41	14055	6.88	1.38	4.91	Cloudy	No

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88

TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: B = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP** = Peristaltic Pump; **APP**=After Peristalyic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY AND AFFILIATION:	SAMPLER SIGNATURE:	Sampling initiated at:	Sampling ended at:
Jashua Lara/AEL	*Jashua Lara*	12:20	12:22

FINAL PUMP OR TUBING DEPTH IN WELL :		Tubing Material Code:	Field Filtered:	N	Filter size :	
6.00	FEET	**HDPE**	Filtration Equip. Type :			

FIELD DECONTAMINATION : **PUMP?** **YES** ☑ **NO** ☐ **Pump Tubing?** **YES** ☑ **NO** ☐ **DUPLICATE ?** **YES** ☐ **NO** ☑

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION (including wet ice)			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL. ADDED IN FIELD	pH			
	1	CG	40ML	HCL	NONE	N/A	8260	APP	100ML
	2	CG	40ML	Ice	NONE	N/A	8260	APP	100ML
	1	AG	250ML	NATHIO	NONE	6.88	PAH	APP	400ml
	1	AG	250ML	H2SO4	NONE	,2	FL-PRO	APP	400ml

REMARKS:

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **HDPE** = High Density Polyethylene; **LDPE** = Low Density Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After (Through) Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

DCN: AD-D103
eff 8/31/16, last rev 8/31/16

DEP FORM FD 9000-24: GROUNDWATER SAMPLING LOG

SITE NAME:	Public Works	SITE LOCATION:	1851 Galleon ST.
WELL #:	TMW-2	Sample ID #: TMW-2	DATE: December 12, 2023

PURGING DATA

WELL DIAMETER (INCHES)	TUBING DIAMETER (Inches)	WELL SCREEN INTERVAL (FT)			STATIC DEPTH TO WATER (FT)	PURGE PUMP TYPE
2	1/4	2.00	TO	12.00	4.91	PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY

(only fill out if applicable)	=	12.00	-	4.91	=	7.09	X	0.1600	=	1.1344

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME

(only fill out if applicable)	=		+		X		+		=	

INITIAL PUMP OR TUBING DEPTH IN WELL		FINAL PUMP OR TUBING DEPTH IN WELL		Purging initiated at:	Purging ended at:	Total volume purged: (Gallons)
6.00	FEET	6.00	FEET	12:29	12:39	2.5

TIME	VOLUME PURGED (gallons)	CUMMULITIVE GAL. PURGED	PURGE RATE (GPM)	TEMP. DEG. (C)	DO (MG/L)	SPEC.COND. (UMHOS)	pH (standard units)	TURBIDITY (NTU)	DEPTH TO WATER (FT)	COLOR (describe)	ODOR (describe)
12:35	1.50	1.50	0.25	29.3	1.21	15513	6.73	2.97	5.01	Cloudy	SULFER
12:37	0.50	2.00	0.25	29.1	1.17	15509	6.7	2.46	5.01	Cloudy	SULFER
12:39	0.50	2.50	0.25	29	1.13	15505	6.69	2.29	5.01	Cloudy	SULFER

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88

TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: B = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP** = Peristaltic Pump; **APP=**After Peristalyic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY AND AFFILIATION:	SAMPLER SIGNATURE:	Sampling initiated at:	Sampling ended at:
Jashua Lara/AEL	Jashua Lara	12:39	12:42

FINAL PUMP OR TUBING DEPTH IN WELL :		Tubing Material Code:	Field Filtered:	N	Filter size :	
6.00	FEET	HDPE	Filtration Equip. Type :			

FIELD DECONTAMINATION : **PUMP?** YES ☑ NO ☐ **Pump Tubing?** YES ☑ NO ☐ **DUPLICATE ?** YES ☐ NO ☑

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION (including wet ice)					
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL. ADDED IN FIELD	pH	INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	FLOW RATE (mL per minute)
	1	CG	40ML	HCL	NONE	N/A	8260	APP	100ML
	2	CG	40ML	Ice	NONE	N/A	8260	APP	100ML
	1	AG	250ML	NATHIO	NONE	6.69	PAH	APP	400ml
	1	AG	250ML	H2SO4	NONE	<2	FL-PRO	APP	400ml
	1	PP	250ML	ICE	NONE	6.69	NITRATE	APP	400ml
	1	PP	250ML	H2SO4	NONE	<2	AMMONIA	APP	400ml
	1	PP	100ML	NATHIO	NONE	N/A	COLIFORM	APP	400ml
	1	PP	500ML	NAOH+ZINC	NONE	<2	SULFIDE	APP	400ml

REMARKS:

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **HDPE** = High Density Polyethylene; **LDPE** = Low Density Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After (Through) Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

DCN: AD-D103
eff 8/31/16, last rev 8/31/16

ADVANCED ENVIROMENTAL LABORATORIES INC

FIELD YSI MULTI-METER & HI SCIENTIFIC

(C.C.V)

YSI - METER ID & S/N : M2J TURBIDITY METER ID : M2L

YSI - PROBE ID & S/N : M2J1

POST- CALIBRATION CHECK **DATE & TIME : 12/12/2023 5:11**

PH 7 BUFFER ID # : MW5-42I1 +/- 0.2 PH UNITS 6.80 - 7.20 READING : 6.91

1412 COND. STD. ID # : 6M2304-22 +/- 5% 1341-1483 READING : 1437

DISSOLVED OXYGEN- (DI WATER) 100.10% +/- 0.3 97.00%-103.00% READING : 103

TURBIDITY 20 NTU STD ID # : 8 NTU / 12 NTU READING: 9.94

C.C.V. CHECK DONE BEFORE FIELD USE BY : J.L

POST- CALIBRATION CHECK **DATE & TIME : 12/12/2023 17:10**

PH 7 BUFFER ID # : MW5-42I1 +/- 0.2 PH UNITS 6.80 - 7.20 READING : 7.02

.

1412 COND. STD. ID # : 6M2304-22 +/- 5% 1341-1483 READING : 1441

DISSOLVED OXYGEN- (DI WATER) 100.10% +/- 0.3 97.00%-103.00% READING : 102 %

TURBIDITY 20 NTU STD ID # : 10 NTU / 12 NTU READING: 9.98

C.C.V. CHECK DONE AFTER FIELD USE BY : J.L

DCN:GEN-D051m
Eff 10/25/16

WELL CONSTRUCTION AND DEVELOPMENT LOG

WELL CONSTRUCTION DATA

Well Number:	Site Name:	Facility I.D. Number:	Well Install Date(s):
TMW-2	PWD NBV	13/8944866	12/8/2023

Well Location and Type (check appropriate boxes):
- [x] On-Site
- [ ] Right-of-Way
- [ ] Off-Site Private Property
- [ ] Above Grade (AG)
- [x] Flush-to-Grade

If AG, list feet of riser above land surface:

Well Purpose:
- [ ] Perched Monitoring
- [x] Shallow (Water-Table) Monitoring
- [ ] Intermediate or Deep Monitoring
- [ ] Remediation or Other (describe)

Well Install Method: DPT

Surface Casing Install Method: DPT

Borehole Depth (feet):	Well Depth (feet):	Borehole Diameter (inches):	Manhole Diameter (inches):	Well Pad Size:
12	12	8	8	1 feet by 1 feet

Riser Diameter and Material:	Riser/Screen Connections:	Riser Length:
2-IN SCH 40 PVC	[x] Flush- [ ] Other	2 feet from 0 feet to 2 feet

Screen Diameter and Material:	Screen Slot Size:	Screen Length:
2-IN SCH 40 PVC	0.010"	10 feet from 2 feet to 12 feet

1st Surface Casing Material: also check: [ ] Permanent [x] Temporary	1st Surface Casing I.D. (inches): 1 5/8	1st Surface Casing Length: 12 feet from 0 feet to 12 feet
2nd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary	2nd Surface Casing I.D. (inches):	2nd Surface Casing Length: feet from feet to feet
3rd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary	3rd Surface Casing I.D. (inches):	3rd Surface Casing Length: feet from feet to feet

Filter Pack Material and Size:	Prepacked Filter Around Screen (check one):	Filter Pack Length:
Si Sand 6/20	[ ] Yes [x] No	10.5 feet from 1.5 feet to 12 feet

Filter Pack Seal Material and Size:	Filter Pack Seal Length:
Portland	1.5 feet from 0 feet to 1.5 feet

Surface Seal Material:	Surface Seal Length:
Portland	1.5 feet from 0 feet to 1.5 feet

WELL DEVELOPMENT DATA

Well Development Date:	Well Development Method (check one):
12/08/23	[ ] Surge/Pum [x] Pump [ ] Compressed Air [ ] Other (describe)

Development Pump Type (check): [ ] Centrifuga [x] Peristalti [ ] Submersible [x] Other

Depth to Groundwater (before developing in feet): NA

Pumping Rate (gallons per minute):	Maximum Drawdown of Groundwater During Development (feet):	Well Purged Dry (check one):
1	NA	[ ] Yes [x] No

Pumping Condition (check one):	Total Development Water Removed (gallons):	Development Duration (minutes):	Development Water Drummed (check one):
[x] Continuous [ ] Intermitten	10	10	[ ] Yes [x] No

Water Appearance (color and odor) At Start of Development:	Water Appearance (color and odor) At End of Development:
Cloudy -slight petroleum odor	Clear - slight petroleum odor

WELL CONSTRUCTION OR DEVELOPMENT REMARKS

WELL CONSTRUCTION AND DEVELOPMENT LOG

WELL CONSTRUCTION DATA

Well Number:	Site Name:	Facility I.D. Number:	Well Install Date(s):
TMW-1	PWD NBV	13/8944866	12/8/2023

Well Location and Type (check appropriate boxes):
- [x] On-Site
- [ ] Right-of-Way
- [ ] Off-Site Private Property
- [ ] Above Grade (AG)
- [x] Flush-to-Grade

If AG, list feet of riser above land surface:

Well Purpose:
- [ ] Perched Monitoring
- [x] Shallow (Water-Table) Monitoring
- [ ] Intermediate or Deep Monitoring
- [ ] Remediation or Other (describe)

Well Install Method: DPT

Surface Casing Install Method: DPT

Borehole Depth (feet):	Well Depth (feet):	Borehole Diameter (inches):	Manhole Diameter (inches):	Well Pad Size:
12	12	8	8	1 feet by 1 feet

Riser Diameter and Material:	Riser/Screen Connections:	Riser Length:
2-IN SCH 40 PVC	[x] Flush- [ ] Other	2 feet from 0 feet to 2 feet

Screen Diameter and Material:	Screen Slot Size:	Screen Length:
2-IN SCH 40 PVC	0.010"	10 feet from 2 feet to 12 feet

1st Surface Casing Material: also check: [ ] Permanent [x] Temporary	1st Surface Casing I.D. (inches): 1 5/8	1st Surface Casing Length: 12 feet from 0 feet to 12 feet
2nd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary	2nd Surface Casing I.D. (inches):	2nd Surface Casing Length: feet from feet to feet
3rd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary	3rd Surface Casing I.D. (inches):	3rd Surface Casing Length: feet from feet to feet

Filter Pack Material and Size:	Prepacked Filter Around Screen (check one):	Filter Pack Length:
Si Sand 6/20	[ ] Yes [x] No	10.5 feet from 1.5 feet to 12 feet

Filter Pack Seal Material and Size:	Filter Pack Seal Length:
Portland	1.5 feet from 0 feet to 1.5 feet

Surface Seal Material:	Surface Seal Length:
Portland	1.5 feet from 0 feet to 1.5 feet

WELL DEVELOPMENT DATA

Well Development Date:	Well Development Method (check one):
12/08/23	[ ] Surge/Pum [x] Pump [ ] Compressed Air [ ] Other (describe)

Development Pump Type (check):
- [ ] Centrifuga
- [x] Peristalti
- [ ] Submersible
- [x] Other

Depth to Groundwater (before developing in feet): NA

Pumping Rate (gallons per minute):	Maximum Drawdown of Groundwater During Development (feet):	Well Purged Dry (check one):
1	NA	[ ] Yes [x] No

Pumping Condition (check one):	Total Development Water Removed (gallons):	Development Duration (minutes):	Development Water Drummed (check one):
[x] Continuous [ ] Intermitten	10	10	[ ] Yes [x] No

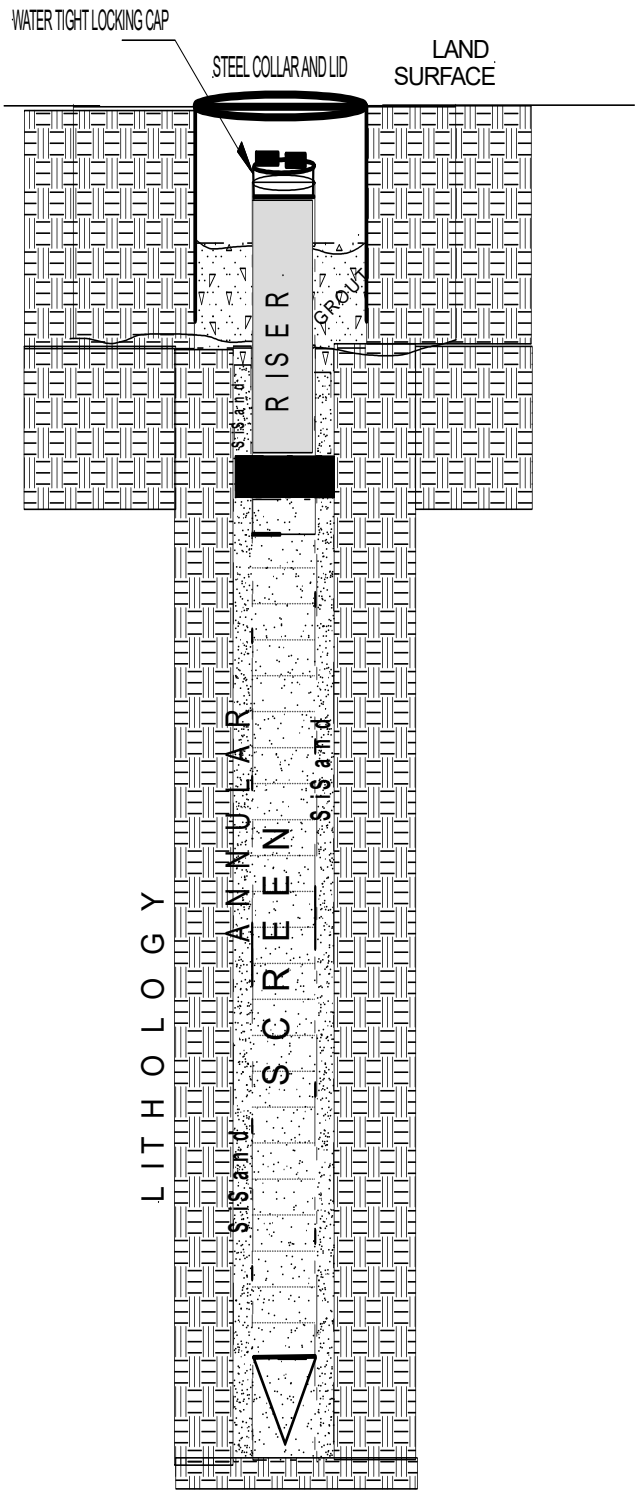
Water Appearance (color and odor) At Start of Development:	Water Appearance (color and odor) At End of Development:
Cloudy - no petroleum odor	Clear - no petroleum odor

WELL CONSTRUCTION OR DEVELOPMENT REMARKS

MONITORING WELL DETAIL SCHEMATIC

Site Name: PWD, NBV | FAC ID: 13/8944866

Address: 1841 Galleon Street



Well No.	TMW-1 and TMW-2
Date Installed:	12/8/2023
Purpose:	Assessment
Install Method:	Direct Push Technology
Surface:	
Type:	Asphalt
Thickness:	1 inch
Grout	
Type:	Portland
Thickness:	8 -in
Riser:	
Type:	Solid Schedule 40 PVC
Length:	2-ft
Dia:	2-inch
Seal	
Type:	Portland
Thickness:	
Annular	
Size:	6/20
Material:	Si sand
Length:	~10.5 ft
Screen	
Type:	Schedule 40 PVC
Slot Size:	0.010"
Length:	10-ft
Dia:	2-in

Lithology

Depth BLS	USCS	Description:

Comments:

SINGERTER LABORATORIES, INC.
Engineering Testing & Inspection Service
1820 N.E. 144 St., No. Miami, FL 33181
Miami (305) 944-3401 FT Myers (813) 334-4230

3-1-90 ko

Order No. 19742.1(124)

CLIENT: City of North Bay Village
PROJECT: North Bay Village - Public Works Yard
LOCATION: 1841 Galleon Street, North Bay Village, Florida

WELL COMPLETION REPORT

FORM 0124 Rev. 4/85

WELL PERMIT NO. 2645

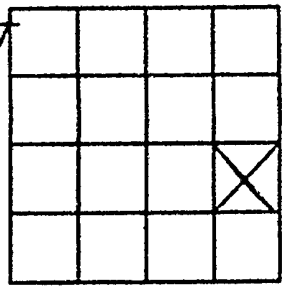
City of North Bay Village | 1841 Galleon St. | North Bay Village | Florida | 33141
Owner | Address | City | State | Zip

Contractor's Signature | 2959 License No | 2/27/90 Completion Date | 3' Casing Depth | 20' Total Depth | 1, 2, 3, 4 Well #

John Cooper | 40613
Driller's Name | Registration No.

TYPE OF WORK. Construct (✓) Repair ( ) Abandon ( )
WELL USE. Domestic Well ( ) Public ( ) Monitor (✓) Test ( )
Irrigation ( ) Fire Well ( ) Other _____
METHOD: Rotary with MUD ( ) or Air ( ), Cable Tool ( ), Jet ( )
Casing Driven ( ), Other AUGER
STATIC WATER LEVEL _____ Ft. below top of casing
PUMPING WATER LEVEL _____ Ft. after _____ Hrs. at _____ GPM
PUMP SIZE _____ H.P CAPACITY _____ GPM
PUMP TYPE _____ INTAKE DEPTH _____ From top of ground

LOCATION
Located Near GALLEON Street
MEASURE DR.
County DADE
N.E. S.E. 9 53 42
¼ ¼ Section Township Range
Latitude-Longitude



Cuttings sent to District? ( ) Yes
(X) No

LOCATE IN SECTION

Note: PWS Wells attach a site map if well location is different from site location on permit application.

Grout Thickness & Depth	Casing & Screen Diameter & Depth		Depth (ft) From	Depth (ft) To	DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Give color, grain size, and type of material. Note cavities, depth to producing zones.
	2"	20'			0-2': Tan Sand, Limestone
	2"	20'			2'-6': Tan silty & Sandy Rock
	2"	20'			6'-20' Gray Silty Sand
	2"	20'			
Number of bags					

Casing: Black Steel ( ) Galv ( ) PVC ( ) Fiberglass ( )
Screen. Type PVC Slot size 0.020 inches
Screened from 3' (ft.) to 20 (ft)
Type of grout with % additives _____
Water: Clear ( ) Colored ( ) Sulphur ( ) Salty ( ) Iron ( )
Conductivity _____ Chlorides _____ mg/l

BORING LOG

Page of

Boring/Well Number:	Permit Number: NA	FDEP Facility Identification Number:
SB-1		8944866

Site Name:	Borehole Start Date: 12/08/23	Borehole Start Time: 9:15 ☑ AM ☐ PM
NBV PWD Galleon	End Date: 12/08/23	End Time: 9:40 ☑ AM ☐ PM

Environmental Contractor:	Geologist's Name:	Environmental Technician's Name:
PEAR INC		R. Thyn

Drilling Company:	Pavement Thickness (inches):	Borehole Diameter (inches):	Borehole Depth (feet):
JC Drilling	~1 asphalt	1 5/8	8

Drilling Method(s):	Apparent Borehole DTW (in feet from soil moisture content):	Measured Well DTW (in feet after water recharges in well):	OVA (list model and check type):
DPT	~5	NA	MiniRae 3000 ☐ PID ☑ FID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	0.0	0.0	0.0	2	~1" asphalt, road rock limestone aggregate and med sand mix	GP	D	
H A	2 - 4	24	-	6.2	2.6	3.6	4	Tan loose limestone aggregate and sand mix. No odor	SP	D	
DPT	4 - 6	24	-	11.9	3.1	8.8	6	Loose tan colored limestone aggregate and sand mix. No odor	SP	M/W	
DPT	6 - 8	21	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. Slight sulfur odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page of

Boring/Well Number: SB-2	Permit Number: NA	FDEP Facility Identification Number: 8944866
Site Name: NBV PWD Galleon	Borehole Start Date: 12/08/23 End Date: 12/08/23	Borehole Start Time: 9:15 ☑ ☐ PM End Time: 9:40 ☑ ☐ PM
Environmental Contractor: PEAR INC	Geologist's Name:	Environmental Technician's Name: R. Thyn

Drilling Company: JC Drilling	Pavement Thickness (inches): ~1 asphalt	Borehole Diameter (inches): 1 5/8	Borehole Depth (feet): 8
Drilling Method(s): DPT	Apparent Borehole DTW (in feet from soil moisture content): ~5	Measured Well DTW (in feet after water recharges in well): NA	OVA (list model and check type): MiniRae 3000 ☐ ☑

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	0.0	0.0	0.0	2	~1" asphalt, road rock limestone aggregate and med sand mix	GP	D	
H A	2 - 4	24	-	7.4	3.3	4.1	4	Tan loose limestone aggregate and sand mix. No odor	SP	D	
DPT	4 - 6	24	-	14.8	3.5	11.3	6	Loose tan colored limestone aggregate and sand mix. No odor	SP	M/W	
DPT	6 - 8	21	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. Slight sulfur odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page of

Boring/Well Number:	Permit Number: NA	FDEP Facility Identification Number:
SB-3		8944866

Site Name:	Borehole Start Date: 12/08/23	Borehole Start Time: 9:45 ☑ AM ☐ PM
NBV PWD Galleon	End Date: 12/08/23	End Time: 10:00 ☑ AM ☐ PM

Environmental Contractor:	Geologist's Name:	Environmental Technician's Name:
PEAR INC		R. Thyn

Drilling Company:	Pavement Thickness (inches):	Borehole Diameter (inches):	Borehole Depth (feet):
JC Drilling	~1 asphalt	1 5/8	8

Drilling Method(s):	Apparent Borehole DTW (in feet from soil moisture content):	Measured Well DTW (in feet after water recharges in well):	OVA (list model and check type):
DPT	~5	NA	MiniRae 3000 ☐ PID ☑ FID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	0.0	0.0	0.0	2	~1" asphalt, road rock limestone aggregate and med sand mix	GP	D	
H A	2 - 4	24	-	11.1	2.5	8.6	4	Tan loose limestone aggregate and sand mix. No odor	SP	D	
DPT	4 - 6	24	-	5.3	3.2	2.1	6	Loose tan colored limestone aggregate and sand mix. No odor	SP	M/W	
DPT	6 - 8	21	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. No odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page of

Boring/Well Number:	Permit Number: NA	FDEP Facility Identification Number:
SB-4		8944866

Site Name:	Borehole Start Date: 12/08/23	Borehole Start Time: 10:15 ☑ AM ☐ PM
NBV PWD Galleon	End Date: 12/08/23	End Time: 10:45 ☑ AM ☐ PM

Environmental Contractor:	Geologist's Name:	Environmental Technician's Name:
PEAR INC		R. Thyn

Drilling Company:	Pavement Thickness (inches):	Borehole Diameter (inches):	Borehole Depth (feet):
JC Drilling	~1 asphalt	1 5/8	8

Drilling Method(s):	Apparent Borehole DTW (in feet from soil moisture content):	Measured Well DTW (in feet after water recharges in well):	OVA (list model and check type):
DPT	~5	NA	MiniRae 3000 ☐ PID ☑ FID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	5.7	2.5	3.2	2	~1" asphalt, road rock limestone aggregate and med sand mix	GP	D	
H A	2 - 4	24	-	10.4	3.1	7.3	4	Tan loose limestone aggregate and sand mix. No odor	SP	D	
DPT	4 - 6	24	-	17.8	4.2	13.6	6	Loose tan colored limestone aggregate and sand mix. No odor	SP	M/W	
DPT	6 - 8	21	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. Slight sulfur odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page of

Boring/Well Number: SB-5	Permit Number: NA		FDEP Facility Identification Number: 8944866
Site Name: NBV PWD Galleon	Borehole Start Date: 12/08/23 End Date: 12/08/23	Borehole Start Time: 11:00 ☑ AM ☐ PM End Time: 11:35 ☑ AM ☐ PM	
Environmental Contractor: PEAR INC	Geologist's Name:		Environmental Technician's Name: R. Thyn
Drilling Company: JC Drilling	Pavement Thickness (inches): ~1 asphalt	Borehole Diameter (inches): 1 5/8	Borehole Depth (feet): 8
Drilling Method(s): DPT	Apparent Borehole DTW (in feet from soil moisture content): ~5	Measured Well DTW (in feet after water recharges in well): NA	OVA (list model and check type): MiniRae 3000 ☐ PID ☑ FID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	11.8	3.7	8.1	2	~1" asphalt, road rock limestone aggregate and med sand mix	GP	D	SB-5(0-2)
H A	2 - 4	24	-	167.0	19.7	147.3	4	Tan loose limestone aggregate and sand mix. Strong petroleum odor	SP	D	SB-5(2-4)
DPT	4 - 6	24	-	43.5	10.4	33.1	6	Loose tan colored limestone aggregate and sand mix. Petroleum odor	SP	M/W	
DPT	6 - 8	20	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. Sulfur odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page of

Boring/Well Number: SB-6	Permit Number: NA	FDEP Facility Identification Number: 8944866
Site Name: NBV PWD Galleon	Borehole Start Date: 12/08/23 End Date: 12/08/23	Borehole Start Time: 11:45 ☑ AM ☐ PM End Time: 12:25 ☐ AM ☑ PM
Environmental Contractor: PEAR INC	Geologist's Name:	Environmental Technician's Name: R. Thyn
Drilling Company: JC Drilling	Pavement Thickness (inches): ~1 asphalt	Borehole Diameter (inches): 1 5/8 — Borehole Depth (feet): 8
Drilling Method(s): DPT	Apparent Borehole DTW (in feet from soil moisture content): ~5	Measured Well DTW (in feet after water recharges in well): NA — OVA (list model and check type): MiniRae 3000 ☐ ☑

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☑ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☑ Other (describe)

Asphalt patch

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
H A	0 - 2	22	-	0.1	0.0	0.1	2	~1" asphalt, road rock limestone aggregate and med sand	GP	D	
H A	2 - 4	22	-	17.7	3.4	14.3	4	Tan crushed limestone aggregate and sand mix	SP	D	SB-6(2-4)
DPT	4 - 6	24	-	4.9	1.2	3.7	6	Loose tan colored limestone aggregate and sand mix. No odor	SP	M/W	
DPT	6 - 8	20	-	-	-	-	8	Loose tan colored limestone aggregate and silty grey sand mix. Sulfur odor	SW	S	

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

LABORATORY REPORT

Advanced Environmental Laboratories, Inc
10200 USA Today Way Miramar, FL 33025
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (954) 889-2288
Fax: (954) 889-2281

FINAL

Workorder: PWD (M2306935)

December 27, 2023

Mr. Rudi Thyn
Properties Environmental Assessments and
Remediation, Inc.
P.O. Box 811674
Boca Raton, FL 33481

RE: Workorder: M2306935 PWD

Dear Mr. Rudi Thyn:

Enclosed are the analytical results for sample(s) received by the laboratory on Tuesday December 12, 2023. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report. The analytical results for the samples contained in this report were submitted for analysis as outlined by the Chain of Custody and results pertain only to these samples.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Mikelle Chong, Client Services Manager
MChong@aellab.com

Certificate of Analysis
This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.

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HORIZON
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NELAP Accredited E82535

Advanced Environmental Laboratories, Inc
10200 USA Today Way Miramar, FL 33025
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (954) 889-2288
Fax: (954) 889-2281

FINAL

Workorder: PWD (M2306935)

Sample Summary

Lab ID	Sample ID	Matrix	Method	Date Collected	Date Received	Analytes Reported	Basis
M2306935001	TMW-1	WA	FL-PRO	12/12/2023 12:22	12/12/2023 16:42	1	NA
M2306935001	TMW-1	WA	SW-846 8260D	12/12/2023 12:22	12/12/2023 16:42	68	NA
M2306935001	TMW-1	WA	SW-846 8270C (SIM)	12/12/2023 12:22	12/12/2023 16:42	18	NA
M2306935002	TMW-2	WA	EPA 300.0	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	EPA 350.1	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	EPA 365.4	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	FL-PRO	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	SM 4500-S D	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	SM 9223 B /QUANTI-TRAY	12/12/2023 12:42	12/12/2023 16:42	1	NA
M2306935002	TMW-2	WA	SW-846 8260D	12/12/2023 12:42	12/12/2023 16:42	68	NA
M2306935002	TMW-2	WA	SW-846 8270C (SIM)	12/12/2023 12:42	12/12/2023 16:42	18	NA
M2306935003	EMW-1	WA	FL-PRO	12/12/2023 13:01	12/12/2023 16:42	1	NA
M2306935003	EMW-1	WA	SW-846 8260D	12/12/2023 13:01	12/12/2023 16:42	68	NA
M2306935003	EMW-1	WA	SW-846 8270C (SIM)	12/12/2023 13:01	12/12/2023 16:42	18	NA

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Workorder: PWD (M2306935)

Workorder Summary

Batch Comments

GCSm/3284 - FL-PRO Analysis,Water

The samples S2303354001 and M2306923001 were diluted prior to instrumental analysis. The extracts were highly colored and viscous which indicated the need to perform a dilution prior to injection into the instrument.

The control criteria for the matrix spike and matrix spike duplicate for sample M2306935001 are not applicable. The analysis of the sample(s) required a dilution, which results in a spike concentrations below the Practical Quantitation Limit (PQL). The LCS recoveries are acceptable indicating the batch is in control.

The matrix spike (MS) and/or matrix spike duplicate (MSD) recoveries of TPH and nonatricontane-C39 for M2306935001 were outside control criteria. Recoveries in the Laboratory Control Sample (LCS) were acceptable, which indicates the analytical batch was in control. The data was flagged accordingly.

The relative percent difference (RPD) for the following analyte in the replicate sample duplicate analyses of M2306935001 was outside control criteria: Nonatricontane-C39. Failing RPD indicates inconsistency in the parent sample matrix. The LCS was within acceptable limits, indicating the analytical batch was in control. The data were qualified accordingly.

MSSm/2708 - 8270C Analysis,Water,SIM Only

The control criteria were exceeded for surrogate Nitrobenzene in 5084311 and 12, M2306935001, and M2306924002. The associated internal analysis recoveries of target compounds were in control, indicating the analysis was in control. The surrogate outliers were flagged accordingly. No further corrective action was required.

The samples 5084311, 12, M2306935001, M2306923001, M2306924002, 5, and S2303354001, 3, 4 were diluted prior to instrumental analysis. The extracts were highly colored and viscous which indicated the need to perform a dilution prior to injection into the instrument.

MSVm/5083 - 8260D Analysis,Water

The results for Toluene and Xylene-o have been estimated in the matrix spike for M2306924003 because the concentration exceeded the instrument calibration range. The results were reported within the instrument calibration range in the parent sample. The results in the Matrix QC are qualified accordingly.

WCAt/25970 - Sulfide,SM4500S-D,Water

T2324895, T2324896, and T2324897 was received by the lab past the recommended holding time. The analysis was performed as soon as possible after receipt by the laboratory. The data is qualified to indicate the holding time violation.

Analysis Results Comments

M2306935001 (TMW-1) - Nitrobenzene-d5

J4|Estimated Result

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Workorder: PWD (M2306935)

Analytical Results Qualifiers

Parameter Qualifiers

U	The compound was analyzed for but not detected.
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

Lab Qualifiers

M	DOH Certification #E82535 (FL NELAC) AEL-Miami
T	DOH Certification #E84589 (FL NELAC) AEL-Tampa

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Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935001 **Date Collected:** 12/12/2023 12:22 **Matrix:** Water
Sample ID: TMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
SEMIVOLATILES (FL-PRO)								
TPH	6000 U	ug/L	6800	6000	10	12/13/2023 08:20	12/14/2023 21:45	M
SEMIVOLATILES (SW-846 3510C/SW-846 8270C (SIM))								
1-Methylnaphthalene	2.0 U	ug/L	2.0	2.0	10	12/13/2023 08:20	12/14/2023 09:03	M
2-Methylnaphthalene	2.0 U	ug/L	2.0	2.0	10	12/13/2023 08:20	12/14/2023 09:03	M
Acenaphthene	1.6 U	ug/L	2.0	1.6	10	12/13/2023 08:20	12/14/2023 09:03	M
Acenaphthylene	1.7 U	ug/L	2.0	1.7	10	12/13/2023 08:20	12/14/2023 09:03	M
Anthracene	1.4 U	ug/L	2.0	1.4	10	12/13/2023 08:20	12/14/2023 09:03	M
Benzo[a]anthracene	0.49 U	ug/L	2.0	0.49	10	12/13/2023 08:20	12/14/2023 09:03	M
Benzo[a]pyrene	1.5 U	ug/L	2.0	1.5	10	12/13/2023 08:20	12/14/2023 09:03	M
Benzo[b]fluoranthene	0.50 U	ug/L	1.0	0.50	10	12/13/2023 08:20	12/14/2023 09:03	M
Benzo[g,h,i]perylene	1.9 U	ug/L	2.0	1.9	10	12/13/2023 08:20	12/14/2023 09:03	M
Benzo[k]fluoranthene	1.9 U	ug/L	2.0	1.9	10	12/13/2023 08:20	12/14/2023 09:03	M
Chrysene	1.3 U	ug/L	2.0	1.3	10	12/13/2023 08:20	12/14/2023 09:03	M
Dibenzo[a,h]anthracene	0.95 U	ug/L	2.0	0.95	10	12/13/2023 08:20	12/14/2023 09:03	M
Fluoranthene	1.5 U	ug/L	2.0	1.5	10	12/13/2023 08:20	12/14/2023 09:03	M
Fluorene	1.5 U	ug/L	2.0	1.5	10	12/13/2023 08:20	12/14/2023 09:03	M
Indeno(1,2,3-cd)pyrene	0.45 U	ug/L	2.0	0.45	10	12/13/2023 08:20	12/14/2023 09:03	M
Naphthalene	1.9 U	ug/L	2.0	1.9	10	12/13/2023 08:20	12/14/2023 09:03	M
Phenanthrene	1.6 U	ug/L	2.0	1.6	10	12/13/2023 08:20	12/14/2023 09:03	M
Pyrene	1.4 U	ug/L	2.0	1.4	10	12/13/2023 08:20	12/14/2023 09:03	M
VOLATILES (SW-846 5030B/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.67 U	ug/L	1.0	0.67	1	12/13/2023 15:00	12/14/2023 01:24	M
1,1,1-Trichloroethane	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:24	M
1,1,2,2-Tetrachloroethane	0.16 U	ug/L	1.0	0.16	1	12/13/2023 15:00	12/14/2023 01:24	M
1,1,2-Trichloroethane	0.61 U	ug/L	1.0	0.61	1	12/13/2023 15:00	12/14/2023 01:24	M
1,1-Dichloroethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:24	M
1,1-Dichloroethylene	0.47 U	ug/L	1.0	0.47	1	12/13/2023 15:00	12/14/2023 01:24	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935001 **Date Collected:** 12/12/2023 12:22 **Matrix:** Water
Sample ID: TMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
1,1-Dichloropropene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2,3-Trichlorobenzene	0.80 U	ug/L	5.0	0.80	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2,3-Trichloropropane	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2,4-Trichlorobenzene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2,4-Trimethylbenzene	0.47 U	ug/L	5.0	0.47	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2-Dibromo-3-Chloropropane	0.026 U	ug/L	0.10	0.026	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2-Dichlorobenzene	0.87 U	ug/L	1.0	0.87	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2-Dichloroethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:24	M
1,2-Dichloropropane	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:24	M
1,3,5-Trimethylbenzene	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:24	M
1,3-Dichlorobenzene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:24	M
1,3-Dichloropropane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:24	M
1,4-Dichlorobenzene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:24	M
2,2-Dichloropropane	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 01:24	M
2-Butanone (MEK)	1.6 U	ug/L	5.0	1.6	1	12/13/2023 15:00	12/14/2023 01:24	M
2-Chloroethyl Vinyl Ether	1.5 U	ug/L	5.0	1.5	1	12/13/2023 15:00	12/14/2023 01:24	M
2-Chlorotoluene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:24	M
2-Hexanone	0.78 U	ug/L	5.0	0.78	1	12/13/2023 15:00	12/14/2023 01:24	M
4-Chlorotoluene	0.35 U	ug/L	1.0	0.35	1	12/13/2023 15:00	12/14/2023 01:24	M
4-Methyl-2-pentanone (MIBK)	1.9 U	ug/L	5.0	1.9	1	12/13/2023 15:00	12/14/2023 01:24	M
Acetone	2.0 U	ug/L	25	2.0	1	12/13/2023 15:00	12/14/2023 01:24	M
Acrolein (Propenal)	3.4 U	ug/L	25	3.4	1	12/13/2023 15:00	12/14/2023 01:24	M
Acrylonitrile	2.6 U	ug/L	5.0	2.6	1	12/13/2023 15:00	12/14/2023 01:24	M
Benzene	**0.81 I**	ug/L	1.0	0.18	1	12/13/2023 15:00	12/14/2023 01:24	M
Bromobenzene	0.54 U	ug/L	1.0	0.54	1	12/13/2023 15:00	12/14/2023 01:24	M
Bromochloromethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:24	M
Bromodichloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:24	M

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Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935001 **Date Collected:** 12/12/2023 12:22 **Matrix:** Water
Sample ID: TMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Bromoform	0.73 U	ug/L	5.0	0.73	1	12/13/2023 15:00	12/14/2023 01:24	M
Bromomethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 01:24	M
Carbon Disulfide	1.1 U	ug/L	5.0	1.1	1	12/13/2023 15:00	12/14/2023 01:24	M
Carbon Tetrachloride	0.43 U	ug/L	1.0	0.43	1	12/13/2023 15:00	12/14/2023 01:24	M
Chlorobenzene	**57**	ug/L	1.0	0.69	1	12/13/2023 15:00	12/14/2023 01:24	M
Chloroethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 01:24	M
Chloroform	0.51 U	ug/L	1.0	0.51	1	12/13/2023 15:00	12/14/2023 01:24	M
Chloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:24	M
Dibromochloromethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:24	M
Dibromomethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:24	M
Dichlorodifluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:24	M
Ethylbenzene	0.38 U	ug/L	1.0	0.38	1	12/13/2023 15:00	12/14/2023 01:24	M
Ethylene Dibromide (EDB)	0.013 U	ug/L	0.10	0.013	1	12/13/2023 15:00	12/14/2023 01:24	M
Hexachlorobutadiene	0.31 U	ug/L	5.0	0.31	1	12/13/2023 15:00	12/14/2023 01:24	M
Iodomethane (Methyl Iodide)	1.2 U	ug/L	5.0	1.2	1	12/13/2023 15:00	12/14/2023 01:24	M
Isopropylbenzene	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:24	M
Methyl tert-butyl Ether (MTBE)	0.24 U	ug/L	1.0	0.24	1	12/13/2023 15:00	12/14/2023 01:24	M
Methylene Chloride	1.0 U	ug/L	5.0	1.0	1	12/13/2023 15:00	12/14/2023 01:24	M
Naphthalene	0.40 U	ug/L	5.0	0.40	1	12/13/2023 15:00	12/14/2023 01:24	M
Styrene	0.45 U	ug/L	1.0	0.45	1	12/13/2023 15:00	12/14/2023 01:24	M
Tetrachloroethylene (PCE)	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:24	M
Toluene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:24	M
Trichloroethene	0.46 U	ug/L	1.0	0.46	1	12/13/2023 15:00	12/14/2023 01:24	M
Trichlorofluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:24	M
Vinyl Acetate	0.85 U	ug/L	5.0	0.85	1	12/13/2023 15:00	12/14/2023 01:24	M
Vinyl Chloride	0.12 U	ug/L	1.0	0.12	1	12/13/2023 15:00	12/14/2023 01:24	M
Xylene (Total)	1.1 U	ug/L	2.0	1.1	1	12/13/2023 15:00	12/14/2023 01:24	M

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Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935001 **Date Collected:** 12/12/2023 12:22 **Matrix:** Water
Sample ID: TMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
cis-1,2-Dichloroethylene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:24	M
cis-1,3-Dichloropropene	0.19 U	ug/L	1.0	0.19	1	12/13/2023 15:00	12/14/2023 01:24	M
n-Butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:24	M
n-propylbenzene	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:24	M
sec-butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:24	M
tert-butylbenzene	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 01:24	M
trans-1,2-Dichloroethylene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:24	M
trans-1,3-Dichloropropylene	0.15 U	ug/L	1.0	0.15	1	12/13/2023 15:00	12/14/2023 01:24	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	ug/L	40	29	72	36 - 125	M
Nitrobenzene-d5 (S)	ug/L	40	56	**141**	34 - 139	M
p-Terphenyl-d14 (S)	ug/L	40	34	84	41 - 138	M
Nonatricontane-C39 (S)	ug/L	600	280	46	40 - 129	M
o-Terphenyl (S)	ug/L	200	160	81	66 - 139	M
1,2-Dichloroethane-d4 (S)	ug/L	50	55	109	70 - 128	M
Toluene-d8 (S)	ug/L	50	45	90	77 - 119	M
Bromofluorobenzene (S)	ug/L	50	54	108	86 - 123	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935002 **Date Collected:** 12/12/2023 12:42 **Matrix:** Water
Sample ID: TMW-2 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Microbiology (SM 9223 B /QUANTI-TRAY)								
Coliform Total	**470**	MPN/100 mL	2.0	2.0	2	12/12/2023 18:00	12/12/2023 18:00	M
SEMIVOLATILES (FL-PRO)								
TPH	600 U	ug/L	680	600	1	12/13/2023 08:20	12/14/2023 22:15	M
SEMIVOLATILES (SW-846 3510C/SW-846 8270C (SIM))								
1-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	1	12/13/2023 08:20	12/15/2023 20:31	M
2-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	1	12/13/2023 08:20	12/15/2023 20:31	M
Acenaphthene	0.16 U	ug/L	0.20	0.16	1	12/13/2023 08:20	12/15/2023 20:31	M
Acenaphthylene	0.17 U	ug/L	0.20	0.17	1	12/13/2023 08:20	12/15/2023 20:31	M
Anthracene	0.14 U	ug/L	0.20	0.14	1	12/13/2023 08:20	12/15/2023 20:31	M
Benzo[a]anthracene	**0.44**	ug/L	0.20	0.049	1	12/13/2023 08:20	12/15/2023 20:31	M
Benzo[a]pyrene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 20:31	M
Benzo[b]fluoranthene	0.050 U	ug/L	0.10	0.050	1	12/13/2023 08:20	12/15/2023 20:31	M
Benzo[g,h,i]perylene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 20:31	M
Benzo[k]fluoranthene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 20:31	M
Chrysene	0.13 U	ug/L	0.20	0.13	1	12/13/2023 08:20	12/15/2023 20:31	M
Dibenzo[a,h]anthracene	0.095 U	ug/L	0.20	0.095	1	12/13/2023 08:20	12/15/2023 20:31	M
Fluoranthene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 20:31	M
Fluorene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 20:31	M
Indeno(1,2,3-cd)pyrene	0.045 U	ug/L	0.20	0.045	1	12/13/2023 08:20	12/15/2023 20:31	M
Naphthalene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 20:31	M
Phenanthrene	0.16 U	ug/L	0.20	0.16	1	12/13/2023 08:20	12/15/2023 20:31	M
Pyrene	0.14 U	ug/L	0.20	0.14	1	12/13/2023 08:20	12/15/2023 20:31	M
VOLATILES (SW-846 5030B/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.67 U	ug/L	1.0	0.67	1	12/13/2023 15:00	12/14/2023 01:48	M
1,1,1-Trichloroethane	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:48	M
1,1,2,2-Tetrachloroethane	0.16 U	ug/L	1.0	0.16	1	12/13/2023 15:00	12/14/2023 01:48	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935002 **Date Collected:** 12/12/2023 12:42 **Matrix:** Water
Sample ID: TMW-2 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
1,1,2-Trichloroethane	0.61 U	ug/L	1.0	0.61	1	12/13/2023 15:00	12/14/2023 01:48	M
1,1-Dichloroethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:48	M
1,1-Dichloroethylene	0.47 U	ug/L	1.0	0.47	1	12/13/2023 15:00	12/14/2023 01:48	M
1,1-Dichloropropene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2,3-Trichlorobenzene	0.80 U	ug/L	5.0	0.80	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2,3-Trichloropropane	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2,4-Trichlorobenzene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2,4-Trimethylbenzene	0.47 U	ug/L	5.0	0.47	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2-Dibromo-3-Chloropropane	0.026 U	ug/L	0.10	0.026	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2-Dichlorobenzene	0.87 U	ug/L	1.0	0.87	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2-Dichloroethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:48	M
1,2-Dichloropropane	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:48	M
1,3,5-Trimethylbenzene	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:48	M
1,3-Dichlorobenzene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:48	M
1,3-Dichloropropane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:48	M
1,4-Dichlorobenzene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:48	M
2,2-Dichloropropane	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 01:48	M
2-Butanone (MEK)	1.6 U	ug/L	5.0	1.6	1	12/13/2023 15:00	12/14/2023 01:48	M
2-Chloroethyl Vinyl Ether	1.5 U	ug/L	5.0	1.5	1	12/13/2023 15:00	12/14/2023 01:48	M
2-Chlorotoluene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 01:48	M
2-Hexanone	0.78 U	ug/L	5.0	0.78	1	12/13/2023 15:00	12/14/2023 01:48	M
4-Chlorotoluene	0.35 U	ug/L	1.0	0.35	1	12/13/2023 15:00	12/14/2023 01:48	M
4-Methyl-2-pentanone (MIBK)	1.9 U	ug/L	5.0	1.9	1	12/13/2023 15:00	12/14/2023 01:48	M
Acetone	2.0 U	ug/L	25	2.0	1	12/13/2023 15:00	12/14/2023 01:48	M
Acrolein (Propenal)	3.4 U	ug/L	25	3.4	1	12/13/2023 15:00	12/14/2023 01:48	M
Acrylonitrile	2.6 U	ug/L	5.0	2.6	1	12/13/2023 15:00	12/14/2023 01:48	M
Benzene	0.18 U	ug/L	1.0	0.18	1	12/13/2023 15:00	12/14/2023 01:48	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935002 **Date Collected:** 12/12/2023 12:42 **Matrix:** Water
Sample ID: TMW-2 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Bromobenzene	0.54 U	ug/L	1.0	0.54	1	12/13/2023 15:00	12/14/2023 01:48	M
Bromochloromethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:48	M
Bromodichloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:48	M
Bromoform	0.73 U	ug/L	5.0	0.73	1	12/13/2023 15:00	12/14/2023 01:48	M
Bromomethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 01:48	M
Carbon Disulfide	1.1 U	ug/L	5.0	1.1	1	12/13/2023 15:00	12/14/2023 01:48	M
Carbon Tetrachloride	0.43 U	ug/L	1.0	0.43	1	12/13/2023 15:00	12/14/2023 01:48	M
Chlorobenzene	**3.0**	ug/L	1.0	0.69	1	12/13/2023 15:00	12/14/2023 01:48	M
Chloroethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 01:48	M
Chloroform	0.51 U	ug/L	1.0	0.51	1	12/13/2023 15:00	12/14/2023 01:48	M
Chloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 01:48	M
Dibromochloromethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:48	M
Dibromomethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:48	M
Dichlorodifluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:48	M
Ethylbenzene	0.38 U	ug/L	1.0	0.38	1	12/13/2023 15:00	12/14/2023 01:48	M
Ethylene Dibromide (EDB)	0.013 U	ug/L	0.10	0.013	1	12/13/2023 15:00	12/14/2023 01:48	M
Hexachlorobutadiene	0.31 U	ug/L	5.0	0.31	1	12/13/2023 15:00	12/14/2023 01:48	M
Iodomethane (Methyl Iodide)	1.2 U	ug/L	5.0	1.2	1	12/13/2023 15:00	12/14/2023 01:48	M
Isopropylbenzene	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 01:48	M
Methyl tert-butyl Ether (MTBE)	0.24 U	ug/L	1.0	0.24	1	12/13/2023 15:00	12/14/2023 01:48	M
Methylene Chloride	1.0 U	ug/L	5.0	1.0	1	12/13/2023 15:00	12/14/2023 01:48	M
Naphthalene	0.40 U	ug/L	5.0	0.40	1	12/13/2023 15:00	12/14/2023 01:48	M
Styrene	0.45 U	ug/L	1.0	0.45	1	12/13/2023 15:00	12/14/2023 01:48	M
Tetrachloroethylene (PCE)	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:48	M
Toluene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 01:48	M
Trichloroethene	0.46 U	ug/L	1.0	0.46	1	12/13/2023 15:00	12/14/2023 01:48	M
Trichlorofluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:48	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935002 **Date Collected:** 12/12/2023 12:42 **Matrix:** Water
Sample ID: TMW-2 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Vinyl Acetate	0.85 U	ug/L	5.0	0.85	1	12/13/2023 15:00	12/14/2023 01:48	M
Vinyl Chloride	0.12 U	ug/L	1.0	0.12	1	12/13/2023 15:00	12/14/2023 01:48	M
Xylene (Total)	1.1 U	ug/L	2.0	1.1	1	12/13/2023 15:00	12/14/2023 01:48	M
cis-1,2-Dichloroethylene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 01:48	M
cis-1,3-Dichloropropene	0.19 U	ug/L	1.0	0.19	1	12/13/2023 15:00	12/14/2023 01:48	M
n-Butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:48	M
n-propylbenzene	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 01:48	M
sec-butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 01:48	M
tert-butylbenzene	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 01:48	M
trans-1,2-Dichloroethylene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 01:48	M
trans-1,3-Dichloropropylene	0.15 U	ug/L	1.0	0.15	1	12/13/2023 15:00	12/14/2023 01:48	M
WET CHEMISTRY (Copper Sulfate Digestion/EPA 365.4)								
Total Phosphorus (as P)	0.048 U	mg/L	0.10	0.048	1	12/20/2023 11:00	12/21/2023 09:43	M
WET CHEMISTRY (EPA 300.0)								
Nitrate (as N)	0.50 U	mg/L	5.0	0.50	10	12/13/2023 05:17	12/13/2023 05:17	M
WET CHEMISTRY (EPA 350.1)								
Ammonia (N)	**0.75**	mg/L	0.10	0.050	1	12/15/2023 14:14	12/15/2023 14:14	M
WET CHEMISTRY (SM 4500-S D)								
Sulfide	**170**	ug/L	50	13	1	12/14/2023 17:00	12/14/2023 17:00	T

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	ug/L	40	33	82	36 - 125	M
Nitrobenzene-d5 (S)	ug/L	40	32	81	34 - 139	M
p-Terphenyl-d14 (S)	ug/L	40	34	86	41 - 138	M
Nonatricontane-C39 (S)	ug/L	600	550	92	40 - 129	M
o-Terphenyl (S)	ug/L	200	190	94	66 - 139	M
1,2-Dichloroethane-d4 (S)	ug/L	50	54	107	70 - 128	M
Toluene-d8 (S)	ug/L	50	47	95	77 - 119	M
Bromofluorobenzene (S)	ug/L	50	56	111	86 - 123	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935003 **Date Collected:** 12/12/2023 13:01 **Matrix:** Water
Sample ID: EMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
SEMIVOLATILES (FL-PRO)								
TPH	600 U	ug/L	680	600	1	12/13/2023 08:20	12/19/2023 08:46	M
SEMIVOLATILES (SW-846 3510C/SW-846 8270C (SIM))								
1-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	1	12/13/2023 08:20	12/15/2023 21:00	M
2-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	1	12/13/2023 08:20	12/15/2023 21:00	M
Acenaphthene	0.16 U	ug/L	0.20	0.16	1	12/13/2023 08:20	12/15/2023 21:00	M
Acenaphthylene	0.17 U	ug/L	0.20	0.17	1	12/13/2023 08:20	12/15/2023 21:00	M
Anthracene	0.14 U	ug/L	0.20	0.14	1	12/13/2023 08:20	12/15/2023 21:00	M
Benzo[a]anthracene	0.049 U	ug/L	0.20	0.049	1	12/13/2023 08:20	12/15/2023 21:00	M
Benzo[a]pyrene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 21:00	M
Benzo[b]fluoranthene	0.050 U	ug/L	0.10	0.050	1	12/13/2023 08:20	12/15/2023 21:00	M
Benzo[g,h,i]perylene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 21:00	M
Benzo[k]fluoranthene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 21:00	M
Chrysene	0.13 U	ug/L	0.20	0.13	1	12/13/2023 08:20	12/15/2023 21:00	M
Dibenzo[a,h]anthracene	0.095 U	ug/L	0.20	0.095	1	12/13/2023 08:20	12/15/2023 21:00	M
Fluoranthene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 21:00	M
Fluorene	0.15 U	ug/L	0.20	0.15	1	12/13/2023 08:20	12/15/2023 21:00	M
Indeno(1,2,3-cd)pyrene	0.045 U	ug/L	0.20	0.045	1	12/13/2023 08:20	12/15/2023 21:00	M
Naphthalene	0.19 U	ug/L	0.20	0.19	1	12/13/2023 08:20	12/15/2023 21:00	M
Phenanthrene	0.16 U	ug/L	0.20	0.16	1	12/13/2023 08:20	12/15/2023 21:00	M
Pyrene	0.14 U	ug/L	0.20	0.14	1	12/13/2023 08:20	12/15/2023 21:00	M
VOLATILES (SW-846 5030B/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.67 U	ug/L	1.0	0.67	1	12/13/2023 15:00	12/14/2023 02:11	M
1,1,1-Trichloroethane	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 02:11	M
1,1,2,2-Tetrachloroethane	0.16 U	ug/L	1.0	0.16	1	12/13/2023 15:00	12/14/2023 02:11	M
1,1,2-Trichloroethane	0.61 U	ug/L	1.0	0.61	1	12/13/2023 15:00	12/14/2023 02:11	M
1,1-Dichloroethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 02:11	M
1,1-Dichloroethylene	0.47 U	ug/L	1.0	0.47	1	12/13/2023 15:00	12/14/2023 02:11	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935003 **Date Collected:** 12/12/2023 13:01 **Matrix:** Water
Sample ID: EMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
1,1-Dichloropropene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2,3-Trichlorobenzene	0.80 U	ug/L	5.0	0.80	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2,3-Trichloropropane	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2,4-Trichlorobenzene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2,4-Trimethylbenzene	0.47 U	ug/L	5.0	0.47	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2-Dibromo-3-Chloropropane	0.026 U	ug/L	0.10	0.026	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2-Dichlorobenzene	0.87 U	ug/L	1.0	0.87	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2-Dichloroethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 02:11	M
1,2-Dichloropropane	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 02:11	M
1,3,5-Trimethylbenzene	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 02:11	M
1,3-Dichlorobenzene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 02:11	M
1,3-Dichloropropane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 02:11	M
1,4-Dichlorobenzene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 02:11	M
2,2-Dichloropropane	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 02:11	M
2-Butanone (MEK)	1.6 U	ug/L	5.0	1.6	1	12/13/2023 15:00	12/14/2023 02:11	M
2-Chloroethyl Vinyl Ether	1.5 U	ug/L	5.0	1.5	1	12/13/2023 15:00	12/14/2023 02:11	M
2-Chlorotoluene	0.57 U	ug/L	1.0	0.57	1	12/13/2023 15:00	12/14/2023 02:11	M
2-Hexanone	0.78 U	ug/L	5.0	0.78	1	12/13/2023 15:00	12/14/2023 02:11	M
4-Chlorotoluene	0.35 U	ug/L	1.0	0.35	1	12/13/2023 15:00	12/14/2023 02:11	M
4-Methyl-2-pentanone (MIBK)	1.9 U	ug/L	5.0	1.9	1	12/13/2023 15:00	12/14/2023 02:11	M
Acetone	2.0 U	ug/L	25	2.0	1	12/13/2023 15:00	12/14/2023 02:11	M
Acrolein (Propenal)	3.4 U	ug/L	25	3.4	1	12/13/2023 15:00	12/14/2023 02:11	M
Acrylonitrile	2.6 U	ug/L	5.0	2.6	1	12/13/2023 15:00	12/14/2023 02:11	M
Benzene	0.18 U	ug/L	1.0	0.18	1	12/13/2023 15:00	12/14/2023 02:11	M
Bromobenzene	0.54 U	ug/L	1.0	0.54	1	12/13/2023 15:00	12/14/2023 02:11	M
Bromochloromethane	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 02:11	M
Bromodichloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 02:11	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935003 **Date Collected:** 12/12/2023 13:01 **Matrix:** Water
Sample ID: EMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Bromoform	0.73 U	ug/L	5.0	0.73	1	12/13/2023 15:00	12/14/2023 02:11	M
Bromomethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 02:11	M
Carbon Disulfide	1.1 U	ug/L	5.0	1.1	1	12/13/2023 15:00	12/14/2023 02:11	M
Carbon Tetrachloride	0.43 U	ug/L	1.0	0.43	1	12/13/2023 15:00	12/14/2023 02:11	M
Chlorobenzene	**1.5**	ug/L	1.0	0.69	1	12/13/2023 15:00	12/14/2023 02:11	M
Chloroethane	0.64 U	ug/L	1.0	0.64	1	12/13/2023 15:00	12/14/2023 02:11	M
Chloroform	0.51 U	ug/L	1.0	0.51	1	12/13/2023 15:00	12/14/2023 02:11	M
Chloromethane	0.42 U	ug/L	1.0	0.42	1	12/13/2023 15:00	12/14/2023 02:11	M
Dibromochloromethane	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 02:11	M
Dibromomethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 02:11	M
Dichlorodifluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 02:11	M
Ethylbenzene	0.38 U	ug/L	1.0	0.38	1	12/13/2023 15:00	12/14/2023 02:11	M
Ethylene Dibromide (EDB)	0.013 U	ug/L	0.10	0.013	1	12/13/2023 15:00	12/14/2023 02:11	M
Hexachlorobutadiene	0.31 U	ug/L	5.0	0.31	1	12/13/2023 15:00	12/14/2023 02:11	M
Iodomethane (Methyl Iodide)	1.2 U	ug/L	5.0	1.2	1	12/13/2023 15:00	12/14/2023 02:11	M
Isopropylbenzene	0.37 U	ug/L	1.0	0.37	1	12/13/2023 15:00	12/14/2023 02:11	M
Methyl tert-butyl Ether (MTBE)	0.24 U	ug/L	1.0	0.24	1	12/13/2023 15:00	12/14/2023 02:11	M
Methylene Chloride	1.0 U	ug/L	5.0	1.0	1	12/13/2023 15:00	12/14/2023 02:11	M
Naphthalene	0.40 U	ug/L	5.0	0.40	1	12/13/2023 15:00	12/14/2023 02:11	M
Styrene	0.45 U	ug/L	1.0	0.45	1	12/13/2023 15:00	12/14/2023 02:11	M
Tetrachloroethylene (PCE)	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 02:11	M
Toluene	0.49 U	ug/L	1.0	0.49	1	12/13/2023 15:00	12/14/2023 02:11	M
Trichloroethene	0.46 U	ug/L	1.0	0.46	1	12/13/2023 15:00	12/14/2023 02:11	M
Trichlorofluoromethane	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 02:11	M
Vinyl Acetate	0.85 U	ug/L	5.0	0.85	1	12/13/2023 15:00	12/14/2023 02:11	M
Vinyl Chloride	0.12 U	ug/L	1.0	0.12	1	12/13/2023 15:00	12/14/2023 02:11	M
Xylene (Total)	1.1 U	ug/L	2.0	1.1	1	12/13/2023 15:00	12/14/2023 02:11	M

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FINAL

Workorder: PWD (M2306935)

Analytical Results

Lab ID: M2306935003 **Date Collected:** 12/12/2023 13:01 **Matrix:** Water
Sample ID: EMW-1 **Date Received:** 12/12/2023 16:42

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
cis-1,2-Dichloroethylene	0.48 U	ug/L	1.0	0.48	1	12/13/2023 15:00	12/14/2023 02:11	M
cis-1,3-Dichloropropene	0.19 U	ug/L	1.0	0.19	1	12/13/2023 15:00	12/14/2023 02:11	M
n-Butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 02:11	M
n-propylbenzene	0.40 U	ug/L	1.0	0.40	1	12/13/2023 15:00	12/14/2023 02:11	M
sec-butylbenzene	0.55 U	ug/L	1.0	0.55	1	12/13/2023 15:00	12/14/2023 02:11	M
tert-butylbenzene	0.39 U	ug/L	1.0	0.39	1	12/13/2023 15:00	12/14/2023 02:11	M
trans-1,2-Dichloroethylene	0.59 U	ug/L	1.0	0.59	1	12/13/2023 15:00	12/14/2023 02:11	M
trans-1,3-Dichloropropylene	0.15 U	ug/L	1.0	0.15	1	12/13/2023 15:00	12/14/2023 02:11	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	ug/L	40	28	71	36 - 125	M
Nitrobenzene-d5 (S)	ug/L	40	27	68	34 - 139	M
p-Terphenyl-d14 (S)	ug/L	40	33	82	41 - 138	M
Nonatricontane-C39 (S)	ug/L	600	550	91	40 - 129	M
o-Terphenyl (S)	ug/L	200	150	74	66 - 139	M
1,2-Dichloroethane-d4 (S)	ug/L	50	57	114	70 - 128	M
Toluene-d8 (S)	ug/L	50	47	94	77 - 119	M
Bromofluorobenzene (S)	ug/L	50	55	110	86 - 123	M

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: GCSm/3284 **Analysis Method:** FL-PRO
Preparation Method: FL-PRO
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Method Blank(5084437)

Parameter	Results	Units	PQL	MDL	Lab
TPH	600 U	ug/L	680	600	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Nonatricontane-C39 (S)	mg/L	0.60	0.52	87	40 - 129	M
o-Terphenyl (S)	mg/L	0.20	0.19	97	66 - 139	M

Lab Control Sample (5084438)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
TPH	ug/L	3400	3300	98	53 - 121	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Nonatricontane-C39 (S)	mg/L	0.60	0.48	79	40 - 129	M
o-Terphenyl (S)	mg/L	0.20	0.19	96	66 - 139	M

Matrix Spike (5084439); Matrix Spike Duplicate (5084440); Original (M2306935001); Parent Lab Sample (M2306935001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
TPH	ug/L	3400	7200	**213**	53 - 121	7700	**227**	7	20	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Nonatricontane-C39 (S)	mg/L	0.60	0.17	**28**	40 - 129	0.21	35	**23**	20	M
o-Terphenyl (S)	mg/L	0.20	0.15	77	66 - 139	0.18	90	15	20	M

QC Result Comments

Matrix Spike - 5084439 - TPH

J4|Estimated Result

Matrix Spike Duplicate - 5084440 - TPH

J4|Estimated Result

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: MICm/3856
Preparation Method: SM 9223 B /QUANTI-TRAY
Associated Lab IDs: M2306935002
Analysis Method: SM 9223 B /QUANTI-TRAY

Method Blank(5085579)

Parameter	Results	Units	PQL	MDL	Lab
Coliform Total	1.0 U	MPN/100 mL	1.0	1.0	M

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: MSSm/2708
Preparation Method: SW-846 3510C
Associated Lab IDs: M2306935001, M2306935002, M2306935003
Analysis Method: SW-846 8270C (SIM)

Method Blank(5084309)

Parameter	Results	Units	PQL	MDL	Lab
Naphthalene	0.19 U	ug/L	0.20	0.19	M
2-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	M
1-Methylnaphthalene	0.20 U	ug/L	0.20	0.20	M
Acenaphthylene	0.17 U	ug/L	0.20	0.17	M
Acenaphthene	0.16 U	ug/L	0.20	0.16	M
Fluorene	0.15 U	ug/L	0.20	0.15	M
Phenanthrene	0.16 U	ug/L	0.20	0.16	M
Anthracene	0.14 U	ug/L	0.20	0.14	M
Fluoranthene	0.15 U	ug/L	0.20	0.15	M
Pyrene	0.14 U	ug/L	0.20	0.14	M
Benzo[a]anthracene	0.049 U	ug/L	0.20	0.049	M
Chrysene	0.13 U	ug/L	0.20	0.13	M
Benzo[b]fluoranthene	0.050 U	ug/L	0.10	0.050	M
Benzo[k]fluoranthene	0.19 U	ug/L	0.20	0.19	M
Benzo[a]pyrene	0.15 U	ug/L	0.20	0.15	M
Indeno(1,2,3-cd)pyrene	0.045 U	ug/L	0.20	0.045	M
Dibenzo[a,h]anthracene	0.095 U	ug/L	0.20	0.095	M
Benzo[g,h,i]perylene	0.19 U	ug/L	0.20	0.19	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/L	0.04	0.0340	85	36 - 125	M
Nitrobenzene-d5 (S)	mg/L	0.04	0.0480	121	34 - 139	M
p-Terphenyl-d14 (S)	mg/L	0.04	0.0420	104	41 - 138	M

Lab Control Sample (5084310)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Naphthalene	ug/L	20	19	94	43 - 120	M
2-Methylnaphthalene	ug/L	20	16	82	39 - 123	M
1-Methylnaphthalene	ug/L	20	17	84	41 - 123	M
Acenaphthylene	ug/L	20	16	82	35 - 121	M
Acenaphthene	ug/L	20	16	79	46 - 120	M
Fluorene	ug/L	20	16	80	48 - 124	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSSm/2708
Preparation Method: SW-846 3510C
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Analysis Method: SW-846 8270C (SIM)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Phenanthrene	ug/L	20	17	85	49 - 125	M
Anthracene	ug/L	20	18	92	49 - 127	M
Fluoranthene	ug/L	20	18	92	48 - 130	M
Pyrene	ug/L	20	20	100	48 - 131	M
Benzo[a]anthracene	ug/L	20	19	94	49 - 130	M
Chrysene	ug/L	20	19	94	49 - 130	M
Benzo[b]fluoranthene	ug/L	20	18	88	43 - 134	M
Benzo[k]fluoranthene	ug/L	20	17	85	44 - 134	M
Benzo[a]pyrene	ug/L	20	17	87	43 - 130	M
Indeno(1,2,3-cd)pyrene	ug/L	20	15	74	38 - 137	M
Dibenzo[a,h]anthracene	ug/L	20	17	83	34 - 141	M
Benzo[g,h,i]perylene	ug/L	20	17	83	34 - 138	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/L	0.04	0.0350	87	36 - 125	M
Nitrobenzene-d5 (S)	mg/L	0.04	0.0490	123	34 - 139	M
p-Terphenyl-d14 (S)	mg/L	0.04	0.0430	107	41 - 138	M

Matrix Spike (5084311); Matrix Spike Duplicate (5084312); Original (M2306935001); Parent Lab Sample (M2306935001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Naphthalene	ug/L	20	16	79	43 - 120	16	79	0	30	M
2-Methylnaphthalene	ug/L	20	14	69	39 - 123	14	69	1	30	M
1-Methylnaphthalene	ug/L	20	14	71	41 - 123	14	70	1	30	M
Acenaphthylene	ug/L	20	14	71	35 - 121	14	70	2	30	M
Acenaphthene	ug/L	20	14	69	46 - 120	13	67	2	30	M
Fluorene	ug/L	20	14	70	48 - 124	14	68	3	30	M
Phenanthrene	ug/L	20	15	75	49 - 125	14	72	4	30	M
Anthracene	ug/L	20	16	80	49 - 127	15	77	3	30	M
Fluoranthene	ug/L	20	16	82	48 - 130	15	77	7	30	M
Pyrene	ug/L	20	18	88	48 - 131	17	85	4	30	M
Benzo[a]anthracene	ug/L	20	17	85	49 - 130	16	79	8	30	M
Chrysene	ug/L	20	17	85	49 - 130	16	78	8	30	M
Benzo[b]fluoranthene	ug/L	20	15	75	43 - 134	13	66	13	30	M
Benzo[k]fluoranthene	ug/L	20	15	74	44 - 134	14	69	6	30	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSSm/2708
Preparation Method: SW-846 3510C
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Analysis Method: SW-846 8270C (SIM)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Benzo[a]pyrene	ug/L	20	15	73	43 - 130	13	65	11	30	M
Indeno(1,2,3-cd)pyrene	ug/L	20	12	59	38 - 137	10	51	15	30	M
Dibenzo[a,h]anthracene	ug/L	20	13	67	34 - 141	12	59	13	30	M
Benzo[g,h,i]perylene	ug/L	20	14	70	34 - 138	12	61	14	30	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
2-Fluorobiphenyl (S)	mg/L	0.04	0.03	74	36 - 125	0.0290	73	1	30	M
Nitrobenzene-d5 (S)	mg/L	0.04	0.0570	**142**	34 - 139	0.0570	142	0	30	M
p-Terphenyl-d14 (S)	mg/L	0.04	0.0380	95	41 - 138	0.0350	86	9	30	M

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: MSVm/5083
Preparation Method: SW-846 5030B
Associated Lab IDs: M2306935001, M2306935002, M2306935003
Analysis Method: SW-846 8260D

Method Blank(5086015)

Parameter	Results	Units	PQL	MDL	Lab
Dichlorodifluoromethane	0.40 U	ug/L	1.0	0.40	M
Chloromethane	0.42 U	ug/L	1.0	0.42	M
Vinyl Chloride	0.12 U	ug/L	1.0	0.12	M
Bromomethane	0.64 U	ug/L	1.0	0.64	M
Chloroethane	0.64 U	ug/L	1.0	0.64	M
Trichlorofluoromethane	0.40 U	ug/L	1.0	0.40	M
Acrolein (Propenal)	3.4 U	ug/L	25	3.4	M
Acetone	2.0 U	ug/L	25	2.0	M
1,1-Dichloroethylene	0.47 U	ug/L	1.0	0.47	M
Iodomethane (Methyl Iodide)	1.2 U	ug/L	5.0	1.2	M
Acrylonitrile	2.6 U	ug/L	5.0	2.6	M
Methylene Chloride	1.0 U	ug/L	5.0	1.0	M
Carbon Disulfide	1.1 U	ug/L	5.0	1.1	M
trans-1,2-Dichloroethylene	0.59 U	ug/L	1.0	0.59	M
Methyl tert-butyl Ether (MTBE)	0.24 U	ug/L	1.0	0.24	M
1,1-Dichloroethane	0.37 U	ug/L	1.0	0.37	M
Vinyl Acetate	0.85 U	ug/L	5.0	0.85	M
2-Butanone (MEK)	1.6 U	ug/L	5.0	1.6	M
cis-1,2-Dichloroethylene	0.48 U	ug/L	1.0	0.48	M
Bromochloromethane	0.49 U	ug/L	1.0	0.49	M
Chloroform	0.51 U	ug/L	1.0	0.51	M
2,2-Dichloropropane	0.39 U	ug/L	1.0	0.39	M
1,2-Dichloroethane	0.49 U	ug/L	1.0	0.49	M
1,1,1-Trichloroethane	0.55 U	ug/L	1.0	0.55	M
1,1-Dichloropropene	0.49 U	ug/L	1.0	0.49	M
Carbon Tetrachloride	0.43 U	ug/L	1.0	0.43	M
Benzene	0.18 U	ug/L	1.0	0.18	M
Dibromomethane	0.40 U	ug/L	1.0	0.40	M
1,2-Dichloropropane	0.57 U	ug/L	1.0	0.57	M
Trichloroethene	0.46 U	ug/L	1.0	0.46	M
Bromodichloromethane	0.42 U	ug/L	1.0	0.42	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSVm/5083
Preparation Method: SW-846 5030B
Associated Lab IDs: M2306935001, M2306935002, M2306935003
Analysis Method: SW-846 8260D

Parameter	Results	Units	PQL	MDL	Lab
2-Chloroethyl Vinyl Ether	1.5 U	ug/L	5.0	1.5	M
cis-1,3-Dichloropropene	0.19 U	ug/L	1.0	0.19	M
4-Methyl-2-pentanone (MIBK)	1.9 U	ug/L	5.0	1.9	M
trans-1,3-Dichloropropylene	0.15 U	ug/L	1.0	0.15	M
1,1,2-Trichloroethane	0.61 U	ug/L	1.0	0.61	M
Toluene	0.49 U	ug/L	1.0	0.49	M
1,3-Dichloropropane	0.49 U	ug/L	1.0	0.49	M
2-Hexanone	0.78 U	ug/L	5.0	0.78	M
Dibromochloromethane	0.37 U	ug/L	1.0	0.37	M
Ethylene Dibromide (EDB)	0.013 U	ug/L	0.10	0.013	M
Tetrachloroethylene (PCE)	0.48 U	ug/L	1.0	0.48	M
1,1,1,2-Tetrachloroethane	0.67 U	ug/L	1.0	0.67	M
Chlorobenzene	0.69 U	ug/L	1.0	0.69	M
Ethylbenzene	0.38 U	ug/L	1.0	0.38	M
Bromoform	0.73 U	ug/L	5.0	0.73	M
Styrene	0.45 U	ug/L	1.0	0.45	M
1,1,2,2-Tetrachloroethane	0.16 U	ug/L	1.0	0.16	M
1,2,3-Trichloropropane	0.59 U	ug/L	1.0	0.59	M
Isopropylbenzene	0.37 U	ug/L	1.0	0.37	M
Bromobenzene	0.54 U	ug/L	1.0	0.54	M
n-propylbenzene	0.40 U	ug/L	1.0	0.40	M
2-Chlorotoluene	0.57 U	ug/L	1.0	0.57	M
4-Chlorotoluene	0.35 U	ug/L	1.0	0.35	M
1,3,5-Trimethylbenzene	0.42 U	ug/L	1.0	0.42	M
tert-butylbenzene	0.39 U	ug/L	1.0	0.39	M
1,2,4-Trimethylbenzene	0.47 U	ug/L	5.0	0.47	M
sec-butylbenzene	0.55 U	ug/L	1.0	0.55	M
1,3-Dichlorobenzene	0.59 U	ug/L	1.0	0.59	M
1,4-Dichlorobenzene	0.48 U	ug/L	1.0	0.48	M
1,2-Dichlorobenzene	0.87 U	ug/L	1.0	0.87	M
n-Butylbenzene	0.55 U	ug/L	1.0	0.55	M
1,2-Dibromo-3-Chloropropane	0.026 U	ug/L	0.10	0.026	M
1,2,4-Trichlorobenzene	0.57 U	ug/L	1.0	0.57	M
Naphthalene	0.40 U	ug/L	5.0	0.40	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSVm/5083
Preparation Method: SW-846 5030B
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Analysis Method: SW-846 8260D

Parameter	Results	Units	PQL	MDL	Lab
Hexachlorobutadiene	0.31 U	ug/L	5.0	0.31	M
1,2,3-Trichlorobenzene	0.80 U	ug/L	5.0	0.80	M
Xylene (Total)	1.1 U	ug/L	2.0	1.1	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	54	109	70 - 128	M
Bromofluorobenzene (S)	ug/L	50	54	108	86 - 123	M
Toluene-d8 (S)	ug/L	50	47	93	77 - 119	M

Lab Control Sample (5086017); Lab Control Sample Duplicate (5086018); Parent Lab Sample (M2306935001, M2306935002, M2306935003)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Dichlorodifluoromethane	ug/L	20	19	97	32 - 152	21	105	8	20	M
Chloromethane	ug/L	20	22	111	50 - 139	23	116	4	20	M
Vinyl Chloride	ug/L	20	21	107	58 - 137	23	117	9	20	M
Bromomethane	ug/L	20	21	104	10 - 150	23	114	10	20	M
Chloroethane	ug/L	20	22	110	60 - 138	23	113	2	20	M
Trichlorofluoromethane	ug/L	20	24	120	65 - 141	20	101	17	20	M
Acrolein (Propenal)	ug/L	100	93	93	39 - 155	110	113	20	20	M
Acetone	ug/L	20	24	118	39 - 160	23	113	5	20	M
1,1-Dichloroethylene	ug/L	20	19	96	71 - 131	22	108	12	20	M
Iodomethane (Methyl Iodid	ug/L	20	22	110	10 - 150	21	106	3	20	M
Acrylonitrile	ug/L	20	19	97	63 - 135	23	113	15	20	M
Methylene Chloride	ug/L	20	23	114	74 - 124	24	119	4	20	M
Carbon Disulfide	ug/L	20	20	101	64 - 133	23	114	12	20	M
trans-1,2-Dichloroethylene	ug/L	20	20	99	75 - 124	22	111	12	20	M
Methyl tert-butyl Ether (MT	ug/L	20	23	114	71 - 124	24	119	4	20	M
1,1-Dichloroethane	ug/L	20	20	98	77 - 125	22	110	11	20	M
Vinyl Acetate	ug/L	20	23	117	10 - 150	24	119	2	20	M
2-Butanone (MEK)	ug/L	20	22	111	56 - 143	24	119	7	20	M
cis-1,2-Dichloroethylene	ug/L	20	19	95	78 - 123	22	111	15	20	M
Bromochloromethane	ug/L	20	22	108	78 - 123	22	112	4	20	M
Chloroform	ug/L	20	20	99	79 - 124	23	114	14	20	M
2,2-Dichloropropane	ug/L	20	22	111	10 - 150	24	120	8	20	M
1,2-Dichloroethane	ug/L	20	20	102	73 - 128	23	116	13	20	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSVm/5083
Preparation Method: SW-846 5030B
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
1,1,1-Trichloroethane	ug/L	20	20	102	74 - 131	22	110	8	20	M
1,1-Dichloropropene	ug/L	20	23	113	79 - 125	22	111	1	20	M
Carbon Tetrachloride	ug/L	20	22	108	72 - 136	23	114	6	20	M
Benzene	ug/L	20	20	102	79 - 120	22	112	10	20	M
Dibromomethane	ug/L	20	19	93	79 - 123	22	108	15	20	M
1,2-Dichloropropane	ug/L	20	19	95	78 - 122	21	107	12	20	M
Trichloroethene	ug/L	20	19	95	79 - 123	21	107	12	20	M
Bromodichloromethane	ug/L	20	19	96	79 - 125	22	108	11	20	M
2-Chloroethyl Vinyl Ether	ug/L	20	21	103	10 - 150	24	119	14	20	M
cis-1,3-Dichloropropene	ug/L	20	21	104	75 - 124	23	114	9	20	M
4-Methyl-2-pentanone (MIB	ug/L	20	21	106	67 - 130	22	111	5	20	M
trans-1,3-Dichloropropylene	ug/L	20	21	106	73 - 127	24	120	12	20	M
1,1,2-Trichloroethane	ug/L	20	18	91	80 - 119	20	102	12	20	M
Toluene	ug/L	20	20	98	80 - 121	20	102	3	20	M
1,3-Dichloropropane	ug/L	20	22	111	80 - 119	23	117	5	20	M
2-Hexanone	ug/L	20	23	113	57 - 139	24	119	5	20	M
Dibromochloromethane	ug/L	20	20	100	74 - 126	22	109	8	20	M
Ethylene Dibromide (EDB)	ug/L	20	22	108	77 - 121	24	118	9	20	M
Tetrachloroethylene (PCE)	ug/L	20	19	96	74 - 129	20	100	4	20	M
1,1,1,2-Tetrachloroethane	ug/L	20	20	101	78 - 124	21	104	3	20	M
Chlorobenzene	ug/L	20	22	108	82 - 118	22	110	2	20	M
Ethylbenzene	ug/L	20	20	99	79 - 121	20	101	2	20	M
Bromoform	ug/L	20	17	87	66 - 130	18	92	5	20	M
Styrene	ug/L	20	21	107	78 - 123	22	108	0	20	M
1,1,2,2-Tetrachloroethane	ug/L	20	19	93	71 - 121	21	103	10	20	M
1,2,3-Trichloropropane	ug/L	20	23	114	73 - 122	23	116	2	20	M
Isopropylbenzene	ug/L	20	21	107	72 - 131	22	109	2	20	M
Bromobenzene	ug/L	20	23	114	80 - 120	23	117	3	20	M
n-propylbenzene	ug/L	20	20	101	76 - 126	22	108	7	20	M
2-Chlorotoluene	ug/L	20	20	100	79 - 122	21	103	4	20	M
4-Chlorotoluene	ug/L	20	21	105	78 - 122	23	114	8	20	M
1,3,5-Trimethylbenzene	ug/L	20	22	109	75 - 124	22	112	3	20	M
tert-butylbenzene	ug/L	20	21	105	78 - 124	21	107	2	20	M

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FINAL

Workorder: PWD (M2306935)

QC Batch: MSVm/5083
Preparation Method: SW-846 5030B
Associated Lab IDs: M2306935001, M2306935002, M2306935003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
1,2,4-Trimethylbenzene	ug/L	20	22	108	76 - 124	23	115	6	20	M
sec-butylbenzene	ug/L	20	21	105	77 - 126	22	108	3	20	M
1,3-Dichlorobenzene	ug/L	20	21	104	80 - 119	22	111	6	20	M
1,4-Dichlorobenzene	ug/L	20	21	104	79 - 118	23	113	9	20	M
1,2-Dichlorobenzene	ug/L	20	20	100	80 - 119	20	102	2	20	M
n-Butylbenzene	ug/L	20	21	103	75 - 128	22	109	6	20	M
1,2-Dibromo-3-Chloropropa	ug/L	20	23	113	62 - 128	21	106	6	20	M
1,2,4-Trichlorobenzene	ug/L	20	20	99	69 - 130	21	106	7	20	M
Naphthalene	ug/L	20	23	114	61 - 128	23	114	1	20	M
Hexachlorobutadiene	ug/L	20	20	98	66 - 134	21	105	7	20	M
1,2,3-Trichlorobenzene	ug/L	20	19	95	69 - 129	21	107	12	20	M
Xylene (Total)	ug/L	60	61	102	79 - 121	63	105	3	20	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	54	107	70 - 128	55	109	2		M
Bromofluorobenzene (S)	ug/L	50	49	98	86 - 123	46	92	6		M
Toluene-d8 (S)	ug/L	50	47	94	77 - 119	44	88	6		M

Matrix Spike (5086019); Original (M2306924003); Parent Lab Sample (M2306924003)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Methyl tert-butyl Ether (MTBE)	ug/L	20	18	88	71 - 124	M
Benzene	ug/L	20	16	80	79 - 120	M
Toluene	ug/L	20	15	**74**	80 - 121	M
Ethylbenzene	ug/L	20	17	87	79 - 121	M
Naphthalene	ug/L	20	21	106	61 - 128	M
Xylene (Total)	ug/L	60	47	79	79 - 121	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	50	101	70 - 128	M
Bromofluorobenzene (S)	ug/L	50	56	112	86 - 123	M
Toluene-d8 (S)	ug/L	50	54	107	77 - 119	M

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FINAL

Workorder: PWD (M2306935)

QC Result Comments

Matrix Spike - 5086019 - Toluene

J4|Estimated Result

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: WCAm/14453
Preparation Method: EPA 300.0
Associated Lab IDs: M2306935002
Analysis Method: EPA 300.0

Method Blank(5083862)

Parameter	Results	Units	PQL	MDL	Lab
Nitrate (as N)	0.050 U	mg/L	0.50	0.050	M

Lab Control Sample (5083863)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Nitrate (as N)	mg/L	2.50	2.3	93	90 - 110	M

Matrix Spike (5083864); Matrix Spike Duplicate (5083865); Original (M2306898001); Parent Lab Sample (M2306898001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Nitrate (as N)	mg/L	5	11	**87**	90 - 110	11	**89**	1	10	M

QC Result Comments

Matrix Spike - 5083864 - Nitrate (as N)

J4|Estimated Result

Matrix Spike Duplicate - 5083865 - Nitrate (as N)

J4|Estimated Result

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: WCAm/14493
Preparation Method: EPA 350.1
Associated Lab IDs: M2306935002
Analysis Method: EPA 350.1

Method Blank(5089540)

Parameter	Results	Units	PQL	MDL	Lab
Ammonia (N)	0.050 U	mg/L	0.10	0.050	M

Lab Control Sample (5089541)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Ammonia (N)	mg/L	0.50	.5	99	90 - 110	M

Matrix Spike (5089542); Matrix Spike Duplicate (5089543); Original (M2306952001); Parent Lab Sample (M2306952001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Ammonia (N)	mg/L	0.50	.64	97	90 - 110	.69	106	7	10	M

Matrix Spike (5089544); Matrix Spike Duplicate (5089545); Original (M2306940004); Parent Lab Sample (M2306940004)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Ammonia (N)	mg/L	0.50	.98	98	90 - 110	.98	97	1	10	M

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Workorder: PWD (M2306935)

QC Results

QC Batch: WCAm/14596
Preparation Method: Copper Sulfate Digestion
Associated Lab IDs: M2306935002
Analysis Method: EPA 351.2

Method Blank(5093194)

Parameter	Results	Units	PQL	MDL	Lab
Total Kjeldahl Nitrogen	0.080 U	mg/L	0.10	0.080	M

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Workorder: PWD (M2306935)

QC Results

QC Batch: WCAm/14597
Preparation Method: Copper Sulfate Digestion
Associated Lab IDs: M2306935002
Analysis Method: EPA 365.4

Method Blank(5093195)

Parameter	Results	Units	PQL	MDL	Lab
Total Phosphorus (as P)	0.048 U	mg/L	0.10	0.048	M

Lab Control Sample (5093197)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Total Phosphorus (as P)	mg/L	1	1.1	106	90 - 110	M

Matrix Spike (5093199); Matrix Spike Duplicate (5093201); Original (A2313464001); Parent Lab Sample (A2313464001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Total Phosphorus (as P)	mg/L	1	2.8	110	80 - 120	2.8	112	1	20	M

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FINAL

Workorder: PWD (M2306935)

QC Results

QC Batch: WCAt/25970
Preparation Method: SM 4500-S D
Associated Lab IDs: M2306935002
Analysis Method: SM 4500-S D

Method Blank(5088910)

Parameter	Results	Units	PQL	MDL	Lab
Sulfide	13 U	ug/L	50	13	T

Lab Control Sample (5088911)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Sulfide	ug/L	400	390	97	90 - 110	T

Matrix Spike (5088913); Matrix Spike Duplicate (5088914); Original (T2324895004); Parent Lab Sample (T2324895004)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Sulfide	ug/L	400	390	97	90 - 110	390	97	0	10	T

Matrix Spike (5088917); Matrix Spike Duplicate (5088918); Original (M2306937001); Parent Lab Sample (M2306937001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Sulfide	ug/L	400	380	95	90 - 110	380	95	0	10	T

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FINAL

Workorder: PWD (M2306935)

QC Cross Reference

Lab ID	Sample ID	Prep Batch	Prep Method
GCSm/3284 - FL-PRO			
M2306935001	TMW-1	EXTm/4956	FL-PRO
M2306935002	TMW-2	EXTm/4956	FL-PRO
M2306935003	EMW-1	EXTm/4956	FL-PRO
MICm/3856 - SM 9223 B /QUANTI-TRAY			
M2306935002	TMW-2		
MSSm/2708 - SW-846 8270C (SIM)			
M2306935001	TMW-1	EXTm/4955	SW-846 3510C
M2306935002	TMW-2	EXTm/4955	SW-846 3510C
M2306935003	EMW-1	EXTm/4955	SW-846 3510C
MSVm/5083 - SW-846 8260D			
M2306935001	TMW-1	MSVm/5082	SW-846 5030B
M2306935002	TMW-2	MSVm/5082	SW-846 5030B
M2306935003	EMW-1	MSVm/5082	SW-846 5030B
WCAm/14453 - EPA 300.0			
M2306935002	TMW-2		
WCAm/14493 - EPA 350.1			
M2306935002	TMW-2		
WCAm/14597 - EPA 365.4			
M2306935002	TMW-2	WCAm/14538	Copper Sulfate Digestion
WCAt/25970 - SM 4500-S D			
M2306935002	TMW-2		

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Jacksonville: 6681 Southpoint Pkwy., FL 32216 • 904.363.9350 • Lab ID: E82574
Tallahassee: 2639 North Monroe St., Suite D, FL 32303 • 850.219.6274 • Lab ID: E811095
Gainesville: 4965 SW 41st Blvd., FL 32608 • 352.377.2349 • Lab ID: E82001
E82535
E84589

M2306935

Client Name:	PEAR	Project Name:	Public Works Department (PWD)
Address:	P.O. Box 811674	Project Number:	
	Boca Raton, FL 33481	PO Number:	
Phone:	786-229-2530	FDEP Facility No:	
FAX:	561-717-6915	FDEP Facility Addr:	1851 Galleon Street
Contact:	Rudi Thyn		North Bay Village, FL
Sampled By:	JASHUA LARA	Special Instructions:	
Turn Around Time:	Standard x Rush		3hrs - Field Time
AEL Profile #:		ADaPT EQuIS Other	

SAMPLE ID	SAMPLE DESCRIPTION	Grab Comp	SAMPLING DATE	SAMPLING TIME	MATRIX	NO. COUNT	BOTTLE SIZE & TYPE										
							ANALYSIS REQUIRED	VOCs Full List 8260	PAHs 8270SIM	FLOPRO	Ammonia	Coliform	Nitrates	Sulfides	Total Phosphate		
							Preservation										
							Field-Filtered?										
	TMW-1	Grab	12/12/23	12:22	GW	5		X	X	X							W1
	TMW-2	Grab	12/12/23	12:42	GW	9		X	X	X	X	X	X	X	X		W2
	EMW-1	Grab	12/12/23	13:01	GW	5		X	X	X							W3

Matrix Code: WW=wastewater, SW=surface water, GW=ground water, DW=drinking water, MW=marine water, O=oil, A=air, SO=soil, SL=sludge

Preservation Code: I=ice, H=HCl, S=H2SO4, N=HNO3, T=Sodium Thiosulfate, AA=Ascorbic/HCl, AB=Ascorbic/NaOH

Received on Ice ☑ Yes ☐ No ☐ Temp taken from sample ☐ Temp from blank ☐ Where required, pH checked

Temp. when received (observed) 4.7 °C Temp. when received (corrected)

DCN: AD-D051web Form last revised 07/26/2022

Device used for measuring Temp by unique identifier (circle IR temp gun used) J: 9A G: LT-1 LT-2 T: 10A A: 3A (M: 3A) S: 1V

	Relinquished by:	Date	Time	Received by:	Date	Time
1		12/12/23	16:42		12/12/23	16:42
2						
3						

FOR DRINKING WATER USE:

(When PWS Information not otherwise supplied) PWS ID:

Contact Person:

Supplier of Water:

Advanced Environmental Laboratories, Inc
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Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (954) 889-2288
Fax: (954) 889-2281

FINAL - REVISION

Workorder: NBV (M2306853)

January 02, 2024

Mr. Rudi Thyn
Properties Environmental Assessments and
Remediation, Inc.
P.O. Box 811674
Boca Raton, FL 33481

RE: Workorder: M2306853 NBV

Dear Mr. Rudi Thyn:

Enclosed are the analytical results for sample(s) received by the laboratory on Friday December 8, 2023. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report. The analytical results for the samples contained in this report were submitted for analysis as outlined by the Chain of Custody and results pertain only to these samples.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Mikelle Chong, Client Services Manager
MChong@aellab.com

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FINAL - REVISION

Workorder: NBV (M2306853)

Sample Summary

Lab ID	Sample ID	Matrix	Method	Date Collected	Date Received	Analytes Reported	Basis
M2306853001	SB-5 (0-2)	SO	FL-PRO	12/08/2023 11:30	12/08/2023 14:53	1	Dry
M2306853001	SB-5 (0-2)	SO	SM 2540G	12/08/2023 11:30	12/08/2023 14:53	1	Dry
M2306853001	SB-5 (0-2)	SO	SW-846 8260D	12/08/2023 11:30	12/08/2023 14:53	68	Dry
M2306853001	SB-5 (0-2)	SO	SW-846 8270C (SIM)	12/08/2023 11:30	12/08/2023 14:53	18	Dry
M2306853002	SB-5 (2-4)	SO	FL-PRO	12/08/2023 11:30	12/08/2023 14:53	1	Dry
M2306853002	SB-5 (2-4)	SO	SM 2540G	12/08/2023 11:30	12/08/2023 14:53	1	Dry
M2306853002	SB-5 (2-4)	SO	SW-846 6010	12/08/2023 11:30	12/08/2023 14:53	4	Dry
M2306853002	SB-5 (2-4)	SO	SW-846 8260D	12/08/2023 11:30	12/08/2023 14:53	68	Dry
M2306853002	SB-5 (2-4)	SO	SW-846 8270C (SIM)	12/08/2023 11:30	12/08/2023 14:53	18	Dry
M2306853003	SB-6 (2-4)	SO	FL-PRO	12/08/2023 12:20	12/08/2023 14:53	1	Dry
M2306853003	SB-6 (2-4)	SO	SM 2540G	12/08/2023 12:20	12/08/2023 14:53	1	Dry
M2306853003	SB-6 (2-4)	SO	SW-846 8260D	12/08/2023 12:20	12/08/2023 14:53	68	Dry
M2306853003	SB-6 (2-4)	SO	SW-846 8270C (SIM)	12/08/2023 12:20	12/08/2023 14:53	18	Dry

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FINAL - REVISION

Workorder: NBV (M2306853)

Workorder Summary

Batch Comments

GCSm/3281 - FL-PRO Analysis,Soil

The samples A2313624003, M2306880001, 2, and 4 were diluted prior to instrumental analysis. The extracts were highly colored and viscous which indicated the need to perform a dilution prior to injection into the instrument.

The control criteria for the matrix spike and matrix spike duplicate for sample M2306853001 are not applicable. The analysis of the sample(s) required a dilution, which results in a spike concentrations below the Practical Quantitation Limit (PQL). The LCS recoveries are acceptable indicating the batch is in control.

The matrix spike (MS) and/or matrix spike duplicate (MSD) recoveries of TPH and o-Terphenyl for M2306853001 were outside control criteria. Recoveries in the Laboratory Control Sample (LCS) were acceptable, which indicates the analytical batch was in control. The data was flagged accordingly.

M2306853002 was analyzed at dilution due to high TPH levels. The lowest possible dilution was performed to allow the analyte value to be within the calibration curve's highest level and to prevent possible carry over in the following sample analyses.

MSSm/2705 - 8270C Analysis,Soil,SIM Only

The samples 5081739, 5081740, M2306853001, AA2313624003, M2306880001, 2, and 4 were diluted prior to instrumental analysis. The extracts were highly colored and viscous which indicated the need to perform a dilution prior to injection into the instrument.

The matrix spike recovery of Acenaphthene, Fluorene, Phenanthrene, Anthracene, Benzo[a]anthracene, Benzo[b]fluoranthene, and Indeno(1,2,3-cd) pyrene for 5081739 was outside control criteria. Recoveries in the Laboratory Control Sample (LCS), Matrix Spike Duplicate (MSD) and %RPD were acceptable, which indicates the analytical batch was in control. The matrix spike outlier suggests a potential low bias in this matrix. No further corrective action was required.

Analysis Results Comments

M2306853001 (SB-5 (0-2)) - o-Terphenyl

J4|Estimated Result

The control criteria for surrogate(s) o-Terphenyl in M2306853001 are not applicable. The chromatogram indicated the presence of high background components that masked the surrogate, which prevented adequate resolution for quantitation. The affected surrogates are qualified to indicate matrix interference.

M2306853002 (SB-5 (2-4)) - Nonatricontane-C39

SD|Surrogate diluted out.

M2306853002 (SB-5 (2-4)) - o-Terphenyl

SD|Surrogate diluted out.

M2306853003 (SB-6 (2-4)) - o-Terphenyl

J4|Estimated Result

The control criteria for surrogate(s) o-Terphenyl in M2306853003 are not applicable. The chromatogram indicated the presence of high background components that masked the surrogate, which prevented adequate resolution for quantitation. The affected surrogates are qualified to indicate matrix interference.

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Workorder: NBV (M2306853)

Analytical Results Qualifiers

Parameter Qualifiers

U	The compound was analyzed for but not detected.
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
V	Method Blank Contamination
J4	Estimated Result

Lab Qualifiers

M	DOH Certification #E82535 (FL NELAC) AEL-Miami

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Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853001 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (0-2) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
SEMIVOLATILES (FL-PRO)								
TPH	110 U	mg/Kg	190	110	10	12/12/2023 08:50	12/13/2023 10:27	M
SEMIVOLATILES (SW-846 3550B/SW-846 8270C (SIM))								
1-Methylnaphthalene	0.032 U	mg/Kg	0.089	0.032	10	12/12/2023 08:50	12/14/2023 02:40	M
2-Methylnaphthalene	0.032 U	mg/Kg	0.089	0.032	10	12/12/2023 08:50	12/14/2023 02:40	M
Acenaphthene	0.028 U	mg/Kg	0.089	0.028	10	12/12/2023 08:50	12/14/2023 02:40	M
Acenaphthylene	0.026 U	mg/Kg	0.089	0.026	10	12/12/2023 08:50	12/14/2023 02:40	M
Anthracene	0.023 U	mg/Kg	0.089	0.023	10	12/12/2023 08:50	12/14/2023 02:40	M
Benzo[a]anthracene	0.025 U	mg/Kg	0.089	0.025	10	12/12/2023 08:50	12/14/2023 02:40	M
Benzo[a]pyrene	0.024 U	mg/Kg	0.089	0.024	10	12/12/2023 08:50	12/14/2023 02:40	M
Benzo[b]fluoranthene	**0.026 I**	mg/Kg	0.044	0.025	10	12/12/2023 08:50	12/14/2023 02:40	M
Benzo[g,h,i]perylene	0.062 U	mg/Kg	0.089	0.062	10	12/12/2023 08:50	12/14/2023 02:40	M
Benzo[k]fluoranthene	0.022 U	mg/Kg	0.089	0.022	10	12/12/2023 08:50	12/14/2023 02:40	M
Chrysene	0.025 U	mg/Kg	0.089	0.025	10	12/12/2023 08:50	12/14/2023 02:40	M
Dibenzo[a,h]anthracene	0.071 U	mg/Kg	0.089	0.071	10	12/12/2023 08:50	12/14/2023 02:40	M
Fluoranthene	0.022 U	mg/Kg	0.089	0.022	10	12/12/2023 08:50	12/14/2023 02:40	M
Fluorene	0.028 U	mg/Kg	0.089	0.028	10	12/12/2023 08:50	12/14/2023 02:40	M
Indeno(1,2,3-cd)pyrene	0.041 U	mg/Kg	0.089	0.041	10	12/12/2023 08:50	12/14/2023 02:40	M
Naphthalene	0.058 U	mg/Kg	0.089	0.058	10	12/12/2023 08:50	12/14/2023 02:40	M
Phenanthrene	0.023 U	mg/Kg	0.089	0.023	10	12/12/2023 08:50	12/14/2023 02:40	M
Pyrene	0.021 U	mg/Kg	0.089	0.021	10	12/12/2023 08:50	12/14/2023 02:40	M
(SM 2540G)								
Percent Moisture	**10**	%	0.0010	0.0010	1	12/12/2023 16:15	12/12/2023 16:15	M
VOLATILES (SW-846 5035/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.00052 U	mg/Kg	0.0039	0.00052	1	12/13/2023 10:03	12/13/2023 19:43	M
1,1,1-Trichloroethane	0.00069 U	mg/Kg	0.0039	0.00069	1	12/13/2023 10:03	12/13/2023 19:43	M
1,1,2,2-Tetrachloroethane	0.0011 U	mg/Kg	0.0039	0.0011	1	12/13/2023 10:03	12/13/2023 19:43	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853001 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (0-2) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
1,1,2-Trichloroethane	0.00042 U	mg/Kg	0.0039	0.00042	1	12/13/2023 10:03	12/13/2023 19:43	M
1,1-Dichloroethane	0.00053 U	mg/Kg	0.0039	0.00053	1	12/13/2023 10:03	12/13/2023 19:43	M
1,1-Dichloroethylene	0.00068 U	mg/Kg	0.0039	0.00068	1	12/13/2023 10:03	12/13/2023 19:43	M
1,1-Dichloropropene	0.00056 U	mg/Kg	0.0039	0.00056	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2,3-Trichlorobenzene	0.0010 U	mg/Kg	0.0039	0.0010	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2,3-Trichloropropane	0.0010 U	mg/Kg	0.0039	0.0010	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2,4-Trichlorobenzene	0.0010 U	mg/Kg	0.0039	0.0010	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2,4-Trimethylbenzene	0.0010 U	mg/Kg	0.0039	0.0010	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2-Dibromo-3-Chloropropane	0.00078 U	mg/Kg	0.0039	0.00078	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2-Dichlorobenzene	0.0014 U	mg/Kg	0.0039	0.0014	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2-Dichloroethane	0.00047 U	mg/Kg	0.0039	0.00047	1	12/13/2023 10:03	12/13/2023 19:43	M
1,2-Dichloropropane	0.00074 U	mg/Kg	0.0039	0.00074	1	12/13/2023 10:03	12/13/2023 19:43	M
1,3,5-Trimethylbenzene	0.0011 U	mg/Kg	0.0039	0.0011	1	12/13/2023 10:03	12/13/2023 19:43	M
1,3-Dichlorobenzene	0.0013 U	mg/Kg	0.0039	0.0013	1	12/13/2023 10:03	12/13/2023 19:43	M
1,3-Dichloropropane	0.00064 U	mg/Kg	0.0039	0.00064	1	12/13/2023 10:03	12/13/2023 19:43	M
1,4-Dichlorobenzene	0.0014 U	mg/Kg	0.0039	0.0014	1	12/13/2023 10:03	12/13/2023 19:43	M
2,2-Dichloropropane	0.00043 U	mg/Kg	0.0039	0.00043	1	12/13/2023 10:03	12/13/2023 19:43	M
2-Butanone (MEK)	0.00096 U	mg/Kg	0.0039	0.00096	1	12/13/2023 10:03	12/13/2023 19:43	M
2-Chloroethyl Vinyl Ether	0.0019 U	mg/Kg	0.0039	0.0019	1	12/13/2023 10:03	12/13/2023 19:43	M
2-Chlorotoluene	0.00098 U	mg/Kg	0.0039	0.00098	1	12/13/2023 10:03	12/13/2023 19:43	M
2-Hexanone	0.00074 U	mg/Kg	0.0039	0.00074	1	12/13/2023 10:03	12/13/2023 19:43	M
4-Chlorotoluene	0.0015 U	mg/Kg	0.0039	0.0015	1	12/13/2023 10:03	12/13/2023 19:43	M
4-Methyl-2-pentanone (MIBK)	0.0011 U	mg/Kg	0.0039	0.0011	1	12/13/2023 10:03	12/13/2023 19:43	M
Acetone	0.0013 U	mg/Kg	0.0039	0.0013	1	12/13/2023 10:03	12/13/2023 19:43	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853001 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (0-2) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Acrolein (Propenal)	0.010 U	mg/Kg	0.020	0.010	1	12/13/2023 10:03	12/13/2023 19:43	M
Acrylonitrile	0.0017 U	mg/Kg	0.0039	0.0017	1	12/13/2023 10:03	12/13/2023 19:43	M
Benzene	0.00039 U	mg/Kg	0.0039	0.00039	1	12/13/2023 10:03	12/13/2023 19:43	M
Bromobenzene	0.0014 U	mg/Kg	0.0039	0.0014	1	12/13/2023 10:03	12/13/2023 19:43	M
Bromochloromethane	0.00082 U	mg/Kg	0.0039	0.00082	1	12/13/2023 10:03	12/13/2023 19:43	M
Bromodichloromethane	0.00098 U	mg/Kg	0.0039	0.00098	1	12/13/2023 10:03	12/13/2023 19:43	M
Bromoform	0.0011 U	mg/Kg	0.0039	0.0011	1	12/13/2023 10:03	12/13/2023 19:43	M
Bromomethane	0.0027 U	mg/Kg	0.0039	0.0027	1	12/13/2023 10:03	12/13/2023 19:43	M
Carbon Disulfide	0.00070 U	mg/Kg	0.0039	0.00070	1	12/13/2023 10:03	12/13/2023 19:43	M
Carbon Tetrachloride	0.00057 U	mg/Kg	0.0039	0.00057	1	12/13/2023 10:03	12/13/2023 19:43	M
Chlorobenzene	0.00048 U	mg/Kg	0.0039	0.00048	1	12/13/2023 10:03	12/13/2023 19:43	M
Chloroethane	0.0015 U	mg/Kg	0.0039	0.0015	1	12/13/2023 10:03	12/13/2023 19:43	M
Chloroform	0.00062 U	mg/Kg	0.0039	0.00062	1	12/13/2023 10:03	12/13/2023 19:43	M
Chloromethane	0.00096 U	mg/Kg	0.0039	0.00096	1	12/13/2023 10:03	12/13/2023 19:43	M
Dibromochloromethane	0.00055 U	mg/Kg	0.0039	0.00055	1	12/13/2023 10:03	12/13/2023 19:43	M
Dibromomethane	0.00074 U	mg/Kg	0.0039	0.00074	1	12/13/2023 10:03	12/13/2023 19:43	M
Dichlorodifluoromethane	0.0013 U	mg/Kg	0.0039	0.0013	1	12/13/2023 10:03	12/13/2023 19:43	M
Ethylbenzene	0.00049 U	mg/Kg	0.0039	0.00049	1	12/13/2023 10:03	12/13/2023 19:43	M
Ethylene Dibromide (EDB)	0.00072 U	mg/Kg	0.0039	0.00072	1	12/13/2023 10:03	12/13/2023 19:43	M
Hexachlorobutadiene	0.00096 U	mg/Kg	0.0039	0.00096	1	12/13/2023 10:03	12/13/2023 19:43	M
Iodomethane (Methyl Iodide)	0.0027 U	mg/Kg	0.0039	0.0027	1	12/13/2023 10:03	12/13/2023 19:43	M
Isopropylbenzene	0.00088 U	mg/Kg	0.0039	0.00088	1	12/13/2023 10:03	12/13/2023 19:43	M
Methyl tert-butyl Ether (MTBE)	0.00056 U	mg/Kg	0.0039	0.00056	1	12/13/2023 10:03	12/13/2023 19:43	M
Methylene Chloride	0.0016 U	mg/Kg	0.0039	0.0016	1	12/13/2023 10:03	12/13/2023 19:43	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853001 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (0-2) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Naphthalene	0.00087 U	mg/Kg	0.0039	0.00087	1	12/13/2023 10:03	12/13/2023 19:43	M
Styrene	0.00042 U	mg/Kg	0.0039	0.00042	1	12/13/2023 10:03	12/13/2023 19:43	M
Tetrachloroethylene (PCE)	0.00079 U	mg/Kg	0.0039	0.00079	1	12/13/2023 10:03	12/13/2023 19:43	M
Toluene	0.00060 U	mg/Kg	0.0039	0.00060	1	12/13/2023 10:03	12/13/2023 19:43	M
Trichloroethene	0.00075 U	mg/Kg	0.0039	0.00075	1	12/13/2023 10:03	12/13/2023 19:43	M
Trichlorofluoromethane	0.00053 U	mg/Kg	0.0039	0.00053	1	12/13/2023 10:03	12/13/2023 19:43	M
Vinyl Acetate	0.00057 U	mg/Kg	0.0039	0.00057	1	12/13/2023 10:03	12/13/2023 19:43	M
Vinyl Chloride	0.00066 U	mg/Kg	0.0039	0.00066	1	12/13/2023 10:03	12/13/2023 19:43	M
Xylene (Total)	0.0014 U	mg/Kg	0.0078	0.0014	1	12/13/2023 10:03	12/13/2023 19:43	M
cis-1,2-Dichloroethylene	0.00059 U	mg/Kg	0.0039	0.00059	1	12/13/2023 10:03	12/13/2023 19:43	M
cis-1,3-Dichloropropene	0.00047 U	mg/Kg	0.0039	0.00047	1	12/13/2023 10:03	12/13/2023 19:43	M
n-Butylbenzene	0.00091 U	mg/Kg	0.0039	0.00091	1	12/13/2023 10:03	12/13/2023 19:43	M
n-propylbenzene	0.00099 U	mg/Kg	0.0039	0.00099	1	12/13/2023 10:03	12/13/2023 19:43	M
sec-butylbenzene	0.0011 U	mg/Kg	0.0039	0.0011	1	12/13/2023 10:03	12/13/2023 19:43	M
tert-butylbenzene	0.00091 U	mg/Kg	0.0039	0.00091	1	12/13/2023 10:03	12/13/2023 19:43	M
trans-1,2-Dichloroethylene	0.00061 U	mg/Kg	0.0039	0.00061	1	12/13/2023 10:03	12/13/2023 19:43	M
trans-1,3-Dichloropropylene	0.00049 U	mg/Kg	0.0039	0.00049	1	12/13/2023 10:03	12/13/2023 19:43	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Analysis Results Comments

Acenaphthene

J4|Estimated Result

Anthracene

J4|Estimated Result

Benzo[a]anthracene

J4|Estimated Result

Benzo[b]fluoranthene

J4|Estimated Result

Fluorene

J4|Estimated Result

Indeno(1,2,3-cd)pyrene

J4|Estimated Result

Phenanthrene

J4|Estimated Result

TPH

J4|Estimated Result

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/Kg	0.40	0.23	57	37 - 127	M^
Nitrobenzene-d5 (S)	mg/Kg	0.40	0.48	120	33 - 134	M^
p-Terphenyl-d14 (S)	mg/Kg	0.40	0.27	67	42 - 141	M^
Nonatricontane-C39 (S)	mg/Kg	6	3.40	57	36 - 132	M
o-Terphenyl (S)	mg/Kg	2	1.20	**62**	66 - 136	M
1,2-Dichloroethane-d4 (S)	ug/Kg	58	58	100	69 - 134	M
Toluene-d8 (S)	ug/Kg	58	55	94	72 - 122	M
Bromofluorobenzene (S)	ug/Kg	58	63	108	79 - 126	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853002 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
METALS (SW-846 3050B/SW-846 6010)								
Arsenic	**2.3 I**	mg/Kg	9.4	1.8	4	12/13/2023 11:03	12/30/2023 19:02	M
Cadmium	0.24 U	mg/Kg	0.94	0.24	4	12/13/2023 11:03	12/30/2023 19:02	M
Chromium	**2.6 I**	mg/Kg	3.8	0.94	4	12/13/2023 11:03	12/30/2023 19:02	M
Lead	2.4 U	mg/Kg	9.4	2.4	4	12/13/2023 11:03	12/30/2023 19:02	M
SEMIVOLATILES (FL-PRO)								
TPH	**680**	mg/Kg	180	110	10	12/12/2023 08:50	12/13/2023 21:12	M
SEMIVOLATILES (SW-846 3550B/SW-846 8270C (SIM))								
1-Methylnaphthalene	**0.013**	mg/Kg	0.0087	0.0032	1	12/12/2023 08:50	12/14/2023 03:34	M
2-Methylnaphthalene	**0.021**	mg/Kg	0.0087	0.0032	1	12/12/2023 08:50	12/14/2023 03:34	M
Acenaphthene	**0.023**	mg/Kg	0.0087	0.0027	1	12/12/2023 08:50	12/14/2023 03:34	M
Acenaphthylene	0.0026 U	mg/Kg	0.0087	0.0026	1	12/12/2023 08:50	12/14/2023 03:34	M
Anthracene	**0.0072 I**	mg/Kg	0.0087	0.0023	1	12/12/2023 08:50	12/14/2023 03:34	M
Benzo[a]anthracene	0.0024 U	mg/Kg	0.0087	0.0024	1	12/12/2023 08:50	12/14/2023 03:34	M
Benzo[a]pyrene	0.0023 U	mg/Kg	0.0087	0.0023	1	12/12/2023 08:50	12/14/2023 03:34	M
Benzo[b]fluoranthene	0.0025 U	mg/Kg	0.0043	0.0025	1	12/12/2023 08:50	12/14/2023 03:34	M
Benzo[g,h,i]perylene	0.0061 U	mg/Kg	0.0087	0.0061	1	12/12/2023 08:50	12/14/2023 03:34	M
Benzo[k]fluoranthene	0.0021 U	mg/Kg	0.0087	0.0021	1	12/12/2023 08:50	12/14/2023 03:34	M
Chrysene	0.0024 U	mg/Kg	0.0087	0.0024	1	12/12/2023 08:50	12/14/2023 03:34	M
Dibenzo[a,h]anthracene	0.0070 U	mg/Kg	0.0087	0.0070	1	12/12/2023 08:50	12/14/2023 03:34	M
Fluoranthene	**0.0051 I**	mg/Kg	0.0087	0.0022	1	12/12/2023 08:50	12/14/2023 03:34	M
Fluorene	0.0027 U	mg/Kg	0.0087	0.0027	1	12/12/2023 08:50	12/14/2023 03:34	M
Indeno(1,2,3-cd)pyrene	0.0040 U	mg/Kg	0.0087	0.0040	1	12/12/2023 08:50	12/14/2023 03:34	M
Naphthalene	**0.0095**	mg/Kg	0.0087	0.0057	1	12/12/2023 08:50	12/14/2023 03:34	M
Phenanthrene	**0.0078 I**	mg/Kg	0.0087	0.0022	1	12/12/2023 08:50	12/14/2023 03:34	M
Pyrene	**0.074**	mg/Kg	0.0087	0.0020	1	12/12/2023 08:50	12/14/2023 03:34	M
(SM 2540G)								
Percent Moisture	**14**	%	0.0010	0.0010	1	12/12/2023 16:15	12/12/2023 16:15	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853002 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
VOLATILES (SW-846 5035/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.00056 U	mg/Kg	0.0042	0.00056	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1,1-Trichloroethane	0.00075 U	mg/Kg	0.0042	0.00075	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1,2,2-Tetrachloroethane	0.0012 U	mg/Kg	0.0042	0.0012	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1,2-Trichloroethane	0.00045 U	mg/Kg	0.0042	0.00045	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1-Dichloroethane	0.00058 U	mg/Kg	0.0042	0.00058	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1-Dichloroethylene	0.00073 U	mg/Kg	0.0042	0.00073	1	12/13/2023 10:03	12/13/2023 20:10	M
1,1-Dichloropropene	0.00061 U	mg/Kg	0.0042	0.00061	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2,3-Trichlorobenzene	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2,3-Trichloropropane	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2,4-Trichlorobenzene	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2,4-Trimethylbenzene	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2-Dibromo-3-Chloropropane	0.00085 U	mg/Kg	0.0042	0.00085	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2-Dichlorobenzene	0.0015 U	mg/Kg	0.0042	0.0015	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2-Dichloroethane	0.00051 U	mg/Kg	0.0042	0.00051	1	12/13/2023 10:03	12/13/2023 20:10	M
1,2-Dichloropropane	0.00080 U	mg/Kg	0.0042	0.00080	1	12/13/2023 10:03	12/13/2023 20:10	M
1,3,5-Trimethylbenzene	0.0012 U	mg/Kg	0.0042	0.0012	1	12/13/2023 10:03	12/13/2023 20:10	M
1,3-Dichlorobenzene	0.0015 U	mg/Kg	0.0042	0.0015	1	12/13/2023 10:03	12/13/2023 20:10	M
1,3-Dichloropropane	0.00069 U	mg/Kg	0.0042	0.00069	1	12/13/2023 10:03	12/13/2023 20:10	M
1,4-Dichlorobenzene	0.0016 U	mg/Kg	0.0042	0.0016	1	12/13/2023 10:03	12/13/2023 20:10	M
2,2-Dichloropropane	0.00047 U	mg/Kg	0.0042	0.00047	1	12/13/2023 10:03	12/13/2023 20:10	M
2-Butanone (MEK)	0.0010 U	mg/Kg	0.0042	0.0010	1	12/13/2023 10:03	12/13/2023 20:10	M
2-Chloroethyl Vinyl Ether	0.0021 U	mg/Kg	0.0042	0.0021	1	12/13/2023 10:03	12/13/2023 20:10	M
2-Chlorotoluene	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853002 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
2-Hexanone	0.00080 U	mg/Kg	0.0042	0.00080	1	12/13/2023 10:03	12/13/2023 20:10	M
4-Chlorotoluene	0.0016 U	mg/Kg	0.0042	0.0016	1	12/13/2023 10:03	12/13/2023 20:10	M
4-Methyl-2-pentanone (MIBK)	0.0012 U	mg/Kg	0.0042	0.0012	1	12/13/2023 10:03	12/13/2023 20:10	M
Acetone	0.0015 U	mg/Kg	0.0042	0.0015	1	12/13/2023 10:03	12/13/2023 20:10	M
Acrolein (Propenal)	0.011 U	mg/Kg	0.021	0.011	1	12/13/2023 10:03	12/13/2023 20:10	M
Acrylonitrile	0.0018 U	mg/Kg	0.0042	0.0018	1	12/13/2023 10:03	12/13/2023 20:10	M
Benzene	0.00042 U	mg/Kg	0.0042	0.00042	1	12/13/2023 10:03	12/13/2023 20:10	M
Bromobenzene	0.0015 U	mg/Kg	0.0042	0.0015	1	12/13/2023 10:03	12/13/2023 20:10	M
Bromochloromethane	0.00089 U	mg/Kg	0.0042	0.00089	1	12/13/2023 10:03	12/13/2023 20:10	M
Bromodichloromethane	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
Bromoform	0.0012 U	mg/Kg	0.0042	0.0012	1	12/13/2023 10:03	12/13/2023 20:10	M
Bromomethane	0.0029 U	mg/Kg	0.0042	0.0029	1	12/13/2023 10:03	12/13/2023 20:10	M
Carbon Disulfide	**0.0031 I**	mg/Kg	0.0042	0.00076	1	12/13/2023 10:03	12/13/2023 20:10	M
Carbon Tetrachloride	0.00062 U	mg/Kg	0.0042	0.00062	1	12/13/2023 10:03	12/13/2023 20:10	M
Chlorobenzene	0.00052 U	mg/Kg	0.0042	0.00052	1	12/13/2023 10:03	12/13/2023 20:10	M
Chloroethane	0.0016 U	mg/Kg	0.0042	0.0016	1	12/13/2023 10:03	12/13/2023 20:10	M
Chloroform	0.00068 U	mg/Kg	0.0042	0.00068	1	12/13/2023 10:03	12/13/2023 20:10	M
Chloromethane	0.0010 U	mg/Kg	0.0042	0.0010	1	12/13/2023 10:03	12/13/2023 20:10	M
Dibromochloromethane	0.00059 U	mg/Kg	0.0042	0.00059	1	12/13/2023 10:03	12/13/2023 20:10	M
Dibromomethane	0.00080 U	mg/Kg	0.0042	0.00080	1	12/13/2023 10:03	12/13/2023 20:10	M
Dichlorodifluoromethane	0.0014 U	mg/Kg	0.0042	0.0014	1	12/13/2023 10:03	12/13/2023 20:10	M
Ethylbenzene	0.00054 U	mg/Kg	0.0042	0.00054	1	12/13/2023 10:03	12/13/2023 20:10	M
Ethylene Dibromide (EDB)	0.00078 U	mg/Kg	0.0042	0.00078	1	12/13/2023 10:03	12/13/2023 20:10	M
Hexachlorobutadiene	0.0010 U	mg/Kg	0.0042	0.0010	1	12/13/2023 10:03	12/13/2023 20:10	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853002 **Date Collected:** 12/08/2023 11:30 **Matrix:** Soil
Sample ID: SB-5 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Iodomethane (Methyl Iodide)	0.0029 U	mg/Kg	0.0042	0.0029	1	12/13/2023 10:03	12/13/2023 20:10	M
Isopropylbenzene	0.00095 U	mg/Kg	0.0042	0.00095	1	12/13/2023 10:03	12/13/2023 20:10	M
Methyl tert-butyl Ether (MTBE)	0.00061 U	mg/Kg	0.0042	0.00061	1	12/13/2023 10:03	12/13/2023 20:10	M
Methylene Chloride	0.0017 U	mg/Kg	0.0042	0.0017	1	12/13/2023 10:03	12/13/2023 20:10	M
Naphthalene	0.00095 U	mg/Kg	0.0042	0.00095	1	12/13/2023 10:03	12/13/2023 20:10	M
Styrene	0.00045 U	mg/Kg	0.0042	0.00045	1	12/13/2023 10:03	12/13/2023 20:10	M
Tetrachloroethylene (PCE)	0.00086 U	mg/Kg	0.0042	0.00086	1	12/13/2023 10:03	12/13/2023 20:10	M
Toluene	0.00065 U	mg/Kg	0.0042	0.00065	1	12/13/2023 10:03	12/13/2023 20:10	M
Trichloroethene	0.00082 U	mg/Kg	0.0042	0.00082	1	12/13/2023 10:03	12/13/2023 20:10	M
Trichlorofluoromethane	0.00058 U	mg/Kg	0.0042	0.00058	1	12/13/2023 10:03	12/13/2023 20:10	M
Vinyl Acetate	0.00062 U	mg/Kg	0.0042	0.00062	1	12/13/2023 10:03	12/13/2023 20:10	M
Vinyl Chloride	0.00072 U	mg/Kg	0.0042	0.00072	1	12/13/2023 10:03	12/13/2023 20:10	M
Xylene (Total)	0.0015 U	mg/Kg	0.0085	0.0015	1	12/13/2023 10:03	12/13/2023 20:10	M
cis-1,2-Dichloroethylene	0.00063 U	mg/Kg	0.0042	0.00063	1	12/13/2023 10:03	12/13/2023 20:10	M
cis-1,3-Dichloropropene	0.00051 U	mg/Kg	0.0042	0.00051	1	12/13/2023 10:03	12/13/2023 20:10	M
n-Butylbenzene	0.00099 U	mg/Kg	0.0042	0.00099	1	12/13/2023 10:03	12/13/2023 20:10	M
n-propylbenzene	0.0011 U	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
sec-butylbenzene	**0.015**	mg/Kg	0.0042	0.0011	1	12/13/2023 10:03	12/13/2023 20:10	M
tert-butylbenzene	0.00099 U	mg/Kg	0.0042	0.00099	1	12/13/2023 10:03	12/13/2023 20:10	M
trans-1,2-Dichloroethylene	0.00066 U	mg/Kg	0.0042	0.00066	1	12/13/2023 10:03	12/13/2023 20:10	M
trans-1,3-Dichloropropylene	0.00054 U	mg/Kg	0.0042	0.00054	1	12/13/2023 10:03	12/13/2023 20:10	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Analysis Results Comments

Chromium

V|Method Blank Contamination

The blank for batch 3739 had a hit in Chromium, however the result for the sample was ten times greater than the blank hit. Therefore, the result is not affected by the blank.

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/Kg	0.37	0.19	51	37 - 127	M^
Nitrobenzene-d5 (S)	mg/Kg	0.37	0.31	83	33 - 134	M^
p-Terphenyl-d14 (S)	mg/Kg	0.37	0.22	59	42 - 141	M^
Nonatricontane-C39 (S)	mg/Kg	5.60	0	**0**	36 - 132	M
o-Terphenyl (S)	mg/Kg	1.90	0	**0**	66 - 136	M
1,2-Dichloroethane-d4 (S)	ug/Kg	60	57	94	69 - 134	M
Toluene-d8 (S)	ug/Kg	60	56	92	72 - 122	M
Bromofluorobenzene (S)	ug/Kg	60	68	113	79 - 126	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853003 **Date Collected:** 12/08/2023 12:20 **Matrix:** Soil
Sample ID: SB-6 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
SEMIVOLATILES (FL-PRO)								
TPH	9.9 U	mg/Kg	17	9.9	1	12/12/2023 08:50	12/13/2023 11:28	M
SEMIVOLATILES (SW-846 3550B/SW-846 8270C (SIM))								
1-Methylnaphthalene	0.0029 U	mg/Kg	0.0080	0.0029	1	12/12/2023 08:50	12/14/2023 04:02	M
2-Methylnaphthalene	0.0029 U	mg/Kg	0.0080	0.0029	1	12/12/2023 08:50	12/14/2023 04:02	M
Acenaphthene	0.0025 U	mg/Kg	0.0080	0.0025	1	12/12/2023 08:50	12/14/2023 04:02	M
Acenaphthylene	0.0024 U	mg/Kg	0.0080	0.0024	1	12/12/2023 08:50	12/14/2023 04:02	M
Anthracene	0.0021 U	mg/Kg	0.0080	0.0021	1	12/12/2023 08:50	12/14/2023 04:02	M
Benzo[a]anthracene	0.0023 U	mg/Kg	0.0080	0.0023	1	12/12/2023 08:50	12/14/2023 04:02	M
Benzo[a]pyrene	0.0021 U	mg/Kg	0.0080	0.0021	1	12/12/2023 08:50	12/14/2023 04:02	M
Benzo[b]fluoranthene	0.0023 U	mg/Kg	0.0040	0.0023	1	12/12/2023 08:50	12/14/2023 04:02	M
Benzo[g,h,i]perylene	0.0056 U	mg/Kg	0.0080	0.0056	1	12/12/2023 08:50	12/14/2023 04:02	M
Benzo[k]fluoranthene	0.0020 U	mg/Kg	0.0080	0.0020	1	12/12/2023 08:50	12/14/2023 04:02	M
Chrysene	0.0023 U	mg/Kg	0.0080	0.0023	1	12/12/2023 08:50	12/14/2023 04:02	M
Dibenzo[a,h]anthracene	0.0064 U	mg/Kg	0.0080	0.0064	1	12/12/2023 08:50	12/14/2023 04:02	M
Fluoranthene	0.0020 U	mg/Kg	0.0080	0.0020	1	12/12/2023 08:50	12/14/2023 04:02	M
Fluorene	0.0025 U	mg/Kg	0.0080	0.0025	1	12/12/2023 08:50	12/14/2023 04:02	M
Indeno(1,2,3-cd)pyrene	0.0037 U	mg/Kg	0.0080	0.0037	1	12/12/2023 08:50	12/14/2023 04:02	M
Naphthalene	0.0052 U	mg/Kg	0.0080	0.0052	1	12/12/2023 08:50	12/14/2023 04:02	M
Phenanthrene	0.0021 U	mg/Kg	0.0080	0.0021	1	12/12/2023 08:50	12/14/2023 04:02	M
Pyrene	0.0019 U	mg/Kg	0.0080	0.0019	1	12/12/2023 08:50	12/14/2023 04:02	M
(SM 2540G)								
Percent Moisture	**7.4**	%	0.0010	0.0010	1	12/12/2023 16:15	12/12/2023 16:15	M
VOLATILES (SW-846 5035/SW-846 8260D)								
1,1,1,2-Tetrachloroethane	0.00060 U	mg/Kg	0.0045	0.00060	1	12/13/2023 10:03	12/13/2023 20:38	M
1,1,1-Trichloroethane	0.00079 U	mg/Kg	0.0045	0.00079	1	12/13/2023 10:03	12/13/2023 20:38	M
1,1,2,2-Tetrachloroethane	0.0013 U	mg/Kg	0.0045	0.0013	1	12/13/2023 10:03	12/13/2023 20:38	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853003 **Date Collected:** 12/08/2023 12:20 **Matrix:** Soil
Sample ID: SB-6 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
1,1,2-Trichloroethane	0.00048 U	mg/Kg	0.0045	0.00048	1	12/13/2023 10:03	12/13/2023 20:38	M
1,1-Dichloroethane	0.00061 U	mg/Kg	0.0045	0.00061	1	12/13/2023 10:03	12/13/2023 20:38	M
1,1-Dichloroethylene	0.00078 U	mg/Kg	0.0045	0.00078	1	12/13/2023 10:03	12/13/2023 20:38	M
1,1-Dichloropropene	0.00064 U	mg/Kg	0.0045	0.00064	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2,3-Trichlorobenzene	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2,3-Trichloropropane	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2,4-Trichlorobenzene	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2,4-Trimethylbenzene	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2-Dibromo-3-Chloropropane	0.00089 U	mg/Kg	0.0045	0.00089	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2-Dichlorobenzene	0.0016 U	mg/Kg	0.0045	0.0016	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2-Dichloroethane	0.00054 U	mg/Kg	0.0045	0.00054	1	12/13/2023 10:03	12/13/2023 20:38	M
1,2-Dichloropropane	0.00085 U	mg/Kg	0.0045	0.00085	1	12/13/2023 10:03	12/13/2023 20:38	M
1,3,5-Trimethylbenzene	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
1,3-Dichlorobenzene	0.0015 U	mg/Kg	0.0045	0.0015	1	12/13/2023 10:03	12/13/2023 20:38	M
1,3-Dichloropropane	0.00073 U	mg/Kg	0.0045	0.00073	1	12/13/2023 10:03	12/13/2023 20:38	M
1,4-Dichlorobenzene	0.0016 U	mg/Kg	0.0045	0.0016	1	12/13/2023 10:03	12/13/2023 20:38	M
2,2-Dichloropropane	0.00049 U	mg/Kg	0.0045	0.00049	1	12/13/2023 10:03	12/13/2023 20:38	M
2-Butanone (MEK)	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
2-Chloroethyl Vinyl Ether	0.0022 U	mg/Kg	0.0045	0.0022	1	12/13/2023 10:03	12/13/2023 20:38	M
2-Chlorotoluene	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
2-Hexanone	0.00085 U	mg/Kg	0.0045	0.00085	1	12/13/2023 10:03	12/13/2023 20:38	M
4-Chlorotoluene	0.0017 U	mg/Kg	0.0045	0.0017	1	12/13/2023 10:03	12/13/2023 20:38	M
4-Methyl-2-pentanone (MIBK)	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
Acetone	**0.22**	mg/Kg	0.0045	0.0015	1	12/13/2023 10:03	12/13/2023 20:38	M
Acrolein (Propenal)	0.012 U	mg/Kg	0.022	0.012	1	12/13/2023 10:03	12/13/2023 20:38	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853003 **Date Collected:** 12/08/2023 12:20 **Matrix:** Soil
Sample ID: SB-6 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Acrylonitrile	0.0019 U	mg/Kg	0.0045	0.0019	1	12/13/2023 10:03	12/13/2023 20:38	M
Benzene	0.00045 U	mg/Kg	0.0045	0.00045	1	12/13/2023 10:03	12/13/2023 20:38	M
Bromobenzene	0.0016 U	mg/Kg	0.0045	0.0016	1	12/13/2023 10:03	12/13/2023 20:38	M
Bromochloromethane	0.00094 U	mg/Kg	0.0045	0.00094	1	12/13/2023 10:03	12/13/2023 20:38	M
Bromodichloromethane	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
Bromoform	0.0013 U	mg/Kg	0.0045	0.0013	1	12/13/2023 10:03	12/13/2023 20:38	M
Bromomethane	0.0031 U	mg/Kg	0.0045	0.0031	1	12/13/2023 10:03	12/13/2023 20:38	M
Carbon Disulfide	0.00081 U	mg/Kg	0.0045	0.00081	1	12/13/2023 10:03	12/13/2023 20:38	M
Carbon Tetrachloride	0.00066 U	mg/Kg	0.0045	0.00066	1	12/13/2023 10:03	12/13/2023 20:38	M
Chlorobenzene	0.00055 U	mg/Kg	0.0045	0.00055	1	12/13/2023 10:03	12/13/2023 20:38	M
Chloroethane	0.0017 U	mg/Kg	0.0045	0.0017	1	12/13/2023 10:03	12/13/2023 20:38	M
Chloroform	0.00072 U	mg/Kg	0.0045	0.00072	1	12/13/2023 10:03	12/13/2023 20:38	M
Chloromethane	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
Dibromochloromethane	0.00063 U	mg/Kg	0.0045	0.00063	1	12/13/2023 10:03	12/13/2023 20:38	M
Dibromomethane	0.00085 U	mg/Kg	0.0045	0.00085	1	12/13/2023 10:03	12/13/2023 20:38	M
Dichlorodifluoromethane	0.0015 U	mg/Kg	0.0045	0.0015	1	12/13/2023 10:03	12/13/2023 20:38	M
Ethylbenzene	**0.027**	mg/Kg	0.0045	0.00057	1	12/13/2023 10:03	12/13/2023 20:38	M
Ethylene Dibromide (EDB)	0.00082 U	mg/Kg	0.0045	0.00082	1	12/13/2023 10:03	12/13/2023 20:38	M
Hexachlorobutadiene	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
Iodomethane (Methyl Iodide)	0.0031 U	mg/Kg	0.0045	0.0031	1	12/13/2023 10:03	12/13/2023 20:38	M
Isopropylbenzene	0.0010 U	mg/Kg	0.0045	0.0010	1	12/13/2023 10:03	12/13/2023 20:38	M
Methyl tert-butyl Ether (MTBE)	0.00064 U	mg/Kg	0.0045	0.00064	1	12/13/2023 10:03	12/13/2023 20:38	M
Methylene Chloride	0.0018 U	mg/Kg	0.0045	0.0018	1	12/13/2023 10:03	12/13/2023 20:38	M
Naphthalene	0.0010 U	mg/Kg	0.0045	0.0010	1	12/13/2023 10:03	12/13/2023 20:38	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Lab ID: M2306853003 **Date Collected:** 12/08/2023 12:20 **Matrix:** Soil
Sample ID: SB-6 (2-4) **Date Received:** 12/08/2023 14:53

Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	Lab
Styrene	0.00048 U	mg/Kg	0.0045	0.00048	1	12/13/2023 10:03	12/13/2023 20:38	M
Tetrachloroethylene (PCE)	0.00091 U	mg/Kg	0.0045	0.00091	1	12/13/2023 10:03	12/13/2023 20:38	M
Toluene	0.00069 U	mg/Kg	0.0045	0.00069	1	12/13/2023 10:03	12/13/2023 20:38	M
Trichloroethene	0.00086 U	mg/Kg	0.0045	0.00086	1	12/13/2023 10:03	12/13/2023 20:38	M
Trichlorofluoromethane	0.00061 U	mg/Kg	0.0045	0.00061	1	12/13/2023 10:03	12/13/2023 20:38	M
Vinyl Acetate	0.00066 U	mg/Kg	0.0045	0.00066	1	12/13/2023 10:03	12/13/2023 20:38	M
Vinyl Chloride	0.00076 U	mg/Kg	0.0045	0.00076	1	12/13/2023 10:03	12/13/2023 20:38	M
Xylene (Total)	**0.18**	mg/Kg	0.0089	0.0016	1	12/13/2023 10:03	12/13/2023 20:38	M
cis-1,2-Dichloroethylene	0.00067 U	mg/Kg	0.0045	0.00067	1	12/13/2023 10:03	12/13/2023 20:38	M
cis-1,3-Dichloropropene	0.00054 U	mg/Kg	0.0045	0.00054	1	12/13/2023 10:03	12/13/2023 20:38	M
n-Butylbenzene	0.0010 U	mg/Kg	0.0045	0.0010	1	12/13/2023 10:03	12/13/2023 20:38	M
n-propylbenzene	0.0011 U	mg/Kg	0.0045	0.0011	1	12/13/2023 10:03	12/13/2023 20:38	M
sec-butylbenzene	0.0012 U	mg/Kg	0.0045	0.0012	1	12/13/2023 10:03	12/13/2023 20:38	M
tert-butylbenzene	0.0010 U	mg/Kg	0.0045	0.0010	1	12/13/2023 10:03	12/13/2023 20:38	M
trans-1,2-Dichloroethylene	0.00070 U	mg/Kg	0.0045	0.00070	1	12/13/2023 10:03	12/13/2023 20:38	M
trans-1,3-Dichloropropylene	0.00057 U	mg/Kg	0.0045	0.00057	1	12/13/2023 10:03	12/13/2023 20:38	M

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FINAL - REVISION

Workorder: NBV (M2306853)

Analytical Results

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/Kg	0.37	0.19	51	37 - 127	M^
Nitrobenzene-d5 (S)	mg/Kg	0.37	0.24	66	33 - 134	M^
p-Terphenyl-d14 (S)	mg/Kg	0.37	0.23	61	42 - 141	M^
Nonatricontane-C39 (S)	mg/Kg	5.60	2.90	52	36 - 132	M
o-Terphenyl (S)	mg/Kg	1.90	1.10	**58**	66 - 136	M
1,2-Dichloroethane-d4 (S)	ug/Kg	69	67	97	69 - 134	M
Toluene-d8 (S)	ug/Kg	69	66	95	72 - 122	M
Bromofluorobenzene (S)	ug/Kg	69	75	108	79 - 126	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Results

QC Batch: GCSm/3281 **Analysis Method:** FL-PRO
Preparation Method: FL-PRO
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Method Blank(5081741)

Parameter	Results	Units	PQL	MDL	Lab
TPH	9.6 U	mg/Kg	17	9.6	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Nonatricontane-C39 (S)	mg/L	5.90	3.90	66	36 - 132	M
o-Terphenyl (S)	mg/L	2	1.40	72	66 - 136	M

Lab Control Sample (5081742)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
TPH	mg/Kg	33	24	73	49 - 128	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Nonatricontane-C39 (S)	mg/L	5.70	3.40	60	36 - 132	M
o-Terphenyl (S)	mg/L	1.90	1.30	70	66 - 136	M

Matrix Spike (5081743); Matrix Spike Duplicate (5081744); Original (M2306853001); Parent Lab Sample (M2306853001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
TPH	mg/Kg	32	72	**227**	49 - 128	81	**241**	12	25	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Nonatricontane-C39 (S)	mg/L	5.60	2.70	49	36 - 132	3.20	55	17	25	M
o-Terphenyl (S)	mg/L	1.90	1	**55**	66 - 136	1.20	62	18	25	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Results

QC Batch: ICPm/3739
Preparation Method: SW-846 3050B
Associated Lab IDs: M2306853002
Analysis Method: SW-846 6010

Method Blank(5089093)

Parameter	Results	Units	PQL	MDL	Lab
Arsenic	0.38 U	mg/Kg	2.0	0.38	M
Cadmium	0.050 U	mg/Kg	0.20	0.050	M
Chromium	0.20 U	mg/Kg	0.80	0.20	M
Lead	0.50 U	mg/Kg	2.0	0.50	M

Lab Control Sample (5089094)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Arsenic	mg/Kg	10	9.4	94	80 - 120	M
Cadmium	mg/Kg	1	.95	95	80 - 120	M
Chromium	mg/Kg	4	3.6	91	80 - 120	M
Lead	mg/Kg	10	9.8	99	80 - 120	M

Matrix Spike (5089095); Matrix Spike Duplicate (5089096); Original (M2306387068); Parent Lab Sample (M2306387068)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Arsenic	mg/Kg	10	10	103	75 - 125	11	112	8	20	M
Cadmium	mg/Kg	1	1.1	108	75 - 125	1.2	115	7	20	M
Chromium	mg/Kg	4	5.1	102	75 - 125	5.5	114	9	20	M
Lead	mg/Kg	10	15	106	75 - 125	16	118	8	20	M

QC Result Comments

Method Blank - 5089093 - Chromium

V|Method Blank Contamination

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Results

QC Batch: MSSm/2705
Preparation Method: SW-846 3550B
Associated Lab IDs: M2306853001, M2306853002, M2306853003
Analysis Method: SW-846 8270C (SIM)

Method Blank(5081737)

Parameter	Results	Units	PQL	MDL	Lab
Naphthalene	0.0050 U	mg/Kg	0.0076	0.0050	M
2-Methylnaphthalene	0.0028 U	mg/Kg	0.0076	0.0028	M
1-Methylnaphthalene	0.0028 U	mg/Kg	0.0076	0.0028	M
Acenaphthylene	0.0023 U	mg/Kg	0.0076	0.0023	M
Acenaphthene	0.0024 U	mg/Kg	0.0076	0.0024	M
Fluorene	0.0024 U	mg/Kg	0.0076	0.0024	M
Phenanthrene	0.0019 U	mg/Kg	0.0076	0.0019	M
Anthracene	0.0020 U	mg/Kg	0.0076	0.0020	M
Fluoranthene	0.0019 U	mg/Kg	0.0076	0.0019	M
Pyrene	0.0018 U	mg/Kg	0.0076	0.0018	M
Benzo[a]anthracene	0.0021 U	mg/Kg	0.0076	0.0021	M
Chrysene	0.0021 U	mg/Kg	0.0076	0.0021	M
Benzo[b]fluoranthene	0.0022 U	mg/Kg	0.0038	0.0022	M
Benzo[k]fluoranthene	0.0019 U	mg/Kg	0.0076	0.0019	M
Benzo[a]pyrene	0.0020 U	mg/Kg	0.0076	0.0020	M
Indeno(1,2,3-cd)pyrene	0.0035 U	mg/Kg	0.0076	0.0035	M
Dibenzo[a,h]anthracene	0.0061 U	mg/Kg	0.0076	0.0061	M
Benzo[g,h,i]perylene	0.0053 U	mg/Kg	0.0076	0.0053	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/L	0.38	0.24	62	37 - 127	M^
Nitrobenzene-d5 (S)	mg/L	0.38	0.35	91	33 - 134	M^
p-Terphenyl-d14 (S)	mg/L	0.38	0.29	75	42 - 141	M^

Lab Control Sample (5081738)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Naphthalene	mg/Kg	0.19	.13	67	38 - 120	M
2-Methylnaphthalene	mg/Kg	0.19	.11	58	39 - 120	M
1-Methylnaphthalene	mg/Kg	0.19	.12	60	43 - 120	M
Acenaphthylene	mg/Kg	0.19	.11	58	39 - 118	M
Acenaphthene	mg/Kg	0.19	.11	56	44 - 117	M
Fluorene	mg/Kg	0.19	.11	57	47 - 121	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSSm/2705
Preparation Method: SW-846 3550B
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8270C (SIM)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Phenanthrene	mg/Kg	0.19	.12	62	49 - 122	M
Anthracene	mg/Kg	0.19	.13	66	50 - 123	M
Fluoranthene	mg/Kg	0.19	.13	67	51 - 126	M
Pyrene	mg/Kg	0.19	.14	70	51 - 127	M
Benzo[a]anthracene	mg/Kg	0.19	.13	66	52 - 126	M
Chrysene	mg/Kg	0.19	.13	66	52 - 128	M
Benzo[b]fluoranthene	mg/Kg	0.19	.12	63	43 - 132	M
Benzo[k]fluoranthene	mg/Kg	0.19	.12	61	46 - 133	M
Benzo[a]pyrene	mg/Kg	0.19	.12	64	42 - 129	M
Indeno(1,2,3-cd)pyrene	mg/Kg	0.19	.099	51	39 - 135	M
Dibenzo[a,h]anthracene	mg/Kg	0.19	.11	60	40 - 139	M
Benzo[g,h,i]perylene	mg/Kg	0.19	.11	59	41 - 133	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
2-Fluorobiphenyl (S)	mg/L	0.39	0.23	59	37 - 127	M^
Nitrobenzene-d5 (S)	mg/L	0.39	0.33	87	33 - 134	M^
p-Terphenyl-d14 (S)	mg/L	0.39	0.27	70	42 - 141	M^

Matrix Spike (5081739); Matrix Spike Duplicate (5081740); Original (M2306853001); Parent Lab Sample (M2306853001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Naphthalene	mg/Kg	0.19	.093	50	38 - 120	.11	56	18	30	M
2-Methylnaphthalene	mg/Kg	0.19	.081	44	39 - 120	.1	51	22	30	M
1-Methylnaphthalene	mg/Kg	0.19	.082	44	43 - 120	.1	52	22	30	M
Acenaphthylene	mg/Kg	0.19	.078	42	39 - 118	.096	49	21	30	M
Acenaphthene	mg/Kg	0.19	.079	**43**	44 - 117	.096	49	20	30	M
Fluorene	mg/Kg	0.19	.078	**42**	47 - 121	.096	49	20	30	M
Phenanthrene	mg/Kg	0.19	.085	**46**	49 - 122	.11	54	22	30	M
Anthracene	mg/Kg	0.19	.089	**48**	50 - 123	.11	55	19	30	M
Fluoranthene	mg/Kg	0.19	.095	51	51 - 126	.12	61	24	30	M
Pyrene	mg/Kg	0.19	.1	55	51 - 127	.13	65	23	30	M
Benzo[a]anthracene	mg/Kg	0.19	.094	**51**	52 - 126	.12	60	22	30	M
Chrysene	mg/Kg	0.19	.096	52	52 - 128	.12	61	22	30	M
Benzo[b]fluoranthene	mg/Kg	0.19	.088	**35**	43 - 132	.11	46	25	30	M
Benzo[k]fluoranthene	mg/Kg	0.19	.09	48	46 - 133	.11	58	24	30	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSSm/2705
Preparation Method: SW-846 3550B
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8270C (SIM)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Benzo[a]pyrene	mg/Kg	0.19	.093	50	42 - 129	.11	56	17	30	M
Indeno(1,2,3-cd)pyrene	mg/Kg	0.19	.068	**36**	39 - 135	.086	44	24	30	M
Dibenzo[a,h]anthracene	mg/Kg	0.19	.08	43	40 - 139	.1	51	22	30	M
Benzo[g,h,i]perylene	mg/Kg	0.19	.085	46	41 - 133	.11	55	25	30	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
2-Fluorobiphenyl (S)	mg/L	0.37	0.17	45	37 - 127	0.20	52	21	30	M^
Nitrobenzene-d5 (S)	mg/L	0.37	0.39	105	33 - 134	0.44	112	12	30	M^
p-Terphenyl-d14 (S)	mg/L	0.37	0.20	53	42 - 141	0.25	63	22	30	M^

QC Result Comments

Matrix Spike - 5081739 - Acenaphthene

J4|Estimated Result

Matrix Spike - 5081739 - Anthracene

J4|Estimated Result

Matrix Spike - 5081739 - Benzo[a]anthracene

J4|Estimated Result

Matrix Spike - 5081739 - Benzo[b]fluoranthene

J4|Estimated Result

Matrix Spike - 5081739 - Fluorene

J4|Estimated Result

Matrix Spike - 5081739 - Indeno(1,2,3-cd)pyrene

J4|Estimated Result

Matrix Spike - 5081739 - Phenanthrene

J4|Estimated Result

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Results

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003
Analysis Method: SW-846 8260D

Method Blank(5084408)

Parameter	Results	Units	PQL	MDL	Lab
Dichlorodifluoromethane	0.00098 U	mg/Kg	0.0030	0.00098	M
Chloromethane	0.00074 U	mg/Kg	0.0030	0.00074	M
Vinyl Chloride	0.00051 U	mg/Kg	0.0030	0.00051	M
Bromomethane	0.0021 U	mg/Kg	0.0030	0.0021	M
Chloroethane	0.0011 U	mg/Kg	0.0030	0.0011	M
Trichlorofluoromethane	0.00041 U	mg/Kg	0.0030	0.00041	M
Acrolein (Propenal)	0.0078 U	mg/Kg	0.015	0.0078	M
Acetone	0.0010 U	mg/Kg	0.0030	0.0010	M
1,1-Dichloroethylene	0.00052 U	mg/Kg	0.0030	0.00052	M
Iodomethane (Methyl Iodide)	0.0021 U	mg/Kg	0.0030	0.0021	M
Acrylonitrile	0.0013 U	mg/Kg	0.0030	0.0013	M
Methylene Chloride	0.0012 U	mg/Kg	0.0030	0.0012	M
Carbon Disulfide	0.00054 U	mg/Kg	0.0030	0.00054	M
trans-1,2-Dichloroethylene	0.00047 U	mg/Kg	0.0030	0.00047	M
Methyl tert-butyl Ether (MTBE)	0.00043 U	mg/Kg	0.0030	0.00043	M
1,1-Dichloroethane	0.00041 U	mg/Kg	0.0030	0.00041	M
Vinyl Acetate	0.00044 U	mg/Kg	0.0030	0.00044	M
2-Butanone (MEK)	0.00074 U	mg/Kg	0.0030	0.00074	M
cis-1,2-Dichloroethylene	0.00045 U	mg/Kg	0.0030	0.00045	M
Bromochloromethane	0.00063 U	mg/Kg	0.0030	0.00063	M
Chloroform	0.00048 U	mg/Kg	0.0030	0.00048	M
2,2-Dichloropropane	0.00033 U	mg/Kg	0.0030	0.00033	M
1,2-Dichloroethane	0.00036 U	mg/Kg	0.0030	0.00036	M
1,1,1-Trichloroethane	0.00053 U	mg/Kg	0.0030	0.00053	M
1,1-Dichloropropene	0.00043 U	mg/Kg	0.0030	0.00043	M
Carbon Tetrachloride	0.00044 U	mg/Kg	0.0030	0.00044	M
Benzene	0.00030 U	mg/Kg	0.0030	0.00030	M
Dibromomethane	0.00057 U	mg/Kg	0.0030	0.00057	M
1,2-Dichloropropane	0.00057 U	mg/Kg	0.0030	0.00057	M
Trichloroethene	0.00058 U	mg/Kg	0.0030	0.00058	M
Bromodichloromethane	0.00075 U	mg/Kg	0.0030	0.00075	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Results	Units	PQL	MDL	Lab
2-Chloroethyl Vinyl Ether	0.0015 U	mg/Kg	0.0030	0.0015	M
cis-1,3-Dichloropropene	0.00036 U	mg/Kg	0.0030	0.00036	M
4-Methyl-2-pentanone (MIBK)	0.00082 U	mg/Kg	0.0030	0.00082	M
trans-1,3-Dichloropropylene	0.00038 U	mg/Kg	0.0030	0.00038	M
1,1,2-Trichloroethane	0.00032 U	mg/Kg	0.0030	0.00032	M
Toluene	0.00046 U	mg/Kg	0.0030	0.00046	M
1,3-Dichloropropane	0.00049 U	mg/Kg	0.0030	0.00049	M
2-Hexanone	0.00057 U	mg/Kg	0.0030	0.00057	M
Dibromochloromethane	0.00042 U	mg/Kg	0.0030	0.00042	M
Ethylene Dibromide (EDB)	0.00055 U	mg/Kg	0.0030	0.00055	M
Tetrachloroethylene (PCE)	0.00061 U	mg/Kg	0.0030	0.00061	M
1,1,1,2-Tetrachloroethane	0.00040 U	mg/Kg	0.0030	0.00040	M
Chlorobenzene	0.00037 U	mg/Kg	0.0030	0.00037	M
Ethylbenzene	0.00038 U	mg/Kg	0.0030	0.00038	M
Bromoform	0.00088 U	mg/Kg	0.0030	0.00088	M
Styrene	0.00032 U	mg/Kg	0.0030	0.00032	M
1,1,2,2-Tetrachloroethane	0.00085 U	mg/Kg	0.0030	0.00085	M
1,2,3-Trichloropropane	0.00079 U	mg/Kg	0.0030	0.00079	M
Isopropylbenzene	0.00068 U	mg/Kg	0.0030	0.00068	M
Bromobenzene	0.0011 U	mg/Kg	0.0030	0.0011	M
n-propylbenzene	0.00076 U	mg/Kg	0.0030	0.00076	M
2-Chlorotoluene	0.00075 U	mg/Kg	0.0030	0.00075	M
4-Chlorotoluene	0.0011 U	mg/Kg	0.0030	0.0011	M
1,3,5-Trimethylbenzene	0.00083 U	mg/Kg	0.0030	0.00083	M
tert-butylbenzene	0.00070 U	mg/Kg	0.0030	0.00070	M
1,2,4-Trimethylbenzene	0.00078 U	mg/Kg	0.0030	0.00078	M
sec-butylbenzene	0.00081 U	mg/Kg	0.0030	0.00081	M
1,3-Dichlorobenzene	0.0010 U	mg/Kg	0.0030	0.0010	M
1,4-Dichlorobenzene	0.0011 U	mg/Kg	0.0030	0.0011	M
1,2-Dichlorobenzene	0.0011 U	mg/Kg	0.0030	0.0011	M
n-Butylbenzene	0.00070 U	mg/Kg	0.0030	0.00070	M
1,2-Dibromo-3-Chloropropane	0.00060 U	mg/Kg	0.0030	0.00060	M
1,2,4-Trichlorobenzene	0.00080 U	mg/Kg	0.0030	0.00080	M
Naphthalene	0.00067 U	mg/Kg	0.0030	0.00067	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Results	Units	PQL	MDL	Lab
Hexachlorobutadiene	0.00074 U	mg/Kg	0.0030	0.00074	M
1,2,3-Trichlorobenzene	0.00079 U	mg/Kg	0.0030	0.00079	M
Xylene (Total)	0.0011 U	mg/Kg	0.0060	0.0011	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	49	98	69 - 134	M
Bromofluorobenzene (S)	ug/L	50	52	104	79 - 126	M
Toluene-d8 (S)	ug/L	50	48	97	72 - 122	M

Matrix Spike (5084412); Original (M2306853001); Parent Lab Sample (M2306853001)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Dichlorodifluoromethane	mg/Kg	0.02	.017	84	10 - 150	M
Chloromethane	mg/Kg	0.02	.017	85	50 - 136	M
Vinyl Chloride	mg/Kg	0.02	.017	83	56 - 135	M
Bromomethane	mg/Kg	0.02	.017	88	53 - 143	M
Chloroethane	mg/Kg	0.02	.028	139	59 - 139	M
Trichlorofluoromethane	mg/Kg	0.02	.015	77	62 - 140	M
Acetone	mg/Kg	0.02	.023	115	36 - 164	M
1,1-Dichloroethylene	mg/Kg	0.02	.019	96	70 - 131	M
Methylene Chloride	mg/Kg	0.02	.023	116	70 - 128	M
Carbon Disulfide	mg/Kg	0.02	.018	91	63 - 132	M
trans-1,2-Dichloroethylene	mg/Kg	0.02	.019	93	74 - 125	M
Methyl tert-butyl Ether (MTBE)	mg/Kg	0.02	.018	89	73 - 125	M
1,1-Dichloroethane	mg/Kg	0.02	.018	91	76 - 125	M
2-Butanone (MEK)	mg/Kg	0.02	.017	83	51 - 148	M
cis-1,2-Dichloroethylene	mg/Kg	0.02	.018	92	77 - 123	M
Chloroform	mg/Kg	0.02	.018	91	78 - 123	M
1,2-Dichloroethane	mg/Kg	0.02	.017	87	73 - 128	M
1,1,1-Trichloroethane	mg/Kg	0.02	.018	89	73 - 130	M
Carbon Tetrachloride	mg/Kg	0.02	.018	88	70 - 135	M
Benzene	mg/Kg	0.02	.017	88	77 - 121	M
1,2-Dichloropropane	mg/Kg	0.02	.018	89	76 - 123	M
Trichloroethene	mg/Kg	0.02	.017	87	77 - 123	M
Bromodichloromethane	mg/Kg	0.02	.017	86	75 - 127	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
cis-1,3-Dichloropropene	mg/Kg	0.02	.016	79	74 - 126	M
4-Methyl-2-pentanone (MIBK)	mg/Kg	0.02	.017	83	65 - 135	M
trans-1,3-Dichloropropylene	mg/Kg	0.02	.016	81	71 - 130	M
1,1,2-Trichloroethane	mg/Kg	0.02	.016	82	78 - 121	M
Toluene	mg/Kg	0.02	.017	87	77 - 121	M
2-Hexanone	mg/Kg	0.02	.015	78	53 - 145	M
Dibromochloromethane	mg/Kg	0.02	.017	86	74 - 126	M
Ethylene Dibromide (EDB)	mg/Kg	0.02	.018	90	78 - 122	M
Tetrachloroethylene (PCE)	mg/Kg	0.02	.017	86	73 - 128	M
Chlorobenzene	mg/Kg	0.02	.017	84	79 - 120	M
Ethylbenzene	mg/Kg	0.02	.017	86	76 - 122	M
Bromoform	mg/Kg	0.02	.015	73	67 - 132	M
Styrene	mg/Kg	0.02	.016	79	76 - 124	M
1,1,2,2-Tetrachloroethane	mg/Kg	0.02	.015	77	70 - 124	M
Isopropylbenzene	mg/Kg	0.02	.017	83	68 - 134	M
1,3-Dichlorobenzene	mg/Kg	0.02	.016	82	77 - 121	M
1,4-Dichlorobenzene	mg/Kg	0.02	.016	83	75 - 120	M
1,2-Dichlorobenzene	mg/Kg	0.02	.016	80	78 - 121	M
1,2-Dibromo-3-Chloropropane	mg/Kg	0.02	.016	82	61 - 132	M
1,2,4-Trichlorobenzene	mg/Kg	0.02	.016	78	67 - 129	M
Xylene (Total)	mg/Kg	0.06	.05	83	78 - 124	M
1,1-Dichloropropene	mg/Kg	0.02	.017	87	76 - 125	M
1,1,1,2-Tetrachloroethane	mg/Kg	0.02	.02	100	78 - 125	M
1,2,3-Trichlorobenzene	mg/Kg	0.02	.015	76	66 - 130	M
1,2,3-Trichloropropane	mg/Kg	0.02	.02	99	73 - 125	M
1,2,4-Trimethylbenzene	mg/Kg	0.02	.016	83	75 - 123	M
1,3,5-Trimethylbenzene	mg/Kg	0.02	.016	82	73 - 124	M
1,3-Dichloropropane	mg/Kg	0.02	.017	83	77 - 121	M
2,2-Dichloropropane	mg/Kg	0.02	.016	82	67 - 133	M
2-Chloroethyl Vinyl Ether	mg/Kg	0.02	.018	89	43 - 149	M
2-Chlorotoluene	mg/Kg	0.02	.017	86	75 - 122	M
4-Chlorotoluene	mg/Kg	0.02	.016	83	72 - 124	M
Acrolein (Propenal)	mg/Kg	0.0990	.074	74	10 - 150	M
Bromobenzene	mg/Kg	0.02	.016	82	78 - 121	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
Dibromomethane	mg/Kg	0.02	.016	82	78 - 125	M
Hexachlorobutadiene	mg/Kg	0.02	.017	87	61 - 135	M
Naphthalene	mg/Kg	0.02	.014	70	62 - 129	M
n-Butylbenzene	mg/Kg	0.02	.017	85	70 - 128	M
n-propylbenzene	mg/Kg	0.02	.017	84	73 - 125	M
sec-butylbenzene	mg/Kg	0.02	.017	86	73 - 126	M
Vinyl Acetate	mg/Kg	0.02	.02	103	10 - 150	M
Acrylonitrile	mg/Kg	0.02	.016	82	65 - 134	M
Iodomethane (Methyl Iodide)	mg/Kg	0.02	.018	92	10 - 150	M
tert-butylbenzene	mg/Kg	0.02	.017	84	73 - 125	M
Bromochloromethane	mg/Kg	0.02	.016	82	78 - 125	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	49	98	69 - 134	M
Bromofluorobenzene (S)	ug/L	50	46	93	79 - 126	M
Toluene-d8 (S)	ug/L	50	46	93	72 - 122	M

Lab Control Sample (5086770); Lab Control Sample Duplicate (5086769); Parent Lab Sample (M2306853001, M2306853002, M2306853003)

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Dichlorodifluoromethane	mg/Kg	0.02	.019	96	10 - 150	.018	91	6	20	M
Chloromethane	mg/Kg	0.02	.019	97	50 - 136	.019	96	1	20	M
Vinyl Chloride	mg/Kg	0.02	.019	95	56 - 135	.02	98	3	20	M
Bromomethane	mg/Kg	0.02	.02	100	53 - 143	.02	98	3	20	M
Chloroethane	mg/Kg	0.02	.019	94	59 - 139	.019	94	1	20	M
Trichlorofluoromethane	mg/Kg	0.02	.022	111	62 - 140	.021	104	7	20	M
Acetone	mg/Kg	0.02	.022	110	36 - 164	.021	106	4	20	M
1,1-Dichloroethylene	mg/Kg	0.02	.024	118	70 - 131	.024	118	1	20	M
Methylene Chloride	mg/Kg	0.02	.016	81	70 - 128	.02	99	19	20	M
Carbon Disulfide	mg/Kg	0.02	.022	109	63 - 132	.023	114	4	20	M
trans-1,2-Dichloroethylene	mg/Kg	0.02	.024	118	74 - 125	.023	113	5	20	M
Methyl tert-butyl Ether (MT	mg/Kg	0.02	.017	85	73 - 125	.02	100	16	20	M
1,1-Dichloroethane	mg/Kg	0.02	.023	114	76 - 125	.022	111	2	20	M
2-Butanone (MEK)	mg/Kg	0.02	.021	103	51 - 148	.021	106	2	20	M
cis-1,2-Dichloroethylene	mg/Kg	0.02	.022	111	77 - 123	.022	112	1	20	M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
Chloroform	mg/Kg	0.02	.022	109	78 - 123	.022	112	2	20	M
1,2-Dichloroethane	mg/Kg	0.02	.022	110	73 - 128	.021	106	4	20	M
1,1,1-Trichloroethane	mg/Kg	0.02	.021	105	73 - 130	.022	112	6	20	M
Carbon Tetrachloride	mg/Kg	0.02	.021	106	70 - 135	.023	117	10	20	M
Benzene	mg/Kg	0.02	.022	108	77 - 121	.022	111	3	20	M
1,2-Dichloropropane	mg/Kg	0.02	.022	108	76 - 123	.022	111	3	20	M
Trichloroethene	mg/Kg	0.02	.022	110	77 - 123	.021	104	6	20	M
Bromodichloromethane	mg/Kg	0.02	.021	107	75 - 127	.021	107	0	20	M
cis-1,3-Dichloropropene	mg/Kg	0.02	.02	99	74 - 126	.022	112	12	20	M
4-Methyl-2-pentanone (MIB	mg/Kg	0.02	.02	100	65 - 135	.023	113	12	20	M
trans-1,3-Dichloropropylene	mg/Kg	0.02	.02	99	71 - 130	.023	114	13	20	M
1,1,2-Trichloroethane	mg/Kg	0.02	.02	100	78 - 121	.022	112	11	20	M
Toluene	mg/Kg	0.02	.021	104	77 - 121	.02	100	3	20	M
2-Hexanone	mg/Kg	0.02	.019	96	53 - 145	.02	100	4	20	M
Dibromochloromethane	mg/Kg	0.02	.019	93	74 - 126	.019	96	2	20	M
Ethylene Dibromide (EDB)	mg/Kg	0.02	.018	91	78 - 122	.019	95	5	20	M
Tetrachloroethylene (PCE)	mg/Kg	0.02	.02	101	73 - 128	.02	102	1	20	M
Chlorobenzene	mg/Kg	0.02	.02	98	79 - 120	.02	101	3	20	M
Ethylbenzene	mg/Kg	0.02	.02	102	76 - 122	.021	104	2	20	M
Bromoform	mg/Kg	0.02	.018	91	67 - 132	.02	98	7	20	M
Styrene	mg/Kg	0.02	.019	93	76 - 124	.019	96	3	20	M
1,1,2,2-Tetrachloroethane	mg/Kg	0.02	.019	97	70 - 124	.021	105	8	20	M
Isopropylbenzene	mg/Kg	0.02	.021	107	68 - 134	.02	102	5	20	M
1,3-Dichlorobenzene	mg/Kg	0.02	.022	108	77 - 121	.021	105	3	20	M
1,4-Dichlorobenzene	mg/Kg	0.02	.022	112	75 - 120	.021	104	7	20	M
1,2-Dichlorobenzene	mg/Kg	0.02	.022	109	78 - 121	.021	105	4	20	M
1,2-Dibromo-3-Chloropropa	mg/Kg	0.02	.021	105	61 - 132	.021	104	1	20	M
1,2,4-Trichlorobenzene	mg/Kg	0.02	.02	101	67 - 129	.02	101	0	20	M
Xylene (Total)	mg/Kg	0.06	.061	101	78 - 124	.064	106	5	20	M
1,1-Dichloropropene	mg/Kg	0.02	.021	104	76 - 125	.022	109	5	20	M
1,1,1,2-Tetrachloroethane	mg/Kg	0.02	.019	95	78 - 125	.019	97	2	20	M
1,2,3-Trichlorobenzene	mg/Kg	0.02	.021	105	66 - 130	.018	92	13	20	M
1,2,3-Trichloropropane	mg/Kg	0.02	.018	92	73 - 125	.02	99	7	20	M

Certificate of Analysis

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NELAP Accredited E82535

Advanced Environmental Laboratories, Inc
10200 USA Today Way Miramar, FL 33025
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (954) 889-2288
Fax: (954) 889-2281

FINAL - REVISION

Workorder: NBV (M2306853)

QC Batch: MSVm/5080
Preparation Method: SW-846 5035
Associated Lab IDs: M2306853001, M2306853002, M2306853003

Analysis Method: SW-846 8260D

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
1,2,4-Trimethylbenzene	mg/Kg	0.02	.022	112	75 - 123	.021	105	6	20	M
1,3,5-Trimethylbenzene	mg/Kg	0.02	.023	115	73 - 124	.021	106	7	20	M
1,3-Dichloropropane	mg/Kg	0.02	.019	93	77 - 121	.019	95	3	20	M
2,2-Dichloropropane	mg/Kg	0.02	.019	95	67 - 133	.022	108	13	20	M
2-Chloroethyl Vinyl Ether	mg/Kg	0.02	.022	108	43 - 149	.022	110	2	20	M
2-Chlorotoluene	mg/Kg	0.02	.022	112	75 - 122	.021	107	5	20	M
4-Chlorotoluene	mg/Kg	0.02	.022	109	72 - 124	.019	97	11	20	M
Acrolein (Propenal)	mg/Kg	0.10	.094	94	10 - 150	.093	93	1	20	M
Bromobenzene	mg/Kg	0.02	.022	110	78 - 121	.021	103	6	20	M
Dibromomethane	mg/Kg	0.02	.021	103	78 - 125	.021	105	2	20	M
Hexachlorobutadiene	mg/Kg	0.02	.021	107	61 - 135	.022	108	1	20	M
Naphthalene	mg/Kg	0.02	.018	92	62 - 129	.019	94	2	20	M
n-Butylbenzene	mg/Kg	0.02	.022	109	70 - 128	.021	105	3	20	M
n-propylbenzene	mg/Kg	0.02	.023	116	73 - 125	.022	111	5	20	M
sec-butylbenzene	mg/Kg	0.02	.022	111	73 - 126	.021	105	6	20	M
Vinyl Acetate	mg/Kg	0.02	.024	120	10 - 150	.023	114	5	20	M
Acrylonitrile	mg/Kg	0.02	.021	103	65 - 134	.023	115	11	20	M
Iodomethane (Methyl Iodid	mg/Kg	0.02	.021	106	10 - 150	.024	118	11	20	M
tert-butylbenzene	mg/Kg	0.02	.022	110	73 - 125	.021	107	3	20	M
Bromochloromethane	mg/Kg	0.02	.02	100	78 - 125	.023	114	13	20	M

Surrogates

Parameter	Units	Spiked Amount	Spike Result	Spike Recovery	Control Limits	Dup Result	Dup Recovery	RPD	RPD Limit	Lab
1,2-Dichloroethane-d4 (S)	ug/L	50	56	112	69 - 134	55	109	3		M
Bromofluorobenzene (S)	ug/L	50	57	114	79 - 126	45	91	23		M
Toluene-d8 (S)	ug/L	50	53	106	72 - 122	45	89	17		M

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FINAL - REVISION

Workorder: NBV (M2306853)

QC Cross Reference

Lab ID	Sample ID	Prep Batch	Prep Method
GCSm/3281 - FL-PRO			
M2306853001	SB-5 (0-2)	EXTm/4950	FL-PRO
M2306853002	SB-5 (2-4)	EXTm/4950	FL-PRO
M2306853003	SB-6 (2-4)	EXTm/4950	FL-PRO
ICPm/3739 - SW-846 6010			
M2306853002	SB-5 (2-4)	DGMm/4010	SW-846 3050B
MSSm/2705 - SW-846 8270C (SIM)			
M2306853001	SB-5 (0-2)	EXTm/4949	SW-846 3550B
M2306853002	SB-5 (2-4)	EXTm/4949	SW-846 3550B
M2306853003	SB-6 (2-4)	EXTm/4949	SW-846 3550B
MSVm/5080 - SW-846 8260D			
M2306853001	SB-5 (0-2)	MSVm/5079	SW-846 5035
M2306853002	SB-5 (2-4)	MSVm/5079	SW-846 5035
M2306853003	SB-6 (2-4)	MSVm/5079	SW-846 5035
WCAm/14439 - SM 2540G			
M2306853001	SB-5 (0-2)		
M2306853002	SB-5 (2-4)		
M2306853003	SB-6 (2-4)		

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Jacksonville: 6681 Southpoint Pkwy., FL 32216 • 904.363.9350 • Fax 904.363.9354 Lab ID: E82574
Tallahassee: 2639 North Monroe St., Suite D, FL 32303 • 850.219.6274 • Fax 850.219.6275 Lab ID: E811095

Page 1 of 1

9 • Fax 352.395.6639 Lab ID: E82001
3 • Fax 954.889.2281 Lab ID: E82535
1 • Fax 813.630.4327 Lab ID: E84589

M2306853

Client Name: PEAR INC	Project Name: NBV
Address: ON FILE	Project Number:
	PO Number:
Phone: (786) 229-2530	FDEP Facility No:
FAX:	FDEP Facility Address: 1851 GALLEON ST NORTH BAY VILLAGE, FL
Contact: R. THYN	
Sampled By: R. THYN	Special Instructions:
Turn Around Time: ☒ STANDARD ☐ RUSH	
AEL Profile #:	☐ ADaPT ☐ EQuIS ☐ Other

SAMPLE ID	SAMPLE DESCRIPTION	Grab Comp	SAMPLING DATE	SAMPLING TIME	MATRIX	NO. COUNT	Field-Filtered?	ANALYSIS REQUIRED: BOTTLE SIZE & TYPE	VOCs (FULL LIST)	PAHs	TRPH (FL-PRO)	4 RCRA Metals per RT	LABORATORY I.D. NUMBER
								Preservation	HCl + METHANOL	UNP	UNP		
SB-5	0-2	✓	12/8/23	11:30	SO	5			✓	✓	✓		001
SB-5	2-4	✓	"	11	"	5			✓	✓	✓	✓	002
SB-6	2-4	✓	"	12:20	"	4			✓	✓	✓		003

Matrix Code: WW = wastewater SW = surface water GW = ground water DW = drinking water O = oil A = air SO = soil SL = sludge

Preservation Code: I = ice H=(HCl) S = (H2SO4) N = (HNO3) T = (Sodium Thiosulfate)

Received on Ice ☒ Yes ☒ No ☐ Temp taken from sample ☐ Temp from blank ☐ Where required, pH checked Temp. when received (observed) 2.0 °C Temp. when received (corrected) _____ °C

DCN: AD-D051web Form last revised 08/07/2019 Device used for measuring Temp by unique identifier (circle IR temp gun used) J: 9A G: LT-1 T: 10A A: 3A (M: 3A) S: 1V F: 1A

	Relinquished by:	Date	Time	Received by:	Date	Time
1	R. Thyn	12/8/23	1453		12/8/23	14:53
2						
3						
4						

FOR DRINKING WATER USE:
(When PWS Information not otherwise supplied) PWS ID: _____
Contact Person: _____ Phone : _____
Supplier of Water: _____
Site-Address: _____

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Amending the Fiscal Year 2023-2024 Budget to Transfer from Enterprise Fund Reserves to Provide For Sewer and Sanitation Funds - *Village Manager Dr. Ralph Rosado (Public Works Director Marlon Lobban)***

RECOMMENDATION

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

Approve a budget transfer of $25,000 to the Enterprise Fund Sanitation Department Contingency Account and $25,000 to the Sewer Department Contingency Account for unforeseen repairs to Sanitation and Sewer Vehicles and Other Repairs & Maintenance.

BACKGROUND AND ANALYSIS

Due to repair expenses incurred by the Village's Sanitation trucks and operation vehicles in the current fiscal year, the Public Works Department has almost depleted all the funds allocated for vehicle repair and maintenance in the Sanitation and Sewer Departmental accounts. Staff is seeking the Village Commission's approval to transfer $25,000 from Enterprise Appropriation of Fund Balance into each of the Contingency accounts. The Contingency Funds will be utilized to address any unforeseen issues that may arise in the maintenance and servicing of our sewer infrastructure, as well as for repairs and maintenance required for Operation Division vehicles. All Contingency Funds will be utilized transparently through a 5% budget amendment notification to the Commission.

It is recommended that the Village Commission approve the proposed budget amendment for

the Public Works Department.

Approval of this item will promote the Pillar of Efficiency.

Efficiency is the ability to minimize wasting materials, energy, effort, money, and time in doing something or in producing a desired result. In a more general sense, it is the ability to do things well, successfully, and without waste.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Enterprise Fund - Transfer from Appropriation of Fund Balance (430.00.389.3890) $50,000 and Transfer to Contingency-Sewer (430.35.535.9000) $25,000 and Transfer to Contingency-Sanitation (430.37.534.9000) $25,000.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving BA - Sanitation Vehicles.DOCX
Exhibit A Budget Amendment Form-Contingency.pdf
Detail vs Budget Report Sewer & Sanitation.pdf

RESOLUTION NO. 2024- _____

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department	Sewer & Sanitation	Date	2/13/2024
Fund(s) to be changed: Enterprise Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
430.35.535.9000	Contingency	$ 25,000.00	
430.37.534.9000	Contingency	$ 25,000.00	
430.00.389.3890	Appropriation of Fund Balance		$ 25,000.00
430.00.389.3890	Appropriation of Fund Balance		$ 25,000.00
TOTAL (Columns must be equal)		**$ 50,000.00**	**$ 50,000.00**

Description:

Transfer Enterrprise Fund Balance to the Sewer & Sanitation Departments' Contingency Accounts to replenish depleted accounts due to unexpected vehicle repairs.



North Bay Village, FL

Detail vs Budget Report
Account Detail
Date Range: 10/01/2023 - 09/30/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430 - UTILITIES								
430-35-535-3110	Engineering & Planning	0.00	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
430-35-535-4315	Electric, Gas & Water	12,616.92	60,000.00	0.00	22,881.29	22,881.29	24,501.79	40.84%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/15/2023	APPKT12353	OCT 2023	112719	MONTHLY WATER SERVICE FY 2023-2024 ...	CONBV - NORTH BAY VILLAGE		319.89
11/16/2023	APPKT12353	OCT 2023	FPL-DFT0001496	MONTHLY CHARGES FY23-24 -OCT 2023	FPL - FLORIDA POWER & LIGHT COMPANY		5,554.96
12/05/2023	APPKT12468	NOV 2023	FPLDFT0001533	MONTHLY CHARGES FY23-24 - NOV 2023	FPL - FLORIDA POWER & LIGHT COMPANY		5,570.74
12/28/2023	POPKT06225	NOV 2023	112767	MONTHLY WATER SERVICES-FY2023-2024...	CONBV - NORTH BAY VILLAGE		1,037.22
01/04/2024	APPKT12723	DEC 2023	FPLDFT0001569	MONTHLY CHARGES FY23-23-DEC 2023	FPL - FLORIDA POWER & LIGHT COMPANY		5,132.45
01/24/2024	POPKT06297	DEC 2023	112825	MONTHLY WATER SERVICES-FY2023-2024...	CONBV - NORTH BAY VILLAGE		2,025.97
01/29/2024	APPKT12908	JAN 2024	FPLDFT0001593	MONTHLY CHARGES FY 2023-2024 - JAN 2...	FPL - FLORIDA POWER & LIGHT COMPANY		3,240.06

430-35-535-4410	Vehicle Lease	8,328.00	8,500.00	0.00	172.00	172.00	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
12/11/2023	POPKT06161	FBN4863122	13758	TRUCK LEASES-SEWER-OCT 2023	01150 - ENTERPRISE FM TRUST		43.00
12/11/2023	POPKT06162	FBN4884606	13760	TRUCK LEASES-SEWER-NOV 2023	01150 - ENTERPRISE FM TRUST		43.00
12/11/2023	POPKT06163	FBN4912550	13759	TRUCK LEASES-SEWER-DEC 2023	01150 - ENTERPRISE FM TRUST		43.00
01/31/2024	POPKT06331	FBN4936958	13895	TRUCK LEASES-SEWER-JAN 2024	01150 - ENTERPRISE FM TRUST		43.00

430-35-535-4601	Repair & Maintenance Vehicle	0.00	5,246.73	0.00	5,246.73	5,246.73	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/27/2023	APPKT12397	46855	112736	EMERGENCY TRUCK REPAIRS 1806	CITYMB - CITY OF MIAMI BEACH		220.81
12/31/2023	APPKT12618	DEC 2023-M COOK5		EMERGENCY PURCHASE - BATTERY	AMEXPR - AMERICAN EXPRESS		228.43
01/02/2024	APPKT12618	73516717	13868	ITEMS TO REPAIR TRUCK SEWER	SYKES - SYKES ACE HARDWARE		84.94
02/02/2024	APPKT12893	321506	112829	EMERGENCY REPAIR FIELD TRUCK #1806	01186 - TROPICAL CHEVROLET		4,712.55

430-35-535-4602	Repair & Maintenance Equipment	0.00	7,500.00	0.00	5,558.04	5,558.04	1,941.96	25.89%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/24/2023	APPKT12153	INV2343	13672	EMERG LIGHTING FOR MAIN PUMP STATI...	02172 - GOZLAN ELECTRIC LLC		4,131.24
11/01/2023	APPKT12383	796766-R	13602	FLORIDA DEPARTMENT OF ENVIROMENTA...	01122 - FLORIDA DEPARTMENT OF ENVIROM...		-45.00
11/15/2023	APPKT12353	796766	112721	STORAGE TANK REGISTRATION RENEWAL ...	DEP - DEP-STORAGE TANK REGISTRATION		45.00
01/02/2024	POPKT06249	15039	13812	EMERGENCY REPAIR TO CITY PUMP STATI...	01672 - DONERITE PUMPS INC		1,426.80

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-4607	Repair & Maintenance Lift Stations	0.00	19,130.03	0.00	13,380.00	13,380.00	5,750.03	30.06%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/19/2023	APPKT12153	14632	13657	EMERGENCY REPAIR PUMP #1 HISPANOLA...	01672 - DONERITE PUMPS INC		3,450.00
01/02/2024	POPKT06250	15038	13812	EMERGENCY REPAIR FOR CITY HALL STATI...	01672 - DONERITE PUMPS INC		9,930.00

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-4608	Repair & Maintenance Sewer Lines	0.00	19,000.00	0.00	3,100.00	3,100.00	15,900.00	83.68%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/17/2023	APPKT12353	23-858	112722	PROFESSIONAL SERVICES AGREEMENT	01846 - FLOTECH ENVIRONMENTAL, LLC		1,550.00
12/06/2023	APPKT12508	23-967	112750	CONTRACT WORK	01846 - FLOTECH ENVIRONMENTAL, LLC		1,550.00

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5202	Chemicals	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
430-35-535-5205	Gas & Oil	9,202.65	10,000.00	0.00	797.35	797.35	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/18/2023	POPKT06044	92953402	WRIGHTEXPRESS...	SEWER GAS CARD-OCT 2023	WRIGHT - WRIGHT EXPRESS		320.10
12/05/2023	POPKT06143	93666554	WRIGHTEXPRESS...	SEWER GAS CARD-NOV 2023	WRIGHT - WRIGHT EXPRESS		196.58
01/02/2024	POPKT06244	94230520	WRIGHTEXPRESS...	GAS CARD FY2023-2024-DEC 2023	WRIGHT - WRIGHT EXPRESS		280.67

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5220	Minor Tools & Equip	0.00	500.00	0.00	120.84	120.84	379.16	75.83%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/17/2023	APPKT12397	73505386	13756	ITEMS TO REPAIR AIR RELEASE VALVE IN ...	SYKES - SYKES ACE HARDWARE		120.84

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5231	Special Department Supplies	0.00	500.00	0.00	18.98	18.98	481.02	96.20%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/24/2023	APPKT12153	1J6D-MHJ-1GXW	13627	REPLACED DAMAGED STORAGE CLIPBOAR...	01763 - AMAZON CAPITAL SERVICES		18.98

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5324	Temporary Personnel	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
430-35-535-5390	Sewerage Disposal	612,533.97	1,063,732.00	0.00	451,198.03	451,198.03	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/07/2023	POPKT06023	WS00000850	112695	OCT 2023 39,841,100 GAL SEWER PURCH...	MDWSEW - MIAMI-DADE WATER & SEWER		197,297.25
12/05/2023	POPKT06139	WS00000862	112739	NOV 2023 33,267,700 GAL SEWER PURCH...	MDWSEW - MIAMI-DADE WATER & SEWER		135,368.15
01/09/2024	POPKT06270	WW00000877	112775	DEC 2023 28,386,000 GAL SEWER PURCHA...	MDWSEW - MIAMI-DADE WATER & SEWER		118,532.63

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5555	Uniforms	1,228.77	1,500.00	0.00	271.23	271.23	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/03/2023	POPKT06015	3100103289	112705	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		41.64
11/03/2023	POPKT06016	3100104548	112705	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		41.64
11/03/2023	POPKT06017	3100105742	112705	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
11/03/2023	POPKT06018	3100107070	112705	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-5555	Uniforms - Continued	1,228.77	1,500.00	0.00	271.23	271.23	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/17/2023	POPKT06038	3100108201	112712	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
11/17/2023	POPKT06040	3100109539	112712	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
11/17/2023	POPKT06041	3100110604	112712	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/02/2023	POPKT06104	3100111943	112743	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/04/2023	POPKT06127	3100113140	112743	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/19/2023	POPKT06191	3100114487	112756	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/19/2023	POPKT06192	3100115634	112756	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/22/2023	POPKT06218	3100116777	112765	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
12/29/2023	POPKT06226	3100118040	112768	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
01/09/2024	POPKT06272	3100119370	112777	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
01/22/2024	POPKT06292	3100121953	112807	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
01/22/2024	POPKT06293	3100120624	112807	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53
01/30/2024	POPKT06318	3100123256	112831	SEWER MAINTENANCE EMPLOYEES UNIF...	02127 - UNIFIRST CORPORATION		12.53

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-35-535-9165	Transfer to Sewer Improvements Trust	0.00	249,105.00	0.00	20,758.76	20,758.76	228,346.24	91.67%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/01/2023	GLPKT21684	JN03909		JE STATE DEP LOAN #803060 MONTHLY T...			4,705.19
10/01/2023	GLPKT21684	JN03909		JE STATE DEP LOAN# 130410 MONTHLY T...			209.76
10/01/2023	GLPKT21684	JN03909		JE STATE DEP INTEREST#130460 MONTHLY..			290.19
10/01/2023	GLPKT21684	JN03909		JE STATE DEP INTEREST#130411 MONTHLY..			290.44
10/01/2023	GLPKT21684	JN03909		JE STATE DEP LOAN #130460 MONTHLY T...			834.34
10/01/2023	GLPKT21684	JN03909		JE STATE DEP INTEREST #803061 MONTHL...			288.68
10/01/2023	GLPKT21684	JN03909		JE STATE DEP LOAN#130411 MONTHLY TR...			11,849.87
10/01/2023	GLPKT21684	JN03909		JE STATE DEP INTEREST #803060 MONTHL...			755.16
10/01/2023	GLPKT21684	JN03909		JE STATE DEP INTEREST #130410 MONTHL...			61.18
10/01/2023	GLPKT21684	JN03909		JE STATE DEP LOAN #803061 MONTHLY T...			1,473.95

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-4304	Recycling Services	104,425.92	147,109.00	0.00	42,683.08	42,683.08	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/16/2023	POPKT06032	01-100937	13703	RECYCLING SINGLE FAMILY HOMES OCT 2...	MDCSWM - MIAMI-DADE COUNTY		2,328.80
12/04/2023	POPKT06126	3063720W440	WASTECONNECTI...	RECYCLING MULTI-FAM & COMMERCIAL -...	BFI - WASTE CONNECTIONS OF FLORIDA		9,021.15
12/15/2023	POPKT06185	3049180W440	WASTECONNECTI...	RECYCLING MULTI-FAM & COMMERCIAL -...	BFI - WASTE CONNECTIONS OF FLORIDA		9,137.12
12/15/2023	POPKT06186	01-100945/2023	13777	RECYCLING_SINGLE FAMILY HOMES-NOV ...	MDCSWM - MIAMI-DADE COUNTY		2,328.80
01/25/2024	POPKT06302	01-100955	13902	RECYCLING_SINGLE FAMILY HOMES - DEC ...	MDCSWM - MIAMI-DADE COUNTY		2,328.80
01/29/2024	POPKT06313	3078172W440	WASTECONNECTI...	RECYCLING MULTI-FAM & COMMERCIAL - ...	BFI - WASTE CONNECTIONS OF FLORIDA		8,840.16
01/29/2024	POPKT06315	3092569W440	WASTECONNECTI...	RECYCLING MULTI-FAM & COMMERCIAL - ...	BFI - WASTE CONNECTIONS OF FLORIDA		8,698.25

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-4410	Vehicle Lease	0.00	86,687.00	0.00	28,895.60	28,895.60	57,791.40	66.67%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/03/2023	APPKT12037	OCT 2023	DFT0001460	ACH PAYMENT-REAR MAC MRU613/GRAP...	01496 - KS STATEBANK		7,223.90

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-4410	Vehicle Lease - Continued	0.00	86,687.00	0.00	28,895.60	28,895.60	57,791.40	66.67%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/01/2023	APPKT12308	NOV 2023	DFT0001486	ACH PYMT-REAR MAC MRU613/GRAPPLE ...	01496 - KS STATEBANK		7,223.90
12/05/2023	APPKT12489	DEC 2023	DFT0001511	ACH PYMT-REAR MAC MRU613/GRAPPLE ...	01496 - KS STATEBANK		7,223.90
01/03/2024	APPKT12782	JAN 2024	DFT0001578	ACH PAYMENT-REAR MAC MRU613/GRAP...	01496 - KS STATEBANK		7,223.90

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-4601	Repair & Maintenance Vehicle	21,998.40	66,000.00	0.00	32,191.52	32,191.52	11,810.08	17.89%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/07/2023	APPKT12261	4017629	13673	EMERGENCY TRANSPORT OF SANITATION ...	KAUFFS - KAUFF'S OF MIAMI, INC.		536.25
11/27/2023	APPKT12397	46855	112736	EMERGENCY TRUCK REPAIRS 1804	CITYMB - CITY OF MIAMI BEACH		2,670.41
11/30/2023	APPKT12271	NOV 2023-M COOK2	AMEXDFT0001592	HAYDRAULIC MOBILE SRVC EMERG REPAIR..	AMEXPR - AMERICAN EXPRESS		1,529.55
12/01/2023	APPKT12397	4014769	13749	TOWED TRUCK 1802 TO NEXTRAN FOR RE...	KAUFFS - KAUFF'S OF MIAMI, INC.		618.75
12/07/2023	APPKT12508	12-347204	13770	EMERGENCY TIRE REPAIR TRUCK 1802	01541 - BOULEVARD TIRE CENTER		2,109.94
12/07/2023	APPKT12508	12-GS347206	13770	EMERGENCY TIRE SERVICE-TRUCK 1802	01541 - BOULEVARD TIRE CENTER		2,215.18
12/08/2023	APPKT12508	07W18738	112751	EMERGENCY REPAIR SANITATION TRUCK ...	NEXTRA - NEXTRAN TRUCK CENTER		10,701.10
12/08/2023	APPKT12508	07W19226	112751	EMERGENCY SANITATION TRUCK REPAIR ...	NEXTRA - NEXTRAN TRUCK CENTER		6,601.60
01/12/2024	APPKT12745	73522459	13877	SUPPLIES TO WELD DDOOR LATCH TTRUCK..	SYKES - SYKES ACE HARDWARE		19.98
01/17/2024	APPKT12893	47860	112816	FIELD TRUCK MAINTENANCE & REPAIR #1...	CITYMB - CITY OF MIAMI BEACH		2,641.25
01/17/2024	APPKT12893	INV0129	13880	DUMPSTER REPAIRS	02146 - ALPHA MOBILE WELDING & FABRICAT..		1,800.00
01/31/2024	APPKT12909	JAN 2024-M COOK4		HYDRAULIC SALES EMERGENCY REPAIR #1...	AMEXPR - AMERICAN EXPRESS		747.51

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-4602	Repair & Maintenance Equipment	0.00	14,000.00	0.00	10,880.00	10,880.00	3,120.00	22.29%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/19/2023	APPKT12153	73495230	13677	SPRAY PAINT/HINGE/GLOVES FOR SANITA...	SYKES - SYKES ACE HARDWARE		67.95
10/31/2023	APPKT12165	OCT 2023 M.COOK-8	AMEXDFT0001524	WASTEBUILT REPAIRS AND PARTS FOR D...	AMEXPR - AMERICAN EXPRESS		532.35
12/06/2023	POPKT06144	INV0120	13740	EMERGENCY REPAIRS DUMPSTERS	02146 - ALPHA MOBILE WELDING & FABRICAT..		2,375.00
12/31/2023	APPKT12618	DEC 2023-M COOK1		REPAIR SANITATION TRUCK 1802	AMEXPR - AMERICAN EXPRESS		2,553.76
12/31/2023	APPKT12618	DEC 2023-M COOK3		HY	AMEXPR - AMERICAN EXPRESS		585.00
01/17/2024	APPKT12893	INV0129	13880	DUMPSTER REPAIRS	02146 - ALPHA MOBILE WELDING & FABRICAT..		2,500.00
01/29/2024	APPKT12893	12-349448	13888	TIRES FOR SANITATION TRUCK #1802	01541 - BOULEVARD TIRE CENTER		2,265.94

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5202	Chemicals	0.00	1,500.00	0.00	771.03	771.03	728.97	48.60%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/31/2023	APPKT12165	OCT 2023 M.COOK-7	AMEXDFT0001524	LIFT STATION DEGREASER	AMEXPR - AMERICAN EXPRESS		683.11
01/29/2024	APPKT12893	73526685	13909	RAT DETERRENT SUPPLIES FOR GARBAGE ...	SYKES - SYKES ACE HARDWARE		54.94
01/29/2024	APPKT12893	73526869	13909	ADDITIONAL RAT DETERRENT SUPPLIES-S...	SYKES - SYKES ACE HARDWARE		32.98

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5205	Gas & Oil	33,912.05	50,000.00	0.00	16,087.95	16,087.95	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/24/2023	POPKT05915	3568812	13639	FY 2024 BUDGET-DIESEL FOR SANITATION...	PORTCO - PORT CONSOLIDATED		5,917.36
11/07/2023	POPKT06025	3581881	13675	DIESEL/ HYDRAULIC OIL FOR DRUM-FIELD ...	PORTCO - PORT CONSOLIDATED		2,564.72
12/06/2023	POPKT06148	3599781	13752	FY 2024 BUDGET-DIESEL FOR SANITATION...	PORTCO - PORT CONSOLIDATED		2,846.10

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5205	Gas & Oil - Continued	33,912.05	50,000.00	0.00	16,087.95	16,087.95	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
12/19/2023	POPKT06190	3634818	13798	FY 2024 BUDGET-DIESEL FOR SANITATION...	PORTCO - PORT CONSOLIDATED		4,759.77

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5231	Special Department Supplies	0.00	1,000.00	0.00	43.97	43.97	956.03	95.60%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/24/2023	APPKT12153	73496763	13677	FIELD SUPPLIES-SANITATION CREW	SYKES - SYKES ACE HARDWARE		43.97

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5324	Temporary Personnel	8,698.87	100,000.00	0.00	52,566.71	52,566.71	38,734.42	38.73%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
10/26/2023	POPKT05937	28361640	13638	PEOPLE READY_TEMPORARY LABOR_10/0...	LABORR - PEOPLE READY FLORIDA INC		3,640.86
10/26/2023	POPKT05938	28374860	13638	PEOPLE READY_TEMPORARY LABOR_10/0...	LABORR - PEOPLE READY FLORIDA INC		3,919.16
11/02/2023	POPKT06012	28387269	13688	PEOPLE READY_TEMPORARY LABOR_10/1...	LABORR - PEOPLE READY FLORIDA INC		3,988.76
11/02/2023	POPKT06013	28398768	13690	PEOPLE READY_TEMPORARY LABOR_10/2...	LABORR - PEOPLE READY FLORIDA INC		3,710.48
11/02/2023	POPKT06021	28398768CM		REVERSE ENTRY NEED TO INCREASE PO	LABORR - PEOPLE READY FLORIDA INC		-11,548.78
11/02/2023	APPKT12421	Item - 28398768CM : Ve...		REVERSE ENTRY NEED TO INCREASE PO			11,548.78
11/22/2023	POPKT06062	28411180	13713	TEMPORARY LABOR - 10/30-11/05/2023	LABORR - PEOPLE READY FLORIDA INC		2,904.59
11/22/2023	POPKT06063	28423226	13713	TEMPORARY LABOR - 11/06-11/12/2023	LABORR - PEOPLE READY FLORIDA INC		3,200.28
11/27/2023	POPKT06067	28433978	13751	TEMPORARY LABOR - 11/13-11/19/2023	LABORR - PEOPLE READY FLORIDA INC		2,748.05
12/06/2023	APPKT12508	28453649	13773	TEMPORARY LABOR WK 11/27 THRU 12/03	LABORR - PEOPLE READY FLORIDA INC		3,548.18
12/09/2023	APPKT12508	28443269	13773	TEMPORARY LABOR - 11/20-11/26/2023	LABORR - PEOPLE READY FLORIDA INC		2,458.14
01/09/2024	POPKT06273	28498300	13832	TEMPORARY LABOR - 01/01/2024-01/07/...	LABORR - PEOPLE READY FLORIDA INC		1,147.08
01/09/2024	POPKT06274	28498300	13832	TEMPORARY LABOR 01/01/2024-01/07/2...	LABORR - PEOPLE READY FLORIDA INC		1,311.06
01/09/2024	POPKT06275	28475708	13832	TEMPORARY LABOR 12/11/2023-12/17/2...	LABORR - PEOPLE READY FLORIDA INC		944.13
01/09/2024	POPKT06276	28475708	13832	TEMP LABOR 12/11/2023-12/17/2023	LABORR - PEOPLE READY FLORIDA INC		2,279.35
01/09/2024	POPKT06277	28481607	13832	TEMP LABOR 12/18/2023-12/24/2023	LABORR - PEOPLE READY FLORIDA INC		3,443.81
01/09/2024	POPKT06278	28489821	13832	TEMP LABOR 12/25/2023-12/31/2023	LABORR - PEOPLE READY FLORIDA INC		2,342.19
01/26/2024	POPKT06304	28465331	13904	TEMPORARY LABOR - WE 12/03/2023	LABORR - PEOPLE READY FLORIDA INC		208.74
01/26/2024	POPKT06305	28464723	13904	TEMPORARY LABOR - WE 12/10/2023	LABORR - PEOPLE READY FLORIDA INC		414.85
01/26/2024	POPKT06306	28464723	13904	TEMPORARY LABOR WE 12/10/2023	LABORR - PEOPLE READY FLORIDA INC		2,425.96
01/26/2024	POPKT06307	28509571	13904	TEMPORARY LABOR WE 01/14/2024	LABORR - PEOPLE READY FLORIDA INC		2,991.54
01/26/2024	POPKT06308	28514900	13904	TEMPORARY LABOR WE 01/21/2024	LABORR - PEOPLE READY FLORIDA INC		1,994.34
01/31/2024	POPKT06328	28522410	13904	TEMPORARY LABOR WE 01/28/2024	LABORR - PEOPLE READY FLORIDA INC		1,644.03
01/31/2024	POPKT06329	28522410	13904	TEMPORARY LABOR - WE 01/2/2024	LABORR - PEOPLE READY FLORIDA INC		1,301.13

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5380	Solid Waste Disposal	385,557.98	500,091.00	0.00	114,533.02	114,533.02	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/07/2023	POPKT06022	44240	13674	SOLID WASTE DISPOSAL 10/02-10/14/202...	MDSWMD - MIAMI-DADE COUNTY		15,882.47
11/14/2023	POPKT06031	44312	13702	SOLID WASTE DISPOSAL 10/16-10/31/202...	MDSWMD - MIAMI-DADE COUNTY		17,451.70
12/08/2023	POPKT06156	44406	13762	SOLID WASTE DISPOSAL 11/01-11/15/202...	MDSWMD - MIAMI-DADE COUNTY		15,512.47
12/20/2023	POPKT06194	44487	13797	SOLID WASTE DISPOSAL 11/17-11/30/202...	MDSWMD - MIAMI-DADE COUNTY		15,994.06
01/02/2024	POPKT06246	44576	13817	SOLID WASTE DISPOSAL 12/01-12/15/202...	MDSWMD - MIAMI-DADE COUNTY		18,149.12

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430-37-534-5380	Solid Waste Disposal - Continued	385,557.98	500,091.00	0.00	114,533.02	114,533.02	0.00	0.00%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
01/25/2024	POPKT06301	44659	13901	SOLID WASTE DISPOSAL 12/18-12/30/202...	MDSWMD - MIAMI-DADE COUNTY		15,580.81
01/31/2024	POPKT06325	44742	13901	SOLID WASTE DISPOSAL 01/02-01/13/202...	MDSWMD - MIAMI-DADE COUNTY		15,962.39

430-37-534-5500	Education & Training	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
430-37-534-5555	Uniforms	3,142.56	4,000.00	0.00	855.64	855.64	1.80	0.05%

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount
11/03/2023	POPKT06015	3100103289	112705	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/03/2023	POPKT06016	3100104548	112705	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/03/2023	POPKT06017	3100105742	112705	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/03/2023	POPKT06018	3100107070	112705	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/17/2023	POPKT06038	3100108201	112712	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/17/2023	POPKT06040	3100109539	112712	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
11/17/2023	POPKT06041	3100110604	112712	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
12/02/2023	POPKT06104	3100111943	112743	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
12/04/2023	POPKT06127	3100113140	112743	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		51.92
12/19/2023	POPKT06191	3100114487	112756	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		51.92
12/19/2023	POPKT06192	3100115634	112756	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
12/19/2023	POPKT06192	3100115634	112756	ADJUSTMENT INV 3100114487	02127 - UNIFIRST CORPORATION		-1.80
12/22/2023	POPKT06218	3100116777	112765	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
12/29/2023	POPKT06226	3100118040	112768	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
01/09/2024	POPKT06272	3100119370	112777	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		51.92
01/22/2024	POPKT06292	3100121953	112807	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
01/22/2024	POPKT06293	3100120624	112807	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12
01/30/2024	POPKT06318	3100123256	112831	SANITATION EMPLOYEES UNIFORMS	02127 - UNIFIRST CORPORATION		50.12

430-37-534-6430	Machinery & Equipment	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
430 - UTILITIES Totals:		**1,201,646.09**	**2,467,600.76**	**0.00**	**823,011.77**	**823,011.77**	**442,942.90**	**17.95%**
Report Total:		**1,201,646.09**	**2,467,600.76**	**0.00**	**823,011.77**	**823,011.77**	**442,942.90**	**17.95%**

Fund Summary

Fund		Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
430 - UTILITIES		1,201,646.09	2,467,600.76	0.00	823,011.77	823,011.77	442,942.90	17.95%
	Report Total:	**1,201,646.09**	**2,467,600.76**	**0.00**	**823,011.77**	**823,011.77**	**442,942.90**	**17.95%**

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **An Ordinance Comprehensively Updating the Unified Land Development Code - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the proposed ordinance on first reading as presented by Staff.

BACKGROUND AND ANALYSIS

Purpose

To address areas of the ULDC where updates (mostly minor ones) will help improve clarity, flow, efficiency and user-friendliness of the document for the benefit of end users (e.g., realtors, designers, attorneys, residents, etc.) and administrators (i.e., Village staff, Planning and Zoning Board, and elected officials).

Background

Based on daily interaction with the ULDC and feedback from other users/impacted parties, for the past two-and-a-half years Staff has been flagging and annotating different sections within the ULDC with an eye toward introducing improvements in the following areas:

- Correction of identified scrivener's, grammatical and typographic errors.
- Update of references and cross-references, supported by the proposed introduction of hyperlinks.
- Neutralization of gendered language.
- Resolution of internal inconsistencies, which typically occur as a result of piecemeal

amendments over time.
- Alignment of regulations with policies of the updated Comprehensive Plan.
- Calibration of regulations (even recent ones) which have been found to have unintended consequences.
- Removal/replacement/update of obsolete regulations (e.g., due to changes in conditions, evolution of best practices, etc.)
- Adaptation of regulations to better reflect the development needs of the community.
- Integration of recently adopted ordinances into the body of the ULDC for a complete, cohesive document, and renumbering sections as necessary.

The proposed ordinance and exhibit are attached. In addition to commonplace clean-up actions throughout the code, some chapters and sections of the ULDC were amended more extensively. A highlight of the most substantial changes follows:

1. **Chapter 3 - Definitions:** Certain definitions have been updated to align, when necessary, with previous/recent amendments to ULDC. New definitions have been introduced to describe terms introduced through the clean-up of other parts of the ULDC in this effort.
2. **Chapter 4 - Administration and Enforcement** : Among other notable changes, the notice requirements have been clarified and improved *. In addition, provisions have been introduced allowing for the formal creation of a technical development review committee with the intent to provide coordinated feedback to applicants of development applications prior to public hearing **. (*In collaboration with the Village Clerk; ** In collaboration with the Village Clerk and the Director of Public Works).
3. **Chapter 5 - Permits and Development Approvals** : Language has been added to clarify how development applications are reviewed *; what essential and supplementary information is required to be presented for site plan reviews; and how proposed development involving government uses and facilities will be treated for purposes of development review. A missing procedure for the submittal and approval of unity of title was introduced, as well as a new procedure for the issuance of certificates of use. (*In collaboration with the Village Clerk). Levels of service have been updated to reflect the 2023 EAR-based amendments to the North Bay Village Comprehensive Plan.
4. **Chapter 6 - Nonconformities:** Regulations related to the abandonment of a nonconforming use or structure have been clarified and further detailed.
5. **Chapter 7 - Variances:** The administrative adjustment section has been modified to introduce an option for non-single-family residential development, with different thresholds but the same procedure and requirements.
6. **Chapter 8 - Zoning:** Among other changes, the provisions for approving temporary sales and marketing offices have been modified in Sec. 8.11, Use Exceptions, mirroring the model provided by the recently adopted amendment to the temporary structures section in Chapter 15. New provisions have been introduced for the approval of construction trailers. Additionally, numerous clarifications and/or deletions of duplicative or unclear language have been made in Sec. 8.17 related to supplemental development standards. For example:
    - Ambiguously written regulations for green space in the front yard, awkwardly included in the fence subsection, have been deleted and replaced in the parking subsection, with stronger and clearer restrictions on front-yard paving.
    - Also in the fence subsection, the rules pertaining to temporary construction fences covers have been further clarified.
    - The setback encroachments and swimming pool subsections have both been

updated to better address situations that are often encountered with property owners within the Village.
    - In the Green Building Program division, some point thresholds have been raised, and the menu of green feature/green techniques available as options to achieve points has been expanded.
7. **Chapter 9 - Site Design Standards:** Additional clarification was provided regarding the following:
    - Flexibility to substitute loading zone sizes, closely reflecting the same standard in Chapter 15 of the ULDC.
    - Storage of commercial vehicles in commercial or mixed use properties.
    - Alignment of tree removal provisions with Florida Statutes.
    - Improve distinction between, and overall modernization of building and site design standards to better reflect current development types and patterns.
    - Modernization of CPTED approach.
8. **Chapter 11- Signs:** Clarification of the rules for removal of abandoned signs, and introduction of language regarding ADA compliance.
9. **Chapter 15 - Form-Based Code:** Strategic clean-up of ambiguities, inconsistencies and gaps.

Update
On December 6, 2023, the Planning and Zoning Board reviewed and voted to recommend to the Commission approval of the proposed amendments, as presented by Staff.

Since the Planning and Zoning Board meeting, Staff has continued to work with CGA's traffic engineers, civil engineers, landscape architects, and planners, as well as Staff from the Village's Public Works, Code Enforcement, and Building departments, the Village Clerk and Village Attorney to further refine the proposed amendments. Feedback/recommendations from these experts has been incorporated into the attached updated package, focusing on the following aspects:

1. Level of Service (LOS) and concurrency (Chapter 5).
2. Required engineering and traffic impact statement submittals for purposes of development review.(Chapter 9).
3. Driveway standards and limitations on front yard paved areas (Chapter 9).
4. Limitations on the parking of commercial vehicles (Chapter 9).

Additionally, the Village Planner met with the Village's Sustainability and Resilience Task Force and addressed their input regarding proposed amendments to the Green Building Program (Chapter 8).

Notwithstanding the extent of the changes introduced, this effort is *not* meant to be a full overhaul of the ULDC, in the sense that there has been no major reorganization, the addition of tables or graphics, or other types of major changes.

UPDATE:
At the January 16, 2024, Village Commission meeting, the Commission voted to defer the first reading of the ordinance to allow the Commission more time to review the proposed amendments.

Since then, the Planning and Zoning Official has continued to work with professional staff to

refine the proposals and address additional issues that have been brought up.

For the convenience of the Commission, all changes introduced after the Planning and Zoning Board meeting and since the Commission's deferral are highlighted in yellow throughout the document.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
1 - Ordinance 2024-XX- ULDC Clean Up.docx
2 - Exhibit A_ULDC Clean Up - 1st reading (DRAFT 02.06.24).pdf
Notice of Public Hearing- DBR

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, the NBV100 Comprehensive Plan's policies 1.1.1 and 2.1.1 require the Village to periodically update the ULDC to ensure alignment with, and proper implementation of the land use strategies of the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan was amended through the Evaluation and Appraisal Review (EAR) process, completed via Ordinance 2023-002; and

WHEREAS, per Section 4.10 of the ULDC the Planning and Zoning Board is, among other duties, responsible for reviewing the provisions of the Unified Land Development Code at least every five (5) years, and for forwarding their recommendations to the Village Commission; and

WHEREAS, the last comprehensive update of the ULDC was in 2019 via Ordinance No. 2019-001A; and

WHEREAS, the Village Commission desires to comprehensively update and amend the ULDC, as provided in this Ordinance, to be consistent with the Comprehensive Plan and the provisions of the ULDC; and

WHEREAS, on December 6, 2023, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on_____, 2024; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending and Updating the ULDC. That the ULDC of North Bay Village is hereby revised to read as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the __ day of _____, 202_.

PASSED AND ADOPTED on second reading on the __ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:

Mayor Brent Latham	___
Vice Mayor Richard Chervony	___
Commissioner Goran Cuk	___
Commissioner Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

Exhibit A[1]

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

CHAPTER 1, GENERAL

§ 1.1 - Title.

This code shall be entitled the North Bay Village Unified Land Development Code and may also be herein referred to as the "ULDC."

§ 1.2 - Authority.

The North Bay Village Unified Land Development Code is enacted pursuant to *Chapter 163, Part II*, and *Chapter 125*, Florida Statutes.

§ 1.3 - Findings.

A. According to *Chapter 163*, Florida Statutes, each local government in Florida must enact a Uunified Lland Ddevelopment Ccode which is consistent with the *Comprehensive Plan* and implements the same.

B. The Unified Land Development Code must contain all of the Village's land development regulations.

1. All proposed developments within North Bay Village must be reviewed to ensure compliance with the Village's Comprehensive Plan and the requirements of this Unified Land Development Code.

§ 1.4 - Intent.

The primary intent of this eCode is to achieve the following:

A. Guiding and accomplishing coordinated, adjusted, and harmonious development in accordance with the Village's existing and future needs.

B. Protecting, promoting, and improving public health, safety, comfort, order, convenience, and general welfare.

C. Protecting the character and maintaining the stability of the residential areas.

D. Directing and controlling through the establishment of performance standards, the type, density, intensity, and distribution of development.

§ 1.5 – Interpretation and conflict.

A. *Interpretation*. In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the health, safety, morals, order, convenience, and general welfare of the *Village*.

B. *Conflict.* It is not intended by these regulations to interfere with, abrogate, or annul any *Easement*, covenants, or other agreement between parties; however, where these regulations impose a greater restriction upon the use of *Buildings* or premises or upon the height of buildings, or require larger *Open Spaces*, *Yards*, *Lot Areas* than are imposed or

required by other ordinances, rules, regulations, easements, covenants, or agreements, the provisions of these regulations shall govern.

§ 1.6 - Validity.

If any ~~s~~Section, paragraph, subdivision, clause, phrase, or provision of these regulations are adjudged invalid or held unconstitutional, this shall not affect the validity of these regulations as a whole, or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

§ 1.7 - Repeal clause.

All county ordinances, resolutions, or special laws applying only to the *Village*; any general laws which the *Village Commission* is authorized by the Charter to supersede, nullify, modify, or amend; or any part of any such ordinance, resolution, or law in conflict with any provision of this ULDC is hereby repealed.

CHAPTER 2, RELATIONSHIP TO THE COMPREHENSIVE PLAN

§ 2.1 - Purpose and intent.

The Future Land Use Element of the adopted *Comprehensive Plan* for North Bay Village describes the future land use categories within the *Village*. These land use categories are illustrated on the *Future Land Use Map* in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the ~~future land use map~~ Future Land Use Map. The Unified Land Development Code is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other *Village* regulation, the provisions of the Comprehensive Plan shall take precedence.

§ 2.2 – Relationship between future land use categories and zoning districts.

The future land use categories defined in the *Future Land Use Element* and delineated on the *Future Land Use Map* in said element shall be the determinants of permissible activities on any parcel of land within the *Village*. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The *Zoning District* and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and *Future Land Use Map* in the *Comprehensive Plan*. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence

A. *Residential future land use categories.*

There are three residential future land use categories in the Village's *Comprehensive Plan* that are applied to lands throughout the *Village*. Lands located within these categories are to be devoted to dwelling units used or intended to be used for permanent housing.

1. The single-family residential category allows a density of up to six *Dwelling Units* per acre. Zoning districts RS-1 and RS-2 fall under this land use category.
2. The medium density multi-family residential category allows for residential density up to 40 dwelling units per acre. RM-40 is the only zoning district consistent with this future land use category.
3. The high-density multi-family residential category allows up to 70 dwelling units per acre with ancillary commercial uses up to 0.5 *FAR*. RM-70 is the only zoning district consistent with this future land use category.

B. *Commercial future land use category.*

This category designates those areas in the *Village* suitable for commercial and *Mixed-Use* development. Uses permitted include a broad range of general and professional office, retail, banking, hotel, service establishments and high-density residential development, up to 150 dwelling units per acre, in conjunction with commercial, which shall not exceed a maximum

intensity of 13.0 times the net lot area of the subject property. This category includes the Urban Core Zone designated as *T6-24* and *T6-30*. Allowable uses, density and intensity standards are enumerated in *Chapter 15* of this Code.

C. *Institutional future land use category.*
The purpose of this category is to provide an area for either nonprofit or for profit institutional facilities or quasi-public uses, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

D. *Public buildings/grounds future land use category.*
This category provides sites for public/semi-public uses such as *Village* hall, police station, public works building, post office, and other agency facilities primarily serving the public up to 2.0 FAR.

E. *Educational future land use category.*
This category provides sites for public schools, associated facilities, and grounds up to 2.0 FAR.

F. *Recreation and open space future land use category.*
This category is intended to provide for permanent public parks and *Open Spaces* for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

CHAPTER 3, DEFINITIONS

For the purpose of this ~~chapter~~Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Different chapters throughout this Code might have term definitions ~~Refer to Chapter 8, Section 8.10.1 and to Chapter 15, Section 15.4. for definitions of terms~~ that are pertinent to ~~Chapter 15~~ those Chapters of this Code. If a term is not defined in this ~~s~~Section, or in each ~~C~~chapter~~s 8 and 15~~, the *Village Manager*, or ~~his/her~~ designee, shall determine the definition of the term. If there is a conflict between definitions provided in any C~~c~~hapter~~s 8 or 15~~ and those provided in this ~~s~~Section, ~~Chapters 8 and 15~~the definitions in the other chapters shall take precedence for the respective definition, as may be relevant and appropriate.~~:~~ All terms and definitions are organized in alphabetical order.

A.

Accessory ~~b~~Building~~. A detached subordinate building or a portion thereof, the use of which is incidental to or customary in connection with the main building or use and which is located on the same lot with such main building.~~ A secondary *Structure* on a *Lot* or *Parcel,* subordinate to, and not forming an integral part of, the main or *Principal Building*, but pertaining to the use of the main building.

Accessory Dwelling Unit (ADU). A *Dwelling Unit* sharing ownership and utility connections with a *Principal Building* and contained on the same *Lot*. An Accessory Dwelling Unit may be attached ~~by a Backbuilding to~~ or detached from the ~~Primary~~ *Principal Building*, and the unit shall not count towards maximum *Density* calculations. Also known as an Accessory Unit, Ancillary Unit, or Ancillary Dwelling Unit.

Accessory ~~u~~Use. A subordinate use, which is incidental to or customary in connection with the *Main Building* or *Use* and is located on the same lot with such main building use.

Acre, ~~g~~Gross. 43,560 square feet.

Acre, ~~n~~Net. ~~That~~A portion of a *Gross Acre* exclusive of dedication for official *Right-of-Way* and other *Easements*.

~~*Assisted living facility:* Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.~~

Advertising Structure. Any rigid or semi-rigid material, with or without a sign displayed thereon, situated on, or attached to, real property or mobile objects and vehicles outdoors for the purpose of furnishing a background, base, or support on which a sign may be posted or displayed.

Aggregate ~~a~~Area or ~~a~~Aggregate ~~w~~Width. The sum of two or more designated areas or widths to be measured, limited, or determined under these regulations.

Alcoholic ~~b~~Beverage. All beverages containing one-half of one percent or more of alcohol by volume, ~~A~~as defined by ~~*Section 561.01(4)*, Florida Statutes and~~ *Chapter 111*, *Village* Code of Ordinances. Refer to *Section 561.01(4)*, Florida Statutes for supplemental definitions.

Alley. A public or private road which affords only a secondary means of access to abutting property and which is not otherwise designated as a *Street*.

Amenity. A feature of a building or place which is not essential to its use but is provided to add comfort and convenience for those occupying the property. Amenities are included to make a property more valuable to potential buyers or tenants and encompass additions above the buyers' or tenant's basic needs. Examples of property-specific amenities include but are not limited to swimming pools, workout facilities, and internet.

Amusement ~~c~~Center. Any indoor place or enclosure which contains three or more amusement devices of any description, including but not limited to pinball games, computer games, or games of chance for the public amusement, patronage, or recreation.

Ancillary Nature. Supportive of the primary activities or operations of a primary use; a facility or activity which would not exist absent the primary use. Uses ancillary in nature are complementary and of a smaller scale and size to the *Principal Use* or *Structure* on a site.

Apartment. A room or group of rooms within a *Multi-Family Dwelling* arranged or designed to be used as a home or residence for one family, with kitchen or kitchenette and bathroom for the exclusive use of the one family.

Apartment, ~~e~~Efficiency. A *Dwelling Unit* consisting of not more than one habitable room, with kitchen or kitchenette, and bathroom.

Apartment ~~h~~Hotel. A *Multi-Family Residential Building* designed for or containing both apartments and individual guest rooms or rental units under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Artwork. A tangible creation by an artist exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements.

~~*Arterial street*. A street designated as a major arterial street on the circulation plan for the Village.~~

Assisted ~~l~~Living ~~f~~Facility: Any ~~b~~*Building*(s) ~~or buildings~~, ~~s~~Section(s) or distinct part(s) of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Auction ~~m~~Market. Any premises on which are held, either regularly or periodically, auction sales of merchandise or personal property.

Automobile ~~r~~Rental ~~a~~Agency. An establishment whose primary purpose is the renting or leasing of passenger vehicles to the public.

Awning. A detachable, roof like cloth or metal cover, supported from the *Wall* of a *Building* for protection from sun or weather.

B.

Bar. An indoor or outdoor establishment devoted to selling, serving, or dispensing any *Alcoholic Beverages* as its primary source of revenue, or any place where a *Sign* is displayed indicating that alcoholic beverages are obtainable for consumption on the premises, and where, if entertainment is provided, it is by no more than one person at a time.

Barrier. A *Fence*, dwelling wall or non-dwelling wall, or any combination thereof, which completely surrounds ~~the~~ a *Swimming Pool* and obstructs access to ~~the swimming pool~~ it, especially ~~access~~ from the residence or from the *Yard* outside the barrier.

Barrier ~~r~~Requirements. *Swimming Pools* shall comply with all the requirements set forth under the building and zoning requirements as set forth in the *Village*'s ordinances and the *Florida Building Code*.

Basement. That portion of a *Building* between the floor and ceiling which has at least one-half of its height below the grade of the adjoining ground, and the ceiling of which is not more than four feet six inches above grade.

Beer. A brewed beverage that contains less than six percent (6%) alcohol by volume ~~A~~as defined in *Section 563.01*, Florida Statute, and regulated in *Chapter 111*, Village Code of Ordinances.

Bioswale. A storm water runoff conveyance system that provides an alternative to storm sewers. Bioswales absorb low flows or carry runoff from heavy rains to storm sewer inlets or directly to surface waters. Bioswales improve water quality by infiltrating the first flush of storm water runoff and filtering the large storm flows they convey.

Biscayne Bay: Encompasses all of Biscayne Bay and all associated tributaries of the Bay within the limits of the *Village*. ~~limits of North Bay Village~~.

Block. The length of a *Street* between two street intersections.

Board. The *Planning and Zoning Board*, which is that duly~~,~~ designated advisory board charged with reviewing *Village* planning, zoning, and beautification matters.

~~*Boundary of dDistrict*. The centerline of a *Street* or *Right-of-Way*; also, the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.~~

Breezeway. A covered passageway or space between the *Principal Building* and an *Accessory Building* open on two sides, and the roof of which is structurally integrated with the buildings it separates.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons on property.

Building ~~w~~Width. The width of the *Lot* left to be built upon after the required *Side Yard* and *Setbacks* are provided.

~~*Building*. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.~~

Building, ~~c~~Completely ~~e~~Enclosed. A *Building* having no outside openings other than ordinary doors, windows, and ventilators.

Building ~~l~~Line. That line between which, and the distance on the lot parallel and back from the *Street Line*, in which no *Building* or part thereof may be erected, except as provided in these regulations.

Building Official. The *Village* official responsible for building inspection and the issuance of permits in this respect, or a duly authorized person acting in the same capacity.

Building Permit. A certificate issued by the *Building Official* authorizing the construction, reconstruction, remodeling, alteration, or repair of a building or other structure, upon approval of the submitted application and plans.

Bulk. A term used in these regulations to describe the size and shape of a *Building* or *Structure*, and its relationship to other buildings, to the lot area for a building, and to *Open Space* and *Yards*.

Bulkhead. A *Wall* constructed along the *Bay* to retain or resist lateral displacement of any material back of it. For the purpose of this ~~c~~Chapter, the bayside face of the established bulkhead cap shall be regarded as the point of measurement for *Setback* requirements of all *Structures* fronting on the ~~b~~Bay.

C.

Cabana. An *Accessory Structure*, usually in connection with a *Swimming Pool*.

Cabaret. A *Bar*, which provides entertainment, and which may or may not serve food, and which~~,~~ is accessory to a hotel, motel, or other *Building*, as provided in these regulations.

Cafeteria. See *Restaurant*.

Canopy. A detachable, roof like cloth or metal cover supported from the ground, deck, or floor of a *Building*, and from the walls of a building, for protection from sun or weather.

Carwash. Any *Building* or *Structure* which uses specialized mechanical devices for the washing of motor vehicles.

~~*Centerline, street*. A line parallel or nearly parallel to the right-of-way lines of a street and halfway between them as established by the Building and Zoning Official.~~

Certified ~~s~~Survey. A survey, sketch, plan, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specific professional engineer, registered surveyor, architect, or other legally recognized person.

Childcare. ~~See~~ As defined in *Day Care Nursery*.

Clinic. An establishment where patients are not lodged overnight but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.

Club, ~~p~~Private. A *Building* ~~and a~~, facilities, or premises used or operated by an organization or association for some common purpose, such as, but not limited to, ~~a fraternal,~~ social, educational, or recreational purposes, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations shall be incorporated under the laws as a non-profit corporation and the major purpose of such corporations shall not be for the purpose of serving *Alcoholic Beverages* to its members or others.

Coffee ~~s~~Shop, Snack ~~b~~Bar, or Sandwich ~~s~~Shop. An establishment where sandwiches, coffee, soft drinks, tea, or similar foods are served, but having no *Kitchen Facilities*.

Commercial ~~s~~School. A training institution operated on a profit or non-profit basis offering instruction in stenographic, secretarial, bookkeeping, and related business skills; offering training in electronic data a processing techniques, skills, or equipment repair; or offering training leading to proficiency in a vocational skill.

Concurrency. A ~~S~~state law requiring that infrastructure be in place before development occurs.

Convalescent ~~h~~Home. A *Building* where regular nursing care is provided for more than one person not a member of the family which resides on the premises.

Cool ~~p~~Pavement. A surface that uses additives to *Reflect Solar Radiation* unlike conventional dark pavement. Conventional dark pavements contribute to urban heat islands as they absorb 80–95% of sunlight and warm the local air. In addition to conventional streets and roads, cool pavement can be a surface of a parking lot, driveway, accessway, trail or other improved pathways. Cool pavement is also referred to as a white road.

Cool ~~r~~Roof. A roof that has been designed to *Reflect Solar Radiation* ~~more sunlight~~ and absorb less heat than a standard roof. Cool roofs can be made of a highly reflective type of paint, a sheet covering, or highly reflective tiles or shingles. A high solar reflectance—or albedo—is the most important characteristic of a cool roof as it helps to reflect sunlight and heat away from a *Building*, reducing roof temperatures. Cool roof is also referred to as a white roof.

Customer ~~s~~Service ~~a~~Area. Inside/outside seating areas for *Restaurants*, *Bars*, lounges, and similar, exclusive of kitchen, office, hallways, storage, and similar building areas.

D.

Day ~~c~~Care ~~n~~Nursery. An establishment providing care of children during the day, but not overnight, including four or more children not members of the resident family; nurseries for children of working mothers; kindergartens; nursery schools for children under the minimum age for admission to public schools, or for after-school care of school children; and other establishments of a similar nature.

Density. The number of *Dwelling Units* within a standard measure of land area, usually given as units per acre.

Development. Any improvement to land or existing structures that are necessary to carry out the functions of urban living.

District. Any section of the *Village* within which the zoning regulations are uniform.

District Boundary. The centerline of a *Street* or *Right-of-Way* between different zoning districts; also, the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.

Drive-in or *Drive-through*. An establishment that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

Driveway, Circular. A driveway that has an entrance at the road, rounds off as it approaches the house and then has a separate exit lane leading back to the road. Sometimes referred to as a "horseshoe driveway."

Driveway, Linear. A driveway consisting of a paved area leading straight from a public road to a house or garage.

Driveway, Ribbon. A driveway consisting of two parallel strips of concrete, mortar-set stone or brick, or solid or turf pavers with an open, unpaved space in between. Sometimes referred to as a "Hollywood driveway."

Dwelling. A *Building* or portion thereof, designed or used exclusively for residential occupancy, but not including *Mobile Homes*.

A. *Dwelling, Efficiency*. A ~~residential~~ *Dwelling Unit*, which is comprised of a single room for sleeping and cooking, exclusive of a bathroom.

B. *Dwelling, Hotel Room.* A group of more than twenty-five (25) *Lodging Units* ~~exceeding twenty-five (25) units~~, which is used on a temporary basis by transient guests and usually providing meals, entertainment, and other services for the guests. ~~that may provide services for dining, meeting, and recreation.~~

C. *Dwelling, ~~h~~Hotel ~~s~~Suite*. A group of *Hotel Rooms* connected together.

D. *Dwelling, Multi-Family.* A *Building* or portion thereof, containing three or more *Dwelling Units,* where each unit has sleeping quarters, *Kitchen Facilities,* bathroom, ventilation, and lighting under control of one family and the unit has direct access to the outside or to a common hall. A multifamily *Structure* where *Dwelling Units* are available for lease or rent for less than one month shall be considered *Lodging Units*.

E. *Dwelling, ~~s~~Single-~~f~~Family*. A private residence *Building* used or intended to be used as a home in which all living areas are accessible to each other from within the building, and which shall have sleeping quarters, *Kitchen Facilities*, bathroom, ventilation, and lighting under control of and designed for the exclusive use of one family.

F. *Dwelling, ~~s~~Single-~~f~~Family ~~d~~Detached*. A *Single-Family Dwelling* surrounded by *Yards* or other *Open Spaces* on the same *Lot*.

G. *Dwelling, Two-Family.* Two (2) *Dwelling Units* sharing a detached *Building*, where each Dwelling Unit ~~of which~~ provides a residence for a single housekeeping unit. Also known as a duplex.

Dwelling ~~u~~Unit. A room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family or other group of persons living together as a household, or by a person living alone. A structure or part of a structure shall be deemed a dwelling unit if it contains Kitchen Facilities and an area that constitutes a bedroom.

E.

Easement. A "nonpossessory" property interest that allows the holder of the easement to have a *Right-of-Way* or otherwise use property that they do not own or possess. It does not allow the easement holder to occupy the *Land* or to exclude others from the land unless they interfere with the easement holder's use.

Electric Vehicle (EV). An automotive-type vehicle for on-road use, such as passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, electric motorcycles, and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electric current. Plug-in hybrid electric vehicles (PHEV) are electric vehicles having a second source of motive power. Off-road, self-propelled electric mobile equipment, such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats and the like, are not considered electric vehicles.

Electric ~~v~~Vehicle ~~c~~Charging ~~s~~Station. A parking space that is reserved for and served by electric vehicle charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy source device in an electric vehicle.

Electric Vehicle Capable Space. Electrical panel capacity and space to support a minimum 40-ampere, 240-volt branch circuit for each EV parking space, and the installation of raceways, both underground and surface mounted, to support the EVSE.

Energy Star®. A government-backed labeling program that helps people and organizations save money and reduce greenhouse gas emissions by identifying factories, office equipment, materials, home appliances, and electronics that have superior energy efficiency. Energy Star is a joint program of the *US Environmental Protection Agency* (EPA) and the *US Department of Energy* (DOE).

Essential ~~s~~Services. A public health, safety, or general welfare service that might require t~~T~~he erection, construction, alteration, or maintenance by a public utility or municipal agency of underground or overhead transmission, distribution, or collection systems necessary for the furnishing of adequate service by that utility or agency to the use on the same lot or the surrounding neighborhoods. ~~of, for the public health, safety, or general welfare.~~

F.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than ~~five~~ six (6) persons who need not be related by blood or marriage, living together as a single housekeeping unit in a *Dwelling*.

Fast ~~order~~ food. Food which is primarily included for immediate consumption; available upon a short waiting line; packaged or preserved in such a manner that it can be readily eaten outside the premises where it is sold; served on ~~paper plates or in paper or Styrofoam~~ disposable containers; and of a self-service nature, that is, no waiters or waitresses are involved. Patrons phone in or place their order at a counter and take it to a table on the premises or leave the premises.

Fence. A vertical *Structure* forming a physical *Barrier* which is so constructed that no less than 50% of the vertical surface is open to permit the transmission of light, air, and vision through the surface in a horizontal plane. (For board and other solid barriers, see *Wall*).

Floor ~~a~~Area. The sum of the gross horizontal areas of the several floors of a *Building* or buildings, measured from the exterior faces of exterior *Wall* or from the centerline of walls separating two attached buildings. However, for the purposes of those regulations, the gross floor areas of a building shall not include:

A. *Basement* space; ~~however, basement space used for retailing shall be included for the purpose of calculating requirements for accessory~~ used as *Off-Street Parking Space* and accessory off-street loading berths. Used for on-site parking is permitted

B. Accessory water tanks or cooling towers.

C. Uncovered steps and exterior balconies, except otherwise indicated.

D. Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches (7'-6").

E. Terraces, breezeways, screen enclosures, or open porches.

F. Floor space used for permitted or required accessory off-street parking, in any *Building* except *Single-Family* and *Two-Family Dwellings* or *Accessory Buildings* thereto.

~~*Frontage, lot*. The distance for which the front lot line and the street line are coincident.~~

Floor Area Ratio (FAR). The floor area of the *Building* or buildings on any *Lot* divided by the area of the lot.

Floor Lot Ratio (FLR). The multiplier applied to the total *Lot Area* that determines the maximum building area allowed above grade in a given zoning designation.

Floorplate. The total indoor and outdoor *Floor Area* of any given *Story* of a *Building* measured to the exterior of the *Wall* or balcony.

Florida Green Building Coalition (FGBC). A Florida nonprofit corporation dedicated to improving the built environment. The FGCB administers the green design standards of the FGBC's building and community rating systems and administers the FGBC Certifying Agents accreditation program.

G.

Garage, ~~p~~Parking. A *Building* or portion thereof used for indoor parking of private passenger vehicles, whether for use of residents or visitors to the building or to buildings in the vicinity.

Garage, ~~r~~Repair. An establishment or portion thereof used for the equipping, servicing, repairing, hiring, selling, storing, or parking of motor-driven vehicles. The term Repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Garage, ~~s~~Storage. A *Building* or portion thereof, designed or used exclusively for term storage of motor-driven vehicles, as distinguished from daily storage, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired, or sold.

Grade. The highest elevation of a paved street in front of any property.

Green ~~b~~Building. A sustainable or high-performance *Building*. The practice of creating *Structures* and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle from siting to design, construction, operation, maintenance, renovation and deconstruction. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort.

Green ~~b~~Building ~~f~~Feature. ~~These are~~Any feature~~s~~ that ~~are~~is specific to and serve~~s~~ an individual project or *Building* ~~and include features~~ such as *Green Walls*, *Green Roofs*, *Electric Vehicle Charging Stations*, *Photovoltaic Systems*, *Solar Water Heater* Systems, bicycle racks and storage, and *Wind Turbines*.

Green ~~i~~Infrastructure. ~~This is~~ A~~a~~lso known as *Low Impact Development* (LID). This is an approach to water management that protects, restores, or mimics the natural water cycle. Conventional piped drainage and water treatment systems referred to as grey infrastructure are designed to move urban stormwater away from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental benefits. A rain garden is an example of green infrastructure or LID.

Green ~~r~~Roof. The roof of a *Building* that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional components such as a root barrier, drainage and irrigation system, and soil containment. This is also referred to as a living roof.

Green ~~s~~Space. An *Open Space* outdoors, at grade, unroofed, and landscaped with any of the following or a combination thereof: materials such as, but not limited to, grasses, groundcover, sods, shrubs, vines, trees, palms, or decorative rock mulch; but excluding sand, gravel, pavers or pavement.

Green ~~w~~Wall. A vegetated façade with an integrated system in which plants grow on a vertical surface or building façade in a controlled fashion and with regular maintenance. Green walls include a vertically applied growth medium such as soil, substitute substrate, or hydroculture felt, as well as an integrated irrigation or fertigation delivery system. They are also referred to as ~~L~~living ~~W~~walls.

Grow ~~h~~House. A grow house is a property, usually located in a residential neighborhood, that is primarily used for the production of *Marijuana* but may also be used as a *Dwelling*. The houses are typically outfitted with equipment to provide water, food, and light to the marijuana plants, and the houses themselves are usually kept in good condition to blend in with the neighborhood. Illegal electrical hookups are a common feature of ~~g~~Grow ~~h~~Houses, to both save money and to make it harder for authorities to identify them due to their unusually high electrical usage.

Guest ~~h~~House. A ~~L~~living quarter~~s~~ within a detached *Accessory Building* located on the same *Lot* with the ~~main~~ *Principal Building* for use by temporary guests of the occupants of the premises, such quarters having no *Kitchen Facilities* or separate utility meters and not rented or otherwise used as a separate *Dwelling*.

H.

Hardship, ~~n~~Necessary. A ~~R~~restriction~~s~~ upon the uses of a particular property which promote the objectives of these regulations, provided such restrictions apply to all *Land* within the same *District* (e.g. if commercial uses are prohibited in a district, this may result in a hardship to the property owners; but it is a hardship which is necessary to the purpose of this chapter in the first place).

Hardship, ~~u~~Unnecessary. An ~~A~~arduous restriction~~s~~ upon the uses of a particular property, which ~~are~~ is unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this ~~c~~Chapter and the ~~comprehensive master plan~~ *Comprehensive Master Plan*. Invalid and nonjusticiable bases for pleading unnecessary hardship include but are not limited to:

A. Loss of the "best" use of the *Land*, and business competition.

B. Self-created hardships by the applicant's own acts.

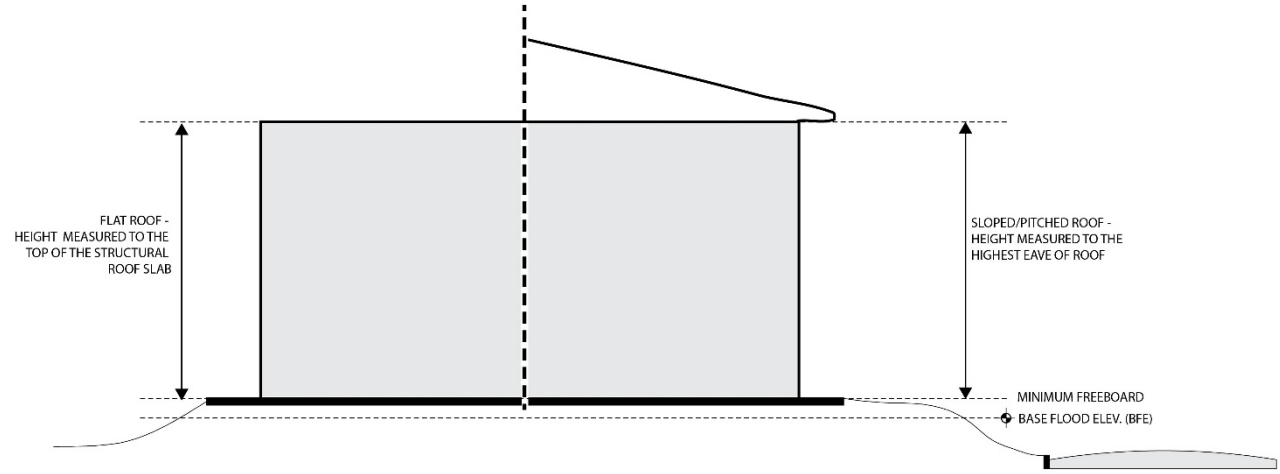
C. Neighboring violations and nonconformities.

D. Claims of inability to sell the property.

E. General restrictions of this ~~c~~Chapter.

Hedge. A row of bushes or small trees planted close together in such a manner as to form a boundary or *Barrier*.

Height of ~~b~~Building. The height of a *Building* shall be measured from the required *Base Flood Elevation* (BFE) for the *Lot*, plus minimum freeboard, to the top of the structural roof slab for a flat roof or to the highest eave of a pitched/sloped roof. See also Chapter 15, *Section 15.3.C.2.c.*



Home ~~o~~Occupation. Any activity for which an occupational license of the *Village* is required by law, which is conducted within a *Dwelling Unit* in a residential district.

Hospital. A *Building* or group of buildings having room facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, and training facilities. A central service facility must be an integral part of the hospital operations.

Hotel. ~~A building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. See also Dwelling, Hotel Room.~~ Any *Structure* consisting of one or more *Buildings*, exceeding twenty-five (25) *Lodging Units,* that is kept, maintained, advertised, or held out to the public to be a place where sleeping accommodations are offered for pay to guests. It may also provide spaces and services for dining, meeting, and recreation.

House of ~~w~~Worship. ~~A church, synagogue, or other *Structure* used on a permanent basis primarily for the worship of God~~ A *Building* or *Structure* primarily intended for conducting organized religious services and associated *Accessory Uses*.

Hurricane ~~p~~Protection ~~d~~Devices~~:~~. These devices ~~S~~shall include removable panel shutters, accordion shutters, storm fabric screens, plywood, or similar device~~s~~ utilized during a hurricane or tropical storm.

I.

Inn. A group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, and recreation.

J.

Kennel. The keeping of more than three (3) dogs or other animals for breeding, training, sale, or boarding.

Kitchen ~~f~~Facilities. Any form or mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven, and coffeemaker.

Junkyard or Salvage ~~y~~Yard. Any area or *Structure* used or intended to be used for the conducting and operating of the business of selling, buying, storing, or trading in used or discarded metal, glass, cordage, or any used or disabled fixtures, vehicles, or equipment of any kind.

K.

Kitchenette. A room or area inside a *Building* partially equipped with standard cooking appliances, including: a sink, stovetop, and refrigerator, but excluding an oven.

L.

LED. ~~This~~It stands for light emitting diode. ~~The~~ LED lighting products produce light up to 90% more efficiently than incandescent light bulbs.

LEED. ~~This~~It stands for the Leadership in Energy and Environmental Design green building certification and rating system of the United States Green Building Council (USGBC).

Loading ~~s~~Space. A space within the *Main Building* or in the same *Lot* providing for the standing, loading, or unloading of trucks.

Lodging Unit. A furnished room of a minimum two hundred (200) square feet that includes sanitary facilities and may include a *Kitchenette*.

Lot. A piece of *Land* occupied or intended for occupancy by a use permitted in these regulations, including one *Main Building* together with its *Accessory Building*, and the *Yards*, *Loading*, and *Off-Street Parking Spaces* required herein and having its principal frontage upon a street or upon an officially approved place.

Lot ~~a~~Area. The total horizontal area within the lot lines of the *Lot*. Also referred to as Net Lot Area.

Lot, ~~c~~Corner. A *Lot* abutting upon two or more *Streets* at their intersection.

Lot Coverage or Ground ~~c~~Coverage. The percentage of the total area of the *Lot,* that, when viewed from above, is occupied by all structures and buildings, principal and accessory, measured from the exterior faces of exterior *Walls*, or from the exterior faces of supporting exterior columns for any portion of the ground floor not enclosed by exterior walls or from the centerline of walls separating two *Buildings*. *Swimming pools* and impervious or covered parking areas, driveways, walkways, patios, and terraces shall be included in the Lot Coverage calculations, except as may be otherwise provided. The following *Structures* shall be excluded from the calculation of lot coverage:

A. Seawalls, retaining walls, and docks.

B. Planting bins.

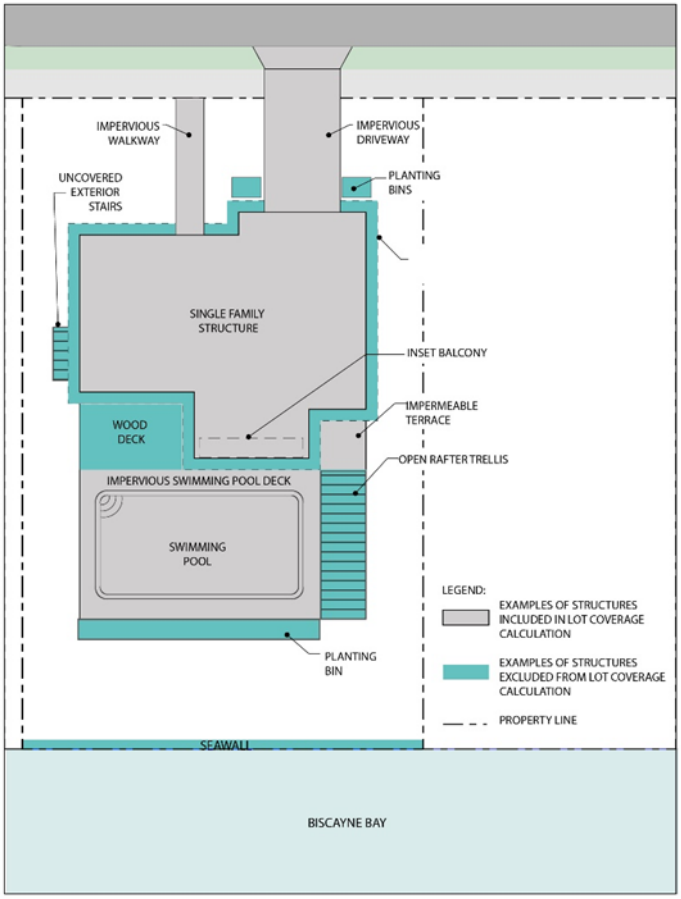
C. Wood decks, provided that the underlying (ground) surface is permeable.

D. Trellises and pergolas provided such structures have open cross rafters or latticework.

E. Roof overhands and awnings that do not project beyond an exterior wall more than three (3) feet.

F. Uncovered stairs and landings that do not project beyond an exterior wall more than three (3) feet.

G. Inset balconies enclosed by the walls of the structure on three (3) sides.



Lot ~~d~~Depth. The mean horizontal distance between the front and rear *Lot Lines*.

Lot Frontage. The distance for which the front *Lot Line* and the street line are coincident.

Lot, ~~i~~Interior. A *Lot,* other than a *Corner Lot*.

Lot ~~l~~Line. The boundary line of a *Lot*.

Lot of ~~r~~Record. A *Parcel* of land shown on a recorded plat, or any parcel of land described by a legally recorded deed.

Lot, ~~t~~Through (double frontage). An interior *Lot* having frontages on two parallel or approximately parallel *Streets*.

Lot ~~w~~Width. The horizontal distance between the side lot lines measured at the required *Front Yard* line and parallel to the front street line.

Low Impact Development (LID). An approach to land development, ~~(~~or re-development~~)~~ , that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.

Lumen. A unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle.

M.

Marijuana. ~~Marijuana is d~~Defined as Cannabis, meaning all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Marijuana ~~b~~Based ~~p~~Product. ~~A marijuana-based product m~~Means a product that contains *Marijuana* or any of its derivatives, including, but not limited to, tonics, tinctures, balms, salves, lotions, sprays, ointments, drinks, foods, and pills.

Marijuana ~~d~~Dispensary. A ~~marijuana dispensary is a~~ facility where *Marijuana* or *Marijuana-Based Products* are made available for medical purposes in accordance with Florida ~~l~~Law. A marijuana dispensary may also be defined as a "dispensing organization" as provided in *Section 381.986(1)*, Florida Statutes. Any medical marijuana treatment center at which marijuana or marijuana-based products are dispensed as part of a program of medical treatment shall be included within the definition of a marijuana dispensary.

Marijuana Dispensary, Mobile. A mobile *Marijuana Dispensary* is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of *Marijuana* or *Marijuana-Based Products* to any person.

Marina. ~~Any area where one or more sites or locations are rented or offered for rent for the location or dockage of~~ A facility for storage, servicing, fueling, berthing, docking, or securing boats, vessels, or house boats in water, or to be used for living quarters either temporarily or on a permanent basis.

Mezzanine. An intermediate and projecting level or levels between the floor and ceiling of ~~in~~ any story or room with a floor area not exceeding one-third (1/3) of the total floor area in that room or story ~~in which the mezzanine occurs and with a~~. The clear height above or below the mezzanine floor construction ~~of~~ shall not be less than seven (7) feet.

Micro Unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Mixed ~~o~~Occupancy or ~~u~~Use. An ~~O~~occupancy of a *Building* or *Land* for more than one *Use*.

Mobile ~~h~~Home. Any unit used for living or sleeping purposes which is equipped with wheels or some device for the purpose of transporting the unit from place to place, whether by ~~motive~~ motor power or other means, or any unit used for temporary living or sleeping purposes temporarily located in the locality, whether it is on blocks, posts, or any other type of foundation.

~~*Mobile mMarijuana dDispensary*. A mobile *Marijuana Dispensary* is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of *Marijuana* or *Marijuana-Based Products* to any person.~~

Motel. A *Building* in which lodging is provided and offered to the public for compensation. Accommodations are usually designed to serve tourists traveling by automobile. Ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the ~~guest room~~ *Lodging Unit*.

Mural. Any inscription, artwork, figure, urban wall art, marking, or design that is applied, marked, etched, scratched, drawn, or painted on any public or private property ~~to the wall of a building, which covers~~, covering all or most of ~~the~~ a wall or surface, and which is observable from the public *Right-of-Way* or from a public space. Where a Mural contains a commercial message, it shall be considered a *Wall Sign*. See also *Chapter 11* and *Sec. 15.6.E*

N.

National Green Building Standard™ (NGBS). A green building certification program that provides independent, third-party verification that a home, apartment building, or land development is designed and built to achieve high performance in six (6) key areas: Site Design, Resource Efficiency, Water Efficiency, Energy Efficiency, Indoor Environmental Quality, and Building Operation and Maintenance. The NGBS administers the NGBS Green Verifier program.

Neighborhood-Serving Retail. Retail establishments that customarily make most of their sales to the surrounding neighborhood and thus rely primarily on a local clientele.

Nightclub. An entertainment establishment where food and/or *Alcoholic Beverages* may be served for consumption on premises defined by *Section 111.01* of ~~this~~ the *Village* Code of Ordinances.

Nonconforming ~~u~~Use. The lawful use of *Land* or a *Building* or portion thereof, which use does not conform with the use regulations of the *District* in which it is located.

Nursing ~~h~~Home ~~f~~Facility: Any facility which provides nursing services as defined in part I of Florida Statute *Chapter 464* and which is licensed according to this part.

O.

Occupancy. A condition of an activity or use being upon a *Lot* and/or within a *Building*.

~~*Official rRights-of-wWay*. A *rRights-of-wWay* established by oOrdinance.~~

Open ~~s~~Space. That portion of a *Lot* which:

A. Is open and unobstructed from *Grade* upward.

B. Is accessible without restrictions except as may be required for safety.

C. Is of a *Pervious* nature.

Open space may also refer, in certain contexts, to undeveloped lands suitable for passive or active recreation or conservation uses.

Outdoor ~~d~~Dining Area. ~~A use characterized by outdoor table service of food and beverages prepared for service in an adjacent or attached main *Restaurant* for consumption on the premises.~~ Any covered or uncovered portion of a *Restaurant*, *Coffee Shop, Snack Bar, or Sandwich Shop*, or similar establishment, that is not completely enclosed within the *Building*. This area is used primarily for the consumption of food and/or beverages by the patrons of the establishment, and shall not be larger than 50 percent (50%) of the dining area of the ground floor of the indoor establishment. The term also includes outdoor bars and outdoor ice cream parlors.

P.

Parcel. A defined piece or unit of land assembled for a single or multiple purposes.

Parking. The standing of a vehicle, whether occupied or not, other than when temporarily and actually engaged in loading or unloading merchandise or passengers.

A. *Parking, Mechanical*. Refers to mechanical parking lifts, robotic parking systems, and/or vehicle elevators. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Robotic parking system means a mechanical garage using elevator systems to hoist individual vehicles from receiving areas to separate auto storage areas. A vehicle elevator is an elevator used for motor vehicles in lieu of ramps within a parking structure.

B. *Parking ~~s~~Space, ~~o~~Off-~~s~~Street*. An all-weather surfaced area, exclusive of *Streets*, *Alleys*, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. ~~When developing single lot sites under the PRD regulations found in *Sec. 8.10.D.7* Section 8.10(D)(9), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces~~.

Personal Service. Refers to establishments primarily engaged in providing services to individuals and related to the care and appearance of the body or the cleaning and repair of personal effects.

Penthouse. Any *Structure* above the main roof of a *Building* used for residential, professional, or commercial purposes, or for housing elevator machinery and water storage tanks. Each story of a penthouse, except when used for machinery or ~~a storage for~~ water storage, is considered as an additional story to the *Height of Building*.

~~*Permit, bBuilding*. A certificate issued by the *Building Official* authorizing the construction, reconstruction, remodeling, alteration, or repair of a *Building* or other *Structure*, upon approval of the submitted application and plans.~~

Pervious ~~a~~Area. The surface area of a *Parcel*, which is capable of being penetrated by water.

Photovoltaic ~~s~~Solar ~~s~~System. A power system designed to generate useable electricity from sunlight through the process of converting light (photons) to electricity (voltage); which is called the PV effect. Photovoltaic ~~s~~*Solar ~~s~~Systems*, also called solar cells or PV cells, convert sunlight into electricity.

Planning and ~~z~~Zoning ~~b~~Board. The Planning and Zoning Board of the *Village*, as established by this Code.

Premises. A *Lot*, together with all *Buildings* and *Structures* thereon.

Principal Building. The *Building* within which the principal, predominant, or main use or activity upon the lot is conducted. In the event more than one building is upon one *Lot*, the one containing the greatest floor area is the "~~p~~Principal ~~b~~Building."

~~*Principal uUse*. The predominant activity or use conducted within a particular *Building* or upon a particular *Lot*.~~

Professional Service. Refers to a service rendered by members of a recognized profession by persons possessing a specialized skill.

Public ~~u~~Use. Any public *Building*, *Structure*, or *Land* used primarily for public or quasi-public purposes where the building, structure, or land is not privately owned or operated.

Q. [Reserved]

R.

Rain ~~b~~Barrel. A containment ~~devise~~ device to capture rainwater from a roof and hold it for later use such as on lawns, gardens, or indoor plants.

Rain ~~g~~Garden. A depressed area in the landscape that collects rainwater from a roof, driveway or *Street* and allows it to soak into the ground. Rain gardens are planted with ornamental grasses and flowering perennials, this is an example of *Green Infrastructure*.

Regulations. The whole body of regulations, charts, tables, diagrams, maps, notations, references, and symbols contained in or referred to in this Code.

Restaurant. An establishment in which food and drinks are ~~is~~ prepared and served for compensation, and food sales account for 51% or more of the total establishment sales. *Alcoholic Beverage* sales may also be allowed pursuant to obtaining proper licensing. This term does not include *Coffee Shops, Snack Bars, Sandwich Shops*, or other similar eating establishment.

Right-of-~~w~~Way. A legal right to pass over or through real property owned by someone else, usually based upon an *Easement*. See *Street Line*.

Right-of-Way, Official. A Right-of-Way established by an Ordinance, Plat or dedication, including a Street, Alley, and ingress-egress easement.

S.

Screen ~~e~~Enclosure. A frame of metal, wood, or other approved structural material supporting no roof or walls, with only approved insect screening, which screening possesses at least 50 percent (50%) open area per square inch.

Service ~~s~~Station. An establishment devoted to the retail sale of motor vehicle fuels, oils, or accessories or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting.

Setback. The minimum horizontal distance between the *Street* and the *Building*; the *Lot* *Bulkhead* or water line and the building; or the side *Lot Line* and the building.

Shopping ~~c~~Center. A commercial building with ~~O~~one or more retail stores, ~~commercial buildings,~~ or an office complex with a unified plan or architectural scheme, on a single parcel of *Land* or on separate parcels contiguously arranged.

Sign. As referred to in *Sec. 11.2* on this Code.

SITES. A comprehensive program for designing, developing, and maintaining sustainable landscapes. The SITES certification program is based on a rating system that helps conserve, restore, and create the benefits provided by healthy ecosystems. SITES is administered by Green Business Certification Inc. (GBCI) and is a complement to the *US Green Building Council LEED* green building rating system.

Soil Cells. A soil cell system provides site design professionals with a sustainable methodology that allows shade trees and large palms to be planted, maintained and matured in a variety of urban settings. The system provides room for the large volumes of soil that are necessary for tree growth and root expansion. Soil cells shall be required where a planting area less than 8 feet by 8 feet is available for shade trees and large palms.

Solar ~~r~~Reflectance ~~i~~Index (SRI). A measure of the solar reflectance and emissivity of materials that can be used as an indicator of how hot they are likely to become when solar radiation is incident on their surface. The lower the SRI, the hotter a material is likely to become in the sunshine. SRI is defined so that a standard black surface (reflectance 0.05, emittance 0.90) is 0 and a standard white surface (reflectance 0.80, emittance 0.90) is 100.

Solar ~~w~~Water ~~h~~Heater. A water heating system that heats water through solar collector tubes typically located on a roof. Solar water heating systems include storage tanks and solar collectors. There are two types of solar water heating systems: active, which have circulating pumps and controls, and passive, which do not have pumps.

Story. That portion of a *Building*, other than a *Basement* or *Mezzanine*, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it.

Story, ~~h~~Half. A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level and in which space not more than two-thirds of the floor area is finished for use. A half-story containing independent apartments or living quarters shall be counted as a full story.

Street. A public thoroughfare which affords the principal means of access to abutting property.

A. *Street, Arterial*. A *Street* designated as a major arterial street on the circulation plan for the *Village*.

B. Street, Centerline. A line parallel or nearly parallel to the *Right-of-Way* lines of a *Street* and halfway between them as established by the *Building* and *Planning and Zoning Official*.

C. Street, ~~c~~Collector. A public thoroughfare which collects traffic from residential areas for distribution to an *Arterial Street*, as defined on the North Bay Village Circulation Plan.

D. Street, Local. A street which provides access to individual homes and businesses bordering it.

E. Street or ~~r~~Right-of-~~w~~Way ~~l~~Line. A dividing line between a *Lot* and a contiguous *Street.*

Structural ~~a~~Alterations. Any change, except those required by law or ordinance, which would prolong the life or change the shape or size of any portion of a *Building* or *Structure* or of the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders, not including openings in bearing walls as permitted by other ordinances.

Structure. Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing: *Sign*, backstops for tennis courts, *Fences*, screen enclosures, and pergolas.

Subdivision. Shall be interpreted as defined in the subdivision regulations of Miami-Dade County or, if not so defined, then a Subdivision shall be the division of land into two or more *Lots*, or other division of land into parcels of five (5) acres or less for the purpose, whether immediate or of transfer of ownership or building development.

Swimming ~~p~~Pool. Any portable~~, pool~~ or permanent *Structure* containing a body of water 18 inches or more in depth and 250 square feet or more of water surface area located in a residential area that is intended for swimming or recreational bathing ~~and containing 18 inches or more in depth~~, including but not limited to in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas, but not including an ornamental reflecting pool or fish pond, unless it is located and designed so as to create a hazard or be used for swimming or wading.

Synthetic Turf. Also known as artificial turf. A manufactured product that utilizes synthetic fibers to mimic the aesthetic look of natural grass and is used as a replacement for lawn sod grass installation or real turfgrass. Synthetic turf may encompass the feel, rebound, and traction of natural grass. Synthetic turf shall not count toward meeting the minimum green space required in any zoning district and may not be used in green wall, green roof, and similar types of applications for the purpose of achieving points to meet Green Building Program requirements.

T.

Tent. A canvas or other cloth shelter from sun or weather supported by a wood or metal frame or by poles, stakes, and ropes, or both, and not attached to any *Building*.

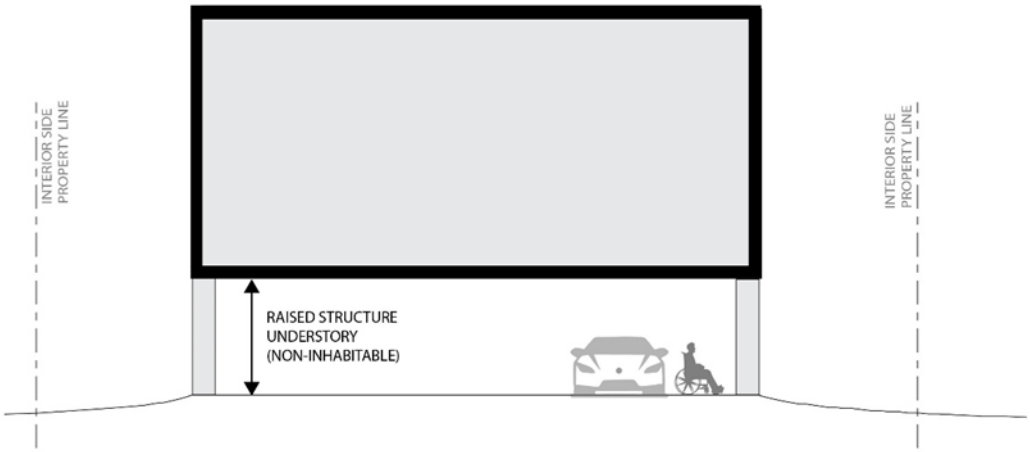
Time-~~s~~Sharing ~~c~~Condominiums. Any *Structure*, service, improvement, or real property, which is made available to purchasers of a time-sharing plan.

Trailer, ~~u~~Utility. A vehicle lacking a means of self-propulsion intended to be towed by another vehicle and designed to be used for the transport or hauling of chattel.

Trash. Cuttings from vegetation, refuse, paper, bottles, rags, bulk trash, discarded furniture, ~~etc~~ food scraps, and similar items to be discarded.

U.

Understory. The non-habitable ground level of a *Building* designed to allow flood waters to pass through.



Unity of Title. A covenant running with and binding the land, executed by one or more property owner(s) whereby the property owner(s), for a specified consideration given by the Village, agrees that the lots and/or parcels of land that are required to be united may not be conveyed, sold, transferred, devised, assigned, mortgaged or leased separate and apart from each other and that they must be held together as one tract.

US Green Building Council (USGBC). A nonprofit organization with the vision that *Buildings* and communities will regenerate and sustain the health and vitality of all life within a generation. The USGBC mission is to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. The USGBC has designed and administered various green building certification programs including the *LEED* Rating systems and administers the *USGBC* LEED professional accreditation program.

~~*Utilities. Structures* of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a *Building*.~~

Use. ~~Any~~ The purpose or activity for which land, water, *Buildings*, or ~~other~~ *Structures* ~~or land~~ may be arranged, designed, intended, maintained, or occupied~~; any occupation, business, activity, or operation to be carried on or intended to be carried on in a building or other structure or on land~~ or

~~water; or a name of a building or other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained, or occupied~~.

~~*Use*. The purpose or activity for which land, water or Buildings are designed, arranged, or intended, or for which land or Buildings are occupied or maintained.~~

A. *Use, ~~c~~Commercial*. Any use which is operated as or is accessory to a business.

B. *Use, Principal*. The predominant activity or use conducted within a particular *Building* or upon a particular *Lot*.

C. *Use, ~~r~~Residential*. A use, which accommodates persons, not institutional in character, such as a *Single-Family* or *Multi-Family Dwelling*, including apartments ~~and Hotel or Motel rooms~~.

D. *Use, ~~r~~Resiliency.* A stand-alone or principal use that ~~is the sole or principal use~~ on a *Parcel* ~~and provide service beyond the individual parcel or *Building* on a parcel and~~ addresses and provides carbon sequestration, water storage, biofuels, or renewable energy collection and distribution service to parcels beyond the individual parcel or structure where the resilience use is located. This is to be distinguished from *Green Building Features* specific to and serving an individual project/building such as *Electric Vehicle Charging Station*, *Photovoltaic System*, *Solar Water Heating* system, *Green Infrastructure* or *Wind Turbine* that are *Accessory Uses*.

Utilities. *Structures* of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a *Building*.

V.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the *Building*, *Structure*, or property, which, because of unusual or unique circumstances, is denied by the provisions of this Code.

Vehicle, ~~c~~Commercial. Any vehicle designed, intended, or used for the transportation of people, goods, or things, other than private passenger vehicles and trailers for private non-profit transport of goods and/or boats.

Village. North Bay Village, Florida.

Village Commission. The Village Commission of North Bay *Village*, Florida.

Village-~~o~~Owned ~~c~~Civic or ~~o~~Office ~~c~~Construction ~~p~~Project. A *Village*-owned buildings providing a public gathering place or office facilities.

W.

Waiver. A ~~P~~permit~~s~~ for a minor deviation from the ~~c~~Code, other than for use, granted administratively. See Chapter 15, *Section 15.1.H*.

Wall. A *Structure* forming a physical *Barrier* which is so constructed that less than 50 percent (50%) of the vertical surface is open to permit the transmission of light, air, and vision through such surface in a horizontal plane.

Warrant. A minor use exception granted administratively. See Chapter 15, *Section 15.1.H*.

Waterfront. Any site shall be considered as waterfront premises provided any or all of its *Lot Lines* abut on or are contiguous to any body of water.

Wind Turbine. A machine, or windmill, that converts the energy in wind into mechanical energy. A wind generator then converts the mechanical energy to electricity. There are primarily two types of wind turbines: the horizontal axis wind turbine (HAWT), and the vertical axis turbine (VAWT).

Wine. A fermented beverage made from fresh fruits, including sparkling wines, champagnes, vermouth, and similar products, ~~Shall be~~ as defined in ~~*Section 561.01(4)*~~ *Section 564.01*, Florida Statutes.

Workforce Housing Units. Housing units that are affordable to people in the workforce whose incomes are between 60% and 140% of the Miami-Dade County area median income (AMI) as reported by the United States Department of Housing and Urban Development and adjusted to family size. See Chapter 8, *Section. 8.10.1*, "Workforce Housing Program" for related terms.

X. [Reserved]

Y.

Yard. An open area, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, ~~f~~Front. A yard across the full width of the *Lot* extending from the nearest line of any *Main* or *Accessory Building* to the front *Street Right-of-Way Line* of the lot.

Yard, ~~r~~Rear. A *Yard* across the full *Width of the Lot* extending from the nearest line of any *Main* or *Accessory Building* to the rear *Line of the Lot*.

Yard, ~~s~~Side. A *Yard* extending from the *Front Yard to the Rear Yard*, between the side *Lot Line* and the nearest line of any *Main* or *Accessory Building*.

Z. [Reserved]

CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

DIVISION 1, GENERALLY

§ 4.1 - Purpose and intent.

The purpose and intent of this ~~c~~Chapter is to establish general petition procedures, the process for obtaining an official interpretation of a regulation in the Unified Land Development Code, public hearing and notice requirements, procedures for appealing decisions, enforcement of the code, penalties and remedies for violations, establish appropriate commissions, boards and administrative official, and amending the Unified Land Development Code and *Comprehensive Plan*, for the effective and equitable implementation and enforcement of the Unified Land Development Code.

§ 4.2 – General petition procedure.

A petition for a~~n amendment,~~ *Variance*, use exception, *Warrant*, *Waiver*, ~~*Special Area Plan* (SAP),~~ or supplement to these regulations, or for an amendment, change, or supplement to the *Comprehensive Plan* or *District Boundary* of the *Zoning District Map* or a Special Area Plan (SAP) shall be submitted to the *Village Clerk* by any person who owns the subject property or who has written permission of the present owner, public official, the *Planning and Zoning Board*, or by the *Village Commission's* own motion.

A. Petition procedures for Warrants and Waivers as defined in *Section 15.4.B*, to permit minor deviations to regulations within the T6 – Urban Core Zone, are found in *Section 15.1.H*.

B. Petition procedures for Administrative Adjustments from the regulations ~~applicable to Single-Family Residential Districts~~ are found in ~~Section 7.6~~*Chapter 7*.

§ 4.3 – Procedure for obtaining an official interpretation of the Unified Land Development Code.

When an individual wants an official interpretation of a regulation contained within the Unified Land Development Code as defined in Chapter 1, *Section 1.5*, or wants to determine how a regulation may be applicable to specific property within the *Village*, the following procedures and provisions shall apply.

Written request. The individual shall submit, in writing, a completed preapplication conference request (available from the Village Clerk's department), the request shall be accompanied by payment of the fee as established in the Official *Fee Schedule* ~~and set forth in Section 5.12,~~ and shall include the following information:

A. Identification of the section or sections of the Unified Land Development Code for which an interpretation is desired.

B. An explanation of what it is that the individual finds unclear and an explanation of what, if anything, the applicant believes the section in question means.

C. If the applicant is interested in determining how the section or sections apply to or affect specific property, the following information shall be provided:

1. A clear representation of the specific property(ies) that is~~/are~~(are) the subject of the inquiry including the property address.

2. The land area encompassed by the property and the specific dimensions of the property including a description, map or survey showing existing improvements on the property.

3. If the question involves whether or not a certain improvement or use is allowed on the property, or the extent, size, or number of units that may be allowed on the property, the applicant shall include a plot plan or detailed description of what he/she wishes to do on the property sufficient to allow the *Planning and Zoning Official* to make a reasoned determination as to how the ULDC affects that specific property. It shall be the planning and zoning official's decision as to what constitutes adequate information for him to make a decision or interpretation.

4. The *Planning and Zoning Official* shall accept the written request or inform the applicant of any additional information that may be necessary for him to issue a reasoned interpretation. The Planning and Zoning Official may subsequently request additional information from the applicant, or provide the option of meeting with the applicant.

   If a meeting is scheduled requiring consultation with, or attendance by, an attorney or professional consultant (e.g., planner or engineer), a deposit in the amount set forth in *Section 5.12*, shall be paid at least five days prior to said meeting. The final cost of the meeting, calculated as set forth in Section 5.12, shall be the responsibility of the applicant and shall be paid in full prior to the issuance of the written opinion.

5. Within two weeks of accepting the completed request or having received any additional information requested of the applicant, the *Planning and Zoning Official* shall issue~~, in writing, his~~ a written opinion, supported by citations of the pertinent sections of the Unified Land Development Code, and shall forward said opinion by email or U.S. Mail to the applicant.

6. The time for the *Planning and Zoning Official's* response may be extended to 30 days if, in the opinion of the Planning and Zoning Official, it is necessary ~~for him~~ to confer with the *Village Attorney*, other Village staff, or outside consultant before rendering a decision. All applicable fees shall be paid by the applicant before the *Planning and Zoning Official* issues ~~his~~ said written opinion.

7. The *Planning and Zoning Official's* written opinion shall be considered an official interpretation of the subject provisions of the Unified Land Development Code.

8. Verbal statements, interpretations, or comments made by the *Planning and Zoning Official* or any other representative of the Village with regard to any interpretation of the Unified Land Development Code shall not be considered official interpretations of the Unified Land Development Code. Interested parties who make development decisions or proceed with development activity based upon such verbal information shall do so at their own risk.

§ 4.4 – Public hearing, public notice, and adoption requirements and procedures.

A. Hearings and notices.

1. *Table 4.4.A.1* describes the number and type of meetings each application will require. The information in the table is presented for the purpose of assisting the *Village*, applicants, and the public in identifying public meeting and hearing requirements. In the case of conflict between the information presented in the table and the legal requirements of the Unified Land Development Code, the *Village Code of Ordinances* or Florida Statutes (collectively referred to as legal requirements), the legal requirements and not the table shall control.

2. All applications involving the following shall be considered at public hearings before the *Planning and Zoning Board* and the *Village Commission*:

a. Amendment, change, or supplement to the *Comprehensive Plan*;

b. Amendments to the Unified Land Development Code;

c. Amendments to boundaries of the *Zoning District Map*;

d. *Variances*;

e. Use exceptions and other applications for development approval;

f. Appeals of an administrative decision.

3. Amendments to the *Future Land Use Map*, *Zoning Map*, or which change the actual list of permitted uses, ~~conditional uses,~~ use exceptions, or prohibited uses in a zoning district or future land use category shall be adopted by ordinance, and the notice and hearing requirements shall be as required by *Section 166.041(3)(a)* and 1*66.041(3)(c)*, Florida Statutes.

4. Mailed notice.

For site plan approvals, variances, and use exceptions the following notice is required:

a. A written announcement of a public hearing shall be mailed on a form provided by the *Village Clerk* at least ten (10) days prior to the date of a required hearing to all property owners and residents within 200 feet of the perimeter of the subject property.

b. In the case of variances for single-family residential properties the mailing requirements shall be limited to all adjacent property owners including those across the streets(s) from the subject side to the rear and on diagonals.

c. The applicant shall submit a certified list of property owners and proof of mailing to the *Village Clerk*.

d. The burden of meeting the written notice requirements shall be upon the applicant.

5. In addition to the above, ~~A~~amendments to the *Future Land Use Map* or *Zoning Map* which change the actual map designation for a parcel or parcels of *Land* containing ten (10) contiguous acres or less notice shall be ~~provided in the following manner:~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~a. Notice of the public hearing on the proposed change shall be~~ given to property owners at least thirty (30) days prior to the date set for the public hearing as required by *Section 166.041(3)(c)1* Florida Statutes.

~~a. As a courtesy notice, a written announcement of a public hearing shall be mailed at least ten (10) days prior to the date of the hearing to all property owners and residents abutting the subject property or within 300 feet of the perimeter of the property. Failure to mail this courtesy notice shall not affect the validity of the final action.~~

~~b. The list of property owners shall be certified by the *Village Clerk*. The Village Clerk shall certify that the petition file is complete before the hearing is legally advertised.~~

5. All public hearings held before the *Planning and Zoning Board* and/or *Village Commission* shall be noticed by the *Village Clerk* by publishing, at least ten (10) days prior to the hearing, an advertisement showing the date, time, place, and nature of the hearing in a manner consistent with Chapter 50, Florida Statutes.

6. Notice of the date, time, place, and nature of the hearing shall also be posted conspicuously by the applicant on a form of a size and design provided by the Village Clerk at least ten (10) days prior to the hearing on any property for which a petition for a ~~variance,~~ use exception, site plan approval, zoning district or future land use boundary change has been submitted.

7. For amendments that require two (2) public hearings by the *Village Commission*, the second public hearing shall be advertised at least ten (10) days before the public hearing.

Table 4.4.A.1 - Public Hearings

~~Development Approval~~Petition Type	Planning and Zoning Board	Village Commission	DRC Required Prior to Schedule of PZB Hearing?
Amendments to Comprehensive Plan			
Small scale ~~development~~ map amendment	H	H	No
All other amendments			No
Transmittal stage	H	H	
Adoption stage		H	
Amendments to the Unified Land Development Code			
Zoning district map	H	2H	No
Text amendment	H	2H	No
Others			

Minor Development [1]	H	H	Yes
Major Development [2]	H	H	Yes
Development Agreement		H	No
Variances	H	H	Optional
Use exceptions	H	H	Optional
Plats and subdivisions	H	2H [3]	Yes
ROW vacations	H	H	Optional
Appeals of an administrative decision	H	H	No

H = Public hearing 2H = 1st and 2nd reading

[1] Three through six dwelling units or from 300 to 10,000 square feet of commercial use

[2] Seven or more dwelling units or more than 10,000 square feet of commercial use.

[3] Tentative and final plat stages

B. Method of adoption.

1. The following shall be adopted by ordinance:
   a. Amendment, change, or supplement to the *Comprehensive Plan*;
   b. Amendments to the Unified Land Development Code including Special Area Plan appendices;
   c. Amendments to the *Zoning Map* (including Special Area Plan designations) and to the actual list of permitted, conditions, or prohibited uses within a zoning category.
2. The following shall be adopted by resolution:
   a. *Variances*;
   b. Use exceptions, and other applications for development approval;
   c. Site plan approval;
   d. Development agreement;
   e. Plats and subdivisions;
   f. Vacation of *Streets*, *Alleys*, *Easements*, and public *Right-of-Ways*;
   g. Appeals of an administrative decision.

C. Testimony.

Witnesses desiring to make a statement of fact at a public hearing shall be sworn and give testimony under oath; otherwise, statements shall be considered a matter of opinion only. The *Planning and Zoning Board* or *Village Commission* may require attendance of witnesses at a public hearing.

§ 4.5 Procedure for appealing an administrative decision.

A. Any person aggrieved by an order, requirement, decision, or determination relative to these regulations by an administrative official may petition the *Village Commission* for relief following a recommendation by the *Planning & Zoning Board*. The petition shall be in a form approved by the *Village Attorney*, and all properties described in one application must be contiguous.

B. A grant of relief on appeals of administration decisions shall avoid spot zoning.

C. The *Village Commission* may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 4.6 Exhaustion of remedies; court review.

A. No person aggrieved by any zoning resolution order, requirement, decision, or determination of an administrative official or by any decision of the *Planning and Zoning Board* may apply to the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this subchapter. It is the intention of the *Village Commission* that all steps provided by this subchapter shall be taken before any application is made to the court for relief; and no application shall be made to the court for relief except from resolution adopted by the Village Commission pursuant to this subchapter.

B. Zoning resolutions of the *Village Commission* shall be reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the procedure and within the time provided by the *Florida Appellate Rules* for the review of the rulings of any commission or board. Such time shall commence to run from the date the zoning resolution sought to be reviewed is transmitted to the Village Clerk. For the purposes of a certiorari the *Village Clerk* shall make available for public inspection and copying, the record upon which each final decision of the Village Commission is based; however, the Village Clerk shall make a reasonable charge commensurate with the cost in the event the *Village* is able to and does furnish copies of all or any portion of the record. Prior to certifying a copy of any record or portion thereof, the Village Clerk or her designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions requested, and shall make a charge as provided.

§ 4.7 Enforcement.

A. It shall be the duty of the *Building Official*, ~~Plan Examiner~~Planning and Zoning Official, and *Code Enforcement Officer* to enforce the provisions of these regulations, and to refuse to issue any permit for any building or for the use of any premises, which would violate any of the provisions of these regulations. It shall also be the duty of all officers and employees of the *Village* and especially all members of the *Police Department*, to assist by reporting to the *Village Manager* any apparent violation in new construction, reconstruction, or land use.

B. For the purpose of inspection, the *Building Official* and *Code Enforcement Officer* or their authorized representatives shall have free access to materials and work at all times and shall have the power to stop work pending investigation as to materials, work, grades, use, and other provisions of these regulations.

C. The Building Official, ~~Plan Examiner~~Planning and Zoning Official, and Code Enforcement Officer are authorized, where deemed necessary for enforcement of these regulations, to request the execution of an agreement for recording.

D. In case any *Building* is erected, constructed, reconstructed, altered, repaired, or converted, or any building or land is used in violation of these regulations, the Building Official and Code Enforcement Officer is authorized and directed to institute any appropriate legal action to put an end to such violation.

§ 4.8 Penalties and remedies for violations.

Any person or corporation who violates any of the provisions of these regulations or fails to comply therewith or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, shall be guilty of a misdemeanor and may be punished by the maximum penalty permitted under §*Section 10.99* of the Code of Ordinances. Each day such violation shall be permitted to exist shall constitute a separate offense. The owner or owners of any building or premises, or part thereof, where anything in violation of these regulations shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith who has assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction shall be fined as hereinbefore provided and according to a schedule adopted by the Village Commission.

DIVISION 2, ~~COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS~~DECISION-MAKING AND ADMINISTRATIVE BODIES AND OFFICIALS

§ 4.9 Village Commission.

A. *Powers and duties.*

In addition to any authority granted to the *Village Commissioners* by state law or *Village* ordinance, the Village Commissioners shall have the following powers and duties:

1. Enter into development agreements, as provided by state law.
2. Approve final plats prior to recording.
3. Adopt and/or amend the North Bay Village *Comprehensive Plan*.
4. Initiate, review, and adopt amendments to the Unified Land Development Code of North Bay Village and the North Bay Village Code of Ordinances.
5. Approve variances to Unified Land Development Code of North Bay Village.

6. Take such other action as the Commissioners may deem necessary to implement the provisions of the Unified Land Development Code and the Comprehensive Plan.

B. *Action by Village Commission.*

1. Before action is taken by the *Village Commission* on any petition the Commission shall consider the recommendations and reports of the *Planning and Zoning Board* and of the *Building Official* and ~~Plan Examiner~~Planning and Zoning Official.

2. If an application is before the *Village Commission* pursuant to this ~~s~~Section, accompanied by a *Planning and Zoning Board* recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application.

3. If the *Planning and Zoning Board* recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, *Variance*, or use exception shall not become effective except by a favorable vote of at least 4/5 of all of the members of the *Village Commission*.

4. In making any final decision, the Commission shall be guided by these regulations and the purposes thereof stated in ~~§1.5~~ *Section 1.4*, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards.

5. The action of the *Commission* may impose conditions or be more restrictive than any petition being considered.

6. No further variances may be granted without prior notice and hearing before the *Planning and Zoning Board*.

7. When any final action has been taken by the *Village Commission*, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the *Building Official,* ~~and Plan Examiner~~ Planning and Zoning Official, and other relevant Village departments, and shall be open to the public for inspection during the normal hours of business for *Village Hall*.

8. At maximum intervals of five years, review the recommendations of the *Planning & Zoning Board* in regard to their review of the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the *Zoning District Map*, and adopt the necessary revisions.

C. *Quorum.*

A majority of the members of the *Village Commission* constitutes a quorum. Except in the case of an emergency ordinance, which requires four affirmative votes, an affirmative vote of a majority of a quorum present shall be necessary to enact the ordinance.

§ 4.10 Planning and Zoning Board.

A. *Establishment and purpose.*

The Planning and Zoning Board has been created to recommend to the *Village Commission* on all matters within the general purview of planning, zoning, and development. This authority and duty include the following:

1. Consider and recommend to the *Village Commission* as to all petitions for amendments, changes, or supplements to this code, special exceptions, or variances thereto.
2. Consider and recommend to the *Village Commission* as to all petitions for changes in the district boundaries of the land use maps in the *Comprehensive Plan*.
3. Prepare, or recommend, special studies on the location, adequacy, and conditions of specific facilities in North Bay Village, including, for example, studies on recreational facilities, historic buildings, etc.
4. Review and recommend to the *Village Commission* upon all petitions for development orders. In reviewing site plans for development, the Planning and Zoning Board must consider and abide by the provisions of ~~Chapter 9~~ *Chapter 5*.
5. Review and recommend whether specified proposed development conforms to the objectives and policies of the North Bay Village *Comprehensive Plan*.
6. Conduct such hearings as may be required to gather information to render decisions or make recommendations to the *Village Commission*.
7. At maximum intervals of five years, review the provisions of the Unified Land Development Code, the *Comprehensive Plan* and land use maps and the *Zoning District Map*, and forward the results of the review to the *Village Commission* at a public meeting.

B. *Officers.*

1. The members of the board shall elect annually, at the first meeting of the calendar year, by majority vote, a chair and vice-chair from among its members. The chair shall be the presiding officer; the vice-chair shall preside in the absence or disqualification of the chair.
2. The *Village Manager* will provide secretarial staff to the board as needed. Professional service advisors may be utilized as determined by the *Village Commission*.
3. The *Village Mayor* and *Village Manager* shall serve as ex-officio members; however, their participation shall be limited to discussion only. They may not vote or otherwise participate in making recommendations to the *Village Commission*.

C. *Board membership.*

1. General requirements for membership and election of office for the *Planning and Zoning Board* are described below.
2. Membership of the board will consist of five members to be appointed by the *Village*

Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.

3. The members shall be qualified electors of the *Village* as defined in the *Village Charter*.

4. The members shall be, and shall remain during their respective terms of office, residents of the *Village*. When a seat becomes vacant on the board, a successor shall be appointed by the *Commission* to fill the unexpired term.

5. The *Village Commission* can remove any member from the Planning and Zoning Board by majority vote of the Commission.

D. *Meetings.*

The Planning and Zoning Board shall hold regular monthly meetings and may hold special meetings at any other time. Special meetings shall be held on written request of the ~~chairman~~ chairperson and notices shall be mailed three (3) days prior to the special meeting. In the event the ~~chairman~~ chairperson fails to call a special meeting, upon request of any board member, a special meeting ~~shall~~ may be held upon written call of two (2) other members of the board, provided that notices shall be mailed three (3) days prior to the called meeting. The attendance requirement and removal procedure for Planning and Zoning Board members shall be as outlined in Section 32.16 of the Village Code of Ordinances.

E. *Quorum and voting.*

The physical presence of three (3) members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the *Village Commission*.

F. *Authority, duties, and decisions.*

1. The Planning and Zoning Board as established in ~~Sections 32.30 through 32.34~~ *Sections 32. 40* through *32.42* of the Village Charter shall have the authority and duty to consider, act upon, and recommend to the *Village Commission* as to all petitions for amendments, changes, or supplements to these regulations; variances or special exceptions thereto; changes in the district boundaries of the *Zoning District Map*; petitions appealing an administrative decision and amendments to the *Comprehensive Plan*. The board shall also have the power to study and recommend to the *Village Commission* on all matters within the general purview of Comprehensive Planning and zoning.

2. Periodic review.
   It shall also be the duty of the Planning and Zoning Board, in cooperation with the *Village Attorney*, to continuously review the provisions of these regulations, the *Comprehensive Plan*, and the *Zoning District Map* to offer recommendations for the improvement thereof to the *Village Commission*. At maximum intervals of five years, these regulations, the Comprehensive Plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the Planning and Zoning Board and the Village Attorney and shall be presented to the Village Commission at a public meeting.

3. Decisions.

a. All recommendations of the Planning and Zoning Board shall be made by motion at a public hearing of the board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.

b. The *Village Clerk* shall forward copies of all petitions to the Planning and Zoning Board, at least ~~two weeks~~ seven (7) days prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the board shall consider the written recommendations thereon of the Planning and Zoning Official ~~*Building Official* and Plan Examiner~~.

c. After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the *Village Commission* as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner but shall not be necessarily limited by the scope of the petition.

§ 4.11 Code Enforcement. [REFER TO CHAPTER 153 OF THE CODE OF ORDINANCES]

§ 4.12 Village Manager.

The *Village Manager* is designated as the appointing manager of each of the Village's departments and serves as an ex-officio member of the *Planning and Zoning Board.*

§ 4.13 Planning and Zoning Official.

The Planning and Zoning Official shall serve as head of the ~~p~~Planning and ~~z~~Zoning ~~d~~Department. As such, ~~his~~ the duties of the Planning and Zoning Official shall include the following:

~~1~~A. Oversee the appropriate application of the provisions of this code and county and state laws as they pertain to this code.

~~2~~B. Receive all applications for development orders, ~~and~~ development permits, ~~s~~Special ~~a~~Area ~~p~~Plans (SAP)~~, SAP~~ and permits, warrants and waivers; review them for completeness, and initiate processing procedures.

~~3~~C. Ensure that a concurrency evaluation, when necessary, is conducted as part of the processing of each request for development permits and that the results of the evaluation are made a part of the application.

~~4~~D. Coordinate development review of a project, and project related materials to determine if it is consistent with the North Bay Village Unified Land Development Code, adopted *Comprehensive Plan*, and other applicable codes. The review is also meant to provide the applicant with input and assist the *Planning and Zoning Board* and *Village*

Commission in their deliberation of the project.

~~5~~E. Assist the *Village Commission* and *Planning and Zoning Board* through staff reports and recommendations regarding applications for development orders, ~~s~~Special ~~a~~Area ~~p~~Plans, permits, and amendments to the Comprehensive Plan and Unified Land Development Code.

~~6~~F. Ensure appropriate interdepartmental coordination regarding the review and approval of tentative and final plats, final development orders, *SAP Permits*, and final development permits.

§ 4.14 Building Official.

The *Building Official* shall serve as head of the ~~b~~Building ~~d~~Department. As such, ~~his~~ the duties shall include overseeing the appropriate application of the provisions of the Florida ~~b~~Building cCode and county and state laws as they pertain to the ~~b~~Building cCode .

§ 4.15 Development Review Committee (DRC).

A. *Purpose and Intent.*

The purpose of the DRC is to provide a coordinated and integrated review of development applications. The intent of the DRC is to help identify and address technical issues and concerns related to development applications that will subsequently be heard by the Planning and Zoning Board and Village Commission, specifically, but not limited to, site plans.

B. *Composition.*

The DRC shall be composed of representatives from every Village department which typically is involved in the review, implementation, and/or enforcement of development approvals, including Planning and Zoning, Building, Public Works (including solid waste and recycling), Police/Code Enforcement, Parks and Recreation, as well as other departments and Village professional consultants as may be necessary and as may be determined by the Village Manager. Representatives from external agencies may be invited to review and provide input as part of DRC reviews, including but not limited to Miami-Dade Fire Rescue Department, Miami-Dade County Public Schools, Miami-Dade Regulatory and Economic Resources, Florida Department of Transportation. The Chairperson of the DRC shall be the Planning and Zoning Official or another designee of the Village Manager.

C. *Limitations.*

1. The review of projects and comments on development proposals by the DRC shall not be construed to be an approval of any project presented to the development review committee.
2. The comments and input provided by the DRC are not meant to be exhaustive nor address policy questions beyond compliance.
3. Additional comments, questions and requirements, may be raised by the Village Manager, the Planning and Zoning Board and the Village Commission.

D. *Review procedure.*

1. Members of the DRC will complete individual reviews of the development application.

2. A DRC meeting shall be scheduled to discuss the individual member reviews upon the completion of all reviews.

3. Meetings shall be noticed via the Village website that may be supplemented by courtesy emails to registered property owners, and may be conducted virtually or in person.

4. The applicant for the development under review shall be invited to attend and may participate in the discussion, providing additional information or indication of how comments will be addressed.

5. Members of the public may attend the meeting and submit comments in writing, but verbal comments will not be solicited or allowed.

6. After the meeting, members of the DRC will submit their comments in writing to the Planning and Zoning Official, who in turn will communicate the comments (including any comments submitted by members of the public during the DRC meeting) to the applicant.

DIVISION 3, AMENDMENTS AND CHANGES TO UNIFIED LAND DEVELOPMENT CODE AND COMPREHENSIVE PLAN

§ 4.15~~5~~6 Amendments in general.

A. General.

The *Village Commission* may, from time to time, after public hearings before the *Planning and Zoning Board* and the Village Commission, amend or change the text or maps contained in the *Comprehensive Plan*, the district boundaries of the *Zoning District Map*, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.

B. *Process.*

1. Any person may apply to the *Village* to amend the Comprehensive Plan or this Unified Land Development Code.

2. When an application for an amendment is received, it shall be forwarded to the Planning and Zoning Board for its recommendation at least ten (10) days prior to the public hearing at which it will be heard.

3. The *Planning and Zoning Official* will forward ~~his~~ comments to the Planning and Zoning Board prior to the hearing.

4. The hearing by the Planning and Zoning Board on an amendment to the Comprehensive Plan shall be held as provided in *Section 4.16(B)* or *4.16(C),* as applicable, and *4.16(D) of this ULDC* and in conformance with applicable state law.

5. After the hearing, the report and recommendation of the Planning and Zoning Board will be transmitted to the Village Commission.

§ 4.167 Amendments to the Comprehensive Plan.

A. *Generally.*

Amendments to the Village's *Comprehensive Plan* shall be undertaken only in accordance with the provisions for such amendments as set forth in *Section 163.3184* Florida Statutes.

B. *Village initiated changes.*

1. The *Village Commission* may initiate amendments to the *Comprehensive Plan* pursuant to the provisions of *Section 163.3184*, Florida Statutes.

2. Approval of any change to the *Comprehensive Plan* shall require the affirmative vote of a majority of the members of the *Village Commission* present.

C. *Property owner-initiated changes.*

1. Changes involving land use boundaries or categories.

a. A request, by a ~~duly certified~~ property owner or ~~his~~ duly certified owner representative or agent, for a change in land use category or boundaries shall be considered only if owners of at least 51 percent of the property involved in the requested change submit to the *Village cClerk* a duly signed and notarized petition accompanied by the proper fee.

b. The *Planning and Zoning Official* ~~will~~ shall review the application for the requested change in land use boundary or category and make a determination whether or not the requested change qualifies as a small scale ~~development activity~~ plan amendment under the provisions set forth in *Section 163.3187(1)*, Florida Statutes.

(1) If the requested change qualifies as a small-scale ~~development activity~~ plan amendment under the provisions of *Section 163.3187(1)* Florida Statutes the *Village Clerk* ~~will~~ shall schedule the first required public hearing before the *Planning and Zoning Board*, acting as the *Local Planning Agency*, to be held not more than 60 days after the application submission is found to be complete. The Local Planning Agency shall make a recommendation to the *Village Commission*. Thereafter, the *Village* shall conduct the amendment process as provided for under the provisions of the *Community Planning Act*.

(2) If the requested change does not qualify as a small-scale ~~development activity~~ plan amendment under the provisions of *Section 163.3187(1)*, Florida Statutes, the *Planning and Zoning Official* ~~will so~~ shall notify the applicant and the *Village Clerk* ~~will~~ shall schedule the first required public hearing before the *Planning and Zoning Board*, acting as the *Local Planning Agency*, to be held not more than 60 days after the application submission is found to be complete. Thereafter, the *Village* shall conduct the amendment process as provided for under the provisions of the *Community Planning Act* governing the Expedited State Review

Process.

c. Approval of any change in a land use category or boundary shall require the affirmative vote of a majority of the members of the *Village Commission* present.

d. *Reapplication*.
No property owner application for amendment to the *Comprehensive Plan* involving changes of land use boundaries or categories shall be filed less than one year after the date of disapproval by the *Village Commission* or conclusion of an appeal, whichever is later, of an application involving the same land or any portion thereof.

2. *Changes to the Comprehensive Plan not involving land use categories or boundaries.*
a. Any resident of the *Village* may request an amendment, not involving land use categories or boundaries, to the *Comprehensive Plan*.

b. Such requests shall be submitted, in writing, to the *Village Clerk*, accompanied by the reasoning and benefits expected to accrue to the *Village* as a result of the proposed change.

c. The *Village Clerk* shall forward the request to the *Village Commission* for its consideration.

d. If the *Village Commission* determines that the proposal warrants further consideration, it will schedule the proposal for consideration.

e. Approval of any change to the *Comprehensive Plan* shall require the affirmative vote of a majority of the members of the *Village Commission* present.

D. *Public hearings.*
Public hearings conducted to consider amendments to the *Comprehensive Plan* shall, at a minimum:
1. Comply with the requirements of state law.

2. Permit any person to submit written recommendations and comments before or during the hearing.

3. Permit a reasonable opportunity for interested persons to make oral statements.

E. *Expiration of application.*
A property owner initiated application to amend the *Comprehensive Plan* shall expire 180 days after written notice has been served by the *Planning and Zoning Official* to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the *Village* with the requested information, has not provided evidence to the Village ~~that has~~ about undertak~~en~~ing the specific action(s) set forth in the written notice, or has not requested, in writing, an extension.

§ 4.17~~8~~ Amendments to the Unified Land Development Code.

A. *Spot zoning.*

1. Prohibited.
Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the *Zoning District Map* or these regulations.

2. Defined.
Spot zoning, for the purposes of these regulations, is defined as having one or more of the characteristics set forth in subsections a – c.

a. Individuals seeking to have property rezoned for their private use, with the application showing little or no evidence of one or more of the following:

(1) ~~c~~Consideration of the general welfare of the public;

(2) ~~t~~The effect on the surrounding property (including adequate buffers);

(3) ~~w~~Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) ~~or c~~Conformity to generally accepted *Comprehensive Plan*ning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)~~;~~.

b. The proposed change is not in conformity with the *Comprehensive Plan*.

c. The proposed rezoning would grant privileges not generally extended to any property similarly located in the area.

B. *Amendments rezoning property or substantially changing the uses permitted in zoning districts.*

1. Conditions for approval. No proposed zoning amendment shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. ~~(~~When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved~~)~~.

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the *Comprehensive Plan* and sound Comprehensive Planning and Zoning principles.

2. Procedures for rezonings associated with a Special Area Plan in the Urban Core (T6) Zone are set forth in Chapter 15.

2. Reconsideration of district boundary changes. When a proposed change in *District Boundaries* has been acted upon by the *Village Commission* and disapproved or failed of passage, such proposed change, in the same or substantially similar form, shall not be reconsidered by the Village Commission for a period of at least six (6) months following the date of such action.

C. *Amendments that do not rezone property or substantially change uses permitted in zoning districts.*

Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts, including changes associated with a Special Area Plan (as per Chapter 15), shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted *Comprehensive Plan*.

CHAPTER 5, PERMITS AND DEVELOPMENT APPROVALS

§ 5.1 - Purpose and intent.

The purpose of this ~~c~~Chapter is to set forth the application and review procedures required to obtain development orders and certain types of permits; to establish regulations, procedures and standards for review and approval of all proposed development in the *Village* and to adopt a development review process that is efficient in terms of time and expense; effective in addressing the natural resource and public facility implications of proposed development; and, equitable with regard to established regulations and procedures, respect the rights of property owners and consideration of the interest of the citizens of the *Village*.

§ 5.2 - Development permit required.

No development allowed by this Code, including *Accessory Use* and temporary uses, shall be established, or changed, no *Structure* shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Unified Land Development Code until there is on file in the *Village* an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Unified Land Development Code or any other applicable laws.

A. *Special Area Plan Permit.*

All development within an approved ~~s~~Special ~~a~~Area ~~p~~Plan (SAP) shall be reviewed and approved through an SAP permit. In addition, all other permits necessary to develop property within the project, such as *Warrants*, *Waivers*, *Variances*, and Exceptions, shall be approved consistent with the approved SAP and provisions of this Code, and subject to the equivalent fee to those established by this Chapter and the Village *Code of Ordinances*.

B. *Review and approval process.*

1. The *Planning and Zoning Official* shall review each submitted application for an *SAP permit* for completeness within seven (7) business days of receipt. Upon verification by the Planning and Zoning Official, the application shall be reviewed for consistency with the approved SAP plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*.
    a. Approvals shall be granted when the application is consistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Conditional approvals shall be issued when the application requires conditions in order to be found consistent with the SAP, inclusive design guidelines, development agreement, the North Bay Village Unified Land Development Code and Comprehensive Plan, as applicable. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still is inconsistent with the SAP, design guidelines, development agreement, the North Bay Village Unified Land

Development Code and Comprehensive Plan, as applicable. The decision of the *Planning and Zoning Official* shall include an explanation of the Code requirements for an appeal of the decision.

b. An *SAP Permit* shall be valid for a period of two (2) years during which time a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one (1) time extension, for a period not to exceed an additional year, may be obtained if approved administratively by the *Village Manager* upon written request by the Applicant and subject to the equivalent fee to those established by the Village Code.

2. Depending on the scope of the SAP permit application, the *Planning and Zoning Official* may request a coordinated development review of the application and may refer the application to the *Planning and Zoning Board* and *Village Commission* for review and approval.

C. *Appeal of an SAP Permit*

1. Appeal of the determination of the *Planning and Zoning Official* shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.4*, and *Section 4.5*, of this Code.

D. *Modifications to a previously approved SAP Permit*

1. All applications for modifications of an approved SAP Permit shall be submitted in writing to the *Planning and Zoning Official* explaining the need for corrections and accompanied by any required fees established by the *Village* adopted *Fee Schedule*. Except for minor modifications, the permit may be amended only pursuant to the procedures and standards established for its original approval. The *Planning and Zoning Official* shall review criteria established in Village Unified Land Development Code to determine the degree of the modification.

2. Minor modifications shall be reviewed for compliance with the regulating plan, design guidelines, development agreement, the North Bay Village Unified Land Development Code and *Comprehensive Plan*, as applicable. If found to be in compliance, the *Planning and Zoning Official* shall grant the application for minor modification.

DIVISION I, PROCEDURES FOR OBTAINING DEVELOPMENT ORDERS

§ 5.3 – Application required.

Application for any development order shall be made in writing on the appropriate form obtained from the *Village Clerk* and shall be made by the owner(s) of the property for which the action is being requested or by ~~his~~ the authorized owner's representative or agent.

A. Complete applications required.

1. Completeness Determination. An application for any review under Division shall be submitted in the appropriate format and shall contain all information required by this article. Upon receipt of an application, the Planning and Zoning Official shall review such application for completeness.

a. The Planning and Zoning Official shall return to the applicant any application found not to be complete, with a specific list of missing items or other deficiencies.

b. If an application is found to be complete, the Planning and Zoning Official shall submit it for processing in accordance with this Code.

2. Filing Fee Required. No application shall be considered complete unless accompanied by the proper filing fee.

B. Multiple reviews.

Projects may require completion of various separate but related procedures in order to secure final approval. Compliance with all applicable procedural and application requirements set forth in this ULDC is required for the following types of applications:

1. Rezoning and Text Amendments, including SAPs
2. Subdivision/Platting
3. Use Exception
4. Variances
5. Site Plan Reviews
6. Administrative Warrants and Waivers

C. Separate and combined applications.

A separate application shall be required for each request listed above, but all applications related to the same project may be submitted together and processed concurrently or sequentially, as may be appropriate in regards to the timing of each.

§ 5.4 – Designation as minor or major development.

At the time the owner or ~~his~~ authorized owner's representative or agent requests an application for development order, the ~~department~~ Planning and Zoning Official shall determine whether the proposed project constitutes a minor development 1, minor development 2, or major development.

A. Minor development 1.

1. A development will be designated a minor development 1 if it contains two (2) or fewer *Dwelling Units* or not more than 299 square feet of commercial use.
2. Minor development 1 projects will be reviewed and approved administratively by the ~~*Building Official*~~ *Planning and Zoning Official* or designee.

B. Minor development 2.

1. A development will be designated a minor development 2 if it contains from three (3) to

six (6) *Dwelling Units* or from 300 to 10,000 square feet of commercial use.

2. Minor development 2 projects will be heard at public hearings before the *Planning and Zoning Board* and the *Village Commission*.

C. *Major development.*

1. A development shall be designated as a major development if it contains seven (7) or more *Dwelling Units* or more than 10,000 square feet of commercial use.

2. Major development projects will be heard at public hearings before the *Planning and Zoning Board* and the *Village Commission*.

D. *Government uses and facilities.*

1. Government-provided uses or facilities developed by the Village, or through an agent of the Village, on public property, are not subject to the review requirements of this Division, and may be approved by Resolution of the Village Commission. The Village Commission may however, at its discretion, voluntarily subject such government-provided uses or facilities to the review requirements of this Division. The Village may withdraw a project from further review under this Division at any time without penalty.

§ 5.5 – Basic application requirements for all developments.

~~Five (5) copies of t~~The following basic materials shall be submitted electronically to the *Planning and Zoning Official* before any application for a development order shall be reviewed and deemed complete by the Planning and Zoning Official. A detailed *Checklist* shall be provided to the Applicant by the Planning and Zoning Official.

A. The Village's standard application forms, completed, signed by all property owners or their designated agents, and notarized. In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.

B. A *Survey* at a scale of not less than one-inch equals 40 feet, prepared by a registered land surveyor and not more than one (1) year old and including the legal description of the property, all *Easements*, and *Rights-of-Way*.

C. Except for a single-family residence, a site plan to include physical features in or adjoining the site, as described in Sec. 5.8, proposed driveways, *Alleys*, *Off-Street Parking* and *Loading Areas*, storm drainage, sanitary sewer facilities, and lighting systems.

D. Preliminary floor plans and elevations of proposed buildings at not less than 1/16-inch scale.

E. Location, height, and type of all proposed *Buildings*, *Walls*, *Signs*, landscaping, and *Open Space*. Tabular project summary including total acreage, project density and floor area ratio (FAR), *Lot Coverage*, open space, and number of parking spaces. If *Variances*, *Use Exceptions*, *Waivers*, and *Warrants* are being requested, the extent of these variances from requirements shall be noted.

F. Level of service assessment report prepared pursuant to ~~(See~~ Division 2, *Section 5.17*

through *Section 5.20*~~)~~.

G. Development approval fees, cost recovery deposit pursuant to *Section 5.12* and all other fees set forth in per the Village's adopted *Fee Schedule*, as may be amended from time to time.

H. Preliminary civil engineering plans, including at a minimum, schematics of proposed water and sewer distribution, signing and pavement markings, grading, stormwater management plans, drawn, signed and sealed by a professional engineer following the standards and guidelines provided by the Village's Public Work Department. Preliminary stormwater calculations shall be submitted demonstrating compliance with the standards and requirements of Division 7, Chapter 9 of this ULDC.

I. Existing tree survey and tree disposition plan (if applicable) along with proposed landscape plans drawn, signed and sealed by a Florida registered architect or landscape architect, including but not limited to proposed plant lists, maintenance plan, planting details, hardscape materials, site lighting, and site furnishings and irrigation design.

J. Green building program compliance documentation per Sec. 8.22.

K. Documentation of existing, approved plat.

L. Opinion of Title, if applicable.

§ 5.6 – Major development application requirements.

In addition to the basic application requirements of *Section 5.5*, ~~five (5) copies of~~ the following documents may be required by the Planning and Zoning Official to accompany an application for a major development permit:

A. Development impact study which shall demonstrate whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, infrastructure, environment, and housing supply of the Village.

1. Transportation impact analysis (TIS). A TIS shall be required for all applications for projects consisting of more than twenty (20) residential units, or more than seven thousand (7,000) sq. ft. of commercial space, unless the applicant secures a waiver as provided below.

a. When required, the TIS shall be used to determine, among other things and without limitation, the transportation impacts that a project will create, with a traffic methodology approved by the Planning and Zoning Official or a designee, and ways to mitigate both the number of vehicle trips and the vehicle miles traveled to and from the project proposed in the application including drawings of such mitigation proposals when required by the Planning and Zoning Official.

b. The Planning and Zoning Official may require a TIS for projects consisting of less than the thresholds set forth above, if it is determined that the application has an impact on roadway or transportation networks that justifies such an analysis as part of the application process.

c. Alternatively, the Planning and Zoning Official may waive the requirement of a transportation impact analysis if an application proposes a project generating less than seventy-five (75) vehicle trips per day, or it is determined that any roadway or transportation impacts could be resolved during concurrency review or will produce de minimis impact (i.e., less than 1%).

d. The analysis may be discussed with the Planning and Zoning Official or a designee during a pre-application meeting. and a Memorandum of Understanding may be entered into to define the methodology and parameters of the transportation impact analysis. Trip generation rates shall be taken from professionally recognized sources.

2. Environmental impact studies, soil assessments, and other types of studies prepared by a registered professional may be required based on existing characteristics or conditions of the site or on the type or scope of the proposed project.

3. The Village Commission, Planning and Zoning Board, Village Manager or designee, shall have the same authority as the Planning and Zoning Official to require any type of impact analysis, including but not limited to a TIS when an application is presented to them for review.

B. Description of the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's *Comprehensive Plan*.

C. Listing of any special permits, variance, or exemptions or any other *Village* ordinance that may be required.

§ 5.7 – Review of development plan.

A. Within fifteen (15) working days of receipt of a petition for development plan approval the ~~Building Official~~ *Planning and Zoning Official* shall:

1. Determine whether or not the information is complete or incomplete, and if incomplete inform the applicant in writing of the deficiencies. The applicant may submit an amended plan within ten (10) days without payment of a reapplication *Fee*.

2. ~~Determine that~~ If the petition is complete.

a. If the petition is for a minor development, approve or disapprove the application.

b. If for a major development, proceed with the following procedures.

B. Prepare a written report setting forth the factual conclusions and:

1. Recommend that the petition be approved or approved with conditions.

2. Recommend that the proposed development permit be denied; or

3. Recommend that the petition be denied unless specific modifications are made. The modifications shall be described in sufficient detail and exactness to allow the Applicant to amend ~~his~~ the request accordingly.

C. Review by *Planning and Zoning Board* and *Village Commission*.

1. Site plans for projects designated as Minor development 2 and Major development per Sec. 5.4 of this ULDC shall be reviewed by the Planning and Zoning Board and the Village Commission.

2. Determination of readiness for public hearing shall be at the discretion of the Planning and Zoning Official based on technical staff review and the satisfaction of all their comments and of the Village Clerk, subject to notice, compliance, posting, mailing, and cost recovery.

3. Determination of the number of paper copies to be submitted by the applicant for each public hearing shall be satisfied at the discretion of the Village Clerk.

4. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of *Chapter 9*.

5. The review by the *Planning and Zoning Board* and *Village Commission* shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the *Village* and the *Florida Building Code*; and that the proposed development or redevelopment has a design and arrangement which:
   a. Protects against and minimizes any undesirable effects upon contiguous and nearby property.
   b. Provides sufficient *Off-Street Parking* and *Loading Facilities* so that it will not be necessary to use the *Streets* in the vicinity for this purpose.
   c. Provides sufficient *Setbacks*, *Open Space*, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
   d. Can be accommodated by existing community roads, services, and *Utilities*, or the necessary additions are provided by the developer.

6. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.

7. Requests for *Variances*, use exceptions, *Warrants*, and *Waivers* shall require a separate public hearing.

§ 5.8 – Site plan review approvals~~, site plan and model required~~.

A. ~~Site plan and model required.~~

~~For any proposed development or redevelopment within the *Village* other than a single-family residence, a site plan and a digital visualization or virtual reality computer model, or an architectural model built to scale, shall be furnished to the *Village Manager* or his/her a designee. Within ten (10) days prior to the *Planning and Zoning Board* public hearing, the applicant shall make available for view a computer model or an architectural model and photographs depicting same. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the *Village Commission*. The photographs depicting the model and any computer model shall become part~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~of the public records. Any computer or architectural model shall demonstrate the proposed structure as well as existing structures on either side. The a~~Applicant ~~shall affirmatively demonstrate that no setback for the new *Structure* shall conflict with the existing or approved structure on either side of the proposed structure.~~

~~*B. Site plan requirements.*~~

Approval of ~~the~~ a site plan shall meet the requirements of *Section 4.2*. The site plan shall include, but not be necessarily limited to, the following information ~~material~~ which shall be listed, along with any other required documentation, in a checklist maintained by the Planning and Zoning Official. Site plans shall ~~including~~ conforma~~nce~~ with all applicable State laws and those of Miami-Dade County.

1. The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.
2. The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.
3. Existing and proposed zoning *District Boundaries*.
4. Existing *Easements* (with the ownerships thereof noted on the plan), *Property Lines*, *Streets*, *Building*, and other physical features in or adjoining the project.
5. Proposed *Streets*, *Alleys*, driveways, walkways, curb cuts, *Off-Street Parking Spaces*, *Loading Areas*, outdoor lighting systems, storm drainage, and sanitary sewer facilities.
6. Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16-inch scale.
7. Location, height, and type of all proposed *Buildings*, *Structures*, *Uses*, *Signs*, *Fences*, *Walls*, landscaping, and *Open Space*.
8. Tabular project summary, indicating the total acreage, plot area density, *Lot Coverage*, *Open Space*, and *Off-Street Parking Spaces*. If *Variances* are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.

B. Visualizations.

1. At least ten (10) days prior to the *Planning and Zoning Board* public hearing, the applicant for a site plan shall submit the following in a format suitable for easy display to and access by the public:

   a. A minimum of three (3) digital visualizations, virtual reality computer model, or an actual architectural model of the project built to scale. Color renderings shall provide visualization of the massing, shape, design, texture, and scale of proposed buildings and landscaping. All visualizations, digital or physical, shall demonstrate the proposed structure(s) in context with existing structures on adjacent/surrounding properties.

b. If the proposed building is more than 150 feet in height, a professionally prepared shadow study, analyzing shadows for the solstice and equinox at 9:00 A.M., 12:00 Noon, and 3:00 P.M., occurring on the following dates: Junes 21st or 22nd (summer solstice), September 21st and March 21st (winter solstice). The shadow study shall utilize the correct sun angle altitude and azimuth, with sun direction clearly illustrated, and shall show all properties impacted by project shadows.

2. All visualizations and/or photographs of any architectural model submitted shall become part of the public record of the project.

3. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the *Village Commission*.

~~10. Review by Planning and Zoning Board and Village Commission.~~

~~a. Site plans for a building(s) or buildings which contain more than two (2) Dwelling Units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the Village Commission.~~

~~b. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of Chapter 9.~~

~~c. The review by the Planning and Zoning Board and Village Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the Village and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:~~

~~(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.~~

~~(2) Provides sufficient Off-Street Parking and Loading Facilities so that it will not be necessary to use the Streets in the vicinity for this purpose.~~

~~(3) Provides a sufficient Setbacks, Open Space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.~~

~~(4) Can be accommodated by existing community roads, services, and Utilities, or the necessary additions are provided by the developer.~~

~~d. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.~~

~~e. Requests for Variances, use exceptions, Warrants, and Waivers shall require a separate public hearing.~~

§ 5.9 – Waterfront sites.

Any proposed development or redevelopment that involves a waterfront site must obtain approval from Miami-Dade County *Shoreline Review Committee* pursuant to the provisions of Sec. 9.11 of

this ULDC.

§ 5.10 – Administrative approval of site plan modification.

A. Authority and applicability.

An amendment to a site plan that has been approved by the *Planning and Zoning Board* and the *Village Commission* pursuant to *Sections 4.2* and *5.8* may be approved by the *Village Manager* upon recommendation of the Village *Planning and Zoning Official* without further review or approval by any such body, if it falls under one or more of the following categories ~~as follows~~:

1. Any modification to the overall combination of unit types within the *Building(s)* shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent (5%) of the total number of *Dwelling Units* of the approved site plan and the resulting total number of units does not exceed the allowable density under the North Bay Village's Unified Land Development Code.

2. Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of the North Bay Village's Unified Land Development Code. Further, the total *Floor Area* for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in the North Bay Village's Unified Land Development Code. Any increase in the number or in the size of units will be subject to review in order to determine if *Concurrency* requirements are met.

3. Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with the North Bay Village's Unified Land Development Code and does not result in a modification of the number of floors for the approved site plan.

4. Any modification to increase or decrease the number of parking spaces or loading spaces within the approved site plan made in order to conform the *Off-Street Parking* or loading of the approved site plan to any modification of a nature described in subparagraphs A.1 or A.2, preceding, provided that the modification shall be substantially consistent with the approved site plan and not in violation of the North Bay Village's Land Development Code or any applicable state of federal law.

5. Any modification to the footprint of any *Building* shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of the North Bay Village's *Code of Ordinances*.

6. See also *Warrants* and *Waivers* set forth in Chapter 15, *Section 15.1.H*.

B. Limitations.

Any modifications approved by the *Village Manager* upon recommendation of the *Village*

Planning and Zoning Official pursuant to *Section 5.9* shall be subject to the following limitations:

1. Any modification to an approved site plan not expressly authorized under Section 5.9 shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in *Section 5.8*.

2. Modifications to an approved site plan approved pursuant to *Section 5.9* shall take effect upon approval by the *Village Manager*, upon recommendation of the Village *Planning and Zoning Official*.

C. Procedure.

1. Complete applications for an administrative approval of site plan modification shall be submitted electronically to the *Planning and Zoning Official* or a designee in an application form provided by the *Village*, with copy to the Village Clerk. The Planning and Zoning Official may also request paper copies of certain documents.

2. To be deemed complete, an application shall include:

   a. Documentation of a previously approved site plan/development order.

   b. A *Certified Land Survey* dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.

   c. Accurately dimensioned plans showing the proposed modification(s).

   d. Additional plans and/or studies as may be required by the Planning and Zoning Official, based on the scope of the proposed modification(s).

   e. A letter of intent explaining the nature of and rationale for the proposed modification(s); evidence that the request complies with subsection A. of this section; and other pertinent information. Insufficient justification may result in denial of the application.

   e. Filing fees and cost recovery deposit (Refer to the most current North Bay Village *Fee Schedule*).

3. The Planning and Zoning Official shall review the application for completeness, and a completeness or incompleteness memo is prepared, accordingly. The file will be placed on hold and will not be processed further until the applicant responds to an incompleteness determination.

4. Notice of a site plan modification request shall be mailed by the applicant to property owners within the same radius as those notified of the original approval hearing, on a form provided by the Village Planning and Zoning Official. The notification shall:

   a. Accurately describe the modification(s) and the reason(s) for the request, and provide options for viewing the proposal and for supporting it or objecting to it.

   b. Be sent via first class mail, return receipt requested, to property owners of record, as reflected on the latest Miami-Dade County Property Appraiser's tax roll.

5. The applicant shall present proof to the Planning and Zoning Official that a notification meeting the above-listed requirements has been sent, including all return receipts and responses, if any. A US Postal Service return of the notice as undeliverable shall be considered acceptable proof.

6. Once the application has been deemed complete, it may be referred for development review if the Planning and Zoning Official determines such multidisciplinary review is necessary. A consolidated set of development review comments shall be issued in writing. In response, the applicant may modify the request, plans or supporting documentation. The applicant may also request a meeting with the Planning and Zoning Official or members of the development review team to discuss revisions or additional information regarding the application.

7. After comments are addressed by the applicant, the Planning and Zoning Official shall issue written findings and a recommendation to the Village Manager regarding the applicable criteria and any other applicable regulations.

8. The findings and recommendation shall be used by the Village Manager to approve, approve with conditions, or deny the application for site plan modification.

C. ~~Courtesy notification of an approved site plan modification review will be given to property owners subject to the requirements of Section 4.4.A., hearing and notices, of the North Bay Village's Unified Land Development Code.~~ Notification for Warrants and Waivers shall be in compliance with procedures established in Chapter 15, *Section 15.1.H*.

§ 5.10~~1~~1 – Expiration of site plan approval.

Site plans approved in accordance with these regulations shall expire two (2) years following final approval by the *Village Commission* unless otherwise approved by development order. Such site plans may be granted no more than two (2) one-year renewals subject to approval by the Village Commission. To avoid expiration of the site plans the applicant must apply for a full building permit within the time frames set forth above.

§ 5.11~~2~~2 – Building permits.

While both development permits and development orders are considered development orders by state law, building permits are distinguished in this Code as approvals for actual construction or installation.

A. *Authority*

The ~~South~~ *Florida Building Code* has been adopted by North Bay Village as the "Building Code of North Bay Village." All applications for building permits shall be submitted to and processed by the *Building Official*.

B. *Requirements and conditions*.

The following requirements shall be met prior to the processing of any application for a building permit.

1. All petitions must be accompanied by two sets of plans and specifications prepared in accordance with the requirements of the ~~South~~ *Florida Building Code*. The plans must include a survey prepared by a registered land surveyor.
2. Petitions must include a level of service assessment (see *Section 5.18*).
3. Petitions for development or redevelopment other than for a single-family residence must contain a site plan which contains:
   a. Existing and proposed future land use and *Zoning District Boundaries*.
   b. Existing *Easements* and all physical features in or adjoining the project.
   c. Proposed *Streets*, *Alleys*, curb cuts, *Off-Street Parking* spaces, *Loading Areas*, outdoor lighting, storm drainage, and sanitary sewer facilities.
   d. Tabular project summary indicating *Lot Area*, building area, density, and *Off-Street Parking* spaces.
   e. Location, type, height of all proposed *Buildings*, *Signs*, *Fences*, landscaping, and *Open Space*.
   f. Petitions must be accompanied by the appropriate filing fee as set forth in *Section 5.12*.

§ 5.1~~2~~3 - Filing fees, charges for consultant services, and escrow account.

A. *Consultants.*
1. The *Village Manager* and/or ~~his/her~~ designee as part of the review of any development application presented to the *Village*, may refer any such application to such engineering, planning, legal, technical, environmental, or other professional(s) consultants employed or retained by the Village ("consultant(s)") as the ~~m~~Manager shall deem reasonably necessary to enable ~~him/her to~~ the review such application as required by law.
2. Charges made by such consultants shall be made in accordance with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the *Village* and the consultant.
3. The consultant's services shall be charged at the hourly rates specified in the particular consultant's agreement with the *Village*. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery deposit.

B. *Cost recovery established.*
1. The applicant shall reimburse the *Village* for the actual cost of ~~C~~consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.
2. Payment in full by the applicant to the *Village* for the Village's actual expenditures for review of the application shall be a written condition of any development order. These

cost recovery deposits *Fee* shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code.

C. *Cost recovery procedure*.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit *Fee* outlined in the development approval fee and cost recovery deposit schedule set forth in this ~~s~~Section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the *Village* for the cost of consultant services.

2. The *Village* shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3, a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the *Village Manager*'s review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

D. *Review of consultant's charges*.

Upon a determination by the *Village Manager* or ~~his/her~~ designee that there has been a miscalculation concerning a consultant's *Fee*, the Village Manager or ~~his/her~~ designee is authorized to review the charges and issue a credit or refund a portion of the cost recovery deposit.

E. *Fees.*

Filing fees, cost recovery deposits and fees for copies and other services are listed in *Fee Schedule* as set forth by the *Village Manager* and adopted by Resolution of the *Village Commission*.

F. *Subsequent review and resubmission fees*.

1. A resubmission fee shall be required to be submitted by the applicant as specified in this ~~s~~Section.

2. If an application is deemed incomplete, is withdrawn prior to the hearing by the board or commission, is deemed withdrawn for failure to respond to a request for information

necessary for review, or suspended for nonpayment of required additional cost recovery *Fees* within the required timeframe, any subsequent submission shall be accompanied by a resubmission fee of ~~50~~ fifty percent (50%) of the original application filing fee.

3. Should the project be substantially changed or modified so that, in the opinion of the *Village Manager* or ~~his/her~~ designee it represents a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

G. *Refund.*

1. *Fees.* All fees shall be deemed nonrefundable unless the refund request has been received prior to administrative review or public advertisement.

2. *Cost recovery escrow account.* Upon final approval or denial of an application, expiration of any applicable appeal period, and payment of all consultant charges, the *Village* shall refund to the applicant any funds remaining in the cost recovery escrow account.

~~§ 5.13 – Reserved.~~

§ 5.14 – Errors, violations, and permits erroneously issued.

A. The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this ULDC. No permit presuming to give the authority to violate or cancel the provisions of this ULDC shall be valid except insofar as the work or use which it authorizes is lawful.

B. The issuance of a permit upon plans and specifications shall not prevent the *Building Official* from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this ULDC, or any ordinance of the *Village*.

D. A permit issued through administrative error, in violation of this ULDC, or on the basis or incomplete or incorrect information supplied, shall give the permittee no vested rights and shall be suspendable or revocable by the *Building Official*, regardless of the source and nature of the defect.

E. When permits are issued through administrative error, it shall be called to the attention of the permit holder as soon as it is discovered. The situation shall be ~~voluntarily~~ corrected by the permit holder to the satisfaction of the *Village Administration* within a reasonable amount to time to be determined by the Administration. In the event of an unresolved dispute between the permit holder and the *Administration*, the permit holder shall have the right to an administrative appeal according to the procedures set forth in *Section 4.5*.

§ 5.15 – Certificates of occupancy.

A. No premises shall be used and no *Building* hereafter erected or structurally altered shall be used, occupied, or changed in use until a certificate of occupancy and compliance has been

issued by the *Building Official* stating that the building or premises complies with the ~~South~~ *Florida Building Code* and the provisions of these regulations. In the event there is a question as to the nature or legality of a use, the Building Official shall require affidavits and such other information as he may deem appropriate or necessary to establish the nature and legality of the use before issuance of a certificate of occupancy.

B. No permanent or final electrical service will be permitted until a final certificate of occupancy has been issued.

C. Whenever a request has been made to the *Building Official* for the issuance of a certificate of occupancy, it shall be accompanied by a certificate of compliance consisting of affidavits from the building contractor (or owner-builder) responsible for the building and the architect or engineer whose seal appeared on the original and all supplementary plans filed in support of the application. The affidavits by the architect or engineer and the building contractor (or owner-builder), respectively, shall state affirmatively that the plans and specifications and all changes thereto are in compliance with, and that the buildings or structures have been substantially completed in accordance with, the ~~South~~ *Florida Building Code* and this ~~c~~Chapter or any variance thereto lawfully granted by the *Village Commission*.

D. Temporary certificates of occupancy may be issued for commercial or multi-family *Structures* for purposes of testing. No temporary certificate of occupancy may be issued for a single-family residence. No occupancy of a single-family residence shall be permitted until a final certificate of occupancy has been issued.

E. The *Building Official* shall not issue any certificate of occupancy for any new or remodeled or otherwise structurally altered building without first receiving the certificate of compliance as set forth in subparagraph C, above. Upon the receipt of the certificate of compliance, it shall be examined by the Building Official.

F. Following a physical examination, ~~by the Building Official,~~ determination of compliance with all applicable codes and ordinances, and conditioned upon ~~his~~ the Building Official's written certification of the accuracy of the information contained in the affidavit supporting the certificate of compliance, the Building Official shall issue a certificate of occupancy.

G. Any person submitting false information by affidavit in support of a certificate of compliance may receive the maximum punishment as provided by the *Village Charter*. Any certificate of occupancy issued upon information supplied therein shall be subject to revocation.

H. No final inspection shall be made, nor shall any certificate of occupancy be issued until all *Fees* and charges due to the *Village* pertaining to the property are fully paid.

§ 5.16 –Vacation of streets, alleys, easements, and public rights-of-way.

A. *Policy declaration.*

The *Village* declares the following to be its general policy regarding vacation of *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way*. The vacation of streets, alleys, easements, and public rights-of-way shall be considered based primarily, but not exclusively, on the effect on utilities

located in said rights-of-way, emergency services access, feasibility of road construction, access to *Lots* abutting the vacation, area traffic patterns and adjacent landowners' input.

B. *Vesting of title upon vacation.*

Whenever any property has been conveyed to, or acquired by, the *Village* for use as a *Street*, *Alley*, *Easements*, and public *Rights-of-Way*, and thereafter is vacated, title to the lands included within such street, alley, easement, or public right-of-way, or so much thereof as may be vacated, shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows:

1. In the event that a *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way*, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to vacated property shall vest in the owners of the land abutting the vacated property at the time said property was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land.

2. In the event that less than the entire width of a *Streets*, *Alleys*, *Easements*, and public *Rights-of-Way* is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion.

3. In the event that a *Street*, *Alley*, *Easements*, and public *Rights-of-Way* bounded by straight lines is vacated, title to vacated property shall vest in the owners of the abutting land, with each owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A. and B. of this section. In the event that the *Boundary Lines* of abutting lands do not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. herein.

4. In all instances not specifically provided for, title to the vacated property shall vest in the owners of the abutting *Land*, with each owner taking that portion of the vacated property to which ~~his~~ land or any part thereof is nearest in proximity.

5. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

C. *Reservation of land for utility uses.*

In the event of vacation, *Easements* may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, or drainage and appurtenances, and for electric, telephone, cable and similar lines and appurtenances.

D. *Vacation to be accomplished by ordinance.*

If the *Village Commission* approves an application for a vacation, the actual vacation of any property within a *Street*, *Alley*, *Easements*, or public *Rights-of-Way* within the *Village* shall be accomplished by ordinance.

E. *Recordation of vacation ordinance.*

Any ordinance for vacation of any *Street*, *Alley*, *Easements*, or public *Rights-of-Way* within the *Village*, once duly passed and effective, shall be recorded or caused to be recorded by the Village in the official records of Miami-Dade County. The vacation shall not be effective until such recording has been completed and the applicant who initially requested the vacation has

reimbursed the Village for its recording costs and *Fees*. No permits shall be issued until such time as the recordation of the vacation has been completed.

F. *Reapplication.*
No application for a vacation of streets, alleys, easements, or public rights-of-way shall be filed less than one year after the date of disapproval by the *Village Commission* or conclusion of an appeal, whichever is later, of an application for vacation involving the same *Land*, *Easements*, or *Rights-of-Way* or any portion thereof.

G. *Expiration of application.*
An application for the vacation of a *Street*, *Alley*, *Easements*, or public *Rights-of-Way* shall expire 180 days after written notice has been served by the *Building Official* to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the *Village* with the requested information; has not provided evidence to the Village ~~that he/she has~~ about undertak~~en~~ing the specific action(s) set forth in the written notice; or has not requested, in writing, an extension.

§ 5.17 – Certificates of use.

A certificate of use confirming that a property or structure has the appropriate zoning for its proposed use shall be required for all new businesses, a change in ownership of an existing business or a change in the character of occupancy of any existing business. Such certificate shall be obtained from the Planning and Zoning Official prior to the issuance of a business tax receipt.

§ 5.18 – Unity of title submittal and procedures.

A Unity of Title, as defined in Chapter 3 of this ULDC, shall be required as specified below and shall be a prerequisite to the issuance of a building permit:

A. Required. A Unity of Title is required in the following cases:

1 Whenever the building site consists of more than one lot or parcel and the main building is located on one lot or parcel and auxiliary or accessory use buildings are located on the remaining lot or parcel comprising the building site.

2 Whenever the building site consists of more than one lot or parcel and the main building is located on one or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.

3 Whenever a Unity of Title is required by a provision within this Code or is specifically required by an ordinance or resolution passed and adopted by the Village Commission.

B. Submittal. A Unity of Title must be submitted to the planning and zoning department if the unification is required by the Unified Land Development Code.

C. Approval. The Unity of Title must be approved by the Village Attorney as to form and content if the unification is required by the Land Development Code. The Village Attorney

may review and approve a Unity of Title when requested by a land owner provided the owner pays for cost recovery of such service.

D. Recording. Whenever a Unity of Title is required by this section, it must be recorded in the public records of Miami-Dade County prior to the issuance of any building permit for the properties required to be unified. The Unity of Title must run with the land and must be binding upon the property owner, his/her successors and assigns. The owner must pay the fee as required for recording a Unity of Title in the public records of Miami-Dade County.

E. Release. Any Unity of Title required by this section may not be released except upon approval by resolution passed and adopted by the Village Commission, after a public hearing, and executed by the Village Manager and the Village Clerk. The release of the Unity of Title is contingent upon a cessation of the conditions and/or criteria which originally required the execution of the subject Unity of Title.

F. At the discretion of the Planning and Zoning Official and the Village Attorney based on the ownership characteristics of a subject property, the Village may accept a Covenant in Lieu of Unity of Title in a form acceptable to the Village Attorney. In the event of multiple owners, the Covenant in Lieu of Unity of Title shall require an Easement and Operating Agreement among the parties that sets forth the following as applicable to the project:

1. Easements in the common area of each parcel for ingress to and egress from the other parcels;
2. Easements in the common area of each parcel for the passage and parking of vehicles;
3. Easements in the common area of each parcel for the passage and accommodation of pedestrians;
4. Easements for access roads across the common area of each parcel to public and private roadways;
5. Easements for the installation, use, operation, maintenance, repair, replacement, relocation or removal of utility facilities in appropriate areas in each such parcel;
6. Easements on each parcel for construction of buildings and improvements in favor of each other parcel;
7. Easements upon each parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footing, supports and foundations;
8. Easements on each parcel for attachment of Buildings;
9. Easements on each parcel for Building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
10. Appropriate reservation of rights to grant easements to utility companies;
11. Appropriate reservation of rights to road rights-of-way and curb cuts;

12. Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

13. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

DIVISION 2, CONSISTENCY AND CONCURRENCY DETERMINATIONS

§ 5.~~17~~19 – Consistency with North Bay Village Comprehensive Plan.

A. No development activity may be approved unless it is found that the development is consistent with the density and intensity requirements in the Village's *Comprehensive Plan*; meets the criteria contained in the Comprehensive Plan; and that those public services and facilities addressed in the Comprehensive Plan will be available at the prescribed levels of service (LOS) concurrent with the impact of the development on those services and facilities.

B. If a development proposal is found to meet all the requirements of the ULDC it shall be presumed to be consistent with the *Comprehensive Plan*. If a question of consistency is raised, the *Building Official* shall make a determination of consistency or inconsistency and support the determination with written findings.

§ 5.~~18~~20 – Level of service compliance requirements.

All applications for development orders shall be required to demonstrate that the proposed development does not degrade adopted levels of service in North Bay Village. A level of service assessment (e.g., documented through a Traffic Impact Study or other type of infrastructure analysis acceptable to the Planning and Zoning Official) demonstrating that the proposed development will not degrade the adopted level of service by meeting one of the following general ~~tests~~ criteria, shall accompany each request for development order or development permit approval:

A. Capacity exists at the time of application to meet the service needs of the proposed development based upon the scheduled completion and occupancy and based upon the standards described below.

B. Capacity does not exist at the time of application but shall exist at the time of completion and occupancy of the proposed development. Existence of capacity shall be ensured through ~~one of~~ the following:

1. For sewer, solid waste, drainage and potable water facilities, c~~C~~onstruction of necessary facilities is underway to provide additional capacity and is scheduled for completion by or before scheduled occupancy of the development~~.~~, or

2. ~~C~~contracts are signed for construction to provide additional capacity on a schedule which provides capacity at the time of occupancy of the development.

2. For parks and recreation facilities, the facilities shall be in place no later than one (1) year after the issuance of the certificate of occupancy.

3. For transportation facilities, the facility must be in place under actual construction prior to the issuance of a certificate of occupancy.

§ 5.~~19~~21 – Determining existing capacity.

For the purposes of these regulations, the available capacity of a facility shall be determined by:

A. *Adding together*:

1. The total capacity of existing facilities operating at the required level of service; and

2. The total capacity of new facilities that will come available concurrent with the impact of the development. The capacity of new facilities ~~may~~ shall be counted only if one or more of the following is shown:

   a. Construction of the new facilities is under way at the time of application.

   b. The new facilities are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued.

   c. The new facilities have been included in the appropriate capital improvement program annual budget.

   d. The new facilities are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to *Section 163.3220*, Florida Statutes or an agreement or development order pursuant to *Chapter 380*, Florida Statutes.

B. *Subtracting from that number the sum of*:

1. The demand for the service created by existing development; and

2. The new demand for the service that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.

§ 5.~~20~~22 - Burden of showing compliance.

The burden of showing compliance with level of service requirements shall be upon the developer. In order to be approvable, applications for development approval shall provide sufficient information showing compliance with these standards.

A. *Potable water.*

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the ~~p~~Potable ~~w~~Water sub-element of the North Bay Village *Comprehensive Plan*.

1. Minimum design flow: ~~120~~110 gpd per capita

2. Pressure: To meet Miami-Dade County fire flow ordinance

B. Wastewater.

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village *Comprehensive Plan*:

1. Minimum design flow: 110 gpd per capita

C. *Transportation system.*

1. Level of service.

New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for transportation systems as established in the Transportation Element of the North Bay Village *Comprehensive Plan*.

Type of Facility	Peak Hour Level of Service
~~Arterial roadways~~	~~D~~
Collector roadways	D
~~Limited access roadways~~	~~D~~
Local roadways	C

2. Determination of impact.

The projected level of service for ~~arterials and~~ collectors and local roads within the traffic shed shall be calculated based upon estimated trips to be generated by the project, or where applicable, the first phase of the project, and taking into consideration the impact of other approved but not completed developments within the projected area of impact. Information on committed development within the traffic shed shall be provided by the *Village* and/or county.

D. *Drainage system.*

No new development shall be approved unless there is sufficient available capacity to sustain a five-year frequency storm event including retention or detention with filtration of the first inch of runoff, as established in the D~~d~~rainage sub-element of the North Bay Village *Comprehensive Plan*.

E. *Solid waste*.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of ~~seven (7~~ four (4)) pounds per capita per day as established in the S~~s~~olid W~~w~~aste sub-element of the North Bay Village *Comprehensive Plan*.

F. Parks.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service of 1.5 acres of parkland per 1,000 population, as established in the Parks and Recreation element of the North Bay Village *Comprehensive Plan*.

G. Schools

New development shall demonstrate, through coordination with Miami-Dade County Public Schools, that there is sufficient available capacity in the school system to achieve the level of service standard established in the Public School Facilities element of the North Bay Village *Comprehensive Plan*.

DIVISION 3, SUBDIVISION REGULATIONS

§ 5.2123 –Purpose and intent.

The public health, safety, comfort, and welfare require the harmonious, orderly, and progressive development of land within the *Village*. To this end, all lands within the Village must be subdivided and platted before any development approval can be obtained.

§ 5.2224 –Preliminary and final plats.

A. *Purpose and intent.*

The purpose of requiring and regulating the platting of land within the Village is to ensure compliance with the procedural and substantive requirements of the North Bay Village *Comprehensive Plan*, the Miami-Dade County Subdivision Ordinance, *Chapter 28* of the Miami-Dade County Code of Ordinances, and the requirements of *Chapter 177*, Florida Statutes.

B. *Procedures.*

1. Preliminary conference. The subdivider or his engineer, or land surveyor, prior to the preparation of the tentative plat, may informally seek the advice of the *Planning and Zoning Official* or designee to become familiar with the subdivision requirements and other provisions of the Village Code applicable to the *District* in which the proposed subdivision is located.

2. ~~Fifteen copies of t~~The proposed tentative plat, prepared in accordance with requirements of ~~c~~Chapter 28, *Section 28-7* of the Miami-Dade County Code of Ordinances, as may be amended from time to time, and ~~prepared by a licensed surveyor~~ signed and sealed by a State of Florida registered, active Professional Surveyor and Mapper depicting the proposed Subdivision lay-out, application for tentative plat approval and accompanied by an opinion of title no older than thirty (30) days, a level of service assessment report, and a *Certified Survey* of the site not more than one (1) year old and including the legal description of the property, all *Easements*, and *Rights-of-Way* shall be submitted to the ~~Building Official~~ *Planning and Zoning Official*.

3. The ~~Building Official~~ *Planning and Zoning Official* shall review the tentative plat as to its compliance with objectives of the Village's *Comprehensive Plan*, including level of service standards.

4. The ~~Building Official~~ *Planning and Zoning Official* shall place the tentative plat on the Planning and Zoning Board's agenda and submit ~~his~~ recommendations to the board.

5. The *Planning and Zoning Official* votes to approve or disapprove the tentative plat.
6. The *Village Manager* places the tentative plat on the agenda of the *Village Commission* and forwards a copy of the Planning and Zoning Board's recommendations and a copy of the ~~Building Official~~ *Planning and Zoning Official's* report.
7. The *Village Commission* votes to approve or disapprove the tentative plat. If approved, two copies are signed by the Mayor. One signed copy is returned to the surveyor or subdivider; one copy is filed in the *Public Works Department*.
8. The surveyor or subdivider delivers the signed tentative plat and ~~14~~ the required number of copies to Miami-Dade County ~~Subdivision Control~~ *Land Development Division* for processing.
9. Miami-Dade County shall notify the subdivider or surveyor and the *Village* of its action (approve, approve with conditions, or disapprove).
10. After the surveyor prepares the final plat in accordance with ~~chapter 20~~ *Chapter 28* and incorporates all conditions, if any~~, into the plat, he submits the final~~ the revised plat shall be submitted accompanied by a paving, grading, and drainage plan to the ~~Building Official~~ *Planning and Zoning Official* who then shall review it for consistency with the recommendations made by the *Village Commission* and Miami-Dade ~~Subdivision Control~~ County before placing it with an accompanying report and resolution on the Village Commission's agenda.
11. The *Village Commission* shall receive~~s~~ the final plat and ~~concurrency evaluation~~ level of service assessment report from the ~~Building Official~~ *Planning and Zoning Official* at its first public hearing to discuss the proposed plat.
12. The *Village Commission* shall hold~~s~~ the second public hearing approximately two weeks later and vote~~s~~ to approve or disapprove the final plat. If the ~~c~~Commission votes to approve the plat, the *Village Mayor* shall sign~~s~~ the plat as well as the Resolution accepting the (re)subdivision.
13. Recording of the final plat shall be performed by Miami-Dade County according to their procedures. Ensuring the final plat is recording shall be the responsibility of the subdivider.

CHAPTER 6, NONCONFORMITIES

§ 6.1 –Defined.

For purposes of this ~~c~~Chapter, a nonconforming lot, structure, use, or characteristic of use, is defined as a platted lot, structure, or use, or combination thereof that does not comply with the use or site development standards of the zoning district in which the lot, structure, use, or characteristic of use, or combination thereof is located, but which was legally established and in existence before the effective date of this ~~c~~Chapter.

§ 6.2. Purpose and intent.

A. It is the purpose and intent of this ~~c~~Chapter to permit the continuation of those *Lots*, *Structures*, *Uses*, characteristics of use or combination thereof, which were lawful prior to the passage of this ~~c~~Chapter or future amendment thereto.

B. This ~~c~~Chapter is designed to provide reasonable and equitable standards and guidelines for the control of nonconforming *Lots*, *Structures*, *Uses*, and characteristics of uses in the regulation of change of use, change in kind or quality of use, change in volume or intensity of use, change in location of use, change of ownership or tenancy of use, accessory or incidental uses to nonconforming lots, structures, uses, or characteristics of uses, enlargement of use, replacement of use, addition or expansion of facilities, new activities, products or services connected with the nonconforming lot, structure, repair of a nonconforming structure, restoration of a nonconforming structure, and abandonment or discontinuance of a nonconforming structure or use, or any combination thereof.

C. It is the further purpose and intent of this ~~c~~Chapter to allow lawful nonconforming lots, structures, uses, and characteristics of use and combinations thereof to continue, subject to specific conditions, in order to not interfere with the existing circumstances surrounding land development within North Bay Village, prior to the effective date of this chapter any more than is necessary for the proper exercise of police powers relating to the general public welfare of the residents of North Bay Village.

§ 6.3 – Nonconforming classifications.

A. Within the *Zoning Districts* established by this Code, or amendments that may be later adopted to this Code, there may exist:

1. Nonconforming lots
2. Nonconforming structures;
3. Nonconforming uses;
4. Nonconforming characteristics of use;
5. Combinations of nonconforming lots, nonconforming structures, nonconforming uses, and nonconforming characteristics of use.

B. These nonconforming classifications are declared by this ~~c~~Chapter to be incompatible with

present permitted uses and all or part of the site development standards regulating permitted uses in the district where the nonconforming classifications are located and, therefore, are the proper subject regulations as provided for herein.

§ 6.4 – Scope.

A. In order to avoid undue hardship, nothing in this ~~c~~Chapter shall be deemed to require any change in the plans, construction or designated use of any *Structure* on which actual construction was lawfully done prior to the effective date of adoption of this chapter and upon which actual building construction has been carried on diligently.

B. For the purposes of this ~~c~~Chapter, the term "actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner according to approved plans for the specific improvement. Where evacuation or demolition or removal of an existing *Structure* has been substantially begun, preparatory to building, such evacuation or demolition or removal shall be deemed to be actual construction; provided, however, that work has been and shall be carried on diligently pursuant to a valid building permit.

§ 6.5 – Nonconforming lots of record.

A. *Construction of one single-family dwelling unit.*
In any district in which *Single-Family Dwellings* are permitted, one (1) single-family dwelling and customary *Accessory Building(s)* may be erected on a single *Lot*, tract, or parcel of land of record that is nonconforming with respect to minimum *Lot Area* or frontage at the effective date of adoption of this ~~c~~Chapter, provided, however:

1. Such *Lots* must be in separate ownership and not be of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or frontage that are applicable in the *Zoning District* in which the lot, parcel, or tract is located.

2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum *Setbacks*, minimum floor area, maximum building height and *FEMA* requirements, unless a variance is granted to such other regulations pursuant to *Chapter 7* of this Unified Land Development Code.

3. If two or more lots, or combination of lots, or portions of lots with continuous frontage and single ownership are of record at the time of the passage of this ~~c~~Chapter, and if all or part of the lots do not meet the requirements established for lot area~~s~~ or frontage, the lands involved shall be considered to be an undivided parcel and no portion of such parcel shall be used or sold in a manner which diminishes the degree of compliance with established lot area or frontage requirements

4. It shall be the burden of the property owner to demonstrate that the *Lot* is a legal nonconforming lot of record.

B. *Construction of other than one single-family dwelling unit.*

Notwithstanding limitations imposed by other provisions of this Unified Land Development Code, any lot of record which is nonconforming as to the required minimum frontage requirement the *Zoning District* in which it is located may be used as permitted by the district regulations of the zoning district in which the lot is located, provided:

1. The density or intensity of such use shall not exceed the maximum density or intensity allowable within the *Zoning District* in which the lot of record is located;
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum pervious area, maximum building height, *FEMA* requirements, and concurrency requirements, unless a variance is granted to such other regulations pursuant to *Chapter 7* of this Unified Land Development Code.
3. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

§ 6.6 – Nonconforming uses.

A. *Defined.*

A use of any *Land* or *Structure*, other than a *Sign*, is a *Nonconforming Use* if:

1. The use is not listed as a permitted use in the *Zoning District* in which it is located; or
2. The use is not a special use or use exception which was specifically approved by the *Village Commission*; or
3. The use exists at a density or intensity in excess of that allowable for the zoning district in which it is located.

B. *Continuation.*

The lawful use of land existing at the time of the passage of this ~~c~~Chapter or an amendment thereto, although such uses do not conform to provisions of the Unified Land Development Code may be continued subject to the following limitations and restrictions:

1. Change in location of use.
   A nonconforming use shall not be moved in whole or in part to any other portion of the *Lot* parcel occupied by such use at the effective date of adoption of this ~~c~~Chapter.
2. Change in ownership or tenancy.
   All rights and obligations associated with a *Nonconforming Use* of land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy, except if abandoned.
3. Accessory uses.
   Uses Accessory to a nonconforming use not in existence at the time of the effective date of adoption of this ~~c~~Chapter are not permitted.
4. Change of use.
   a. A *Nonconforming Use* shall not be changed to another nonconforming use.

b. A nonconforming use may be changed to a permitted use for the *Zoning District* in which the property is located upon the obtainment of all necessary permits and approvals and may not thereafter be permitted to revert to a nonconforming use.

5. Expansion or extension of use.
No *Nonconforming Use* shall be enlarged, increased, expanded, or intensified beyond what existed at the time it became nonconforming. *Front Yard* areas may not be increased in paved areas

6. Replacement of use.
   a. *Destruction of more than fifty percent (50%).*
   In the event that any existing *Nonconforming Use* is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser* by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such use shall not be replaced.

   b. Destruction of fifty percent (50%) or less.
      (1) If such nonconforming use is destroyed to a level of fifty percent (50%) or less of its total assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser*, it may be replaced, except that replacement shall only occur in compliance with those building, plumbing, electrical, gas, fire, and other construction and safety related regulations in effect at the time of application for a permit to allow replacement.

      (2) In no event shall the destroyed nonconforming use be replaced such that the replacement structure is higher, contains greater lot coverage or floor area, has greater bulk, or lesser setbacks, than the original structure in which the nonconforming use was located.

7. Abandonment or discontinuance of use.
   The abandonment or discontinuance of a nonconforming use for a period of 180 consecutive days or six (6) months shall render the nonconforming use status of the specific nonconforming use null and void. In the factual determination of whether a nonconforming use has been abandoned or discontinued, the following factors shall be used, but not be limited to:
   a. An intent to discontinue the nonconforming use through removal of stock in trade or removal of operating equipment.

   b. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned property as it stood before the abandonment occurred. The mere renewal and maintenance of an active occupational license, without further positive action, shall not constitute continuance of a nonconforming use.

   c. Inactive water, sewer, or electrical services at the existing facility.

d. Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

§ 6.7 – Nonconforming structures.

A. Defined

For the purposes of this ~~c~~Chapter, a *Structure* or *Building*, other than a *Sign*, is a *Nonconforming Structure* if the *Structure*, or any physical characteristic thereof, is not in full compliance with all regulations of the *Zoning District* in which it is located.

B. *Continuation.*

Where a lawful *Structure* exists at the effective date of adoption or amendment of this ~~c~~Chapter, and it could not be built under the terms of the Unified Land Development Code by reason of restrictions on area, *Lot Coverage*, height, *Yards*, location of the lot, or other site development standards concerning the structure, such structure, except as otherwise specifically provided, may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. Alteration, enlargement, or expansion of nonconforming structure.
   a. No such alteration, enlargement, or expansion of a nonconforming structure shall be permitted in a way which increases its noncompliance with present property development and use standards of the *Zoning District* in which it is located.
   b. Any nonconforming structure or portion thereof may be altered to decrease its noncompliance with present site development and use standards of the zoning district in which it is located. Nothing herein shall prohibit the *Village Manager*~~'s~~ or designee from ordering the compliance with all applicable building construction and safety related codes.
2. Replacement, restoration, and reconstruction of *Nonconforming Structures*.
   a. Destruction of more than fifty percent (50%).
      In the event any existing *Nonconforming Structure* is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the *Miami-Dade County Property Appraiser* by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such *Structure* shall not be restored, reconstructed or replaced except in compliance with all applicable provisions of the Unified Land Development Code in effect at the time of its restoration, reconstruction or replacement.
   b. Destruction of fifty percent (50%) or less.
      In the event any existing nonconforming structure is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy by fifty percent (50%) or less of its total appraised value according to the latest records of the *Miami-Dade County Property Appraiser*, such structure shall be permitted to be replaced, restored, or reconstructed according to the site development standards in effect at the time of its original construction except that:
      (1) Replacement, restoration, and reconstruction shall occur only in compliance with all other applicable building, plumbing, electrical, gas, fire and other construction

and safety related regulations in effect at the time of application for permit to allow replacement, restoration, or reconstruction, and

(2) In no event shall the replacement structure have a greater density or intensity, height, or floor area; or, lesser minimum dwelling unit sizes, yard setback, or pervious area than the destroyed nonconforming structure.

c. *Repairs and maintenance of nonconforming structures.*
Routine repairs and maintenance of nonconforming structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.

d. Change in location of nonconforming structure.
Should any nonconforming structure be moved for any reason to any distance whatever from its original permitted location, it shall then conform to the regulations for the *Zoning District* in which it is located after it is moved.

e. Accessory structure.
Structures normally accessory or incidental to a permitted *Structure* or use in the *Zoning District* in which the *Nonconforming Structure* is located may be permitted as accessory structures to the nonconforming structure.

f. Abandonment or discontinuance of nonconforming structure.
The abandonment or discontinuance of a nonconforming structure for a period of 180 consecutive days or six (6) months shall render the nonconforming status of the specific nonconforming structure null and void. In the factual determination of whether a nonconforming structure has been abandoned or discontinued, the following factors shall be considered:

(1) An intent to discontinue the nonconforming structure through removal of stock in trade or removal of operating equipment.

(2) Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned structure as it stood before the abandonment occurred.

(3) Inactive water, sewer, or electrical services at the existing structure.

(4) Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

(5) Any other observation, action, or inaction of the property owner or occupant that reasonably indicates abandonment or discontinuance.

§ 6.8 – Nonconforming characteristics of use.

A. *Defined.*
For the purposes of this ~~c~~Chapter, characteristics of use are defined as requirements for *Off-Street Parking*, *Off–Street Loading*, and landscaping and buffering.

B. *Continuation.*

Where a characteristic of use lawfully exists at the effective date of adoption or amendment of this ~~c~~Chapter, and does not conform to the requirements of the Unified Land Development Code such nonconforming characteristic of use may be continued so long as it remains otherwise lawful, provided that, when a use or structure is modified in such a way that the use or structure requires a greater amount of parking, landscaping, or buffering than exists prior to the change, the characteristic(s) of use must be brought into conformance with the requirements associated with the changed use or *Structure*.

1. Within the *T6-24* and *T6-30* transect zones, the restoration or rehabilitation of an existing *Building* does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

§ 6.9 – Nonconforming lots, uses, structures, and characteristics of use in combination.

If on the effective date of this ~~c~~Chapter, a lot of record, structure, use or characteristic~~s~~ of use, in any combination thereof, exists that would not be permitted under the terms of this ~~c~~Chapter, but was lawful at the time of its original existence, that use may be continued unless otherwise deemed abandoned or terminated or required to be eliminated or brought into conformance by other applicable provisions of this ~~c~~Chapter. *Sections 6.5* through *6.9* shall apply to all *Nonconforming Lots* or record, *Structures*, *Uses* and characteristics of use, and any combination thereof.

CHAPTER 7, VARIANCES

§ 7.1 – Purpose and intent.

The purpose and intent of this ~~c~~Chapter is to provide flexibility in the administration of the Unified Land Development Code when the strict enforcement of the provisions of the Unified Land Development Code would result in an unnecessary hardship.

§ 7.2 – Variance prohibited.

Under no circumstances shall the *Village Commission* grant a *Variance* to:

A. Permit a use not generally permitted, or permitted by special exception or use exception, in the district involved, or any use expressly or by implication prohibited by the terms of the Unified Land Development Code in that district~~,~~; or

B. Any condition, criteria or site development standard ~~set forth in § 8.10.D.4, pertaining to special exceptions in the high-density multiple family residential district, or any condition~~ associated with the approval by the *Village Commission* of any unusual or new use, special exception, or use exception.

§ 7.3 – Procedure for consideration of a hardship variance.

A. *Planning and Zoning Board public hearing.*
The *Planning and Zoning Board* shall hold a public hearing to consider a request for a hardship variance and shall recommend to the *Village Commission*, approval, approval with conditions, or denial of the variance.

B. *Village Commission public hearing.*
The *Village Commission* shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this ~~c~~Chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance

C. *Required findings.*
In order 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*.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.

3. That the strict application of the provisions of this ~~c~~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.

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*.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

6. That granting the variance will be in harmony with the general intent and purpose of this ~~c~~Chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

D. The required findings may be made by one (1) motion addressed to all seven (7) findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately.

E. The findings shall be made prior to the vote on the application.

F. The variance application shall be considered as a whole unless any member of the *Planning and Zoning Board*, or *Village Commission*, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested.

G. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.

§ 7.4 –Expiration of hardship variance.

After the *Village Commission* has granted a hardship variance, the variance so approved or granted shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the variance was granted.

§ 7.5 –Reapplication for a hardship variance.

No application for a hardship variance shall be filed less than one year after the date of disapproval by the *Village Commission* of an application for a variance involving the same land or any portion thereof.

§ 7.6 Administrative adjustments ~~for Single-Family Properties~~

A. *Purpose and intent*

The purpose of this Section is to provide a streamlined, administrative procedure ~~for single-family residential~~ properties~~y~~ to obtain minor modifications of certain standards prescribed in the Unified Land Development Code, which may be granted in accordance with the requirements of this Section.

B. *Authorized administrative adjustments*

Notwithstanding any other provisions of this Code to the contrary, administrative adjustment requests for the following modifications may be approved, approved with conditions, or denied by administrative decision of the Village *Planning and Zoning Official*:

1. For single-family residential properties.

   (a) A reduction in the setback of permitted *Principal* and *Accessory Structures*, except balconies, of no more than twenty percent (20%) of that required by the underlying district for a maximum of two sides of the *Principal Building* or *Accessory Structures*.

   ~~2~~(b) A reduction in the setback of swimming pools of no more than twenty-five percent (25%) of that required by *subsection 8.17.M.*, provided that in no event shall the spacing between the swimming pool and a *Principal Structure* be less than 3.75 feet.

   ~~3~~(c) An increase in the *Lot Coverage* of no more than five percent (5%) of that permitted by the underlying district.

   4(d) An increase in the height of *Fences*, *Walls* or hedges permitted within required yards, with the exception of the *Front Yard*, not to exceed twenty-five percent (25%) above the maximum height permitted in *subsections 8.17.F.2.d.*, and *8.17.F.2.e*., and provided the increased height does not create a visual or functional obstruction to pedestrian or vehicular traffic.

2. For multifamily and mixed-use properties, when not involving a site plan approval.

   (a) A reduction in the setback of permitted *Accessory Structures* of no more than twenty percent (20%) of that required by the underlying district.

   (b) A change that increases the permitted *Lot Coverage* by no more than two and a half (2.5%) of that permitted by the underlying district, provided that the pervious area on the lot remains the same.

   (c) An increase in the height of *Fences*, *Walls* or hedges permitted within required yards, with the exception of the *Front Yard*, not to exceed twenty-five percent (25%) above the maximum height permitted in *subsections 8.17.F.2.d.*, and *8.17.F.2.e*., and provided the increased height does not create a visual or functional obstruction to pedestrian or vehicular traffic.

   (d) A decrease of up to fifteen percent (15%) of minimum required landscaping, provided that the pervious area on the lot remains the same.

C. *Limitations and Exclusions*

This *Section 7.6* shall be limited to the specific administrative adjustments listed in subsection (B) and shall not authorize modification of any other standard or be combined with a previously approved administrative adjustment or variance. Nothing herein shall be interpreted to authorize creation of a nonconformity with the regulations and/or additional noncompliance with the North Bay Village ULDC, or an inconsistency with the North Bay Village *Comprehensive Plan*.

D. *Administrative Adjustment Approval Procedure*

1. Complete applications for an administrative adjustment shall be made by the owner of the property and submitted to the *Planning and Zoning Official* or a designee in an application form provided by the *Village* and shall be accompanied by the required filing *Fee.* For the purposes of this section, the term "owner" shall mean the person who owns and resides at, or owns and intends to reside at, the subject premises, or their representative.

2. To be deemed complete, an application shall include:
   a. A *Certified Land Survey* dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.
   b. Accurately dimensioned plans showing the location and spacing distance of the proposed construction in relation to property lines and existing *Structure(s),* the general location and use of existing structures on property adjacent to the subject property; and the adjustment being requested clearly shown, (i.e., required versus proposed structure or swimming pool setbacks; required versus proposed lot coverage; or required versus proposed fence, wall, or hedge height, as may apply).
   c. Additional plans as may be required by the *Planning and Zoning Official*.
   d. Photos of all buildings and structures on the property concerned.
   e. A letter of intent explaining the nature of the request, justification for the proposed adjustment, evidence that the request complies with subsections D.3. and D.4. of this section, and other pertinent information. Insufficient justification may result in denial of the application.
   f. Proof of written notice of the request for administrative adjustment provided to neighboring property owners pursuant to subsection E. below.
   g. Filing fees and cost recovery deposit (Refer to the most current North Bay Village *Fee Schedule*).

3. Upon review of all the necessary information, the Village *Planning and Zoning Official* shall render a decision. The Planning and Zoning Official is authorized to consider approval of an administrative adjustment request where the applicant has demonstrated compliance with at least one of the following provisions:
   a. An increase in lot coverage and/or reduction of any required setback shall be mitigated through the use of permeable surfaces or by adding *Green Infrastructure* (e.g., bioswales, rain gardens, cisterns, filtration media, etc.) to reduce runoff by a volume equal to what would be displaced by the additional percentage of lot coverage or reduce *Setback*.
   b. The applicant shall mitigate the impact through the addition of a vegetative buffer along the *Property Line*, with planting materials places and arranged to shield the adjacent property. The width of the vegetative screen shall be sufficient to provide

adequate privacy to the neighboring property but in no event shall be less than two (2) feet wide.

4. In addition, the applicant shall show that the request meets at least five (5) of the following criteria:
   a. There exists a practical difficulty or injustice because of the size of the tract, parcel or lot, the topography, the condition or nature of adjoining areas, or the existence of other unusual physical conditions.
   b. The administrative adjustment is not contrary to the public interest or inconsistent with the Village's *Comprehensive Plan*.
   c. With the adjustment, the essential character of the neighborhood would be preserved.
   d. The adjustment would not cause substantial detriment to adjoining properties.
   e. The predicament of the applicant is due to unique circumstances of the property, which would render conformity with the strict requirements of this Section unnecessarily burdensome.
   f. The special conditions and circumstances which exist are the result of actions beyond the control of the applicant, and do not result from the actions of the applicant.
   g. The property owner shall certify in writing that any and all *Easement* areas as shown on the *Property Survey* or recorded *Plat* remain unencumbered by the encroaching construction, unless a release of interest by the easement holder(s) is obtained and submitted prior to permit issuance.

E. *Notice*

As part of an application for administrative adjustment, notice shall be provided to all adjacent property owners including those located across the street(s) from the subject site, to the rear, and on diagonals, on a form approved by the Village *Planning and Zoning Official*. The notice shall:

1. Accurately describe the adjustment requested and the reason for the request.
2. Be sent via first class mail, return receipt requested, to the adjacent property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll, as updated.

The applicant shall present proof that a notice meeting the above-listed requirements has been sent, including all return receipts and responses, if any, to the *Planning and Zoning Official*. A US Postal Service return of the notice as undeliverable shall be considered acceptable proof.

A notice shall not be required when a public right-of-way measures 60 feet or greater or a body of water completely separates the subject parcel from another parcel.

F. *Conditions and safeguard*

In approving an administrative adjustment application, the *Planning and Zoning Official* may require conditions and safeguards deemed necessary to protect the interests served by the underlying *zoning district* regulations, including, but not limited to landscape materials, *Walls*, or *Fences* as required buffering; modification of the orientation or deletion of any openings; modification of the site arrangements; and modification of plans.

G. *Inspection*

Upon receipt of the application for an administrative adjustment, the *Planning and Zoning Official* may inspect the site of the subject property and the surrounding properties to determine what impact, if any, the proposed administrative adjustment will have on the adjoining lots.

H. *Decision, effective date, and permit issuance*

Notice of the *Planning and Zoning Official's* decision will be posted on the property for fifteen (15) days and notices on the *Village website*. Posting of the property and notice on the Village website shall be considered a complementary service to the public and shall in no way compromise the decision.

Except as hereinafter provided, no building permit shall be issued in reliance on an administrative adjustment until after it becomes effective. An administrative adjustment shall not become effective until it has been determined that no timely appeal of the decision as provided in subsection (i) of this section has been filed, or, if an appeal is filed timely as provided in subsection (i), until final disposition of the appeal, including judicial review. In the event it should be determined that the prohibition of issuing a building permit could cause imminent peril to life or property, a building permit may be issued upon such conditions and limitations, including the furnishing of an appropriate bond, as may be deemed proper under the circumstances.

I. *Appeals of decision*

The applicant or any aggrieved property owner may appeal the *Planning and Zoning Official's* decision to the *Village Commission* within fifteen (15) days from the date the decision is posted on the property as set forth in subsection (h). For the purpose of this subsection, an aggrieved property owner shall be limited to a party that was entitled to ~~received~~ notice of the application under subsection (e). All appeals hereunder shall be in a form prescribed by the *Village* and shall include a processing fee which shall be set and amended from time to time by resolution of the Village Commission. A request for judicial review of a decision of the Village Commission shall be made in a court of competent jurisdiction.

J. Expiration

After an approved administrative adjustment has become effective, the adjustment so approved shall expire after two years, measured from the date of the *Planning and Zoning Official's* decision, if no substantial construction has taken place in accordance with he plans for which the administrative adjustment was granted.

CHAPTER 8, ZONING

DIVISION 1, ZONING DISTRICTS ESTABLISHED; ZONING MAP

§ 8.1 –Title.

This ~~c~~Chapter shall be known as the "Zoning Regulations for North Bay Village, Florida; ~~2017~~ 2024 Revision."

§ 8.2 – Purpose and intent.

The purpose of this ~~c~~Chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, conveniences, prosperity and general welfare of the citizens of the *Village*, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land, water and air, for convenience of traffic and circulation of people and goods, for the use and occupancy of *Buildings*, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion and the civic amenities of beauty and visual interest, for promotion of large-scale developments as a means of achieving unified civic design, and for development in accord with the Village's adopted *Comprehensive Plan*, by establishing *Zoning Districts* and by regulating the location and use of buildings, *Signs* and other *Structures*, and land and water for trade and residence by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of *Yards* and other *Open Spaces*, and the density of use. To accomplish this intent, the regulations and districts and have been designed with reasonable consideration, among other things, to the character of the districts and their suitability for particular *Uses*.

§ 8.3 – Establishment of zoning districts.

In order to regulate and restrict the location of commercial, public and semi-public uses, and residences, and the location of buildings erected or altered for specific uses, to regulate or limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:

A. Single-Family Residential Districts.
   1. RS-1 Low Density Single-Family Residential District (See *Section 8.10.A*).
   2. RS-2 Medium Density Single-Family Residential District (See *Section 8.10.B*)

B. Multiple Family Residential Districts.
   1. RM-40 Medium Density Multiple Family Residential District (See *Section 8.10.C*).
   2. RM-70 High Density Multiple Family Residential District (See *Section 8.10.D*).

C. CG General Commercial District (See *Section 8.10.E*).

D. Urban Core Zone (Kennedy Causeway) T6 (See *Chapter 15)*

1. T6-24 ~~(See Chapter 15)~~

2. T6-24 Municipal Use (MU)

3. T6-30

~~E. Urban Core Zone (Kennedy Causeway) T6-30 (See Chapter 15)~~

E. Public Buildings and Grounds.

1. Government Facilities

2. Public Schools

2. Parks and Recreation

§ 8.4 – Reference to district names.

For the purpose of reference hereafter in these regulations, unless specifically provided to the contrary, the term *Residential* shall include both single-family and multi-family districts.

§ 8.5 – Identification of district maps.

Such land and the *Zoning District* classification thereof shall be shown on a map designated as the *Zoning District Map* of the Village, dated and certified by the *Village* upon adoption. This Zoning District Map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts, shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations. The map and any later alterations shall be available for public inspection in the offices of the *Village Manager* or ~~his~~ designee. These regulations shall be similarly dated, filed, and made available for public reference.

§ 8.6 – Publication of district maps.

A. The *Village Manager* or ~~his~~ a designee shall cause to be published, or prints made available, no later than March 31 of the year following adoption of these regulations, the *Official Zoning District Map*, clearly showing the *Zoning District Boundaries* and zoning district names and designations for the incorporated area of the *Village*. In each calendar year thereafter, if there have been any changes in the zoning district boundaries or in reorganization of districts and district classifications in the preceding year, such amended map shall be published no later than March 31, and shall reflect all changes as of December 31 of the preceding year.

B. Any person desiring a copy of the Official Zoning District Map shall pay a *Fee* for each copy, as set by ordinance.

§ 8.7 – Interpretation of district boundaries.

A. *Map symbols.* A district name or letter-number combination shown on the *Zoning District Map* indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole incorporated area of the *Village*, bounded by the district boundary lines within which the name or letter-number combination is shown or indicated, except as otherwise provided by this ~~s~~Section.

B. *Interpretation.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:

1. In cases where a boundary line is given a position within a *Street*, *Alley*, or *Easement*, it shall be deemed to be in the center of the *Right-of-Way* of the *Street*, *Alley*, or *Easement*. If the actual location of the street, alley, or easement varies slightly from the location as shown on the *Zoning District Map*, then the actual location shall control.

2. In cases where a boundary line is shown as being located a specific distance from a *Street Line* or other physical feature, this distance shall control.

3. Where the *District Boundaries* are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the *Lot Lines*, and where bounded approximately by lot lines, said lines shall be construed to be the boundary of such districts unless the boundaries are otherwise indicated on the map or by ordinance.

4. In un-subdivided property, unless otherwise indicated, the district boundary line shall be determined by the use of the scale contained on the *Zoning District Map*.

5. All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. *District Boundaries* over water areas are located by noted or scaled dimensions, by relation to physical features, by coincidence with *Village* limit lines, or by a straight-line projection of the centerlines of streets as indicated on the Zoning District Map. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other, with Village limit lines or county limit lines.

§ 8.8 – New land area.

Any land hereafter created within or annexed to the corporate area of the *Village* shall take the classification of "RS-1" - Low Density Single-Family Residential, unless the appropriate classification is otherwise determined by a zoning map amendment put forth upon annexation based on the Village's closest zoning classification, or on the land use designation closest to the Village's Comprehensive Plan. This shall include the extension of existing bulkhead lines or the creation of islands not contiguous to existing islands.

DIVISION 2, APPLICATION OF DISTRICT REGULATIONS

§ 8.9 – General regulations.

A. *Compliance with regulations.*

1. No land or water area may be used except for a purpose permitted in the district in which it is located.

2. No *Building* shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the *District* in which the building is located.

3. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.

4. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.

5. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.

6. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.

B. *Encroachment reduction of lot area.*

The minimum *Yards*, parking space, and *Open Spaces*, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.

C. *Accessory buildings; prior construction.*

No *Accessory Building*, *Structure*, or dock shall be constructed upon a *Lot* until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.

D. *Location on a lot required.*

Every *Building* or *Structure* hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one principal building on one lot.

§ 8.10 – District regulations.

A. *RS-1 Low Density Single-Family Residential District.*

1. Purpose and intent.

The purpose of this *District* is to provide for low-density single-family residential development in a spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

a. *Single-Family Residential Dwellings*.

b. ~~including d~~Duly licensed ~~Home Occupation~~*Home-based Businesses* pursuant to Section 559.955, Florida Statutes.

c. *Accessory Uses* and *Structures* per *Section 8.16.A*.

3. Use exceptions as may be approved under Section 8.11.

4. Prohibited uses.

a. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

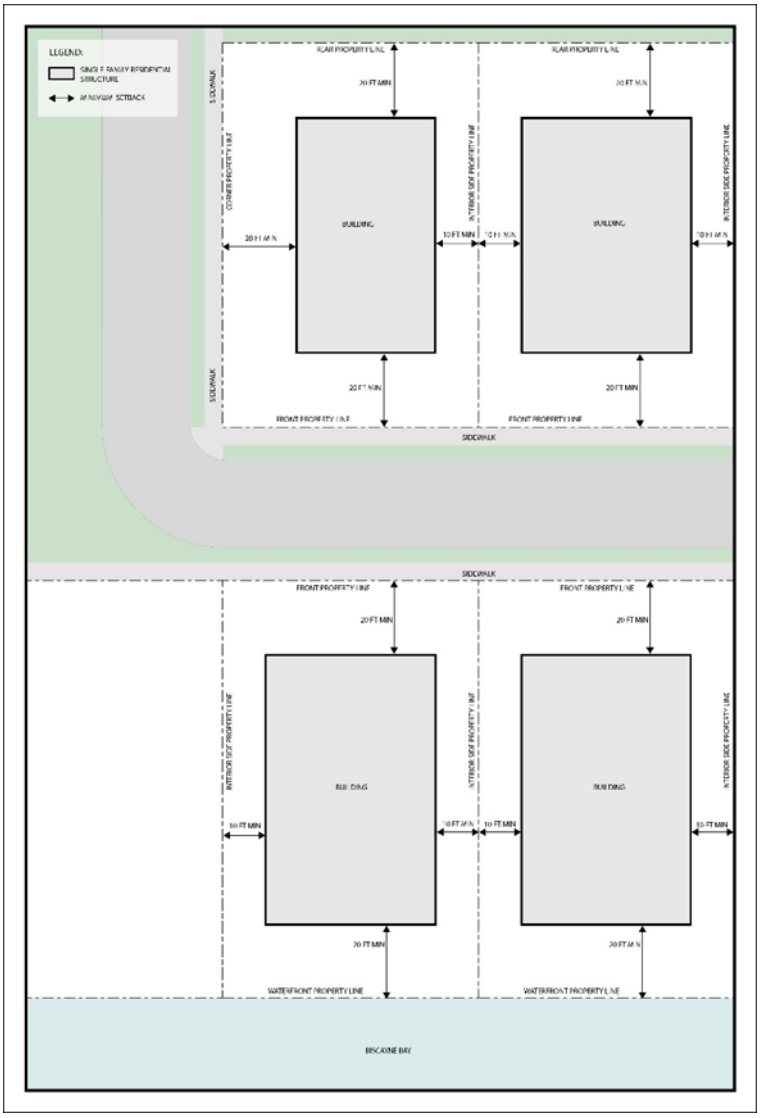
a. Minimum lot size:

(1) Area—7,000 square feet

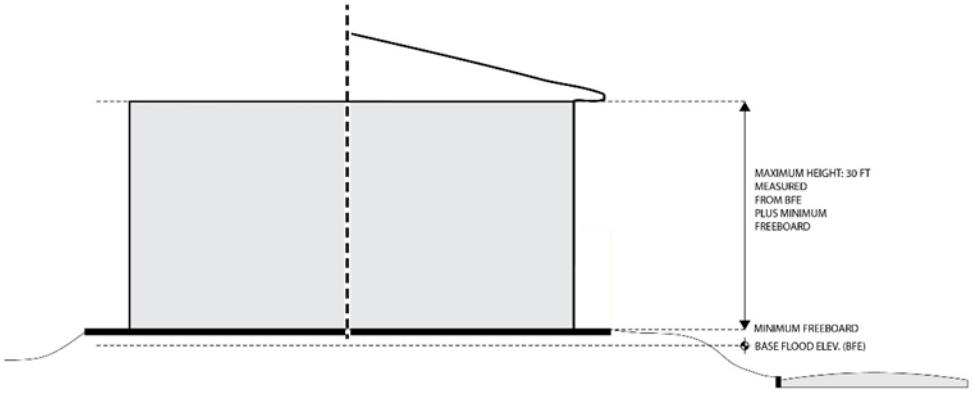
(2) Frontage—70 feet

b. Minimum yard setbacks:

Setback	**Distance (Feet)**
Front	20
Side (corner)	20
Side (interior)	10
Rear	20
Waterfront	20



c. Maximum building height:
Maximum building height shall not to exceed 30 feet above *Base Flood Elevation (BFE)* plus minimum freeboard. Where a *Structure* is elevated pursuant to *subsection 10.5.B.*, the ground level below the first elevated floor shall be designed in accordance with the requirements of *subsection 8.10.A.5.f.*

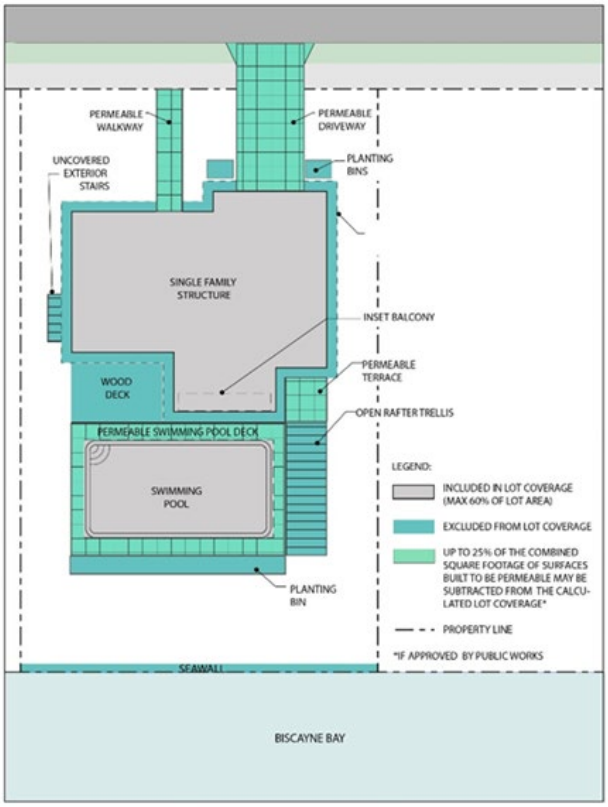


d. Minimum *Floor Area*:

(1) One story—2,000 square feet

(2) Two story—2,600 square feet

e. *Lot Coverage*:



(1) Maximum lot coverage – 60% of the total Lot Area.

(2) *Pervious Areas*: Up to 25% of the combined square footage of all parking areas, driveways, walkways, patios and terraces built with permeable materials may be subtracted from the maximum calculated impervious coverage on a lot, if

approved by the *Director of Public Works* (or ~~his or her~~ designee), based on the porosity of the material used, and the amount (percent) of annual rainfall that will pass through the material.

(3) *Green Space*: A minimum of twenty percent (20%) of the total *Lot Area* shall be maintained as unobstructed Green Space, and shall be landscaped~~, including a~~. No less than forty percent (40%) of the space in the *Front Yard* area shall be unobstructed, landscaped Green Space. For maximum vehicular and impervious area allowed in the Front Yard of single-family residential properties, refer to Sec. 9.3.E.2.c. ~~The area of landscape strips in driveways or walkways shall count toward the Green Space requirement.~~

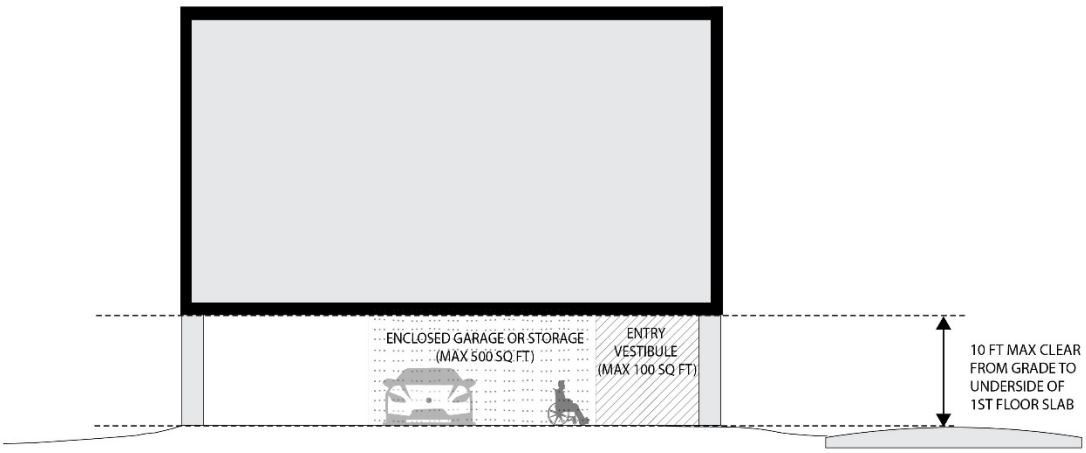
f. The clearance of an *Understory* created by elevating a single-family residential building in accordance with *subsection 10.5.B*. shall not exceed ten (10) feet, measured from *Grade* to the underside of the first-floor slab. Only the following *Accessory Uses* shall be allowed in the Understory space:

(1) Unenclosed parking.

(2) Vestibule to the living area by means of a stairway or elevator, not to exceed 100 square feet in area. No other habitable space is permitted.

(3) Enclosed garage or storage space not to exceed 500 square feet, provided that the walls are designed so as not to impede the flow of water and the space is unfinished and unpartitioned.

(4) The perimeter of an understory space may be visually screened with landscape material selected, installed, and maintained in accordance with the landscaping standards of Division 4, Landscaping, of this ULDC, and Chapter 18A of the Miami-Dade County Landscaping Code.



B. *RS-2 Medium Density Single-Family Residential District*.

1. Purpose and intent.

The purpose of this District is to provide for medium-density single-family residential devel-

opment in a relatively spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

1. Uses permitted.
   a. *Single-Family Residential Dwellings*.
   b. ~~including d~~Duly licensed ~~Home Occupation~~*Home-based Businesses* pursuant to Section 559.955, Florida Statutes.
   c. *Accessory Uses* and *Structures* per *Section 8.16.A*.
2. Use exceptions as may be approved under *Section 8.11.*
3. Prohibited uses.
   a. All other uses not specifically or provisionally permitted herein.
4. Site development standards.
   a. Minimum lot size:
      (1) Area—6,000 square feet
      (2) Frontage—60 feet
   b. Minimum yard setbacks:

Setback	Distance (Feet)
Front	20
Side (corner)	15
Side (interior)	7½
Rear	15
Waterfront	25

   c. Maximum building height:
      (1) Three stories, not to exceed 35 feet above grade.
   d. Minimum floor area:
      (1) One story—1,500 square feet
      (2) Two story—2,000 square feet

C. *RM-40 Medium Density Multiple Family Residential District*.

1. Purpose and intent.

The purpose of this District is to provide for medium density multi-family residential development, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible. This district is intended to be utilized as a transitional buffer between single-family residences and high-density

apartments or commercial uses.

2. Uses permitted.
   a. *Multi-Family Residential Dwellings*.
   b. Management offices within *Structures* containing eight or more *Dwelling Units*.
   c. Duly licensed ~~Home Occupation~~Home-based Businesses pursuant to Section 559.955, Florida Statutes.
   d. Accessory uses and structures per *Section 8.16.A*.
3. Prohibited uses.
   a. All other uses not specifically or provisionally permitted herein.
4. Site development standards.
   a. Minimum lot size.
      (1) Area—10,000 square feet
      (2) Frontage—100 feet
   b. Minimum yard setbacks.

Setback	Distance (Feet)
Front	25
Side (corner)	25
Side (interior)	20
Rear	15
Waterfront	25
Adjacent single-family structure	100

   c. Maximum density.
      Forty (40) efficiency or one-bedroom *Dwelling Units* per ~~net~~ acre of net lot area. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

Unit Type	Required Lot Area (Sq Ft / Unit)	Density (Units/Acre)
Efficiency	1,085	40.1
One-bedroom	1,085	40.1
Two-bedroom	1,200	36.3
Three-bedroom or larger	1,320	33.0

d. Maximum building height.
(1) 45 feet or four (4) stories, whichever is less.

e. Exclusion of grade level parking from height limitation.
(1) A grade level of parking, not exceeding ten (10) feet in height, shall not be included in this height limitation.

(2) The grade level parking floor may include other nonresidential uses, including laundry rooms, recreational rooms, storage rooms, and an office for building management.

f. Minimum pervious area:
Twenty-five percent ~~25~~ percent (25%) of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

g. Minimum floor area.

Unit Type	Floor Area (Sq. Ft.)
Efficiency	400
One-bedroom	750
Two-bedroom	1,000
Three-bedroom or larger	1,150

5. Single-family homes approved under the provisions of *Section 8.11* consistent with the setback provisions of the RS-1 (Low Density Single-Family Residential District).

6. Use exceptions as may be approved under *Section 8.11*.

D. *RM-70 High Density Multiple Family Residential District*.
1. Purpose and intent.
The purpose of this district is to promote the efficient use of land and to encourage development of attractive, pedestrian-friendly, sustainable, and resilient high-density multifamily residential areas. This zoning provides designated areas for high-density multi-family residential *Structures*, together with other *Principal Uses* as may be approved as Use exceptions and permitted *Accessory Uses* pursuant to *Section 8.16.A.*, as may be necessary and complementary to, as well as compatible with a permitted *Use*.

2. Use permitted.
a. *Multi-Family Residential Dwellings*, along with property-specific *Amenities*.

b. Duly licensed *Home-Based Businesses* pursuant to *Section 559.955*, Florida Statutes.

c. Supplementary uses as permitted by *Section 8.16.A.1.b.*, provided they are *Ancillary* in nature to the *Principal Use*.

3. Prohibited uses.
   a. All other uses not specifically or provisionally permitted herein.

4. Site development standards.
   a. Minimum lot size.
      (1) Area – 11,200 square feet~~;~~
      (2) Frontage – 80 feet
   b. Minimum yard setbacks.

Location	**Distance *(Feet)***
Front	25
Rear / waterfront(1)	25
One side (interior)	15
Second side (interior)	20% of the *Lot* width but no less than twenty (20) feet, to accommodate a *View Corridor* consistent with the adopted *Island Walk* Design Criteria and Miami-Dade County *Shoreline Development Action Review Criteria*
Minimum combined side *Setback* area free of *Structures* at ground level	30

(1) *Waterfront setback encroachments*. Cantilevered awnings and entry canopies may encroach up to seven (7) feet into a waterfront setback, up to but not extending into, the *Island Walk Easement*. Above the first story of the *Building*, cantilevered balconies, bay windows, and roofs may encroach up to seven (7) feet into a waterfront *Setback*, up to but not extending into, the Island Walk Easement.

(2) *Balconies*. Exterior balconies/terraces and covered walkways above the ground floor, excluding rooftops and other non-covered areas, may extend into the side Setbacks a maximum of twenty-five percent (25%) of the allowable setback measurement but may not extend beyond the Pedestal of a Building with a pedestal and *Tower* design.

(3) *Flex setback for buildings with a pedestal and tower design*. To promote creative design solutions to the Building configuration, the *Village Commission* may allow a building Tower (and Pedestal, for sites involving only one Lot) to encroach into the Setbacks as per the following "flex box" criteria:

(a) Pedestal (aka podium) shall be defined as that portion of a building up to 100 feet in height which contains the building's structured parking and amenities.

(b) Tower shall be defined as that portion of a building that starts at the top of the pedestal or podium.

(c) The maximum floor plate for the tower portion of buildings with a pedestal and tower design shall be 17,500 square feet.

(d) The tower shall be stepped back an additional ten (10) feet from the face of the pedestal along any street frontage.

(e) The maximum achievable floor area is calculated based upon the buildable "box" allowed under the regularly applicable setback regulations and the allowable height (the "Box Floor Area").

(f) The building may be designed to encroach onto regularly applicable setbacks, with the exception of the side setback that accommodates the View Corridor, provided the encroachment does not exceed thirty percent (30%) of the required setback and the total gross floor area of the building does not exceed the Box Floor Area. In calculating the total gross floor area, all square footage of any structure (whether exterior or interior) shall be included.

(g) In no instance may any encroachment into any side yard setback be longer than one-third (1/3) of the distance between the front and rear setback. Balconies with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.

c. Maximum density.

Pursuant to the Village's *Comprehensive Plan*, the maximum base density permitted in all RM-70 properties shall be seventy (70) units to the acre, except for properties receiving transferred development rights pursuant to *Section 8.13*, which shall be permitted to exceed the maximum base density by no more than thirty percent (30%). Receiver sites may be developed as otherwise permitted by this Unified land

Development Code, as may be amended from time to time, in combination with the development rights available to the site, provided that the overall district density is consistent with, and does not exceed, the overall density allowable by the Village's Comprehensive Plan.

d. Maximum base building height: 150 feet from *BFE* for the property plus freeboard.

e. Maximum bonus building height: Bonus height may be approved according to *Section 8.12*.

f. Minimum pervious area at ground level: Thirty percent (30%) of the total *Lot Area* and thirty percent (30%) of the front yard area. The minimum required pervious area shall be retained/provided at grade level. (For additional related standards, see *subsection 5.b.* below).

g. Green space: A minimum of twenty percent (20%) of the total *Lot Area* shall be maintained as unobstructed Green Space and shall be landscaped. On lots up to 22,400 square feet in size, at least twenty-five percent (25%) of the *Front Yard* area shall be maintained as green space. On lots greater than 22,400 square feet in size, at least thirty percent (30%) of the front yard area shall be maintained as green space. The *Commission* may waive or reduce the minimum required green space in the front yard of a project through the Site Plan approval process, if it finds that the character of the *Building* or the configuration of the plan makes such a reduction reasonable or necessary, and provided that the square footage of the approved reduction in green space is provided elsewhere on the site.

h. Minimum floor area:

Unit Type	Floor area (Sq. Ft.)
Microunit	300 (449 max)
Efficiency/studio	450
One-bedroom	750
Two-bedroom	1,100
Three-bedroom or larger	1,300

5. Additional required features and requirements.

All properties developed under the RM-70 Zoning requirements shall provide the following:

a. Public access boardwalk as required by the *Miami-Dade County Shoreline Review Committee* and by North Bay Village per *Section 8.17.O.* (Developer shall dedicate an easement to the *Village* conveying the boardwalk and a public access corridor).

b. All exterior paving surfaces, except for covered parking garages, shall be constructed of permeable material. Up to twenty-five percent (25%) of the combine~~s~~d square footage of all parking areas, driveways, walkways, patios, and terraces built

with permeable materials may be subtracted from the maximum calculated impervious coverage on the lot, if approved by the *Director of Public Works*, (or a ~~his or her~~ designee,) based on the porosity of the material used, and the amount (percent) of annual rainfall that will pass through the material.

c. Artwork and art installations shall be provided in the front and within the *Island Walk* portion of each development preference should be given to local artists and interactive experiences that highlight Florida's cultural, ecological, and historic assets. Artwork should be placed in a manner that does not encumber access to or views of the waterfront. The proposed location and character of all artworks shall be considered during the Site Plan approval.

d. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.

e. Developments shall provide furnishings, lighting, and pedestrian amenities along the Island Walk per *Section 8.17.O*, Island Walk Standards.

f. All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.) pursuant to *subsections 9.3.E* and *L*.

g. Lighting shall be provided in all areas in the front of development where trees are planted.

h. Properties developed pursuant to a transfer of development rights pursuant to *Section 8.13* shall be required to achieve at least thirty (30) green building and design points pursuant to the standards of *Section 8.21*.

i. *Landscaped Green Space* shall be used to delineate existing and proposed *Structures*, parking areas, driveways, and other vehicular use areas, sidewalks, and walkways, utilities, and/or *Easements* on the property.

j. Building forms shall be varied to avoid monotony but shall be sensitive to the profiles of adjacent *Buildings* and shall configure second and third stories adequately to reduce the apparent overall scale of the building.

k. A minimum of thirty percent (30%) of the ground level front façade shall contain openings/transparency (either windows, doors, or transitional spaces defined by porches, porticoes, or colonnades).

l. The massing of the buildings resulting from volumetric distribution according to the dimensional requirements shall provide light-plane access in between buildings, even if maximum build-out of adjacent properties occurs.

m. Main entries shall be prominent and oriented to the *Streets* and rendered in appropriate scale relative to adjacent buildings as well as the individual building.

E. CG General Commercial District

1. *Purpose and intent.*

The purpose of this district is to encourage the development of general office, retail, service commercial, tourist accommodations, and commercial-residential mixed use.

2. *Uses permitted:*

a. Bank or financial institution.

b. Clinic, urgent care, or hospital.

c. Dry cleaning substation or laundromat.

d. Lounge or nightclub (subject to the provisions of *Chapter 111* of the Village Code of Ordinances).

e. Medical or dental office/laboratory.

f. Personal services establishments, including but not limited to shoe repair, barber and beauty shop, stock brokerage, employment agency, travel bureau, and messenger service.

g. Post office.

h. Professional offices, including but not limited to architecture, accounting, engineering, investigative, investment and tax counseling law, medicine, and real estate.

i. Multi-family residential dwellings, in conjunction with ground floor commercial.

j. Tourist accommodations including hotels, motels, vacation rentals, and time-sharing units.

k. *Restaurants*, *Coffee Shops*, delicatessens, and fast order food establishments (excluding any form of drive-in or drive-thru service regardless of the type of establishment; see *subsection E.3.a*).

l. Outdoor seating/dining shall be subject to the following requirements and conditions:

(1) An application must be filed with the *Village Manager*, or ~~his/her~~ designee, for administrative review and approval, which shall include layout of all tables, chairs, benches, and other furniture; pedestrian ingress and egress; location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/ dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).

(2) Outdoor seating/dining areas and uses of the public *Right-of-Way* and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the *Village Manager*. Such permit shall not be transferable in any manner and is strictly a ~~conditional use~~ warrant permit, issued for a period of one year,

renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.

(3) The fee for outdoor dining/seating use and area will be charged annually in accordance with the Village's adopted *Fee Schedule*; the permit fee shall be added to the occupational license fee for the main business.

(4) The applicant shall provide an indemnity agreement that is acceptable to the *Village Manager*. This agreement will include specification of liability insurance provided.

(5) The ~~conditional use~~ warrant permitting of outdoor seating/dining use and area may be revoked by the Village Manager or ~~his/her~~ designee, upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.

(6) Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the Village Manager, as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.

(7) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Use of *Village* sidewalks for trash and garbage removal shall be prohibited.

(8) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any *Street* intersections, crosswalks, public seating areas and conveniences, bus stops, *Alleys*, service *Easements*, handicap facilities, or access to any other commercial establishments. The width and location of the sidewalk pedestrian passage shall be as follows:

If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage~~;~~:

(9) Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

(10) Tables, chairs, and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner. Individual

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table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.

(11) Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public *Right-of-Way* immediately fronting the cafe or other establishment

(12) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.

(13) Carts and trays for serving food are permitted in the outdoor seating/dining area.

(14) Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.

(15) *Outdoor Seating/Dining Areas* may serve *Alcoholic Beverages* where such service is strictly incidental to the service of food and from a service *Bar* only; provided no entertainment of any kind is furnished. No *Sign* of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.

(16) Any administrative decision may be appealed to the *Village Commission* in accordance with the requirements of this Code.

(17) The hours of operation shall coincide with that of the primary *Restaurant*.

m. Retail sales establishments, including but not limited to the sale of appliances, books, stationery, drugs, hardware, liquor, groceries, meats, produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the *Main Structure*.

n. Radio and television transmitting station and studio.

o. Studios for artists, photographers, sculptors, or musicians, including: the teaching of art, music, dancing, or artistic instruction.

p. Daycare or nursery.

q. Repair service establishments (shoes, watches, appliances, and other similar uses).

r. Gym or fitness center.

s. Commercial parking lot.

t. Business, vocational, and trade schools.

u. Pharmacy.

v. Animal hospital, grooming, and/or kennel.

w. Funeral home or mortuary.

x. Art gallery.

y. Religious institution.

z. Lodges, social organizations, and union halls.

aa. For accessory uses and structures, please refer to *Section 8.16.A*.

3. *Special uses permitted.*

Uses permitted upon approval of the *Village Commission* in accordance with the provisions pertaining to use exceptions (See *Section 8.11*).

a. *Drive-Thru or Drive-In* service.

b. Marinas, provided that the following provisions are adhered to:

(1) No docks or piers, including mooring piles, catwalks, and other appurtenances, shall be constructed closer than 7.5 feet to any adjacent property line.

(2) In no case shall a dock or pier project more than ten percent into the width of any waterway.

(3) Fire prevention and fire control equipment shall be provided as required by the ~~South~~ *Florida Building Code*.

(4) In conjunction with the dockage of moorage of vessels, the following water-related activities, vessels, and structures are prohibited:

(a) Commercial vessels.

(b) Haul-out facilities for major boat repair or overhaul work.

(c) Unscreened storage of boating supplies or accessories in the required *Front Yard Setback* area.

(d) Permanent live-aboard vessels except as required for work or security purposes.

c. Printing and publishing establishments, including blueprinting and photostating, provided that no such use shall occupy more than 1,500 square feet of *Gross Floor Area*.

d. Service stations, provided that the following provisions are adhered to:

(1) All *Structures* shall be designed in a manner that is compatible with the overall environmental and architectural design goals of the community.

(2) All properties shall have at least 150 feet of frontage.

(3) All new and used merchandise shall be stored and displayed within the main structure except tires, accessories, and lubrication items, which may be maintained in movable or enclosed cabinets.

(4) No used or discarded automotive parts or equipment or permanently disabled or wrecked vehicles shall be located outside the *Main Structure* except within an

enclosed trash storage area.

(5) Major repairs or engine overhauling or transmission repair, painting, body and fender repair, and tire recapping is not permitted.

(6) The rental of heavy equipment and the sale or rental of merchandise not related to the motoring public, other than as specified herein, is excluded.

(7) The storage of up to ten (10) rental trailers or automobiles is permitted, provided that the trailers or automobiles are backed up against a six-foot high wall and located not less than twenty (20) feet from any sidewalk, street, or driveway.

(8) Car washes are permitted as an *Ancillary Use* subject to being located 200 feet from residential uses and subject to hours of operation.

(9) Trash shall be stored in areas shielded from public view. Storage trash containers shall be enclosed and covered.

(10) Any lights provided to illuminate or advertise the service station~~,~~ shall be installed and maintained in a manner so as not to create an undue glare on adjacent properties.

(11) Structures shall not occupy more than ~~30~~ thirty percent (30%) of the *Total Lot Area*.

(12) Driveways shall be permitted at the intersections of primary and secondary arterials, provided the construction of driveway entrances is within the curb return, but shall be at least five feet beyond the end of the curb return. At all intersections, whenever possible, combine driveways servicing both service station and adjacent uses, shall be designated and provided.

(13) Planter areas and tree wells shall be constructed and equipped with irrigation, lighting, and drainage facilities, and landscaped prior to final building inspection.

(14) Whenever the *Use* abuts a *Residential District*, a wall shall be erected along the property line eight feet in height.

(15) Service stations shall not be permitted within 300 feet of the property line of any ~~church, synagogue~~ *House of Worship*, hospital, and school.

(16) No more than four service stations shall be permitted within the *Village* at any one time.

e. Theaters for the showing of motion pictures shall provide no less than 400 fixed seats. When the theater is to be used solely for activities of a performing art, or an event of a cultural or civic nature, a lesser number of seats may be required by the *Commission*.

f. Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.

g. Public Storage, in conjunction with another use which is listed as a permitted use in the General Commercial zoning district. The public storage use may occupy no more than thirty five percent (35%) of the floor area of the development. Additionally, no special use approval for a public storage use shall be granted within 2,500 feet from an existing public storage facility. This distance shall be measured as the airline distance between the nearest property lines of the proposed public storage location and the existing public storage location.

4. *Prohibited uses.*

Boat storage facilities utilized for the purpose of storing boats shall be prohibited in the CG (General Commercial) District.

5. *Site development standards.*

a. Minimum lot size:

(1) Area—10,000 sf

(2) Frontage—75 feet

b. Minimum yard setbacks:

Location	Distance (Feet)
NE 79th Street (north side)	40
Other street frontages	25
Rear	25
One Side (interior)	15
Second Side (interior)	20% of the lot width

c. Maximum base building height:

150 feet.

d. Maximum bonus building height:

Bonus height may be approved according to *Section 8.12*.

e. Maximum FAR:

The maximum floor area ratio for all non-residential uses is 3.0. Areas used for parking shall not be counted towards maximum FAR. Hotels and motels are considered commercial uses.

f. Maximum base density for residential units:

Seventy (70) efficiency or one (1) bedroom dwelling units per ~~net~~ acre of net lot area. The following required minimum amount of lot area per unit shall determine the number of other dwelling unit types permitted:

Unit Type	Required Lot Area (Sq. Ft./Unit)	Density (Units/Acre)

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Efficiency	623	70.0
One-bedroom	623	70.0
Two-bedroom	685	63.6
Three-bedroom or larger	750	58.1

g. Maximum bonus density:
Bonus density may be approved according to the *Transfer of Density Rights* program in *Section 8.13*.

h. Minimum pervious area:
~~20~~Twenty percent (20%) of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

i. Landscaping:
Shall be provided according to Miami-Dade Landscaping *Chapter 18A*.

j. Minimum ~~unit~~ floor area required by unit type:

Unit Type	Floor area (Sq. Ft.)
Hotel or Motel	200
Efficiency	600
One-bedroom	900
Two-bedroom	1,200

F. Urban Core Zone (T6)

1. *Purpose and Intent*. The Urban Core Zone consists of the highest density and greatest variety of Uses, including civic buildings. A network of small blocks has walkable thoroughfares with wide sidewalks, with steady tree planting and buildings set close to the Frontage with frequent doors and windows. See *Chapter 15* for use and development standards within the Urban Core Zone.

G. Public Buildings and Grounds [Reserved]

§ 8.10.1 – Workforce Housing Program

It is recognized that a shortage of workforce housing exists in North Bay Village which is detrimental to the public health, safety, and welfare. The current housing stock in the Village is not affordable to many workers who would choose North Bay Village as a place to live and thus they are forced to live in other areas of Miami-Dade County and commute greater distances. The purpose of this regulation is to expand the level of housing choices available to households, by (i) requiring a minimum number of workforce housing units in new and redevelopment projects of 75 units or more located in the T6 and RM-70 zoning districts, and (ii) providing for an additional Workforce Housing

Density Bonus (WHDB) to property owners with land located in the T6-24, T6-24MU and T6-30 transects, unless otherwise stipulated in an approved development agreement in connection with a *Special Area Plan* approval. The program is intended to serve the housing needs of people employed in the jobs that the general population of the community relies upon to make our community livable such as educators, first responders and service workers.

A. *Minimum Workforce Housing Unit Requirement.*

A mandatory five percent (5%) of dwelling units in residential developments of seventy-five (75) units or more, up to the ~~base~~ maximum density ~~of~~ permitted without bonuses shall be developed as workforce housing *Dwelling Units* for households with incomes between 60% and 140% of Miami-Dade County AMI.

B. *Workforce Housing Density Bonus Program.*

Density bonuses may be approved by the *Village Commission* for participation in the *Village* public benefit program, in compliance with this section. The purpose of this regulation is to provide a Workforce Housing density bonus to property owners with land located in the T6-24, T6-24MU and T6-30 transect zones along Kennedy Causeway, for the planning and construction of workforce housing units for households with incomes between 80% and 100% of Miami-Dade County AMI.

1. During the site plan and approval process, the Village Commission may approve density up to 120 dwelling units per acre if the applicant for development approval sets aside a minimum additional five percent (5%) of the total units for non-subsidized workforce and pays the community contribution *Fee* for each additional dwelling unit approved above the base density of 70 dwelling units per acre up to a maximum density of 120 units per acre, as stipulated in subsection D. below. The workforce housing units to be provided pursuant to this subsection are in addition to, and in excess of, the minimum workforce housing requirement set forth in *subsection 8.10.1.A*.

2. Additional density above 120 dwelling units per acre, up to a maximum of 150 units per acre may be approved by the Village Commission during the site plan review and approval process, with the provision of additional workforce housing, if the applicant for development approval sets aside a minimum additional five percent (5%) of the total units for non-subsidized workforce housing and pays the community contribution fee per additional dwelling unit approved above 120 units per acre up to a maximum of 150 units per acre, as stipulated in subsection F.4 below. The workforce housing units to be provided pursuant to this subsection are in addition to, and in excess of, the minimum workforce housing requirement set forth in *subsection 8.10.1.A*. and *8.10.1.B.1.* Total density including bonuses shall not exceed 150 dwelling units per acre.

3. The following table summarizes the relationship between density and workforce housing units as a percentage of total units in a site plan:

Development Density	Workforce Housing Units Required (% of total units)	Eligible Income Range

50 - 70 UPA	5%	60%-140% of Miami-Dade County AMI
71-120 UPA	10%	First 5% of total units: 60%-140% of Miami-Dade AMI Remaining requirement of 5% of total units: 80%-100% of Miami-Dade County AMI.
121 -150 UPA	15%	First 5% of total units: 60%-140% of Miami-Dade County AMI Remaining requirement of 10% of total units: 80%-100% of Miami-Dade County AMI

C. *Applicability.*

The workforce housing requirements described above shall be satisfied through on-site provision of qualifying units for multifamily residential developments located on parcels zoned T6-24, T6-30, T6-24MU or RM-70 that are offered for rent; as well as to any multifamily residential project approved for sale but which converts to for-rent units within five (5) years of issuance of a Certificate of Occupancy (CO). All CO's issued for a for-sale multifamily development shall include a condition referencing this requirement. For-sale condominium developments may provide for development of workforce housing units on-site or may instead satisfy workforce housing obligations through a payment in-lieu of workforce housing, as set forth in Section 8.10.2, at the applicant's option.

D. *Validity Period.*

Development approvals shall be valid for two (2) years in accordance with these regulations following final approval by the *Village Commission* unless otherwise approved by development order. Approved site plans may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit for substantial construction prior to the expiration of the timeframes set forth above. Community contribution fees paid prior to expiration of a site plan approval are nonrefundable, or transferable to a new site plan approval. A development seeking re-approval for a site plan that has lapsed, or a new site plan approval on a property where a site plan has lapsed, shall be assessed another community contribution *Fee* for bonus density in accordance with this section.

E. *Community Contribution Fee*

1. Community contribution feed for bonus units over and above the base density shall be assessed by and be payable to the *Village* in accordance with its adopted *Fee Schedule*.

2. The fee per unit of bonus density per acre shall be reviewed and adjusted as necessary by the Village Commission during the annual budget process.

F. *Workforce Housing Program Administration*

1. Purpose. The purpose of this section is to create administrative procedures for the implementation of the Workforce Housing Program established pursuant to Chapter 15, *Section 15.2.H*, Chapter 8, *Section 8.10.1.* of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the T6-24, T6-24MU (Municipal Use) and T6-30 transect zones along Kennedy Causeway (79th Street Causeway).
2. *Definition of Terms.* The following definitions shall apply to this chapter. Additional relevant definitions are contained in *Chapter 3* of the North Bay Village Unified Land Development Code:
   a. *Condominium.* ~~means that~~ A form of ownership of real property created pursuant to *Chapter 718* of the Florida Statues, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.
   b. *Condominium Conversion.* As ~~has the meaning~~ established by *Sections 718.604-718.622* of the Florida Statues.
   c. *Control Period.* ~~means e~~ Each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing Unit owner.
   d. *Covered Development.* ~~means a~~ All developments providing Workforce Housing units pursuant to Chapter 8, *Section 8.10.1.* of the North Bay Village Unified Land Development Code.
   e. *Department.* ~~means,~~ ~~u~~ Unless otherwise indicated, refers to the Department or Division designated by the *Village Manager* to administer this program or any successor agency.
   f. *Developer.* ~~means a~~ Any person, form, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential *Dwelling Units* seeking to utilize the density bonus available pursuant to Chapter 8, *Sections 8.12.5*, *8.13.D.*, *8.15*, and Chapter 15, *Section 15.1.H.* of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.
   g. *Eligible Household.* ~~means a~~ A household whose total income is between ~~8~~60% and ~~10~~40% of Miami-Dade County Median Household Income (MHI).

h. *Eligible Household Income.* ~~means a~~ Any income derived from any proposed occupants of a Workforce Housing unit who are 18 years of age or older and who will use the unit as their primary residence.

i. *Household.* ~~means a~~ Any natural person who occupies a Workforce Housing unit as their primary residence.

j. *Market Rate Dwelling Units.* ~~means a~~ All dwelling units in a covered development that are not Workforce Housing units as defined herein.

k. *Median Household Income (MHI).* ~~means t~~ The median income level for Miami-Dade County households as determined in the *U.S. Census Bureau* decennial census and/or U.S. Census Bureau American Community Survey (ACS) 5-Year Estimates, which are updated every year.

l. *Program Administrator.* ~~means, u~~Unless otherwise indicated, refers to the individual or individuals designated by the *Village Manager* to administer the Workforce Housing Program.

m. *Qualified Household.* ~~means a~~An eligible household with annual incomes within the affordable ranges established in this Code.

n. *Qualified Improvement.* ~~means a~~Any addition or replacement to the *Workforce Housing Unit* that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the Workforce Housing unit to new uses and the replacement of any existing amenities.

o. *Workforce Housing Density Bonus Agreement.* ~~means a~~A written agreement between an applicant for a development and the *Village* containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

p. *Workforce Housing Unit.* ~~means a~~A rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 60% and 140% of Miami-Dade County MHI.

q. *Workforce Housing Unit Rent.* ~~means r~~Rents that do not exceed the maximum monthly Rent Limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits as used by Florida Housing Corporation for its multifamily rental programs ~~(published annually by *http://www.floridahousing.org*~~).

3. *Compliance Procedures.* Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement.
   a. Every Workforce Housing unit established pursuant to Chapter 15, *Section 15.2.1.* of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

b. Prior to the initial rental of any workforce unit, the owner must record the Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the *Village*, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded Workforce Housing Density Bonus Agreement.

c. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable median household income range pursuant to this section as published annually by North Bay *Village*.

4. *Application of Workforce Housing Density Bonus.* Any development proposing to utilize the density bonus allowed pursuant to *Section 8.10.1* must submit a Workforce Housing Density Bonus zoning application with their application for site plan review to the Village for consideration and approval by the ~~City~~*Village Commission*. At a minimum, the density bonus application shall include:
   a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain.
   b. Conceptual development plan showing the proposed location of the Workforce Housing rental units.
   c. Total number of market rate and Workforce Housing units.
   d. Estimated initial monthly rent for each Workforce Housing Unit.
   e. Provide the size in terms of square feet and number of bedrooms for each Workforce Housing unit.
   f. Location in development of each Workforce Housing unit and its applicable AMI affordability range.
   g. If construction is to be phased, a phasing plan identifying the number of Workforce Housing units and market-rate units in each phase.
   h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and
   i. Any other relevant information requested by the *Village.*

5. Workforce Housing Density Bonus Criteria.
   a. Workforce Housing units shall be built on the same site as the proposed development.
   b. Workforce Housing units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.
   c. On average, Workforce Housing units must contain the same number of bedrooms and quality of construction as the other market-rate units in the development.

d. Workforce Housing units shall be developed simultaneously with, or prior to the development of the other market-rate units.

e. If the development is phased, the phasing plan shall provide for the construction of Workforce Housing units proportionately and concurrently with the market-rate units.

f. The interior building materials and finishes of the Workforce Housing units shall be substantially the same type and quality as market-rate.

g. Workforce Housing units aimed at workers considered essential (such as educators, first responders (e.g., police and firefighters), and service workers) shall be prioritized.

6. *Workforce Housing Density Bonus Agreement.*
   a. Prior to the approval of any development order or permit for any development in which the Workforce Housing density bonus is requested, the applicant shall enter into a Workforce Housing Density Bonus Agreement with the *Village*, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

   b. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the *Village Attorney*, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenant of rental units.

7. *Maintenance of Rent Affordability.*
   a. On an annual basis, the *Village Manager*, or ~~his/her~~ designee, shall make available copies of updated AMI ranges, and associated rental limits applicable to Workforce Housing units in North Bay Village based on official information available from Miami-Dade County or *U.S. Department of Housing and Urban Development*.

   b. The time period during which the rental rate for a Workforce Housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

   c. Workforce housing rental unit owners are required to submit an annual report to the *Village* on or before January 30 of each year, verifying that all designated Workforce Housing units the won are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the *Village Manager*.

8. *Violations.*
   a. It is a violation of this ordinance to:
      (1) Fail to file required affidavits or audits when required.

(2) Rent or lease a Workforce Housing unit to a person or family that is not income eligible as required by this Code.

(3) Knowingly give false or misleading information relating to this program to any Village employee.

(4) Participate, in any way, in the lease or rental of a Workforce Housing unit which violates any provision of this Code or a Workforce Housing Density Bonus Agreement.

b. The fine for each violation of these provisions shall be in conformance with the procedures and fines in *Chapter 153* of the North Bay Village Code of Ordinances, as amended.

c. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in *Chapter 153*, North Bay Village Code of Ordinances, as amended.

§. 8.10.2 – Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments

The provision of workforce housing units within a for-sale development may be satisfied by a developer paying an "in-lieu" fee to the Village to be deposited in the Village's workforce housing trust fund. The "in-lieu" fee calculation shall be calculated at the time of site plan approval and the developer shall determine whether to satisfy their workforce housing requirement pursuant to this section or provide them on-site prior to site plan approval and inform the Village accordingly. The Developer shall be responsible for providing the Village with the necessary data and calculations for their review. This program is intended to allow the Village flexibility in the provision and maintenance of workforce housing.

A. *Definitions.* This subsection provides definitions for terms used in this section that are technical in nature. If there is a conflict between this section and other definitions provided in the Code, this subsection shall take precedence.

1. "Affordable Purchase Price" shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

2. "Village-wide median sales" shall be established by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall be established by averaging the sales price of apartments sold in the Village over the past two-years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales under $5,000 shall not be taken into account.

B. *Fee Calculation.* The "in-lieu" fee shall be calculated at the time of site plan approval as follows:

Village-wide median sales price

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

C. *Fee Collection*. Should the developer elect to satisfy the provision of workforce housing pursuant to this section they shall have the option to select between the following payment options:
   1. 10% of the "in-lieu" fee within 30 days of site plan approval, with the remaining 90% due to the Village prior to the issuance of the project's master building permit; or
   2. 25% of the "in-lieu" fee within a year of site plan approval, with the remaining 75% due to the Village prior to the issuance of the project's master building permit.

Developer shall inform the Village of which payment option they have selected at the time of site plan approval. All payments to the Village are non-refundable and any density obtained on their basis is conditioned upon the applicant or property owner maintaining the site plan approval as valid. If the site plan approval expires, both the density and any payments made thereon shall be forfeited to the Village.

D. *Workforce Housing Trust Fund.* The Village shall establish a workforce housing trust fund for the purpose of collecting all funds related to Village's workforce housing programs pursuant to this article.
   1. The funds collected for deposit in the workforce housing trust fund may be utilized for the following workforce housing programs:
      a. Rental Assistance Program. The Village shall be permitted to establish a rental assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with rental payments to help maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).
      b. Homeowner Assistance Program. The Village shall be permitted to establish a homeowner assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with homeowners' or condominium association maintenance fees and special assessments to maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their

designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

c. Down Payment Assistance. The Village shall be permitted to establish a down payment assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with down payments to purchase property within the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

d. Rehabilitation Assistance Grant Program. The Village shall be permitted to establish a rehabilitation assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with the rehabilitation of owner-occupied units. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

e. Administration; Consulting Services. The Village may use a portion of the trust fund monies to administer the fund or retain consulting services, through resolution of the Village Commission, to administer the provisions of this section and/or provide the Village with strategic advice regarding the provision of workforce housing within its jurisdiction.

2. The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.

3. The Village Manager, or their designee, shall provide the required supervision for the workforce housing trust account and shall oversee the account, with all expenditures made pursuant to the Village Charter and Code. A financial status report on the workforce housing trust account shall be provided to the Village Commission on or before October 1 of each calendar year.

E. Essential Worker Prioritization.

1. The programs created pursuant to sub-section 4 shall give priority to the following types of essential workers, provided that any essential worker household applying for assistance under such programs shall qualify pursuant to the income guidelines established in Sec. 8.10.1 of the ULDC:

a. North Bay Village Police, Fire Department employee or general employees of North Bay Village.

b. Miami-Dade County Public School employees working at a school in North Bay Village.

c. Licensed health professionals working in North Bay Village.

d. Residents employed by North Bay Village.

2. The priority list may be modified or supplemented from time to time by Village Commission resolution; however, nothing shall preclude other eligible households from applying for the workforce housing programs and being considered for the Village's workforce housing programs.

§ 8.11 – Use exceptions

A. *Purpose and intent.*

In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, use exceptions are permitted by these regulations.

B. *Use exceptions permitted.*

The *Village Commission* may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

1. Structural alterations to special uses, after these uses are approved by the Village Commission.
2. Other special uses as may be enumerated in specific *Zoning Districts*.
3. *Assisted Living Facility* or *Nursing Facility*.
4. Temporary sales center/marketing office ~~approval~~ for ~~no more than~~ a period of up to twelve (12) months, renewable administratively by the Village Manager for up to two (2) additional time twelve (12) month periods for a maximum of thirty-six (36) months.
5. Farmers' market.
6. Uses that provide a public benefit (parks, *Open Space*, and other public amenities) that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties.
7. Parking garages as stand-alone, principal structures in multifamily residential zoning districts, provided their purpose is to serve adjacent multifamily residential development and subject to the design standards established in Sec. 9.3.E.
8. Temporary construction trailers and/or units used for the storage of construction materials, following issuance of a development order for a project, subject to the following limitations:
   a. The placement, size, and access to all trailers, parking, landscaping, buffering, and lighting, shall comply with all applicable zoning and building requirements.
   b. Construction trailers shall require a building permit. If utilities are needed, electric and/or plumbing permits shall be required.

c. Construction trailer permits shall only be issued in connection with permitted building construction, rehabilitation, or demolition activity.

d. No sales or leasing shall be conducted from temporary construction trailers.

d. The placement of construction trailers through a Use Exception shall be permitted for a period of twelve (12) months, renewable administratively by the Village Manager for periods of twelve (12) additional months at a time, until the project is completed.

c. All approved construction trailers, storage units and/or related outdoor storage, construction fences and similar uses and structures shall be removed from the property prior to the issuance of a certificate of completion or the first Certificate of Occupancy, whichever occurs first.

C. *Expiration of use exception*.

After the *Village Commission* has approved a use exception, the use exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the use exception was granted.

D. *Reapplication for use exception*.

No application for a use exception shall be filed less than one year after the date of disapproval by the Village Commission of an application for a use exception involving the same land or any portion thereof.

§ 8.12 – Bonus height.

Properties in the RM-70 and CG districts may request to purchase additional height from North Bay Village as follows:

A. Approval of bonus height.

Requests for bonus height shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in *Section 5.8* ULDC. The *Village Planning and Zoning Board* shall review the request and provide a recommendation to the *Village Commission*. The Village Commission shall have the authority to approve or deny any bonus height request at a site plan review public hearing. Bonus heights are not permitted within the T6 transect zones.

B. Maximum bonus height.

1. Except for undersized parcels in RM-70, the maximum building height (with bonus) that may be approved according to this ~~s~~Section is 240 feet.
2. Properties in the RM-70 District that are one (1) acre or less and receive development rights pursuant to *Section 8.13* may obtain approval from the *Village Commission* for additional building height of up to thirty percent (30%) above the maximum permitted height (up to 312 feet with the application of all bonuses) to accommodate the transferred density.

C. Fees.

1. Bonus height *Community Contribution Fees* shall be paid to North Bay Village in the

following manner: a fifty percent (50%) nonrefundable deposit shall be paid to the Village within 90 days of site plan approval by the *Village Commission*; and the balance shall be paid concurrently with the issuance of a *Building Permit*. No building permit shall be issued by the Village until the applicant has paid the fees calculated pursuant to this section.

2. The Community Ccontribution Ffees shall be assessed and payable to the *Village* in accordance with the Village's adopted *Fee Schedule*, as may be amended from time to time.

3. Community Ccontribution Ffees collected according to the bonus height program shall be utilized for the purchase of future *Village* parks, land for additional public *Open Space*, other public amenities, or infrastructure projects.

4. The bonus fees shall be paid in the following manner:
   a. Applicant will pay to the Village a deposit equal to 10% of the total bonus height or density fee (the "Bonus Fee") within ninety (90) days of the date the site plan approval becomes final and non-appealable. The deposit will be applied to the total *Bonus Fee* due.
   b. The deposit payment shall be non-refundable.
   c. The deposit will be a credit against the Bonus Fee and such credit will run with the land. Without limiting the foregoing, the deposit will run in favor of all owners and successor owners of the subject property and to all site plan approvals regarding the property, even if one or more site plan approvals expire.
   d. The development agreement to be executed and recorded in connection with the site plan approval for the corresponding project shall contain appropriate language providing that the Bonus Fee deposit running with the land as provided in item 3 above.

§ 8.12.5 – Density Bonus Program for the T6 transect.

For projects within the T6-24, T6-24MU and T6-30 transect zones along Kennedy Causeway, the base density shall be 70 dwelling units per acre. The total density including bonuses shall not be approved for more than 150 dwelling units per acre. See ~~Section 15.2.H~~ *Section 8.10.1.*

A. Community contribution *Fees* stipulated in ~~Section 8.13.D~~ *Section 8.13.C* below shall be payable to the *Village* for each additional unit of density above the base density. See ~~Section 15.2.H~~ *Section 8.10.1*. for specific requirements.

§ 8.13 – Transfer of Density Rights (TDR) Program.

Properties in the RM-70 district may request to purchase additional *Dwelling Units* from North Bay Village, allowing for increased density and height, as follows:

A. *Sending Sites.*

The sending sites shall be land currently owned by the *Village*. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density

allocation within the Village shall not exceed the total developable potential of the sending sites. Total transferred density allocation on Harbor Island shall not exceed the total developable potential of the sending sites located on Harbor Island. The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be filed by the *Village Clerk*. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

B. *Receiving Sites*.

Density rights associated with Village-owned property located on Treasure Island may not be approved for transfer onto property located on Harbor Island. Density Rights from Harbor Island may be and are encouraged t be transferred to receiving sites outside of Harbor Island.

C. *Approval of Transfer of Density Rights and Additional Building Height*.

Requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in *Section 5.8* of the ULDC. The resulting density and building height following the use of transferred units shall not exceed thirty percent (30%) of the base density and maximum building height (including all other available bonuses) of the receiving site. The *Village Planning and Zoning Board* shall review the request and provide a recommendation to the *Village Commission*. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

D. *Fees*.

1. The applicant shall pay a Community Contribution Fees per transferred density right (equivalent to one *Dwelling Unit*) to North Bay Village within 90 days of site plan approval by the Village Commission in accordance with the Village's adopted *Fee Schedule*, as may be amended from time to time, as follows:
   a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of *Commission* approval of site plan.
   b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.
2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.
3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village.
4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public *Open Space*, other public amenities, or infrastructure projects.
5. The number of *Dwelling Units* that the applicant must purchase to achieve the desired

density shall be derived from the following calculation:

(number of dwelling units at total density including TDR allocation) minus

(number of dwelling units allowed according to base density) equals

(number of units that must be purchased)

6. Community Contribution Fees shall be reviewed annually by the Village Commission on the recommendation of the *Village Manager* during the budget process.

§ 8.14 – Shoreline accessibility.

All properties in the T6 and RM-70 districts contiguous to Biscayne Bay and its natural tributaries shall provide and maintain a shoreline walkway adjacent to and parallel to the riparian *Right-of-Way*, designed and constructed in a manner consistent with the *Island Walk* Standards referenced in *Section 8.17.O*, as may be amended from time to time. The *Island Walk* shall be provided continuously along the water for the full width of the property. In addition, all properties in the RM-70 district contiguous to Biscayne Bay are subject to the following:

A. Prior to, or concurrent with, site plan approval, the *Village Commission* shall have the authority to allow the *Island Walk* to be provided in the riparian right-of-way in lieu of providing the shoreline walkway upland on the subject property, conditional on approval by *DERM.*

B. Except as otherwise provided in these regulations, a public access connection walkway of a width consistent with the *Island Walk Standards* shall be provided and maintained between the shoreline walkway and the public *Right-of-Way*.

C. All developments contiguous to Biscayne Bay and its natural tributaries shall be subject to review and approval by the Miami-Dade County *Shoreline Review Committee*.

D. *Easements* for both the *Island Walk* and public access connection walkway shall be dedicated and recorded prior to issuance of a *Building Permit*. The easement for the *Island Walk* shall provide connection to the *Island Walk* of contiguous properties.

E. The *Island Walk* and public access walkway shall be open to the public daily, during hours determined by the *Village*.

F. All design features including hardscape and softscape treatments, furnishings, lighting, signage, artwork, etc. shall be consistent with the *Island Walk Standards*.

G. All shoreline accessibility facilities constructed according to this section shall be ADA compliant.

§ 8.15 – Development agreement for projects with bonus height, bonus density, and/or transferred development rights.

Prior to the approval of a site plan that requests bonus density pursuant to *Section 8.10*, and ~~Section 15.2.H~~ *Section 8.10.1*., bonus height pursuant to *Section 8.12*, and/or the transfer of development rights pursuant to *Section 8.13*, the *Village* and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the

Village Commission as support documentation for the site approval request. The Development Agreement shall reflect any additional terms imposed by the Village Commission as conditions of approval and shall be executable by the Village and the owner of the subject property following Commission approval. The Development Agreement, along with any accompanying development orders, shall vest the project with any density, height, and/or TDR approvals, notwithstanding any future amendments to either the Code or *Comprehensive Plan* reducing any applicable bonus or modifying the TDR process, provided that the project has not had a failure to commenced as provided herein. The agreement shall contain and address the following information, when applicable:

A. Statement of ownership and legal description;

B. Permitted uses and special exceptions;

C. Minimum dimensional requirements. Such requirement shall include *Lot Area* and width, *Setbacks*, *Building Height*, minimum *Floor Area*, *Accessory Structures*, and other dimensional information pertinent to the project;

D. Landscaping, parking, and signage requirements;

E. Applicable design guidelines. The applicant shall submit as a requirement of the master development agreement, conceptual rendering, plans, schematics, and/or other design document, as may be necessary to illustrate that the project is meeting the design guidelines for the district in which the project is located;

F. Project phasing;

G. The method by which common areas facilities and areas visible to the public shall be maintained. This includes whether the project will be owner operated or under the control of condominium association, special taxing district, and/or community development district;

H. The maximum number of *Dwelling Unit*, maximum square footage of any commercial uses, and/or the maximum number of hotel rooms;

I. Improvements to infrastructure that may be required by the UDLC and/or Miami-Dade County by or agreed upon by the *Village* and the owner of the subject property;

J. Expiration date; and

K. Any other information deemed pertinent by the planning and zoning ~~director~~ official or *Village Commission*. The *Planning and Zoning ~~Director~~ Official* may waive any of the master development agreement submittal items or portions of items.

The applicant or its successor in interest shall submit yearly progress reports to the Village beginning within six (6) months of the date of approval and within one (1) year thereafter. Pursuant to *Section 5.10* of the UDLC, all site plan approvals for which construction has not been initiated shall expire two (2) years from the date of final approval, unless otherwise extended by Commission at initial site plan approval or upon request for extension. Development agreements entered into pursuant to this section shall follow the time frame of the corresponding site plan approval and shall also expire concurrently with the expiration of the site plan approval. An extension of the project site

plan pursuant to Section 5.10 of the UDLC shall also extend the development agreement for the corresponding project. Initiating construction shall mean the submission of an application for a building permit for the project.

DIVISION 3, SUPPLEMENTAL USE REGULATIONS

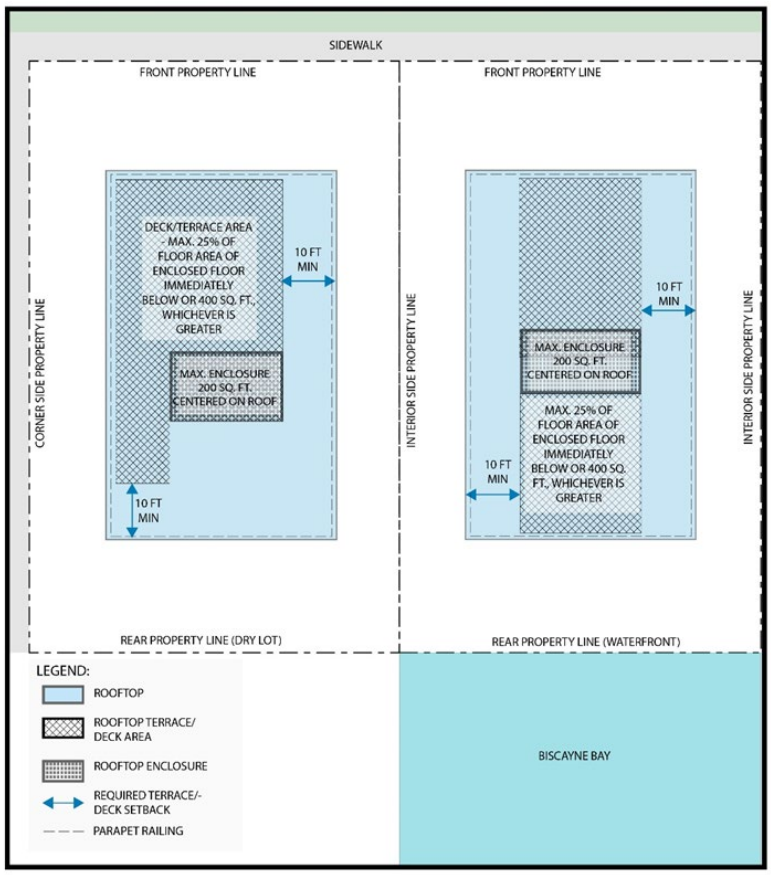
§ 8.16 – Supplemental use regulations.

A. *Accessory uses and structures.*

The following accessory uses and structures shall be permitted when such uses or *Structures* are ancillary, in connection with, and incidental to, the *Principal Use* or structure allowed within the *Zoning District* in which the principal use or structure is located.

1. Permitted accessory uses by zoning district
   a. In single family residential districts:
      (1) Private garages or carports provided:
         (a) No solid wall exterior facades or enclosures are allowed;
         (b) Enclosures must create window facades proportional to the existing windows at the front of the home;
         (c) A landscaped area is created in front of the enclosed garage to a depth of 24" inches and covering the width of the original garage opening; and
         (d) Such greenspace shall be cut out from any existing driveway material that may run up to the new enclosure, or enclosure may maintain a garage door facade.
      (2) Private swimming pools, cabanas, whirlpools, saunas, spas, ~~and~~ hot tubs, tiki huts, patios, pergolas, trellises, and similar.
      (3) Private tennis, basketball, or volleyball courts or other similar outdoor recreational uses and facilities.
      (4) Storage structures (sheds) provided no such structure exceeds 150 square feet in gross floor area and is not more than 12 feet high from grade.
      (5) In addition to the above, the following shall be permitted in the RS-1 district:
         (a) Rooftop decks and terraces, not exceeding a combined surface area of 25% of the enclosed floor area immediately one floor below or 400 square feet, whichever is greater, and set back at least 10 feet from each side of the structure's exterior outer walls, when located along a side elevation not facing a street, and from the rear elevation for non-waterfront lots. Rooftop decks and terraces shall meet the requirements of *Subsection 8.17.G.* and *Section 9.21*.
         (b) Rooftop enclosures no more than 200 square feet in area, excluding the enclosed square footage dedicated to an interior staircase or elevator shaft. The enclosure shall be located as close to the center of the roof as possible

and be visually recessive such that it does not become a vertical extension of exterior building elevations as viewed from any property line as demonstrated by a ~~line sight~~ sightline diagram and shall meet the height restrictions of *Subsection 8.17.G.7.* Rooftop enclosures shall not have interior plumbing or kitchen facilities.



b. In RM-70 multifamily residential districts, the following *Accessory Uses* may be permitted:

(1) Support. Building management offices within *Structures* containing eight (8) or more *Dwellings Units*.

(2) Nonresidential.

(3) *Professional Service* offices and Personal Service establishments of an *Ancillary* nature, as well as *Neighborhood-Serving Retail* limited to small-scale, low-intensity specialty retail such as gift shops, flower shops, newspaper and magazine stands; convenience goods and services such as mini-mart or *Daycare*; and food shops such as bakery, confectionery, ice cream parlor, refreshment stand, delicatessen, and *Coffee Shops*; along with *Restaurants* offering waterfront dining, may be permitted with external entrances (including from the *Island Walk*) external *Signs* and display windows subject to the following conditions:

(a) Professional services shall exclude all medical-related providers, including but not limited to dental, vision and veterinary services.

(b) Personal services shall be limited to hair care and aesthetic services, physical fitness conditioning, pet grooming, and laundry services (drop-off/pick up only).

(c) The signs shall not abut or face a public *Right-of-Way* and cannot be readable from the public right-of-way.

(d) Such external signs shall be affixed flat against the *Facade* or *Awning* canopy of the commercial space occupied by the *Nonresidential Use*.

(e) Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.

(f) Such external signs shall be compatible as to materials, background, and style with all adjacent and contiguous nonresidential facilities with the overall design character of the *Structure*.

(g) The area of such nonresidential uses shall not exceed 0.05 percent of the net square footage of the structure up to a maximum of 10,000 square feet.

(h) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in *Section 9.3* of the ULDC.

(4) Integrated structured parking in compliance with the standards of *subsections. 9.3. E.* and *I.*

(5) Covered or sheltered entrance feature/porte cochere up to the property line, provided the structure meets the following conditions:

(a) Vertical clearance of at least fourteen (14) feet. If loading/unloading is to be provided at this location, then vertical clearance shall be at least fourteen and a half (14-½) feet.

(b) Columns may be provided to support a porte cochere.

(6) Private *Swimming Pools*, cabanas, tiki huts, whirlpools, saunas, spas, and hot tubs. Such *Structures* must comply with the applicable *Setback* standards unless the structures are located off the ground plane on an amenities deck).

(7) Private tennis, basketball or volleyball courts or other similar *Ancillary* outdoor recreational uses.

(8) Integrated storage areas provided the storage is reserved for residents of the subject property and provided the storage area does not exceed five percent (5%) of the gross floor area of the *Structure*.

(9) Rooftop decks and terraces, not exceeding a combined surface area of eighty percent (80%) of the enclosed *Floor Area* immediately one floor below and set

back at least five (5) feet from each side of the structure's exterior outer *Walls*, when located along a side elevation not facing a street. Rooftop decks and terraces shall meet the requirements of *subsection 8.17.G.* and *Section 9.21*.

c. In all zoning districts

(1) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of *Section 8.13(N).*

(2) Caretaker ~~or watchman~~ quarters when such quarters are associated with an active construction project.

(3) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of *Sections 91.03* and *91.10* through *91.12* of the Village Code of Ordinances are complied with.

(4) Disaster Shelters.

(5) *Green Building Features* pursuant to *Division 5* of this Chapter, as may be amended from time to time.

2. Special Regulations.

The following regulations shall apply to all *Accessory Uses* and *Structures*:

a. No *Accessory Uses* shall be occupied or utilized unless the *Principal Structure* to which it is accessory is occupied or utilized.

b. All accessory uses and structures shall comply with the use limitations applicable in the *Zoning District* in which they are located

c. All accessory uses and structures shall comply with the site development standards applicable in the zoning district in which they are located, unless specifically authorized otherwise herein.

d. All accessory uses shall be arranged and maintained so as not to encroach into any required yard setback area, unless specifically authorized otherwise within the provisions of this ~~c~~Chapter, or Chapter 15 for properties located in the T6-24 and T6-30 district.

e. All accessory structures shall comply with all provisions of the ~~South~~ *Florida Building Code*, as amended from time to time.

A. *Seawall Standards.*

In addition to all other requirements of this Code, all properties directly abutting North Bay Village's shoreline, upon, and as part of, their development, redevelopment or substantial improvement ~~redevelopment of~~, shall be required to design, construct, and otherwise conform their respective seawalls to the design criteria and standards established in the Seawall Design Criteria Project Memorandum, dated October 19, 2020, prepared by Moffatt & Nichol for the *Village*, as may be updated from time to time, which is incorporated into the Code as *Appendix "A"* and made a part hereof by reference.

DIVISION 4, SUPPLEMENTAL DEVELOPMENT STANDARDS

§ 8.17 – Supplemental Development Standards.

[Editor's note: For additional standards specific to the T6 Transect Zones, see Chapter 15, Section 15.3.]

A. *Awnings and canopies in non-residential development.*

1. Pedestrian-related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. *Awnings* have an impact on the appearance of the storefront and *Building* and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

   a. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.

   b. Continuous awnings over several stores are prohibited.

   c. Individual awnings should be distinct from ~~its~~their adjacent neighbor. When multiple awnings are attached to one *Building*, awnings shall be of identical height and depth.

   d. High gloss vinyl (plastic) awnings, backlit, and metal awnings are prohibited. These awnings, because of their high visibility, become attention-getting devices - such as a *Sign*, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances.

   e. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.

   f. Awnings shall be maintained in good repair, free from tears, fading or peeling.

   g. Awnings may be supported by poles and connected to the building underneath.

   h. Awnings needing vertical support columns are prohibited in the setback area.

   i. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.

   j. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of eight feet above the sidewalk.

   k. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

2. Awnings and Canopies in the T6-24 and T6-30 District see Chapter 15, *Section 15.2.E.9*.

B. *Boats, docks, and piers.*

Dockage space and facilities for the mooring of pleasure boats, yachts and other noncommercial watercraft may be permitted in any *Residential District* on any waterway as an *Accessory Use*, provided that:

1. No boat may be used or maintained for overnight sleeping or living purposes or as a place of residence.
2. No boat may be used for any commercial purpose.
3. Docks shall be constructed and permitted according to *Section 9.12*.
4. All the regulations, standards, and requirements of *Chapter 150* and *Section 9.12* of the Village Code shall be complied with.
5. Barges and vessels shall be permitted in residential districts only for loading, unloading and on-site construction, in compliance with *Chapter 150* and *Section 9.12*.
6. Floating vessel platforms, floating boat lifts, floating docks, or similar temporary moorings may be installed and maintained in accordance with Miami-Dade County *Section 24-48* Class 1 permit requirements, if required.
7. Unencapsulated expanded polystyrene floating docks, floating platforms, and 65 buoys are prohibited to be used or placed in any of the waters and waterways 66 within the jurisdiction of the *Village.* This provision shall not apply to county, State, 67 or federal government entities.
8. Floating vessel platforms, floating boat lifts, floating docks, or similar temporary moorings shall not be maintained in an unsightly appearance, badly deteriorated condition, in a condition which is likely to cause damage to public or private property, or in a manner which may be a menace to navigation.

C. *Clotheslines.*

Clotheslines are regulated according to *Sec. 8.30.* No clotheslines, drying racks, poles, railings, or other similar devices for hanging clothes, rags, or other fabrics shall be erected or maintained in a front or corner side yard.

D. *Construction materials on premises before permit issued, removal of materials.*

1. Construction materials and equipment shall not be deposited on any premises, lot, or proposed building site in any district prior to the obtaining of a building permit as required herein.
2. Surplus materials and construction equipment shall be removed from the premises if the job is abandoned, and before occupancy of the completed structure will be permitted.

E. *Dumpster enclosures.*

1. Mechanical equipment is necessary to the function of the *Buildings*, which comprise a

successful development. Unfortunately, space must be found for components that are sometimes large, noisy, and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:

a. When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the *Building Official*:
   (1) *Restaurant* and/or *Drinking Uses*, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and
   (2) Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.

b. When located outside of the *Building*, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The *Structure* (including opaque gates) shall be painted or finished to match the building's appearance. No such containers shall be kept, utilized, left stored or maintained in front of any *Principal Structure*, except on collection day.

c. Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.

d. Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.

e. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles and shall be painted in muted colors or match the *Building* and shall not be visible from the *Street*.

f. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

g. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view and buffered.

h. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

F. *Fences, walls, and hedges.*

1. When required

   a. An eight-foot high wall, hedge, or *Fence* shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section. For additional fence, wall, hedge and street screening requirements in the T6-24 and T6-30 transect zone, refer to Chapter 15, *Section 15.3*.

b. All permitted outdoor storage areas in multifamily residential and commercial zones shall be visually screened from public view by an eight-foot-high solid wood or masonry fence or wall.

c. Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.

d. Concrete Block Walls. No fence, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed, or maintained in any manner parallel to the 79th Street Causeway.

2. Prohibitions

a. No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.

b. No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official *Right-of-Way* lines.

c. No wall or fence shall exceed five (5) feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. For fences on corner lots, both street frontages shall be considered *Front Yards*. Additionally:

(1) Landscaping shall be required on the street side of any such wall or fence and the entire width of the landscape bed shall be at least ~~18~~ 24 inches for the entire length of the fence of wall, excluding gated sections.

(2) Any concrete wall or concrete block wall shall be sustained in a finished condition.

d. Hedge heights shall not exceed twelve (12) feet in height in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that:

(1) Such hedges do not interfere with vehicular traffic or visibility on public *Right-of-Way*;

(2) Such hedges are neatly trimmed;

(3) ~~The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order avoid any hindrance to said neighboring property.~~

~~(4)~~ Hedge planting is strictly prohibited within the *Village* right-of-way or *Easement* area.

e. Walls and fences in the rear and side *Setbacks* shall not exceed a height of six feet.

f. No chain link, wire or cable fencing or fences similar in appearance to any of the

foregoing~~,~~ will be permitted within *Front Setbacks*. (This includes all areas past the front edge of the house running towards the *Street*).

(1) There shall be no grandfathering of chain link fencing within the *Front Yard*, *Street Side Yard* or visible from the *Right-of-Way* for any property.

g. Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:

(1) No such feature shall exceed in height the wall height restriction for that district plus three feet; and

(2) There shall be only one such feature in any front, side, or rear *Yard*, except that there may be two entrance gates.

h. Planting of vegetation in *Easement* areas shall conform to the following:

(1) No trees may be planted within any easement or public right-of-way area as shown on the recorded *Plats* of the various subdivisions of the Village ("easement areas").

(a) Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping").

(b) Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;

(c) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.

(d) Street trees may be placed on private property.

~~i. For single family properties on North Bay Island. The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage.~~

~~(1) The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel, or solid cover of mulch.~~

~~(2) The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries.~~

~~(3) Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.~~

~~j. For single family properties on all islands.~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~(1) Front yard area may be paved up to 40 percent of the total linear footage.~~

~~(2) The balance of footage may only be paved if a greenspace is created between the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.~~

~~k. Nonconforming uses of land.~~

~~The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:~~

~~(1) Front yard areas may not be increased in paved areas.~~

~~(2) All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.~~

3. General requirements

a. Construction and materials.

(1) No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals.

(2) Fences which are erected with sheathing, pickets, or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view.

(3) Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.

b. Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition.

(1) Hedges shall not extend over or into the public *Right-of-Way* for the full height of the hedge.

(2) Maximum height.

(a) No fence or wall shall exceed six (6) feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this ~~s~~Section.

(b) The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished *Building* site to the top of the *Wall*, *Fence*, or hedge.

(c) The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed.

(d) The *Land* within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to affect the permitted height unless the entire building site is to be graded to level off this area.

4. ~~*Temporary fence around construction site*~~ Temporary fence around construction site. Nothing in this ~~s~~Section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.
   a. The temporary fence shall be chain link, mesh, aluminum, or such other material as may be approved by the *Village Manager* or ~~his/her~~ a designee and the Building Permit. The temporary fence must provide screening with the applicable approved design for the specific zoning district which was approved by the *Village* Manager or is/her designee. Screening material may be made of mesh, aluminum, or such other material as may be approved by the Village Manager or ~~his/her~~ a designee and the *Building Official*. Material shall not be affixed to a temporary fence which can easily separate or detach from the fence due to a weather or nonweather event.
   b. In the RS-1 and RS-2 zoning districts, temporary fences shall ~~be~~ not exceed eight (8) feet in height. Notwithstanding the foregoing, where a property fronts Kennedy Causeway, the temporary fence shall be six (6) feet in height on the portion of the site facing Kennedy Causeway.
   c. In all zoning districts except the RS-1 and RS-2 districts, ~~S~~screening material used on temporary fences may contain advertising signage on ~~the~~ those portions of the ~~site~~ fence facing a ~~major thoroughfare~~ (street frontage ~~of the site~~) to identify the nature of the property's development, contractor information, leasing information, corporate logos, and renditions of the future development, with no more than fifty percent (50%) of the total screening on each frontage used for advertising. The remainder 50% of the screen shall contain the branded design approved by the Village for the specific zoning district.
   d. Temporary fence and screening plans must be submitted to the *Building Department* and reviewed by the *Planning and Zoning Department*. ~~The Building Department shall transmit temporary fence and screening plans to the Community Enhancement *Board* upon submission by the applicant. The Community Enhancement Board shall review and make recommendations to the Village Manager relating to the aesthetic compatibility of Village Brand Guide elements contained in the temporary fence and screening plans within thirsty (30) days of transmittal of the application.~~ The Village Manager or ~~his/her~~ a designee ~~has~~ shall have the authority to approve designs providing artistic variations of the Village's brand and waive any requirements pertaining to temporary construction fences and screening in this section.
   e. Properties ~~will be provided~~ shall have ~~sixty~~ forty-five (45) days to comply with the requirements in this Section~~, and any additional designs approved by the *Village Manager* or his/her designee in the future~~. Violations of this section shall be enforced

in accordance with *Chapter 153* of the Village Code.

f. These regulations shall also be applicable to properties located within the transect zones, which are otherwise governed by *Chapter 15*.

5. Existing nonconforming fences and/or walls; removal.
   a. Intent. It is the intent of this division to recognize that the eventual elimination of existing fences, that do not conform with the provisions of this ~~c~~Chapter, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the *Village* as is the prohibition of new fences that would violate the provisions of these regulations. It is also the intent of this division that there shall not be any unreasonable burden upon established private property rights.

   b. Continuance. Subject to the amortization schedule below, a nonconforming fence may be continued and shall be maintained in good condition, but shall not be:
      (1) Enlarged or changed to another nonconforming fence.

      (2) Reestablished after its removal.

      (3) Reestablished after being damaged or deteriorated whereby the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.

   c. It shall be the responsibility of the *Code Enforcement Officer* to make an inventory and a record of all nonconforming fences and to serve notice on the owners or users of such fences within 30 days after the adoption of these regulations. The period of nonconformity shall nonetheless begin as of the date of the passing of this division. The inventory shall include the following:
      (1) Owner.

      (2) Type of fence

      (3) Location.

      (4) Reason for classification as nonconforming.

      (5) Date fence was erected.

6. Fences, privacy walls, and hedges for government uses and facilities.
   a. Applicability. This ~~s~~Section applies to fences, privacy walls and hedges erected by a governmental entity for a governmental use including, but not limited to, parks, recreation areas, government offices, utility facilities, parking, or storage sites.

   b. Approval. Governmental entities other than North Bay Village may only be approved for fences, privacy walls and hedges according to this Section by the *Village Commission* at public hearing, following a recommendation by the *Village Planning and Zoning Board*.

c. Location. Fences, privacy walls, and hedges installed in any location on the subject property as necessary to ensure safety and compatibility.

d. Height. Fences, privacy walls, and hedges may be installed at heights necessary to ensure safety and compatibility.

e. Materials. Fences and privacy walls may be constructed with materials which are necessary to ensure safety and compatibility, including but not limited to, chain link, wood, masonry, and vinyl.

7. Vacant lot fencing.
   a. All vacant lots shall be fenced and have the following requirements:
      (1) The fence shall be chain link and must provide mesh screening with the applicable approved design for the specific zoning district which was approved by the Village Manager or ~~his/her~~ designee. In no event shall the fence exceed six (6) feet in height. The *Village Manager* has the authority to waive any requirements pertaining to vacant lots in this Section.

      (2) Vacant lots shall be inspected every calendar year by *Code Enforcement* or the *Building Department* to ensure the fence remains structurally sound and in good repair. Vacant lot property owners shall be required to pay a $250.00 yearly fee for the inspection.

G. *Height exceptions.*
   1. ~~Church~~ *House of Worship* steeples, bell towers, chimneys, tanks, decorative features, roof access stairway or elevator not to exceed 100 square feet of enclosed area, elevator lift housing, air conditioning units, or other mechanical or functional features may exceed zoning district height requirements, except as may be otherwise stipulated herein. Stairway and elevator bulkheads shall be located as close to the center of the roof as possible and be visually recessive such that they do not become vertical extensions of exterior building elevations.

   2. Rooftop *Solar Photovoltaic* or *Solar Water Heater* systems may exceed the permissible height limit in any district by not more than five (5) feet. Rooftop solar photovoltaic or solar water heater systems are not required to be screened.

   3. The structural components of a *Green Roof* (non-vegetative components) may exceed the permissible height limit in any district by not more than five (5) feet. The external perimeters of green roof systems are required to be aesthetically compatible with the building exterior and screening may be required and will be determined on a case-by-case basis by the *Public Works Director* or designee.

   4. The top of a wind turbine may exceed the permissible height limit in any district by not more than ten (10) feet. *Wind Turbines* are not required to be screened. Wind turbines exceeding this height will require an approval through the variance process established in *Chapter 7.*

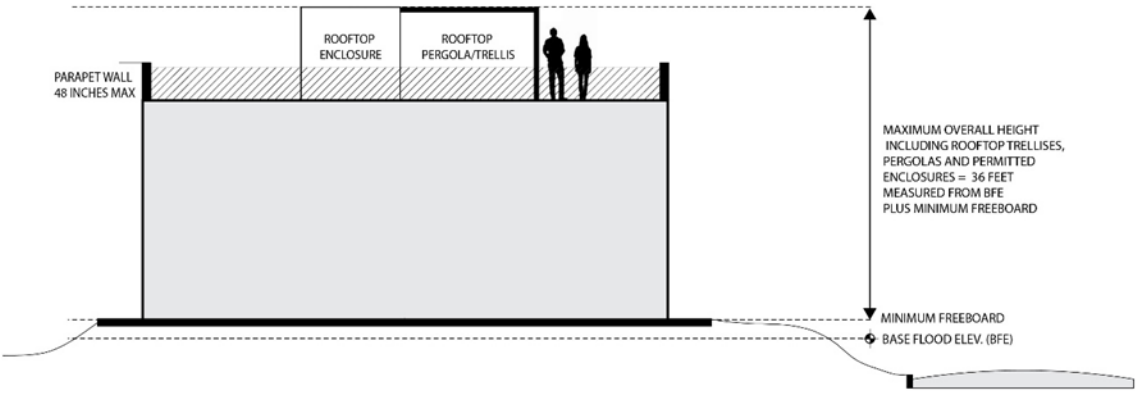
   5. Parapet wall railings associated with a roof deck or terrace, not to exceed 48 inches

above the finished roof deck height.

6. Rooftop decks and terraces, not to exceed six (6) inches above the main roofline. Built in planters, gardens, or similar landscaping areas, not to exceed 3.5 feet above the finished roof deck height, may be permitted immediately abutting the roof deck area. All landscape material shall be appropriately secured.

7. Rooftop trellises or pergolas, provided such structures have a roof of cross rafters or latticework and the area covered is no more than 50% of the terrace or deck area allowed in *Subsection 8.16.A.1.a.(5)(a).* Trellises and pergolas shall be appropriately secured against an elevator or staircase or as required by the *Florida Building Code*.

8. In the RS-1 district, the following shall apply:
   a. The overall height of a *Building* and any rooftop structures including trellises, pergolas, stairway/elevator bulkheads, or rooftop enclosures permitted in accordance with *Subsection 8.16.A.1.a.5.(b)*, shall not exceed 36 feet measured from *BFE* plus required freeboard.



H. *Outdoor dining and sidewalk cafes.*

1. Café tables in the *Right-of-Way* can bring activity to the *Street*. They can provide a wonderful means of people-watching for diners and pedestrians. Consideration should be given to unification of these elements within a block from street to street.

2. *Restaurants* and *Bars* are also encouraged to provide outdoor service in courtyards or arcades.

3. Sidewalk cafés on the public right-of-way may be allowed upon approval by the *Village Commission*.

4. Outdoor restaurants, bars or sidewalk cafés must be associated with an adjacent licensed restaurant and comply with all other zoning regulations and conform to the following criteria:
   a. An application for a warrant pursuant to Sec. 15.1.H.4 must be filed with the *Village Manager*, or ~~his/her~~a designee, for administrative review and approval, which shall include:

(1) Layout of all tables, chairs, benches, and other furniture;

(2) Pedestrian ingress and egress; and

(3) Location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).

b. Outdoor seating/dining areas and uses of the public *Right-of-Way* and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the *Village Manager*.

(1) Such permit shall not be transferable in any manner and is strictly a ~~conditional use~~ warrant permit, valid for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.

(2) The fee for outdoor dining/seating use and area will be charged annually in accordance with the Village's adopted *Fee Schedule*, as may be amended from time to time; the permit fee shall be added to the occupational license fee for the main business.

c. The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance to be provided.

d. The ~~conditional use~~ warrant permitting of outdoor seating/dining use and area may be revoked by the Village Manager or ~~his/her~~ designee, upon finding that:
(1) One or more conditions of these regulations have been violated, or

(2) That the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the *Village*.

e. Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein.

f. The length of suspension shall be determined by the Village Manager as necessary.

g. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.

h. Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor

seating/dining area.

i. Use of Village sidewalks for trash and garbage removal shall be prohibited.

j. Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any *Street* intersections, crosswalks, public seating areas and conveniences, bus stops, *Alleys*, service *Easements*, handicap facilities, or access to any other commercial establishments.

k. If there is seating on one side of the sidewalk, a minimum of five (5) feet of sidewalk must remain clear and unobstructed for pedestrian passage;

l. Outdoor seating/dining area on the public *Rights-of-Way* shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

m. Tables, chairs, and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner.

n. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven (7) feet above *Grade*.

o. Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment

p. Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.

q. Carts and trays for serving food are permitted in the outdoor seating/dining area.

r. Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.

s. Outdoor seating/dining areas may serve *Alcoholic Beverages* where such service is strictly incidental to the service of food and from a service bar only; provided:
   (1) No entertainment of any kind is furnished.
   (2) No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.

t. Any administrative decision may be appealed to the *Village Commission* in accordance with the requirements of this Code.

u. The hours of operation shall coincide with ~~that~~ those of the primary *Restaurant*.

v. Placement of tables, chairs, and related equipment shall be situated to ensure that a minimum of five feet straight pathway on the sidewalk is maintained at all times as an unobstructed pedestrian path.

w. Serving through windows is not permitted.

x. Food preparation shall only occur in the enclosed Restaurant.

y. Because tables provide sufficient advertisement, no additional *Signs* for sidewalk café are permitted.

z. Outdoor furniture shall be substantial enough not to blow over with normal winds.

aa. All outdoor furniture and fixtures shall be tastefully compatible and approved by the *Planning and Zoning Official*.

bb. All disposable table materials such as plates, glasses, and napkins shall be imprinted with the name of the café (stickers may be used). This regulation is to control litter.

cc. Sidewalk cafés shall receive a revocable permit subject to the procedures established by the *Village*.

l. *Recreational and camping equipment.*

Recreational and camping equipment in the form of travel and camping trailers, truck trailers, and motor travel homes, designed and used as temporary living quarters for recreation, camping, or travel use may be parked in the open on sites containing single-family residences, subject to the following conditions:

1. No more than one piece of recreation or camping equipment shall be parked on the site.
2. Such parking shall be limited to the equipment owned or leased by the owner-occupant or occupant-lessee of the site concerned, or owned or leased by a bona fide out-of-Miami-Dade County house guest of the occupant of the site concerned, with the parking of such equipment by the guest not to exceed 14 days.
3. The location for such parked equipment shall be to the rear of the front building line and behind the side street building line, in each case the building line referred to being that portion furthest from the *Street*.
4. Such equipment and the area of parking shall be maintained in a clean, neat, and presentable manner and the equipment shall be in a usable condition at all times.
5. Such equipment shall, at all times, have attached a current vehicle registration license tag.
6. No major repairs or overhaul work on such equipment shall be made or performed on the site or any other work performed thereon which would constitute a nuisance under existing ordinances.
7. When parked on the site, such equipment shall not:
   a. Be used for living or sleeping quarters~~.~~; or
   b. Be used for housekeeping or storage purposes; and
   c. Shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment.
8. The maximum length permitted for such equipment shall not exceed 30 feet and the

maximum height shall not exceed ~~ten~~10 feet.

9. Such equipment shall be so secured that it will not be a hazard or menace during high winds or a hurricane.

J. *Safe and sanitary dwelling unit standards.*

The following shall be the minimum standards to be enforced in North Bay Village relative to the safe and sanitary maintenance of *Dwellings* and *Dwelling Units*:

1. All foundation walls shall be structurally sound, reasonably rodent-proof, and maintained in good repair.
2. Foundation walls shall be considered to be sound if they are capable of bearing imposed loads and are not deteriorated.
3. Every dwelling unit shall be reasonably weathertight, watertight, and rodent-proof.
   a. Floors, walls, ceilings, and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair.
   b. Windows and exterior doors shall be reasonably weathertight, watertight, and rodent proof, and shall be maintained in good working condition.
   c. All parts of the structure that show evidence of rot or other deterioration shall be repaired or replaced.
4. Every inside and outside stairway, porch, and every appurtenance thereto, shall be maintained in a safe condition and be capable of supporting loads which normal use may impose.
5. Every chimney and smoke pipe, and all flue and vent attachments thereto, shall be maintained in such condition that there will be no leakage or backing up of smoke and noxious gases into the *Dwelling*.
6. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a ~~workmanlike~~ professional fashion.
7. Every plumbing fixture, water pipe, waste pipe, and drain shall be maintained in good sanitary working condition, free from defects, leaks, and obstructions.
8. The floor surface of every water closet compartment, bathroom, and shower room shall be maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
9. Every supplied facility, piece of equipment, or utility shall be maintained in a safe and satisfactory working condition.
10. No owner or occupant shall cause any service, facility, equipment, or utility required to be removed from or discontinued for any occupied *Dwellings* and *Dwelling Units* except for such temporary interruption as may be necessary while actual repairs, replacement, or alterations are in process.

11. For these purposes, every owner of a *Building* containing three or more *Dwelling Units*, shall provide the continuing service of a person or persons solely to assure that the minimum requirements of maintenance and sanitation, as provided herein are maintained on the premises at all times.

12. The provisions of the Miami-Dade County *Minimum Housing Code* shall apply as a minimum standard for *Village* enforcement.

K. *Security guards.*

1. Definition~~s~~: The term security guards shall be synonymous with burglar guards and shall refer to steel bars commonly installed on the exterior or interior of doors or entryways and windows or breezeways or private residences, including free standing as well as multifamily residences and commercial and industrial *Buildings*.

2. No security guards may be installed on the exterior of doors and entryways, windows and breezeways on front and side elevations of buildings which face a *Street* or *Public Right-of-Way*.

3. Continuance and removal of nonconforming security guards.
   a. A nonconforming security guard (one which is in existence at the effective date of this section) may be maintained and continued in use as a legal nonconforming use.
   b. However, no such security guard may be enlarged or replaced by another nonconforming device.
   c. At such time as title to the property changes, all nonconforming security guards shall be removed.
   d. Title change shall be defined to mean any change of record ownership, other than by survival or by inheritance of a tenant by the entreaties.

L. *Setback encroachments.*

Every part of every required front, side, and rear *Yard Setback* shall be open and unobstructed from the ground to the sky except as herein provided. For additional regulations specific to the T6-24 and T6-30 transect zone, see Chapter 15, Section 15.3.2. *Section 15.7.B* and *C.* The impervious surface area of any encroachment permitted herein shall be included in the calculation of maximum lot coverage, unless specified otherwise in this ULDC.

1. Cornices, roof overhangs, window air conditioning units, *Awnings*, chimneys, and sills may extend into a required side or rear yard, provided any such extension does not exceed 36 inches into the required yard.

2. Balconies shall be permitted to project to a maximum distance of 48 inches into the required *Yard*, provided ~~there is a seven-foot~~ (7') ~~clear span~~ there is a minimum clearance of eight (8) feet from the bottom of the balcony to the ground.

3. Fences and privacy walls as provided in ~~Section 8.13(F)~~ *Section 8.17.F.*

4. Swimming pool, spa, hot tubs, and ~~pool~~ associated deckings~~s~~ as provided in ~~Section 8.13(M)~~. *Section 8.17.M*

5. Signs as provided in *Chapter 11*.

6. Landscaping retaining *Walls*, parking curbs/bumpers, and other similar features, provided they do not exceed ~~less than~~ 6 inches in height. Pedestrian walkways, footpaths, and steps shall be set back a minimum of two (2) feet from any property line.

7. Light poles and flag poles as provided in *Section 8.13(N)*

8. Patios and terraces at the ground level may extend into a side or rear yard setback area a maximum of eighteen (18) inches, provided they do not exceed 6 inches in height from grade.

9. In single family districts only, the following additional setback encroachments are allowed:
   a. Ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators, and other similar equipment, may be placed in a side *Yard Setback* area; provided the unobstructed side setback area is not reduced by more than 50 percent of what is required in the *Zoning District* regulations and provided the equipment placed in the setback area does not operate above 70 decibels.
   b. A garden window for the cultivation of small plants may extend into the *Setback* area not more than 24 inches.
   c. Tiki huts, pergolas, trellises and sheds, where allowed, may extend into the *Setback* area a maximum of eighteen (18) inches, provided they not exceed a maximum height of ten (10) feet above grade.

10. In all zoning districts other than *Single Family*, the following additional setback encroachments are allowed:
    a. A canopy shall be permitted to extend from the entrance door to the *Front Property Line* provided:
       (1) The canopy does not exceed 12 feet in height or be screened or enclosed in any manner; and
       (2) The canopy shall be required to be removed during hurricane warning periods.
       (3) A clear space is provided between the grade and the bottom of the valance of at least six and one-half feet.
       (4) Additional awning/canopy requirements of ~~s~~*Section 8.13(A)* shall be complied with.
    b. An entrance feature/port cochere may extend from the entrance door into the *Front Setback* area provided:
       (1) Support columns may not be placed closer than 7 feet to the *Property Line*.
       (2) At least 14.5 feet of vertical clearance shall be provided.
       (3) The width of the entry feature/port cochere shall not exceed twenty-five (25) feet

or twenty percent (20%) of the subject *Property Frontage* width, whichever is greater.

(4) The entrance feature/port cochere may extend from the entrance door to the front property line, or a distance of 35 feet, whichever is more restrictive.

c. Tiki huts, pergolas, trellises located at ground level may extend into a side or rear *Setback* area a maximum of twenty-four (24) inches, provided they encroach onto a required Island Walk or View Corridor easement, nor exceed a maximum height of twelve (12) feet above grade.

M. *Swimming pools, spas and hot tubs*.

1. Purpose and intent. The *Legislature* finds that drowning is the leading cause of death of young children in this ~~s~~State and is also a significant cause of death for medically frail elderly persons in this ~~s~~State, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa or hot tub will reduce drowning and near-drowning incident.

In addition to the incalculable human cost of the submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drowning of young children and medically frail elderly persons in this ~~s~~State each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incident each year is enormous.

2. Standards and requirements.

a. Any *Swimming Pool*, spa or hot tub operated by a residential homeowner, ~~or~~ condominium association, or by the resident of a *Single-Family Dwelling* shall be permitted as an *Accessory Use* and shall exist only in conjunction with the *Principal Use* on the same *Lot*, subject to the regulations stated herein.

b. ~~A swimming pool may be permitted in any rear yard; however, in no instance shall it be located nearer than the following distances from any property line or structure:~~ Swimming pools, spas and hot tubs shall have minimum *Setbacks*, which shall be measured from the waterline to the property line, as follows:

Setback	Distance (Feet)
Front	25
Side (interior)	7.5
Rear or Easement	7.5
Structure	5
Side (corner)	15

c. Decking surrounding a swimming pool, spa or hot tub shall provide a minimum

setback of 2.5 feet from any property line.

d. Screen enclosures. Screen enclosures shall be limited in height to twelve (12) feet from finished grade and shall be subject to the following setbacks:

Setback	Distance (Feet)
Front	Not permitted
Rear or Easement	2.5
Side (interior)	5
Side (corner)	10

~~Access. Exterior access to a swimming pool shall be through a self-closing and self-latching gate with latches placed at least four feet above grade and operable from the pool area only.~~

~~d~~e. Drainage. If a patio is provided adjacent to or surrounding a swimming pool, spa or hot tub, it shall be designed so as to be self-draining away from the ~~pool~~structure.

~~e~~f. Lighting. Artificial lighting used to illuminate the premises shall be shielded and directed away from adjacent properties and streets, shining only on the subject site.

~~f~~g. Height. Swimming pools, spas, hot tubs, and appurtenances shall not exceed a height of two (2) feet above finished *Grade*.

~~g~~h. Additional requirements. In addition to the foregoing requirements, all regulations and standards of *Sections 151.01* through *151.18* of the Village's Code of Ordinances, and the *Florida Building Code* shall be complied with.

3. Safety features and b~~B~~arriers ~~for swimming pools, spas and hot tubs required~~. ~~Barriers must be placed around the perimeter of the pool, spa or hot tub and must be separate from any Fence, Wall, or other enclosure surrounding the Yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, spa or hot tub that is being used as part of the barrier, and meets the barrier requirements of this cChapter, cChapter 151 of this Code, and the Florida Building Code~~

a. All residential swimming pools, spas and hot tubs must meet the following:

(1) At least one of the requirements relating to pool safety features required by Section 515.27, as amended.

(2) All the barrier requirements of Section 515.29, Florida Statutes.

~~a. Barrier construction~~

~~(1) A Wall of a Dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool, spa, or hot tub.~~

~~(2) Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:~~

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(a) All doors and windows providing direct access from the home to the pool, spa, or hot tub shall be equipped with an exit alarm complying with this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code that has a minimum sound pressure rating of 85 dB.

(b) At 10 feet the exit alarm shall produce a continuous audible warning when the door and its screen are opened.

i. The alarm shall sound immediately after the door is opened and be capable of being heard throughout the house during normal household activities.

ii. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds.

iii. The deactivation switch shall be located at least 54 inches above the threshold of the door.

iv. Separate alarms are not required for each door or window if sensors are wired to a central alarm sound when contact is broken at any opening.

(c) All doors providing direct access form the home to the pool, spa or hot but must be equipped with a self-closing, self-latching device with positive mechanical latching/locking installed a minimum of 54 inches above the threshold, which is approved by the authority having jurisdiction.

(d) Exceptions:

i. Screened or protected windows having a bottom sill *Height* of 48 inches or more measured from the interior finished floor at the pool, spa, or hot tub access level.

ii. Windows facing the pool, spa, or hot tub on floor above the first story. Screened or protected pass-through kitchen windows 42 inches or higher with a counter beneath.

(3) The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(4) The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(5) Where the top of the pool, spa, or hot tub structure is above grade, the barrier may be at ground level or mounted on top of the pool, spa or hot tub structure.

(6) Where the barrier is mounted on top of the pool, spa, or hot tub structure, the maximum vertical clearance between the top of the pool, spa, or hot tub structure and the bottom of the barrier shall be 4 inches.

~~(7) Maximum mesh size for chain link fences shall be a 2¼ inch square unless the fence is provided with slats fastened at the top or bottom which reduce the openings to no more than 1¾ inches. A mesh safety barrier meeting the following minimum requirements shall be considered a barrier as defined in this section:~~

~~(a) Individual component vertical support posts shall be capable of resisting a minimum of 52 pounds (229 N) of horizontal force prior to breakage when measured at a 36-inch height above grade.~~

~~(b) Vertical posts of the child mesh safety barrier shall extend a minimum of 3 inches below deck level and shall be spaced no greater than 36 inches apart.~~

~~(c) The mesh utilized in the barrier shall have a minimum tensile strength according to ASTM D 5034 of 100 lbf., and a minimum ball burst strength according to ASTM D 3787 of 150 lbf. The mesh shall not be capable of deformation such that a ¼ inch round object could pass through the mesh. The mesh shall receive a descriptive performance rating of no less than "trace discoloration" or "slight discoloration" when tested according to ASTM G 53 (Weatherability, 1,200 hours).~~

~~(d) When using a molding strip to attach the mesh to the vertical posts, this strip shall contain, at a minimum, #8 by percent-inch screws with a minimum of two screws at the top and two at the bottom with the remaining screws spaced a maximum of 6 inches apart on center.~~

~~(e) Patio deck sleeves (vertical post receptacles) placed inside the patio surface shall be of a nonconductive material.~~

~~(f) A latching device shall attach each barrier section at a height no lower than 45 inches above grade. Common latching devices which include, but are not limited to, devices that provide the security equal to or greater than that of a hook and eye type latch incorporating a spring actuated retaining level (commonly referred to as a safety gate hook).~~

~~(g) The bottom of the child mesh safety barrier shall not be more than 1 inch above the deck or installed surface (grade).~~

~~(8) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier as herein described below.~~

~~(9) One end of a removable child barrier shall not be removable without the aid of tools. Openings in any barrier shall not allow passage of a 4-inch-diameter sphere.~~

~~(10) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool, spa, or hot tub side~~

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~~of the fence.~~

~~(11) Spacing between vertical members shall not exceed 1¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.~~

~~(12) Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.~~

~~(13) Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~

~~(14) Where an aboveground pool, spa, or hot tub structure is used as a barrier or where the barrier is mounted on top of the pool, spa, or hot tub structure, and the means of access is a ladder or steps;~~

~~(a) The ladder or steps either shall be capable of being secured, locked, or removed to prevent access, or~~

~~(b) The ladder or steps shall be surrounded by a barrier which meets the requirements of this chapter and c*Chapter 151* of this Village's Code, as well as the *Florida Building Code*.~~

~~(c) When the ladder or steps are secured, locked, or removed, any opening created shall not allow the passage of a 4-inch-diameter sphere.~~

(15) ~~Any permitted swimming pool may be enclosed by a screen enclosure, provided the enclosure is constructed of material which is 90 percent screening.~~

(16) ~~Screen enclosures shall have the same minimum side *Setbacks* as those stated above for swimming pools.~~

(17) ~~Standard screen enclosures which meet the requirements of the Florida Building Code, may be utilized as part of or all of the "barrier" and shall be considered a "non-dwelling" wall.~~

(18) ~~Removable child barriers shall have one end of the barrier non-removable without the aid of tools.~~

(19) ~~Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the barrier from immediately falling into the water.~~

~~(a) Sufficiently away from the water's edge shall mean no less than 20 inches from the barrier to the water's edge.~~

~~(b) *Dwelling* or non-dwelling *Walls* including screen enclosures, when used as part or all of the "barrier" and meeting the other barrier requirements, may be as close to the water's edge as permitted by this Code.~~

(20) ~~A barrier may not be located in a way that allows any permanent *Structure*, equipment, or window that opens to provide access from the home to the~~

~~swimming pool, spa, and/or hot tub.~~

b. Access to swimming pools, spas, and hot tubs.

Access gates, when provided, shall be self-closing and shall be equipped with a self-latching locking device located on the pool, spa, or hot tub side of the gate.

(1) Where the device release is located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside.

(2) Gates that provide access to the swimming pool, spa, or hot tub must open outward away from the pool, spa, or hot tub.

(3) The gates and barrier shall have no opening greater than ½ inch within 18 inches of the release mechanism.

c. Adjacent waterways as barriers.

(1) Permanent natural or permanent hu~~man~~-made features such as *Bulkheads*, canals, lakes, navigable waterways, etc., adjacent to a public or private swimming pool, spa, or hot tub may be permitted as a barrier when approved by the authority having jurisdiction.

(2) When evaluating such barrier features, the authority may perform on-site inspections and review evidence such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify, at a minimum, the following:

(a) The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as provided by the ~~c~~Code.

(b) The barrier feature clearly impedes, prohibits, or restricts access to the swimming pool, spa, or hot tub.

d. Schedule of penalties.

Failure to comply with the requirements of any ~~s~~Section of this ~~c~~Chapter may result in a penalty as provided in *Section 153* of the North Bay Village Code.

N. *Towers, antennas, poles, and masts.*

1. Generally.

Prior to the erection of a water tower, standpipe, windmill, tower, aerial, antenna, pole, mast, or other vertical structure over ten feet in height above the roof of a permitted structure, or over twenty (20) feet in height if erected at *Grade*, the requirements of this section and the ~~South~~ *Florida Building Code* shall be observed.

a. Plans and specification required.

Plans and specifications for the structures listed above shall be submitted to the *Building Official* showing:

(1) All dimensions, size, and kind of members, footings, and guy wires;

(2) The location, depth, and type of guy anchors and footings;

(3) The type and weight of the antenna, apparatus, or *Structure* to be attached to or supported by the structure; and

(4) An application made for a permit.

b. Maximum height.

(1) The vertical height of any of the above structures shall not be greater than 90 percent of the horizontal distance from its base to the nearest property line.

(2) Radio towers, where incidental to a business use in the commercial district, may extend to a height of 150 feet measured from ground elevation.

(3) Poles, masts, and towers for supporting antenna used in the operation of amateur radio stations, citizen band radio stations, and citizen band radio stations licensed by the *Federal Communications Commission* shall be excepted from the above regulations and shall be governed by the following requirements:

(a) All poles, masts, towers, and beam array antennas shall be placed not less than five feet from a public *Right-of-Way* line or adjacent property line, or nearer than one foot from any *Easement*.

(b) All such installations shall conform to the requirements of the *National Electrical Code* and current radio frequency emission standards and other applicable *FCC regulations*, and be located not less than eight feet from any power line over 250 volts, including the beam elements or any part thereof.

(c) Permits shall be required for the installation of any poles, masts, or towers over 20 feet above the roof of any structure to which they may be attached, and for any installation over 35 feet in height when erected from grade. Applications for permits shall be accompanied by three copies of plans and specifications showing:

i. All dimensions, size, and kind of members,

ii. Footings and guy wires;

iii. The location, depth, and type of guy anchors and footings; and

iv. The type and weight of the antenna, apparatus, or *Structure* to be attached to or supported by the structure.

(d) Poles shall be of an approved creosoted type or treated or painted with a chemical preservative and an outer coat of oil base paint before installation. The color shall match the surrounding development.

(e) The recommended depth of holes for various type poles shall be subject to acceptable engineering standards:

Pole Height Above-ground (feet)	Hole Depth in Firm Ground (feet)	Hole Depth in Rock Ground (feet)
16	3.5	3
20	4	3
25	5	3
35	6	4
50	7	5

(f) If the earth is damp or soggy, the depth of hole is to be increased by one foot.

(g) If carrying a beam, poles must be properly guyed, as is the case where the pulling effect of the wire antenna or weight of other installations will require guying.

(h) Wood masts shall be chemically treated, painted with an outside coat of oil base paint, and suitably guyed at the top and middle in at least three different directions.

(i) Masts to support a beam, whether of wood or metal pipe, shall comply with all the applicable regulations in regard to the location, guying and the like, and the maximum allowable weight of antenna, rotator, and components shall not exceed 150 pounds.

(j) Towers of steel, iron or aluminum, whether of the rigid non-demountable type or the rigid, demountable type with the crank-up, crank-down and either the hinged base or swivel crank-over features shall carry no more weight on the top than specified by the manufacturers specifications.

(k) In calculating the height of demountable type towers, the top of the lower rigid section shall be considered the top for the purpose of this ~~s~~Section.

(l) Beam array antennas shall be mounted so as to provide easy servicing and easy access for the removal at approach of hurricanes or provide for the lowering of such beam.

(m) All telecommunication tower sites must comply with the landscaping requirements of the Village in force at the time of application.

(n) An eight-foot (8-ft) fence or wall constructed in accordance with these land development regulations, as measured from the finished grade of the site, shall be required around the base of any tower and may be required around any accessory building or structures.

(o) Depending on the height and location, telecommunication towers or antennas shall be approved by the FAA, Miami-Dade County Aviation Authority or other

appropriate agency prior to issuance of a building permit by the Village.

(p) Prior to the issuance of a building permit by the building division and/or planning and zoning division, the applicant shall provide evidence that the telecommunication towers or antennas are in compliance with FAA regulations.

2. Dish antennas.

a. Application. This ~~s~~Section shall apply only to private noncommercial dish antennas as defined in *subsection B.2* below. This section shall supplement and not repeal or modify the requirements of *Section 8.10(E)(5).*

b. Definitions:

(1) Dish antenna means a dish antenna intended for the purpose of receiving communications from orbiting satellites and other extraterrestrial sources, a low noise amplifier (L.N.A) which is situated at the focal point of the receiving component for the purpose of magnifying and transferring signals, a coaxial cable for the purpose of carrying signals to the interior of a *Building*.

(2) A private noncommercial dish antenna is a dish antenna for a single-family residence which is erected solely for the use of its owners. Said antenna shall not be used for the purpose of obtaining revenue.

c. Placement. Private noncommercial dish antennae may be permitted in North Bay Village provided:

(1) They are located in the *Rear Yard*.

(2) They are placed no closer to any property boundary line than a distance equal to their height as measured from ground level to the top of the antenna but in no event closer than ten feet to said *Property Lines*.

(3) On corner properties, no portion of the apparatus may extend beyond the imaginary extension of the line of the house *Structure*.

(4) Roof-mounted dish antennae shall not be permitted except on two-story *Buildings* with a flat roof, provided the antenna cannot be viewed from ground level, and in no instance is to exceed in height 15 [feet] above the roof.

d. Dimensions. The height of dish antennas, on the ground, shall not exceed 15 feet from ground level nor shall their diameter exceed 12 feet.

e. Number allowed; color. Only one dish antenna shall be allowed per single-family house, and antennas shall be neutral in color, and one color only.

f. Anchorage. All dish antennae shall be anchored securely to the ground or structure in compliance with the requirements of the ~~South~~ *Florida Building Code* relative to structures.

g. Permit required. No dish antenna shall be erected until a permit has been issued by North Bay Village. All applications for a permit shall be accompanied by a site plan

showing the proposed location of the antenna, the type, color, height and diameter of the antenna and the proposed landscaping.

h. Screening. A private noncommercial dish antenna shall be screened by landscaping on its sides so as to obscure its visibility from the abutting properties' ground view.

i. Once installed, dish antennas and related appurtenances must be maintained in good and operable condition, and the surrounding landscaping shall likewise be continuously maintained for the intended screening purpose.

j. Nonconforming uses. All dish antennas that are legally existing on October 23, 1990, shall be allowed to remain until such time that they may be replaced, or the cost of repairs exceeds 50 percent of the replacement at which time they shall conform in all respects to this ~~s~~Section.

3. Screening of mechanical equipment.

Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the *Village*'s streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements:

a. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utilities lift stations, and the like shall be screened from public view. Screening shall, at a minimum, be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the ~~principle~~ *Principal Structure(s)*. Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.

b. Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public *Right-of-Way*. All screening shall, at a minimum, be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the *Building(s)* and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s).

c. Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.

O. Island Walk Standards.

1. Except as otherwise provided in these regulations, all waterfront properties on Harbor Island and properties zoned either RM-70 or T6 and located along the north, south, and east shorelines of Treasure Island, upon and as part of their development or substantial redevelopment, shall be required to design and construct the respective portion of the Island Walk according to design criteria and standards established in the *Island Walk*

Design Criteria Project Memorandum, dated October 19, 2020, prepared by EAC Consulting Inc. and Moffat & Nichol for the *Village*, as may be updated from time to time, which is incorporated into the Code as *Appendix "A"* and made a part hereof by reference.

DIVISION 5, GREEN BUILDING PROGRAM

§ 8.18 – Purpose and intent.

The *Village* has determined that the demolition, construction, and maintenance of buildings within the Village will have a significant impact on the Village's environmental sustainability, resource usage, waste management, and the health and productivity of the residents, employees, and visitors. *Green Building* construction increases the efficiency with which buildings and their sites use and harvest energy, water, and materials thereby reducing building impacts on human health, the environment, and the Village. The Village has also determined that the use of certified green building professionals during the design and planning of a project can significantly improve the sustainability of the finished product and the efficiency at which it is implemented.

§ 8.19 – Applicability.

The *Green Building* requirements of this Division shall apply to all *Zoning Districts*, Form-Based Districts and transect Zones within the Village and to the following development:

A. All new and substantial redevelopment applications for residential, commercial, office, hotels, and civic uses.

B. All new mixed-use development applications.

C. For any Village-owned civic or office construction project, the *Village* is expected to incorporate the ~~g~~Green ~~b~~Building requirements of this Chapter unless the *Village Commission*, in its sole discretion, demonstrates that the cost (e.g., time, function, or funding) associated with the requirements significantly outweighs the benefits to the Village.

§ 8.20 - Requirements.

Requirements for applications subject to the green building program are as follows:

A. All development subject to the green building program shall incorporate design options from the Table in ~~§~~*Section 8.21 Green Building Development Options and Points* to achieve the minimum number of points as specified below:

1. Single family residential shall achieve a minimum of ~~ten~~ twelve (1~~0~~2) points.
2. Multi-family residential shall achieve a minimum of ~~eighteen~~ twenty (~~18~~22) points.
3. Mixed-use projects shall achieve a minimum of twenty-four (2~~0~~6) points.
4. Commercial and Office projects shall achieve a minimum of twenty-four (2~~0~~6) points.
5. Hotel projects shall achieve a minimum of twenty-four (2~~0~~6) points.

6. Civic Uses shall achieve a minimum of twenty-four (20~~6~~) points.

B. Upon site plan submittal, applicants shall provide a description of their proposed strategy to achieve the required number of points from the Table ~~§~~*Section 8.21 Green Building Development Options and Points*. In the case of projects pursuing certification through an approved third-party ~~g~~Green ~~b~~Building ~~p~~Program, a completed official certification checklist shall be submitted with the application.

C. All development subject to the green building program shall retain a *USGBC LEED* Accredited Professional, *FGBC* Designated Professional, an accredited *NGBS* Green Verifier, or other verified green building accredited professional within their planning and design team.

D. For those projects pursuing green building certification through an approved third-party ~~g~~Green ~~b~~Building ~~p~~Program, the certification shall be obtained within twelve (12) months of the issuance of a certificate of occupancy (CO) by North Bay Village. Failure to submit the green building certification to the *Village* within this timeframe shall result in a Notice of Violation (NOV).

E. No pennants, ribbons, balloons, flags, banners, or similar material shall be placed on any *Green Building Feature*.

F. Certification signage or green feature acknowledgment plaques shall be pre-approved as a part of the permit issuance process.

§ 8.21 - Green building development options and points.

The table within this subsection lists green building design options, the points available for incorporating each design option, and a brief description of the design option standards.

Green Design Option	Points	Description
Gray water systems.	6	Reuse water from showers, bathtubs, clothes washing, and sinks (except kitchen sinks) for flushing toilets and urinals.
Solar-ready rooftop	2	Provides reserved breaker space and conduit for future use, as well as structural provisions to support future roof load.
Photovoltaic System	4	Generate at least 30% of energy demand based on daytime peak load and on an annual basis.
Photovoltaic ~~s~~System	6	Generate at least 60% of energy demand based on daytime peak load and on an annual basis.
Photovoltaic ~~s~~System with back-up battery storage	8	Generate at least 30% of energy demand based on daytime peak load and on an annual basis and

		provide at least 24 hours of energy use in battery storage.
Photovoltaic ~~s~~System with back-up battery storage	10	Generate at least 60% of energy demand based on daytime peak load and on an annual basis and provide at least 24 hours of energy use in battery storage.
Solar Water Heater or Heat Pump Water Heater	2	~~Solar~~ Energy efficient water heating system with at least an ~~8~~5 0-gallon storage tank.
Electric Vehicle Charging Station(s)	2+	Single-family residential: • ~~2 points for installing the electric lines and circuit breakers necessary to accommodate station installation (installed according to § 8.23.E).~~ • 2 points for ~~each~~ an additional charging station installed pursuant to *§ 8.23.E* in a single-family residence~~, not to exceed a maximum of 4 points~~. All other project types: ~~2~~1 point~~s~~ for each station installed above the baseline number required pursuant to *§ 8.23.A* and B, not to exceed a maximum of 4 points.
Permeable surface for parking and drives	4	At least 50% of total surface of driveway and parking needs are permeable surfaces.
Permeable surface for parking and drives	2	At least 25% of total surface of driveway and parking needs are permeable surfaces.
Green Roof	6	At least 50% or more of roof surface area is green roof.
Green Roof	4	At least 25% or more of roof surface area is green roof.
Green Wall	4	Green wall must cover at least forty (40) percent of the surface of the external wall.
White roof (also known as cool roof)	4	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year aged *Solar Reflectance Index (SRI)* as follows: • Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64.

		• Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32.
Cool Pavement	4	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot.
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than *Florida Building Code* requirements.
LID/*Green Infrastructure* (e.g., use of bioswales, rain gardens, cisterns, filtration media, etc.)	~~2~~ 4	Demonstrate efficacy of the system and provide maintenance plan.
SITES Certification for landscaping	~~2~~ 4	Provide ~~C~~certification.
100% native plants in landscaping	~~2~~ 4	Meet all landscaping requirements with 100% Miami-Dade County native vegetation.
Florida Friendly Landscape Recognition (Silver)	2	Demonstrates adherence to the nine principles and requirements to achieve Silver-level recognition by the Florida Friendly Landscaping TM Program.
Florida Friendly Landscape Recognition (Gold)	4	Demonstrates adherence to the nine principles and requirements to achieve Gold-level recognition by the Florida Friendly Landscaping TM Program.
Pollinator Garden	2	Wildlife Habitat Certification from the National Wildlife Federation, Pollinator Steward Certification from the Pollinator Partnership, or similar program.
EnergyStar rating for all appliances/equipment	4	~~a~~All appliances/equipment associated with the building are EnergyStar rated.
Low-flow plumbing fixtures	4	EPA-labeled WaterSense showerheads (2.0 gpm max), bathroom and kitchen faucets and aereators (1.5 gpm max)
Low-flow plumbing fixtures	6	All of the above plus WaterSense-labeled toilets (1.28 gpf max), urinals (0.5 gpf max)
Low-flow plumbing fixtures	8	All of the above plus WaterSense-labeled landscape irrigation controllers
High-efficacy lighting	4	At least 90% of all building lighting is “high efficacy” (defined in light output per watt of power input)

High-efficacy lighting	6	100% of all building lighting is “high efficacy” (defined in light output per watt of power input)
Lighting controls	2	Interior lighting controls with dimmers or sensors excluding bathroom and hallways
Lighting controls	2	Exterior lighting controls with automatic shut-off when daylight is present
Other - Innovative Design feature	2+	Provide other design features that conserve energy, promote sustainable landscapes, support public health or increase sustainability, to be awarded at the discretion of the *Village Manager* and reviewed on a case-by-case basis.
Diversion of waste from landfill	2	For projects involving demolition, provide documentation that at least 30% of all demolition materials will be reclaimed, recycled, or otherwise diverted from the landfill.
Diversion of waste from landfill	4	Demonstrate that at least 50% of all construction waste will be diverted from landfill for recycling and reuse.
Use of reclaimed/recycled materials	2	Demonstrate that at least 20% of buildings materials being used are reclaimed/recycled content.
Use of reclaimed/recycled materials	4	Demonstrate that at least one primary building material (such as roofing) is 50% or more post-consumer recycled content.
Use of locally sourced materials	2	Demonstrate that at least 10% of construction materials are extracted, harvested, recovered, or manufactured within 500 miles of the construction site
Use of locally sourced materials	4	Demonstrate that at least 20% of construction materials are extracted, harvested, recovered or manufactured within 500 miles of the construction site
Use of locally sourced materials	8	Demonstrate that 50% of construction materials are extracted, harvested, recovered, or manufactured within 500 miles of the construction site.
LEED Base Certification	14	Obtain USGBC Base Certification.
LEED Silver Certification	16	Obtain USGBC Silver Certification.
LEED Gold Certification	18	Obtain USGBC Gold Certification.

LEED Platinum Certification	20	Obtain USGBC Platinum Certification.
FGBC Bronze Certification	12	Obtain FGBC Bronze Certification.
FGBC Silver Certification	14	Obtain FGBC Silver Certification.
FGBC Gold Certification	16	Obtain FGBC Gold Certification.
FGBC Platinum Certification	18	Obtain FGBC Platinum Certification.
NGBS Bronze Certification	10	Obtain NGBS Bronze Certification.
NGBS Silver Certification	12	Obtain NGBS Silver Certification.
NGBS Gold Certification	14	Obtain NGBS Gold Certification.
NGBS Emerald Certification	16	Obtain NGBS Emerald Certification.

§ 8.22 - Submittal requirements.

At the time of application submittal, the applicant must submit:

A. Documentation identifying and verifying the credentials of the *USGBC LEED* accredited professional, *FGBC* Certifying agent, accredited *NGBS* Green Verifier, or other ~~g~~Green ~~b~~Building ~~p~~Program accredited professional on the applicant's team.

B. A checklist for each green building option, as identified in ~~§~~Section 8.21 ~~*Green Building Development Options and Points*~~, incorporated into the project design to achieve points.

C. If the applicant is pursuing a certification through a recognized third-party green building certification program (USGBC *LEED*, FGBC, NGBS, etc.), the points checklist, designated level of certification, and proof of application into the third-party green building program must be submitted. The applicant shall use the most current version of the chosen certification program.

D. The *Village* reserves the right to require a bond upon application for a project proposing a third-party green building certification to ensure completion of the project in accordance with the proposed green standards and receipt of the certification.

§ 8.23 – Electric vehicle charging stations.

To promote the health, safety, and general welfare of the citizens in the preparation for the increasing utilization of electric vehicles, and to ensure the *Village* provides the infrastructure necessary to support the transition to this technology, ~~the following shall apply~~ wherever off-street parking is required, *Electric Vehicle-Charging Station(s)* shall be required in accordance with the following standards:

A. ~~All n~~New, Redeveloped, ~~Multi-family residential~~ and Substantially Improved ~~Mixed-use p~~Projects: ~~shall install a minimum number of *Electric Vehicle-Charging Station(s)* with the project at the rate of~~

1. *Level 2 Charging.* A minimum of ~~five~~ ten (~~5~~10) percent of the total number of required or provided parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher. If ~~five~~ ten (~~5~~10) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.

2. *Level 3 Charging.* When 60 or more parking spaces are required or provided, a minimum of two (2) parking spaces shall be equipped with an electric vehicle charging station rated for Level 3 charging. For every additional 60 spaces required or provided, one (1) additional Level 3 charging station shall be provided. When required, Level 3 charging stations shall be made available to any tenant, guest, invitee or other patron of the property with an electric vehicle for active charging and may not be reserved for building patrons.

3. *Guest Parking.* When guest parking is required, a minimum of 10% of the required or provided guest parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher.

4. *Exclusive Use.* When more than 20 off-street parking spaces are required or provided, all electric vehicle parking spaces shall be reserved for the exclusive use of electric vehicles.

5. *EV-Ready Spaces.* Spaces not equipped with a Level 2 or higher charging station shall be required to have an electrical power supply rated at 240 volts or greater installed for each parking space for future installation of electrical vehicle charging spaces rated at Level 2 or higher.

6. *Mechanical Parking.* When mechanical parking is utilized, where access to a charging station is not feasible, a Level 3 charging station shall be required for every ten (10) spaces that do not include an electrical power supply rated at 240 volts or greater.

B. ~~All new and substantial redevelopment of Commercial, Office, Hotel and Civic uses shall install electric vehicle charging station(s) with the project at the rate of five (5) percent of the total number of required parking spaces. If five (5) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.~~ A minimum of 25% of the charging stations supplied in any development project shall provide non-proprietary connectors.

C. Battery charging equipment shall:

1. Be screened from view from the right-of-way;

2. Be no higher than 72 inches from the finished floor/grade;

3. Contain a retraction device, coiled cord, or a place to hang cords and connectors above the ground surface;

4. Include, except in single-family residential districts, the following: (a) voltage and amperage levels; (b) pricing and usage fees, if any; (c) safety information; and (d) contact information to report issues relating to the operation of the equipment;

5. Be elevated or designed so that all electrical components are 12 inches above the 100 year flood plain; and

6. Be listed by Underwriters Laboratories (UL) 2202 “Standard for Electric Vehicle (EV) Charging System Equipment,” comply with the Florida Building Code, Society of Automotive Engineers (SAE) Standards for Charging Stations; comply with National Electrical Code (NEC) Standards for Battery Charging Equipment; and all applicable Federal Standards, as may be amended from time to time.

7. Charging equipment shall be installed with proper grounding and use monitoring equipment that can sense excessive temperature and shut the charging process down.

8. Electrical service load calculations for EV supply equipment shall comply with or exceed NEC standards to ensure the electrical supply will be able to handle the extra load put on by EVs charging.

~~C~~D. An electric vehicle charging station *Sign* shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the *Manual on Uniform Traffic Control Devices* (MUTCD) requirements for sign designation (electric vehicle charging). *Single-Family Residential* stations are not required to meet the MUTCD standards.

~~D~~E. The application documents for the project shall at a minimum identify the following:

1. The location where the vehicle(s) will be parked~~,~~;
2. The location of the charging station(s)~~,~~; and
3. The electrical plans showing the location of the meter, circuitry, panel schedules and routing.

~~E~~F. Any new single-family ~~development~~ residential project that elects not to install an electric vehicle charging station, or any project proposing substantial improvements to an existing single-family home, shall install the electric lines and circuit breakers to readily accommodate future installation. Lines shall be installed up to the point where the charging station will be located.

Electric vehicle charging station(s) shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts* and categories.

§ 8.24 – Bicycle parking / storage.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by ~~provide~~ providing support for alternative transportation methods.

A. Nonresidential development shall provide a minimum of six (6) secure bicycle parking / storage spaces for each 50,000 square feet of floor area, or part thereof.

B. Townhouse and multifamily development shall provide secure bicycle parking / storage spaces at a ratio of one space for each five residential units (1:5) or fraction thereof for those units that do have an accompanying individual dedicated enclosed garage.

C. The location of the bicycle space / storage shall be indicated on the site plan.

§ 8.25 – Rooftop photovoltaic solar systems and solar water heater systems.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of alternative energy systems and to encourage the installation of rooftop *Photovoltaic Solar Systems* and/or rooftop *Solar Water Heater* systems on *Buildings* and *Structures* within the *Village*.

A. Rooftop photovoltaic solar systems and/or solar water heater systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all zoning categories and *Districts*. Nothing contained in this Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of rooftop photovoltaic solar systems or solar water heater systems that meet the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, rooftop solar photovoltaic or solar water heater systems may exceed the permissible height limit in any district by not more than five (5) feet as specified in ~~§~~*Section 8.17.G~~. Height Exemptions~~*. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, solar photovoltaic or solar water heater systems may exceed the existing roof height by no more than five (5) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that:

1. If the property is within a homeowners' association, condominium association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the Village; and

2. The issuance of a permit for a rooftop photovoltaic solar system or solar hot water system does not create in the property owner(s), or any successor or assign in title, or create in the property itself, a right to remain free of shadows or obstructions to solar energy caused by development adjoining on other property or by the growth of any trees or vegetation on other property or the right to prohibit the development on or growth of any trees or vegetation on another property.

D. To the extent that the Village has discretion regarding the removal or relocation of trees, solar access shall be a factor taken into consideration when determining whether and where trees may be removed or relocated.

E. Rooftop photovoltaic solar systems and solar ~~hot~~ water heater systems shall be properly maintained and be kept free from hazards, including, but not limited to, faulty wiring, loose

fastenings, or being maintained in a condition that is unsafe or detrimental to public health, safety, or general welfare.

§ 8.26 – Green roof.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of *Green Roof* systems on *Buildings* and *Structures* within the *Village*. A green roof, also referred to as a living roof, shall mean a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional components such as a root barrier, drainage and irrigation system, and soil containment.

A. Green roof systems shall be deemed permitted *Accessory Equipment* to conforming and *Nonconforming Buildings* in all *Zoning Categories*. Nothing contained in this ~~c~~Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a green roof that meets the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, the green roof structural components (non-vegetative components) may exceed the permissible height limit in any district by not more than five (5) feet as specified in ~~§~~*Section 8.17.G*. ~~*Height Exemptions*~~. For existing buildings non-conforming to height requirements, in order to be deemed permitted accessory equipment, green roof structural components may exceed the existing roof height by no more than five (5) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that if the property is within a homeowners' association, condominium association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the *Village*.

D. To be deemed a green roof for the ~~propose~~ purpose of achieving points for *Green Building* requirements the green roof must cover at least twenty-five (25) percent of the total roof surface.

E. The green roof system shall be properly designed, installed, and maintained, and be kept free from hazards or conditions that are unsafe or detrimental to public health, safety, or general welfare and shall comply with the provisions established in the landscape code under ~~§~~*Section 9.245* ~~– Green Roof.~~

§ 8.27 – Green wall.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of green wall systems on *Buildings* and *Structures* within the Village. A *Green Wall*, also referred to as a living wall or vertical garden, shall mean an internal or external wall partially or completely covered with vegetation that includes a support structure and growing medium, and an integrated water delivery system.

A. Green wall systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts*. Nothing contained in this Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a green wall that meets the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including buildings containing *Nonconforming Uses*.

B. In order to be deemed permitted accessory equipment, the green wall structural components (non-vegetative components) may encroach into a side or rear yard setback by no more than (3) feet. For existing buildings non-conforming to *Setback* requirements, in order to be deemed permitted accessory equipment, green wall structural components may encroach into any required setback by no more than three (3) feet.

C. Prior to the issuance of a permit, the property owner(s) must acknowledge, as part of the permit application, that if the property is within a homeowners' association, condominium association, or otherwise subject to restrictive covenants, the property may be subject to additional regulations or requirements despite the issuance of a permit by the *Village*.

D. To be deemed a green wall for the ~~propose~~ purpose of achieving points for *Green Building* requirements, the green wall must cover at least forty (40) percent of the external surface on the wall on which it is constructed.

~~*E.*~~ The green wall system shall be properly designed, installed, and maintained, and be kept free from hazards or conditions that are unsafe or detrimental to public health, safety, or general welfare and shall comply with the provisions established in the landscape code under ~~§~~ Section ~~8.27 – *Green wall*~~ *9.23*.

§ 8.28 – Wind turbines.

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of alternative energy systems and to provide for the installation of *Wind Turbines* on rooftops or in *Yards* within the *Village*. Wind turbines may be a vertical axis helical design or a pole with blades 'windmill' type horizontal axis design.

A. Wind turbine systems shall be deemed permitted accessory equipment to conforming and nonconforming buildings in all *Zoning Districts*. Nothing contained in this Chapter, including design standards or guidelines included or referenced herein, shall be deemed to prohibit the installation of a wind turbine system that meets the requirements of this ~~s~~Section, as accessory equipment to conforming and nonconforming buildings, including *Buildings* containing *Nonconforming Uses*.

B. Due to design considerations and functionality requirements, an efficient wind turbine system has a design potential to exceed the permissible height limits established in this code. In order to be deemed permitted accessory equipment, the top of the wind turbine may exceed the permissible height limit in any district by not more than ten (10) feet as specified in ~~§~~*Section 8.17.G*. ~~*Height Exemptions*~~. Should a proposed wind turbine exceed

the ten (10) foot limit it will need to be approved through the variance process as established *in Chapter 7~~, Variances~~*.

C. Wind turbines shall maintain the setbacks established for the zoning district in which it is placed. Wind turbines shall maintain sufficient setback to ensure if it tips over it will not fall on adjacent property.

D. Wind turbines shall not be placed in ~~a~~ *Front Yards* unless a variance in accordance with *Chapter 7~~, Variances~~* is granted.

E. Wind turbines shall comply with all requirements contained within *Chapter 96~~ - Nuisances, Noise~~* of the *Village's Code of Ordinances.*

F. Installation of a wind turbine shall require a building permit and shall comply with all requirements of the *Florida Building Code*.

G. A private wind turbine proposed within a public *Right-of-Way* may only be allowed upon approval by the *Village Commission*.

H. Wind turbines proposed to be placed in or over water or on docking facilities will need to be approved through the variance process as established in *Chapter 7~~, Variances~~*.

§ 8.29 – Green infrastructure and low impact development (LID).

The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by removing barriers to the installation of *Green Infrastructure* or *Low Impact Development (LID)* systems for stormwater management and/or water quality protection.

A. For projects that propose Green Infrastructure or Low Impact Development systems for stormwater management and/or water quality protection the applicant must demonstrate the proposed system meets the applicable stormwater management and/or water quality protection requirements as required by the *Village*, Miami-Dade County, the *South Florida Water Management District*, or the *Florida Department of Environmental Protection* as applicable.

B. The property owner shall provide the Village with the issued permit(s) from any external applicable jurisdictional agency if required for the ~~g~~Green ~~i~~Infrastructure or Low Impact Development system.

C. The ~~g~~Green ~~i~~Infrastructure shall be maintained to ensure the efficacy of the system in managing stormwater and protecting water quality.

D. Should ~~g~~Green ~~i~~Infrastructure be proposed within an *Easement*, at the time of application the applicant shall submit, a form signed by any holder of an easement or *Right-of-Way* on the property consenting to the installation of the ~~g~~Green ~~i~~Infrastructure within the easement or right-of-way, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the green infrastructure disturbed as a result of the work in the easement.

E. Private ~~g~~Green ~~i~~Infrastructure proposed within a public right of way, may only be allowed upon approval by the *Village Commission*.

§ 8.30 – Clotheslines.

Nothing in this ~~c~~Code precludes a property owner from installing and maintaining a clothesline in support of energy conservation measures. Installation of a clothesline shall conform to the following:

A. A clothesline cannot be installed in an easement without a form signed by any holder of an *Easement* on the property consenting to the installation within the easement with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the clothesline if disturbed as a result of the work in the easement.

B. A clothesline cannot be installed in a *Right-of-Way*.

C. A clothesline must maintain at a minimum a fifteen (15) foot setback from a waterbody.

D. Clotheslines cannot be installed in a *Front Yard*. A clothesline cannot be installed in a *Side Yard* unless the required side yard setback can be met and there is a privacy fence or vegetated buffer screening the side yard from the adjacent property. A clothesline in the Rear Yard shall be screened from view from an adjacent property.

E. Clotheslines are deemed permitted accessory equipment to *Conforming* and *Nonconforming Buildings* in all *Residential Zoning* categories.

§ 8.31 –Incentives for green building.

To promote the health, safety, and general welfare of the citizens the *Village* shall provide incentives for voluntary incorporation of green building options.

A. The incentives shall apply to any development project not required by Section 8.19 ~~*§ 8.18 – Applicability*~~ to incorporate green building requirements.

B. To be eligible for these incentives, an applicant must demonstrate they have achieved a minimum of ~~eight~~ twelve (~~8~~12) points from the development options table in ~~§~~*Section 8.21 - Green building development options and points* to qualify for the incentive.

C. The Village shall explore provide~~o~~ing ~~the following~~ incentives to eligible and qualified applicants, such as but not limited to:

1. ~~Fast-track permitting~~Expedited processing for *Building Permits*.
2. Reduced permitting *Fee* or building permit fee rebate, which shall~~,~~ be established and amended~~,~~ by Resolution of the *Village Commission*.
3. Potential grants to assist with green and resilient retrofit projects for qualified households through the Village's Workforce Housing Trust.
4. Tax credit or tax exemption on the local portion of the property tax bill.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

CHAPTER 9, GENERAL SITE DESIGN STANDARDS

DIVISION 1, GENERALLY

§ 9.1 – Purpose and intent.

A. Design guidelines are intended to implement and provide guidance on site and building design. The purpose of these guidelines is to provide direction to private property owners in preparing plans for review concerning property development or redevelopment. It is important to remember that all projects are also subject to the required reviews of North Bay Village. The primary intent of these guidelines is to establish and promote standards for development planning and urban design.

B. The standards and guidelines provide direction as to how private development should relate to framework of public amenities in a way that will serve the long-term vision as well as accommodate immediate opportunities. They have been created to allow flexibility within the parameters of a clearly defined and supported vision that will provide lasting benefit to the citizens of North Bay Village.

C. The intent of the design standards ~~are~~ is to utilize developed public spaces, such as *Streets*, park and parkways, and ~~bay~~ the Island W~~w~~alk~~s~~ to organize and coordinate development, as well as to accommodate a broad mix of development types and alternate transportation modes, such as walking and biking.

D. The general requirements outlined in this chapter and in ~~c~~Chapter 15 shall serve to supplement the minimum aesthetic and design standards for all site development, *Buildings*, *Structures*, alterations, or additions. All site development or redevelopment shall, where reasonable and practicable, show proper design concepts consistent with the standards outlined in these guidelines. Buildings or structures, which are a part of an existing or future group of buildings, shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole site. Harmony can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and color.

DIVISION 2, OFF-STREET PARKING AND LOADING

§ 9.2 – Purpose and intent.

It is the purpose and intent of this subchapter to establish minimum space and design requirements for *Off-Street Parking and Loading* facilities to accommodate both public and private uses. The ever-increasing number of vehicles generated from and attracted to residential, commercial, and public activities requires that adequate parking and loading facilities, which permit safe and efficient vehicle and pedestrian movement, be provided in order to protect the health, safety and welfare of the residents of the *Village*.

§ 9.3 – Off-street parking requirements.

A. *General requirements.*

1. Every use or structure shall provide off-street parking facilities for the use of occupants, employees, visitors, or patrons. The provision of *Off-Street Parking* spaces in conjunction with all land or building *Uses* shall be completed prior to the issuance of a certificate of occupancy and such parking facilities shall be maintained as long as the use is continued.

2. No owner or operator of any use or *Structure* shall discontinue or cause a discontinuance or reduction in required off-street parking facilities required by the applicable code provisions existing at the time of construction, use or occupancy without establishing alternate parking facilities which meet the requirements of this subchapter.

3. When any use or structure is altered or enlarged, with a resultant increase in floor area capacity, or space occupied, whatever necessary additional off-street parking that may be required shall be provided, and a revised site plan shall be submitted for review and approval.

4. Where a use or structure which existed at the effective date of this subchapter is changed in use or occupancy to a category of use or occupancy that requires more off-street parking facilities, ~~the~~ an increased amount of those facilities shall be provided.

5. Within the T6-24 and T6-30 transect zones, the restoration or rehabilitation of an existing *Building* does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

6. For additional off-street parking requirements in the T6 transect zone, see Chapter 15, *Section 15.7.A*.

B. *Plan required.*

1. All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.

2. Site plans shall include the following:

   a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.

   b. All site plans shall show the location, size, dimensions, and design of:

      (1) On-site buildings and structures.

      (2) Parking spaces, loading spaces, driveways, landscape islands/buffers, and accessways.

      (3) Directional markings, traffic-control devices, and *Signs*.

(4) *Walls, Fences*, pervious areas, berms, changes of grade, and planting materials.

(5) Number of parking spaces required, and number provided, amount of landscaping required, and amount of landscaping provided.

(6) Any other related information that may be reasonably required by the *Village.*

c. When off-street parking facilities are located within an enclosed structure or upon the roof of a *Building*, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

d. Within the T6 transect zone, see *Sections 15.6.C.*, *15.6.D.*, *and 15.7.A.* for additional off-street parking and loading requirements.

C. *Minimum, ~~or~~ maximum or recommended number of off-street parking spaces ~~required~~.*

1. Fractions of a space:
All uses shall be subject to the following ~~minimum~~ parking space requirements unless additional spaces may be required as the condition for securing a ~~permitted conditional use~~ site plan approval. All fractional space requirements shall be rounded off to the next highest number.

2. Residential uses
a. Single-family:
(1) Two spaces for each *Dwelling Unit*.

b. Multifamily in the T6 transect zone:
(1) See *Section 15.7.A.* Building Function (Uses) and Parking Requirements Table.

c. Multifamily in all areas except the T6 transect zone:
(1) The recommended number of off-street vehicle parking spaces per is shown below, unless otherwise specified in this Chapter.

Unit size	**~~Maximum~~ Recommended spaces per unit**
Micro unit, efficiency/studio, and 1-bedroom	1.25 spaces
2 bedrooms	1.75 spaces
3 bedrooms	2.25 spaces
More than 3 bedrooms	0.5 spaces per additional bedroom

(2) Guest parking shall be provided at a maximum rate of ten percent (10%) of the total number of spaces. Guest parking spaces shall be identified as such and shall be located in areas commonly accessible to all units.

(3) All parking spaces for multifamily residential uses shall be provided on site. No off-premises parking shall be counted as part of the required parking count.

(4) All parking spaces provided for multifamily residential uses pursuant to these provisions shall be conveyed for use by the developer to the condominium association, and then made available for use by the unit owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. ~~This provision shall apply to development under the PRD Ordinance.~~

3. Commercial uses
   a. Banks and financial institutions: One (1) space for each 300 feet of gross floor area, plus sufficient area for a minimum of eight (8) stacking spaces for each drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required *Off-Street Parking* spaces and driveways.
   b. Business, vocational, and trade schools: One (1) space for each 100 square feet of gross floor area.
   c. Lodges, ~~fraternal~~ social organizations, and union halls: One (1) space for each 100 square feet of gross floor area.
   d. Offices (business, professional): One (1) space for each 300 square feet of gross floor area.
   e. Personal service establishments (dry cleaners, laundromats, gym, fitness center, and other similar uses): One (1) space for each 200 square feet of gross floor area.
   f. Repair service establishments (shoes, watches, appliances, and other similar uses): One (1) space for each 200 square feet of gross floor area.
   g. Restaurants, lounges, and nightclubs: One (1) space for each 75 square feet of customer service area.
   h. Retail sales establishments: One (1) space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
   i. Service stations: Three (3) spaces, plus three (3) spaces for every service bay.
   j. Theaters/Auditoriums: One (1) space for each three (3) seats or other accommodations provided. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
   k. Vehicle sales, rental, repair, and service operations: One (1) space for every 400 square feet of enclosed floor area for sales or rental display, plus two (2) spaces for each service bay.
   l. Offices (medical, dental, clinic): One (1) space per 150 square feet of gross floor area.
   m. Barber shops, hair salon, nail salon, spa, therapeutic massage center: Two (2)

spaces per station (chair, bed, etc).

n. Drugstores and pharmacies: One (1) space for each 200 square feet of gross floor area.

o. Funeral home or mortuary: One (1) space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one (1) seat for the purpose of computing off-street parking requirements.

p. Animal hospital, grooming, and/or kennel: One (1) space per 300 square feet of gross floor area.

q. *Hotels*, *Motels*, and other tourist lodging accommodations:

(1) One (1) space for each room or rental sleeping unit, plus an additional ten percent (10%) of the total number of required spaces except as follows:

One (1) space per sleeping unit, for the first 100 units, and ~~0.5~~ one-half (½) spaces per sleeping unit for all units in excess of 100; if the developer agrees in writing that a hotel shuttle service is provided and maintained in perpetuity, and a hotel employee parking plan is provided, which shall be subject to the review by the ~~Village Planning Department~~Village Manager or a designee. The hotel parking plan shall include measures to address employee parking, including, but not limited to, provision of transit passes, carpool or vanpool programs, off-site parking when available and/or other measures intended to limit the impact of employee parking on surrounding neighborhoods.

(2) For hotel establishments with at least 100 sleeping units, parking space requirements for restaurants, retail and other service uses within the hotel may be reduced by 25% if such uses are ancillary to the hotel.

4. Community facilities

a. Assisted living facilities: Three-quarter space per living unit, plus 1 guest parking space per every five (5) living units.

b. ~~Churches, synagogues, and other h~~ Houses for worship: One (1) space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one (1) seat for the purpose of computing off-street parking requirements.

c. Government offices and facilities: One (1) space for every 300 square feet of gross floor area, plus one (1) space for every four (4) seats in any public assembly area.

d. Hospitals: One (1) space for each patient bed, plus 0.5 parking spaces per staff member.

e. Marinas: One (1) space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and *Restaurants*.

f. Museums, art galleries, and libraries: One (1) space for every 400 square feet of gross *Floor Area*.

g. Nursing home facility: One-half (½) space for each bed plus one (1) guest parking space per every four (4) residents.

h. Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.

5. Educational

a. *Nursery, Daycare*, Preschool, Elementary, and Middle School: One (1) space/classroom plus one space per employee (excluding teachers), plus 1 space/100 students), plus 10 spaces for stacking/queuing, (student drop-off/pick-up).

b. High School: One (1) space/classroom plus one space per 10 seats plus 5 spaces for auto stacking/queuing.

c. College/University: One (1) space /classroom plus 3 spaces/100 sq. ft. of classroom. 3 spaces/4 beds for dormitories, fraternities, and sororities.

6. Uses not listed

Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be ~~determined~~ recommended by the *Planning and Zoning* ~~Board~~*Official* in accordance with the requirements for the listed similar use. Requirements for all non-similar uses shall be set by the *Village Commission* after a recommendation by the Planning and Zoning ~~Board~~Official.

7. Required accessible parking

Parking facilities accessible for persons with disabilities shall be provided as required by the *Florida Building Code*, including in terms of quantity, size, location, and accessibility. Accessible spaces shall be included within the amount of parking that is required in this Chapter.

D. *Exceptions to parking requirements.*

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the *Streets* would be best served by permitting such parking off the premises.

2. Waiver or reduction of parking requirements: The Village Commission shall have the authority t~~T~~o waive or reduce the parking and/or loading ~~requirements in any district~~ required in this ULDC for any use of a development. To qualify for such a waiver, an applicant must demonstrate that ~~whenever~~ the character or use of the ~~building~~development is such ~~as to make~~ that it is unnecessary to provide the full provision of parking or loading facilities. For parking reductions in the T6-24 and T6-30

transect zones, see Chapter 15, *Section 15.7.A*.

E. *Design standards.*

~~1.~~ Definition: For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a *Street* or *Alley* by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. ~~On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay District, if they meet the standards of Section 8.10(D)(10)(f)(5). When developing under the PRD regulations found in Section 8.10(D)(10), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.~~

2. Paving and drainage:

a. All off-street parking facilities shall be surfaced with a minimum of a rolled six-inch rock base and one-inch durable weatherproof asphaltic pavement. The occupancy or use of a given *Structure* or premises shall be prohibited until the required off-street parking area has been improved, inspected, and approved.

b. All required off-street parking facilities shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances, and regulations.

c. Maximum vehicular and impervious area of *Front Yard* for single family properties. *Off-Street Parking* shall be placed and configured on each single-family *Lot* or parcel in such a manner that the percentage of total front yard area that is occupied by vehicular use for parking spaces, aisles, driveways and by other impervious surfaces such as walkways, shall not exceed the following:

	Maximum driveway width (feet)	Maximum impervious surface (%) *
One-car linear driveway	14	50
Two-car linear driveway	22	60
Circular driveway	14	60
Ribbon driveway	3 per ribbon with a maximum separation of 3 feet	50

*Inclusive of all impervious surfaces in the front yard

3. Traffic control.

Traffic control signs and pavement marking shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures located on private property shall be approved by the *Village*.

4. Parking space dimensions.

Required and permitted off-street parking spaces shall be clear of columns or other obstructions and have the following minimum dimensions:

Type of Space	Length	Width
Standard	18	9
Handicapped	18	13
Compact	16	8

5. Compact parking spaces
   a. Upon special approval by the *Village Commission* in accordance with the provisions on use exceptions, up to ten percent (10%) of the total approved parking spaces may be dimensioned for small vehicles of the compact or foreign type, provided such spaces are clearly marked "for compact cars only."
   b. Applicants seeking approval for the use of compact parking spaces shall provide valet parking services in perpetuity; and a *Business Tax Receipt* for valet parking services shall be required annually to ensure compliance with this requirement.
6. Handicapped accessible parking spaces.
   All required off-street parking facilities shall be developed in accordance with all applicable provisions of the most recent version of the *Florida Accessibility Code*.
7. Markings
   All off-street parking spaces shall be marked by solid stripes of at least four (4) inches in width along each side of the space, except those sides which permit vehicle entry or abut curbs.
8. Wheel stops
   Wheel stops or continuous curbing shall be placed two (2) feet from the front of all parking spaces, except those in a parallel configuration. Wheel stops shall be at least six (6) feet in width and be of a design and material approved by the *Village*.
9. Illumination
   All off-street parking facilities, except those which serve *Single-Family Residential Dwellings*, shall be illuminated according to the standards contained herein.
   a. For the purpose of this ~~s~~Section, open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, driveways, and accessways. Enclosed off-street parking facilities shall include multi-level parking garages and covered grade-level parking facilities.
   b. Intensity of illumination.
      (1) Open parking facilities shall provide an average illumination intensity of one foot-candle equal to one lumen per square foot and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-third foot-candles.

(2) Enclosed parking facilities shall provide an average illumination intensity of fifty (50) foot-candles at the entrance, ten (10) foot-candles in traffic lanes, and five (5) foot-candles in vehicle storage areas.

(3) The most current edition of the *IES Lighting Handbook*, published by the *Illumination Engineers Society*, shall be used as a standard for the design and testing of parking facility lighting.

c. All site plans shall include a parking facility illumination plan. That plan shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth above. Subsequent construction must comply with that lighting plan. If there exists a question concerning whether the work was done in accordance with specifications, the *Village* may require as a prerequisite to the issuance of a certificate of occupancy that the architect or engineer who prepared the plans certify that all work was done in accordance with specifications.

d. All required illumination shall be controlled by automatic devices.

(1) For commercial uses with open or enclosed parking facilities, the required illumination shall be provided at least 30 minutes after the closing time of any establishment served by the parking facility.

(2) Any parking facility that serves a *Multifamily Residential Use* must maintain the minimum levels of illumination established by this subchapter through the use of natural or artificial light 24 hours per day.

e. All lighting shall be shaded or screened and positioned in such a manner as to minimize offensiveness to any neighboring property.

f. All property owners and lessees shall be responsible for the replacement or repair of any light that becomes nonfunctional and reduces the illumination below the required standard.

g. All additional regulations, standards, and requirements stated in *Section 151.26* of the Village Code shall be complied with.

10. Landscaping.

All parking areas shall be properly landscaped according to the provisions of the current Miami-Dade County landscaping ordinance.

a. All landscaped islands shall have the lime rock removed to a depth of 30" and backfilled with a 50/50 soil mix.

11. Right-of-way setback.

A minimum setback of twenty (20) feet shall be required between a public *Street Right-of-Way Line*, exclusive of *Alleys*, and the entrance to the nearest parking space.

12. Maintenance.

a. Off-street parking areas shall be maintained in a clean, orderly, and dust-free

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

condition at the expense of the owner or lessee and not used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.

b. The surface shall be maintained in a structurally sound condition and free of potholes. A pothole is defined as a crack, hole, aperture or opening in the surface which penetrates beneath the asphalt layer to any depth and is of any diameter.

13. Separation from walkways and streets.
Off-street parking spaces shall be separated from walkways, sidewalks, *Streets*, or *Alleys* by an approved *Wall*, *Fence*, curbing, or other protective device.

14. Entrances and exits.
Location and design of entrances and exits shall be in accordance with the requirements of the *Village*, based upon reasonable requirements for safety traffic regulations and standards. Landscaping, curbing, or approved barriers shall be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

15. Interior drives.
Interior drives shall be of adequate width to serve a particular design arrangement of parking spaces, as prescribed by the Village.

16. Back-out parking prohibited.
All off-street parking spaces, except those relating to *Single-Family Residential Dwellings*, shall be designed so that no vehicle shall be required to back into a public street *Right-Of-Way* to obtain egress.

17. Minimum aisle widths.
a. Parallel parking maneuvering areas shall be at least.
(1) 13 feet wide for one-way.
(2) 23 feet wide for two-way.

b. 90-degree parking maneuvering areas shall be at least.
(1) 23 feet wide for one-way.
(2) 23 feet wide for two way.

c. 30-degree parking maneuvering areas shall be at least.
(1) 11 feet wide for one-way.
(2) 23 feet wide for two way.

d. 45-degree parking maneuvering areas shall be at least.
(1) 13 feet wide for one-way.
(2) 23 feet wide for two way.

e. 60-degree parking maneuvering areas shall be at least.
(1) 18 feet wide for one-way.
(2) 23 feet wide for two way.

f. Accessway aisles shall be at least.
(1) 13 feet wide for one-way.
(2) 23 feet wide for two way.

18. Additional design criteria.
Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites developed under ~~in~~ the PRD standards in *Section 8.10(D)(10)*, the following criteria shall also be considered:

a. Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.

b. Parking and loading areas, aisles, pedestrian walks, landscaping, and *Open Space* shall be designed as integral parts of an overall development plan and shall be properly related to existing and proposed *Buildings*.

c. Buildings, parking and loading areas, landscaping, and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.

d. Landscaped, paved, and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to *Streets*, parking areas, and adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designate crossings.

e. Except for single-family and two-family residences, each off-street parking space shall open directly onto an aisle or driveway that is not a public street.

f. Aisles and driveways shall not be used for parking vehicles, (except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit) or as a number of parking spaces as determined by the *Planning and Zoning Official*, based on the size and accessibility of the driveway.

g. The design shall be based on a definite logical system of drive lanes to serve the parking and loading spaces.

h. Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.

i. No parking space shall be located as to block access by emergency vehicles

j. Compact car spaces should be located no more and no less conveniently than full-size car spaces and shall be grouped in identifiable clusters.

k. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood buildings, groups of buildings, or facility they serve.

l. Off-street loading areas shall be located where they will not disturb adjacent uses

and should not be the visual focal point of a driveway, parking area, adjacent properties, or the *Right-of-Way*. This may be accomplished by providing any or a combination of the following: Masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.

m. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the ~~principle~~ principal development and off-site. All pedestrian connections should be well marked and lighted.

n. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, *Open Space*, and *Buildings* wherever possible rather than aggregating parking into continuous *Street* facing strips.

o. Parking areas must provide adequate drainage.

p. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six-inch curb.

q. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

r. Multiple levels of parking structures should be parallel to *Grade* on waterfront elevations.

s. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

t. Ramps, stairwells, and any other portion of the garage should be buffered with the use of decorative grilles and screens.

u. Parking garages shall be equipped with fire suppression systems and equipment in compliance with the latest edition of NFPA 88A, Standard for Parking Structures.

F. *Joint use of required off-street parking spaces.*

1. Location of spaces

All parking spaces required herein shall be located on the same parcel with the *Building* or use served, except that where an increase in the number of spaces are provided collectively or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.

2. Joint use for theaters, auditoriums, nightclubs, and ~~churches~~ *House of Worship*

Up to 50 percent of the parking spaces required for theaters, auditoriums, and *Nightclubs*, and up to 100 percent of the parking spaces required for ~~churches~~ *House of Worship* may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs, or ~~churches~~ *House of Worship*; however, a written

agreement thereto shall be properly executed and filed as specified below.

3. In any case where the required parking spaces are not located on the same *Lot* with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the *Village Attorney*, shall be filed and recorded in the public records of Miami-Dade County, Florida.

4. Refer to Chapter 15, *Section 15.6.C*. ~~– Shared Parking Standards Table~~ for additional regulations in the T6 transect zone.

G. *Space-efficient parking: Mechanical, automated, and robotic parking systems.* Notwithstanding any provision of this Code to the contrary, mechanical, and automated parking lifts or robotic parking systems may be permitted in an enclosed garage structure to serve development in the RM-70 district, subject to the standards in *Section 9.3*. Parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. Access to both standard and mechanical parking may be provided through the use of vehicle elevators.

Mechanical and automated parking devices and/or robotic parking systems may be permitted to satisfy off-street parking requirements, subject to the following standards:

1. Mechanical lifts shall be operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by restrictive covenant to be recorded by the owner/applicant prior to establishment of the use. Proof of the valet service contract must be provided to the *Village* annually. Between the hours of 5:00 am to 1:00 am, a minimum of two valet parking attendants shall be on duty for each parking lot which utilizes mechanical parking lifts. Between the hours of 1:00 am to 5:00 am, a minimum of one valet parking attendant shall be on duty for each parking lot which utilizes mechanical parking lifts.

2. An attendant or valet is not required for automated parking systems which are independently accessible and can be operated by users without an attendant, provided that the *Parking and Loading Operations Plan* includes a nonoperation plan. Parking spaces shall have clear signage clarifying operations of the spaces to users.

3. Should the operation of a mechanical, automated, or robotic parking system be discontinued, the standards of *Section 9.3.C* shall apply, and the building owner or condominium association shall submit plans to the Village as a Site Plan modification, demonstrating how the necessary number of parking spaces will be provided.

4. Space-efficient parking systems shall be located within a fully enclosed parking *Structure* and shall not be visible from exterior view. No outside parking lifts shall be permitted.

5. Space-efficient parking systems, including vehicle elevators, and any garage structure wherein these devices are located shall be designed so that the noise or vibration from the operation of the devices shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration

barriers shall be utilized to ensure that surrounding walls or fencing decrease sound and vibration emissions.

6. All space-efficient parking systems and/or car elevators providing access to levels within a garage must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once annually. Space-efficient parking systems shall not result in queuing into any public *Right-of-Way.*

7. All free-standing mechanical and automated parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered, and the top vehicle can be accessed in the event of a power outage. Devices shall provide manual override capability.

8. Any *Building* utilizing robotic parking systems and/or car elevators to access parking must include an on-site emergency generator consistent with the requirements of *Section 151.25* of the Village Code, regardless of the height of the building, with sufficient capacity to store and retrieve cards in the event of a power outage.

9. All mechanical and automated lifts must be designed to prevent lowering of the lift when a vehicle is parked, or objects are located below the lift.

10. All mechanical and automated lifts, robotic parking system components, car elevators, and emergency generators shall be *Underwriters Laboratories (UL)* approved.

11. All non-mechanical parking spaces in a garage structure must comply with the dimensional requirements of *subsection 9.3.E.4.*

12. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of the space-efficient parking system components. Proof of the service contract must be provided to the *Village* annually.

13. The ceiling heights of any garage parking level with parking lifts within a garage shall be a minimum of 11 feet six inches.

14. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

15. Either the owner or lessee of a parking lot which utilizes space-efficient parking system shall carry liability insurance which covers any damage, injury, or accident that could occur within the parking lot.

16. The condominium association shall not lease or sell parking spaces and shall not charge for guest parking.

H. *Mechanical parking lifts in the CG District.*
Notwithstanding any provision of this Code to the contrary, mechanical parking lifts are permitted in an enclosed garage structure to serve development in the CG district, subject to

the standards in *Section 9.3.G.1* through *14*. Parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces, provided that a restrictive covenant in a form acceptable to the *Village Attorney* is executed and recorded prior to the issuance of a Certificate of Occupancy requiring that the parking lifts be operated by a licensed and insured valet parking company.

I. *Structured Parking Facilities.*
All new structured parking facilities shall be constructed to be adaptable for conversion and re-use in the future as a *Habitable Area* for residential, non-residential, or mixed-use development. Construction shall consider factors such as:

1. Flat floor plates;
2. Adequate floor heights, with typical parking levels no less than nine (9) feet;
3. Additional expansion joints;
4. Ramps that can be demolished;
5. Column placement;
6. Additional load potentials; and
7. Provisions for utilities, stairwells, or other life safety needs.

J. *Violations.*

Any violation of the standards of this section shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in Chapter 153 of the Village's Code of Ordinances.

§ 9.4 – Off-street loading and unloading requirements.

A. *General requirements.*

1. Off-street loading facilities required.

At the time of the erection of any multifamily residential or nonresidential use or at the time any such use is altered, enlarged, or increased in capacity by adding *Dwelling Units* or *Floor Area*, there shall be space provided and maintained for the loading and unloading of passengers, materials, goods, or supplies, and for delivery and shipping so that vehicles for these services may use this space without encroaching on or interfering with the public use of *Streets*, parking facilities, and *Alleys* by pedestrians and other vehicles.

2. Continued provision of required loading facilities.

No owner or operator of any such *Structure* or use shall discontinue, dispense with, or cause a discontinuance or reduction in required loading facilities required herein and existing at the time of construction, use, or occupancy without establishing alternate loading facilities which meet the requirements of this subchapter.

3. Modernization, alteration, conversion, or enlargement of structure or use.

When any such structure or use is modernized, altered, converted, or enlarged with a resultant increase in floor area, additional off-street loading spaces that may be required

shall be provided, and a revised site plan shall be submitted for review and approval.

4. Restrictions.

No areas supplied to meet required off-street parking facilities shall be utilized for or deemed to meet the requirements for off-street loading facilities.

a. Loading Zones Designated: Freight loading zones and passenger loading zones shall be established and marked by signs.

b. Passenger Loading Zones: No person shall stop, stand, or park a vehicle for any purpose or period of time other than for the loading zone during hours when the regulations applicable to such loading zone are effective, and then only for a period not to exceed three (3) minutes. Any vehicle in a passenger loading zone shall be attended by either a driver or valet at all times.

c. Freight Loading Zones:

(1) Generally:

(a) No person shall stop, stand, or park a vehicle in a place marked as a loading zone, except to load or unload property, during hours when the provisions applicable to such zones are in effect. A stop of loading or unloading property shall not exceed fifteen (15) minutes.

(b) A vehicle driver may stop temporarily at a loading zone to load or unload passengers when stopping will not interfere with any vehicle waiting to enter or about to enter the zone to load or unload property.

(2) Commercial Vehicle Loading Zone: Only commercial vehicles which are properly designated as such may stop, stand, or park in a loading zone designated "Commercial Vehicle Loading Zone." No person shall stop, stand, or park a commercial vehicle in any place marked as a commercial vehicle loading zone during hours when the provisions applicable to such zones are in effect to load and unload commercial property. No stop shall exceed thirty (30) minutes.

5. For off-street loading requirements in the T6 transect zones, see *Section 15.6.D.*

B. *Number of loading spaces required.*

The requirements listed below are for large truck loading spaces, which must meet the dimensional standards provided in subsection C. below. The substitution of a large truck loading space by one or more small truck or passenger loading spaces may be allowed by the Village Commission through the site plan approval process, if the size, character, and operation of the proposed use is found to not require the dimensions specified, or waived if the required loading space dimension could not otherwise be provided. Should the size, character or operation of the proposed use change in the future, an administrative approval of site plan amendment shall be required to change the required number and/or size of loading spaces.

1. Retail, personal service, restaurant, or wholesale operation.

Gross Floor Area (sq ft)	Spaces Required

Under 10,000	0
10,000-20,000	1
20,000-40,000	2
40,000-60,000	3
Over 60,000	4

2. Multifamily residential, hotel/motel, office, hospital, spa, place of public assembly or similar use.

Gross Floor Area (sq ft)	Spaces Required
Under 25,000	0
25,000-50,000	1
50,000-100,000	2
Over 100,000	3

C. *Design standards.*

1. Space Dimensions by Loading Zone Type.

Type	Width	Length	Height (Clearance)
Passenger	10	20	7
Small truck	12	25	14
Large truck	12	30	14-1/2

Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.

2. Paving and drainage.

Proposed grading and drainage for off-street loading facilities shall be approved by the *Village*. All loading areas shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement. Loading areas shall be maintained in a manner so as to not create a hazard or nuisance.

3. Joint usage.

Combined or joint off-street loading spaces for two or more uses may be collectively provided if off-street loading facilities are equal in size and capacity to the combined requirements of the several uses and are so located and arranged as to be usable by all.

4. Ingress and egress.

Ingress and egress from loading spaces shall be provided by means of clearly defined drives which lead from public *Rights-of-Way* to clearly defined maneuvering lanes which in turn

provide access to individual loading spaces. Configurations which require backing directly onto *Streets*, excluding *Alleys*, from a loading space shall be prohibited.

DIVISION 3, LIMITATIONS OF THE USE OF ON-STREET AND OFF-STREET PARKING AREAS

§ 9.5 – In residential zoning districts.

A. *Storage, sales or repair of merchandise or vehicles; display of signs or advertising devices; and storage or parking of commercial vehicles prohibited.*

The storage, sale or repair of merchandise or vehicles or the display of *Signs* or advertising devices on vehicles, *Structures* or *Land*, and the storage and parking of commercial vehicles as defined in subparagraph ~~(2)(a)~~B., shall not be permitted in any off-street residential parking areas. This provision shall not prohibit persons from parking vehicles in such areas that contain information that is required by any applicable laws, ordinances or regulations, if such information is provided only to the extent and in the manner required by such laws, ordinances or regulations~~, nor shall it prohibit the storage or parking of such commercial vehicles in such areas when such vehicles are owned or controlled by a resident of the appurtenant *Building* and where such vehicles nor any part of them are not visible from the public *Right-of-Way*~~.

B. *Limits on duration and time of parking of commercial vehicles.*

Except as herein provided, in any *Residential District*, it shall be unlawful to park or store any commercial vehicle on any street or public right of way unless they are actively providing a professional service, ~~for a period of time in excess of~~ typically during a period of two hours between 7:00 a.m. and 6:00 p.m.., or at any time between 6:00 p.m. and 7:00 a.m.

The term "commercial vehicle," as herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle ~~or~~, trailer, semi tractor, cargo van, truck, bus, or any concession vehicle of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename, or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally, and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

C. *Exceptions to Section 9.5B.*

The fact that a motor vehicle used in commerce as above described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance.

The foregoing prohibition shall not apply to vehicles used by licensed contractors or service establishments actually doing work on the premises reasonably proximate to the location where parked, nor to vehicles of less than one-ton capacity containing federal, state or local government insignia.

§ 9.6 – In all zoning districts.

A. Limitations on parking or storage of commercial vehicles, truck tractors, semitrailers, tandem trailer trucks and special mobile equipment.

No commercial vehicle, truck tractor, semitrailer, tandem trailer truck or special mobile equipment as hereafter defined shall be parked, stored, sold, or permitted on any parcel of land in any district zoned Parks, ~~or~~ *General Commercial* ("GC"), or T6 transect, except for purposes of loading or unloading or while providing a professional service, and except as provided elsewhere in this ULDC.

B. Definitions.

The following terms shall have the following respective meanings:

1. Truck tractor. Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed to carry a load other than a part of the weight of the vehicle and load so drawn.
2. Semitrailer. Any vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its rests upon or is carried by another vehicle.
3. Tandem trailer truck. Any combination of a truck tractor, semitrailer and trailer coupled together so as to operate as a complete unit.
4. Special mobile equipment. Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditch digging apparatus, well boring apparatus and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifies, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

C. Violations.

Any person who parks, or permits parking of a truck tractor, semitrailer, tandem trailer truck or special mobile equipment in violation of this section shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in *Chapter 153* of the Village's Code of Ordinances and subject to applicable Miami-Dade County and state regulations pertaining to parking tickets and towing.

DIVISION 4, LANDSCAPING

[Refer to Ch. 18A, Miami-Dade Landscaping Code]

§ 9.7 – Landscaping guidelines.

A. Landscaping should complement the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the *District*. In addition, public safety will be a priority using the principles of *CPTED (Crime Prevention Through Environmental Design)* to create high visibility areas and natural access control.

B. ~~With regards to~~ The following standards shall apply to landscape design for both new construction and existing buildings~~, the following should apply~~:

1. Landscaping ~~should~~ shall complement and enhance the overall architectural and design theme of the property, but not overpower it.

2. Rhythm ~~should~~ shall be maintained along public streets through the uniform placement of trees.

3. Blank walls greater than twenty-five (25) feet in length and other unattractive areas of a site or *Building* ~~should~~ shall be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at 20-foot intervals shall be required to achieve this screening.

4. ~~Large~~ Surface parking areas and driveways shall be heavily landscaped along their perimeter and with interior and terminal islands. Surface parking areas shall be provided with tree shade, where possible.

5. Landscape design ~~should utilize~~ shall apply the latest CPTED principles of natural surveillance, natural access control and territorial reinforcement.

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments to minimize demand on our local water resources. Local flora ~~will~~ shall be maintained as part of the built environment ~~and the demand on our local water resources will be minimized~~ to provide food and shelter to native animals and to promote biodiversity.

7. ~~The placement and design of landscaping shall maximize visibility to provide natural surveillance.~~

~~8.~~ Landscape design shall ~~incorporate with design of~~ be combined with other physical features of development, such as sidewalk, pavements, lighting, and *Fences*~~;~~ to emphasize public entrances~~,~~ and to define and reinforce ownership of property.

~~9~~8. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

~~10~~9.Shrubs and ground cover shall be planted along public *Rights-of-Way* or around

parking, and public open areas.

110. Landscape design will ~~utilize~~ apply principles of ~~xeriscape~~ Florida-friendly landscaping, while retaining the tropical beach resort atmosphere.

121. Landscape plans must be drawn, signed, and sealed by a Florida registered ~~architect or~~ landscape architect.

132. In addition to these design standards, all landscaping shall meet the standards of the Miami-Dade Landscape Code (*Chapter 18A*).

143. Landscaping in 15-foot line of site triangle at intersections of rights-of-way and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the *Village* Code.

C. Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

D. The owner, tenant, and their agents, if any, shall be jointly and severally responsible for the maintenance and protection of all landscaping existing or hereafter installed, which shall be maintained in a healthy growing condition and shall be kept free from refuse and debris. Maintenance shall include watering, weeding, mowing, fertilization, treating, mulching, pruning, removal/replacement of dead or diseased trees and removal of refuse and debris on a regular basis so as to present a neat and well-kept appearance at all times.

§ 9.8 – Landscaping and open space in commercial districts.

Trees improve air quality, reduce storm water runoff, provide cooling effects for the urban heat island, increase property values, and create urban wildlife habitat. They can greatly increase the quality of life in a community. For the purpose~~s~~ of developing a consistent landscape theme within the *Village*, designated street trees and recommended landscape techniques are provided in this ~~s~~Section.

A. Trees shall be provided along streets, except for along Kennedy Causeway, where Royal Palms shall be provided.

B. Provide a minimum of five-foot by five-foot by three and one-half-foot deep tree wells in existing or new sidewalks, provided there is a minimum 36-inch clear area in front of the tree to permit passing in compliance with ADA requirements. In addition, soils cells shall be included to provide the required root area for the specified trees. Trees may also be located in islands created in the parking zone.

C. Consider the use of continuous street tree trenches to provide maximum soil area for roots to spread, and water and air to penetrate.

D. Allow sufficient room for tree canopies to grow and develop without conflict to other building elements and overhead utilities.

E. Install irrigation systems to provide adequate water to establish and maintain trees.

F. In high pedestrian areas, install tree guards to protect the trunks from damage.

G. Select trees that are adapted to the harsh conditions of a dense urban environment.

H. Trees shall not be placed near overhead utility lines and shall conform to *FPL* requirements in terms of clearance and recommended tree species.

§ 9.8.1 – Green or vegetated wall requirements in the T6-24 and T6-30 transect zones.

Developments in the T6-24 and T6-30 transect zones shall have a minimum twenty percent (20%) *Green or Living Vegetated Walls* to screen the parking structure, in lieu of liners (See also Ch. 15, ~~Section 15.3.A.2.b.5~~ *Section 15.3.C.2.e*).

A. The development shall submit plans and specifications on the type of system being used, such as wall mounted, modular or freestanding, its attachment to the *Structure* and irrigation system, at time of building permit application.

B. The landscape plans must be drawn, signed, and sealed by a Florida registered ~~architect or~~ landscape architect, and include the plant materials being utilized for the *Green Walls*.

C. Plant materials selected should consider climatic conditions, the building characteristics, and the surrounding conditions~~,~~ in which the green wall is inserted. Plants that do not provide a food source, and which discourage nesting sites for birds should also be considered.

D. The plant material must be guaranteed for 18 months and reach 80% coverage within the first year.

E. Plants shall be maintained at regular intervals to ensure plant health and viability. Any dead growth shall be removed and replaced as necessary.

F. Irrigation and drainage systems must be designed and incorporated in a manner that avoids standing water.

§ 9.9 – Plant categories.

Proposed landscape plans for development or redevelopment shall incorporate the following information into the plant list and summary:

Salt Tolerance	
High	Plants are highly resistant to salt drift and can be used in exposed environments.
Moderate	Plants tolerate some salt spray, but grow best when protected by *Buildings*, *Fences*, or plantings of salt tolerant species.
Low	Plants have poor salt tolerance and always should be used well back of exposed areas and be protected by buildings, fences, or more salt tolerant species.
None	Plants have extremely low to no salt tolerance and should not be used near exposed areas even if protected.

Light Requirements:	
FS	Full Sun; these conditions are generally required for maximum growth and flowering and are met in southern locations in the landscape.
FS-PS	Full Sun - Partial Shade; plants within this category are adaptable to a range of light conditions. Full sun should be provided but filtered sun through overhead canopy trees is adequate. Eastern, western, and southern locations provide these conditions.
FS-DS	Full Sun - Dense Shade; plants that are quite adaptable to varied light conditions and will grow well in any location in the landscape.
PS-DS	Partial Shade - Dense Shade; plants that require shaded conditions for best growth. These conditions are provided under overhead canopy trees and in northern locations of the landscape.
Foliage	
E	Evergreen
D	Deciduous
SEV	Semi-Evergreen

§ 9.10 – Tree removal and relocation.

A. Before the *Village* issues a tree removal permit that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off-site with the concurrence of the Village where the site is public property. If any tree is to be relocated either on-site or off-site, a relocation plan shall be submitted in accordance with ~~c~~Chapter 100 of the Village Code of Ordinances.

B. Pursuant to Sec. 163.045 of the Florida Statues, a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on a residential property shall not be required if the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect demonstrating that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017).

C. *Methods for relocation*.

The following guidelines shall be utilized to ensure successful transplanting of trees:

1. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.

2. If the trees have a dormant period, they should be transplanted during that time. Trees

should not be transplanted during periods of strong, dry winter winds or during droughts.

3. Provide adequate space for root and crown development.

4. Trees shall be root and canopy pruned according to sound arboricultural standards prior to transplanting.

5. During and following transplanting, the root ball and trunk shall be protected. The root ball must be kept moist at all times from root pruning until establishment.

DIVISION 5, DESIGN STANDARDS FOR COASTAL SITES

§ 9.11 – Miami-Dade County shoreline development review

A. All development directly abutting North Bay Village's shoreline, except single-family and duplex development, is subject to the requirements of the Miami-Dade County Shoreline Development Review (*Ordinance 85-14*) which includes standards for setbacks and visual corridors.

B. An applicant requesting development within the shoreline development review boundary shall obtain approval from the Miami-Dade County *Shoreline Development Review Committee*, prior to issuance of a building permit by North Bay Village. However, applicants are encouraged to meet with staff of the *Development Impact Committee Department* prior to seeking site plan approval from North Bay Village, in order to understand potential points of conflict or inconsistency and to design accordingly.

C. Applicants shall be responsible for coordinating with Miami-Dade County. Applications for shoreline development review ~~are~~ shall be obtained from and submitted to the Miami-Dade County *Development Impact Committee Department* by the applicant.

D. Prior to applying for shoreline development review, approval for construction or structural alteration of any dock, pier, piling, seawall, or any similar *Structure* in or over the waters in the corporate limits of the *Village*, *Village Commission* approval shall be required.

E. Prior to applying for shoreline development review for construction of any marina, approval from both the *Planning and Zoning Board* and Village Commission shall be required.

§ 9.12 – Coastal Construction within Biscayne Bay (North Bay Village Approval)

A. *Definitions.*

For the purpose of this ~~c~~Chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the definitions contained in *Section 327.02*, Florida Statutes.

1. *Dock*. Any fixed or floating structure for securing boats, loading, or unloading persons or property, or providing access to the water, and includes the term "pier," "wharf," "float" or any other landing facility.

2. *Docking site*. Any "slip," "berth," or space to accommodate a single boat, vessel, or

houseboat.

3. *Dolphin or mooring*. Any appliance used to secure a boat or other vessel, other than to a pier, which is not carried aboard the boat or vessel as regular equipment when underway.

4. *Houseboat or floating home*. Any vessel in fact used or designed primarily to be occupied as living quarters and for any business or occupation whatsoever, or for any private or social club of whatsoever nature, including the use thereof for the entertainment or recreation of guests or tenants while same is moored or docked within the corporate limits of the *Village*, whether the vessel is self-propelled or not.

5. *Marina.* ~~Any area~~ licensed facility located within the Village boundaries where one or more sites or locations are rented or offered for rent for the location, mooring, ~~or~~ dockage, or storage of boats, or vessels, or houseboats on land or on water, or to be used for living quarters either permanently or on a temporary basis.

6. *Riparian right-of-way*. The water immediately adjacent to any real property located within the Village limits.

7. *Utility hook-up*. Any connection between the waterfront property or docks and piers appurtenant thereto located within the riparian *Rights-of-Way* and any boat, vessel, or houseboat provided to conduct water, electricity, cable, telephone service, gas, or other utility or sewerage to or from the boat, vessel, or houseboat.

8. *Village Manager*. For purposes of this chapter, "Village Manager" means the *Village Manager* or authorized designee.

9. *Waters of the Village*. All waters within the corporate limits of North Bay Village, whether immediately tangent to one of the islands or a part of *Biscayne Bay*.

B. *Construction and ~~S~~structural ~~A~~alteration.*

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar *Structures* of any kind more than fifty (50) feet perpendicular from the seawall or shoreline (not including rip-rap) into any waterway within the corporate limits of the Village, except as provided in *subsection 9.12(B)(5)* below.

2. No dock, pier, wharf, dolphin, piling, boat lift, or similar structure shall be erected in the Village unless the structure is set back at least seven and one-half (7-½) feet from the lot line on each side.

3. No person, firm, or corporation shall build, repair, reconstruct, extend, or make any structural alteration on any *Building*, dock, pier, dolphin, wharf, piling, boat lift, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the *Village Building Department*.

4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The

permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.

5. Boat lifts and mooring piles may be constructed at existing docks beyond 50 feet from the seawall or shoreline provided:
   a. All proposed structures are limited to boat lifts and/or mooring piles which are not proposed to extend farther from the seawall than existing dock structures.
   b. All proposed structures will not allow a lifted or moored boat to extend farther from the seawall than is possible using the existing dock structures.
6. A safety light shall be placed on the part of the *Structure* (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
7. Any existing docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures may be repaired or reconstructed in their same footprint, regardless of the dimensional restrictions of this chapter.

C. *Seawall ~~M~~maintenance and ~~E~~enforcement.*
1. It shall be unlawful for any person or entity owning real property abutting the waterways to allow the seawall to be or remain in a state of disrepair.
2. Upon learning that any seawall is in a defective or dangerous condition or is in a state of disrepair, the *Village Manager* shall so notify the property owner or other person(s) having charge of the seawall to immediately repair the seawalls in whatever manner necessary to ensure it meets all applicable regulations governing the same. If such person(s) or entity fail(s) or neglect(s) to make such repairs, the Village Manager shall take whatever action is necessary for the protection of the public, including the hiring of contractors to repair the seawall; charging the cost of such repairs to the property owner or other person(s) having charge of the property; and it shall be a violation of this ~~c~~Chapter for any person to interfere with such actions.
3. If any seawall, or any portion thereof, or any material from such seawall, shall fall into the waters of North Bay Village, it shall be the duty of the owner or other person(s) or entity having charge of the property, to forthwith remove the same from the waters of the *Village*. If they shall fail to do so, the Village Manager may do so or hire the appropriate individual or entity to do so; and the cost thereof shall be recovered from the property owner or other person(s) or entity having charge of the seawall as provided in this ~~c~~Chapter.
4. All costs for services, charges, work, or fines incurred by North Bay Village in connection with its action to ensure the protection of the public through repair of any seawall or as a result of violations of this ~~c~~Chapter shall constitute and are hereby imposed as liens against the real property aforesaid and, until fully paid and discharged, shall be imposed as special assessment liens against the subject real property. Such liens shall remain

equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. The maximum rate of interest allowable by law shall accrue to such costs for services, charges, work, or fines incurred by North Bay Village. Unpaid costs for services, charges, work, or fines incurred by North Bay Village, together with all penalties imposed thereon, shall remain, and shall constitute liens against the real property involved. Such liens for costs for services, charges, work or fines incurred by North Bay Village shall be enforced by any of the methods provided in North Bay Village Code of Ordinances; or in the alternative foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per *Chapter 173*, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The property owner and/or operator shall pay all costs of collection of fees, including attorney fees and court costs, service charges, penalties and liens imposed by virtue of this ~~c~~Chapter.

D. *Operation of docks in single family zoning districts.*

1. No person, firm, or corporation shall be permitted to lease or use any boat, vessel, or houseboat for living quarters, or to otherwise occupy same, on a permanent basis in any area of the *Village* zoned *RS-1*, and *RS-2*. Owners of private docks in those zoned areas will be permitted "utility hook-ups" to one boat from any dock which may be erected upon the riparian *Right-o-Way* abutting their property.

2. The renting of such docks or dock bases, moorings, dolphins or seawalls, and the rental of boats or any portion thereof, for any purpose whatsoever, shall be specifically prohibited in areas of the Village zoned RS-1 and RS-2 and, further, residing on boats within the Village limits is prohibited, except where the docks constitute a part of a marina, a yacht club, *Hotel*, or *Motel*.

3. No docks, dockheads, moorings, dolphins, seawalls or other docking facility shall be used for the docking or storage of any vessel, barge or similar boat used for transport or storage of goods, materials, or debris of any kind unless such vessel, barge or boat has a Boat Mooring Permit pursuant to *Section 150.16(A)* and such goods and materials: 1) are being utilized for construction on the adjacent upland property, or 2) are being loaded or unloaded to the adjacent upland property.

E. *Application procedure for ~~M~~marinas.*

All marina plans shall be approved by the *U.S. Corps of Engineers*, state internal improvement board, *Village Engineer*, building official, *Village Manager*, the *Planning and Zoning Board*, and Miami-Dade County *DERM*, prior to being submitted to the *Village Commission* for its approval. A marina plan, as defined in Sec. 9.12.A., may be submitted as part of a site plan approval application.

~~Marina is defined as any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, or vessels, or houseboats on land or on~~

~~water.~~

There ~~are~~ shall be two classifications for marinas:

1. *Ancillary*. A secondary operation to the *Primary Function* of a *Hotel*, apartment building, condominium, residential community, or club which permits the use of the facilities exclusively to the tenants, residents, or guests of the ~~hotel or club~~ facility or development.

2. *Business*. Any marina not included in the foregoing definition of "ancillary."

F. *Design guidelines for ~~M~~marinas.*

1. Each space intended for a vessel must be provided with an anti-backflow valve, a sewer connection and proper equipment to reach the *Village* sewer line, and a permanent supply of electricity.

2. Each boat berth or docking site must provide one automobile parking space.

3. Before any license shall be issued or renewed for any line or pipe carrying inflammable fuel or other fluid, the *Village Engineer* must examine and approve the facilities.

G. *Coastal ~~C~~construction ~~V~~variances.*

1. Purpose and intent. The purpose and intent of this ~~s~~Section is to provide relief and flexibility from the strict enforcement of the provisions of *Section 9.12*.

2. Procedure for consideration of a coastal construction variance.
   a. The *Planning and Zoning Board* shall hold a public hearing to consider a request for a coastal construction variance and shall recommend to the *Village Commission*, approval, approval with conditions, or denial of the variance. The Board shall consider the criteria of *Section 9.12(G)(3)* in their decision making.

   b. Following a recommendation from the Planning and Zoning Board, the Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of *Section 9.12*, and to prescribe appropriate conditions and safeguards associated with the granting of a coastal construction variance. The Commission shall consider the criteria of *Section 9.12(G)(3)* in their decision making.

2. Coastal construction variance review criteria. Coastal variances shall be reviewed based on the following criteria:
   A. Whether or not the variance will be in harmony with the general appearance and character of the community.

   B. Whether or not the variance will be injurious to the area involved or otherwise detrimental to the public welfare.

   C. Whether or not the improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

   D. Whether or not the Applicant has provided to the *Village* letter(s) of consent from

adjoining riparian property owners.

E. Whether or not the Village has received any letter(s) of objection from adjoining riparian property owners.

F. Any other factors relevant to the specific site.

3. Expiration of coastal construction variance. After the *Village Commission* has granted a variance, the variance so approved or granted shall expire after two (2) years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the variance was granted.

4. Reapplication for a coastal construction variance. No application for a variance shall be filed less than one year after the date of denial by the Village Commission of an application for a variance involving the property, riparian area, or any portion thereof.

DIVISION 6, OTHER DESIGN GUIDELINES

§ 9.13 – Building and site design ~~relationships shall conform to the following standards.~~

The design, function and appearance of all buildings should reflect and fit into North Bay Village's long-term vision. All new and substantial development and redevelopment in the Village shall observe the following guidelines.

~~*[Editor's note: See Chapter 15.]*~~For specific building and site design requirements in the T6 transect zones, refer to Chapter 15.

A. Site design relationships.

Neighboring buildings of similar size and massing work together to create a pleasing streetscape and provide consistency between adjacent buildings with different uses. Design compatibility is not about simply replicating the scale or architectural styles of nearby buildings, but about responding to identifiable patterns of development. Compatibility factors include but are not limited to building height, scale, orientation, architectural design, and materials; roof lines; and landscaping elements.

1. Site plans shall reflect a coherent overall design character.

2. Site and building design shall incorporate environmental design thinking that emphasizes contextual climate design principles, including but not limited to energy-efficient features and mitigation and adaptation techniques.

3. Site context is an important consideration when determining the location, size, and shape of each building. The design of each structure, and the overall site plan, shall reflect consideration of a site's specific conditions.

4. Site layout considerations such as, but not limited to setbacks, building orientation, and parking location shall be applied to create pedestrian-oriented environments.

5. Building heights shall, when possible, be compatible with those adjacent structures and otherwise incorporate sensitive transitions in height between lower and taller structures.

6. Setbacks and variable roof heights shall be used to divide building masses into increments that correspond to the scale and massing of neighboring structures.

7. Larger developments shall incorporate squares, plazas, or other types of usable urban open space designed with comfortable and safe pedestrian amenities.

8. Where necessary, landscaping and trees may be used as a visual buffer between new and existing development.

9. End of block or corner sites that are visible from long distances shall be treated as development gateways or focal points through careful architectural detailing. Depending on their location and design intent, buildings on such sites shall incorporate a generous entry and/or extra space for pedestrians.

10. Shared parking and interconnectivity among compatible uses that are located adjacent to one another is encouraged.

B. Building Design.

The overall design of a building shall be used to express an architectural identity and aesthetic language, which shall be harmonious with those of adjacent development.

A1. *Buildings* or *Structures* ~~located along strips of land or on single sites and~~ that are not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

B2. Retail, restaurant, service, or office establishments~~,~~ which are located on corners of a ground floor~~, are recommended to~~ shall, if appropriate, ~~place~~ have windows on each wall that faces a *Street*~~, parking area or driveways~~.

C3. In the case of buildings with multiple storefronts ~~and shopping centers~~ or complexes with out-parcel development, facade treatment shall be coordinated for the entire development. ~~Such f~~Facade treatments shall include but are not limited to building colors, ~~building, floors,~~ materials and finishes, fenestration, storefront design, signage design, use of sculptural elements and architectural details such as banding, colonnades, railings, overhangs, cornices, canopies, and awnings, roof forms, materials, and ~~roof~~ pitch.

D4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the *Building* or buildings or enclosed in a separate *Structure* compatible with the *Main Building*.

E5. ~~When g~~Garage structures ~~are~~when provided, ~~such~~ shall be designed to incorporate ~~a~~ decorative ~~grid treatment~~ screening into the structure's facade at ground level.

F6. Buildings and individual s~~S~~torefronts shall have easily identifiable entrances.

G7. Window displays shall be done in such a manner as to capture the pedestrian's attention, establishing a positive and professional image for the business, and informing the potential

customers of the merchandise.

~~H~~8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public *Right-of-Way*, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

~~I~~9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or decorative grills; ~~and~~ shall be painted in muted colors or match the building; and shall not be visible from the street.

~~J~~10. All service bays, mechanical (e.g., HVAC) equipment and delivery areas shall be buffered/screened, located away from and not visible by pedestrians from the streets, waterways, sidewalks, and adjacent properties.

~~K. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.~~

~~L~~11. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.

~~M~~12. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

~~N~~13. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

~~O. Prefabricated homes are prohibited in new construction.~~

~~*P. Fences* shall be made of wrought iron or aluminum bars with intermittent posts. Masonry *Walls* are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.~~

~~Q~~14. Reflective/mirrored glass shall be discouraged as a façade treatment.

~~R~~15. Buildings shall not have unfinished surfaces visible to the public.

16. Buildings fronting a street shall have a pedestrian scale and orientation, with a recognizable entrance facing the public street and design features such as porches, windows, cornices, and similar details used to reduce the apparent size of a building at the ground level.

17. The impact of a long facade shall be minimized by using façade articulation and, where possible, by breaking up the volume of a single building.

18. The design and location of balconies shall reinforce the overall building form.

~~§ 9.14 – New construction.~~

~~Buildings should have a recognizable entrance facing the public Street.~~

~~A. The dDesign and location of balconies should reinforce the building form.~~

~~B. All projects should consider the overall form, and detail of the Building. Box buildings are discouraged.~~

~~§ 9.15 – Site design relationships.~~

~~The coordination of architectural design facade components establishes an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including *Principal Buildings* and out parcel development, all *Buildings* and *Signage* shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:~~

~~A. Compatibility with adjacent land uses in terms of scale and *Lot Coverage*.~~

~~B. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.~~

~~C. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatments shall be coordinated and have like details. Such facade treatments include building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.~~

~~D. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.~~

§ 9.16~~4~~ – Balcony enclosures.

~~This s~~Section refers to the prohibition of tApproval of the enclosure of a balcony on an existing *Residential Multifamily Building* shall be subject to the ~~as~~ follows~~s~~ing criteria:

A. The enclosure shall not substantially alter~~s~~ the architectural pattern of the *Building*.

B. The enclosure ~~does not~~ shall match *Wall* and window designs.

C. The enclosure ~~may result in serious~~ shall be designed to prevent any structural and/or water damage.

D. The enclosure ~~does~~ shall not front on a public street.

E. Reserved.

F. The enclosure ~~may~~ shall not alter the building's *Floor Area Ratio (FAR)* or Floor Lot Ratio (FLR).

G. Applications for enclosures shall meet all *Building* and *Village Code* standards.

§ 9.17~~5~~ – Shutters.

A. Roll up or accordion shutters are permitted on ground floor fronting a public *Street* when

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

constructed of a see-through, non-solid grate material. The casing for the grilles should be painted to match the *Building*.

B. Roll up or accordion shutters are permitted on upper floors if all match in building.

C. Shutters shall not be used to enclose balconies.

§ 9.186 – Bay~~view~~front development.

A. *Buildings* ~~should~~shall provide view/light/breeze corridors to the *Bay*.

B. Building pedestals ~~should~~shall not form continuous sheer walls along the bay. Decorative surfaces, multi-level decks, berming, and sufficient setbacks shall be used to reduce the impact of the pedestal.

C. Buildings ~~should~~shall be designed with distinctive architectural forms. Stepped ~~form~~ profiles and distinctive roof lines shall be used to create a more interesting skyline and increase building recognition.

D. Pool decks ~~should~~shall include landscaping to provide shade and support a tropical image.

E. All bayfront projects in the *RM-70* ~~and *CG-T6 zoning districts*~~ shall provide ~~bay walkways~~ Island Walks along the rear of the property, ~~which can~~ designed to be connected to ~~other~~ adjacent properties.

F. See *Chapter 15* for design requirements in the T6 transect zone.

§ 9.197 – Residential building ~~C~~color palette.

A. The Village ~~supports a~~ encourages the use of harmonious, context-appropriate building colors ~~criteria~~ for all residential *Buildings* and *Accessory Structures*. The ~~design~~ purpose of these guidelines is to enhance the appearance of residential development within the *Village*, ~~which will~~ to maintain neighborhood continuity and to improve and/or maintain property values for all Village residents and property owners. High intensity and neon colors are prohibited in residential neighborhoods.

B. Colors for buildings should be expressed as follows:

1. *Base building colors - Primary building walls*. This color category relates to the main area of walls on the *Building*. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.

2. *Secondary building colors - Larger "trim" areas such as a lower building base, building design details, or accent trim around windows and doors*. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.

3. *Trim colors - Small area of color such as decorative trim along rooflines, and areas*

around windows, doors, frames, and signage. Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.

§ 9.2018 – Commercial, mixed-use and institutional building specific color palette.

Color shouldshall be chosen to add to enhance and complement the retail environment nature, architecture and context of these *Buildings*. Color schemes shall be simple and coordinated over the entire building or development to establish a sense of overall cohesiveness. More latitude will be given to color use in these types of buildings than is given to other types of buildings within the *Village* (e.g., buildings in residential neighborhoods). The use of cColor shall not be used to attract attention to a business or use (using the building or wall colors as a sign) from a distance is prohibited.

A. *Primary building colors.* This color category relates to the main area of *Walls* on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra-cotta.

AB. *Secondary building colors*. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.

BC. *Trim colors.* Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows, and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.

§ 9.2119 – Exterior lighting.

A. Parking lot fixtures are to shall be selected not only for their functional value, but also for their aesthetic qualities. They a are to shall be considered furniture of the parking lot visible both day and night. Decorative lLight fixtures used within public view in new development and redevelopment the district shall be decorative for new development or redevelopment within public view and are encouraged throughout the development. The decorative fixtures shall be of a style that compliments, and is used cohesively throughout, the development. Cobra heads are prohibited within a development. Shoe box units may be used but are discouraged at entrances and exits.

B. Parking area lighting should shall complement the lighting of adjacent *Streets* and properties, and should shall use consistent fixtures, source colors, and illumination levels.

C. Light fixtures in parking lots ~~should~~ shall be a maximum height of twenty (20) feet.

D. Poles ~~should~~ shall be placed to provide a unified, organized appearance throughout the parking area or development and ~~should~~ shall provide even and uniform light distribution. The use of a greater number of low fixtures in a well-organized pattern is preferred over the use of a ~~minimum~~ lesser number of tall fixtures.

E. Outdoor storage areas including auto and truck parking and storage ~~should~~ shall be illuminated from poles similar to those used for parking lot lighting, but at lower illumination levels.

F. Parking lot ~~and security lighting~~ shall ~~be designed to~~ direct light into the property and not spill over onto adjacent streets or properties.

G. Security lighting ~~should~~ shall be limited to low-intensity specialty fixtures. The light source ~~should~~ shall not be visible from the street or adjoining properties. ~~Other~~ W~~w~~all mounted, ~~security lighting is~~flood-light-style fixtures are discouraged.

H. Building lighting ~~should~~ shall be used to highlight specific architectural features. Lighting of architectural features ~~should~~ shall be designed with the intent of providing accent and interest or to help identify entry and not to exhibit or advertise buildings or their lots.

I. Neon is discouraged ~~to~~ as a border for windows or to create a false sense of architectur~~e~~al detail or accent.

J. ~~The use of neon as an architectural accent is discouraged.~~

~~K.~~ When pedestrian lighting is used in conjunction with street lighting, the pedestrian lighting ~~should~~ shall be clearly distinguishable from the ambient street lighting to clearly define the pedestrian path of travel.

~~L~~K. When adjacent to pedestrian circulation and gathering areas, parking area lighting ~~should~~ shall not overpower the quality of pedestrian area lighting.

~~M~~L. Lighting ~~should~~ shall be designed to provide even and uniform light distribution without hot spots, dark spots, or glare. Lighting ~~should~~ shall ~~be designed to~~ minimize dark areas that could pose a security concern near pedestrian areas. Pedestrian circulation systems ~~should~~ shall be highlighted by visible light sources that clearly indicate the path of travel ahead.

~~N~~M. Placement of fixtures ~~should~~ shall provide a coordinated and organized appearance that facilitates uniform light levels and works with the placement of sidewalks, landscaping, signage, building entries, and other features to contribute to the overall continuity of the streetscape and development.

~~O~~P. Accent lighting of landscape areas ~~should~~ shall be low level and background in appearance.

~~P~~Q. The color of the light sources shall be consistent throughout the project. High pressure sodium lamps ~~are~~ shall not be permitted.

~~Q~~R. Decorative accent lighting of landscape features, at entrances and exits is recommended.

~~R~~S. All new or replaced exterior fixtures shall be *Energy-Star* qualified *LED* (Light Emitting Diode) type fixtures.

~~S~~T. All rooftop terrace lighting shall be positioned and shielded to prevent light from spilling beyond the vertical extension of the exterior walls of the floor/story immediately beneath the rooftop terrace.

§ 9.22~~0~~ – Access, public rights-of-way, and utilities.

Off-site improvements associated with new development or redevelopment shall be subject to the following:

A. Public use of existing and future *Rights-of-Way* ~~should~~ shall be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.

B. Off-site improvements shall be consistent with the *Village*'s established specifications for such improvements or be subject to *Village Commission* approval.

C. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems and shall meet the Village's most up-to-date standards.

D. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public *Rights-of-Way* must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements ~~should~~ shall be consistent with and implement the master plan.

~~E. Off-site improvements associated with new development or redevelopment shall be subject to the following:~~

~~1. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.~~

~~2. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.~~

~~3. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.~~

~~4. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public rights-of-way must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.~~

§ 9.23~~1~~ – Crime prevention through environmental design (CPTED).

The U.S. Government "Crime Prevention Through Environmental Design Program" (*CPTED*)

incorporates architectural solutions to reduce the opportunity of crime. Elimination of recessed entryways, provision of adequate lighting and proper design of spaces will reduce the possibility of criminal activity.

CPTED strategies should not be applied in a “cookie-cutter” manner, but thoughtfully applied to create interventions customized to a design. Designers should employ the latest generation of CPTED principles, and avoid the use of hostile architecture, excessive use of target hardening, and overfortification of buildings to actively enact social exclusion of particular populations.

A. Building mounted lighting shall be installed on *Alley* frontage and *Side Yards*. This is particularly recommended at service/delivery entrances.

B. Windows in the alleys or sides provide the appearance of natural surveillance and may discourage break-ins. Such windows shall not be blocked up.

C. See through fences and gates of metal pickets shall be located to discourage uncontrolled access to service/delivery areas.

D. Hiding places and blind corners shall be eliminated from *Site/Building*, where possible.

E. The concept of natural surveillance, visibility by the public (shoppers, pedestrians, motorists, and/or personnel) shall be incorporated into the design where possible.

F. Landscaping shall be designed to discourage and minimize the possibility of crime. Tree heights/spread shall allow sufficient visibility, not completely block views of/from doors and windows. Shrubs shall not be planted where they may become hiding places.

G. Blank walls shall be avoided in the design of ground floors to curtail hostile walking environments.

H. The use of studs, spikes, water, loud music, and similar tools and devices for hostile or defensive design purposes shall be avoided.

§ 9.242 – Synthetic turf.

Synthetic turf may be permitted on all properties used for residential, mixed-use, or commercial purposes, subject to the requirements and procedures set forth in this ~~s~~Section.

A. Synthetic turf shall comply with all the following design standards and shall:

1. Simulate the appearance of live turf, organic turf, grass, sod or lawn, as determined by the *Public Works Director* or designee, and the *Village Manager* or designee, and shall have a minimum eight-year "no fade" warranty.

2. Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.

3. Have a minimum face weight of 75 ounces per square yard.

4. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.
5. Have backing that is permeable.
6. Be lead free and flame retardant.
7. Shall not exceed more than 20% of the plantable area of a *Yard*.

B. Synthetic turf shall comply with all the following installation standards and shall:
1. Be installed by a Florida-licensed general contractor or Florida-licensed landscape architect in a manner prescribed by the manufacturer.
2. Be installed over a subgrade prepared to provide positive drainage and an evenly graded mass of porous crushed rock aggregate material that is a minimum of three (3) inches in depth.
3. Be anchored at all edges and seams.
4. Not have visible seams between multiple panels.
5. Have seams that are joined in a tight and secure manner.
6. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer's specifications or as approved by the *Public Works Director*, that shall:
   a. Be brushed into the fibers to ensure that the fibers remain in an upright position;
   b. Provide ballast that will help hold the turf in place; and
   c. Provide a cushioning effect.

C. Synthetic turf shall comply with all the following additional standards:
1. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf when utilized in the *Front Yard Area*. Living plant material shall include a combination of two or more shrubs, vines, trees, or groundcovers in separate planter areas and/or tree wells.
2. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum three-eighths-inch thickness to prevent the intrusion of living plant material into the synthetic turf.
3. Irrigation systems proximate to the synthetic turf shall be capped, directed, or otherwise treated so that no irrigation affects the synthetic turf.

D. Synthetic turf shall comply with all the following maintenance standards and shall:
1. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear.
2. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.

E. All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all the following information:
   1. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas.
   2. Details regarding existing or proposed irrigation proximate to the synthetic turf.
   3. Brand and type of synthetic turf, including all manufacturer specifications and warranties.
   4. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.
   5. A survey of the property, signed and sealed by a licensed surveyor, depicting all existing easements located on the property.
   6. A form signed by any holder of an easement or right-of-way on the property consenting to the installation of the synthetic turf within the *Easement* or *Rights-of-Way*, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the synthetic turf disturbed as a result of the work in the easement.

F. Synthetic turf proposed within a public right-of-way, shall only be installed upon the authorization of the *Public Works Director* and the ~~City~~*Village Manager*.

§ 9.25<u>3</u> – Green walls.

A *Green Wall*, also referred to as a living wall or a vertical garden, is an internal or external wall partially or completely covered with vegetation that includes a support *Structure*, growing medium, and integrated water delivery system. Green walls can contain one planting bed in the ground at the base of the wall; this is limited to one or two story *Buildings* with vine coverage; planting boxes at the bases of each floor for multi-story buildings, or individual planting cells uniformly dispersed over the entirely of the side of the structure. Green walls can conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase a development's sustainability. The provisions in this subsection are the minimum landscape requirements of the *Village* pertaining to external green walls.

A. A decorative wall containing only artificial plants in not considered a green wall per this subsection; should artificial plant material be included in conjunction with a green wall the following applies:
   1. It cannot exceed more than 10% of the total proposed green wall area,
   2. The area of artificial material must be clustered in no more than two (2) distinct locations,
   3. It must have the appearance of living materials,
   4. It must be maintained in a green fadeless condition, and
   5. The area of artificial materials will not be included within the area delineated as green wall utilized for points in the *Green Building Program* per Division 5 of Chapter 8.

B. Installation of a green wall shall require a building permit. The plan set submitted for the building permit application shall include, at a minimum, the following:
   1. The delineation of and the total area of green wall,
   2. The specifications for the irrigation system,
   3. The structural components of the support system and demonstrated compliance with the *Florida Building Code*,
   4. Identification of the planting medium, and the structure, size, and location of planting cells and/or planting beds,
   5. A planting chart that includes plant identification, quantities, and specifications,
   6. The plant installation specifications including how vines/plants will initially be fastened to the *Structure*, and
   7. The long-term plant fertilization and maintenance regime.

C. A green wall shall comply with all the following installation standards:
   1. Shall include an irrigation system,
   2. The area delineated as green wall shall contain 100% living plant material and shall not incorporate artificial plant material into the green wall.
   3. A green wall twenty (20) feet or less in height beginning at the ground level:
      a. May be constructed with a single in-the-ground planting bed at the base of the *wall*,
      b. The planting bed and plant installation shall comply with the provisions of ~~§~~*Section 9.7 D.* within this Chapter~~.~~ ,
      c. Vine type plant materials capable of achieving a 20-foot height and the coverage requirements of the Section shall be installed, ~~and~~
      d. Installed material shall be at least 4' height upon installation, and
      e. Installed material shall be of sufficient density and fulness to meet at least 20% coverage of the delineated green wall area upon installation.
   4. Green walls greater than twenty (20) feet in height:
      a. Shall have planting cells uniformly dispersed over the entire green wall area or have planting beds at multiple heights along the green wall area,
      b. Planting cells and planting beds shall be of sufficient size, spacing, and quantity to provide for a minimum of at least 60% coverage by installed plant materials on the delineated green wall area upon installation, and
      c. Installed material shall be of sufficient density and fulness to meet at least 60% coverage of the delineated green wall area upon installation.

D. All green walls shall comply with the following additional standards:

1. Installed plants shall be maintained and replaced as needed to ensure at minimum of 85% viability of quantity of installed material,
2. Installed material shall attain an 95% coverage of the delineated green wall within one year of installation, and
3. The green wall shall be maintained in an attractive condition free of weeds, debris, and structural defects.

E. The *Village* reserves the right to require a bond upon application for a green wall to ensure maintenance and viability for the first year after installation.

F. On a case by cases basis, at the discretion of the *Village Manager* or designee, a green wall may meet some or all of a perimeter landscape buffer planting requirement. Adjacent properties and uses, and size of green wall will be contributing factors in this decision.

§ 9.2~~6~~4 – Green roof.

A *Green Roof*, also referred to as a living roof, is a roof of a *Building* that is partially or completely covered with living vegetation and a growing medium, planted over a waterproofing membrane. A green roof also includes additional layers such as a root barrier and drainage and irrigation systems. A green roof can be comprised of a single planting bed or multiple individual planting bed components integrated as a single roof system. Green roofs can conserve energy, promote a healthy landscape, support public health and safety, and otherwise increase a development's sustainability. The provisions in this ~~s~~Section are the minimum landscape requirements of the *Village* pertaining to green roofs.

A. Installation of a green roof shall require a building permit. The plan set submitted for the building permit application shall include, at a minimum, the following:
   1. A delineation of and the total area of the green roof,
   2. Specifications for the irrigation system,
   3. Specification on the structural components of the green roof system and demonstrated compliance with the *Florida Building Code*,
   4. Identification of the planting medium, and structure and location of planting cells if comprised of multiple integrated component beds,
   5. A planting chart that includes plant identification, quantities, and specifications,
   6. Plant installation specifications, and
   7. A long-term plant fertilization and a maintenance regime.

B. A green roof shall comply with all the following installation standards:
   1. Shall include an irrigation system, and
   2. Plant material shall meet at least 85% coverage of the delineated green roof area upon installation.

C. A green roof shall comply with the following additional standards:

1. Installed plants shall be maintained and replaced as needed to ensure at minimum of 85% viability of quantity of installed material,
2. Installed material shall attain an 100% coverage of the delineated green roof area within one year of installation, and
3. The green roof shall be maintained in an attractive condition free of weeds, debris, and structural defects.

D. The Village reserves the right to require a bond upon application for a green roof to ensure maintenance and viability for the first year after installation.

E. On a case by cases basis, at the discretion of the *Village Manager* or designee, a green roof may contribute to landscape buffer requirements. Adjacent properties and uses, and size of green roof will be contributing factors in this decision.

§ 9.27~~7~~5 – Vegetable garden.

Nothing in this ~~c~~Code precludes a property owner from installing and maintaining a vegetable garden.

A. A vegetable garden must be maintained in accordance with §*Section 9.7. D*. of this Chapter. Planting seasonal vegetables is encouraged for a successful, constant and diverse harvest throughout the year.

B. A vegetable garden cannot be installed in a *Right-of-Way* or *Easement* without a form signed by any holder of an easement or right-of-way on the property consenting to the installation of the vegetable garden within the easement or right-of-way, with an accompanying acknowledgement by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the vegetable garden disturbed as a result of the work in the easement.

C. A vegetable garden does not fulfill the requirements for perimeter landscape buffer plantings.

D. A vegetable garden must maintain at a minimum a five (5) foot setback from a waterbody to aid in impeding the introduction of nutrients, herbicides, or pesticides into the waterbody.

E. Any compost pile(s) maintained in conjunction with a vegetable garden shall maintain at least a ten (10) foot setback from an adjacent waterbody to aid in impeding the introduction of nutrients into the waterbody.

DIVISION 7, STORMWATER MANAGEMENT

§ 9.28 – Standards.

The design and performance of all stormwater management systems in North Bay Village at a minimum shall comply with the *Florida Department of Environmental Protection (FDEP)* stormwater rules which require~~s~~ removal of 80 to 95 percent of stormwater pollutants prior to their discharge into receiving waters. Furthermore, this rule requires treatment by retention or by detention with

filtration of the first inch of runoff for sites containing less than 100 acres.

§ 9.29 – Permit authority and delegation.

FDEP has delegated the authority to permit stormwater management in South Florida to the *South Florida Water Management District* which, in turn, has delegated its authority in Miami-Dade County to *DERM* with its more stringent criteria.

§ 9.30 – Design ~~R~~requirements

All new development and redevelopment within the *Village,* and any future repair, maintenance, or rebuilding of the existing system shall at minimum, conform to Miami-Dade County *DERM* regulations. In North Bay Village, DERM requirements to be met are:

A. Rainfall frequency – Five-year

B. Flood limit - To crown of street or to within 15 feet of a dwelling or other occupied *Building*, whichever is lower.

§ 9.31 – Compliance with water quality regulations

The design, construction, and maintenance of all stormwater systems in the Village shall meet the requirements of *Section 53.104* of the Village's *Code of Ordinances*, as amended, to prevent discharge of pollutants into the surrounding waterways.

CHAPTER 10, FLOOD DAMAGE PROTECTION

§ 10.1 – Statutory authorization, findings of fact, purpose, and objectives.

A. *Statutory authorization*.

The legislature of the State of Florida has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the *Village Commission* of North Bay Village, Florida has passed the above-named ordinance.

B. *Findings of fact*.

A. The flood areas of North Bay Village are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by the cumulative effects of obstructions in flood hazard areas causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damage.

C. *Statement of purpose*.

Statement of purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural water flows and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase erosion or flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

D. *Objectives*.

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for flood control;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in flood-prone areas;
6. To help maintain a stable tax base by providing for sound use and development of flood-prone areas and;
7. To ensure that potential homebuyers are notified that the property is in a flood-prone area.

§ 10.2 – Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A. *Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a *Building* in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.

B. *Appeal* means a request for a review of the *Building Official's* interpretation of any provision of this ordinance or a request for a variance.

C. *Area of special flood hazard* is the land in the flood-prone area within a community subject to a one per cent chance of flooding in any given year.

D. *Base flood* means the flooding having a one percent chance of being equaled or exceeded in any given year.

E. *Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

F. *Coastal high hazard areas* mean the area subject to velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a *FIRM* as Zone V1-30, VE, or V.

G. *Development* means any ~~man~~ human-made changes to improved or unimproved real estate, including, but not limited to: *Building* or other *Structure*, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

H. *Elevated building* means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), or shear walls.

I. *Existing construction* means any structure for which the "start of construction" commenced

before June 18, 1984 ~~[2].~~

J. *Flood hazard boundary map (FHBM)* means an official map of a community, issued by the *Federal Emergency Management Agency (FEMA)*, where the boundaries of the areas of special flood hazard have been defined as Zone A.

K. *Flood insurance rate map (FIRM)* means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

L. *Flood insurance study* means the official report provided by FEMA. The report contains flood profiles, as well as the flood boundary map and the water surface elevation of the base flood.

M. *Floor* means the top surface of an enclosed area in a building, i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking of vehicles.

N. *Freeboard* shall mean the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, blockage of bridge or culvert openings, and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the heights calculated for a selected frequency flood and floodway conditions. Minimum freeboard means two (2) feet.

O. *Functionally dependent facility* means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking for loading and unloading of cargo or passengers, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

P. *Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed *Walls* of the *Building*.

Q. *Historic structure* means any structure that is:

1. Listed individually in the *National Register of Historic Places* (a listing maintained by the *Department of Interior*) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior;

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a. By an approved state program as determined by the Interior, or

b. Directly by the secretary of the interior in states without approved programs.

R. *Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this ordinance, the term is synonymous with *National Geodetic Vertical Datum (NGVD)*.

S. *National Geodetic Vertical Datum (NGVD)* as corrected in 1929, is a vertical control used as a reference for establishing elevations within the floodplain.

T. *New construction* means any structure for which the "start of construction" commenced after June 18, 1984. The term also includes any subsequent improvements to such *Structure*.

U. *Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site such as the pouring of slabs or footings, installation of pilings, construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of *Streets* and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of *Accessory Buildings*, such as garages or sheds not occupied as *Dwelling Units* or not part of the *Main Building*. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

V. *Structure* means a walled and roofed building that is partly above ground.

W. *Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

X. *Substantial improvement* means any combination of repairs, construction, alteration, or improvements including any additions to a building taking place during a minimum ten-year period in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be (1) the appraised value of the building at the start of the initial repair or improvement, or (2) in case of damage, the value of the building prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any *Wall*, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the code enforcement

official and which are solely necessary to assure safe living conditions.

§ 10.3 – General provisions.

A. Lands to which this ordinance applies. This ordinance shall apply to all areas within the jurisdiction of North Bay Village.

B. Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the *Federal Emergency Management Agency* in its *Flood Insurance Study*, dated November 4, 1987, with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance.

C. Establishment of development permit. A development permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

D. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

E. Abrogation and greater restrictions. This ordinance shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.

F. Interpretation. In the interpretation and application of this ordinance all provisions shall be:
   1. Considered as minimum requirements;
   2. Liberally construed in favor of the officers and agents of the *Village*; and
   3. Deemed neither to limit nor repeal any other powers granted under state statutes.

G. Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Flood heights may be increased by ~~man~~ human-made or natural causes. This ordinance shall not create liability on the part of North Bay Village or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully thereunder.

H. Penalties for violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violations continue shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village from taking such other lawful actions as is necessary to prevent or remedy any violation.

§ 10.4 – Administration.

A. *Designation of Building Official*. The building official is hereby appointed to administer and

implement the provisions of this ordinance.

B. *Permit procedures*. Application for a development permit shall be made to the ~~b~~Building ~~o~~Official on forms furnished by him or her prior to any development activities, and may include, but not be limited to: the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed earthen fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Application stage.
    a. Elevation in relation to mean sea level of the proposed lowest floor of all *Buildings*.
    b. Elevation in relation to mean sea level to which any *Nonresidential Building* will be flood proofed.
    c. Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in *Section 10.5(B)(2).*
2. Construction stage.
    a. Provide a floor elevation or flood-proofing certification after the lowest floor is completed, or instances where the *Building* is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Upon placement of the lowest floor, or flood-proofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the *Building Official* a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level.
    b. Said certification shall be prepared by or under the supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.
    c. The ~~b~~Building ~~o~~Official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections hereby, shall be cause to issue a stop-work order for the project.

C. *Duties and responsibilities of the ~~b~~Building ~~o~~Official*. Duties of the ~~b~~Building ~~o~~Official shall include, but not be limited to:

1. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
2. Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.
3. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved *Buildings*, in accordance with *Section 10.4(B)(2).*
4. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Section 10.4(B)(2).
5. When flood-proofing is utilized for a particular building, the building official shall obtain certification from a registered engineer or architect, in accordance with *Section 10.5(B)(2).*
6. Where interpretations as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
7. When base flood elevation data have not been provided in accordance with *Section 10.3(B)(2),* then the ~~b~~Building ~~o~~Official shall obtain, review, and reasonably utilize any base flood elevation available from a federal, state, or other source, in order to administer the provisions of *Section 10.5.*
8. In coastal high hazard areas, certification shall be obtained from registered professional engineer or architect that the building is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
9. In coastal high hazard areas, the ~~b~~Building ~~o~~Official shall review plans for adequacy of break-away walls in accordance with *Section 10.5(B)(4)(h).*

D. *Variance requirements.*

1. The planning and zoning board, as established by North Bay Village, shall hear requests for variances from the requirements of this ordinance, in accordance with the procedures prescribed for requests for amendment, variance, special use exception, or supplement to the regulations in the Village *Code of Ordinances*. The *Planning and Zoning Board* shall submit its recommendations to the *Village Commission* for final action on such requests pursuant to procedures therein prescribed, provided, however, that the criteria for granting variances from this ordinance shall be those set forth hereinafter.
2. Conditions and criteria or granting of variances. In considering such applications, the

~~p~~Planning and ~~z~~Zoning ~~b~~Board and Village Commission shall consider all technical evaluations, all relevant factors, all standards specified in other ~~s~~Sections of the North Bay Village Unified Land Development Code, and:

a. The danger that materials may be swept onto other lands to the injury of others;

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;

f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the *Comprehensive Plan* and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;

k. The costs of providing governmental services during and after the flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges;

l. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the *Building*;

m. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship, and; (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinance.

n. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the building is to be built and stating that the cost of flood insurance will be

commensurate with the increased risk resulting from the reduced lowest floor elevation.

o. The *Building Official* shall maintain the records of all appeal actions and report any variances to the *Federal Emergency Management Agency*.

3. Variances for historic structures. Variances may be issued for the repair or rehabilitation of historic structures ~~(see definition)~~ upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the *Structure.*

4. Upon consideration of the factors listed above, and the purposes of this ordinance, the *Planning and Zoning Board* and *Village Commission* may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

E. Appeals. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 10.5 – Provisions for flood hazard reduction.

A. *General standards*. In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the *Structure*.

2. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

3. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.

4. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

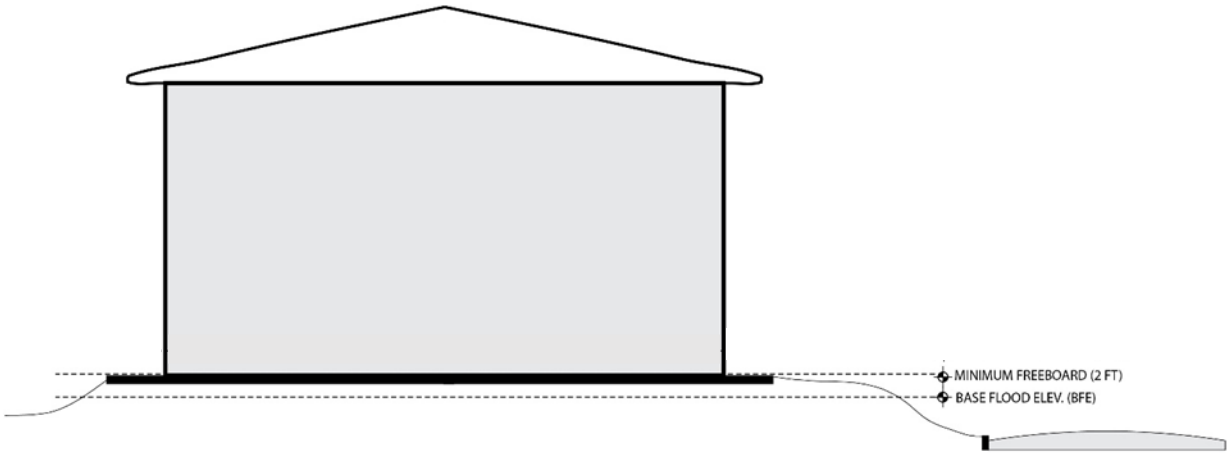
7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

8. Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.

9. Any alteration, repair, reconstruction, or improvements to a building which is not in compliance with the provisions of this ordinance, shall be undertaken only if said nonconformity is not furthered, extended, or replaced.

B. *Specific standards*. In all areas of special flood hazard where base flood elevation data have been provided, as set forth in *Section 10.3.B.*, the following provisions are required:

1. Residential construction. New construction or substantial improvement of any *Residential Building* (or manufactured home) shall have the lowest finished floor, including ~~basement~~ electrical, heating, ventilation, plumbing, air conditioning equipment, cable, telephone, and other service facilities such as duct work, elevated no lower than ~~two feet above the~~ base flood elevation plus minimum freeboard. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards of *Section 10.5.B.3.*



2. Nonresidential construction.
   a. New construction or substantial improvement of any commercial, industrial, or nonresidential building shall have the lowest floor, including basement, electrical, heating, ventilation, plumbing, air conditioning equipment, cable, telephone, and other service facilities, including duct work, elevated no lower than ~~one foot above the~~ base flood elevation plus minimum freeboard or in accordance with the flood design established for the Flood Design Class established in ASCE 24 as adopted by the *Florida Building Code*, whichever is higher.

   b. Buildings located in all A-Zones may be flood-proofed in lieu of being elevated provided that all areas of the building below the floodproofing are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Flood-proofed buildings shall be floodproofed no lower than ~~one foot above the~~ base flood elevation plus minimum freeboard or in accordance with the flood design established for the Flood Design Class established

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

in ASCE 24 as adopted by the Florida Building Code, whichever is higher. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in *Section 10.4*.

3. Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finishing living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
   a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
      (1) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
      (2) The bottom of all openings shall be no higher than one foot above grade; and
      (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
   b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
   c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
4. Coastal high hazard areas (V Zones). Located within the areas of special flood hazard established in *Section 10.3(B)*, are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, therefore, the following provisions shall apply:
   a. All *Buildings* shall be located five feet landward of the reach of the mean high tide;
   b. All buildings shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than five feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with *Section 10.5(B)(4)(h).*
   c. All buildings or *Structures* shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the South *Florida Building Code*.
   d. A registered professional engineer or architect shall certify that the design, specifications, and plans for construction are in compliance with the provisions

contained in *Section 10.5(B)(4)(b)* and *Section 10.4(B)(4)(c).*

e. There shall be no fill used as structural support. Noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free from obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The *Building Official* shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
   (1) Particle composition of fill material does not have a tendency for excessive natural compaction;
   (2) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
   (3) Slope of fill will not cause wave run-up or ramping.

f. There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage~~;~~.

g. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action, without damage to structural integrity of the building on which they are to be used and provided the following design specifications are met:
   (1) No solid walls shall be allowed, and;
   (2) Material shall consist of lattice or mesh screening only.

h. If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.

i. Prior to construction, plans for any buildings that will have lattice work or decorative screening must be submitted to the ~~b~~Building ~~o~~Official for approval;

j. Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in *Section 10.5(B)(4)(h)* and *Section 10.5(B)(4)(i).*

C. *Standards for subdivision proposals*.
   1. All subdivision proposals shall be consistent with the need to minimize flood damage;
   2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
   3. All subdivision proposals shall have adequate drainage provided to reduce exposure to

flood hazards; and

4. Base flood elevation data shall be provided for subdivision proposals and other proposed development.

CHAPTER 11, SIGNS

§ 11.1 – Purpose.

The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of *Street* graphics and *Signs* and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

§ 11.2 – Definitions.

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a *Building*, *Structure*, or land and which directs attention to a product, place, activity, person, institution, or business.
2. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).
3. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, *Mural* background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.
4. *Sign area, multi-faced*. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.
5. *Sign, detached*. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a *Fence* or *Wall*, not a part of a building, shall be considered a detached sign.
6. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").
7. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of

any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

8. *Sign, identification*. A sign which indicates the name of a use, owner, activity, business, or enterprise.

9. *Sign, outdoor advertising display* (character).

J. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

K. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

L. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

M. *Banners, streamers, spinners, and pennants*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

N. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

O. *Double-faced sign*. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

P. *Flashing sign*. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

10. *Sign, outdoor advertising display* (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:

A. *Combination sign*. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

B. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

C. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

D. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

E. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a *Building*, when such canopy or covered structure extends beyond the building, *Building Line*, or *Property Line*.

F. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

G. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a *Wall*, building, or overhang.

H. *Projected sign*. Any sign which is affixed to any building wall or *Structure* and extends beyond the building wall, structure, building line, or property line more than 18 inches.

I. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

J. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

K. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.

L. *Shingle sign*. Any projection or *Wall Sign* not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

M. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

N. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

11. *Sign, outdoor advertising display* (usage).

A. *Changeable copy sign*. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

B. *Directory sign*. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, ~~church~~ *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

C. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the *Building* and *Planning and Zoning Official* a transfer (assignment) of all parts of ~~his~~ the computed eligibility to the lessee.

D. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

E. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

12. *Outdoor advertising display: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

A. *Outdoor advertising display: premises*. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

B. *Point of purchase sign*. Any *Structure*, device, display board, screen, surface, or *Wall* with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

C. *Facade*. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

D. *Frontage*. That part of the building that faces a public thoroughfare.

13. *Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary

construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term “temporary sign” shall not include any substitution of message on an existing lawful sign or sign structure.

14. *Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.

15. *Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

§ 11.3 – Existing ~~N~~nonconforming ~~S~~signs, ~~R~~removal.

A. It is the intent of this ~~s~~Section to recognize that the eventual elimination of existing *Signs* that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the *Village* as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.

B. Any sign which is nonconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the *Village Commission* may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.

C. Any sign, including the supporting *Structure*, now or hereafter existing, which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the *Building Official* or other official as designated by the *Village Manager*.

D. Snipe signs shall be removed immediately.

E. A nonconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provision of this ULDC.

§ 11.4 – Regulations and ~~S~~specifications.

General regulations governing signs. For additional sign standards specific to the T6-24 and T6-30 transect zones, see Chapter 15, including *Section 15.6.E*, and *15.6.F*.

A. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Interference with the public.

   a. The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public *Streets* or sidewalks.

   b. Safety requirements.

      (1) No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

      (2) Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the *Police Department* and confirmed by the *Village Commission*.

2. Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.

3. Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.

4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.

5. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a *Building* in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.

6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any *Structure* within the limits of any *Streets* within the *Village*.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the *Right-of-Way* of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

B. *Regulations governing specific types of signage.*

1. Prohibited sign situations, features and locations:

1(a).Signs within or upon public property and rights-of-way.

2(b).Pole (ground) signs projecting over rights-of-way.

3(c).Flashing, activated, ~~and~~ moving, and animated signs.

4.Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.

5.Roof signs.

6. Snipe and sandwich signs.

7. Illuminated signs:

(a) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.

(b) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

§ 11.5 – Sign ~~P~~permits and ~~F~~fees.

A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the *Building Official* or other official as designated by the *Village Manager*.

1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of *Signs* applied for, and the wording of the sign or advertisement to be carried on the sign. For *Buildings* over three stories, the scale shall be 1/8″ = 1′ 0″. A separate scaled drawing shall be prepared at ½ = 1′ 0″ showing dimensions, sizes, colors, materials, and method of installation.

2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null, and void and a new permit shall be required.

B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be

held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.

C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

§ 11.6 – Exempted ~~S~~signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the ~~South~~ *Florida Building Code* and in accordance with *Section 11.9.* See also Chapter 15, *Section 15.2.F.*

A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.

B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.

C. Temporary signs which meet the criteria of *Section 11.7.*

D. National flags and flags of political subdivisions of the United States, provided that mounting of the flag adheres to *Section 8.13(N).*

E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.

F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.

G. Signs posted by the *Village.*

§ 11.7 – Temporary ~~S~~signs ~~Permits~~

A. *Scope*.

Notwithstanding anything to the contrary in the Village's Unified Land Development Code or in any other ordinance or code provision of the *Village*, the provisions of this section shall govern

the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

B. *Purpose and intent*.

It is the purpose of these sign regulations to promote ~~the~~ public health, safety, and general welfare through reasonable, consistent, and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the *Village Commission* that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:

1. Encourage the effective use of signs as a means of communication in the Village;
2. Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
3. Improve pedestrian and traffic safety;
4. Minimize the possible adverse impact of temporary signs on nearby public and private property;
5. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
6. Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
7. Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
8. Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
9. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the *Village*;

10. Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and

11. Enable the fair and consistent enforcement of these temporary sign regulations.

C. Duration ~~for temporary signs~~.

If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven (7) days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.

1. Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.

2. Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

3. Exemptions from permitting. A temporary sign does not require a permit from the Village.

4. All "for sale," "for lease" or "for rent" signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

5. Open house signs may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be in place for more than 48 continuous hours.

6. "For sale," "for lease," "for rent" and open house signs may only be installed on the property to which they refer.

D. *Standards.*

Within each *Village Zoning District*, temporary signs shall conform to the following criteria:

	Single Family Residential RS-1, RS-2	**Multi-Family RM-40, RM-70**	**Commercial CG**
Maximum Number of Signs Allowed Per ~~Parcel~~Frontage	~~3~~1	~~3~~2	~~4~~2
Maximum Sign Area	3 sf	12 sf (RM-40) 20 sf (RM-70)	40 sf
Sign Height Maximum for a Freestanding Sign	4 ft	~~24~~10 ft	~~24~~10 ft
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft	24 ft	24 ft

Minimum Sign Setback for Ground Signs	2 ft	~~2~~5 ft	~~2~~5 ft
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)	15 ft	15 ft	15 ft
Maximum Aggregate ~~Maximum of Surface~~ Area ~~Allocated~~ for All Sign Messages	12 sf per frontage	~~1~~20 sf per frontage	~~16~~40 sf per frontage

~~D~~E. *Additional standards for temporary signs.*

For additional temporary sign standards in the T6-24 and T6-30 transect zones, see *Chapter 15*.

§ 11.8 – Maintenance, abandonment and r~~R~~emoval of ~~S~~signs.

A. All signs must be maintained in a condition or state of equivalent quality to which was approved or required by the Village.

B. Any *Sign* ~~previously~~ associated with a vacated premise shall be removed from the premises by either the owner or lessee not later than thirty (30) days from the time such activity ceases to exist.

C. If the use is not reestablished or a new use is not established within two (2) years and a replacement sign face conforming to this Code installed, then the entire sign structure and mounting hardware must be removed.

§ 11.9 – District ~~S~~sign ~~R~~regulations

A. *Single-Family Residential (RS-1, RS-2) Districts*.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the *Dwelling* or *Building*.

B. *Multifamily Residential (RM-40, RM-70) Districts*.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the ~~South~~ *Florida Building Code*, shall also be permitted.

2. A nonilluminated, flat, or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a *Multifamily Dwelling*, group of multifamily dwellings, or the name of the *Motel* or *Hotel.* In the case of a detached sign, it shall not be located in any required rear or *Side Yard* setback area, nor closer than ten feet from the front *Property Line*, nor shall any part of the sign be more than ten feet above the

ground.

3. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the *Building*.

C. *Commercial (CG) District*.

No sign will be allowed in this district except the following and temporary signs meeting the criteria of *Section 11.7* or the exemptions allowed in *Section 11.6*:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the ~~South~~ *Florida Building Code*, shall also be permitted.

2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building *Storefront* is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one *Street*, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.
    a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.
    b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

3. For properties with bay frontage, an additional attached sign is allowed on the bayside façade not to exceed 10% of the façade area, with lettering not to exceed 100 square feet.

4. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight (8) feet. It shall project no more than four (4) feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.

All adjacent contiguous, retail and service establishments located in premises under the

same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.

5. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

D. *T-6 24 and T6-30 ŧTransect ≠Zones*.

For sign standards within the T6 ŧTransect ≠Zone, see Chapter 15, *Section 15.2.F.*

§ 11.10 – Variances to sign regulations.

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning and would benefit the community. The standards for granting the planning variance are:

A. The sign variance must relate to a particular piece of land;

B. The sign variance can be granted without substantial detriment to the public good;

C. The benefits of the deviation would outweigh any detriment; and,

D. The variance would not substantially impair the intent or purpose of the Village's *Comprehensive Plan* and/or *Zoning Ordinance*.

§ 11.11 – Universal Design and American with Disabilities Act (ADA) Compliance.

ADA-compliant signage is required in certain specific interior spaces and to identify or provide direction to certain rooms or spaces such as bathrooms, exits, and the like. Exterior signage may also be designed and installed per ADA standards.

In order to be considered ADA-compliant, signs need to be designed with a non-glare finish and high level of contrast, using specific font and character properties specified in the American with Disabilities Act. In addition, ADA-compliant signs must have corresponding Braille text and be mounted at certain locations (such as adjacent to a door) and at certain heights (no less than 48 inches and no more than 60 inches above the finished floor or ground surface).

ADA compliant signage may include Braille dots, visual characters, raised characters (also called tactile characters), and/or pictograms, depending on the area or room the sign is identifying.

CHAPTER 12, ADULT ENTERTAINMENT

§ 12.1 – Purpose.

A. *Purpose*.

In the development and enforcement of this section, it is recognized that there are adult entertainment uses, which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given locations thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to protect the well-being of the youth of the *Village* from objectionable operational characteristics of these adult entertainment uses by to locating adult oriented activities away from residential areas and public facilities used frequently by minors such as schools, religious facilities, parks, libraries, playgrounds, and day care centers. The Village finds that, just as advertising is designed to stimulate one's appetite for desired goods and services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied and encourages criminal sexual behavior.

In recognition of the protections afforded to the citizens of the United States under the *First* and *Fourteenth Amendments* to the Constitution of the United States, it is neither the intent nor the effect of this ~~s~~Section to:

1. Inhibit freedom of speech or the press; or
2. Impose a limitation or restriction on the content of any communicative materials, including sexually oriented materials; or
3. Restrict or deny access by adults to sexually oriented materials protected by the First Amendment; or
4. Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

This ~~s~~Section balances the legitimate governmental purposes of the Village against the above-described constitutional rights, by imposing incidental, content-neutral place, time, and manner regulations of adult entertainment establishments without limiting alternative avenues of communication. The special regulations deemed necessary to control the undesirable effects arising from these enterprises are set forth in this ~~s~~Section.

B. *Findings*.

Based on the evidence and testimony presented before the *Village Commission* and on the findings incorporated in (i) "Survey of Texas Appraisers - Secondary Effects of Sexually-Oriented Businesses on Market Values" study by Connie B. Cooper, FAICP and Eric Damian Kelly, FAICP in association with David C. Keuhl, Ph.D. and Shawn Wilson, MAI (2008)(Texas); (ii) "Crime-Related Secondary Effects - Secondary Effects of "Off-Site" Sexually Oriented Businesses" study by Richard McCleary, Ph.D. in association with Alexi Alexander, J.D., Larry Bush, M.A., and Mark Vasquez, B.A. (2008)(Texas); (iii) "Crime-Related Secondary Effects of Sexually-Oriented Businesses: Report To The City Attorney" by Richard McCleary, Ph.D.

(2007)(Los Angeles, California); (iv) "Survey of Findings and Recommendations of Sexually Oriented Businesses" by Eric Damian Kelly, Ph.D. FAICP and Connie B. Cooper, FAICP (August 2002)(Toledo, Ohio); (v) "A Report on the Secondary Impacts of Adult Use Businesses in the City of Denver," by the Zoning Administration, Office of Planning and Development, Department of Public Safety, Department of Excise and Licenses, Assessor's Office, and in consultation with the City Attorney's Office, Denver, Colorado (January 1998); (vi) "Sexually Oriented Business Ordinance Revision Committee Legislative Report, Houston, Texas (January 7, 1997); (vii) "Adult Use Study," by the Newport News Department of Planning and Development, Newport News, Virginia (March 1996); (viii) "Report to American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses," by Peter R. Hecht, Ph.D. of the Environmental Research Group (March 31, 1996); (ix) "Adult Entertainment Study" by Department of City Planning, City of New York (November 1994); (x) The "Adams County Nude Entertainment Study" by the Adam's County Sheriffs Department (1991)(Colorado); (xi) "Effects of Adult Entertainment Businesses on Residential Neighborhoods," by the Department of Planning, Research and Development, City of El Paso, TX (Sept. 26, 1986); (xii) "NLC Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually-oriented Businesses," National Law Center for Children and Families, 1991, 1994, 1996, 1997, 1999, 2000, 2001, 2002, 2005; the Village Commission finds as follows:

1. Establishments exist or may exist within the Village where books, magazines, motion pictures, videos, prints, photographs, periodicals, records, novelties, and devices that depict, illustrate, describe, or relate to specified sexual activities are possessed, displayed, exhibited, distributed, and sold.

2. Establishments exist or may exist within the Village where:
   a. The superficial tissues of one person are manipulated, rubbed, stroked, kneaded, or tapped by a second person, accompanied by the display or exposure of specified anatomical areas:

   b. Dancers, entertainers, performers, or other individuals, who, for forms of commercial gain, perform or are presented while displaying or exposing specified anatomical areas: or

   c. Lap dancing occurs.

3. The activities described in *subsections (1)* and *(2)* occur at establishments for the purpose of making a profit and, as such, are subject to regulation by the Village in the interest of the health, safety, and general welfare of Village residents.

4. The competitive commercial exploitation of such nudity and semi-nudity is adverse to the public's interest, quality of life, tone of commerce, and total community environment.

5. The commercial exploitation of nudity and semi-nudity consists of the use of nude and seminude entertainment in connection with or for the promotion of the sale of goods or services, and the receipt of money by the person engaging in nude or seminude entertainment in exchange for or as consideration for nude or seminude performance by

such individuals.

6. The commercial exploitation of nude and seminude acts, exhibitions, and nude entertainment occurs frequently at commercial establishments either selling or allowing consumption of *Alcoholic Beverages* on the premises.

7. There is a direct relationship between the consumption of alcoholic beverages and the nude and seminude activities mentioned above, and an increase in criminal activities, disturbances of the peace and good order of the community. The occurrence of these activities is hazardous to the health and the safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole.

8. The combination of the sale and consumption of alcoholic beverages with the performance of nude and seminude acts, exhibitions and entertainment is adverse to the public's interest and the quality of life, tone of commerce, and total community environment in the *Village*.

9. To promote and preserve the public peace and good order and to safeguard the health, safety, and welfare of the community and its citizens, it is necessary and advisable for the Village to prohibit nude and seminude acts, exhibitions, and entertainment establishments at which alcoholic beverages are, or are available to be~~.~~ sold or consumed.

10. There is a direct relationship between the display or depiction of specified anatomical areas as defined in this ~~c~~Chapter and an increase in criminal activities and disturbances of the peace and good order of the community, and the occurrence of these activities is hazardous to the health and safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole. These secondary effects are adverse to the public's interest and quality of life, tone of commerce, and total community environment in the Village.

11. When the activities described in *subsections (1)* and *(2)* take place in establishments within the Village, other activities that are illegal or unhealthy tend to accompany them, concentrate around them, and be aggravated by them. Such other activities include, but are not limited to, prostitution, solicitation for prostitution, lewd and lascivious behavior, possession, distribution and transportation of obscene materials, sale or possession of controlled substances, and violent crimes against persons and property.

12. When the activities described in *subsections (1)* and *(2)* are present in establishments within the Village, they tend to blight neighborhoods, adversely affect neighboring businesses, lower property values, foster an atmosphere that promotes crime, and ultimately lead residents and businesses to move to other locations.

13. The establishments used for the activities described in *subsections (1)* and *(2)* are frequently used for unlawful and unhealthy sexual activities, including prostitution and sexual liaisons of a casual nature.

14. To preserve and safeguard the health, safety, and general welfare of the people of the Village, it is necessary and advisable for the Village to obtain sufficient information regarding the owners of establishments where the activities described in *subsections (1)* and *(2)* occur in order to preclude the involvement of organized crime.

C. *Authority*.

This section is enacted pursuant to the Village's home rule power to enact regulations to protect the public health, safety, and general welfare of the residents of the Village; and the Village's authority to regulate the sale and consumption of alcoholic beverages under the *Twenty-First Amendment* of the Constitution of the United States.

§ 12.2 – Definitions.

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the terms relevant to this ~~s~~Section provided in *Chapter 119* Code of Ordinances.

1. *Adult entertainment establishment* shall mean:
   A. Any adult arcade, adult theater, adult bookstore/adult video store, adult modeling establishment, adult motel, encounter studio, or adult dancing establishment as these uses are defined in Chapter 119 Code of Ordinances; or any other establishment or business operated for commercial gain where any employee, operator or owner exposes his or her specified anatomical area for viewing by patrons, including but not limited to massage establishments, whether or not licensed pursuant to *Chapter 480*, Florida Statutes, tanning salons, modeling studios, or lingerie studios.

   B. Any establishment where an action is taken which is intended to amuse and which is distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas or which features topless dancers, exotic dancers, strippers, male or female impersonators, the modeling of clothing revealing, or less than completely and opaquely covering, specified anatomical areas, or similar activities.

   C. An adult entertainment establishment shall include the entire site on which the adult entertainment establishment is located, including the exterior and interior of the establishment, or any portion thereof, upon which the activities or operations described in *subsections (1)* and *(2)* above are being conducted for commercial gain.

   D. Excluded from this definition are any educational institutions, as defined in Chapter 119 Code of Ordinances, where the exposure of specified anatomical areas is associated with a curriculum or program.

   E. An establishment that possesses an adult entertainment license is presumed to be an adult entertainment establishment.

2. *Adult material* shall mean any one or more of the following, regardless of whether it is new or used:
   A. Books, magazines, periodicals or other printed matter, photographs, films, motion

pictures, video cassettes, slides, or other visual representations; recordings, other audio matter; and novelties or devices which have as their primary or dominant theme subject matter depicting, exhibiting, illustrating, describing, or relating to specified sexual activities or specified anatomical areas; or

B. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

3. *Massage establishment* shall mean:

A. Any shop, parlor, establishment, or place of business wherein all of any one or more of the following named subjects and methods of treatments are administered or practiced: body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), apply such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage, or tapotement.

B. Provided, however, that, for the purpose of this section, the terms "massage establishment" shall not include any massage establishment wherein at least one state licensed massage therapist is employed and on duty full time during the hours opened for business.

C. Nothing in this section shall be construed as applying to state licensed massage therapist, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants of employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, or employee acting in the course of such agency, service or employment under the supervision of the licensee.

§ 12.3 – Permitted ~~U~~use ~~S~~schedule.

Adult entertainment establishments are permitted in the *General Commercial (CG) Zoning district*, subject to distance requirements set forth below.

§ 12.4 – Regulations.

A. *Required approval.*

An application for an adult entertainment establishment requires the approval of the *Village Commission* after a public hearing. No application for an adult entertainment establishment shall be presented to the Village Commission unless it satisfies the following requirements:

1. The adult entertainment establishment must be located on a parcel of land located in the CG zoning district.

2. The adult entertainment establishment must be located:

a. At least 500 feet from any residentially zoned district as designated on the Village's official *Zoning District Map*, and at least 500 feet from any property on which over 25 percent of the floor area is devoted to residential use; and

b. At least 500 feet from any area of land upon which a religious facility, public school,

private school, public park, public playground, library, daycare center or nursery for children is located; and

c. At least 500 feet from any *Hotel* or *Motel*; and

d. At least 1,000 feet of from any parcel of land upon which another adult entertainment establishment is located; and

e. At least 350 feet from a *Building* that contains a business that sells or dispenses *Alcohol.*

3. No variance shall be granted to the spacing requirements of subsection (2) above.

4. The minimum distance separation shall be measured by following a straight line from any portion of the building used for such purpose, or any building located on the property, of the adult entertainment establishment to:
   a. The nearest point of the property designated as residential on the Village's official zoning district map; or

   b. The nearest point of the residential area of any property on which over 25 percent of the floor area is devoted to residential use; or

   c. The nearest point of any area used for a religious facility, public school, private school, public park, playground, library, daycare center or nursery for children, hotel, or motel.

5. In cases where a minimum distance is required between an adult entertainment establishment and another adult entertainment establishment, or an establishment licensed to sell or serve alcohol, the distance under this section shall be measured from the *Building Line* of the existing licensee to the building line of the proposed licensee and shall be the airline distance between the two buildings.

6. The applicant must show a possessory interest in the property (ownership, leasehold, or contract to purchase/lease) by sufficient documentation.

B. *Expiration of approval.*

Approval of an adult entertainment establishment shall lapse after 24 months unless:

1. A business tax receipt or building permit has been issued, or

2. The next phase of development has been initiated, or

3. The *Village Commission* has specified a longer approval period.

C. *Application requirements.*

An application for approval of an adult entertainment establishment shall, in addition to the requirements of *Chapter 5* of the Village Code of Ordinances, include:

1. A property survey by a registered surveyor;

2. A letter of intent;

3. Certified distance survey from a registered land surveyor in the state showing that such

use meets the distance requirements as set forth in this section. Such sketch shall indicate the distance between the proposed adult entertainment establishment and:

a. Any other adult entertainment establishment; and

b. Any establishment licensed to sell or serve *Alcohol*; and

c. Any area used for a religious facility, public school, private school, public park, public library, playgrounds, day care center or nursery for children, *Hotel,* or *Motel*; and

d. Any *Residential Zoning District*; and

e. The residential area of any property on which over 25 percent of the floor area is devoted to residential use.

Each sketch shall indicate all such distances and routes. In case of a dispute, the measurement scaled by the *Village* shall govern.

4. Where the use includes a vehicular use area or landscaped buffer, a proposed landscape plan and information regarding permanent maintenance arrangements;

5. A neighborhood location map showing all surrounding zoning, land use designations and existing uses located within 500 feet of the proposed site;

6. Documents establishing ownership of the property, valid leasehold, or a contractual interest in a future ownership or leasehold.

7. The proposed activities and specific type of adult entertainment establishment proposed.

8. For adult entertainment establishments to be established in new construction, a sketch and description showing all new and existing structures on the property, interior layouts, and proposed parking areas.

9. For adult entertainment establishments to be established in redeveloped sites, a sketch and description or building plan that details all proposed interior and exterior changes to any existing *Building* or *Structure*.

D. *Review of applications.*

Applications shall be reviewed and be approved or denied by the *Village Commission* within 60 days of the applicant filing a complete application with the *Village*, as follows:

1. No application shall be accepted until it is deemed complete by the *Village Planner*.

2. The Village Planner shall review all of the information submitted to determine conformity with this ~~s~~Section.

3. The submitted application will be reviewed for completeness within 20 business days, and any corrections, revisions or deficiencies provided to the applicant within that 20-day period.

4. Upon each re-submittal of corrected plans, the Village Planner shall have ten business days to review the application and provide any corrections, revisions, or deficiencies to the applicant. This process shall continue until the applicant has submitted a complete

application, or demands that the application be reviewed as is, without further revisions.

5. If an applicant fails to provide additional information as requested by the Village Planner within two months of the request or respond to the Village Planner with a time when the information will be submitted, the application shall be deemed to be withdrawn by the applicant. The applicant shall be entitled to one 60-day extension upon request, providing the request for extension is granted prior to the expiration of the two-month period.

6. The Village Commission shall approve or deny the permit within 60 days of the Village's receipt of the complete application, or the applicant's demand for review as submitted, based on whether it complies with the requirements of this section. A written notice of the Village Commission's decision shall be provided to the applicant, either in the form of an approved permit or written notice of denial. Such notice shall describe the applicant's appeal rights and be provided to the applicant within ten (10) business days of the decision.

E. *Minimum space requirements.*

An adult dancing establishment shall be subject to the minimum space requirements (for parking) as provided for "Restaurants, Lounges and Nightclubs," in *Section 9.3(C)(3)* of this Code.

F. *Regulation of obscenity subject to state law.*

It is not the intent of the *Village Commission* to legislate with respect to matters of obscenity. These matters are regulated and preempted by general law.

G. *Regulation of massage establishments subject to state law*.

It is not the intent of the Village Commission to legislate, limit, or conflict with respect to matters pertaining to massage establishments that are regulated by state agency, the department of business and professional regulation, board of massage, and by general law, *Chapter 480*, Florida Statutes.

H. *Appeal*.

The applicant may appeal the decision of the Village Commission by filing a timely notice of appeal with any court of competent jurisdiction in Miami-Dade County in accordance with applicable law and court rules.

CHAPTER 13, VACATION RENTAL LICENSES

PART 1
REGULATIONS FOR LEGAL NONCONFORMING VACATION RENTAL LICENSES

DIVISION 1, GENERAL PROVISIONS

§ 13.1 - Legislative intent, purpose, and findings.

A. *Intent*.

Vacation rentals are prohibited in the *Village's Residential Districts*. Since before June 1, 2011 and through the present, through its *Comprehensive Plan* and Unified Land Development Code (which was comprised of the Village's Land Development Regulations and Zoning Code until the adoption of *Ordinance No. 2017-007* on September 19, 2017), the *Village* has consistently provided that residential districts are intended for permanent housing. The provisions of the current Comprehensive Plan and ULDC, although amended after 2011, are identical in providing only for permanent housing in the Village's residential zoning districts, and are otherwise materially and substantially consistent with the Village's pre-2011 Comprehensive Plan and Land Development Regulations. Despite this, the Village previously created, and issued licenses pursuant to, a Vacation Rental License Program codified in a prior *Chapter 13* of the ULDC by *Ordinance No. 2016-005*, as amended, which was not consistent with these standards and, by virtue of its non-severability, has been found void *ab initio* along with all amendments thereto.

B. *Purpose*.

The purpose of this Part 1 of this Chapter is to recognize the existence of legal nonconforming vacation rental licenses for the reasons set forth below and authorize the licensees' ability to operate the licensed property as a vacation rental in a way that curbs their negative impacts and promotes public health, safety, welfare, and convenience through regulations and standards for short-term vacation rental properties by providing:

1. For the continued existence of vacation rental license as long as the same ownership remains, consistent with the prior Chapter 13;
2. For safety and operational requirement;
3. For parking standards;
4. For solid waste handling and containment;
5. For licensure requiring posting of vacation rental information; and
6. For administration, penalties and enforcement.

C. *Findings*.

1. The Village's Pre-2011 Comprehensive Plan Required, and the Current Comprehensive Plan Continues to Require, Permanent Housing in Residential Districts.

The Village's *Comprehensive Plan* has consistently required that residential districts be used for permanent housing since before 2011. The December 11, 2007 amendments to the Village's Comprehensive Plan, the last amendments prior to 2011 that amended the *Future Land Use Element* of the Comprehensive plan, provides the same language regarding permanent housing as the Village's current Comprehensive Plan. Specifically, *Policy 2.1.1a* of the Future Land Use Element of the pre-2011 Comprehensive Plan provides that it is the Village's policy to adopt, among other land use categories, a residential category "with dwelling units used for permanent housing." Similarly, the current Comprehensive Plan provide in *Policy 2.1.2* of the Future Land Use Element that it is the Village's policy to adopt, among other land use categories, a residential category "with *Dwelling Units* used for permanent housing."

2. The Village's Pre-2011 Comprehensive Plan Required, and the Current Comprehensive Plan Continues to Require, Permanent Housing in Residential Districts.

As reflected in its *Comprehensive Plan* and land development regulations, it has been -since before June 1, 2011- and remains the Village's intent, policy, and law, that residential lands be used for permanent housing, and both the plain meaning of "permanent resident" and its treatment in the Village's Comprehensive Plan and ULDC excludes transient or temporary housing from the Village's residential zoning districts.

Pursuant to *Chapter 163, Part II*, Florida Statues, on September 19, 2017, the *Village Commission* adopted *Ordinance No. 2017-007* which repealed the Village's Consolidated Land Development Regulations, repealed *Chapter 152*, "Zoning" of the Village's Code of Ordinances, repealed *Chapter 155* "Design Guideline Standards" of the Village's Code of Ordinances, and created the Village's Unified Land Development Code (the "ULDC"). With the adoption of *Ordinance No. 2017-007* on September 19, 2017, the Village's Zoning Code (*Chapter 152* of the Code of Ordinances) and Land Development Regulations were consolidated into the ULDC is materially and substantially the same as the Land Development Regulations in requiring that the residential districts be used or intended to be used for permanent housing.

Prior to 2011 and up to and including the present, *Section 3.2.1* of the Village's Land Development Regulations provided for residential districts, which were described to encompass "all areas with dwelling units used or to be used for permanent housing." (See Supplement 5 of August 31, 2007). Upon adopting the ULDC, the Village's existing, pre-2011 policy that the Village's residential districts be used or intended to be used for permanent housing was carried forward in the Village's ULDC.

The intent of the ULDC provides for the relationship between the ULDC and the Comprehensive Plan. *Section 2.1* of the ULDC states, "The future land use element of the adopted Comprehensive Plan for North Bay Village describes the Future Land Use categories within the Village. These land use categories are illustrated on the future land use map in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the future land use map. The Unified Land Development Code

is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other Village regulation, the provisions of the Comprehensive Plan shall take precedence."

The introduction of *Section 2.2* of the ULDC provides, "The future land use categories defined in the future land use element and delineated on the future land map in said element shall be the determinants of permissible activities on any parcel of land within the *Village*. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The *Zoning Districts* and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and Future Land Use Map in the Comprehensive Plan. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence."

Section 2.2(A) of the ULDC provides, "There are three residential future land use categories in the Village's Comprehensive Plan that are applied to lands throughout the Village. Lands located within these categories are to be devoted to *Dwelling Units* used or intended to be used for permanent housing."

Sections 3.2.2., *3.2.4.*, and *3.4.2.* of the pre-2011 Land Development Regulations specifically provided for transient residential uses in the commercial and *Mixed-Use Zoning Districts* of the Village, while none of the residential zoning districts provided for such uses.

In a singular manner, *Section 152.031* of the pre-2011 zoning code specifically provides for tourist accommodations, *Hotels*, *Motels*, time-shares, and other forms of transient lodging or units as uses permitted in the Limited Commercial zoning district, while none of the Village's residential zoning districts provided for such uses.

The distinction between residential zoning districts providing for permanent housing and commercial/mixed use zoning districts providing for transient housing remains in effect to date. See *Sections 2.2.A.* and *B*. and *8.10.E* of the ULDC.

3. The Village's Charter Supports Residential Uses Only for North Bay Island.

The Village's interests in protecting lands to be used for permanent housing are further bolstered by *Section 9.07*, "North Bay Island Zoning" of the ~~Vilage~~ Village Charter, which provides, and has provided since before June 1, 2011, that "Land use and future development of North Bay Island in the Village is hereby restricted to single family residential usage."

4. The Village's Requirement of Permanent Housing in Residential Districts Existed Prior to the State's Preemption of Vacation Rental Regulation, and Remains in Effect, and is Therefore *Legal Nonconforming*.

Chapter 509, Florida Statues provides the regulatory framework for public lodging establishments. The State of Florida has preempted the regulation of the operation of public lodging establishments in *Section 509.032(7)*, Fla. Statues. *Section 509.013(4)(a)(2)*, Florida

Statues, defines a "nontransient public lodging establishment" as "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests for periods of at least 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests for periods of at least 30 days or 1 calendar month." *Section 509.013(4)(a)(1),* Florida Statues, defines a "transient public lodging establishment" as "any unit, group of units, dwelling, building, or group of buildings within a single complex of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests."

In 2011, the Florida Legislature created a new classification of public lodging establishment known as "vacation rental" defined in *Section 509.242(1)(c),* Florida Statues, as "any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling units that is also a transient public lodging establishment but that is not a timeshare project." Also in 2011, the Florida Legislature expanded the preemption of local regulation by adopting the following language in *Section 509.031(7)(b),* Florida Statues (2011): "A local law, ordinance, or regulation may not restrict the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals based solely on their classification, use, or occupancy. This paragraph does not apply to any law, ordinance, or regulation adopted on or before June 1, 2011."

A version of this preemption remains in place with the same date as follows: "A local law, ordinance, or regulation may not prohibit vacation rentals or, regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011." See *Section 509.032(7)(b)*, Florida Statues (2021).

On April 12, 2016, the *Village Commission* adopted *Ordinance No. 2016-005* to amend *Chapter 152*, "Zoning" of the Village's Code to create *Section 152.112*, "Vacation Rental License Program" allowing persons to obtain licenses to operate single-family houses or dwelling units as vacation rental in the Village's *RS-1 and RS-2 Residential Zoning Districts*, which licenses were nontransferable (the "Vacation Rental Regulations").

The Vacation Rental Regulations were amended and renumbered by several ordinances. On December 13, 2016, the Village Commission adopted *Ordinance No. 2016-010* to make the *RM-40* and *RM-70 Zoning Districts* subject to the Village's Vacation Rental Regulations. On September 19, 2017, upon adoption of the ULDC, the Village's Vacation Rental Regulations previously set forth in *Section 152.112* were renumbered and set forth in Chapter 13 of the ULDC, but were otherwise unchanged. On January 9, 2018, the Village Commission adopted *Ordinance No. 2018-002*, further modifying the Vacation Rental Regulations to intensify notice, application, requirements, and code violation penalties. Collectively, *Ordinance Nos. 2016-005*, *2060-010*, *2018-002*, and *2019-013*, which were previously codified in Chapter 13 of the ULDC, are referred to as the "Vacation Rental Ordinances."

Section 5 of *Ordinance No. 2016-005* adopting the Vacation Rental Regulations provides that "The provisions of this Ordinance are declared to be non-severable and if any section,

sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety." In light of the Village's *Comprehensive Plan*, Charter, and land development regulations (as currently set forth in the ULDC and as previously provided in *Chapter 152*, "Zoning" and separate Land Development Regulations), all of which provide that residential districts must be used for permanent housing, the Village Commission has found that the Vacation Rental Ordinances are invalid, as vacation rentals are not permanent housing and were prohibited in the Village's residential districts since before June 1, 2011.

For the foregoing reasons, the Village Commission has found that the Vacation Rental Ordinances were void *ab initio* and has repealed the Vacation Rental Ordinances from the ULDC concurrently with the adoption of this Part 1 of this Chapter.

5. Intent to Provide for Legal Nonconforming Right of Existing License Holders and Regulations Related To Their Operations.

Despite finding that the Vacation Rental Ordinances are void, the Village Commission recognizes that there are property owners who have relied upon these ordinances in good faith to their substantial detriment, and have applied for and received a Vacation Rental License pursuant to the Vacation Rental Ordinances that were effective as to each owner but were not transferrable (the "Existing License Holders").

The Village Commission therefore recognizes the legal nonconforming right of the Existing License Holders to continue using their properties as vacation rentals, subject to their continued compliance with the regulations provided in this Part 1 of this Chapter.

§ 13.2 – Definitions.

For the purpose of this Part 1 of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. *Agent.* A person or entity retained by an owner to carry out the duties and functions of an owner. All references to "owner" in this Part 1 of this Chapter shall be construed to include a designated agent. The owner must notify the *Village* in writing, on a form provided by the Village, of the identity and contact information of such agent, the vacation rental for which the agent is designated, and the specific duties that the agent will be performing for the owner. The owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set y resolution by the *Village Commission*. The owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.

2. *Bedroom*. A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets, and storage space.

3. *License.* A vacation rental license issued by the Village.

4. *Occupant*. Any person who occupies, either during the day or overnight, a vacation rental.

5. *Owner.* Is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the owner is not an individual, each and every person who owns ~~10~~ ten percent (10%) or more of the equitable interest in the vacation rental shall also be deemed an owner. Includes an agent designated by the owner to perform the duties and functions of the owner.

6. *Transient public lodging establishment.* Any unit, group of units, *Dwelling*, *Building* or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or ~~1~~ one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

7. *Vacation rental*. Any individually or collectively owned *Single-* or *Multi-Family House* or *Dwelling Unit* that is also a transient public lodging establishment, and is located in an area zoned *RS-1, RS-2, RM-40, or RM-70*. Includes the yards, driveways, and curtilage of any detached dwelling unit. For properties with split zoning (where a portion of the *Structure* with residential uses is zoned one of the listed residential districts and a portion is zoned a non-residential district), the property shall be deemed to be non-residentially zoned for purposes of this Chapter and regulated by Part 2. If the portion of the property with non-residential zoning only contains parking or nonresidential uses, then the residential portion of the property shall be deemed residential for purposes of this Chapter and regulated by Part 1.

8. *Vacation rental representative*. The owner or the person designated by the owner of the vacation rental to be called upon to answer and be responsible for the maintenance of the vacation rental and the conduct and acts of occupant(s) of vacation rental properties.

9. *Village*. North Bay Village, Florida, as geographically described in its Charter.

DIVISION 2, VACATION RENTAL LICENSE REQUIRED MAINTENANCE OF VACATION RENTAL LICENSE

§ 13.3 – Active license required.

A. Owners with an application for a license that the *Village* has deemed complete on or prior to July 19, 2022 shall be treated as license holders for purposes of this Division 2 if they diligently pursue the license approval process and obtained a license on or before December 31, 2023.

B. All vacation rentals must hold an active vacation rental license issued by North Bay Village to operate within the Village. A separate vacation rental license shall be required for each vacation rental. The operation of a vacation rental without license shall be a violation of this Part 1 of this Chapter every day of such operation without license shall constitute a separate violation.

C. Advertisement pertaining to a vacation rental shall be consistent with the requirements, restrictions and regulations for vacation rentals and shall contain, at a minimum, the occupancy limit and maximum parking available for the vacation rental. Any advertisement

inconsistent with the requirements, restrictions, regulations of vacation rental license program shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this Part 1 of this Chapter.

§ 13.4 – Application for renewal or modification of a vacation rental license.

A. An owner seeking or modification of a vacation rental license shall submit to the *Village* a completed vacation rental license application in a form promulgated by the Village, together with an *Application Fee* in an amount set by resolution of the *Village Commission*.

B. A complete application for the renewal or modification of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this Part 1 of this Chapter through the following submittals:

1. A completed vacation rental license application form, which must identify:
   a. The name, address, and phone number of the owner, and sworn evidence to demonstrate that this fully discloses all owners of the vacation rental as defined herein;
      i. The address and legal description of the vacation rental; and
      ii. The name, address, and phone number of the vacation rental representative.
2. Payment of applicable fees.
3. A copy of the vacation rental's current and active license as a *Transient Public Lodging Establishment* with the *Florida Department of Business and Professional Regulation*.
4. A copy of the vacation rental's current and active certificate of registration with the *Florida Department of Revenue* for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
5. Evidence of the vacation rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the *Miami-Dade County Tax Collector*.
6. A copy of the current *Local Business Tax Receipt*.
7. *Interior building sketch by floor.* A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout, and demonstrating compliance with the standards and requirements set forth in this Part 1 of this Chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.
8. An exterior site sketch (which may be hand drawn) showing and identifying all *Structures*, pools, spas, hot tubs, *Fencing*, and uses, including the number and the location of all *On-Site And Off-Site Parking Spaces* for the vacation rental, including identifying those parking spaces available for use by occupant(s).

9. Acknowledgement that each bedroom shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the *NFPA*.

10. A section indicating the maximum occupancy of the vacation rental in accordance with *Section 13.14*.

11. A copy of the generic form vacation rental agreement to be used when contracting with occupants.

12. Statement as to whether the entire property, or just a part thereof (i.e., a room or rooms), will be used as a vacation rental.

13. Statement indicating how many times, and for how many days, the property was used as a vacation rental within the previous calendar year.

14. Notarized statement that the vacation rental representative has the permission of the owner and authority to offer the property as a vacation rental and act as the vacation rental representative in accordance with the duties prescribed in *Section 13.9.*

C. Incomplete applications will not be accepted, but will be returned with any fees submitted to the owner with a notation of what items are missing.

D. Vacation rental license applications shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

E. All vacation rental license applications that are not signed by the property owner must be accompanied by a signed and notarized letter providing the consent of the property owner for the application, with acknowledgement that the *Village* may impose, cite, and fine the property for violations of this Part 1 of this Chapter, as well as pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

F. *Enforcement history.* When reviewing an application to renew a vacation rental license, the *Village Manager* or designee shall consider the violation history of the vacation rental identified in the application. If the violation history shows three or more violations of this Part 1 of this Chapter within the preceding 12 months from the application date, the Village Manager or designee shall not renew the vacation rental license unless:

1. All outstanding violations, fines or liens are satisfied and corrected; and

2. A bond, letter of credit, or escrowed funds in the amount of $10,000.00 is provided to the Village, in the form approved by the Village Manager. The bond shall be subject to forfeiture for future violations, as set forth in this Part 1 of this Chapter.

§ 13.5 - Modification of vacation rental license.

An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:

A. Change in the gross square footage.

B. Change in the number of bedrooms.

C. Change in the maximum occupancy.

D. Change in the number of parking spaces, or a change in the location of parking spaces.

E. Change in the number of bathrooms.

F. Any other material modifications that would increase the intensity of use.

§ 13.6 - Duration of vacation rental license.

The vacation rental license shall expire each September 30, and may be annually renewed thereafter by the owner if the vacation rental is in compliance with this Part 1 of this Chapter.

§ 13.7 - Renewal of vacation rental license.

An owner must apply annually for a renewal of the vacation rental license no later than 60 days prior to its expiration.

§ 13.8 - Licenses non-transferable, non-assignable.

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer. Transfers among entities of between legal and beneficial ownership where the same natural person remains in control before and after the transfer shall not be considered a transfer or assignment prohibited by this Section.

DIVISION 3, VACATION RENTAL REPRESENTATIVE

§ 13.9 - Duties of vacation rental representative.

Whenever any vacation rental is required to be registered under this Part 1 of this Chapter, the owner shall be designated as the vacation rental representative or appoint a person to serve as the vacation rental representative. The owner shall notify the *Village Manager* or designee in writing of the appointment within five days of being required to make such appointment, and shall thereafter notify the Village Manager or designee of any change of the vacation rental representative within five days of such change.

The designation of a vacation rental representative does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a vacation rental representative who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statues and ordinances and may be cited for non-compliance with any code, rule, or ordinance applicable to the vacation rental.

Every vacation rental representative shall:

A. Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24-hours a day, seven (7) days a week to handle any problems arising from the vacation rental;

B. Be available with authority to address and coordinate solutions to problems with the vacation rental property 24 hours a day, seven (7) days a week and be physically present at the property within one (1) hour of notification to respond to occurrences including, but not limited to, emergencies, noise complaints, unpermitted events, and occupancy violations when determined by the *Police Department* that the presence of the vacation rental representative is required;

C. Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this Part 1 of this Chapter;

D. Make available to the Village at any time requested a registration log with all occupant(s)' contact information and permanent address;

E. Provide written notice to prospective occupant(s), prior to occupancy of the vacation rental, of the vacation rental standards set forth herein and other applicable laws, ordinances, or regulations concerning noise, public nuisance, vehicle parking, solid waste collection, common area usage and occupancy limits;

F. Ensure compliance with all provisions of this Part 1 of this Chapter and promptly address and report violations of this Part 1 of this Chapter or of such other law or regulation of which the vacation rental representative knows or should know, to the *Village* or law enforcement, as appropriate;

G. Ensure that, at all times, all vehicles associated with The vacation rental are parked within the designated parking spaces and in compliance with the applicable laws, ordinances, and regulations set forth herein;

H. Ensure that all occupant(s) are aware that unauthorized occupants of any *Structure* or conveyance of the property that have been warned by the owner or vacation rental representative to leave and refuse to do so commit the offense of trespass of a structure or conveyance and will be charge under the State of Florida and local law; and

I. Post a *Sign* inside the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative responsible for the property. The sign shall be posted inside if the residence next to the main entrance continuously during any period that the vacation rental license is active.

DIVISION 4, STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 13.10 - General.

The standards and requirements set forth in this ~~s~~Section shall apply to the rental, use, and occupancy of vacation rental in the *Village.*

§ 13.11 - Local phone service required.

At least one landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.

§ 13.12 - ~~PARKING STANDARDS~~ Parking standards.

All parking must comply with this Part 1 of this Chapter, and all other applicable sections of the Village's *Code of Ordinances* and ULDC. In addition, all vehicles associated with the vacation rental, whether in the possession or control of the owner, vacation rental representative, or occupant(s), shall only be parked within a driveway or in a designated parking area as indicated on the vacation rental license application. Occupant(s) shall not be permitted to park more than two vehicles at any one time on the vacation rental property or on the *Street* or swale.

§ 13.13 - Solid waste handling and containment.

Solid waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with *Chapter 94*. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. All solid waste containers shall be placed at curbside or other designated collection area only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

Notice of the location of the ~~trash~~ solid waste storage containers and rules for collection shall be posted inside the vacation rental.

§ 13.14 - Maximum occupancy.

The maximum vacation rental occupancy shall not exceed any of the following standards:

A. Two (2) persons per bedroom. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed;

B. T~~t~~he maximum occupancy shall be limited to ten (10) occupant(s) per vacation rental, the total size of the occupiable space or number of bedrooms notwithstanding;

C. Three (3) occupant(s) per one (1) *Off-Street Parking Space* legally available to the vacation rental, as required by duly approved site plan for the property or as required by the Code; ~~and~~

D. Any person present at the vacation rental after 11:00 p.m. on any night or before 7:00 am on any morning shall be considered an occupant for purposes of calculating maximum occupancy. Gratuitous guests of the occupant(s) do not count towards occupancy if they are not present between the hours of 11:00 pm and 7:00 am, but shall park in the designated locations.

§ 13.15 - Posting of vacation rental information.

Prior to the owner allowing another person to occupy the vacation rental, the owner shall post the following information.

A. In each vacation rental, located ~~outside on the back or~~ next to the main entrance door there shall be posted as a single page the following information:

1. The name, address, and phone number of the vacation rental representative;

2. The maximum occupancy of the vacation rental;

3. A statement advising the occupant(s) that any sound which crosses a property line at a

volume which is unreasonably loud is unlawful within the Village; as per the *Village Noise Ordinance.*

4. A sketch of the location of the designated parking spaces for use by occupant(s) and gratuitous guests;
5. The days and times of trash pickup;
6. The location of the nearest hospital; and
7. The local non-emergency police phone number.

B. A copy of the building evacuation map with a minimum size of 8-1/2" by 11" shall be provided to the occupant(s) upon the start of each vacation rental.

C. A sign shall be posted inside of the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative. The sign shall be posted next to the main entrance of the vacation rental continuously during any period that the vacation rental license is active.

D. The foregoing shall be made a part of each rental agreement with occupant(s).

DIVISION 5, ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 13.16 - Administration of vacation rental license program.

The ultimate responsibility for the administration of this Part 1 of this Chapter is vested in the *Village Manager*, or ~~his or her~~ designee, who is responsible for revoking, renewing, modifying, and suspending vacation rental licenses for existing vacation rental as set forth in this Part 1 of this Chapter.

§ 13.17 - Appeals.

Any decision of the *Village Manager*, or ~~his or her~~ designee, relating to the revocation, renewal, modification, or suspension of vacation rental license under this Part 1 of this Chapter shall be rendered in writing, and reviewed by the *Village Commission* if a notice by the owner is filed with the *Village Clerk* within ten (10) days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 13.18 - Notice.

Any notice required under this Part 1 of this Chapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the *Village* under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.

§ 13.19 - Penalties and enforcement.

A. *By citation*.

Any violation of this Part 1 of this Chapter, or any rule adopted under this Part 1 of this Chapter, may be punished by citation, as specifically described in *Chapter 153, Code Enforcement* of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of $250.00, for the first offense, $500.00 for the second and subsequent offenses, plus a suspension of the vacation rental license or a refusal to ~~issue~~ renew a vacation rental license as provided hereinafter, following the second offense. A fine of $5,000.00 shall be imposed for the third and any subsequent offenses. Each day a violation exists shall constitute a separate and distinct violation.

B. *Other enforcement methods and penalties.*

Notwithstanding anything otherwise provided herein, violations of this Part 1 of this Chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the *Village* as provided in the *Village Code of Ordinances*. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. For properties operating without a license as specified herein, incurring multiple code violations as specified herein, ~~and/~~or constituting a public nuisance, the *Village Manager* is authorized to initiate litigation to pursue other available remedies including, but not limited to, injunctive relief, abatement of public nuisance, recovery of liens and fines, and other causes of action, in court of competent jurisdiction.

C. *Suspension of license*.

1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license for six (6) months upon a second violation of this Part 1 of this Chapter in any in any continuous 12-month period, and for one year upon a third violation of this Part 1 of this Chapter in any continuous 12-month period. Violations subsequent to the third violation within the continuous 12-month period following the initial violation or ~~to~~ during the imposition of a suspension will result in the imposition of extensions of the suspension by one year per subsequent violation. Such suspension shall begin following notice, commencing either at the end of the current vacation rental agreement period, or after 30 calendar days, whichever is less.

2. For violations of the *Florida Building Code*, or *Florida Fire Prevention Code*, a vacation rental license shall be subject to temporary suspension starting immediately three (3) working days after citation for such violation if it is not corrected, re-inspected, and found in compliance, or as otherwise provided for tin the Florida Building Code or Florida Fire Prevention Code respectively.

3. The owner shall not be entitled to any refund of any portion of the annual fee paid for a license for any portion of the unexpired term of a license, because of suspension of the vacation rental license.

D. *Revocation/Denial of license*.

1. The Village Manager shall revoke or deny a renewal or modification of a vacation rental license issued under this Part 1 of this Chapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.

2. The Village Manager may in addition to, or as an alternative to, the penalties of this section revoke or deny a renewal or modification of a vacation rental license issued under this Part 1 of this Chapter upon the third adjudication of a violation of this Part 1 of this Chapter, any Village ordinance, or state law by the vacation rental representative, owner, or occupant(s) of the vacation rental. Such denial or revocation is in addition to any other penalty or remedy available at law.

3. The owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or denial of the vacation rental license.

4. The licensee of a license that has been revoked loses the legal nonconforming right to maintain the revoked license or any license pursuant to Part 1 of this Chapter.

E. *Forfeiture of bond.*

1. Where a bond is required to renew a vacation rental license, if the vacation rental is cited for a violation of this Part 1 of this Chapter within 12 months of providing the bond, and hat citation is later resolved adversely to the owner or vacation rental representative, then the bond shall be deemed forfeited, and the vacation rental license for that vacation rental shall be revoked.

F. For all purposes under this Part 1 of this Chapter, service of notice on the vacation rental representative shall be deemed service of notice on the ~~property~~ owner and occupant(s).

G. No occupant(s) shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license, or following the expiration, revocation, or denial of the license.

DIVISION 6, VESTING

§ 13.20 - Rental agreement vesting for properties with active vacation rental licenses.

It is recognized that there are likely existing rental/lease agreements for vacation rental ls as the time of passage of this Part 1 of this Chapter, or any amendment thereto, which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption must comply with the requirements in effect at the time of execution of the rental agreement. No special vesting process or fee shall be required to obtain this vesting benefit. Rental agreements entered into after July 9, 2023 [VERIFY EFFECTIVE DATE] or any amendment thereto, must comply with this chapter, as it may be amended.

§ 13.21 – Vested rights determinations.

A. *Active license holders.*

The *Village* recognizes that certain owners have vested rights to maintain or extend rental licenses issued by the Village prior to July 9, 2023 [VERIFY EFFECTIVE DATE]. The Village finds that the holders of active vacation rental licenses on a list to be maintained by the *Village Clerk's office* shall continue to have the ability to utilize the property that is the subject of the license as a vacation rental in accordance with The regulations of this Part 1 of this Chapter until there is a transfer in ownership of the property as defined herein.

B. *Others.*

Between January 20, 2023 and April 19, 2023, any property owner claiming vested rights to vacation rental use who are not active vacation rental license holders may apply for a vested rights determination on a form determined by the Village, accompanied by an application fee to be established by resolution of the *Village Commission*, demonstrating their entitlement to vesting under Florida Law. The *Village Manager* may request additional information as may be appropriate for the evaluation of the application. The Village Manager shall review the application and any supporting documents and shall consult with other staff and the *Village Attorney's Office*, following which the Village Manager shall either grant the application for vested rights, or respond to the property owner in writing providing the reason(s) for denial. The decision shall be mailed by U.S. Mail to the address indicated on the application, return receipt requested.

C. *Appeal of vested rights determination.*

If the property owner disagrees with the determination of the Village Manager, he or she may file a written appeal of the decision to be heard by a hearing officer appointed for this purpose by the Village Commission within 30 days of the decision, specifying the bases for the claimed vested rights, on a form determined by the Village, accompanied by the payment of an appeal application fee to be established by resolution of the Village Commission. The hearing officer may grant the appeal only for an abuse of discretion.

D. *Effect of vested right determination.*

If vested rights to vacation rental use are found to exist, by the Village Manager or the Village Commission on appeal, the subject property shall be eligible to apply for insurance, extension, restoration, or modification of a vacation rental license, which may be granted upon compliance with all requirements of this Part 1 of this Chapter. Upon issuance, extension, restoration or modification of the license, the holder of the active vacation rental license will be added to the list of properties maintained by the *Village Clerk,* and shall have the ability to utilize the property as a vacation rental in accordance with the regulations of this Part 1 of this Chapter until there is a transfer in ownership of the property.

§ 13.22 – 13.50. Reserved.

PART 2
VACATION RENTAL LICENSES IN NON-RESIDENTIAL ZONING DISTRICTS

DIVISION 1. GENERAL PROVISIONS

§ 13.51 Legislative intent.

This Part 2 of this Chapter is intended to provide regulations for the issuance and maintenance and the potential enforcement, suspension, or revocation of vacation rental licenses in the *Non-Residential Zoning Districts* of the *Village*.

§ 13.52 Definitions.

For the purpose of this Part 2 of this Chapter, the following definitions hall apply unless the context clearly indicates or requires a different meaning.

1. *Agent.* A person or entity retained by an owner to carry out the duties and functions of an owner. All references to "owner" in this Part 2 of this Chapter shall be construed to include a designated agent. The owner must notify the *Village* in writing, on a form provided by the Village , of the identity and contact information of such agent, the vacation rental for which the agent is designated, and the specific duties that the agent will be performing for the owner. The owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by resolution by the *Village Commission*. The owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.
2. *Bedroom.* A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet, compartments, laundries, pantries, foyers, connecting corridors, closets, and storage space.
3. *License.* A vacation rental license issued by the Village pursuant to this Part 2 of this Chapter.
4. *Occupant.* Any person who occupies, either during the day or overnight, a vacation rental.
5. *Owner.* Is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the owner is not an individual, each and every person who owns ten percent (10%) or more of the equitable interest in the vacation rental shall also be deemed an owner. Include an agent designated by the owner to perform the duties and functions of the owner.
6. *Transient public lodging establishment.* Any unit, group of units, *Dwelling*, *Building* or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out of the public as a place regularly rented to guests.
7. *Vacation rental.* Any individually or collectively owned single- or multiple-family house or *Dwelling Unit* that is also a transient public lodging establishment, and is located in a non-

residential zoning district. Includes the *Yards*, driveways, and curtilage of any detached dwelling unit.

8. *Vacation rental representative.* The owner or the person designated by the owner of the vacation rental to be called upon to answer and be responsible for the maintenance of the vacation rental and the conduct and acts of occupant(s) of the vacation rental properties.

9. *Village.* North Bay Village, Florida, as geographically described in this Chapter.

DIVISION 2. VACATION RENTAL LICENSE

§ 13.53 Active license required.

A. All vacation rentals must hold an active vacation rental license issued by North Bay Village to operate within the *Village*. A separate vacation rental license shall be required for each vacation rental. The operation of a vacation rental without license shall be a violation of this Part 2 of this Chapter. Every day of such operation without license shall constitute a separate violation.

B. Advertisements pertaining to a vacation rental shall be consistent with the requirements, restrictions and regulations for vacation rentals and shall contain, at a minimum, the occupancy limit and maximum parking available for the vacation rental. Any advertisement inconsistent with the requirements, restrictions, regulations of the vacation rental license program shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this Part 2 of this Chapter.

§ 13.54 Application for issuance, renewal, or modification of a vacation rental license.

A. An owner seeking initial issuance of a vacation rental license, or renewal or modification of a vacation rental license shall submit to the *Village* a completed vacation rental application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the *Village Commission*.

B. A complete application for the initial issuance, or the renewal or modification of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this Chapter through the following submittals:

1. A completed vacation rental license application form, which must identify:
   a. The name, address, and phone number of the owner, and sworn evidence to demonstrate that this fully discloses all owners of the vacation rental as defined herein;
   b. The address and legal description of the vacation rental; and
   c. The name, address, and phone number of the vacation rental representative.
2. Payment of applicable *Fees*.

3. A copy of the vacation rental's current and active license as a Transient Public Lodging Establishment with the *Florida Department of Business and Professional Regulation*.

4. A copy of the vacation rental's current and active certificate of registration with the *Florida Department of Revenue* for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

5. Evidence of the vacation rental's current and active account with the *Miami-Dade County Tax Collector* for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

6. A copy of the current *Local Business Tax Receipt.*

7. Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout, and demonstrating compliance with the standards and requirements set forth in this part 2 of this chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exists, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage /lighting.

   An exterior site sketch (which may be hand drawn) showing and identifying all *Structures*, pools, spas, hot tubs, *Fencing*, and uses, including the number and the location of all *On-Site And Off-Site Parking Spaces* for the vacation rental, including identifying those parking spaces available for use by occupant(s).

8. Acknowledgement that each bedroom shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the *NFPA*.

9. A section indicating the maximum occupancy of the vacation rental in accordance with *Section 13.64*.

10. A copy of the generic form vacation rental agreement to be used when contracting with occupant(s).

11. **Missing**

12. **Missing**

13. **Missing**

14. Statement as to whether the entire property, or just a part thereof (i.e., a room or rooms), will be used as a vacation rental.

15. Statement indicating how many times, and for how many days, the property was used as a vacation rental within the previous calendar year.

16. Notarized statement that the vacation rental representative has the permission of the owner and authority to offer the property as a vacation rental and act as the vacation rental representative in accordance with the duties prescribed in *Section 13.59*.

C. Incomplete applications will not be accepted, but will be returned with any *Fees* submitted to the owner with a notation of what items are missing.

D. Vacation rental license application shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

E. All vacation rental applications that are not signed by the owner must be accompanied by a signed and notarized letter providing the consent of the owner for the application, with acknowledgement that the *Village* may impose cite and fine the property for violations of this Part 2 of this Chapter, as well as pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment, and other penalties as provided by law.

F. Enforcement history. When reviewing an application to renew a vacation rental license, the *Village Manager*, or designee, shall consider the violation history of the vacation rental identified in the application. If the violation history shows three or more violations of this Part 2 of this Chapter within the preceding 12 months from the application date, the Village Manager or designee shall not renew the vacation rental license unless:

1. All outstanding violations, fines or liens are satisfied and corrected; and

2. A bond, letter of credit, or escrowed funds in the amount of $10,000.00 is provided to the Village, in the form approved by the Village Manager. The bond shall be subject to forfeiture for future violations, as set forth in this Part 2 of this Chapter.

§ 13.55 Modification of vacation rental license.

An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:

A. A change in the gross square footage.

B. A change in the number of bedrooms.

C. A change in the maximum occupancy.

D. A change in the number of parking spaces, or a change in the location of parking spaces.

E. A change in the number of bathrooms.

F. Any other material modifications that would increase the intensity of use.

§ 13.56 Duration of vacation rental license.

The vacation rental license shall expire each September 30, and may be annually renewed thereafter by the owner if the vacation rental is in compliance with this Part 2 of this Chapter.

§ 13.57 Renewal of vacation rental license.

An owner must apply annually for a renewal of the vacation rental license no later than 60 days prior to its expiration.

§ 13.58 Licenses non-transferable, non-assignable.

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer. Transfers among entities or between legal and beneficial ownership where the same natural person remains in control before and after the transfer shall not be considered a transfer or assignment prohibited by this Section.

DIVISION 3. VACATION RENTAL REPRESENTATIVE

§ 13.59 Duties of vacation rental representative.

Whenever any vacation rental is required to be registered under this Part 2 of this Chapter, the owner shall be designated as the vacation rental representative or appoint a person to serve as the vacation rental representative. The owner shall notify the *Village Manager* or designee in writing of the appointment within five days of being required to make such appointment, and shall thereafter notify the Village Manager or designee of any change of the vacation rental representative within five days of such change.

The designation of a vacation rental representative does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a vacation rental representative who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statues and ordinances and may be cited for non-compliance with any code, rule, or ordinance applicable to the vacation rental.

Every vacation rental representative shall:

A. Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24 hours a day, seven days a week to handle any problems arising from the vacation rental;

B. Be available with authority to address and coordinate solutions to problems with the vacation rental property 24 hours a day, seven days a week and be physically present at the property within one hour of notification to respond to occurrences including, but not limited to, emergencies, noise complaints, unpermitted events, and occupancy violations when determined by the *Police Department* that the presence of the vacation rental representative is required;

C. Conduct an on-site inspection of the vacation rental at the end of each rental at the end of each rental period to ensure continued compliance with the requirements of this Part 2 of this Chapter;

D. Maintain and make available to the *Village* at any time requested a registration log with all occupant(s)' contact information and permanent address;

E. Provide written notice to prospective occupant(s), prior to occupancy of the vacation rental, of the vacation rental standards set forth herein and other applicable laws, ordinances, or

regulations concerning noise, public nuisance, vehicle parking, solid waste collection, common are usage and occupancy limits;

F. Ensure compliance with all provisions of this Part 2 of this Chapter and promptly address and report violations of this Part 2 of this Chapter or of such other law or regulation of which the vacation rental representative knows or should know, to the Village or law enforcement , as appropriate;

G. Ensure that, at all times, all vehicles associated with the vacation rental are parked within the designated parking spaces and in compliance with the applicable laws, ordinances, and regulations set forth herein;

H. Ensure that all occupant(s) are aware that unauthorized occupants of any *Structure* or conveyance of the property that have been warned by the owner or vacation rental representative to leave and refuse to do so commit the offense of trespass of a structure or conveyance and will be charged under the State of Florida and local law; and

I. Post a *Sign* inside the vacation rental that clearly identifies the occupancy limit, the maximum parking, and name and phone number of the vacation rental representative responsible for the property. The sign shall be posted inside of the residence next to the main entrance continuously during any period that the vacation rental license is active.

DIVISION 4. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 13.60 General.

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of vacation rentals in the *Non-Residential Zoning Districts* of the *Village*.

§ 13.61 Local phone service required.

At least one (1) landline telephone with the ability to call 911 shall be available in the main level common areas in the vacation rental.

§ 13.62 Parking standards.

All parking must comply with this Part 2 of this Chapter, and all other applicable sections of the Village's *Code of Ordinances* and ULDC. In addition, all vehicles associated with the vacation rental, whether in the possession or control of the owner, vacation rental representative, or occupant(s), shall only be parked within a driveway or in a designated parking area as indicated on the vacation rental license application. Occupant(s) shall not be permitted to park more than two vehicles at any one time on the vacation rental property or on the *Street* or swale.

§ 13.63 Solid waste handling and containment.

Solid waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with *Chapter 94*. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. Solid waste containers shall be placed at curbside or

other designated collection are only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

Notice of the location of the solid waste storage containers and rules for collection shall be posted inside the vacation rental.

§ 13.64 Maximum occupancy.

The maximum vacation rental occupancy shall not exceed any of the following standards:

A. Two (2) persons per bedroom. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed;

B. The maximum occupancy shall be limited to ten (10) occupant(s) per vacation rental, the total size of the occupiable space or number of bedrooms notwithstanding;

C. Three (3) occupant(s) per one (1) *Off-Street Parking* space legally available to the vacation rental, as required by duly approved site plan for the property or as required by the Code; and

D. Any person present at the vacation rental after 11:00 p.m. on any night or before 7:00 a.m. on any morning shall be considered an occupant for purposes of calculating maximum occupancy. Gratuitous guests of the occupant(s) do not count towards occupancy if they are not present between the hours of 11:00 p.m. and 7:00 a.m., but shall park in the designated locations.

§ 13.65 Posting of vacation rental information.

Prior to the owner allowing another person to occupy the vacation rental, the owner shall post the following information.

A. In each vacation rental, located next to the main entrance door there shall be posted as a single page the following information:

1. The name, address, and phone number of the vacation rental representative;
2. The maximum occupancy of the vacation rental;
3. A statement advising the occupant(s) that any sound which crosses a *Property Line* at a volume which is unreasonably load is unlawful within the *Village*; as per the *Village Noise Ordinance*;
4. A sketch of the location of the designated parking spaces for use by occupant(s) and gratuitous guests;
5. The days and times of trash pickup;
6. The location of the nearest hospital; and
7. The local non-emergency police phone number.

B. A copy of the building evacuation map, with a minimum size of 8 ½" by 11", shall be provided to the occupant(s) upon the start of each vacation rental.

C. A *Sign* shall be posted inside of the vacation rental that clearly identifies the occupancy limit, maximum parking, and name and phone number of the vacation rental representative. The sign shall be posted next to the main entrance of the vacation rental continuously during any period that the vacation rental license is active.

D. The foregoing shall be made a part of each rental agreement with occupant(s).

DIVISION 5. ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 13.66 Administration of vacation rental license program.

The ultimate responsibility for the administration of this Part 2 of this chapter is vested in the *Village Manager*, or designee, who is responsible for issuing, revoking, renewing, modifying, and suspending vacation rental licenses for vacation rentals as set forth in this Part 2.

§ 13.67 Appeals.

Any decision of the *Village Manager*, or designee, relating to the revocation, renewal, modification, or suspension of a vacation rental license under this Part 2 of this Chapter shall be rendered in writing, and reviewed by the *Village Commission* if a notice by the owner is filed with the *Village Clerk* within ten days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida Law.

§ 13.68 Notice.

Any notice required under this Part 2 of this Chapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the *Village* under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.

§ 13.69 Penalties and enforcement.

A. *By citation.*

Any violation of this Part 2 of this Chapter 13, or any rule adopted under this Part 2 of this Chapter, may be punished by citation, as specifically described in *Chapter 153*, Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirement of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of $250.00, for the first offence, $500.00 for the subsequent offenses, plus a suspension of the vacation rental license or a refusal to renew a vacation rental license as provided hereinafter, following the second offense. Each day a violation exists shall constitute a separate and distinct violation.

B. *Other enforcement methods and penalties.*

Notwithstanding anything otherwise provided herein, violations of this Part 2 of this Chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the *Village* as provided in the Village *Code of Ordinances*. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. For properties operating without a license as specified herein, incurring multiple code violations as specified herein, or constituting a public nuisance, the *Village Manager* limited to, injunctive relief, abatement to public nuisance, recovery of liens and fines, and other causes of action, in court of component jurisdiction.

C. *Suspension of license.*

1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license for six (6) months upon a second violation of this Part 2 of this Chapter in any continuous 12-month period, and for one year upon a third violation of this chapter in any 12-month period. Violations subsequent to the third violation within the continuous 12-month period following the initial violation or during the imposition of a suspension will result in the imposition of extensions of the suspension by one year per subsequent violation. Such suspension shall begin following notice, commencing either at the end of the current vacation rental agreement period, or after 30 calendar days, whichever is less.

2. For violations of the *Florida Building Code*, or *Florida Fire Prevention Code*, a vacation rental license shall be subject to temporary suspension starting immediately three working days after citation for such violation if this is not corrected, re-inspected, and found in compliance, or as otherwise provided for in the Florida Building Code or Florida Fire Prevention Code respectively.

3. The owner shall not be entitled to any refund of any portion of the annual fee paid for a license for any portion of the unexpired term of a license, because of suspension of the vacation rental license.

D. *Revocation/Denial of license.*

1. The *Village Manager* shall revoke or deny a renewal or modification of a vacation rental license issued under this Part 2 of this Chapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.

2. The Village Manager may in addition to, or as an alternative to, the penalties of this Section revoke or deny a renewal or modification of a vacation rental license issued under this Part 2 of this Chapter upon the third adjudication of a violation of this Part 2 of this Chapter, any Village ordinance, or state law by the vacation rental representative, owner, or occupant(s) of the vacation rental. Such denial or revocation is in addition to any other penalty or remedy available at law.

3. The owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or denial of the vacation rental license.

4. The licensee of a license that has been revoked loses the legal nonconforming right to maintain the revoked license or any other license pursuant to Part 1 of this Chapter.

E. *Forfeiture of bond.*

1. Where a bond is required to renew a vacation rental license, if the vacation rental is cited for a violation of this Part 2 of this Chapter within 12 months of providing the bond, and that citation is later resolved adversely to the owner or vacation rental representative, then the bond shall be deemed forfeited, and the vacation rental license for that vacation rental shall be revoked.

2. If there are no violations for 12 months after providing the security, the Village Manager or designee shall release the bond upon written request from the owner. Until the owner obtains release, the bond shall continue to be subject to forfeiture for future violations.

F. For all purposes under this Part 2 of this Chapter, service of notice on the vacation rental representative shall be deemed service of notice on the owner and occupant(s).

G. No occupant(s) shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license, or following the expiration, revocation, or denial of the license.

DIVISION 6. VESTING

§ 13.70 Rental agreement vesting for properties with active vacation rental licenses.

It is recognized that there are likely existing rental/lease agreements for vacation rentals as the time of passage of this Part 2 of this Chapter, or any amendment thereto, which may not be in full compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption must comply with the requirements in effect at the time of execution of the rental agreement. No special vesting process or fee shall be required to obtain this vesting benefit. Rental agreements entered into after July 19, 2022 [VERIFY EFFECTIVE DATE] or any amendment thereto, must comply with this Part 2 of this Chapter, as it may be amended.

CHAPTER 14, PROHIBITION ON MEDICAL MARIJUANA DISPENSING FACILITIES

§ 14.1 – Purpose.

A. *Prohibition*.

Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the *Village*. The Village shall not accept, process, or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.

B. Definition.

For the purposes of this ~~s~~Section, the term "Medical Marijuana Treatment Center Dispensing Facility" means any facility where medical marijuana or any product derived therefrom is dispensed at retail.

C. *Interpretation/Intent*.

This ~~s~~Section and the terms used herein shall be interpreted in accordance with Florida Statute *Section 381.986* and *Ch. 64-4* of the Florida Administrative Code. The intent of this ~~s~~Section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the Village as authorized by Florida Statute *Section 381.986(11).*

CHAPTER 15, FORM-BASED CODE

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§ 15.1. General provisions

A. *Title*.

This Chapter shall be known as the NBV100 Form-Based Code or the Form- Based Code.

B. *Purpose and ~~l~~intent*.

This Chapter sets forth the standards applicable to Form-Based Districts and Transect Zones in North Bay Village. These standards are intended to:

1. Support the goals, objectives, and policies of the North Bay Village *Comprehensive Plan*.
2. Support the goals of the *NBV100 Master Plan*, which include Livability, Resiliency, and Prosperity.
   a. Livability goals include:
      (1) Prioritize people over cars.
      (2) Embrace the waterfront.
      (3) Improve the quality of life.
      (4) Synergize public space to refresh NBV identity.
   b. Resiliency goals include:
      (1) Implement responsible and self-sustaining policies that reflect NBVs commitment to the stewardship of its waterfront and the water quality of *Biscayne Bay*.
      (2) Help mitigate climate change through resource conservation and reductions in carbon admissions.
      (3) Prepare for sea level rise and severe weather events by constructing stronger seawalls, improving stormwater management, and raising public infrastructure.
   c. Prosperity goals include:
      (1) Capitalize on existing resources.
      (2) Increase private property value.
      (3) Optimize and manage parking.
      (4) Incentivize flexibility and predictability.

C. *Form-Based Districts*.

1. The Form-Based Districts in North Bay Village are each composed of one or more Transect Zones. See *Section 15.1.D* and *Section 15.5*. Form-Based Districts Regulating Plan.
2. The extent of each Form-Based District and Transect Zone is described on the Form-Based Districts Regulating Plan and in the pertinent regulatory section for each District, see *Section 15.2*. General to Transect Zones, *Section 15.3*. Specific to Transect Zones, and *Section 15.5.* Form-Based Districts Regulating Plan.

D. *Form-Based Districts Regulating Plan*.

1. The Form-Based Districts Regulating Plan, *Section 15.5.* shows the boundaries of Form-Based Districts and Transect Zones in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Form-Based Districts and Transect Zones shall retain their current zoning designations and regulations under the NBV ULDC. Existing zoning and overlay districts are not shown on the Form-Based Districts Regulating Plan and are not subject to the regulations in the Form-Based Code.

E. *Applicability*.

1. Regulations in this Chapter for the Form-Based Districts shall replace the prior zoning and overlay districts within the boundaries described on the Form-Based Districts Regulating Plan. See *Section 15.5.* Form-Based Districts Regulating Plan.

2. The Form-Based Code shall apply to all new construction and substantial modifications, as defined by the Florida Building Code, within the Form-Based Districts.

3. The Form-Based Code shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Form-Based Districts except where specified. Where a conflict exists between the Form-Based Code and other portions of the ULDC, the Form-Based Code shall prevail.

F. *Rules of construction*.

1. In their interpretation and application, the provisions of Chapter 15, Form-Based Districts shall be the minimum requirements or maximum limitations, as the case may be~~,~~ adopted for the promotion of the public health, safety, morals or general welfare.

2. The following general rules of construction shall apply to the text of this Chapter:

   a. Headings. Section and subsection headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the Code.

   b. Illustrations. In case of any difference of meaning or implication between the text of any provision and any illustration, the text shall control, unless the intent of the Code is clearly otherwise.

   c. Terminology: Shall, may and should.

      (1) "Shall" is always mandatory and not permissive. Standards, activated by “shall”, are regulatory in nature. Deviations from these standards shall only be permitted by Variance in accordance with *Chapter 7*, Variances.

      (2) "Should" is advisory and identifies guidance provided by the *Village Commission* in the implementation of these regulations. Guidelines, activated by “should”, are encouraged and recommended but not mandatory. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(3) "May" is permissive.

d. Any act authorized by this Form-Based Code to be carried out by a specific official or agency of the *Village* is impliedly authorized to be carried out by a designee of that official or agency.

e. Any reference to federal laws, Florida Statutes, Florida Administrative Code, Miami-Dade County Code, or any other official code shall be construed to be a reference to the most recent enactment of the particular law and shall include any amendments to it as may be adopted from time to time.

f. Capitalized terms in this Chapter refer to Definitions in *Section 15.4*.

G. *Nonconformities*.

1. Existing *Buildings* and *Structures* that do not conform to the requirements of this district may be occupied, operated, repaired, renovated, or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50% or more of the structure, or as defined by the *Florida Building Code*.

2. The adaptive re-use of a Building shall not be required to comply with minimum *Height* standards established in the Development Standards for each Transect Zone. See *Section 15.2*, and *Section 15.3*.

3. The restoration or rehabilitation of an existing Building does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

4. For all other Non-Conformities regulations, see *Chapter 6*, Non-Conformities.

H. *Procedures*.

1. See *Chapter 4* – Administration and Enforcement.

2. See *Chapter 5* – Permits and Development Approvals.

3. See *Chapter 7* – Variances.

4. Deviations from this Code are permitted within the following conceptual framework. The specifics of the Procedures are governed by Chapters 4, 5, and 7 and other provisions of the ULDC predating Chapter 15, Form-Based Code.

a. Deviations related to Use.

(1) A Warrant is a permit for a minor deviation from the Uses allowed by this Code that is granted administratively by the *Village Manager* upon review and recommendation by the *Planning and Zoning Official*.

(a) At the time of submitting the application to the Village ~~Building and~~ *Planning and Zoning Department*, the applicant shall notify all Abutting property owners, including those across a *Street* or *Alley*, by certified mail. In the case of Abutting condominiums, only one notice to the condominium association need be sent.

(b) The applicant shall submit the certified receipts from all notices to the

~~Building and~~ Planning and Zoning Department at the time of application. The decision on a Warrant shall be posted on the Village website within five (5) days of the written decision for a minimum period of thirty (30) days.

(c) Review and approval process.

i. The *Planning and Zoning Official* shall review each submitted application for a Warrant for completeness. The Warrant application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

ii. The *Village Manager* shall issue an intended decision within fourteen (14) calendar days of a determination that the application is complete. The applicant shall have seven (7) calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven (7) calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the *Warrant* application.

iii. The Village Manager shall approve, approve with conditions, or deny the Warrant application, but in no event shall a Warrant be issued prior to thirty (30) calendar days from the time of notice to the Abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

(d) Review criteria.

i. As appropriate to the nature of the Warrant involved and the particular circumstances of the case, the following criteria shall apply to a Warrant application. The application shall be reviewed for compliance with this Chapter and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of the Transect expressed in *Section 15.1*, the guiding principles of NBV100, and the manner in which the proposed Use will operate given its specific location and proximity to less intense Uses. The review shall also apply *Section 15.7.I. - Design Review Criteria*, as applicable.

(e) Procedure for appealing an administrative decision on a Warrant.

i. Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in *Chapter 4 – Administration and Enforcement*, *Sections 4.4*, and *4.5* of this Code.

(f) A Warrant shall be valid for a period of two (2) years during which a building permit or Certificate of Use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A Use Exception is a permit for a major deviation from the *Uses* allowed by this Code that requires a Public Hearing. See Chapter 4, *Section 4.4 – Public Hearings* procedures.

b. Deviations not related to Use.

(1) A *Waiver* is a permit for a minor deviation from the requirements of this Code other than for Use that is granted administratively by the Village Manager or designee upon review and recommendation by the *Planning and Zoning Official*. Waivers are intended to relieve practical difficulties in complying with the strict requirements of this Code. Waivers are not intended to relieve specific cases of financial hardship, nor to allow circumventing of the intent of this Code.

(a) As appropriate to the nature of the Waiver involved and the particular circumstances of the case, Waivers up to ten percent (10%) of that particular standard of this Code except *Density*, *Intensity* and *Height* (except as provided for herein, and with some exceptions for rooftop equipment), may be granted when doing so promotes the intent of the particular Transect Zone where the proposal is located; is consistent with the guiding principles of this Code; and there is practical difficulty in otherwise meeting the standards of the Transect Zone. The inability to achieve maximum Density, Height, or floorplate for the Transect shall not be considered grounds for the granting of a Waiver. This Waiver cannot be combined with any other specified Waiver of the same standard. For exceptions to the height requirements that may be granted by Waiver, see *Section 15.2.C.4.*

(b) Prior to submitting an application for an administrative Waiver, the prospective applicant shall meet in a preapplication meeting with the Planning & Zoning Official to obtain information and guidance as to matters related to the proposed application.

(c) At the time of submitting the application to the Village ~~Building and~~ Planning and Zoning Department, the applicant shall notify all Abutting property owners, including those across a street or alley, by certified mail. In the case of Abutting condominiums, only one notice to the condominium association need be sent.

(d) The applicant shall submit the certified receipts from all notices to the

Building and Zoning Department at the time of application. The decision on a Waiver shall be posted on the Village website within five (5) days of the written decision for a minimum period of thirty (30) days.

(e) Review and approval process.

i. The Planning and Zoning Official shall review the Waiver application, as required under this Code. The application shall be reviewed for compliance with this Chapter, and not in violation of the North Bay Village's Unified Land Development Code or the *Florida Building Code*. The review shall consider the intent of the Transect expressed in *Section 15.1* and the guiding principles of NBV100. The review shall also apply *Section 15.7.I. - Design Review Criteria Table*, as applicable. The Waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

ii. Based on the applicable findings and recommendations of the *Planning and Zoning Official*, the *Village Manager* or designee will issue a final decision on the Waiver request within fourteen (14) calendar days of receiving the Planning and Zoning Official's findings and recommendations. The application shall be approved, approved with conditions, or denied, but in no event shall a Waiver be issued prior to thirty (30) days from the time of notice to the Abutting property owners.

iii. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when such applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

(f) Procedure for appealing an administrative decision on a Waiver.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4 – Administration and Enforcement, *Section 4.5.*

(g) A Waiver shall be valid for a period of two (2) years during which a *Building Permit* or *Certificate of Use* must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A *Variance* is a permit for a major deviation from the requirements of this Code other than for *Use* that requires a Public Hearing. *See Chapter 7,* Variances.

§ 15.2. General to Transect Zones.

A. *Explanation of Transect Zones*.

The Transect, as a framework applied to urban conditions, identifies a range of habitats from the most natural to the most urban. It is a continuum that, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The Transect methodology allows for a wide range of Building types in each Transect Zone, arranged to provide balanced walkable streetscapes. This Code contains the following Transect Zones:

1. The Urban Core Zone (T6) consists of the highest *Density* and greatest variety of *Uses*, including *Civic Buildings*. A network of small blocks has walkable Thoroughfares with wide *Sidewalks*, with steady tree planting and *Buildings* set close to the *Frontage* with frequent doors and windows.
2. Reserved – T5
3. Reserved – T4
4. Reserved – T3
5. Reserved – T2
6. Reserved – T1

B. *Lots and ~~F~~frontages*.

1. *Lots* facing *Thoroughfares* on more than one (1) side shall have designated *Primary Frontage(s)* and may have *Secondary Frontage(s).* A Primary Frontage shall be that facing the Thoroughfare of higher pedestrian importance or intensity (i.e., traffic volume, number of lanes, etc.), as determined by the ~~Building and~~ *Planning and Zoning Department* upon request by the *Planning and Zoning Official*.
   a. Lots shall have at least one (1) Primary Frontage, except waterfront Lots shall have at least two (2) Primary Frontages, one of which shall be the waterfront and shall conform to *Building Development Standards* for each Transect Zone as described in *Section 15.3*. Specific to Transect Zones.
   b. If two Thoroughfares are of equal importance, each Frontage shall be considered a Primary Frontage.
   c. Lots with two or more *Frontages* may consider other non-fronting *Property Lines* as sides.
   d. Where an existing lot of record is located adjacent to a Thoroughfare in a manner that creates an irregular Frontage such that the side or rear yards cannot be determined as with a regular lot, the Planning ~~&~~and Zoning Official shall determine, by *Waiver*, the *Yard* and *Setbacks* for the lot as fits the circumstances of the case.
   e. For Frontage Types, see *Section 15.6.A. Frontage Types Table*.
2. Reserved – T3

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

C. *Measurement of ~~H~~height*.

1. Unless otherwise specified herein, the *Height of Buildings* shall be measured in feet from the *Base Flood Elevation (BFE)* plus *Freeboard.* Refer to *FEMA Flood Insurance Rate Map (FIRM)* for BFE. Refer to *Section 10.5.B*. for Freeboard requirements and *Section 15.7.B.5.* and *Section 15.7.C.5.* for building height requirements.

2. A *Story* is a *Habitable* level within a *Building* and shall conform to the *Building Development Standards* for each *Transect Zone* as described in *Section 15.3*. Unless otherwise specified herein, a Story shall be measured from *Finished Floor* to Finished Floor. For the topmost Story, the Story shall be measured to the top of a flat roof or to bottom of eaves on a pitched roof. Basements, *Understories*, and roof decks are not considered Stories for the purposes of determining Building Height.

3. The *Height* of *Fences* and *Site Walls* and walls shall be measured in feet from grade.

4. Except as specifically provided herein, the Height limitations of this Code shall not apply to any roof *Structures* for housing stairways, elevators, tanks, ventilating fans, solar energy collectors, *Green Roofs* or similar equipment required to operate and maintain the *Building*, provided that such Structures shall not cover more than twenty percent (20%) of roof area and shall not exceed the maximum Height by ten (10) feet; nor to ~~church~~ *House of Worship* spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by Waiver; nor to fire or parapet walls, which shall conform to the *Building Development Standards* for each Transect Zone as described in *Section 15.3.* Solar energy collectors, *Wind Turbines,* and the structural components of green roofs are subject to the Height exceptions provided by *Sec. 8.17.G.*

D. *Thoroughfares*.

1. Thoroughfares are intended for use by vehicular, transit, bicycle, and pedestrian traffic and to provide access to *Lots* and *Open Spaces*.

2. Thoroughfares consist of lanes for vehicles, transit, bicycles, and *Public Frontages*. The lanes may have a variety of widths for movement and parking. The Public Frontages contribute to the character of Transect Zones. They may include swales, *Sidewalks*, curbing, *Planters*, bicycle paths and street trees. See *Section 15.6.A. Frontage Types Table* and *Section 15.6.B. Definitions Illustrated Table.*

3. Thoroughfares should be designed in context with the urban form and desired design speed of the Transect Zones through which they pass. The Public Frontages that pass from one Transect Zone to another should be adjusted accordingly.

4. Pedestrian comfort should be a primary consideration of Thoroughfare design and dimensions. Design conflict between vehicular, bicycle, and pedestrian movement should be decided in favor of the pedestrian.

5. Bicycles are a sustainable and viable mode of transportation and recreation in North Bay Village. Bicycle use of Thoroughfares should be as follows: Bicycles and vehicles may

share use of lanes on all Thoroughfares. Thoroughfares that have sufficient paving width to accommodate bicyclists' safety should include dedicated *Bicycle Lanes*. Greenways, the *Island Walk* and other *Civic Spaces* should include Bicycle usage.

E. *Shopfront ~~S~~standards*.

1. General.
   a. Shopfront windows, doors, *Signage*, *Awnings*, lighting, and architectural details shall be designed as a unified composition.
   b. Each *Shopfront* shall be limited to three Sign types and shall conform with the tables and illustrations in *Section15.6.E.* and *Section 15.6.F.*
2. Shopfront Finishes. The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, stone, stucco, brick, wood or wood-like materials, not extruded aluminum and panels.
3. Shopfront windows. Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing below the *BFE* plus *Freeboard* shall be equipped with certified flood-proofing.
4. Entrance Doors.
   a. Each tenant space shall have at least one three-foot wide door at the main entry. Shopfront entrances are encouraged at *Building* corners.
   b. Shopfront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk.
   c. *Walls* providing entry door recesses should be glazed to match shopfront display windows.
   d. Entry doors should be a minimum of eight (8) feet in *Height.*
   e. The business address should be advertised with a window sign on the transom above the entry door. If there is no transom, the address shall be displayed on a plaque next to or above the door.
5. Other Doors.
   a. Where appropriate, sliding, or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk may be installed for restaurants and food services.
   b. Rear and side doors facing service *Alleys* and parking lots are encouraged, but not required.
6. Bulkheads. Shopfronts shall have a minimum 12-inch-high masonry Bulkhead or knee wall along all street frontages. Shopfront Bulkheads shall be a maximum of 30 inches above the adjacent sidewalk. Bulkheads shall be designed as an integral component of the overall Shopfront. Flood-proof Bulkheads of the maximum allowed Height are encouraged in flood-prone areas.

7. Signage Bands. Shopfronts should have a horizontal signage band above the first-floor fenestration to accommodate a band sign. A Signage Band is an architectural feature that should be integral with the design of the Shopfront's facade and may be a contrasting color to the Building, see *Section 9.20* and *Section 15.6. F.* Sign Bands shall have a maximum Height of thirty (30) inches and may extend the entire length of the Shopfront. Signage Bands shall not be internally illuminated but may be externally lit.

8. Security Gates and Shutters.
   a. Solid metal security gates and solid roll-down shutters shall not be permitted.
   b. Interior link or grill security devices may be permitted with approval by the *Village* if they are completely enclosed or hidden from view when not in use.

9. Awnings.
   a. All awnings shall be integral to the overall design of the Shopfront and shall respect column and window spacing.
   b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section 15.6. F. Side panels are allowed but not encouraged. Soffit panels are not allowed.
   c. Awnings may be fixed or retractable.
   d. Awnings shall be a minimum of five (5) feet wide by five (5) feet deep. They shall be installed a minimum of seven (7) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the *Building Facade*. Awnings shall have a maximum slope of 1:3 (33%) from the *Building* to the edge.
   e. Round, half domed, and plastic awnings are prohibited.
   f. Awnings may be used as signs and shall conform to the Sign Standards. Only the tenant's store name, logo, and/or address shall be applied to the awning. See Section 15.~~1~~2. F. and Section 15.6. F.
   g. Alternative materials such as glass or metal are allowed.
   h. Awnings shall not be backlit from below or inside but may be externally lit from above.
   i. Awnings are not allowed under *Galleries* or *Arcades*.

10. Canopies function like awnings, but are rigid, project horizontally from the Building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight (8) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the Building Facade.

F. *Sign ~~S~~standards*.
   1. Exempt~~ed~~ Signs. The signs specified in this ~~s~~Section are exempt from signage regulations other than the regulations contained in this ~~s~~Section. Exempt~~ed~~ signs may

be erected without a sign permit.

a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.

b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from *Streets*, the *Bay*, the *Island Walk*, *Island Walk Public Access Walkways*, or common property.

c. Address and Residential Identification Signs.
   (1) Any *Sign* identifying the street number of a Shopfront or commercial unit if hand painted on the transom window above the *Primary Entrance* door.
   (2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.

d. Holiday Decorations. Holiday decorations, flags, streamers, and similar.

e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall- mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the *U.S. Flag Code*, and adheres to *Section 8.13(N).*

f. Official Signs.
   (1) Any sign erected by North Bay Village.
   (2) Any sign erected by a government.
   (3) Public utility and traffic signs.

g. Political Signs.
   (1) Political signs conforming with the following requirements do not require permits:
   (2) Political signs are limited to 3 square feet and may not exceed 30 inches above grade.
   (3) Political signs may be erected 25 days prior to an election and shall be removed within 7 days of the election.
   (4) Up to three (3) signs total are allowed per residential lot, or per *Shopfront*, except at polling places. Of the three (3) sign signs permitted, no more than one sign is allowed per candidate or referendum item.
   (5) See *Section 11.7* – Temporary Sign Permits for additional requirements.

h. ~~Residential Construction Signs, subject to the following~~.
   ~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~
   ~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

~~(3) Signs may only be erected after a building permit has been issued.~~

~~(4) Signage must be removed within five (5) days of the final inspection.~~

Temporary open house signs, limited in number to a maximum of two (2) per event, limited in size to a maximum of 10 square feet in area and located at least 12 feet from the edge of the thoroughfare pavement. An open house sign may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be installed for more than 48 continuous hours.

i. Residential Rental Signs

(1) Only one sign ~~may be attached to a single-family house or fastened to a stake mounted in the yard and one additional sign may face a~~shall be allowed per street or water frontage, limited to a maximum total sign face area of 12 square feet and 6 square feet for any single face.

j. Warning and Instructional Signs.

(1) Any warning sign, non-advertising signs (e.g., “no trespassing,” “no dumping”), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.

(2) Any special instruction sign (e.g., “open,” “closed,” “hours of business,” “no smoking”) provided any such sign does not exceed eight (8) square feet in copy area.

~~j~~k. Miscellaneous Signs.

(1) Any memorial sign or commemorative plaque.

(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a *Building*.

(3) Any sign which is integrated into or on a point-of-sale purchase display.

(4) Any sign carried by a person.

2. Prohibited Signs Types, Sign Features, and Sign Locations.

a. *Billboards*.

b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.

c. Snipe signs.

d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

e. ~~Illuminated, ~~Animated, ~~Moveable~~Moving, Flashing, or Inflatable Signs.

(1) Any sign that simulates emergency lights on emergency vehicles, traffic- control

signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.

f. No permanent sign shall be installed within the public right-of-way unless displayed by a governmental entity or pursuant to a revocable street privilege

g. No signs ~~may~~shall be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to thirty (30) inches in height within a triangle measured thirty (30) feet from the intersection along each *Right-of-Way.*

(2) No permanent sign may be located within a triangle measured thirty (30) feet from the intersection along each right-of-way.

(3) Signs shall not be located as to interfere with the safe movement of vehicles, bicycles or pedestrians entering, leaving or crossing a public right-of-way.

h. Signs shall not be located on property without prior authorization granted by the property owner, or in the case of public parks or any public property without the permission of North Bay Village.

i. Signs shall not be located on the roofs of buildings or structures.

(3) g. Signs shall not be attached to any traffi c control sign, utility pole, street sign or
(4) tree, except for temporary signs installed by a government agency for public
(5) information or special events.
(6) h. Signs shall not be mounted, attached or painted on a trailer, boat, or motor
(7) vehicle when parked, stored, or displayed conspicuously on private premises close
(8) to the public right-of-way or within public right-of-way in a manner intended
(9) to attract the attention of the public for advertising purposes.

3. Permitted Signs.

Sign types listed below shall require a permit from North Bay Village, as follows:

a. General.

(1) Signs shall conform with the ~~following~~ standards~~, as~~ specified in *Section 15.6.E*. and illustrated in *Section 15.6.F.* for each of the following items.

~~(2)~~ i. Sign type limitations by Zone.

~~(3)~~ ii. The height and area of the sign;

~~(4)~~ iii. The number of signs per site;

~~(5)~~ iv. The height of sign copy.

(~~6~~2) Exterior signs shall be made of durable, weather resistant materials.

(~~7~~3) A permit is required for all signs permitted under this section.

(~~8~~4) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

b. Signs shall provide the following clearance:

(1) A minimum of nine (9) feet over pedestrian ways, except for signs on *Awnings* and *Canopies.*

(2) A minimum of thirteen and one half (13.5) feet over vehicular travel ways and parking aisles, except in parking structures.

(3) Signs located along streets shall be a minimum of ~~two (2)~~five (5) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

~~i.~~(1) Signs shall be removed as specified in *Section 15.6.E*. Sign Restriction Table, and as follows:

(a) (P) = Permanent; Signs do not require removal.

(b) (O) = Occupancy; Signs shall be removed within 7 days of the end of tenant occupancy.

(c) (B) Business = Signs shall be removed when the business is closed.

(d) (T) Temporary = Signs shall be removed within the time period specified by sign type.

~~ii.~~(2) Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

~~d. Sign Templates.~~

~~i. The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.~~

e. Illumination.

(1) Internal sign illumination is limited to window, ~~and~~ wall, and corner signs within *Shopfronts* or adjacent to the shop, as well as ground signs, including directory signs.

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent *Streets*, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of

incandescent light and shall be cut off to minimize light pollution.

(4) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

f. Electronic Message Center (EMC) Signs.

(1) EMC signs are permitted for use on ground signs for ~~church~~ *House of Worship* and *Place of Assembly* facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming and anti-light pollution technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of two hundred (200) feet.

4. Requirements by Sign Type as described below and illustrated in *Section 15.6.F*.

a. Band Signs. (Syn. *Wall Signs*)

(1) Band signs may be located above tenant Shopfronts, below second *Story* windows, and beneath the *Building* cornice or coping.

(2) Band sign copy shall be at least 6 inches from building corners.

(3) Murals shall be considered Band Signs if they contain advertising text and/or graphic elements. Mural signs shall comply with the above requirements and specifications.

b. Wall signs that do not provide signage for a business (artistic wall mural) are subject to approval by the Village Manager or a designee. Billboards are not considered wall mural signs and are prohibited within the T6 zone.

c. Banner Signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building *Structure*.

~~c~~d. ~~Commercial~~ Construction Signs subject to the ~~following~~ provisions of Sec. 11.7.

~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~

~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

(~~3~~1) Construction s~~S~~igns may only be erected after a building permit has been issued.

(~~4~~2) Construction s~~S~~ignage must be removed within five (5) days of the final inspection.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~d~~e. Commercial ~~Rental~~ Real Estate Signs.

(1) ~~All commercial rental signs require NBV approval.~~Only one such sign is allowed per site per street or water frontage, limited to a maximum total sign face area of 24 square feet and 12 square feet for any single sign face.

(2) The sign may be a ground sign, a window sign, or a wall sign.

(3) All signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

(4) These signs may only be installed on the property to which they refer.

(~~2~~5)Refer to *Sections 15.6.E* and *15.6.F* for specific requirements.

~~e~~f. Corner Signs.

(1) Corner signs are only permitted at building corners where each facade is along a street and may be illuminated as per *Section 15.2.F.3.f.*

(2) Corner signs may extend up to six (6) feet above parapets.

~~f. For Sale Signs.~~

~~(1) Signs shall be removed within seven (7) days of closing.~~

g. *Garage Sale*, *Yard Sale*, *Estate Sale*, and *Moving Signs*.

(1) Signs and stakes ~~provided by the permitting and inspections department shall be used,~~ are limited to two (~~5~~2) signs per sale.

(2) Signs are valid for ten (10) days from the date of sale and shall not be reused.

(3) Signs may be erected one (1) day prior to the sale and shall be removed within five (5) hours of the end of the sale.

(4) Signs shall not be altered.

h. Ground Signs.

(1) Ground signs are limited to the following locations:

(a) Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.

(b) Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.

(2) The bottom of ~~the~~ a ground sign shall be within two (2) feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten (10) feet from property lines.

i. Marquee Signs.

(1) *Marquee Signs* may be used for lodging and movie theaters. The *Village* may permit marquee signs for other businesses upon request.

j. ~~Projecting Signs.~~

~~i. Projecting signs shall be erected on a wall of a building.~~

~~ii. Projecting signs may project up to 4 feet from the wall of the building on which it is erected.~~

~~k Open House, Model Home~~*Portable Signs*.

(1) An annual permit is required.

(2) Signs shall be free standing on a stake or frame.

(3) The business name shall be identified on signs, 2 in. copy minimum.

(4) The use of b~~B~~alloons, streamers, and other types of decoration ~~may not be used~~shall be prohibited.

(5) Signs are allowed for three (3) consecutive days in any one week.

(6) Up to four (4) signs may be located off site.

(7) A-Frame or sandwich board signs shall only be displayed during business hours and shall be removed when the business is closed.

k. Projecting Signs.

(1) Projecting signs shall be erected on a *Wall* of a *Building*.

(2) Projecting signs may protrude up to four (4) feet form the Wall of the Building on which the sign is erected.

l. Commercial Real Estate Signs.

(1) Only one such sign is allowed per site per street frontage, limited to a maximum total sign face area of 24 square feet and 12 square feet for any single sign face.

(2) The sign may be a ground sign, a window sign, or a wall sign.

(3) All signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

(4) These signs may only be installed on the property to which they refer.

(5) Refer to *Sections 15.6.E* and *15.6.F* for specific requirements.

~~l~~m.Window Signs

(1) Window signs may be:

(a) Letters painted directly on the window;

(b) Hanging signs hung interior of the glass;

(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

~~m~~o.Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.

5. Nonconforming Signs

a. A nonconforming sign shall be brought into conformity with the provisions of this Code, when:

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(1) The sign is structurally altered, rebuilt, enlarged, extended, or relocated; or
(2) When the principal use of the property is changed.

b. Provided, however, the repainting or refacing of an existing nonconforming sign is not considered an alteration within the meaning of this subsection.

6. Maintenance, Abandonment and Removal

a. All signs must be maintained in a condition or state of equivalent quality to which was approved or required by the Village.

b. An on-premise sign advertising an activity, business, service or product must be removed or the sign face replaced with a blank face within thirty (30) days of the activity, business, or service promoted by the sign being discontinued on the premises where the sign is displayed.

c. If the use is not reestablished or a new use is not established within two years and a replacement sign face conforming to this Code installed, then the entire sign structure and mounting hardware must be removed.

7. Variances

a. A variance from these regulations may be granted by the Village Commission. For the standards for granting a sign variance, refer to Sec. 11.10.

G. *Special Area Plan (SAP).*

The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and *Infrastructure*, to enable connectivity; to encourage a variety of *Building Heights*, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and *Streetscape* design within the Special Area Plan, to further the intent of this Code expressed in *Section 15.1.*

1. General.
   a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the *Planning and Zoning Board* and *Village Commission* with the site plan approval process.
   b. All regulations of the underlying Transect Zone and this Code that are not otherwise addressed by the SAP shall apply.
   c. A Special Area Plan shall assign *Thoroughfares* (as appropriate), *Cross Block Pedestrian Passages*, and *Civic Spaces*, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and *Public Frontages* may be adjusted to the particular circumstances of the Special Area Plan.
   d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, *Section 15.3.*, and this Code.

e. A Special Area Plan shall assign at least five percent (5%) of its aggregated *Lot Area* to a *Civic Space Type*. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces and Thoroughfares.

f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and *Building* area among the Building sites.

g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the *Planning & Zoning Official* for conformance with the Special Area Plan and this Code and referred to the *Village Manager* for final approval per the requirements of *Section 5.9,* prior to issuance of the *Building Permit.*

h. A parking management program that enables shared parking among public and private Uses.

i. Flexible allocation of development capacity and *Height*, excluding *Density* on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of *Scale* or character with the surrounding area, and provides for appropriate transitions.

2. Special Area Plan Permit. See *Section 5.2 – Development Permit Required*.

H. *Density and Intensity Calculations* [Reserved].

I. *Sustainability*.

All new and substantial redevelopment applications for residential, commercial, office, *Hotels*, and civic uses; all new mixed-use development applications; and all Village-owned civic or office construction projects located in the Transect Zones are subject to the green building and resilience standards and requirements contained in *Chapter 8, Division 5*; *Chapter 9, Division 6*; and *Chapter 10, Section 10.5* of the ULDC.

§ 15.3. Specific to Transect Zones – Kennedy Boulevard District (KBD).

~~*A. Kennedy Boulevard District (KBD).*~~

~~*B. General.*~~

~~a~~*A. Purpose and Intent.*

This Chapter sets forth the standards applicable to development within the Kennedy Boulevard District (KBD), which is composed of Urban Core Transect Zones (T6). These standards are intended to:

1. Support the goals of the *NBV 100 Master Plan*.

2. Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes.

3. Facilitate the short-term activation of Pirates Alley into a Village Center.
4. Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions.
5. Provide improved standards for a wider, more active, and more accessible *Island Walk*.
6. Attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.
7. Facilitate economic development of Village-owned property to provide, emphasize, and maximize civic amenities that improve the overall livability of the community.

~~b~~*B. Applicability.*

8. ~~Section 15.3.A~~ *Section 15.3.* provides development regulations that shall be employed in the mixed-use development of lands within the Kennedy Boulevard District (KBD).
9. The Kennedy Boulevard District (KBD) is composed of the following Urban Core Transect Zones (T6) as shown on the Form- Based Districts Regulating Plan in *Section 15.5.*
   a. T6-24, which includes all properties fronting the south side of Kennedy Causeway on Treasure Island.
   b. T6-24MU (Municipal Use), which includes those *Village* owned properties shown in the *Section 15*. Form Based Districts Regulating Plan on the north side of Kennedy Causeway on Harbor Island.
   c. T6-30, which includes all properties fronting the north side of Kennedy Causeway on Treasure Island.
10. Transect regulations pertaining to *Building Disposition* and *Building Configuration* shall be considered referential guidelines within the T6-24MU transect zone. The *Village Commission* may grant exemptions to these requirements during site plan approval based on the following criteria:
    a. The exemption is justified by the functional requirements connected to the uses proposed.
    b. Exemptions shall be reduced to the minimum required to achieve the required functionality.
    c. Exemptions in the aggregate shall be evaluated for compliance with the transect intent regarding intensity and scale.
    d. Exemptions shall be evaluated for compliance with Design Review Criteria in *Section 15.7.I.*
    e. Specific findings shall be made by the *Planning and Zoning Official* regarding the nature and extent of each proposed exemption, which shall be contained in the staff report for consideration by the *Planning and Zoning Board* and *Village Commission*.

~~2~~C. *Development Standards for T6 Transect Zones*

~~a~~1. Building Disposition.

~~(1)~~a. Newly platted Lots shall be dimensioned according to the tables and illustrations in *Section15.7.B.* and *Section 15.7.C.*

~~(2)~~b. Lot coverage by any *Building* shall not exceed that shown in *Section 15.7.B*. and *Section 15.7.C.*

~~(3)~~c. Buildings shall be disposed in relation to the boundaries of their Lots according to the tables and illustrations in Section 15.7.B. and Section 15.7.C.

~~(4)~~d. Buildings shall have their Primary pedestrian entrances on Kennedy Causeway. Buildings in the T6-30 Zone should also have entrances on the *View Corridor* and *Island Walk*. Buildings in the T6-24 Zone should also have entrances on *Secondary Frontages* and Pirates Alley, if feasible. Buildings in the T6-24MU Zone should also have entrances on Secondary Frontages, where feasible.

~~(5)~~e. Up to the top of the *Pedestal*, *Facades* shall be built parallel to the *Primary Frontage Line* along a minimum of seventy percent (70%) of its length on the *Setback Line* as shown in the tables and illustrations in Section 15.7.B. and Section 15.7.C. *Pedestrian Forecourts* are allowed and shall not exceed 25% of the Facade length. In the absence of a Building along the remainder of a Frontage Line, a *Streetscreen* shall be built along the Setback Line and co-planar with the Facade to define the space of the *Thoroughfare* and to shield parking and service areas.

~~(6)~~f. At the first *Story*, Facades along a Frontage Line shall have frequent doors and windows; pedestrian entrances shall occur at a maximum spacing of seventy-five (75) feet. Vehicular entries shall occur at a minimum spacing of sixty (60) feet unless approved by *Waiver.*

~~(7)~~g. *Setbacks* for Buildings shall be as shown in the tables and illustration in Section 15.7.B. and Section 15.7.C. Where the property to be developed abuts an existing Building, a Waiver may be granted so as to match the dominant setback of the block and its context.

~~(8)~~h. Above the ~~fifth Story~~*Pedestal*, the minimum spacing between *Towers* is sixty (60) feet. ~~Above the fifth Story and a~~At the top of pedestal, a non-habitable floor is allowed up to a maximum of six (6) feet in *Height* without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

~~(9)~~i. All lots in T6-30 shall comply with minimum standards for the *View Corridor*, as described in ~~Section 15.3.A.2.g.(2).~~ *Section 15.3.C.7.b.*

~~(10)~~j. For sites with three hundred and forty (340) feet *Frontage* length or more, a *Cross-Block Passage* shall be provided as follows**:** If the *Frontage Line* of a site is at any

point more than three hundred and forty (340) feet from a *Thoroughfare* intersection, the *Building* shall provide a Cross-Block Pedestrian Passage as a recorded public *Easement.* If the Frontage Line of a site is at any point six hundred and fifty (650) feet from a Thoroughfare intersection, a vehicular Cross-Block ~~p~~Passage shall be provided as a recorded public Easement. Such a Cross-Block Pedestrian Passage may be covered above the first *Story* by a maximum of fifty percent (50%) of its length with *Structures* connecting Buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A *Pedestrian Passage*, including *Paseos*, ~~are~~ is encouraged to connect Kennedy Causeway to the Island Walk, other Thoroughfares, Pirates Alley, parks and other amenities. A Pedestrian Passage may be roofed and shall be lined with frequent doors and windows.

~~(11)~~k.Density shall not exceed that shown in the tables in *Section 15.7.B.* and *Section 15.7.C.*

~~(12)~~l.Sidewalks.

(1) Along Kennedy Causeway, a twenty (20) foot *Easement* for *Public Sidewalks* shall be granted and recorded with the *Village*. The Sidewalk shall be constructed and maintained by the property owner. The Sidewalk shall be continuous with the existing Sidewalk on the public *ROW* and shall be consistent/compatible with the Village-adopted sidewalk color scheme and/or design patterns, unless this requirement is otherwise waived by the Village.

(2) The Sidewalk, including portions on the public ROW and in the Easement, may be raised no more than one and a half (1.5) feet above the highest existing sidewalk elevation fronting the property. This work shall be completed at the expense of the property owner and to standards determined by the Village. ADA compliant transitions shall be provided to adjacent sidewalk elevations with a slope no greater than 1:20 to avoid handrails.

~~b~~2. Building Configuration.

~~(1)~~a. Development within *Private Frontages* shall comply with *Section 15.6.A.,* the tables and illustrations in *Section 15.7.B.* and *Section 15.7.C.*

~~(2)~~b. Above the ~~fifth Story~~ *Pedestal,* the *Building Floorplate* dimensions shall be limited as follows:

(~~a~~1) 15,000 square feet maximum for Residential Uses.

(~~b~~2) 30,000 square feet maximum for Commercial Uses and for Parking.

(~~c~~3) 180 feet maximum length for Residential Uses.

(~~d~~4) 215 feet maximum length for Commercial Uses.

(~~e~~5) Wherever possible, the facade with the longer length should be placed perpendicular to the Primary Frontage/Kennedy Causeway.

(~~3~~)c. *Building Heights* shall be measured from Base Flood Elevation (BFE) plus

Freeboard to the level of the highest point of the *Building*, excluding allowable projections above the roof line, and shall conform to the tables and illustrations in Section 15.7.B. and Section 15.7.C. and to the following standards.

(~~a~~1) At the first Story:

~~i.~~(a) The Height shall be no less than twenty (20) feet measured from the *Base Flood Elevation (BFE)* plus *Freeboard* to the finished floor of the second Story.

~~ii.~~(b) Mezzanines in the first Story shall be limited to fifty percent (50%) of the habitable *Floor Area* and shall not count as a Story.

(~~b~~2) In a *Pedestal* (~~second to fifth~~ above the first Story~~ies~~):

~~i.~~(a) The *Height* of a Story, including a Liner Story, where provided, shall not exceed twenty (20) feet measured from finished floor to finished floor.

~~ii.~~(b) The maximum height of the ~~p~~Pedestal ~~(first to fifth stories)~~ shall not exceed 100-feet.

~~iii.~~(c) Mezzanines shall be limited to fifty percent (50%) of the habitable Floor Area and shall not count as a Story.

~~iv.~~(d) The *Height* of a *Parking Structure* concealed by a Liner may be equal to the Height of the Liner, and this may result in a *Liner Story* concealing more than one level of Parking. The number of Liner Stories shall be used for the purpose~~s~~ of determining the overall number of Stories in a Building.

(~~c~~3) In a *Tower* (above the Pedestal):

~~i.~~(a) The Height of a Story is not limited ~~within~~ to the maximum permitted building height.

~~ii.~~(b) A Mezzanine shall count as a Story.

~~iii.~~(c) *Lots* in the T6-30 shall provide Stepbacks above the podium along Kennedy Causeway, and the east and west side yards in compliance with *Section 15.7.C*. The development is not required to provide a Stepback above the podium in the *Waterfront Yard* (See *Illustration 15.7.C.5.*)

(~~d~~4) A Mezzanine extending beyond the specified limit shall be counted as an additional Story for purposes of calculating Building Height.

~~(4)~~f. First Story Finished Floor Elevations.

(~~a~~1) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first twenty (20) feet shall be flush with the existing sidewalk elevation or no higher than one-and-a-half (1.5) feet above the same.

(~~b~~2) For commercial uses fronting the *Island Walk*, the finished floor elevation within first twenty (20) feet shall be flush with the Island Walk or no higher than one-and-a-half (1.5) feet above the same.

(~~c~~3) For residential uses, the finished floor elevation shall be no lower than BFE plus *Freeboard*.

(~~d~~4) If the finished floor elevation is below the *BFE* plus Freeboard, certified flood-proofing shall be provided in accordance with *Florida Building Code*. Refer to *Section 10.5* – Provisions for flood hazard reduction.

(~~e~~5) On *Shopfronts*, a Bulkhead (or knee wall) of the maximum allowable *Height* is encouraged. See ~~Section 15.1.E.~~ *Section 15.2.E* for Shopfront standards.

(~~f~~6) If a ramp is required for ADA access, it shall be provided inside the *Setback Line*. It may be located either within the *Building* envelope or within a recessed exterior vestibule with Shopfront windows.

~~(5)~~g. Pedestals, Parking Structures and Liners.

(~~a~~1) The Pedestal shall consist of no more than five (5) Stories and shall be a maximum of 100-feet.

(~~b~~2) A Parking Structure shall not extend beyond the *Height* of the *Pedestal*. For *Building Heights* in a Pedestal, see ~~Section 15.3.A.2.b.(3).(b).iii~~. *Section 15.3.C.2.c.(2)*

(~~c~~3) In T6-24, Liners are optional. *Structures* without liners on *Primary* and *Secondary Frontages* and facing Pirates Alley, shall use *Green or Vegetated Walls* on a minimum 20% of the garage structure. The remainder of the parking structures not utilizing *Liners* shall be fully concealed by architectural screening or artwork approved by the *Planning and Zoning Board* (see also *Ch. 9, Division 4 – Landscaping*).

(~~d~~4) In the T6-24MU, Liners are optional. *Structures* without liners on *Primary* and *Secondary Frontages* shall use *Green or Vegetated Walls* on a minimum 20% of the garage structure. The remainder of the parking structures not utilizing *Liners* shall be fully concealed by architectural screening or artwork approved by the *Planning and Zoning Board* (see also *Ch. 9, Division 4 – Landscaping*).

(~~e~~5) In T6-30, Liners are optional. Liners facing Kennedy Causeway may encroach into the *Setback* above a *Gallery*. Structures without liners on Primary and Secondary Frontages, including Kennedy Causeway and the Waterfront and facing the *View Corridor*, shall utilize green or vegetated walls on a minimum 20% of the parking structure. The remainder of the parking structure not utilizing Liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Ch. 9, Division 4 – Landscaping).

~~(6)~~h. Encroachments shall be as follows:

(~~a~~1) In T6-24 and T6-24MU, a Gallery should be constructed on the Primary Frontage of Kennedy Causeway over the sidewalk *Easement.* Where a Gallery is constructed, it shall encroach the entire twenty (20) foot Setback and shall not extend into the *Right-of-Way*. Refer to the tables and illustrations in *Section*

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15.7.B., and to Architectural Standards ~~Section 15.3.A.2.e~~ *Section 15.3.C.5.* for additional details.

(~~b~~2) In T6-30, a *Gallery* or *Arcade* shall be constructed on the Primary Frontage of Kennedy Causeway over the sidewalk easement. The Gallery or Arcade shall encroach the entire twenty (20) foot Setback and shall not extend into the right-of-way. A Gallery or Arcade is not required in front of a *Pedestrian Forecourt*. Refer to the Frontage Type Table in *Section 15.6.A.* and to Architectural Standards ~~Section 15.3.A.2.e~~ *Section 15.3.C.5.* for additional details.

(~~c~~3)In T6-30, cantilevered *Awnings* and entry canopies may encroach up to seven (7) feet into the *Waterfront Setback*, up to but not extending into, the *Island Walk Easement*. Above the first *Story,* cantilevered balconies, bay windows, and roofs may encroach up to seven (7) feet into the waterfront Setback, up to but not extending into, the Island Walk Easement.

(~~d~~4) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as *Encroachments*.

(~~e~~5) Loading spaces and service areas shall be internal to the *Building* and shall not be allowed as Encroachments.

~~(7)~~i. Vehicular Access shall be as follows:

(~~a~~1) Loading berths, service areas and parking shall be accessed from *Alleys* when available, and otherwise shall be accessed from the *Secondary Frontage* when available. Areas for drop-offs, pick-ups, and valet services shall be located along and accessed from Secondary Frontages, when available, or may be located along or accessed from Alleys, when available.

(~~b~~2) Where *Lots* have only *Primary Frontages*, all vehicular access, including, but not limited to, areas for drop-offs, pick-ups, and valet services and access to parking, loading berths, and service areas, are not allowed along the Primary Building Frontage facing Kennedy. Curb cuts and vehicular access are allowed through the *View Corridor* and the side Setback.

(~~c~~3) No more than 50% of the total area of the View Corridor may be used for vehicular movement.

(~~e~~5) A vehicle accessing a *Loading Berth* is allowed to make one (1) turning movement on an adjacent *Thoroughfare* to minimize the lot area devoted to this function.

~~(8)~~j. *Walls*, hedges, *Fences*, and gates shall not exceed a *Height* of three and a half (3.5) feet within the setbacks of the Primary and Secondary Frontages and within the View Corridors. Elsewhere, walls, hedges, fences, and gates shall not exceed a Height of eight (8) feet.

~~(9)~~k. *Streetscreens* shall be between three and a half (3.5) and eight (8) feet in Height

and constructed of a material matching the adjacent *Building Façade* or of masonry, wrought iron or aluminum. The Streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the Building Facade Line. Above three (3) feet in *Height*, Streetscreens shall be fifty percent (50%) permeable or articulated to avoid blank walls.

~~(10)~~l. Screening shall be as follows:

(~~a~~1) All loading spaces, service areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any Frontage, Sidewalk or *View Corridor* by *Liner Buildings*, Streetscreens, walls, hedges, fences, or opaque gates.

(~~b~~2) All ground floor and roof top utility infrastructure and mechanical equipment shall be concealed from public view. At the Building Frontage, all equipment such as backflow preventers, ~~s~~Siamese connections, and the like shall be placed within the line of the Facade or behind a Streetscreen~~s~~. Exhaust air fans and louvers may be allowed on the Facade only on the Secondary Frontages above the first Story.

(~~c~~3) On the roof, a parapet or screen wall shall conceal roof decks and all equipment except antennas from lateral view. Mechanical equipment on a roof shall be enclosed by parapets of the minimum Height necessary to conceal it and shall not exceed the maximum Height by more than ten (10) feet. Trellises may extend above the maximum Height up to fourteen (14) feet. Extensions more than ten (10) feet above the maximum Height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of *Waiver.*

~~c~~3. Building Function and Parking Requirements.

~~(1)~~a. Buildings in T6-24, T6-24MU (Municipal Use) and T6-30 shall conform to the Functions and Parking Requirements Table described in *Section 15.7.A.* Certain Functions as shown in said Table shall require approval by Exception. Refer to *Section 8.16* – Supplemental Use Regulations, *Section 8.17* – Supplemental Development Standards.

~~(2)~~b. First Story Uses.

(~~a~~1) A minimum of seventy-five percent (75%) of the linear Building Frontages along Kennedy Causeway, the *Island Walk*, Pirates Alley, and any side streets shall be *Habitable Space* to a minimum depth of twenty (20) feet.

(~~b~~2) A minimum of fifty percent (50%) of the linear Building Frontage along a *View Corridor* shall be Habitable Space to a minimum depth of twenty (20) feet.

(~~c~~3) In T6-24 and T6-30, the Habitable Space required along Kennedy Causeway that is not otherwise occupied by the *Primary Entrance* shall contain

Commercial Uses and no *Residential Uses*. Retail Use, especially *Restaurants,* is encouraged on all Frontages, including Kennedy, the Island Walk, and the View Corridor. Live-work units and Townhouses are the only Residential Use allowed in the First *Story*, apart from *Building* entrances.

(~~d~~4) Design for Tenant Flexibility.

~~i.~~(a) The design of commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the Building.

~~ii.~~(b) Designs shall anticipate potential commercial power and gas load needs.

~~iii.~~(c) Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

~~d~~4. Parking and Loading Berth Standards.

~~(1)~~a. Refer to *Section 9.3.E.* Design Standards for Off-Street Parking and *Section 9.3.G.* Mechanical Parking.

~~(2)~~b. Shared Parking shall be allowed in compliance with *Section 15.6.C.* Shared Parking Standards Table.

~~(3)~~c. Loading Berths shall be provided in compliance with *Section 15.6.D.* Loading Berth Standard Table.

~~(4)~~d. Off-street Bicycle Parking Standards.

(~~a~~1) The required number of Off-street bicycle parking spaces shall conform with *Section 15.7.A.* Building Function (Uses) and Parking Standards *Table – T6*.

(~~b~~2) After the first fifty (50) required bicycle spaces are provided, additional spaces may be reduced by one-half.

(~~c~~3) Required bicycle parking shall meet the following standards:

~~i.~~(a) Required bicycle parking shall be provided in a safe, accessible, and convenient location.

~~ii.~~(b) Bicycle parking facilities shared by more than one use are encouraged.

~~iii.~~(c) Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 300 feet of the *Primary Entrance.*

~~iv.~~(d) When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

~~v.~~(e) When required bicycle parking is provided in racks, one (1) standard U-rack will accommodate two (2) bikes and each rack shall meet the following

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standards:

(i) The bicycle frame and one (1) wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle;

(ii) A bicycle six (6) feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and

(iii)The rack shall be securely anchored.

~~vi.~~(f) When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

~~vii.~~(g) Parking and maneuvering areas.

(i) Each required bicycle parking space shall be accessible without moving another bicycle;

(ii) There shall be an aisle of at least five (5) feet wide behind all required bicycle parking to allow room for bicycle maneuvering;

(ii) The area devoted to bicycle parking shall be hard surfaced.

~~viii.~~(h) A directional sign shall be required if the bicycle parking area is not visible from the *Thoroughfare* or *Primary Entrance*. Said sign shall be at minimum of one (1) square foot in area and be posted at the Primary Entrance indicating the location of the bicycle parking.

~~e~~5. Architectural Standards.

~~(1)~~a. Permanent and Temporary Structures

(~~a~~1) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(~~b~~2) Temporary *Structures* such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the *Code of Ordinances* and this Code, with the following exceptions by *Warrant.*

~~i.~~(a) Island Walk: Temporary Structures such as kiosks, stands, and tents may be allowed within the *Island Walk* easement and the *Waterfront Setback*.

~~ii.~~(b) Pirates Alley: Temporary Structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

~~iii.~~(c)Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks, shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like.

~~iv.~~(d) Kiosks and stands shall be limited to temporary covered structures no

greater than 300 square feet and shall have one or more open sides.

~~v.~~(e) All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the temporary structure may be grounds for revocation of the approval.

~~vi.~~(f) Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum periods of six months each time for a maximum of eighteen (18) months. Notwithstanding the foregoing, temporary sales centers may be approved for a period of up to twelve (12) months, renewable administratively up to two (2) additional time twelve (12) month periods for a maximum of thirty-six (36) months.

~~vii.~~(g) Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this subsection.

~~(2)~~b. Private Frontages and Facades.

(~~a~~1)The *Sidewalk-Level Facades* of all *Buildings* shall be glazed with no less than seventy percent (70%) clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(~~b~~2)The *Facades* of all *Sidewalk-Level Commercial Spaces* shall be detailed as Shopfronts. Shopfronts shall conform to *Section 15.2.E.* Shopfront Standards. Lobbies, ~~c~~Civic and ~~c~~Civic-~~s~~Support uses, live-work units, and townhouses are not required to be detailed as *Shopfronts.*

(~~3~~c) Outdoor Commercial Uses.

~~i.~~(a)Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Warrant. All temporary displays shall maintain a minimum clear pedestrian walkway of five (5) feet.

~~ii.~~(b)For outdoor dining areas on sidewalks that are in the public *Right-of- Way*, see *Section 8.17.H.* Outdoor dining and sidewalk cafes in Supplemental Development Standards.

~~iii.~~(c)Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by Warrant, subject to the following standards:

(i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

(ii) A minimum unobstructed pedestrian path of at least five (5) feet wide, clear of all outdoor furniture and landscaping, shall be provided at all

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times.

(4d) Galleries and Arcades.

i.(a) For the Gallery Frontage Type, see *Section 15.6.A.g.* Frontage Type Table.

ii.(b) For the Arcade Frontage Type, see *Section 15.6.A.h.* Frontage Type Table.

iii.(c) See also *Section 15.7.D.* Section Detail Illustration – T6.

iv.(d) The *Height* shall be the same as the Height of the first *Story.*

v.(e) The columns shall be located two (2) feet from the *Property Line.*

vi.(f) Columns shall be spaced approximately twenty (20) feet on center and no less than eighteen (18) feet on center.

vii.(g)A cornice or roof extension shall project one (1) foot minimum and two (2) feet maximum from the outer face of the *Gallery* or *Arcade* and shall not overhang the *ROW.*

viii.(h)Gallery details.

(i) Galleries shall be made of metal.

(ii) Columns shall be round with a maximum diameter of ten (10) inches.

(iii) The ceiling decking that is visible ~~form~~from the *Sidewalk* shall be wood or a wood-like material.

(iv). A roof deck on top of the Gallery at the second Story is allowed. Decking for the roof deck shall be made of wood or a wood-like material. Railings shall be made of metal.

ix(i).Arcade details.

(i) Arcades shall be made of materials that complement the architecture of the *Building.*

(ii) Columns shall be no more than four (4) feet wide and two and a half (2.5) feet deep.

f6. Sign Standards. See *Section 15.2.F.*

g7. Landscape and Waterfront Design Standards.

(1a) Landscape Standards.

(a1) *Open Space* shall be ten percent (10%) of the total lot area.

(b2) Where a Gallery or Arcade is not provided, street trees shall be planted. The trees shall be planted two (2) feet inside the Property Line, aligned with the Gallery or Arcade columns. Tree wells may encroach into public right-of-way. The spacing shall be similar to the Gallery or Arcade columns, between twenty (20)

and twenty-five (25) feet on center. If sufficient planting space is not available for trees and large palms, soil cells shall be required. The species shall be native or *Florida-Friendly*. See *Chapter 9 Division 4.* Landscaping.

(~~2~~b) Island Walk.

(~~a~~1) *Purpose and Intent.* The Island Walk is a public access, mixed-use *Pedestrian Promenade* along the waterfront that shall feel public, provide visual access to the *Bay*, enhance visual quality, connect to other public areas, and provide venues for public art, historic *Signage*, and environmental education signage. Where practical, retail, *Restaurants* with *Outdoor Dining*, boating, and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged.

(~~a~~1) General requirements.

~~i.~~(a) Every waterfront property shall provide an eighteen (18) foot wide *Island Walk Easement* within the twenty-five (25) foot waterfront *Setback.*

~~ii.~~(b) The location of the *Easement* shall be indicated on the site plan for the site plan approval process and recorded with the *Village.*

~~iii.~~(c) The Island Walk shall be open to the public and accessible for use, from 6 AM until midnight ~~PM~~ every day, except where an abutting establishment closes later, the closing time shall extend commensurate with the commercial establishment's closing hours, or as may be determined in a Development Agreement approved by the Village Commission pursuant to Sec. 8.15 of the ULDC.

~~iv.~~(d) Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

~~v.~~(e) Access to docks for boats or overwater seating is allowed and encouraged.

~~vi.~~(f) Railings, *Walls*, *Fences* are not allowed between the circulation zone and the water.

~~vii.~~(g) The surface shall be six (6) to eight (8) inches below the *Sea Wall Cap*.

(~~c~~3) Design Standards for the Island Walk. The Design Criteria applicable to the Island Walk are established in *Sec. 8.17.O.* of the ULDC. The provisions of this subsection shall supersede those of Sec. 8.17.O in case of conflict, when addressing the requirements applicable to properties located in the T6 zone.

The easement shall consist of three zones, which are listed below in order from the landward edge of the sea wall cap and progressing landward towards the private property. See *Sections 15.7.B.*and 15.7.C Section Detail Illustrations – T6.

~~i.~~(a) Safety zone. A minimum three (3) foot wide area adjacent to the sea wall

that shall be paved and/or landscaped.

(i) Whereas railings, walls and/or other barriers are not desirable along the water's edge, waterfront users should be warned when coming close to the water with a minimum three (3) foot wide safety zone consisting of a rough textured surface that discourages walking.

(ii) Paving within the safety zone shall be a type of cobble stone with "river rock," approximately ¾ to 1 ½ inches in diameter, set in concrete leaving a relief of ¼ to ½ inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum of three (3) feet wide with palm trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately twenty (20) to twenty- five (25) feet on center. Soil cells shall be required to allow for sufficient root space for these trees and palms. Low level plantings may be provided at the base of the trees or palms, not to exceed two (2) feet in *Height*. Landscape lighting may be provided to accentuate trees or palms in this area.

(iv) In areas between the planting beds, a minimum three (3) foot wide uniform exposed aggregate finish such as a river rock textured surface shall be provided to warn pedestrians of the water's edge meeting Americans with Disabilities Standards.

(v) Bollard lighting within the textured surface adjacent to the circulation zone shall be installed to provide pedestrian/pathway lighting. Bollards shall be evenly spaced at the same spacing as trees, when present, or approximately twenty (20) to twenty-five (25) feet on center.

(~~d~~b) Circulation zone. A twelve (12) foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is nineteen (19) feet.

(i). The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the twenty-five (25) foot shoreline setback.

(ii). Offsets in the alignment of the walkway shall not exceed seven (7) feet and be spaced not less than fifty (50) feet apart.

(iii). The circulation zone shall align with previously completed portions of the *Island Walk* on adjacent parcels.

(iv). The passive zone shall follow the path of the circulation zone.

(v). The safety zone shall follow the edge of the sea wall.

(vi). Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than fifteen (15) feet at any point.

(vii) The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

(viii) The circulation zone shall feature a distinctive paving pattern throughout the length of the *Island Walk*. The pattern shall be approved by the *Village Commission.*

(iv) The promenade surface shall be at a constant elevation and shall be accessible to handicapped persons throughout the entire length of the waterfront. Where slopes are required to harmonize with existing conditions, the slope shall be less than 1:20, if possible, so as to avoid handrails.

(~~e~~c) Passive zone. A minimum three (3) foot wide area located along the inland side of the circulation zone, interspersed with shade trees, low level plantings, site furniture, lighting, accessories, and concessions.

(i) Short lengths of the passive zone not to exceed ten (10) feet may be elevated eighteen (18) to twenty-four (24) inches above the level of the promenade for plantings, seating, and enhanced *Bay* views.

(ii) All benches shall have back rests, and their placement shall emphasize direct views of the water.

(iii) Site furniture may include overhead canopies, concessions, etc. and shall be confined to this zone. All furniture shall be permanently installed preferably by direct burial in concrete.

(iv) Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and landscape lighting. Appropriate additional furniture including overhead canopies or shelters, drinking fountains, etc., shall be confined to the passive zone.

(v) The passive zone may be paved in plain concrete or the paver on the main circulation zone.

(vi) Where the transition zone has active uses, connections shall be provided between the transition zone and the circulation zone.

(~~f~~d) Transition zone. A maximum seven (7) foot wide zone that is the balance of the waterfront setback that is not part of the *Island Walk Easement*. Typically, it is located on the landward side of the easement fronting the *Building*, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

(i) Active uses are allowed and encouraged, including restaurants, outdoor seating, retail *Shopfronts,* and kiosks/stands for food and retail sales

and rental of recreational equipment.

(ii). Where the Building features active uses, these shall be connected to the Island Walk. They shall not be screened visually.

(iii). The entire transition zone may be paved. The paving should be flush with the Island Walk, pervious, and feature a pattern distinct from the circulation zone.

(iv). If landscaped, the grade may be flush with the Island walk or elevated up to twenty-four (24) inches.

(v). Security to limit public access to private property may be provided by *Fences*, grade changes or retaining *Walls*. All screens and walls shall be landscaped to reduce their visual impact on the walkway.

(vi). For adjacent developments that serve the public (i.e., *Restaurants*, shops, *Hotels*, entertainment, etc.) provision of wide, visible, and easy pedestrian access to the waterfront shall be assured.

(vii). In general, landscaping and security barriers shall not visually screen the waterfront from adjacent active uses, such as retail restaurants, or entertainment.

(~~g~~e) Exceptions.

~~i.~~ Where existing obstructions, such as swimming pools or buildings, obstruct the path of the Island Walk, it may be constructed over the water with permission of the *Planning and Zoning Board*. The overwater version shall follow the same dimensions and include the same zones as described in the Design Standards for the Island Walk.

(~~h~~f) Standards and Guidelines for Design Elements.

(i). Landscaping.

~~(i)~~1. Plant material shall be salt-tolerant and primarily native or Florida-Friendly.

~~(ii)~~2. Royal Palms shall be planted along the Safety Zone spaced approximately twenty (20) to twenty-five (25) feet on center utilizing soil cells to promote sustainable planting.

~~(iii)~~3. Shade trees shall be planted within the passive and transition zones spaced approximately twenty (20) to twenty-five (25) feet on center utilizing soil cells to promote sustainable planting.

~~(iv)~~4. Low-level plantings, including shrubs, low shrubs, and groundcovers, should be planted at the base of trees and palms to enhance Island Walk aesthetics and to help buffer the walkway perimeters.

~~(v)~~5.Raised planters, if used, shall be confined to the passive zone, and all planter walls shall double as sitting walls, eighteen (18) to twenty-four (24) inches in height.

(ii)~~.~~.Lighting.

~~(i)~~1. Lighting at the water's edge shall be confined to eight (8) inch diameter bollards, which shall be twenty-four (24) to thirty (30) inches high and spaced approximately twenty (20) to twenty-five (25) feet on center.

~~(ii)~~2. Bollards shall be illuminated with one hundred (100) watt LED lamps with down illumination not extending beyond the sea wall line.

~~(iii)~~3. Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over fourteen (14) feet high, 175-watt LED, and spaced approximately forty (40) to fifty (50) feet on center.

~~(iv)~~4. Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

~~(v)~~5.The color temperature of lamps shall be no more than 2,700K.

~~(vi)~~6. Colored lighting, except for private signs, shall not be used.

~~(vii)~~7. Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

(iii)~~.~~.Signage.

~~(i)~~1. All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

~~(ii)~~2. All major public access points, including park walkways, roadways, dedicated midblock walks and public plazas, shall be marked with a standard Island Walk identification sign, to be specified by the Village.

~~(iii)~~3. Adjacent accessible publicly oriented private development, such as cafes or shops, shall identify the use with signage in the transition zone. See Shopfront standards in Section 15.5.E and Signage standards in Section 15.~~1~~2.F.

~~(iv)~~4. Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

~~(v)~~5.Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(~~3~~c) View Corridors.

(~~a~~1)Purpose and intent. The purpose of a View Corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Woonerf-type shared space that prioritizes the pedestrian experience over vehicles. The View Corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view.

(~~a~~1) The width of the View Corridor shall equal twenty percent (20%) of the lot

width. In T6-30, the View Corridor shall be located on the west side of the lot.

(~~b~~2) The entire View Corridor shall be open space, of which fifty percent (50%) may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(~~c~~3) The grade shall not rise more than two (2) feet above the Island Walk.

(~~d~~4) Landscaping shall be flush with the pavement except that twenty-five percent (25%) of the landscaped area may be in raised planters. The planters shall not be higher than eighteen (18) inches above grade and shall be designed to accommodate seating.

(~~e~~5) To preserve views and foster safety, there shall be minimal vegetation and foliage between three (3) and eight (8) feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(~~f~~6) Curbs, if present, shall be flush.

(~~g~~7) Vehicular traffic is allowed on no more than fifty percent (50%) of the area. Parking is not allowed. Standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.

(~~h~~8) Vehicular traffic shall be controlled with paving patterns, bollards, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(~~i~~9) The ground floor of the Building facing the view corridor shall contain habitable spaces that are at least twenty (20) feet deep and shall conform to the Architectural Standards in Section 15.3.e.

(4~~d~~) Island Walk Public Access Walkways.

(~~a~~1) All waterfront properties in the KBD shall provide and maintain a 5-foot (min.) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(~~b~~2) The Island Walk Access shall be located within the View Corridor. Additional Paseos or breezeways are encouraged.

(~~c~~3) The path shall be ADA compliant and not contain any steps.

(~~d~~4) The Island Walk Access shall not be separated or distinguished from the View Corridor.

(~~e~~5) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(~~f~~6) The easement shall be indicated on the site plan for the site plan approval process and recorded with the Village.

(~~5~~e) Waterfront Sites. For additional standards, see Chapter 9 Division 5, Design Standards for Coastal Sites.

~~h~~8. Ambient Standards.

(~~1~~a) Noise regulations shall be as established in the Village Code of Ordinances.

(~~2~~b)Average lighting levels measured at the Building Frontage shall not exceed twenty foot-candles (20 fc).

(~~3~~c)Lighting of Building and contingent Open Spaces shall be compatible with street lighting of Abutting public spaces. Interior garage lighting fixtures shall not be visible from streets, view corridors or the water.

(4d)The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

~~i~~9. Tables and Illustrations Specific to Zones.

(~~1~~a) For T6-24 and T6-24MU (Municipal Use), refer to *Section 15.7.B.*

(~~2~~b) For T6-30, refer to *Section 15.7.C.*

(~~3~~c) For T6 Section Detail, refer to *Section 15.7.D.*

(4d) For design review criteria table, refer to *Section 15.7.I.*

§ 15.4. Definitions.

This ~~s~~Section provides definitions for terms in Chapter 15, Form-Based Code that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to *Chapter 3* for definitions of terms that are pertinent to other ~~c~~Chapters of this Code. If a term is not defined in this section or Chapter 3, the *Village Manager* or ~~his/her~~ designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this ~~s~~Section, this section shall take precedence.

A. *Definitions of Building Function (Uses)*.

See tables in *Section 15.7.A*. ~~and Section 15.7.G~~ for Building Function (Uses) and Parking Requirement.

1. Residential.

This category is intended to encompass land use functions predominantly of permanent housing.

Single-Family Residence. Detached *Building* used as permanent residence by a single housekeeping unit. The term is general, applying to all detached house types. Also known as *Primary Dwelling Unit.*

Community Residence. A "resident", for the purpose of a *Community Residence*, may include any persons as defined in the following statutes.

(1) A disabled adult or frail elder as defined in *Section 429.65 (8)* and *(9)*, Florida Statutes.

(2) A physically disabled or handicapped person as defined in *Section 760.22(7),* Florida Statutes.

(3) A developmentally disabled person as defined in *Section 393.063(12),* Florida Statutes.

(4) A child as defined in *Section 39.01(12),* Florida Statutes.

(5) A *Dwelling Unit* of six or fewer residents that meet the definition in *Section 419.001*, Florida Statutes for a "community residential home" of such size; or

(6) A Dwelling Unit licensed to serve clients of the *State Department of Children and*

Families, which provides a living environment for seven to fourteen unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents, as defined in *Section 419.001*, Florida Statutes; or

(7) An adult family-care home as defined in *Section 429.65*, Florida Statutes, which provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, for no more than five disabled adults or frail elders who are not relatives.

Accessory Dwelling Unit (ADU). A Dwelling Unit sharing ownership and utility connections with a *Primary Building* and contained on the same *Lot.* An Accessory Dwelling Unit may be attached by ~~a Backbuilding~~ or detached from the Primary Building, and the unit shall not count towards maximum *Density* calculations. Also known as an Accessory Unit, Ancillary Unit or Ancillary Dwelling Unit.

Two Family-Housing. Two (2) Dwelling Units sharing a detached *Building*, each Dwelling Unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-Family Housing. A Building or portion thereof, containing three or more Dwelling Units where each unit has direct access to the outside or to a common hall. A multifamily *Structure* where Dwelling Units are available for lease or rent for less than one month shall be considered *Lodging.*

Dormitory. A Building used primarily for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home Office. A space within a Dwelling Unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in *Use* to the residence, that does not alter the exterior of the property or affect the residential character of the *Neighborhood*, and that meets all legal requirements of the business.

Live-Work. A Dwelling Unit that contains a commercial or office component which is limited to a maximum fifty percent (50%) of the Dwelling Unit area.

Rowhouse. A *Rear-Yard Building* type. A *Single-Family Dwelling* with common *Walls* on the side *Lot Lines*, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards. Syn. Townhouse, Terrace House.

Townhouse. See Rowhouse.

2. Lodging.

This category is intended to encompass *Land Use* functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: a lodging unit is a furnished room of a minimum two hundred (200) square feet that includes sanitary facilities, and that may include a *Kitchenette.*

Bed & Breakfast. A group of lodging units not to exceed ten (10) units that may provide services for dining, meeting, and recreation.

Hotel. A group of lodging units exceeding twenty-five (25) units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, and recreation.

3. Office.

This category is intended to encompass land Use functions predominantly related to business, professions, service, or government.

Office. A *Building* or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

4. Commercial.

This category is intended to encompass land Use functions of retail, service, entertainment, or recreational establishments and supporting office.

Alcohol Service Establishment. A place of business selling *Alcoholic Beverages* for consumption on the premises, and where the sale of food may be incidental to the sale of such beverages. This includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a Use. Alcohol beverage service establishments may include, but are not limited to bars, taverns, cocktail lounges, nightclubs, or supper clubs.

Auto-Related Commercial Establishment. A place of business serving auto-related needs including, but not limited to car rental, car wash, gas station, mechanic offering minor repairs, retail sales such as auto parts, tire store, indoor car sales. Uses not included: major mechanical work; body work; painting; steam cleaning; welding; outdoor car sales; storage of automobiles not in operating condition; commercial parking Lot or commercial garage; or any work involving undue noise, glare, fumes, or smoke, all of which are considered auto-related industrial activities.

Entertainment Establishment. A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: *Entertainment Establishment, Adult.*

Entertainment Establishment, Adult. A place of business that sells, rents, leases, trades, barters, operates on commission or fee, purveys, displays, or offers only to or for adults products, goods of any nature, images, reproductions, activities, opportunities for experiences or encounters, moving or still pictures, entertainment, or amusement distinguished by purpose and emphasis on matters depicting, describing, or relating by any

means of communication from one (1) person to another to “specified sexual activities” or “specified anatomical areas” as herein defined. An adult entertainment or adult service establishment is not open to the public generally but only to one (1) or more classes of the public, excluding any person under eighteen (18) years of age. It is the intent of this definition that determination as to whether or not a specific establishmentor activity falls within the context of regulation in this Code shall be based upon the activity therein conducted or proposed to be conducted as set out above and, in these regulations, shall not depend upon the name or title of the establishment used or proposed. Thus, the terms “adult bookstore,” “adult massage parlor,” “adult motion picture theater,” “adult private dancing,” and “adult escort service” are encompassed within this definition of “adult entertainment or services,” but the term “adult entertainment or adult services” is not to be deemed limited by the enunciation of specific activities listed before.

Food Service Establishment. A place of business dedicated to the preparation and sale of food and beverage for immediate consumption on or off site.

General Commercial. A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal from the premises by the purchaser. General commercial goods include, butare not limited to, clothing, food, furniture, pharmaceuticals, books, art objects and the like. General commercial services include, but are not limited to, barber shops; beauty salons; travel agencies; fortune tellers; retail dry cleaning; express delivery service; health spas and fitness studios; photo studios; Funeral Homes; Animal Clinics; repair service establishments, Employment Office; and the like. General Commercial services exclude: Auto-Related or Marine-Related Establishments; Commercial Storage Facilities, Pawn Shops, and the like.

Marine-Related Commercial Establishment. A place of business serving marine-related needs including but not limited to boat repairs, boat storage, boat servicing, boat rentals; or a place of business provides marine-related retail including but not limited to bait and tackle stores, boat sales, and marine supplies stores. Uses not included are; all industrial vessel paint and body work; and industrial major engine work or overhaul, all of which are considered marine-related industrial activities.

Open Air Retail. A retail sales establishment operated substantially in the open air including, but not limited to farmers market, Flea Markets, and the like. Uses not included are car sales, equipment sales, boats sales, and home and garden supplies and equipment.

Place of Assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Recreational Establishment. A place of business providing group leisure activities, often requiring equipment and open to the public with or without entry or activity fees. This may include, but is not limited to game courts, skating rinks, bowling alleys, commercial golf

facility, gyms *Inn. A* group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting, or sports rooms.

Self-Storage Facility. A *Building* or portion thereof segregated into storage cubicles used exclusively for the dead storage of excess property. Such term shall not include the conduct of business activities other than rental of storage units on the premises nor allow outside storage of property.

5. Civic.

This category is intended to encompass land Use functions predominantly of community-oriented purposes or objectives including those of not-for-profit organizations dedicated to arts and culture, education, recreation, religion, government, and the like.

Community Facility. A non-commercial facility established primarily for the benefit and service of the general public of the community in which it is located. Such facilities include but are not limited to community centers; North Bay Village offices; and cultural facilities, such as libraries and museums.

Recreational Facility. A non-commercial facility, primarily an open space, serving the recreation needs of the general public. This may include but is not limited to golf courses, parks, camping facilities, playfields, and playgrounds.

Regional Activity Complex. A large facility encompassing at least one *Principal Building* with possible *Accessory Structures* designed and outfitted as a venue for large assemblies, performances, or events intended to serve as a regional destination. *Regional Activity Complexes* shall be located in parcels larger than four (4) acres; shall be equipped to provide permanents seating for more than 4,000 patrons or providemore than 100,000 square feet of exhibition space, and shall provide *Off-Street Parking* for more than 1,000 vehicles.

Religious Facility. A facility used for regular organized religious worship and related activities.

6. Civil Support.

This category is intended to encompass land uses predominantly supportive of other urban Uses and functions.

a. *Community Support Facility.* A facility providing basic services, for the benefit and service of the population of the community in which it is located. Such facilities may include but are not limited to police and Fire Stations, Extended Care Facilities, Nursing Homes, convalescent homes, Continuing Care Facility, and Assisted Living Facility or Adult Daycare Center as defined by *Chapter 429*, Florida Statutes.

b. *Infrastructure and Utilities.* A facility or *Structure* related to the provision of roads, water, and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

c. *Major Facility.* A large facility of an institutional nature including but not limited to Hospitals, public health and social service facilities, research facilities, shelters,

judicial Buildings, Jails, Detention Facilities, work camps, cemeteries, mausoleums, Ambulance Services, Pharmaceutical Laboratories, or the like.

d. *Marina.* A facility for storage, servicing, fueling, berthing, or securing of boats. The Use does not include marine-related industrial activities.

e. *Public Parking. A* parking facility available to the general public for parking motor vehicles, including parking lots or garages.

f. *Rescue Mission.* A facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food services provisions, counseling, instruction, medical services, and other incidental services.

g. *Transit Facility.* A facility providing accommodations by public, private, or nonprofit entities for the conveyance of persons from one place to another by means of a transportation system, including but not limited to bus terminal, railroad station, freight terminal, airport, helistop, or seaport.

7. Educational.

This category is intended to encompass land Use functions connected with providing education, training, or care of children and students of all ages.

a. *Childcare.* A facility where six (6) or more children are cared for on a part-time basis by day or by night including after-school care. The term does not include community based residential facilities, Family Care Homes, foster homes, group homes, rehabilitation or detention centers, orphanages, or other places operating primarily for remedial care.

b. *College / University.* A facility for post-secondary education that grants associate, bachelor, master, or doctoral degrees, and may include research functions or professional schools.

c. *Elementary School.* A facility offering instruction at the elementary school level.

d. *Learning Center.* A facility offering to students training, tutoring or instruction in subjects such as languages, music, fine arts, or dance. This may include provision of electronic testing and distance learning.

e. *Middle / High School.* A facility offering instruction at the middle or high school level.

f. *Pre-School.* A facility offering care and instruction of children who are pre-elementary school age.

g. *Research Facility.* A facility for research and development that does not involve the use of human testing, animal husbandry, incinerators, heavy equipment, mass manufacturing, fabrication, processing, or sale of products. Any facility involving human testing, animal husbandry, and the use of incinerators shall be considered a Major Facility.

h. *Special Training / Vocational.* A facility offering instruction or training in trades or occupations such as secretarial, paralegal, business, beauty, barber, bartender, acupuncture, massage, design, fine arts, music and dance or other similar vocations. This classification excludes training and education in any activity that is not otherwise permitted in the zone.

8. Industrial.

This category is intended to encompass *Land Use* functions connected with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs. *Residential Uses* are not permitted except for live- aboard in commercial marinas, and limited work-live Uses.

B. *Definitions of Terms*.

"A" Terms

~~1.~~ *A-Frame Sign*. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).

~~2.~~ *Abandoned Sign*. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.

~~3.~~ *Abutting.* To reach or touch; to touch at the end or be contiguous with; join at a border or boundary; terminate on. Abutting properties include properties across a *Street* or *Alley*.

~~4.~~ *Accessory Building.* A *Building* separate from and subordinate to the *Principal Building* on a *Lot* and used for purposes incidental to those of the principal building. Syn. Backyard Cottage, Garage Apartment, Granny Flat, Ancillary Apartment.

~~5.~~ *Accessory Dwelling Unit (ADU).* See Accessory Dwelling Unit, in *Section 15.4.A.1.*

~~6.~~ *Accessory Unit.* See *Accessory Dwelling Unit.*

~~7.~~ *Address Plaque*. A small *Sign* mounted to the front or side of a *Building* at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.

~~8.~~ *Albedo.* The ratio of light reflected by a surface.

~~9.~~ *Allee.* A regularly spaced and aligned row of trees usually planted along a *Street* or *Pedestrian Passage.*

~~10.~~ *Alley.* A *Thoroughfare* (not officially designated as a street) designated by a recorded plat, deed, or legal instrument, to be a secondary means of vehicular access to the rear or side of properties otherwise Abutting a *Street*; an Alley may connect to a vehicular driveway located to the rear of *Lots* providing access to outbuildings, service areas and parking, and containing utility *Easements*.

~~11.~~ *Arcade.* An open *Structure* that projects from the front of a *Building* and covers a sidewalk, providing protected access along one or more sides of a Building. It is typically a substantial, masonry colonnade with or without arches supporting habitable space above. Compare to *Gallery.*

~~12.~~ *Arcade Frontage.* See *Section 15.6.A.* Frontage Types Table. A Private Frontage conventionally for *Retail* use wherein the *Facade* is a colonnade that overlaps the *Sidewalk*, while the Facade at the Sidewalk level remains at the *Frontage Line*. The covered pedestrian way is within the *Building* and there is *Habitable Space* above.

~~13.~~ *Architectural Features.* Prominent or significant parts or elements of a *Building* or *Structure.*

~~14.~~ *Architectural Screening.* A decorative architectural element which may be incorporated into or applied to a building's façade to provide visual texture or layering; add permeability; regulate light, thermal, and/or sound; and provide privacy control or optical filtering. Screens come in a wide variety of materials, designs, and styles. See also *Screening.*

~~15.~~ *Average Sidewalk Elevation.* The average of the record profile grade elevation of each of the *Streets* Abutting a development, as determined and on file with North Bay Village *Works Department.*

~~16.~~ *Awning.* A movable roof-like *Structure*, cantilevered or otherwise entirely supported from a *Building*, used to shade, or screen windows or doors.

~~17.~~ *Awning Sign*. A sign painted on, printed on, or applied to an awning.

~~18. *Backbuilding.* A single-story Structure with a maximum width of twelve (12) feet connecting a Primary Building to an Outbuilding.~~

"B" Terms

~~19.~~ *Balcony.* An unenclosed habitable *Structure* cantilevered from a *Facade* or *Building Elevation.*

~~20.~~ *Band Sign*. See *Wall Sign.*

~~21.~~ *Banner Sign*. A *Sign* consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a *Structure*, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.

~~22.~~ *Base Building Line.* The officially mapped *Street Lines*. Lines so established may fall within the boundaries of *Lots* and shall be used instead of the Lot lines adjacent to the streets in determining the *Layers* and *Setbacks*.

~~23.~~ *Base Flood.* The 100-year flood, i.e., the flood that is estimated by *FEMA* to have a 1% chance of occurring in any given year. This is the event that is used by the *National Flood Insurance Program (NFIP)* for determining flood risk and for emergency planning purposes.

~~24.~~ *Base Flood Elevation (BFE).* The estimated elevation of the *Base Flood* within a particular zone, as listed on the *FEMA Flood Map* and periodically updated based on new data and improved technology.

~~25.~~ *Bay Window.* An architectural feature of habitable space with large windows that projects beyond the exterior wall of a *Building*. The exterior walls shall be at least fifty percent (50%) glass.

~~26.~~ *Bed and Breakfast.* See *Section 15.4.A.2*, Lodging Use

~~27.~~ *Bicycle Lane.* A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

~~28.~~ *Bicycle Rack Space.* Parking space for any two-wheel alternative mode of transportation including: bicycle, scooter, motorcycle, Segway®, etc.

~~29.~~ *Bicycle Route.* A *Thoroughfare* designated for shared use of bicycles and automobiles.

~~30.~~ *Billboard*. A *Sign* which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located, or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a *Building.*

~~31.~~ *Block.* The aggregate of private *Lots*, passages, rear lanes and *Alleys*, the perimeter of which abuts *Thoroughfares.*

~~32.~~ *Build-to Line.* A line established within a given *Lot* indicating where the outer edge of a *Structure* must be located.

~~33.~~ *Building.* Any *Structure* having a solid roof intended for shelter or enclosing of persons, animals, chattels, property, equipment or a process of any kind or nature, excluding freestanding tents, freestanding awnings, and cabanas and screened enclosures.

~~34.~~ *Building Code*. The State of *Florida Building Code.*

~~35.~~ *Building Configuration.* The form of a *Building,* based on its massing, *Private Frontage*, and *Height.*

~~36.~~ *Building Height.* The vertical extent of a *Building* measured in feet.

~~37.~~ *Bulkhead* (in the context of *Sea Walls*). Synonym for Sea Wall. Definition forthcoming. A vertical wall which separates a body of water from adjacent land.

~~38.~~ *Bulkhead* (in the context of *Shopfronts*). A low wall on a shopfront between the sidewalk grade and the shopfront windows typically between 18 and 30 inches in height.

"C" Terms

~~39.~~ *Canopy.* A multi-sided overhead architectural projection supported by attachments to a *Building* on one or more sides and either cantilevered from such building supported by columns at additional points, or freestanding, with or without *Signage.*

~~40.~~ *Canopy Sign*. A sign that is part of, or attached to, a canopy.

~~41.~~ *Cap (*in the context of *Sea Walls*). A box structure which ties together a seawall at the top.

~~42.~~ *Civic.* Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See *Section 15.4.A.5*.

~~43.~~ *Civic Building.* A *Building* designed specifically for a *Civic Function.*

~~44.~~ *Clearance*. The distance above the walkway, or other surface if specified, to the bottom edge of a *Sign*. This term can also refer to a horizontal clear distance between two objects.

~~45.~~ *Clear Window*. The glass surface of a window that allows visual permeability without tinting or *Screening*.

~~46.~~ *Code.* The *NBV 100 Code*. May also be referred to herein as this Code.

~~47.~~ *Commercial. See Section 15.4.A.4.*

~~48.~~ *Commercial Rental Sign*: See *Real Estate Sign.*

~~49.~~ *Common Lawn.* A *Frontage Yard* type with a deep *Setback*, remaining unfenced and visually continuous with abutting yards, supporting a common landscape that may be densely planted to buffer from high-speed *Streets*. See *Section 15.6.A.* Frontage Types Table.

~~50.~~ *Community Residence.* See *Section 15.4.A.*, Residential Use.

~~51.~~ *Comprehensive Plan.* The North Bay Village adopted *Comprehensive Plan*.

~~52.~~ *Configuration.* The form of a *Building* based on its massing, *Private Frontage* and *Height.*

~~53.~~ *Construction Sign*. Nonilluminated *Sings* that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under *Section 8.17.F* of the North Bay Village Unified Land Development Code.

~~54.~~ *Corner Sign*. A sign mounted perpendicularly from a *Building* edge along two frontages positioned at an equal degree to both frontages.

~~55.~~ *Cross-Block Passage.* See *Passage.*

~~56.~~ *Crown of Road*. The elevation of the crown of road. Refer to the *Department of Public Works.*

"D" Terms

~~57.~~ *Density.* The number of *Dwelling Units* within a standard measure of land area, usually given as units per acre.

Directory Sign. A sign type, whether wall-mounted or freestanding, which provides a listing of establishments within a building or series of buildings.

~~58.~~ *District.* See *Form-Based District.*

~~59.~~ *Dock.* See *Pier.*

~~60.~~ *Dormitory*. See *Section 15.4.A.,* Residential Use.

~~61.~~ *Dwelling Unit*. Residence of a single housekeeping unit.

"E" Terms

~~62.~~ *Easement.* A legal instrument, in a form approved by the *Village Attorney* and recorded in the county and *Village* records, that allows access through real property of the conveyor.

~~63.~~ *Eave.* The edge of the roof that meets or overhangs the walls of a *Building*.

~~64.~~ *Ecotone.* A region of transition between two biological communities.

~~65.~~ *Electric Vehicle (EV).* A vehicle which is powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and which may include a nonelectrical source of power designed to charge batteries and components thereof.

~~66.~~ *Elevation, Building*. An exterior wall of a *Building* not along a *Frontage Line* (See *Facade*).

~~67.~~ *Elevation, Floor*. Height of floor level.

~~68.~~ *Electronic Message Center (EMC) Sign.* A *Sign,* or portion thereof, that consists of electronically changeable alphanumeric text.

~~69.~~ *Encroachment*. *Building* element permissible within required *Setback.*

~~70.~~ *Enfront.* To place an element along a frontage, as in "arcades enfront the street."

~~71.~~ *Entrance, Primary*. The main point of access for pedestrians into a *Building.* It shall remain open and unobstructed during regular business hours.

~~72.~~ *Entry Height*. The maximum or mini-mum vertical dimension from the side-walk level measured from the midpoint of the lot frontage to the entry floor of a *Building.* Garages and outbuildings are exempt from this requirement.

~~73.~~ *Estate Sale Sign*. A temporary sign advertising a home sale of household goods.

~~74.~~ *Exception*. A permit for a deviation from the *Uses* allowed by this Code requiring a *Public Hearing*. See Chapter 4, *Section 4.4.*

"F" Terms

~~75.~~ *Facade*. An exterior wall of a *Building* that is set along a *Frontage Line*. All sides of a *Tower* shall be treated as Facades. (See *Elevation*, *Building*).

~~76.~~ *Fence*. A permeable metal or wooden wall, independent of a *Building*, located along a *Frontage Line*.

~~77.~~ *FEMA*. Federal Emergency Management Agency.

~~78.~~ *Finished Grade*. The final elevation of the average ground level adjoining a *Building* at all exterior walls after development.

~~79.~~ *Finished Floor Level*. The top of the structural floor members of the habitable spaces. See also ~~Section 15.3.A.2~~ *Section 15.3.C.*

~~80.~~ *FIRM~~.~~ (Flood Insurance Rate Map)*. Provides information on flood risk including flood zones and *BFE*.

~~81.~~ *Flag Sign*. A *Sign* printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

~~82.~~ *Flood-proofing*. Any combination of structural and nonstructural additions, changes, or adjustments to *Structures*, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents. Flood-proofing shall be certified by an engineer.

~~83.~~ *Floorplate*. The total indoor and outdoor *Floor Area* of any given *Story* of a *Building* measured to the exterior of the wall or balcony.

~~84.~~ *Floor*. See *Story*.

~~85.~~ *Floor Area, Gross*. The floor area within the inside perimeter of the outside walls of the *Building* including hallways, stairs, closets, thickness of walls, columns and other features, and parking and loading areas, and excluding only interior *Atria* and open-air spaces such as exterior corridors, Porches, balconies, and roof areas. Also means *Building* or Development Capacity.

~~86.~~ *Floor Area, Net.* The actual occupied area of a floor, which excludes all the previously listed, routinely unoccupied accessory areas of a Building.

~~87.~~ *Floor Lot Ratio (FLR).* The multiplier applied to the net *Lot Area* that determines the maximum *Floor Area* allowed above grade in a given *Transect Zone*. The calculation of FLR includes parking and loading areas. The maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

~~88.~~ *Food Service Establishment.* See *Section 15.4.A.4*., Commercial Use.

~~89.~~ *For Sale Sign.* See *Real Estate Sign.*

~~90.~~ *Forecourt.* A three-sided courtyard on the front of a *Building* that opens on one side to a *Thoroughfare* or public *Right-of-Way*. Typically, the *Primary Entrance* is located in the *Forecourt*. See *Section 15.6.A.* Frontage Types Table.

~~91.~~ *Form-Based Code.* A ~~c~~Code that specifies form of the buildings graphically. Form-based codes generally prescribe building types, *Frontages*, and other characteristics while loosening restrictions on use. They do this by making use of the ability of harmonious urbanism and architecture to overcome objections to mixed-use.

~~92.~~ *Form-Based District.* An area composed of *Transect Zones.*

~~93.~~ *Frontage.* The area between a *Building Facade* and the vehicular lanes of a *Thoroughfare* or the pavement of a *Pedestrian Passage.*

~~94.~~ *Frontage, Building.* Synonym for *Facade.*

~~95.~~ *Frontage, Pedestrian.* That *Frontage* facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the *Street.*

~~96.~~ *Frontage, Primary (principal).* That *Frontage* facing the public space such as a *Thoroughfare* of higher pedestrian importance (i.e., traffic volume, number of lanes, etc.).

~~97.~~ *Frontage, Private.* The *Layer* between the *Frontage Line* and the *Primary Building Facade*. The *Structures* and landscaping within the Private Frontage may be held to specific standards regarding the depth of the *Setback* and the combination of architectural elements such as Fences, Stoops, Porches, and Galleries.

~~98.~~ *Frontage, Public.* The area between the curb of the vehicular lanes and the *Frontage Line.* Elements of the Public Frontage include the curb, *Sidewalk,* planter, street tree, streetlight, street furniture, etc.

~~99.~~ *Frontage, Retail.* *Frontage* that is intended for retail use.

~~100.~~ *Frontage, Secondary.* That *Frontage* facing the public space such as a *Thoroughfare* that is of lesser pedestrian importance (i.e., traffic volume, number of lanes, etc.).

~~101.~~ *Frontage Line.* *Property Line* or *Base Building Line* Abutting a public space, such as a *Plaza* or *Thoroughfare*, whether at the front, rear, or side of a *Lot.* Facades parallel to *Frontage Lines* define the public realm and are therefore more regulated than the *Elevations* that coincide with other *Lot Lines.*

~~102.~~ *Function.* The land Use allowed on property according to this Code.

~~103.~~ *Future Crown of Road.* The highest projected elevation of the Crown of Road after the thoroughfare has been raised. Refer to the *Stormwater Management Plan* of the Department of Public Works for data.

"G" Terms

~~104.~~ *Gallery.* An open structure that projects from the front of a *Building* and covers a sidewalk, providing protected access along one or more sides of a Building. It is typically a light, metal colonnade with no habitable space above. See Gallery Frontage Type in *Section 15.6.A.* Frontage Types Table. Compare to *Arcade.*

~~105.~~ *Gallery Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~106.~~ *Garage Sale Sign*. A temporary sign advertising a home sale of household goods.

~~107.~~ *Green Space. An Open Space outdoors, at grade, unroofed, landscaped, and free of impervious.*

~~108.~~ *Green Wall.* Refer to *Chapter 3*, and *Chapter 9, Division 4* – Landscaping. Green walls are also referred to as *Living Or Vegetated Walls*. See also *Screening.*

~~109.~~ *Ground floor.* Synonym for first *Story.*

~~110.~~ *Ground Sign*. A freestanding single or double-faced *Sign* that is placed on or anchored in the ground.

"H" Terms

Habitable. Suitable and fit for a person to occupy or live in.

~~111.~~ *Habitable Rooms.* Rooms designed and used for living, sleeping, eating, cooking, or working or combinations thereof. Bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility spaces, basement recreation rooms, and similar areas are not considered Habitable Rooms.

~~112.~~ *Habitable Space.* Building space which *Use* involves human presence with direct view of the *Enfronting* streets or public or private *Open Space*, excluding *Parking Garages*, self-service storage facilities, warehouses, and display windows separated from retail activity.

~~113.~~ *Hanging Sign*. A single or double-sided sign suspended from the underside of a canopy, awning, or *Structure* contained wholly underneath the overhead structure.

~~114.~~ *Height.* See *Building Height.*

~~115.~~ *Home Office.* See *Section 15.4.A.1,* Residential Use.

~~116.~~ *Hotel.* See *Section 15.4.A.2*, Lodging Use.

~~117.~~ *Inn.* See *Section 15.4.A.2,* Lodging Use.

"I" Terms

~~118.~~ *Intensity.* The magnitude of development measured by *Floor Lot Ratio* permitted in the Restricted, Limited, and Open categories of a *Transect Zone.*

~~119.~~ *Island Walk.* The public shoreline walkway in North Bay Village, formerly known as the *Baywalk.*

"J" Terms [Reserved]

"K" Terms

~~120.~~*Kiosk.* A temporary booth, stand, or similar *Structure* situated outdoors or affixed to the exterior of another structure at which goods or services are marketed. It does not include a structure serving the same purpose which is located within a primary structure, such as a hotel, retail establishment, *Restaurant*, or the like.

~~121.~~*Kitchen.* A room or area inside a *Building* fully equipped with all the standard cooking appliances including: a sink, stovetop, oven, and refrigerator.

~~122.~~*Kitchenette.* A room or area inside a *Building* partially equipped with standard cooking appliances, including: a sink, stovetop, and refrigerator, but excluding an oven.

"L" Terms

~~123.~~*Layer.* An area of a *Lot* which comprises a strip of land parallel to a *Frontage Line* within which certain elements are allowed or disallowed, as regulated in this Code. A Layer is typically specified as being the *First*, *Second,* or *Third Layer*. See *Section 15.6.B.* Definitions Illustrated Table.

~~124.~~*Layer, First.* The *Layer* between the *Base Building Line* and the required *Setback* including the *Private Frontage*. It is the most visible from the *Thoroughfare*. See *Section 15.6.B.* Definitions Illustrated Table.

~~125.~~*Layer, Second.* The *Layer* behind the *First Layer* starting at the *Setback* which includes that portion of the Building which enfronts the *Thoroughfare*. See *Section 15.6.B.* Definitions Illustrated Table.

~~126.~~*Layer, Third.* The *Layer* beyond the *First* and *Second Layers* towards the rear of the *Lot.* It is the least visible from the *Thoroughfare*. See *Section 15.6.B*. Definitions Illustrated Table.

~~127.~~*Letter Height*. The height of a letter from its bottom to its top, including any shadow lines which are constructed as part of the *Sign.*

~~128.~~*Level.* Synonym for *Story.*

~~129.~~*Liner.* A *Building* or part of a Building with *Habitable Space* specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, *Parking Garage,* or storage facility.

~~130.~~*Livability.* See *Section 15.1.B.2.a.*

~~131.~~*Live-Work.* See *Section 15.4.A.1.* Residential Uses

~~132.~~*Living Sea Wall.* Concrete modules that are attached to existing seawalls that mimic natural shapes, which help to disperse wave action, create marine habitat, and increase biodiversity.

~~133.~~ *Living Shoreline.* A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

~~134.~~ *Living Wall*. See *Green Wall.*

~~135.~~ *Loading Berth.* See *Loading Space.*

~~136.~~ *Loading Space.* An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

~~137.~~ *Lot.* A Lot is any individual Lot, tract, or parcel of land, intended as a single *Building* site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A Lot may also be any combination of Lots, tracts, parcels, or other areas of land established by acceptable legal joinder, delineated by a closed boundary, and assigned a number, letter, or other name through which it may be identified, intended as a single unit for development purposes.

~~138.~~ *Lot Area.* Lot area shall be the area within the *Lot Property Lines*, excluding any portions of street *Rights-of-Way* or other required dedications.

~~139.~~ *Lot, Corner.* A Lot or parcel of land Abutting two (2) or more *Thoroughfares* at their intersection, or two (2) parts of the same Thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

~~140.~~ *Lot Coverage.* The area of the *Lot* occupied by all *Buildings*, excluding *Structures* such as decks, pools, and trellises.

~~141.~~ *Lot, Interior.* A *Lot* Abutting only one (1) *Thoroughfare.*

~~142.~~ *Lot Line.* The boundary that legally and geometrically demarcates a *Lot.*

~~143.~~ *Lot Width.* The length of the narrowest dimension *Frontage Line* of a *Lot.*

"M" Terms

~~144.~~ *Marquee*. A permanent roof-like structure supported by a wall of a structure but having no relationship to the roof structure, generally designed, and constructed for protection against weather.

~~145.~~ *Marquee Sign*. A *Sign* attached to a marquee.

~~146.~~ *Master Plan*. A plan for a locality, embracing both the spheres of physical development and policy. A Master Plan is generally accepted by a legislative body but is not in itself a regulatory document.

~~147.~~ *Mezzanine.* An intermediate, partial floor that projects between main floors of a *Building* and it is counted among the overall floors of a building.

~~148.~~ *Mean Sea Level (MSL).* Average sea level, commonly referred to as sea level.

~~149.~~ *Micro Unit.* A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

~~150.~~ *Multi-Family Housing.* See *Section 15.4.A.1,* Residential Use.

~~151.~~ *Mixed-Use.* Multiple functions within the same *Building* or within the same area through superimposition or adjacency.

~~152.~~ *Mural*. Artwork applied to the wall of a *Building*, which covers all or most of the *Wall.* Where a mural contains a commercial message, it shall be considered a *Wall Sign*..

"N" Terms

~~153.~~ *NBV100. Master Plan* for North Bay Village (Final Report).

~~154.~~ *Nonconforming Sign*. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

"O" Terms

~~155.~~ *Open House / Model Home Sign*. See *Real Estate Sign*.

~~156.~~ *Open Space.* Any parcel or area of land or water essentially unimproved by permanent *Buildings* and open to the sky; such space shall be reserved for public or private Use. *Open Spaces* may include Parks, Greens, Squares, Courtyards, Gardens, Playgrounds, *Paseos* (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas.

~~157.~~ *Outbuilding.* A *Building,* usually located towards the rear of the same *Lot* as a *Primary Building*. It is sometimes connected to the *Primary Building* ~~by a Backbuilding~~.

"P" Terms

~~158.~~ *Parking Area.* Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential Uses, and *Thoroughfares*.

~~159.~~ *Parking Garage or Parking Structure.* A *Structure* containing vehicular parking, including mechanical parking systems.

~~160.~~ *Parking, Off-site.* Spaces provided for vehicles and located outside of the boundaries of the *Lots* to be served.

~~161.~~ *Parking, Off-street.* Any land area designed and used for parking motor vehicles including parking lots and garages, driveways and garages serving residential uses, but excluding areas of *Thoroughfares.*

~~162.~~ *Parking, Shared.* The policy wherein day / night and weekday / weekend schedules allow the parking to be shared by more than one use or *Building.*

~~163.~~ *Parking, Tandem.* The placement of vehicles one behind the other as opposed to side by side.

~~164.~~ *Paseo.* See *Passage.*

~~165.~~ *Passage.* A pedestrian connector, open or roofed, that passes between *buildings* to provide shortcuts through long blocks and connect rear parking areas to frontages. They are public open spaces restricted to pedestrian use that also connect thoroughfares and other public use spaces.

~~166.~~ *Pedestal.* In T6 Zones, that portion of a *Building* up to the fifth *Story,* which typically contains the building's structured parking and amenities. Also known as podium.

~~167.~~ *Pedestrian Passage.* See *Passage.*

~~168.~~ *Pervious Pavement System.* A porous surface system with a stabilized base that allows water from precipitation and other sources to pass directly through, thereby reducing the runoff from a site, allowing groundwater recharge, and naturally cooling the surface through evaporation of water from pavement voids or from beneath.

~~169.~~ *Pier.* A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

~~170.~~ *Planter.* The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

~~171.~~ *Place of Assembly (POA).* A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

~~172.~~ *Plaza.* An *Open Space* available for civic purposes and programmed activities. A plaza shall be spatially defined by *Building Frontages* and may include street *Frontages*. Its landscape shall consist primarily of pavement and trees. Plazas shall be located at the intersection of important *Thoroughfares.*

~~173.~~ *Political Sign*. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

~~174.~~ *Porch.* An open-air room appended to a *Building*, with floor and roof but no walls on the sides facing *Frontages.*

~~175.~~ *Porch and Fence Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~176.~~ *Primary Building.* A *Structure* used to enclose or house the *Primary Use(s)* located on a *Lot*; or the main *Building* on a Lot, usually located toward the front.

~~177.~~ *Primary Dwelling Unit.* See *Single-Family Residence*.

~~178.~~ *Primary Frontage Line.* A line established within a given *Lot* indicating where the *Front Facade* of a *Structure* must be Located. (Also *Build-to Line*).

~~179.~~ *Principal.* Synonym for Primary.

~~180.~~ *Projecting Sign*. A building-mounted, double-sided sign which is mounted perpendicular to a *Building's Façade*.

~~181.~~ *Promenade.* A controlled pedestrian sequence designed to be aesthetic, as opposed to an itinerary, which is a controlled sequence without such ambition. A promenade is usually a sequence within a park, sometimes along a waterfront.

~~182.~~ *Property Line.* Demarcation of private property ownership.

~~183.~~ *Prosperity.* See *Section 15.1.B.2.c.*

~~184.~~ *Public Parking.* See Section ~~1.~~1 *Section 15.7.A.h,* Civil Support Use.

~~185.~~ *PZB.* The *Planning and Zoning Board* of North Bay Village.

"Q" Terms [Reserved]

"R" Terms

~~186.~~ *Real Estate Sign*. A sign depicting sale or lease of a property on the premises of the property being advertised.

~~187.~~ *Recreational Watercraft.* A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

~~188.~~ *Regulating Plan.* The Form-Based Districts Regulating Plan of North Bay Village. See *Section 15.5,* Form-Based District Regulating Plan.

~~189.~~ *Rental*. See *Real Estate Sign.*

~~190.~~ *Residential Use.* See *Section 15.4.A.1.*

~~191.~~ *Residential Construction Sign*. See *Construction Sign.*

~~192.~~ *Resiliency.* The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

~~193.~~ *Retail.* A business providing the sale and display of goods or sale of services directly to the consumer. Retail goods include clothing, food, furniture, pharmaceuticals, books, used goods, and works of art. General retail services include, but are not limited to: barber shops, beauty salons, travel agencies, retail banking, real estate agents, retail dry cleaning, laundromats, photo studios, and repair services establishments for small domestic products.

~~194.~~ *Retail Frontage Line.* *Frontage Lines* designated on a *Special Area Plan* that require the ground level to be available for retail Use.

~~195.~~ *Right-of-Way, Public*. That land held in trust by the *Village* between the base building lines, including the sidewalk, swale and parkway area, and the roadway, *Street,* and highway.

~~196.~~ *Rip ~~r~~Rap.* Loose stone used to form a foundation for a breakwater or other *Structure.*

~~197.~~ *ROW.* Right-of-way.

~~198.~~ *Rules of Construction.* A legal term referring to rules for how the code language is written and how it is to be interpreted. This term should not be confused with the *Building Code.*

"S" Terms

~~199.~~ *Scale.* The spatial relationship among *Structures* along a street or block front, including height, bulk, and yard relationships. Scale also refers to the proportional relationship of the size of parts to one another and to the human figure.

~~200.~~ *Screening*. Visually shielding or obscuring one *Structure* or *Use* from another or from a *Thoroughfare* by a *Liner Building*, *Fencing, Wall*, or densely planted vegetation. See also *Architectural Screening.*

~~201.~~ *Sea Level Rise (SLR).* The average long-term global rise of the ocean surface measured from the center of the earth, as derived from satellite observation.

~~202.~~ *Sea Wall.* A wall or embankment made up of a bulkhead and cap erected to prevent the sea from encroaching on or eroding an area of land. See *Bulkhead.*

~~203.~~ *Setback.* The distance from the *Base Building Line* to the point where a *Building* may be constructed. This area must be maintained clear of permanent Structures with the exception of encroachments described in each Transect Zone.

~~204.~~ *SF.* Square foot.

~~205.~~ *Shared Parking Standards.* An accounting for parking spaces that are available to more than one function.

~~206.~~ *Shared Use Path.* A form of infrastructure that supports multiple recreation and transportation opportunities. Users include, but are not limited to: bicyclists, in-line skaters, wheelchair users, and pedestrians.

~~207.~~ *Shopfront.* The ground floor *Facade* of a commercial building visible from a *Street,* sidewalk, parking area, or other public way, comprising an entrance to an establishment and display windows. See *Section 15.2.E.* Shopfront Standards.

~~208.~~ *Shopfront Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~209.~~ *Sidewalk.* The paved layer of the *Public Frontage* dedicated exclusively to pedestrian activity.

~~210.~~ *Sign*. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description, or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.

~~211.~~ *Sign Band.* A horizontal component of a *Shopfront* to accommodate band signs located above transom and Shopfront windows and below the transition band.

~~212.~~ *Sign Area*. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

~~213.~~ *Sign Copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

~~214.~~ *Single-Family Residence.* See *Section 15.4.A.1*, Residential Use.

~~215.~~ *Snipe Sign*. A sign attached to a tree, pole, stake, *Fence,* public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).

~~216.~~ *Square.* An *Open Space* available for unstructured recreation programs and civic purposes. A square is spatially defined by *Building Frontages* with *Streets* on at least one *Frontage*. Its landscape shall consist of pavement, lawns, and trees formally disposed. Squares shall be located at the intersection of important thoroughfares.

~~217.~~ *Stepback.* A recess in the mass of a *Building* above a specified elevation or level. It is measured horizontally from the exterior face of the Building below (not from the *Property Line* or *Setback*) to the exterior face above.

~~218.~~ *Stoop.* A small, uncovered, exterior stair, most often with a landing, that connects a *Building* entrance to the *Sidewalk.* There may be a ramp in addition to or in place of the stairs.

~~219.~~ *Stoop Frontage.* See *Section 15.6.A*. Frontage Types Table.

~~220.~~ *Storefront.* Synonym for *Shopfront.*

~~221.~~ *Story.* That portion of a *Building,* other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it by which Height is measured. Synonymous with *Floor* and *Level.*

~~222.~~ *Streetscape.* The urban element that establishes the major part of the public realm. The streetscape is composed of *Thoroughfares* (travel lanes for vehicles and bicycles, parking lanes for cars, and Sidewalks or paths for pedestrians) as well as the amenities of the *Public Frontages* (street trees and plantings, benches, streetlights, paving, street furniture, etc.), and the visible *Private Frontages* (*Building Facades* and *Building Elevations*, Porches, *Yards, Fences*, etc.).

~~223.~~ *Streetedge.* A masking *Structure* stretching along the *Frontage Line* or co-planar with the facade, designed to remedy a gap of spatial definition or to mask parking. A

streetedge shall consist of one or a combination of the following: a solid masonry streetwall (*Streetscreen*), matching the finish of the *Primary Building*; a fence not less than 50% opaque; or a dense hedge.

~~224.~~ *Streetscreen*. A freestanding wall required in certain *Transect Zones* built along the *Frontage Line*, or coplanar with the *Facade,* often for the purpose of masking a parking lot from the *Thoroughfare.*

~~225.~~ *Structure.* A Structure is anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having fixed location on the ground or on or below the surface of the ground or water.

"T" Terms

~~226.~~ *Terrace.* An elevated, uncovered patio along the front of a *Building*, larger than a stoop or stair landing.

~~227.~~ *Terrace Frontage.* See *Section 15.6.A.* Frontage Types Table.

~~228.~~ *Thoroughfare.* A vehicular way incorporating moving lanes and parking lanes within a *Right-of-Way* as part of an interconnected network for vehicular, pedestrian, and bicycle mobility.

~~229.~~ *Tower.* In T6 Zones that portion of a *Building* that extends above the *Pedestal.*

~~230.~~ *Tower, Waterview.* A habitable portion of a *Building* at or above the maximum *Building Height* that is intended for views of the water, and which may be used for access to the roof.

~~231.~~ *Transit Corridor*. Refers to a transportation corridor served by a single route or a combination of routes connected by a transfer point where the transit service is provided either by train or bus managed by *Miami-Dade County TPO.*

~~232.~~ *Transect.* A system of ordering human habitats in a range from the most natural to the most urban. *Transect Zones* describe the physical character of place at any Scale, according to the *Density* and *Intensity* of land use and urbanism.

~~233.~~ *Transect Zone (T-Zone).* The identification of areas of varying *Density* whose character is determined by the requirements for *Use*, *Height*, *Setback* and the form of *Building* and the form of the *Enfronting* public streetscape. The elements are determined by their location on the Transect scale. Transect Zones include T1 Natural, T2 Rural, T3 Sub- Urban, T4 Urban General, T5 Urban Center, and T6 Urban Core, CS Civic Space, CI Civic Institutional. T3 through T6 Zones may be subcategorized as Restricted I, Limited (L), and Open (O).

~~234.~~ *Transition Line.* A horizontal line spanning the full width of a *Facade,* expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

~~235.~~ *Trellis.* A lattice-pattern frame supporting climbing plants, usually made of wood. A trellis may arch to form a tunnel, be straight as a pergola, or be a screen affixed to a wall.

~~236.~~ *Two-Family Residence*. See *Section 15.4.A.1,* Residential Use.

~~237.~~ *Type*. A category determined by Function, disposition, and configuration, including size or extent, such as *Thoroughfare* types, *Civic Space* Types, etc.

"U" Terms

~~238.~~ *Understory.* The uninhabited ground level of a *Building* designed to allow flood waters to pass through.

~~239.~~ *Use*. The purpose or activity for which land, water or *Buildings* are designed, arranged, or intended, or for which land or Buildings are occupied or maintained.

"V" Terms

~~240.~~ *Variance.* A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the *Building, Structure*, or property, which, because of unusual or unique circumstances, is denied by the provisions of this ~~c~~Code. See Chapter 7 of the ULDC.

~~241.~~ *Verge.* The green space between the Sidewalk and the Curb in the public *Right-of-Way.*

~~242.~~ *Vessel.* Any watercraft, power-driven or not, mobile, or stationary, surface, subsurface or hydrofoil, including but not limited to ships, boats, houseboats, air boats, and sea planes, but excluding Floating Structures.

~~243.~~ *Vessel, Commercial.* A vessel built, altered, or used for the primary purpose of engaging in water-related commercial activity, including but not limited to charter boats, fishing boats, cruise ships, and freighters.

~~244.~~ *Vessel, Private Pleasure Craft.* A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official, or scientific vessels. For regulatory purposes, private pleasure craft are divided into two (2) classes. Minor: Under sixteen (16) feet in length; Major: Sixteen (16) feet and over in length. Private pleasure craft may or may not contain facilities qualifying them Residential Use. Where they do contain such facilities, Use within the *Village* limits shall be governed as provided in this Code and other applicable regulations.

~~245.~~ *Vestibule.* A passage, hall, or room between the outer door and the interior of a *Building.*

~~246.~~ *View Corridor.* A portion of a lot that allows views of the water from a public *Thoroughfare.* No parking or above-ground structures are allowed. Landscaping must not obstruct the view.

~~247.~~ *Village.* North Bay Village.

~~248.~~ *Village Center.* Typically comprised of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting *Streets* that are within walking distance for residents who live within and surrounding the core.

~~249.~~ *Village Code.* The *Code of Ordinances* of North Bay Village.

"W" Terms

~~250.~~ *Waiver.* Permits for a minor deviation from the code, other than for use, granted administratively. See *Section 15.1.H.*

~~251.~~ *Wall Sign*. A sign erected against or painted on the wall of any *Building,* displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

~~252.~~ *Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

~~253.~~ *Warrant.* A minor use exception granted administratively. See *Section 15.1.H.*

~~254.~~ *Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

~~255.~~ *Window Sign*. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

~~256.~~ *Work-Live.* A mixed-Use unit that contains a commercial, office, or light industrial component. The work component exceeds fifty percent (50%) of the *Dwelling Unit* area.

"X" Terms [Reserved]

"Y" Terms

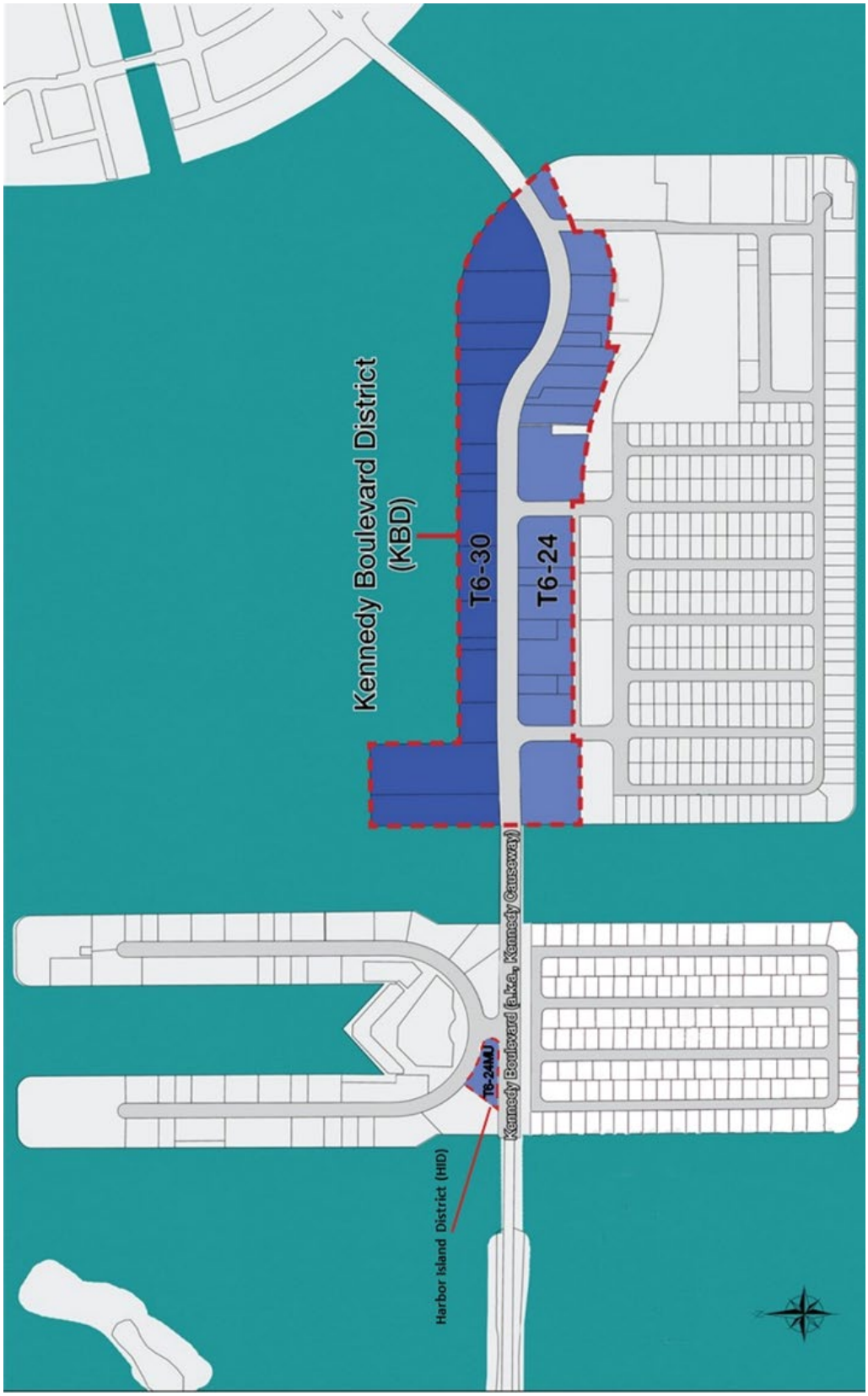
~~257.~~ *Yard Sale Sign*. See *Garage Sale Sign.*

~~258.~~ *Yard Sign*. A freestanding sign placed along a *Property Frontage.*

"Z" Terms [Reserved]

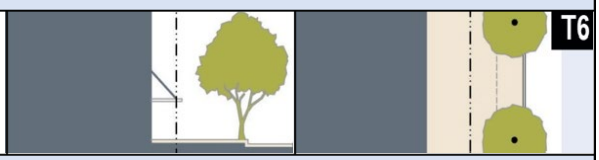
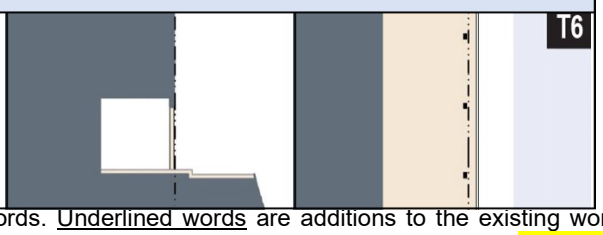
§ 15.5. Form-Based Districts Regulating Plan (Amended).

The official Form-Based Districts Regulating Plan (a.k.a., Regulating Plan) is maintained in the Office of the *Village Clerk*. Refer to *Section 15.1* for General Provisions. If conflicting, t~~T~~he Form-Based Districts and Transect Zones indicated on the Regulating Plan supersede zoning districts and overlay districts on the North Bay Village *Zoning Map.*



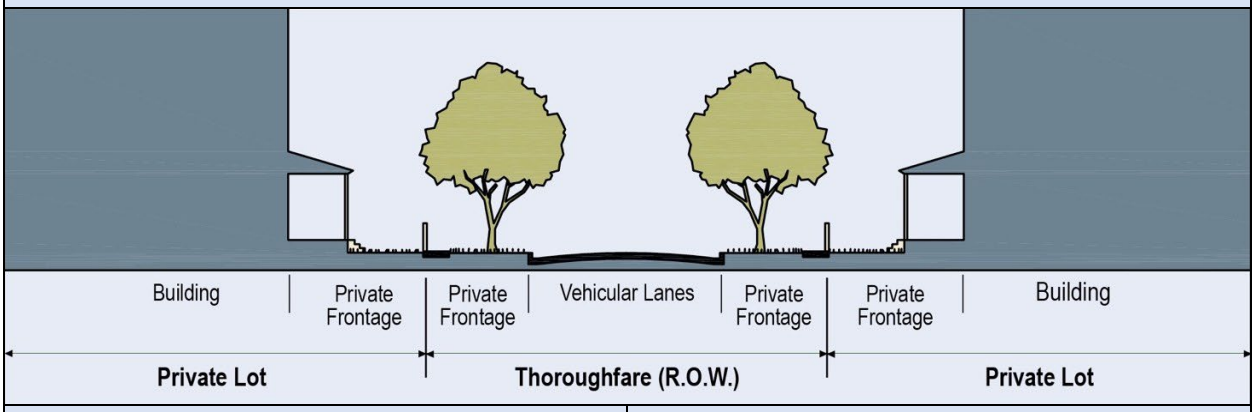
Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

§ 15.6.A Frontage types table.

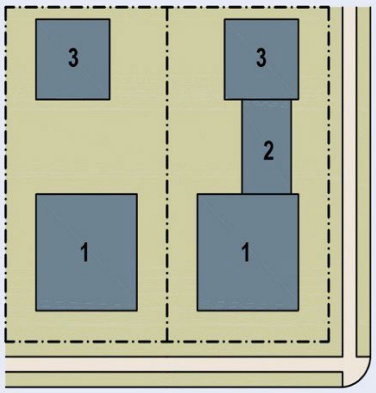
	SECTION	PLAN
	LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage	LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage
a. Common Lawn. ~~[Reserved]~~		
A *Frontage* wherein the Facade is set back substantially from the Frontage Line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The *Setback* can be densely landscaped to buffer from higher speed Thoroughfares.		
b. Porch and Fence. ~~[Reserved]~~		
A Frontage wherein the Facade is set back from the *Frontage Line* with an attached *Porch* permitted to encroach. A *Fence* at the Frontage Line maintains the demarcation of the yard while not blocking view into the front yard.		
c. Terrace.		
A Frontage wherein the Facade is set back from the Frontage Line by an elevated terrace. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. The raised terrace is suitable for outdoor cafes.		
d. Forecourt.		
A Frontage wherein a portion of the Facade is close to the Frontage Line with a portion set back. The forecourt with a large tree offers visual and environment variety to the urban *Streetscape*.		
e. Stoop.		
A Frontage wherein the Facade is aligned close to the Frontage Line with the first *Story* elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor Residential Use.		
f. Shopfront.		
A Frontage wherein the Facade is aligned close to the Frontage Line with the *Building* entrance at sidewalk grade. This type is conventional for retail Use. It has substantial glazing at the sidewalk level and an *Awning* that may overhang the sidewalk.		
g. Gallery.		
A Frontage wherein the Facade is aligned at the Frontage Line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail Use. The Gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.		
h. Arcade.		
A Frontage wherein the Facade is aligned at the Frontage Line with an open colonnade overlapping the sidewalk. *Habitable Space* is found above the entirety of the Arcade for floors two through five. This type is conventional for retail Use. The Arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.		

§ 15.6.B Definitions illustrated table.

a. Thoroughfare & Frontages

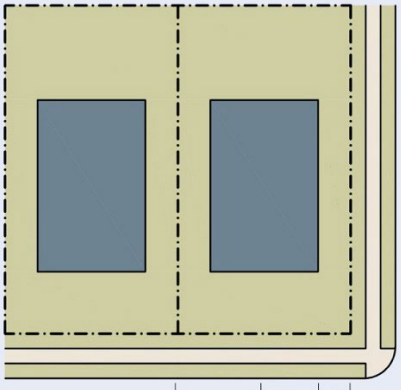


b. Building Disposition



1 - Primary Building
2 - Backbuilding
3 - Outbuilding

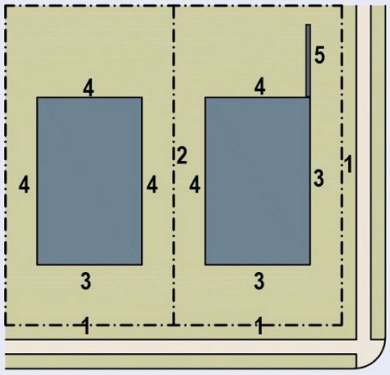
c. Lot Layers



3rd Layer
2nd Layer
1st Layer

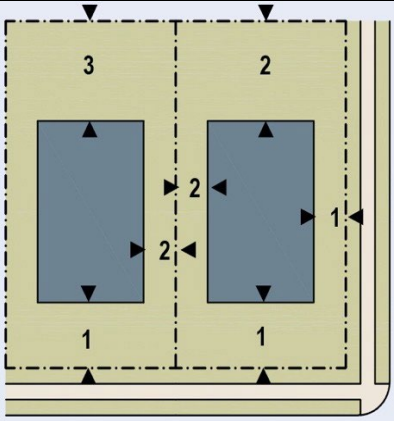
3rd Layer 2nd Layer 1st Layer

d. Frontage & Lot Lines



1 - Frontage Line
2 - Lot Line
3 - Facades
4 - Elevations
5 - Streetscreen

e. Setback Designations

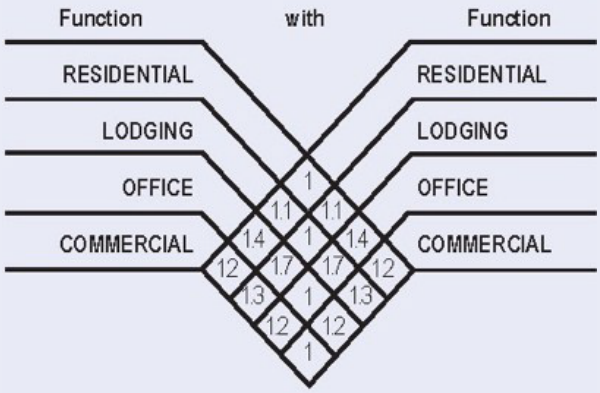


1 - Front Setback
2 - Side Setback
3 - Rear Setback

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

§ 15.6.C. Shared parking standards table.

a. **Sharing Factor**



The shared Parking Standards Table provides the method for calculating shared parking for buildings with more than one Use type. It refers to the parking requirements that appear in *Section 15.7.A.*

The parking required for any two Functions on a Lot is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from this Table and adding the result to the greater use parking requirement.

For instance: for a building with a Residential Use requiring 100 spaces and a Commercial Use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed. Additional sharing is allowed by Warrant.

§ 15.6.D. Loading berth standards table.

USE				NOTES
a. Residential [1]	**From 25,000 sf to 500,000 sf**			**Berth Types** Residential[1]: 240 sf = 10 ft x 20 ft (12 ft high) Commercial[2]: 420 sf = 12 ft x 35 ft (15 ft high) Industrial[3]: 660 sf = 12 ft x 55 ft (15 ft high) ~~f~~ 1 Residential loading berths shall be set back a distance equal to their length. [2] 1 Commercial berth may be substituted by 2 Residential berths [3] 1 Industrial berth may be substituted by 2 Commercial berths. A required Industrial or Commercial loading berth may be substituted by a Commercial or Residential loading berth by Waiver if the size, character, and operation of the *Use* is found to not require the dimensions specified and the required loading berth dimension could not otherwise be provided according to the regulations of this Code.
	Berth Size	**Loading Berths**		
	420 sf	1 per first 100 units		
	240 sf	1 per each additional 100 units or fraction of 100		
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**		
	660 sf	1 per first 100 units		
	240 sf	1 per each additional 100 units or fraction of 100		
b. Lodging	**From 25,000 sf to 500,000 sf**			
	Berth Size	**Loading Berths**		
	420 sf	1 per first 300 rooms		
	240 sf	1 per 100 rooms		
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**		
	660 sf	1 per first 300 rooms		
	240 sf	1 per 100 rooms		
c. Office, Commercial,[2] Industrial[3]	**From 25,000 sf to 500,000 sf**			
	Berth Size	**Loading Berths**	**Area**	
	420 sf	1st	25K sf – 50K sf	
	420 sf	2nd	50K sf -100K sf	
	420 sf	3rd	100K sf – 250K sf	
	420 sf	4th	250K sf – 500K sf	
	Greater than 500,000 sf			
	Berth Size	**Loading Berths**	**Area**	
	660 sf	1 per	500K sf	

Key:

sf = square feet

K = 1,000

§ 15.6.E. Sign restrictions table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. **A-Frame (Syn sandwich board sign)**	B	1 per tenant	9 sf. each side	n/a	3 ft	3 ft	n/a
b. **Awning**	O	1 per sloping plane, plus 1 per valeance	75% of sloping plane; 75% area of awning valeance	16 in. on sloping plane; 8 in. on valeance Limited to tenant's store name, logo, and/or address.	See Location/ Clearance	Shopfront width	8 ft min clear height
c. **Band ~~Sign~~** **(Syn. Wall sign)**	O	1 per frontage	3 sf. per linear ft. up to 80 sq. ft	~~16 in. on sloping plane; 8 in. on valence~~ 18 in.	3 ft	Shopfront width	n/a
d. **Banner**	T	1 per event	Per NBV	Per NBV	Per NBV	Per NBV	Per NBV
e. **Canopy**	P	1 per canopy	2 sf. per linear foot of shopfront	18 in.	18 in. above projection line	Shopfront width	8 ft min clear height
f. **Commercial Construction**	T	1 per construction site	32 ft.	~~n/a~~ Per NBV	Per Sec. 11.7	Per Sec. 11.7	Per Sec. 11.7
g. **Corner**	P	1 per building	40 sf. per frontage	~~16 in. on sloping plane; 8 in. on valence~~ 75% of signable width and signable height or 10 in. max (whichever	3 ft	40% of shopfront width or wall width	n/a

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

				is lesser)			
h. **Directory/ Wayfinding**	P	1 per frontage	10 sf. each side	n/a	8 ft. (wall) 3 ft (ground)	4 ft.	Wall mounted or freestanding
h. **~~For Sale~~Real Estate**	T	1 per lot plus 1 per ~~golf or lake~~ water frontage	~~3~~12 sf. each side, 24 sf total ~~60 in. above grade~~	Per NBV	Per NBV	Per NBV	60 in. above grade (ground)
i. **Ground**	P	1 per frontage	36 sf. each side 72 sf total	16 in	8 ft.	8 ft	6 ft
j. **Hanging (also known as Suspended)**	P	1 per tenant	6 sf. each side 12 sf total	12 in	3 ft	2 ft	8 ft clear height
k. **Marquee**	P	1 per entry	~~n/a~~ 15 sf. each side 30 sf. total	16 in.	50 ft.	4 ft 8 ft projection (max)	16 ft clear height
l. **Mural Sign****	P	1 per frontage	1,500 sf	n/a	50 ft.	60 ft.	10 ft above ground min.
m. **Projecting**	P	1 per tenant	6 sf. each side 12 sf. total	~~Copy Height (Max.)~~ n/a	36 in	36 in	8 ft clear height 4 ft projection max
n. **Open House** **~~Estate Sale~~** **~~Model Home~~**	T	~~1~~2 per event	3 sf. each side~~,~~ 10 sf total ~~30 in. above grade~~	n/a	3 ft.	30 in. above grade	At least 12 feet from the edge of the thoroughfare pavement
o. **Garage / Yard / Estate Sale, and Moving Signs**	T	2 per lot	n/a	n/a	n/a	n/a	On private property

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes introduced after the Planning and Zoning Board meeting to reflect staff or external expert feedback are highlighted. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~o~~p. **Window**	O	1 per window	25% of glazed area	8 in	8 ft	3 ft	3 ft off ground min
~~p~~q. **Yard**	T	1 per 50 feet of frontage	6 sf. each side	6 in	3 ft	3 ft	5 ft.

Key:

P - Permanent; Signs do not require removal.

O - Occupancy; Signs must be removed within 7 days of the end of tenant occupancy.

B - Business; Signs must be removed when the business is closed.

T - Temporary; Signs must be removed within the time period specified by sign type.

Per NBV – Parameter to be determined ~~admiratively~~administratively by Village Manager upon recommendation from the Planning and Zoning Official and/or Building Official. See also *Section 11.7.*

*Note: See *Section15.4.B.* Definitions of Terms and ~~Section 15.6.B.5~~ *Section 15.6.F.* Sign Types Illustrated Table.

** Art Murals – Art murals (i.e., murals not containing signage) are not subject to these limitations. In keeping with the character of the *Village*, it is suggested that murals be limited to themes depicting nature or the natural environment.

§ 15.6.F. Sign types illustrated table.

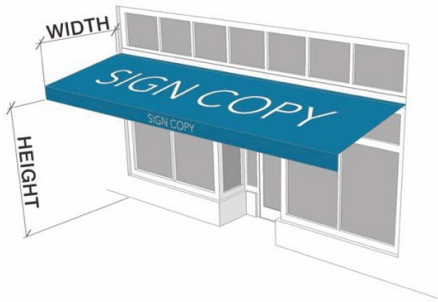
a. **A-Frame Sign**





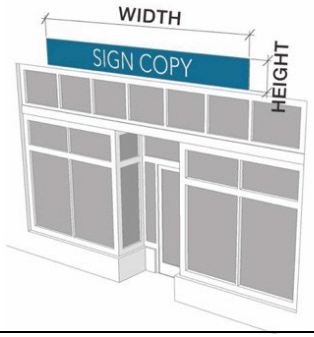
b. **Awning Sign**



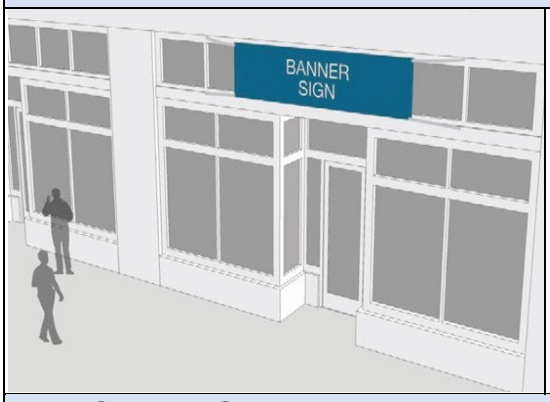


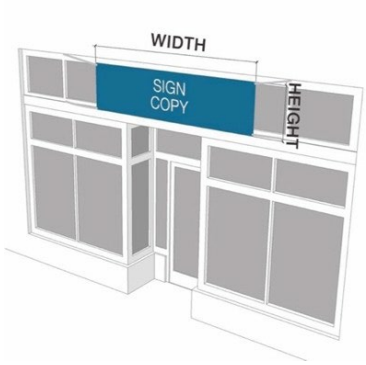
c. **Band Sign (Syn. Wall Sign)**



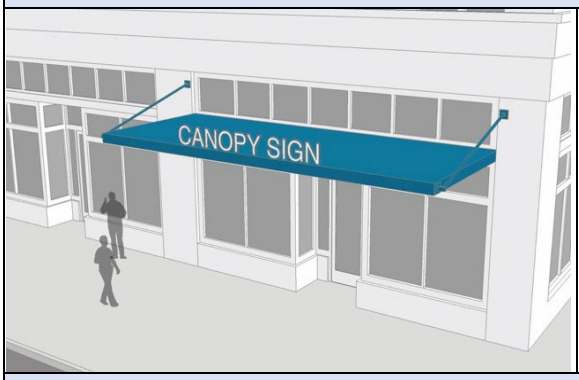


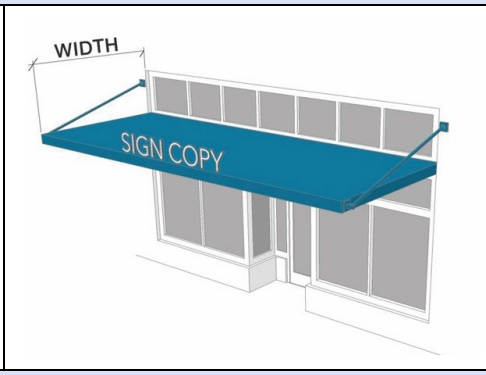
d. **Banner Sign**





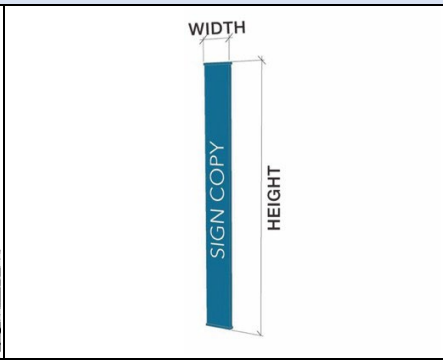
e. **Canopy Sign**



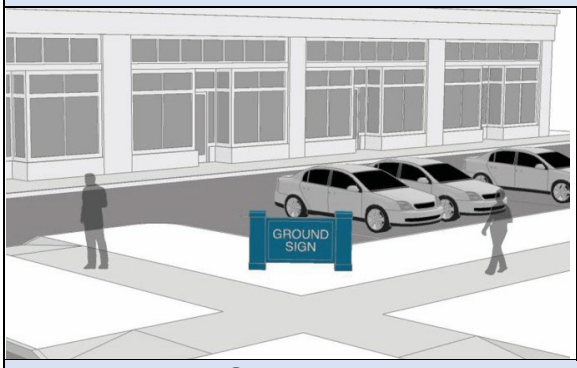


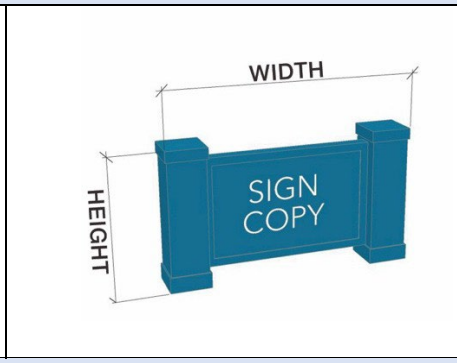
f. **Corner Sign**





g. **Ground Sign**





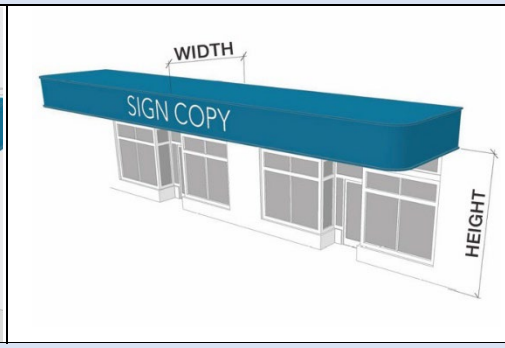
h. **Hanging Sign**



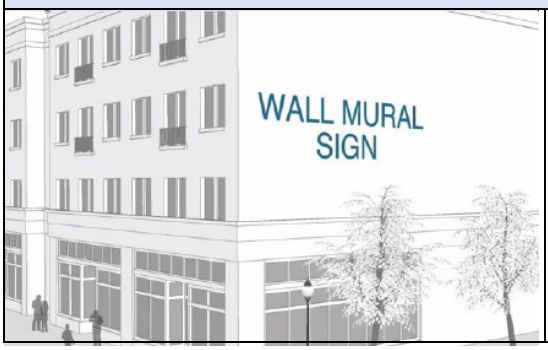


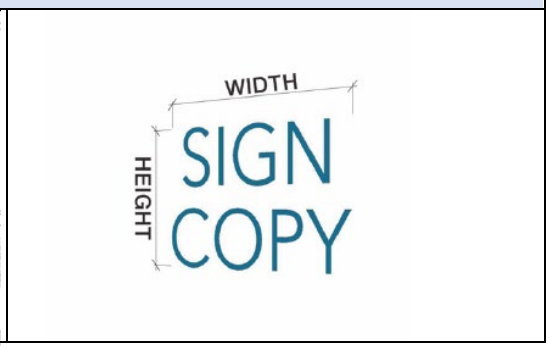
i. **Marquee Sign**





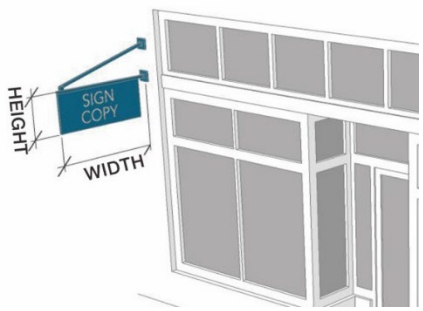
j. **Mural Sign**





k. **Projecting Sign**



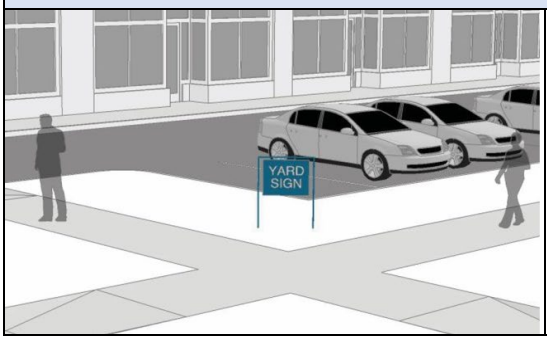


l. **Window Sign**





m. **Wayfinding/Yard Sign**





§ 15.7.A. Building function (use) and parking requirements table – T6 Transect Zone.

USE	T6	PARKING REQUIREMENTS
a. **Common to all Uses listed below**		
		In addition to specific parking requirements described below, all *Uses* listed in this table are subject to the following requirements and provisions, unless noted otherwise: • Electric Vehicle (EV) charging stations (220V) per *Sec. 8.23.* • Bicycle parking and storage per *Sec. 8.24.* • On-street parking along any frontage shall be counted towards the overall parking requirement. • Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the *Village Commission*, *per Section 9.3.D.* • Parking requirement may be reduced according to the Shared Parking Standards, *Section15.6.C* ~~and Section15.6.D.~~ • Parking ratio may be reduced by up to thirty percent (30%) due to proximity to a qualifying *Transit Corridor* after review and approval by Village Commission. • Loading Berth Standards – See *Section15.6.D.*
b. **Residential**		
Single-Family Residence		Residential Uses are limited by compliance with: • Minimum of 1.0 parking space per *Dwelling Unit.* • Minimum of .75 parking spaces per Dwelling Unit less than 400 SF with *Commission* approval. • Minimum of 1 additional visitor parking space for every 10 Dwelling Units. • Live-work – Work component shall provide parking as required by the non- residential use in addition to parking required for the Dwelling Unit. • Adult Family-Care Homes – Minimum 1 space per staff member and 1 space per 4 residents. • Community Residence – Minimum of 1 parking space per staff member in addition to the parking required
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	E	
Home Office	R	
Live-Work	R	
Adult Family-Care Homes	E	
Residential Rentals	*	

		for the *Primary Dwelling Unit(s).* * Residential Rentals shall comply with *Chapter 13* – Vacation License Program.
c. **Lodging**		
Bed & Breakfast		Lodging Uses are limited by compliance with: • Minimum of 1 parking space for every 2 lodging units. • Minimum of 1 additional visitor parking space for every 15 lodging units.
Inn	R	
Hotel	R	
d. **Office**		
Office	R	Office Uses are limited by compliance with: • Minimum of 3 parking spaces for every 1,000 square feet of office use.
e. **Commercial**		
Auto-Related Establishment	E	Commercial Uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of 3 parking spaces for every 1,000 square feet of Commercial Use, except for Self-Storage Facilities, minimum 1 parking space for every 10,000 square feet. ** Refer to *Chapter 12*, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult**		
Food Service Establishment	R	
Alcohol ~~Beverage~~ Service Establishment	R	
General Commercial	R	
Marine-Related Establishment	E	
Open Air Retail	E	
Place of Assembly	R	
Recreational Establishment	R	
Self-Storage Facility	E	
~~f. **Industrial**~~		
~~Auto-Related Industrial Estab.~~		
~~Manufacturing and Processing~~		
~~Marine-Related Industrial Estab.~~		
~~Products and Services~~		
~~Storage/Distribution Facility~~		

~~g~~f. **Civic**		
Community Facility	E	Civic Uses are limited by compliance with: • Minimum of 1 parking space for every 5 seats of assembly uses. • Minimum of 1 parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other Uses as required.
Recreational Facility	R	
Religious Facility	R	
Regional Activity Complex	E	
~~h~~g. **Civil Support**		
Community Support Facility	E	Civil Support Uses are limited by compliance with: • Minimum of 1 parking space for every 1000 square feet of Civil Support Use. • Minimum of 1 parking space for every 5 seats of assembly use. • Minimum of 1 parking space for every 5 slips of marine use. • ~~Adult Daycare -~~ Minimum of 1 space per staff member of adult daycare use.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	E	
Public Parking	E	
Rescue Mission	E	
Transit Facilities	E	
~~i~~h. **Educational**		
Childcare	E	Educational Uses are limited by compliance with: • Minimum of 2 parking spaces for every 1,000 square feet of ~~E~~educational ~~U~~use. • ~~Childcare Facilities -~~ Minimum of 1 space per staff member of childcare use.
College/University	E	
Elementary School	E	
Learning Center	R	
Middle/High School	E	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	E	

Key:

R = Allowed by Right.

E = Allowed by Exception: Granted after a public hearing.

Boxes with no designation signify Use prohibited.

Permitting shall be in compliance with the requirements established in *Chapter 5* – Permits and Development Approvals.

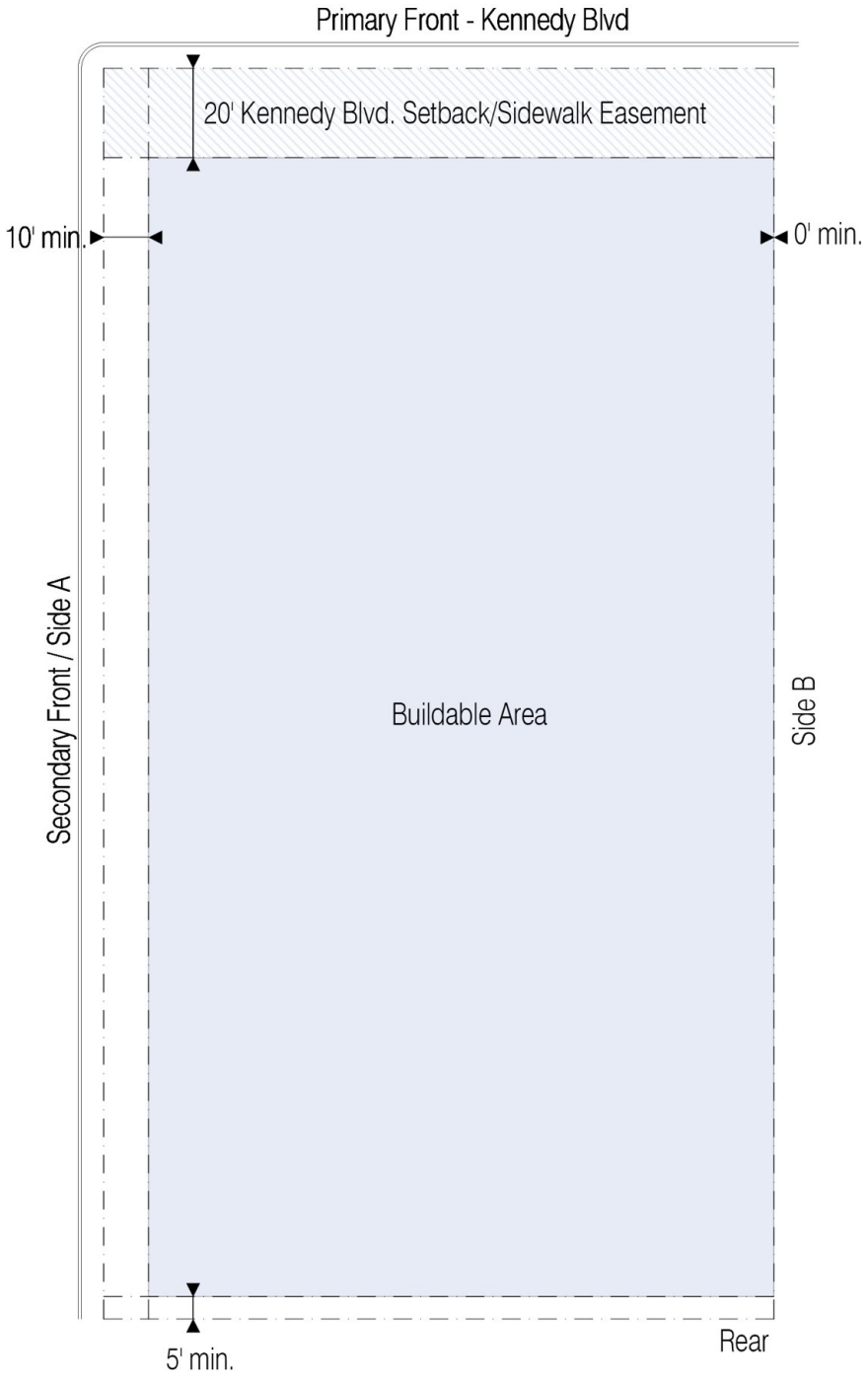
§ 15.7.B. Summary table and illustrations – T6-24 and T6-24MU (Municipal Use).

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	90% max.
d. Floor Lot Ratio	~~N/A~~13.0
e. Frontage at Front Setback	70% min.
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also Sec. 15.2.H.~~8.10.1.~~) †
h. Density with Bonus (2)	150 du/acre (see also Sec. 15.2.H.~~8.10.1.~~)
ii. BUILDING SETBACK	
a. Primary Front–Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Secondary Front/Side A	10 ft. min.
d. Side B	0 ft. min
e. Rear	5 ft. min[1]
f. Stepback 1 (All Sides)	10 ft. min. above 5th Story
g. Stepback 2 (All Sides)	5 ft. min. above 15th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[2]
e. Stoop	Allowed[3]
f. Shopfront	Allowed
g. Gallery	Allowed
h. Arcade	Prohibited
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	~~5~~10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 240 feet, whichever is less

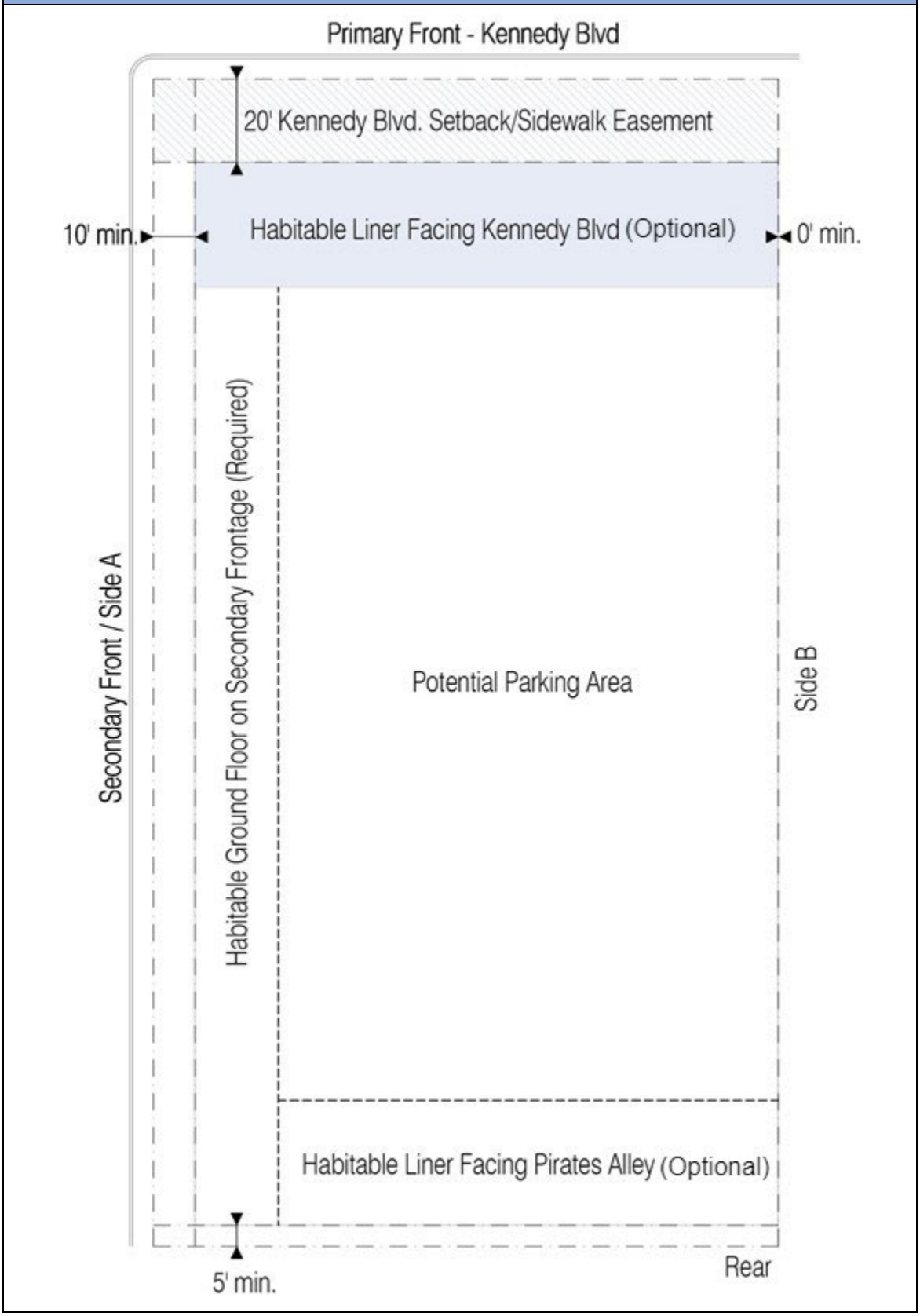
1. Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth Story when the rear lot line abuts a lower Transect Zone or RS-1, RS-2, or RM-40 Residential Zoning District.
2. Forecourts shall be pedestrian only.
3. Not allowed facing Kennedy Causeway.

† Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 ~~these regulations following final approval by the Village Commission, unless otherwise approved by development order. Such site~~ Site plan may be ~~granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.~~ See *Section 15.2.H* for additional requirements.

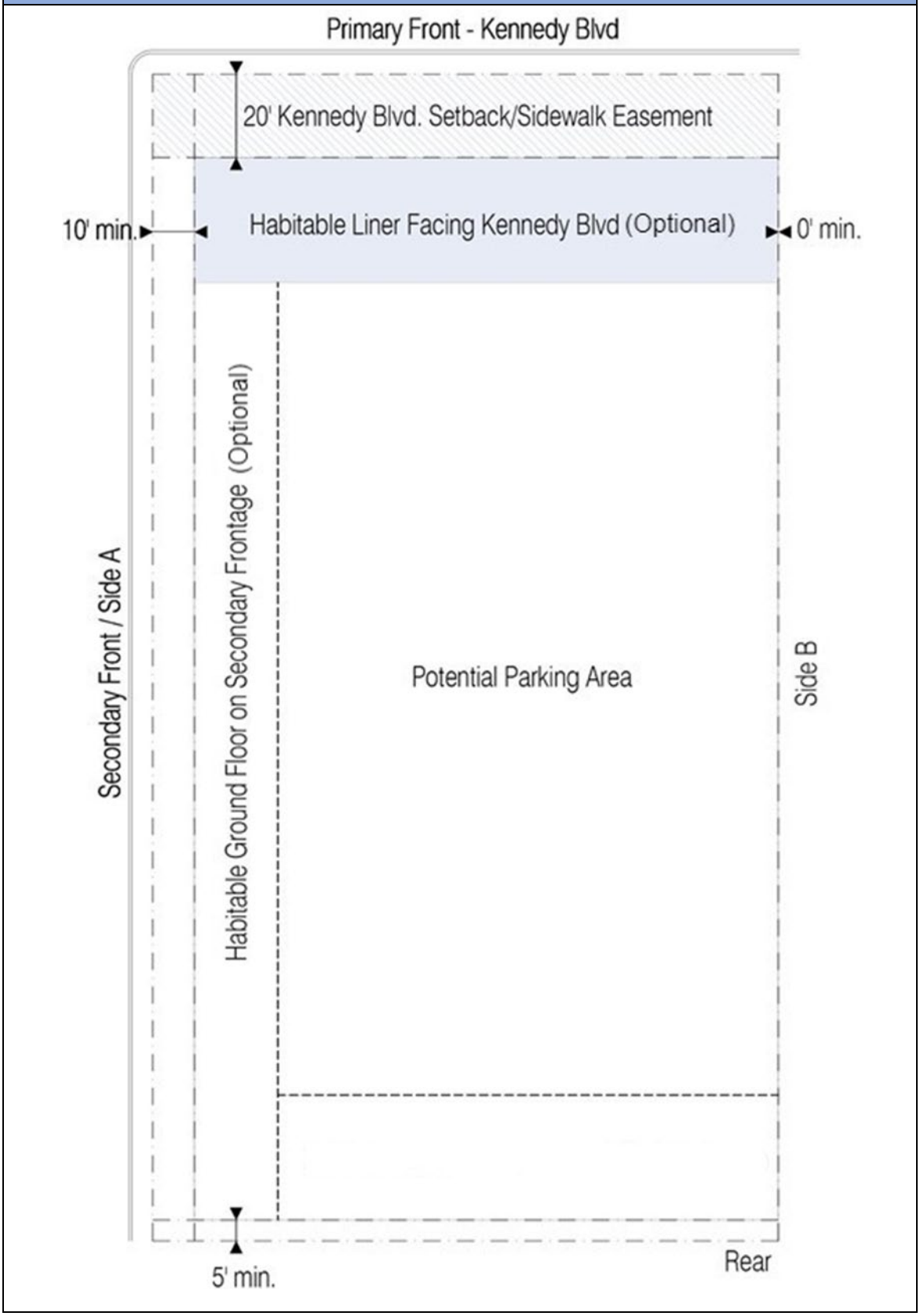
3. BUILDING PLACEMENT ILLUSTRATION – T6-24 & T6-24MU (Municipal Use).



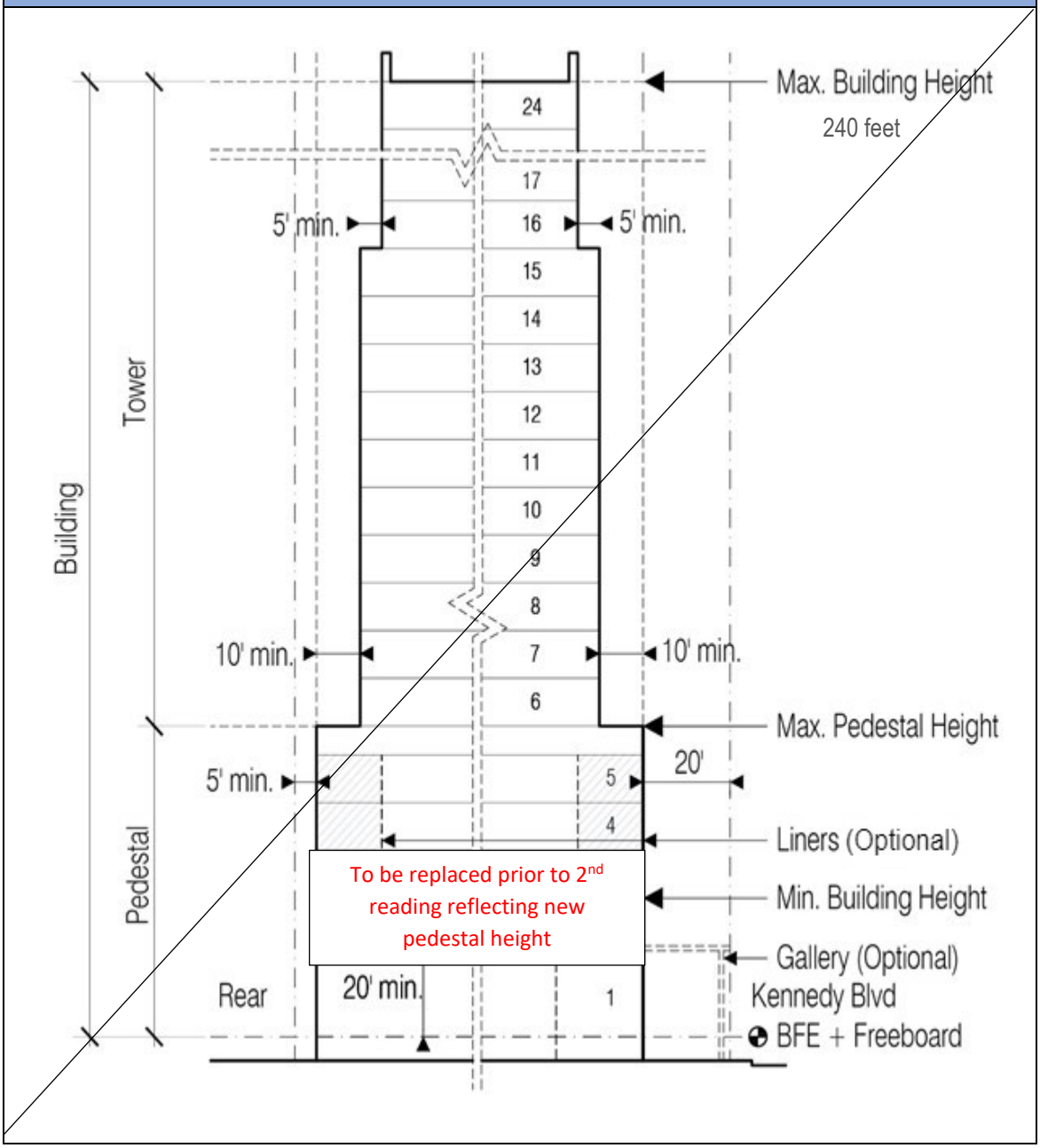
4. PARKING PLACEMENT ILLUSTRATION – T6-24.



4.1 PARKING PLACEMENT ILLUSTRATION – T6-24MU (MUNICIPAL USE)



5. BUILDING HEIGHT ILLUSTRATION – T6-24 & T6-24MU (MUNICIPAL USE).



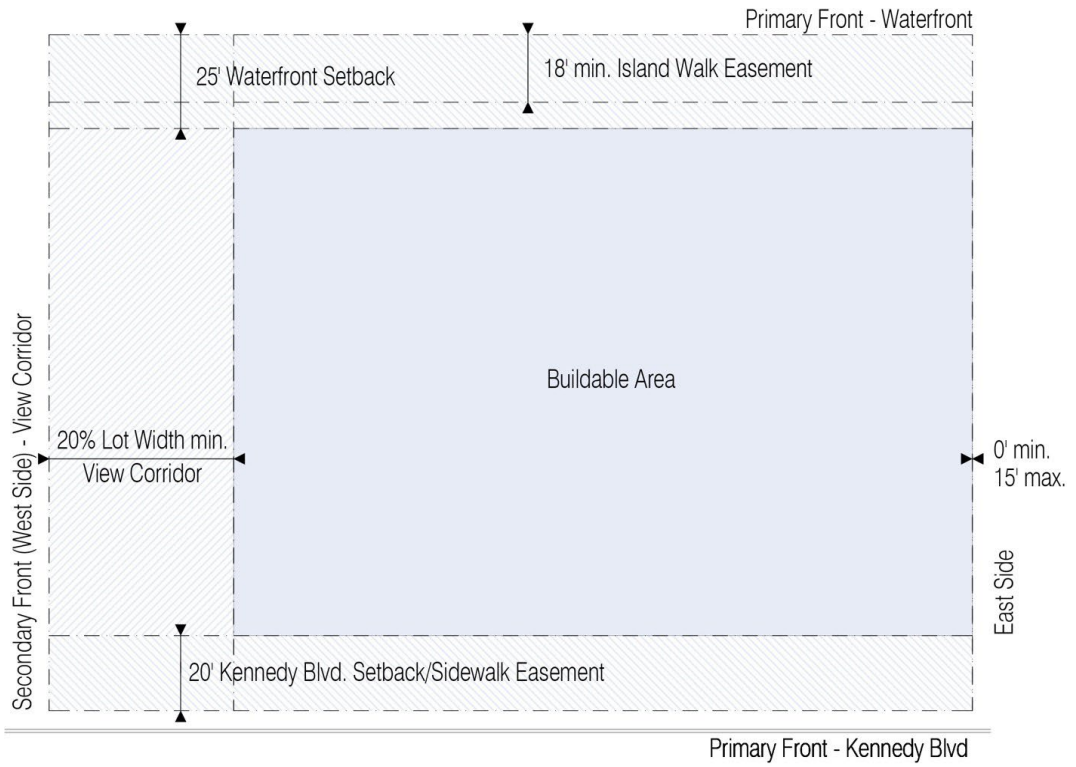
§ 15.7.C. Summary table and illustrations – T6-30.

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	75% max.
d. Floor Lot Ratio	~~N/A~~13.0
e. Frontage at Front Setback	70 % min. (measured for overall frontage)
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also *Sec. 15.2.H.*~~8.10.1~~) †
h. Density with Bonus (2)	150 du/acre (see also *Sec. 15.2.H.*~~8.10.1~~)
ii. BUILDING SETBACK	
a. Primary Front – Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Side West (View Corridor)	20% of Lot Width min.
d. Side East	0 ft. min. - 15 ft. max.
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard – see *Building Height Illustration)*	10 ft. min. above the 5th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE (Kennedy Causeway)	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[1]
e. Stoop	Allowed[2]
f. Shopfront	Allowed
g. Gallery	Required
h. Arcade	Allowed (Replaces Gallery)
i. Habitable Liners	Optional
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	~~5~~10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 340 feet, whichever is less

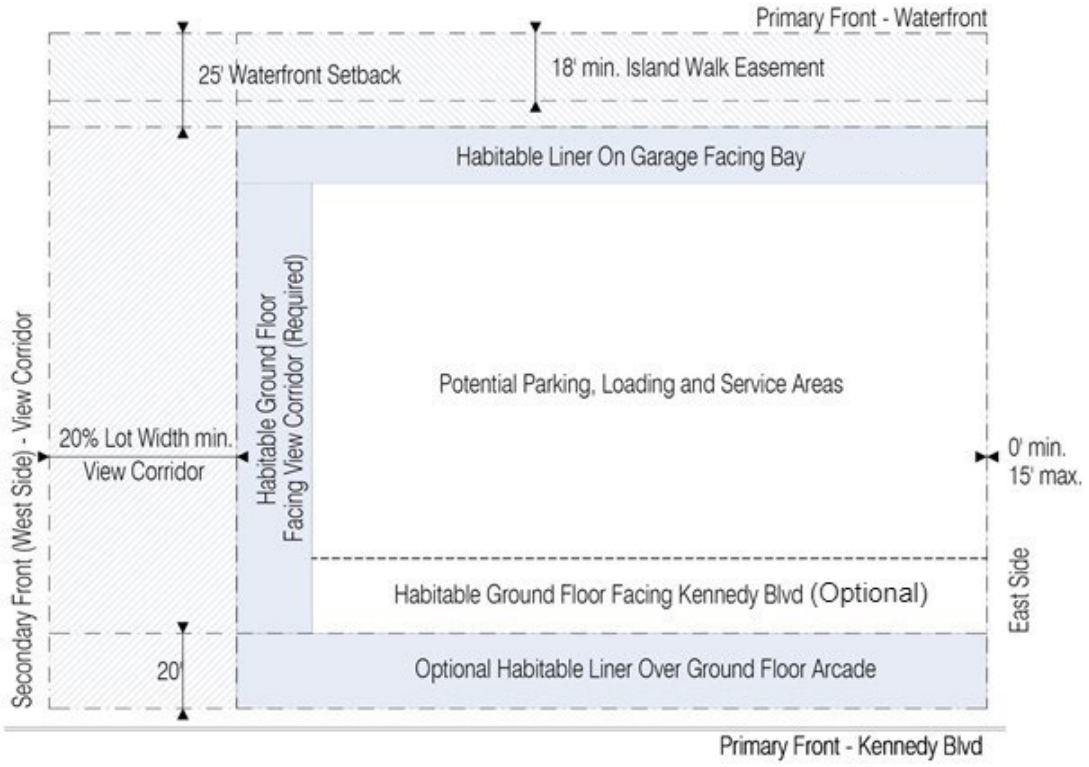
1. Forecourts shall be pedestrian only.
2. Not allowed facing Kennedy Causeway

† Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 of the ULDC. ~~these regulations following final approval by the Village Commission, unless otherwise approved by development order. Such site~~ Site plan ~~may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.~~ See *Section 15.2.H* for additional requirements.

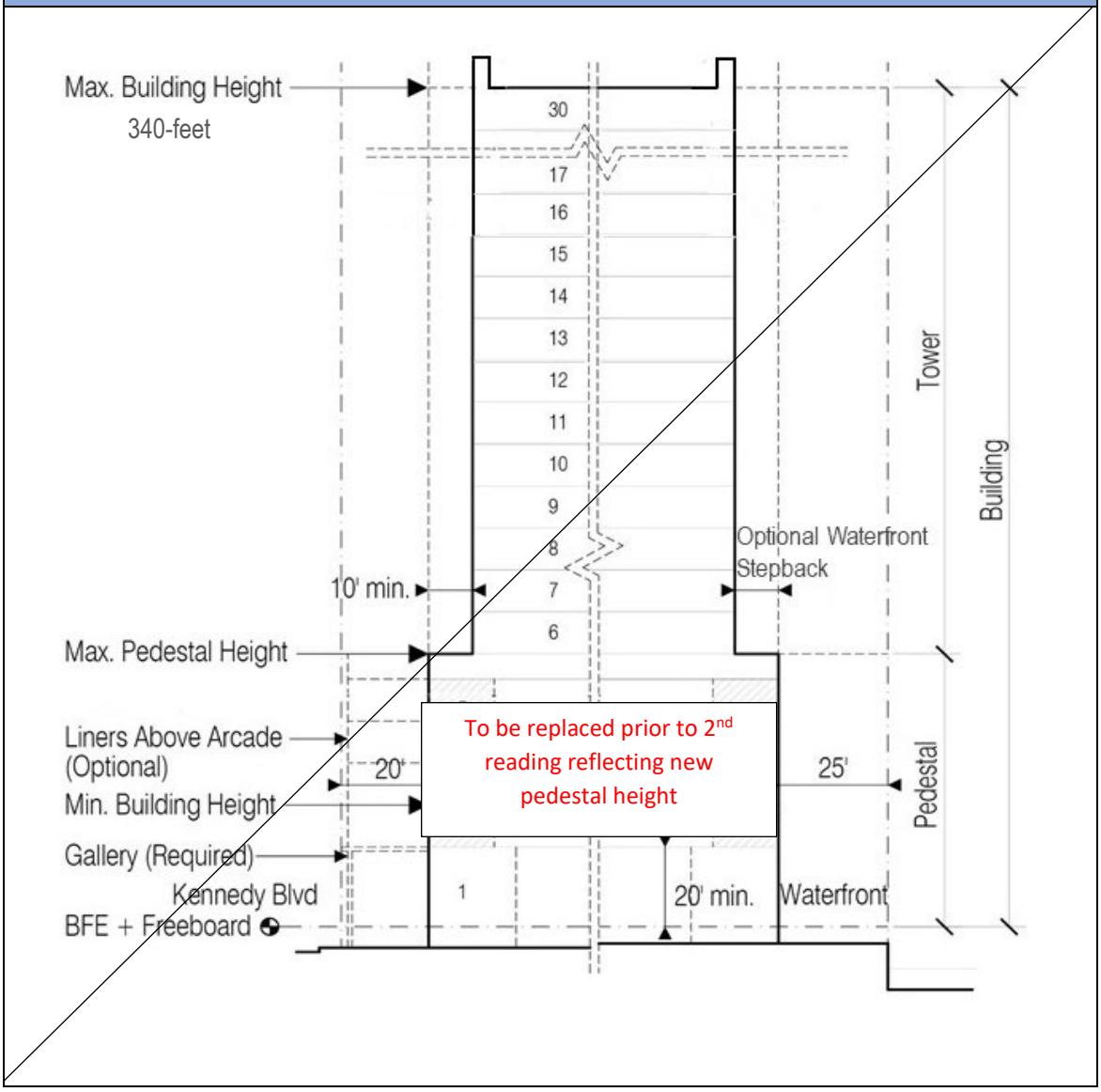
3. BUILDING PLACEMENT ILLUSTRATION – T6-30



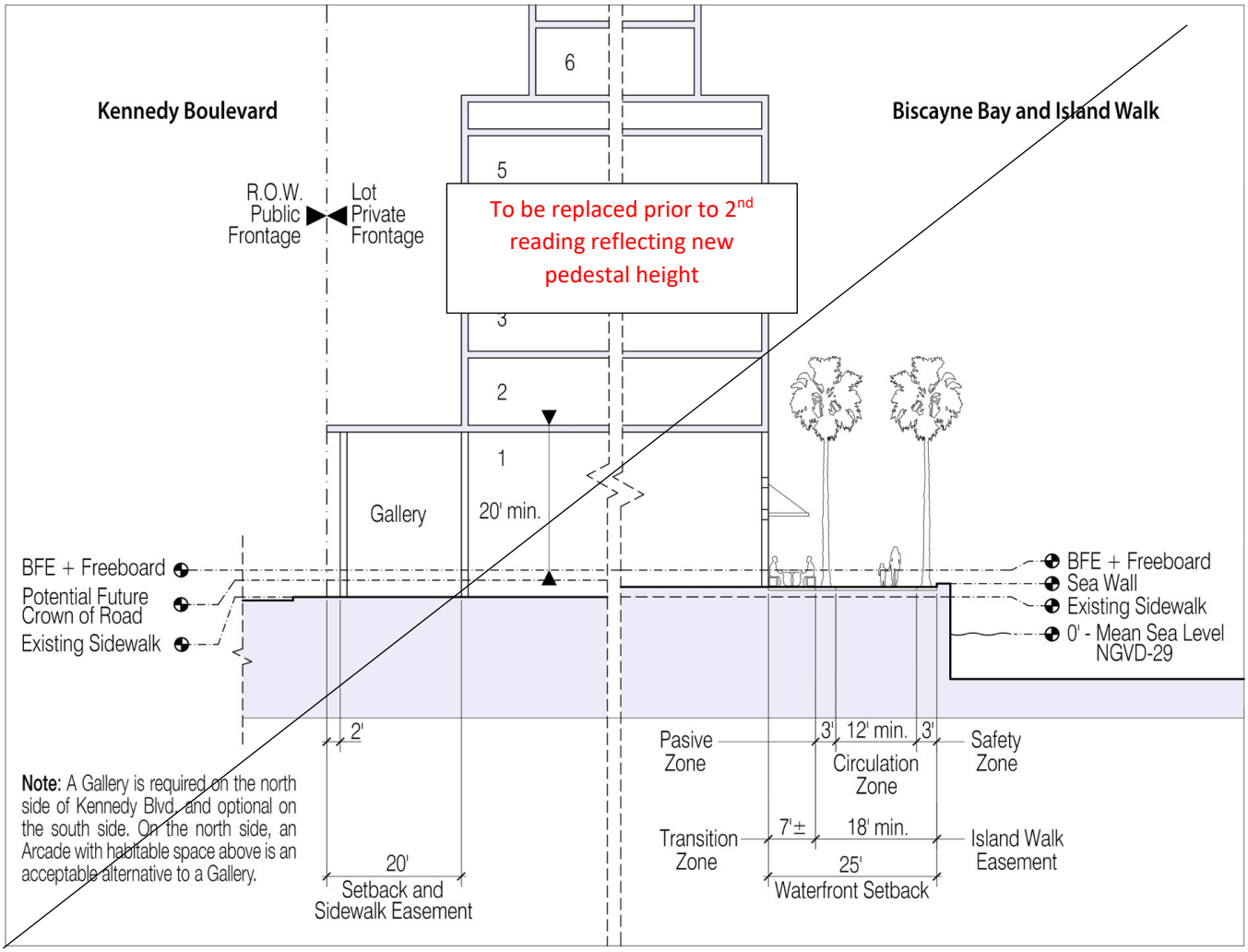
4. PARKING PLACEMENT ILLUSTRATION – T6-30



5. BUILDING HEIGHT ILLUSTRATION – T6-30



§ 15.7.D. Section detail illustration – T6.



§ 15.7.E. Building function (Uses) and parking requirements - T3. [Reserved]

§ 15.7.F. Summary table and illustrations – T3. [Reserved]

§ 15.7.G. Summary table and illustrations - T4. [Reserved]

§ 15.7.H. Summary table and illustrations - T5. [Reserved]

§ 15.7.I Design review criteria table.

DESIGN REVIEW CRITERIA
Building Disposition
Respond to the physical context taking into consideration natural features, existing urban form, and *Transect Zone* intentions.
For *Buildings* on Corner Lots, design *Façades* to acknowledge all *Frontages.*
For modifications of nonconforming Structures. See also *Ch. 6.*
Create transitions in *Height* and mass with Abutting properties and Transect Zones.
Building Configuration
Articulate the Building Façade vertically and horizontally in intervals appropriate to the existing Neighborhood and Transect Zone.
Articulate the Building Façade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of Buildings.
Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
Promote pedestrian interaction.
Design all walls as active Façades, with doors and windows; when not possible, embellish walls with architectural design treatment.
Provide usable *Open Space* that allows for visible and convenient pedestrian access from the public sidewalk.
Building sites should locate service elements, such as trash dumpsters, utility meters, loading docks, backflow preventers, siamese connections and electrical, plumbing, mechanical and communications equipment away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties. See also *Ch. 8, Division 4 – Supplemental Development Standards.*
Building Function & Density
Respond to the Neighborhood context and Transect Zone.
Parking Standards
Minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties.
For pedestrian and vehicular safety minimize conflict points such as the number and width of driveways and curb cuts.
Minimize off-street parking adjacent to a thoroughfare front and where possible locate parking behind the Building.
Design landscaping or surface parking areas as buffers between dissimilar *Uses.*
Screen parking garage structures with *Habitable Space*. Where Habitable Space is not provided, architectural treatments and landscaping shall screen the garage structure.

Landscape Standards
Preserve existing vegetation and/or geological features whenever possible.
Reinforce Transect Zone intention by integrating landscape and hardscape elements.
Use landscaping to enhance Building design and continuity of *Streetscape.*
Use landscape material, such as plantings, trellises, pavers, screen walls, planters, and similar features, to enhance building design and continuity of Streetscape.
Provide landscaping that screens undesirable elements, such as surface parking lots, and that enhances open space and architecture.
Sign Standards
Provide signage appropriate for the scale and character of the establishment and immediate Neighborhood.
Signage shall be within calculated aggregate area appropriate for Transect Zone.
Number of Signs for an establishment shall not exceed the allowable amount per linear Frontage.
Monument Signs shall be located within the appropriate *Setback* and not to disrupt pedestrian activity.
Illumination and other lighting effects shall not create a nuisance to adjacent property or create a traffic hazard.
Ambient Standards
Provide lighting appropriate to the Building and landscape design in a manner that coordinates with signage and street lighting.
Orient outdoor lighting to minimize glare to the public realm and adjacent properties.
Protect residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts and the spillover effect of light.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - DEC. 6, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

11/22/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
22 day of NOVEMBER, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

NOTARY PUBLIC STATE OF FLORIDA
ROSANA SALGADO
Commission # HH 336987
Expires November 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON DECEMBER 6, 2023 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN FOR DEVELOPMENT OF A COMMUNITY CENTER AND RECREATION FACILITIES AT 1851 GALLEON STREET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NorthBay
12/6/2023

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: 819 0421 6540
PASSCODE: 657721
WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 AND 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC
VILLAGE CLERK
11/22

23-60/0000695942M

2/2

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **An Ordinance Amending Section 15.2.E.9 of the Unified Land Development Code Pertaining to Awnings - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.2.E.9 OF THE UNIFIED LAND DEVELOPMENT CODE, PERTAINING TO AWNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested action: Adopt as presented.

BACKGROUND AND ANALYSIS

At the January 16th, 2023 regular Commission Meeting, the Village Commission discussed a potential amendment of Chapter 15 of the Unified Land Development Code (ULDC) concerning the maximum extent of awnings. The maximum extent would be increased from 8 feet to 15 feet to provide flexibility for dining facilities that have associated outdoor dining areas to protect those areas from the elements.

While the proposed amendment was part of an overall update of the ULDC, the Commission decided to separate this section, which applies to awnings in the T6 transect zone, and read it as a stand-alone ordinance. The proposed amendment was heard on first reading at the January 16 meeting. It will be reviewed by the Planning & Zoning Board on February 13 prior to the second reading of the ordinance by the Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT
None

ATTACHMENTS
1 - Ordinance 2024-XX- Chapter 15_Awning Standards.docx
2 - Exhibit A_Chapter 15_Awnings- 1st reading (01.16.24).docx
Notice of Public Hearing - MH Affidavit.pdf

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.2.E.9 OF THE UNIFIED LAND DEVELOPMENT CODE, PERTAINING TO AWNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, the Village Commission desires to enhance the ability of food service establishments located within the T6 transect zones to provide protection from the elements for their associated outdoor dining areas through the addition of awnings of a appropriate size to effectively serve that purpose; and

WHEREAS, on _____, 2024, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on_____, 2024; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending and Updating the ULDC. That the ULDC of North Bay Village is hereby revised to read as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the

validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the 16 day of January 2024.

PASSED AND ADOPTED on second reading on the __ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Brent Latham ___

Vice Mayor Richard Chervony ___
Commissioner Goran Cuk ___
Commissioner Andrew Rotondaro ___
Commissioner Rachel Streitfeld ___

Exhibit A[1]

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

CHAPTER 15, FORM-BASED CODE

[. . .]

§ 15.2. General to Transect Zones.

[. . .]

9. Awnings.
   a. All awnings shall be integral to the overall design of the Shopfront and shall respect column and window spacing.
   b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section 15.6. F. Side panels are allowed but not encouraged. Soffit panels are not allowed.
   c. Awnings may be fixed or retractable.
   d. Awnings shall be a minimum of five (5) feet wide by five (5) feet deep. They shall be installed a minimum of seven (7) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the *Building Facade*. Awnings shall have a maximum slope of 1:3 (33%) from the *Building* to the edge.
   e. Round, half domed, and plastic awnings are prohibited.
   f. Awnings may be used as signs and shall conform to the Sign Standards. Only the tenant's store name, logo, and/or address shall be applied to the awning. See Section 15.~~1~~2. F. and Section 15.6. F.
   g. Alternative materials such as glass or metal are allowed.
   h. Awnings shall not be backlit from below or inside but may be externally lit from above.
   i. Awnings are not allowed under *Galleries* or *Arcades*.
10. Canopies function like awnings, but are rigid, project horizontally from the Building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight (8) feet from the ground and project no more than ~~eight (8)~~ fifteen (15) feet from the Building Facade.

[. . .]

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

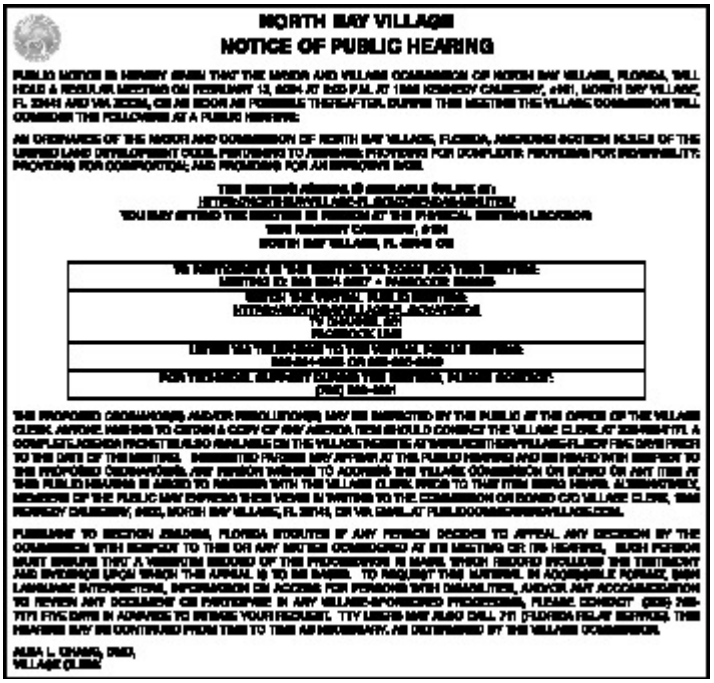
AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
31421	513866	MIA- Neighbors North Zone	Public Hearing	$320.00	3	4.68 in

Attention: Alba Chang

CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON FEBRUARY 13, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #301, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION NUMBER OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING TO AMENDING PROVISIONS FOR COMPLETE PROVISIONS FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOVMEETINGS.BIZ/PORTAL/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION
1666 KENNEDY CAUSEWAY, #301
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE IN THE MEETING VIA ZOOM FOR THIS MEETING: MEETING ID: 899 8944 4697 • PASSCODE: 888888
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOVMEETINGS.BIZ/PORTAL/ TO CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 888-864-8888 OR 888-888-8888
FOR TECHNICAL SUPPORT CONCERNING THE MEETING, PLEASE CONTACT: (305) 888-8881

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7711. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PERSONS MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION BY SONG OR ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARINGS, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7711 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Stefani Beard, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue(s) of:
Publication: Neighbors
1 insertion(s) published on:
01/28/24

Affiant further says that the said Neighbors is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).

Stefani Beard

Sworn to and subscribed before me this 29th day of January in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP (CGA Planning & Grants Administrator Vickki Placide-Pickard via Village Planner Silvia E. Vargas, FAICP, LEED AP)

RECOMMENDATION

Provide further direction to Village staff regarding the Workforce Housing Program concepts and use of funds.

BACKGROUND AND ANALYSIS

At the January 16, 2024 Village Commission meeting, the Commission discussed extensively their priorities for the structuring and implementation of the Workforce Housing Program, and provided preliminary feedback on the use of funds to be generated by the Shoma project. Payment amounts and payment due dates are as follows:

Payment in lieu of WH (25%)	$246,750	2/28/2024
Payment in lieu of WH (25%)	$246,750	5/30/2024
Payment in lieu of WH (50%)	$493,500	8/31/2024

Based on their discussion, the Commission requested additional details on the potential programs at the next meeting. Therefore, Staff has continued to develop the program concepts based on the direction provided by the Commission. An update is attached. This agenda item aims to confirm perceived priorities, generate additional input, and solidify the framework for the programs that Staff will create to assist program stakeholders.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined

PERSONNEL IMPACT
To be determined

ATTACHMENTS
Workforce Housing Program Summary- Update 2.pdf

Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

Date: February 5, 2024

To: Ralph Rosado, PhD, AICP, Village Manager

Cc: Silvia Vargas, FAICP, LEEP AP, Village Planner

From: Vickki Placide-Pickard, CGA Planning and Grants Administrator

Subject: Workforce Housing Programs- Update

Background

At the Village Commission meeting on January 16th, a summary of a potential strategy for implementing the policy direction provided in Ord. 2023-012 was presented to the Commission for discussion purposes.

Commission Concerns

1. Ensure the application process is fair and accessible for all eligible participants.
2. Minimize potential loopholes.
3. Run a cost-effective and efficient program.

Summary of Key Discussion Points and Consensus Direction

Target Program Participants

Priority will be given to the following categories as listed in the Ordinance:

- Existing village residents.
- NBV Police and general employees.
- Miami-Dade Fire Rescue employees.
- Miami-Dade County Public School employees working at a school in NBV.
- Licensed health professionals working in NBV.

Priority Target Programs:

1. Rental Assistance
    a. Provide rental assistance for residents experiencing hardship or lease increase.
        i. Up to 6 months assistance

    Example of assistance: Provide up to $500 a month, not to exceed $3,000 to qualified program candidates to cover rent expense.

    b. Provide deposit, first and last month rent for existing residents for new leases.

    Example of assistance: Provide up to $4,500 to qualified program candidates to cover deposit, first and last month rent for a new lease.

2. Homeowner Assistance
    a. Rehabilitation Assistance
        i. No assistance shall be provided to address work completed without a building permit.
        ii. Provide assistance to long-term single-family residents on fixed income.
        iii. Provide assistance to individual condominium homeowners.

    Examples of assistance: Provide up to $30,000 to qualified program candidates to address health and safety issues; to bring a property up to current building code; replace a roof, windows, plumbing, and/or electrical; to make a property barrier-free for disabled persons.

    b. Purchase Assistance (PA)
        i. Provide down payment and closing cost assistance.

    Example of assistance: Provide up to $30,000 to qualified program candidates to cover down payment and/or closing costs for acquisition of a residence within the Village.

    c. Special Assessment Assistance
        i. Provide assistance to individual condominium homeowners with limited finances.
        ii. Condominium Associations are not eligible for assistance.

    Example of assistance: Assist qualified program candidates with up to 50% of special assessment fee, not to exceed $10,000. Note: Miami-Dade County provides similar assistance, and an NBV program could supplement the County assistance.

    d. Condo Association and HOA Fee Assistance
        i. Provide assistance to individual condominium homeowners experiencing hardship or an increase in maintenance fees.
        ii. Condominium Associations are not eligible for assistance.

    Example of assistance: Provide up to 50% of Condo or HOA fee to qualified program candidates, not to exceed $500 for up to 6 months.

Items Pending Commission Decision/Direction

1. Grant, loan or a combination
    a. Grant
        i. Homeowners receive assistance as a deferred loan with no interest. The deferred loan converts to a grant when the program requirements are met (the property remains primary residence for 10 years after assistance).
        ii. Rental assistance, no restrictions or requirements once funds received.
        iii. Programs will end once funds are spent unless additional workforce housing funds are received to continue the implementation of the programs.

b. Loan
    i. Allows for the continuation of the workforce housing programs.
    ii. Below are examples of potential loan options and payments for each program; all have 0% interest rates.

Table 1- 100% Loan

Program	Loan Amount	Term	Monthly Payment
Rehab or PA	$30,000	20 years	$125.00
Rehab or PA	$30,000	15 years	$166.70
Rehab or PA	$20,000	20 years	$83.34
Rehab or PA	$20,000	15 years	$111.12
Special Assessment	$10,000	10 years	$83.34
Special Assessment	$10,000	5 years	$166.70
Special Assessment	$5,000	10 years	$41.67
Special Assessment	$5,000	5 years	$83.34
HOA fees	$3,000	5 years	$50.00
HOA fees	$3,000	3 years	$83.34
Rental Assistance	$4,500	5 years	$75.00
Rental Assistance	$4,500	3 years	$125.00
Rental Assistance	$3,000	5 years	$50.00
Rental Assistance	$3,000	3 years	$83.34

c. Combination
    i. Assistance can be provided with a percentage being a grant and the remainder a loan for homeowner assistance programs. Below are examples of potential options.
    ii. Or the full assistance amounts due at sale of the property.

Table 2: 75% or 50% Loan

Program	Assistance Received	Loan Amount	Term	Monthly Payment
Rehab or PA	$30,000	$22,500 (75%)	15 years	$125.00
Rehab or PA	$30,000	$15,000 (50%)	10 years	$125.00
Rehab or PA	$20,000	$15,000 (75%)	15 years	$83.34
Rehab or PA	$20,000	$10,000 (50%)	10 years	$83.34
Special Assessment	$10,000	$7,500 (75%)	5 years	$125.00
Special Assessment	$10,000	$5,000 (50%)	5 years	$83.34

2. Assisting long term residents on fixed incomes with utility assistance
    a. Section 8.10.4.b of the Workforce Housing Ordinance states: *The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.*

Next Steps

Village Staff will draft policies and procedures for each program based on the consensus provided by the Commission.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion on Whether to Pause Capital Purchases Bearing the Village Name until Potential Village Name Change Is Determined - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

Staff is seeking Village Commission guidance to determine whether to proceed with the design and creation of capital items and perhaps other items bearing the North Bay Village name until it is determined if the Village may be changing its official name.

BACKGROUND AND ANALYSIS

At the January 16, 2024 Regular Commission Meeting, Commissioner Rotondaro suggested that the community consider changing the Village's name from "North Bay Village" to "Miami Bay Islands." The proposed name change would require a voter referendum, which could occur during the November 2024 general election. Should such a change take place, new Village branding items would need to be ordered, over time.

More immediately, Staff is seeking guidance on whether to temporarily pause ordering the fabrication and installation of street signs bearing the current Village name. Miami-Dade County's Department of Transportation and Public Works is reviewing the proposed interlocal agreement (ILA) with the Village regarding said sign design, but approval appears imminent, at which point the signs would be ordered. The cost for fabricating and installing these signs is approximately $80,000. If they were to be installed and the Village name were to be changed, they would likely need to be removed and replaced, pursuant to a new design and a new ILA. The current approved sign designs are included as backup, along with a mock-up featuring the potential new name of "Miami Bay Islands."

Additionally, the East Entry sign project is currently in the design stage. The Florida Department of Transportation (FDOT) has approved the sign name, and other design features are under review.

Staff seeks direction on whether the ongoing review and ordering process should be temporarily halted until the Village reaches a decision on the potential name change.

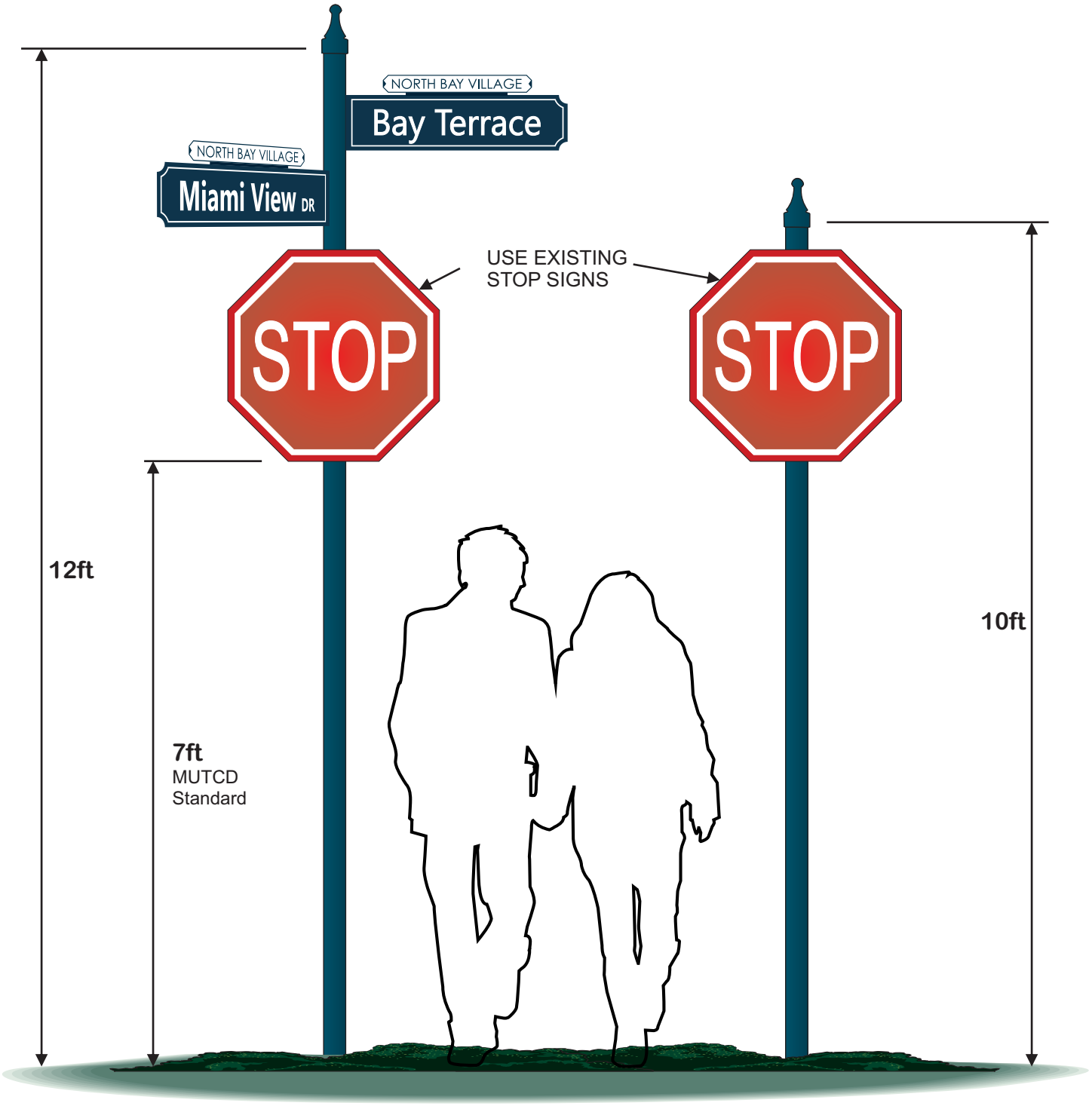
BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Approx. $80,000 in signage fabrication/installation costs for street signs, among other capital and brand related costs

PERSONNEL IMPACT
NONE

ATTACHMENTS
NBV Street Sign Details.pdf
NBV Street Sign Proofs.pdf
Miami Bay Islands - Street Sign Design Options 1-29-24.pdf

North Bay Village

Street Sign Design Details
11-9-23
PAGE 1



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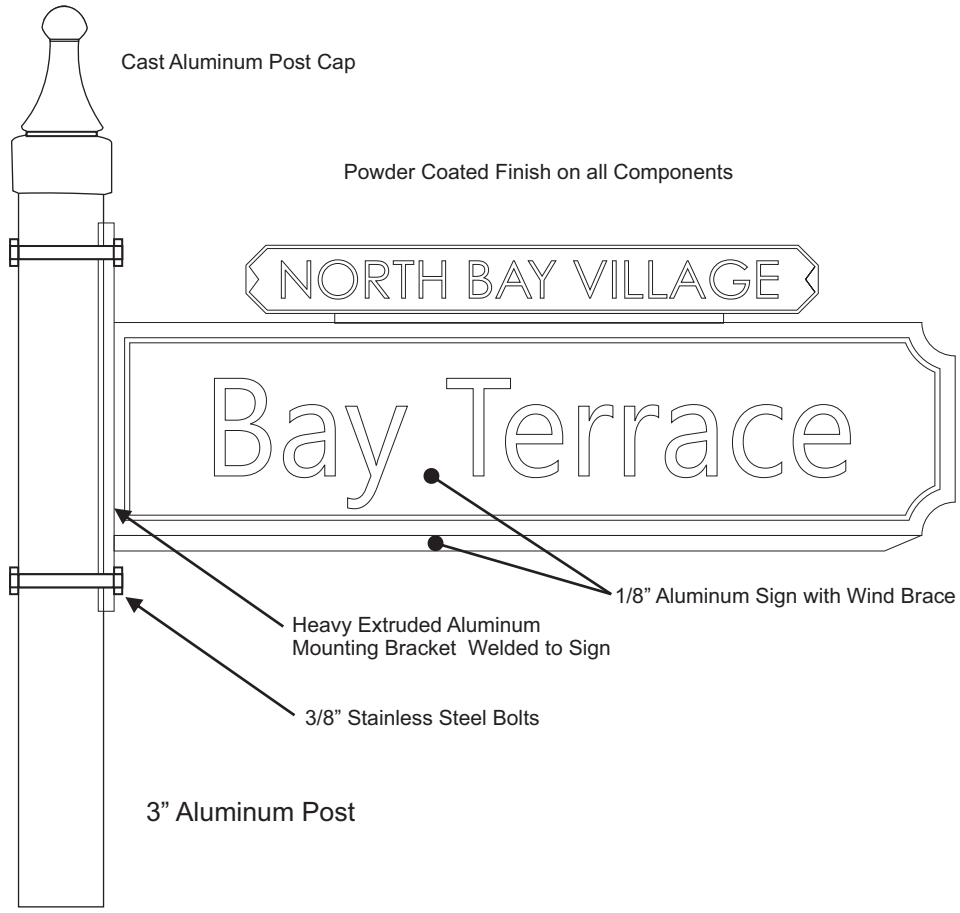
North Bay Village

Street Sign Design Details
11-9-23
PAGE 2





Retro Reflective letters and Border to Meet MUTCD Standards

4" Uppercase Letters 3" Lower Case Letters to Meet MUTCD Standards for Local Two Lane Streets with 25MPH or less Speed Limits

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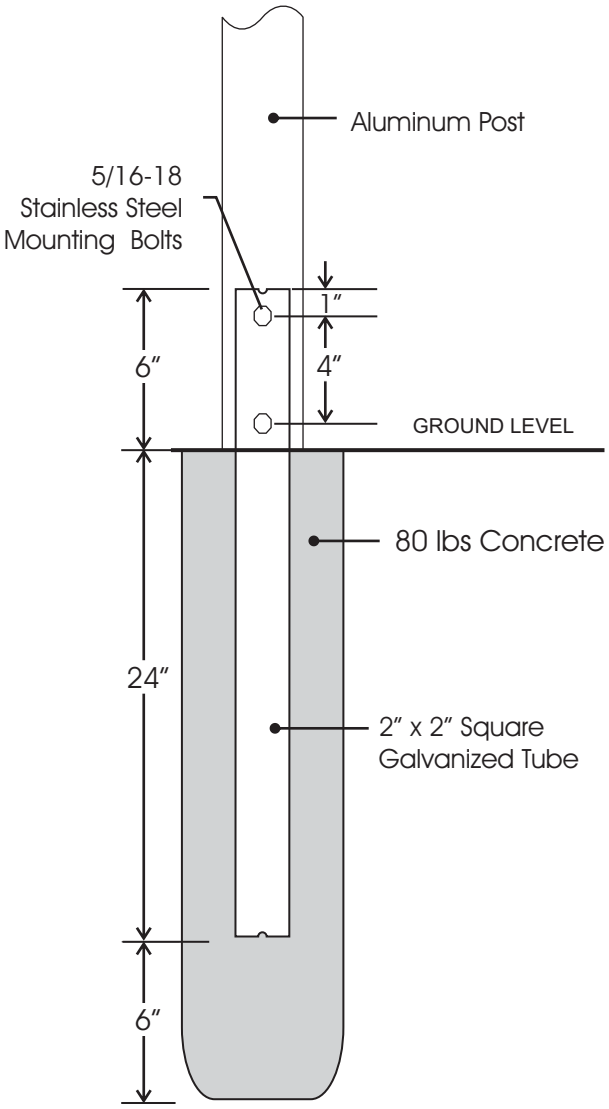
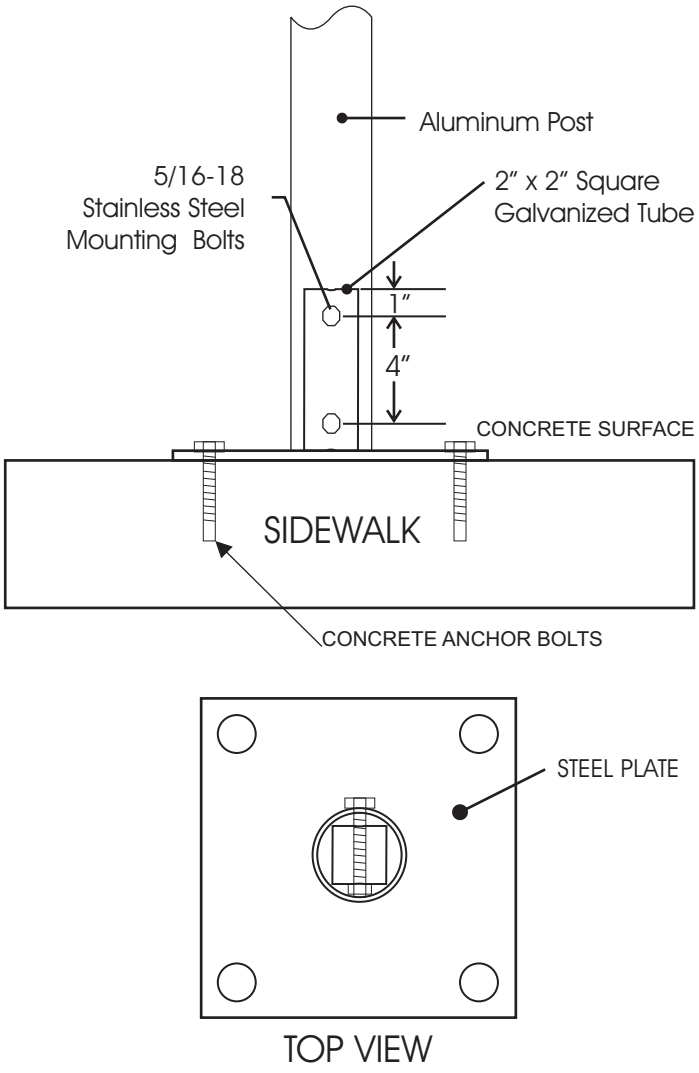
North Bay Village

Street Sign Design Details
11-9-23
PAGE 3



DIRECT BURIAL
BREAKAWAY



CONCRETE SURFACE
BREAKAWAY

Breakaway Post Mounting Details

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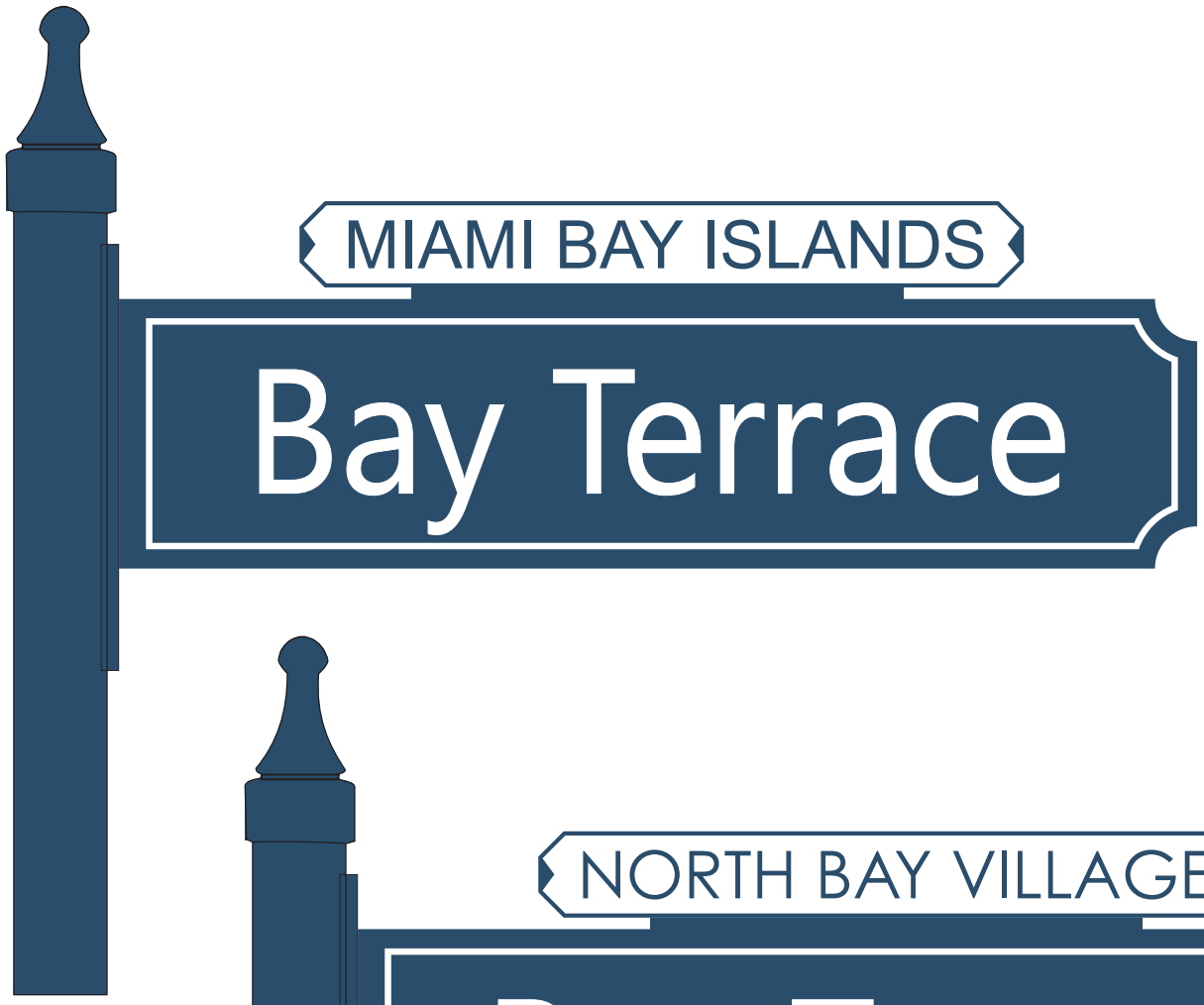
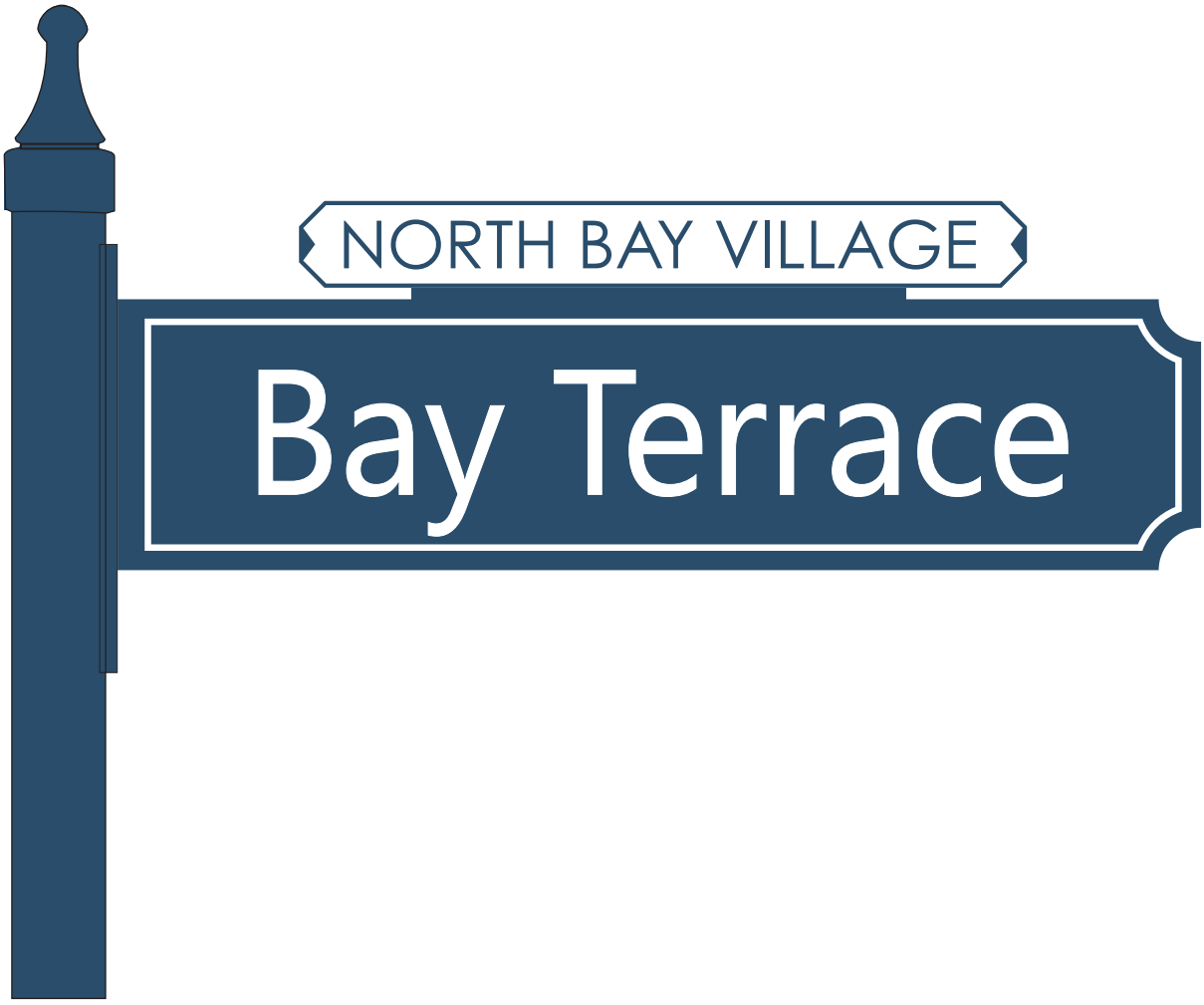
North Bay Village

Street Sign Design Options
1-29-24





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ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **Discussion Regarding Damages Caused by the 7918 West Drive Project - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

BACKGROUND AND ANALYSIS

On Sunday, February 4, 2024, a severe weather event affected North Bay Village, among other South Florida communities. Below is a statement put out by the Village on February 7, 2024, in relation to the event, especially damage caused by high winds that hit the paused 7918 West Drive construction site. Accompanying this item is also a breakdown of costs incurred by the Village, which is in the process of filing insurance claims against the developer and contractor. The Village is also assisting other affected stakeholders.

Update on 7918 West Drive Construction Site

In North Bay Village, ensuring the safety and well-being of our residents is our top priority.

On Tuesday afternoon, North Bay Village Staff met with representatives from Pacific & Orient Properties, the development team behind 7918 West Drive, Thornton Construction Company, and officials from CAP Government to ensure the site is safe and secure. Our Village leaders requested this meeting to clarify the site's status and guarantee the safety of our residents and the community while this project is paused.

Severe weather with extremely high winds carried heavy, bolted down construction pieces that weighed more than 10,000 pounds, off the top floor of the building, with some of it landing in Vogel Park - bringing down nearby power lines. Our Village Public Works Department had decided to preemptively close the park earlier Sunday morning when a Tornado Watch was announced for the area.

Village leaders are taking necessary precautions to maintain and enhance safety on this construction site on private property, which has active permits. Before Sunday's intense storm, NBV inspectors and Code Enforcement visited the 7918 site weekly, and the site passed all Building Code inspections. Staff and Thornton Construction officials confirmed that there were no loose construction materials on site or on the ground. Their team assured us that crews must follow an extensive list of additional protocols when securing a site ahead of a hurricane.

At this time, crews have cleaned up the site and removed all potential hazards. Moving forward, their team will secure this site as if more severe weather were coming. They also plan to remove the construction crane, which has met all required Building Code inspections– as the construction site will remain inactive until further notice.

Officials from CAP and Code Enforcement will inspect the site multiple times throughout the month to ensure that the Contractor properly implements all the additional measures described above. The Village Code Enforcement Department will continue to monitor the property for construction site maintenance.

Prioritizing the safety of our residents is an unwavering commitment that we hold in the highest regard.

We recognize that a paused construction site in our beautiful community is not desirable for the Village and its residents. The Village Commission and Staff are determined to explore all preventative measures that can be taken so this never happens again. Please know, the Village Commission and staff will explore implementing a future policy that will protect our island paradise.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
TBD

ATTACHMENTS
Damage and Cost Spreadsheet-Police and Public Works.pdf

Damaged Property	Staffing by the Police Department	Quantity	Cost
Vogel Park by Thortnon Construction *Paul Vogel Park suffered damage to two wind sails above the playground slides and the electrical box on the northeast corner of the park taking out power to the evening lighting in the park. Several surveillance cameras were also damaged by flying debris. It was eivdent that the damage was caused by wood from the construction site. (Photos and Video attached) **Lost use of park and facilities:** Park was immediately closed and remains locked until further notice. **Private Property -** There were 10 vehicle property damage reports taken on the day of the incident. Some reports include two vehicles owned by the same victim (PDF document with case numbers listed attached). Other reports may surface related to additional damage not yet reported. No other tangible loss identified at this time.	Deputy Police Chief Sam Bejar at ($70.5263/hr) Code Enforcement Director Orlando Rodriguez ($52.4738/hr) Lieutenant Peter Guevara ($56.45/hr) Officer Yesinei Cabrera -Straight Time ($39.33/hr) Officer Yesinei Cabrera -Forced Time ($78.66/hr) Officer Wuihudson Francois - Straight Time ($36.15/hr) Officer Wuihudson Francois - Forced Time ($72.12/hr) Officer Kenneth Hendon ($30.54/hr) Officer Marcel Ascanio - Call Out ($45.62/hr) Officer Jairo Borrell - Call Out ($34.62/hr)	4 hours 3 hours 6 hours 6 hours 5 hours 6 hours 5 hours 6 hours 6 hours 6 hours	$282.11 $157.41 $338.70 $235.98 $393.30 $216.88 $360.60 $183.24 $273.72 $207.72
Total Expenditure - Salaries		**53 hours**	**$2,649.66**

Update on the construction site cleanup: All the large platforms and scaffolding on the roof has been removed. Other loose wood and reinforcements still being removed at this time. According to site foremen, they should be finished with cleanup by end of day*

Damaged Property	Damaged Items	Quantity	Cost
Vogel Park by Thortnon Construction	Sun Shade Sails (30'x30'x40' each sail, turquoise) Large plywood went through the sail. Proof was the plywood had teal fibers on it and was directly under the sail. 2x4 wood flew into the sail and became wedged into the playground equipment. (Installation included in price)	2	$14,000
	Asphalt damage on pathway (a 2'x3' area) A group of rebar fell onto the pathway crushing the asphalt area	1	$25.00
	Electrical Repairs (repair pipe, replace both timers and rewire). Large plywood landed on electrical timers and conduit	1	$3,100.00
	Sod, 1 new pallet of sod including installation Scaffolding landed in grass, causing large cavities and craters	1	$600.00
	Camera/Security System (Repair and replace wiring, new mount and new cameras) Flying plywood took out the metal post with cameras attached.		$4,400.00
STAFF TIME: 2 Staff members	Staff 1 - 5 hours Staff 2 - 5 hours Working West Drive cleaning up plywood, screws, construction netting and scaffolding parts assisting the Police Department where needed.	5 hours 5 hours	$117.34 $111.76
Total Cost by Thortnon Construction			**$22,354.10**
	Tree damage - in house		$0.00
Grant Total Cost including Natural Causes			**$22,354.10**


1041


1042



1043


1044


1045


1046


COLORADO
1047


1048


1049


1050


Accord
8RKW31
1051



1052


25
2 HR PARKING
7 AM - 9 PM
RESIDENT PARKING ONLY
AFTER HOURS
9 PM - 7 AM
NORTH BAY


1054


1055


freebee
NORTH BAY VILLAGE


1057



1058






25
1061


1063


1064


SPEED LIMIT
25


1066

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Dr. Richard Chervony

SUBJECT: Discussion and Status Update Regarding the Funding for Village Hall - Sponsored by Vice Mayor Dr. Richard Chervony

---

RECOMMENDATION

Discuss funding sources associated with the Village Hall project.

BACKGROUND AND ANALYSIS

Vice Mayor Chervony has requested a status update from Staff regarding the funding for the Village Hall/Fire Station 27 Building (VHFS). The information provided herein includes:

1. The latest VHFS design, presented at the 12/12/23 Village Commission Meeting.
2. The timeframe for the project.
3. A spreadsheet summarizing all payments, due to the Village, related to the DAs, including payment due dates or benchmarks by which they are due.
4. The latest VHFS budget, per the Village Hall architects. The updated budget includes: Florida Green Building Council - Gold Certification (as the Commission requested Gold Certification, and FGBC is the most affordable of the options) at a cost of @$1.57M. The updated cost also includes a contingency of @$2.74M to account for potential price escalations, as well as @$540,000 for a required County Art in Public Places installation, since County funds are involved in the project. The expected cost for VHFS is @ $44.625M.
5. The sources of funds for VHFS, whether from DAs or other sources, so long as funds are due prior to 1/28/25, when the VHFS construction contract is expected to be advertised. The total amount expected to be available is $35.4M. The difference between the project cost and the funds expected by 1/28/25 is @ $9.225M. NBV has over $14M in Transfer of Development Rights (TDRs) available, with over $3.8M requested at present. Other potential funding sources include: (a) via Village voter referendum - i.e. the issuance of General Obligation Bonds, as was done by the Village in 2008, when VHFS design, permitting, and construction costs were markedly different (i.e. more

affordable) than they are now, (b) via the County's proposed $2.5B November 2024 General Obligation Bond Referendum, which - on a per capita basis - should yield over $7M for the Village if approved.

6. Copies of the executed and recorded Development Agreements (DAs). (The new Shoma DA has to be executed by the developer and then recorded by the Village Attorney. This is expected to be completed in February.)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

As shown in the attached documents

PERSONNEL IMPACT

No additional staff is needed beyond current staff.

ATTACHMENTS

Village Hall Design Presentation 20231212.pdf
NBV FIRE STATION VILLAGE HALL_SCHEDULE (2024.0205).pdf
NBV DA Status and Payment Schedule.pdf
NBV FS 27 VH - Building SF Budget Totals 2024.0206_.pdf
Village Hall Fire Station - Sources of Funds.pdf
1601 79th St. Sunbeam Properties, Inc.pdf
1755 79 ST LGE NBV Development Agreement.pdf
1819-1855 79th St - North Bay Village Holdings, LLC.pdf
7940 West Drive -Development Agreement .pdf
7913 W. Drive - S2 NBV LLC- 01.05.2024- E-recorded.pdf



NORTH BAY VILLAGE
EST. 1945

Site Plan Application for Development of Village Hall and County Fire Station at 1335 79th Street Causeway

REGULAR VILLAGE COMMISSION MEETING

DECEMBER 12, 2023


MULTI-FAMILY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL
N
WEST DRIVE
EAST DRIVE
W
HARBOR ISLAND DRIVE
E
COMMERCIAL
JFK CAUSEWAY
79TH STREET JFK CAUSEWAY
S
SINGLE FAMILY RESIDENTIAL


ENVIRONMENTAL CHALLENGES
• SEA LEVEL RISE
• HURRICANES
• EMERGENCY RESPONSE TIME
FEMA ZONE A3
(ELEVATION 8.0'NGVD)
SITE AVG.
(6.0'NGVD)
WEST DRIVE
EAST DRIVE
PROPOSED F.F.E
(10.0'NGVD)
HARBOR ISLAND
DRIVE
JFK CAUSEWAY
79TH STREET JFK CAUSEWAY

Energy

- Commissioning of building systems
- Improved Energy Performance
- Lower lighting power density
- Efficient exterior lighting
- Occupancy and daylight sensors (possibly)
- Renewable Energy Ready
- Energy Star Appliances
- Optimized envelope material

Water

- WaterSense rated, Low flow fixtures
- Drought Tolerant & Florida Friendly Landscape
- Reduce turf %
- Efficient Micro-irrigation system meeting several features

Site

- Site redevelopment
- Locate near dense residential & community services
- Minimize Site disturbance
- Connectivity
- Sidewalk access & increase open space
- Structure parking
- Quality & quantity of stormwater discharge
- Alternative transportation options.

Health

- Carbon Dioxide monitoring
- High efficiency air filtration
- Use of low emitting materials and cleaning products
- Improve work environment through controllability & acoustics
- Outdoor space
- Indoor Air Quality management during construction
- Pollutant control with enhanced building entrance

Materials

- Storage & Collection of recycling
- Material recycled content
- Certified wood
- Construction Waste Recycling
- Waste management through durable exterior and low maintenance finishes
- Local Materials - Raw materials extraction

Project Management

- Building Information Modeling
- Green Education
- Design & construction team Green Building Training

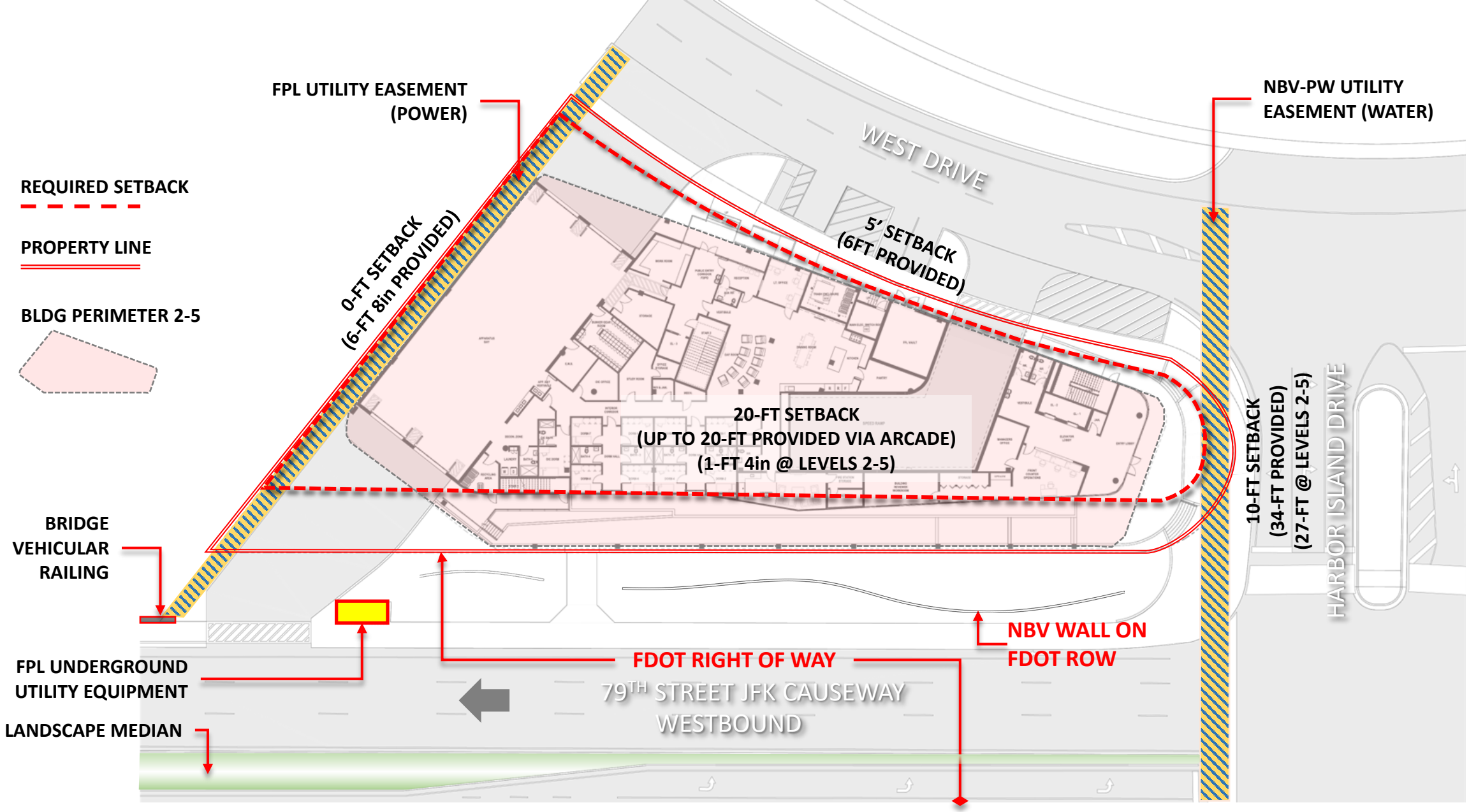
Available Sustainable Strategies
DIVISION 5 – Sec.8.33 – Green Building Development Options and Points

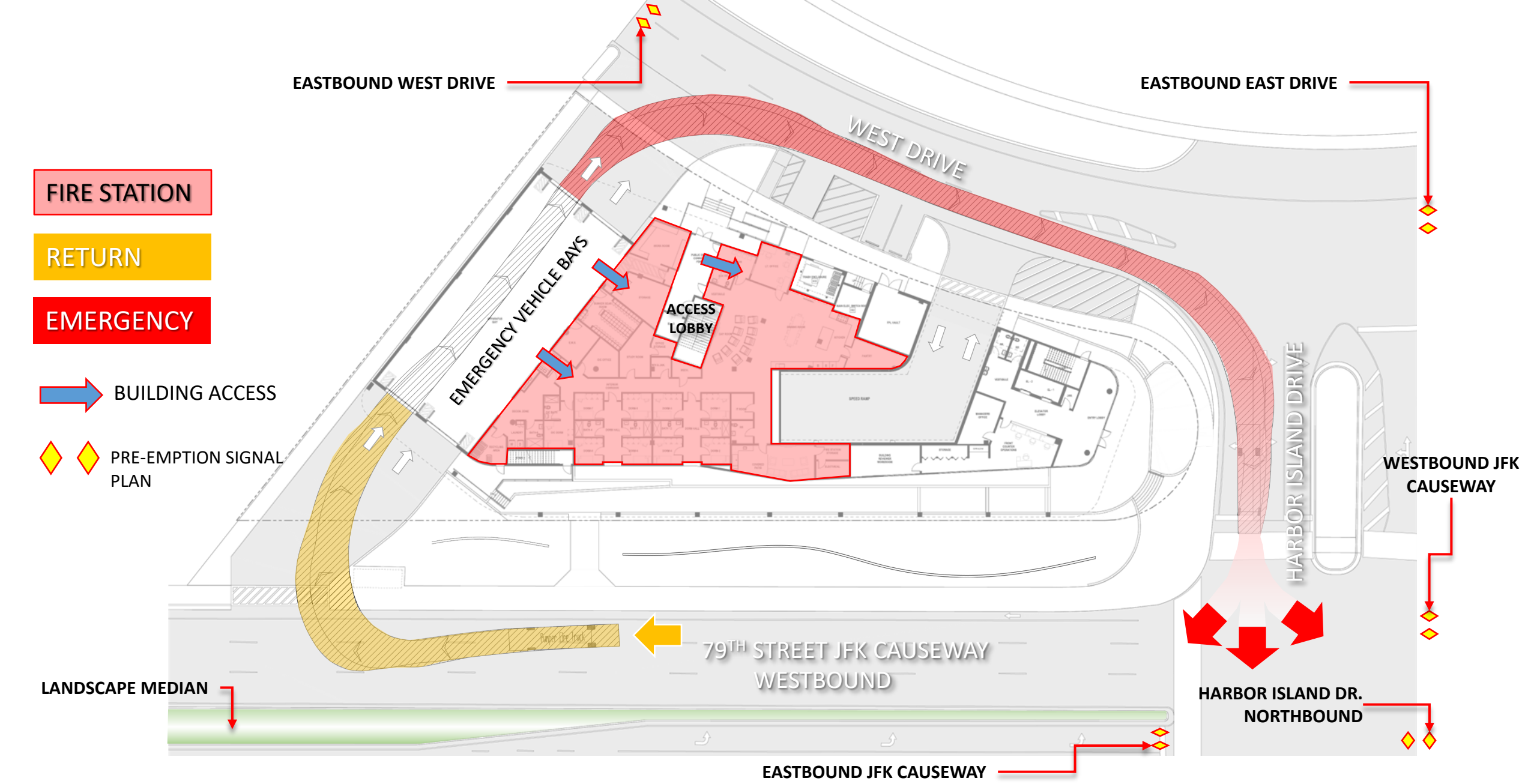
2pts – Electric Vehicle Charging Station – 5% of required or 77 ps (5%) = 4 EV Charging Stations
4 pts – White Roof – Initial SRI – 82
2 pts – 100% native plants
4 pts – Energy star rating appliances (all)
16 pts – FGBC Gold Certification

20 minimum required; 28 pts possible

Disaster Mitigation

- Impact Glazing
- Uninterrupted operations through generators
- Flood management through floor elevation and mechanical equipment location
- Integrated Pest Management Plan


FPL UTILITY EASEMENT (POWER)
NBV-PW UTILITY EASEMENT (WATER)
REQUIRED SETBACK
PROPERTY LINE
BLDG PERIMETER 2-5
WEST DRIVE
0-FT SETBACK (6-FT 8in PROVIDED)
5' SETBACK (6FT PROVIDED)
20-FT SETBACK
(UP TO 20-FT PROVIDED VIA ARCADE)
(1-FT 4in @ LEVELS 2-5)
10-FT SETBACK
(34-FT PROVIDED)
(27-FT @ LEVELS 2-5)
HARBOR ISLAND DRIVE
BRIDGE VEHICULAR RAILING
NBV WALL ON FDOT ROW
FPL UNDERGROUND UTILITY EQUIPMENT
FDOT RIGHT OF WAY
79TH STREET JFK CAUSEWAY
WESTBOUND
LANDSCAPE MEDIAN



MDFR Approved Fire Station Access

VILLAGE HALL

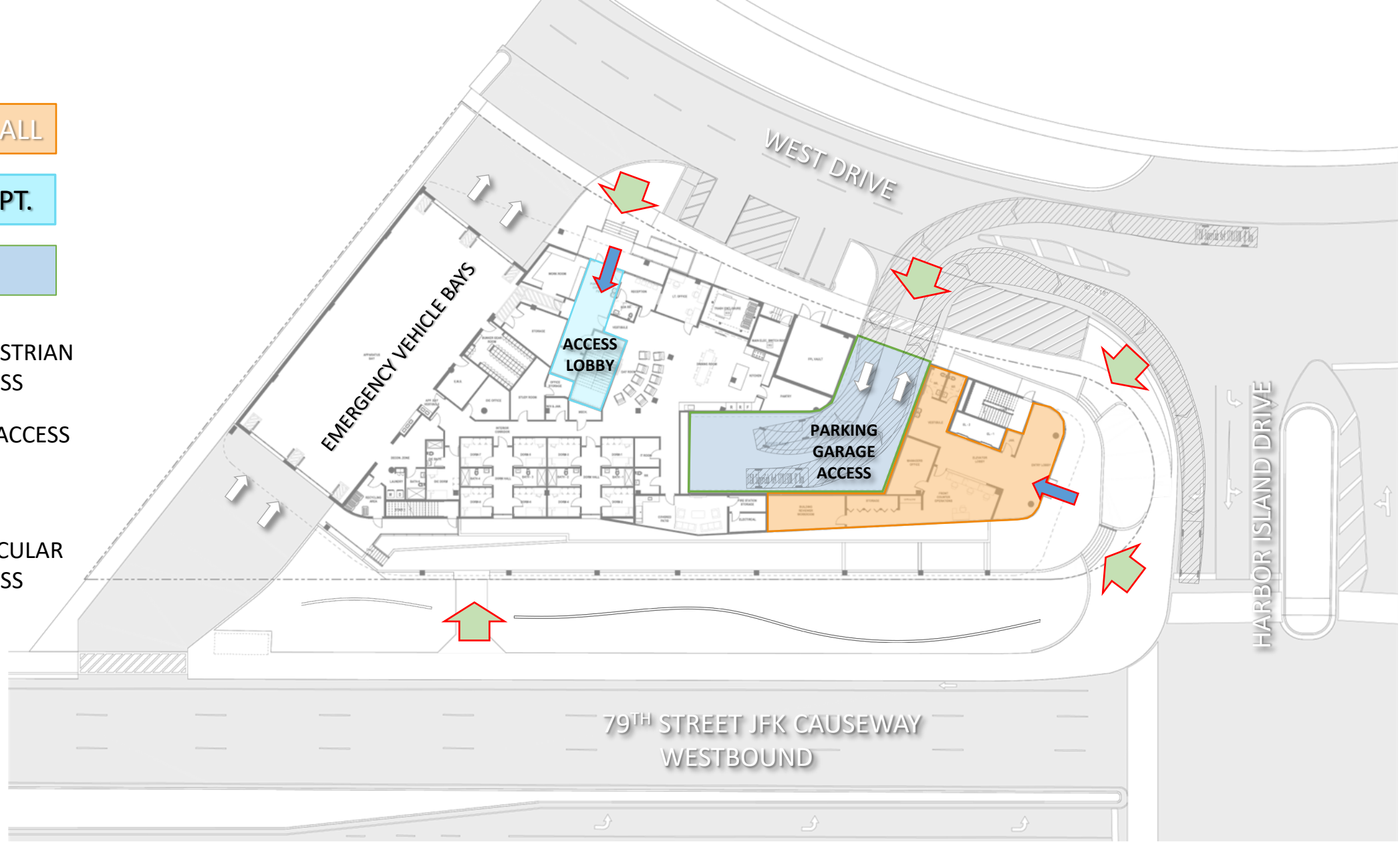
POLICE DEPT.

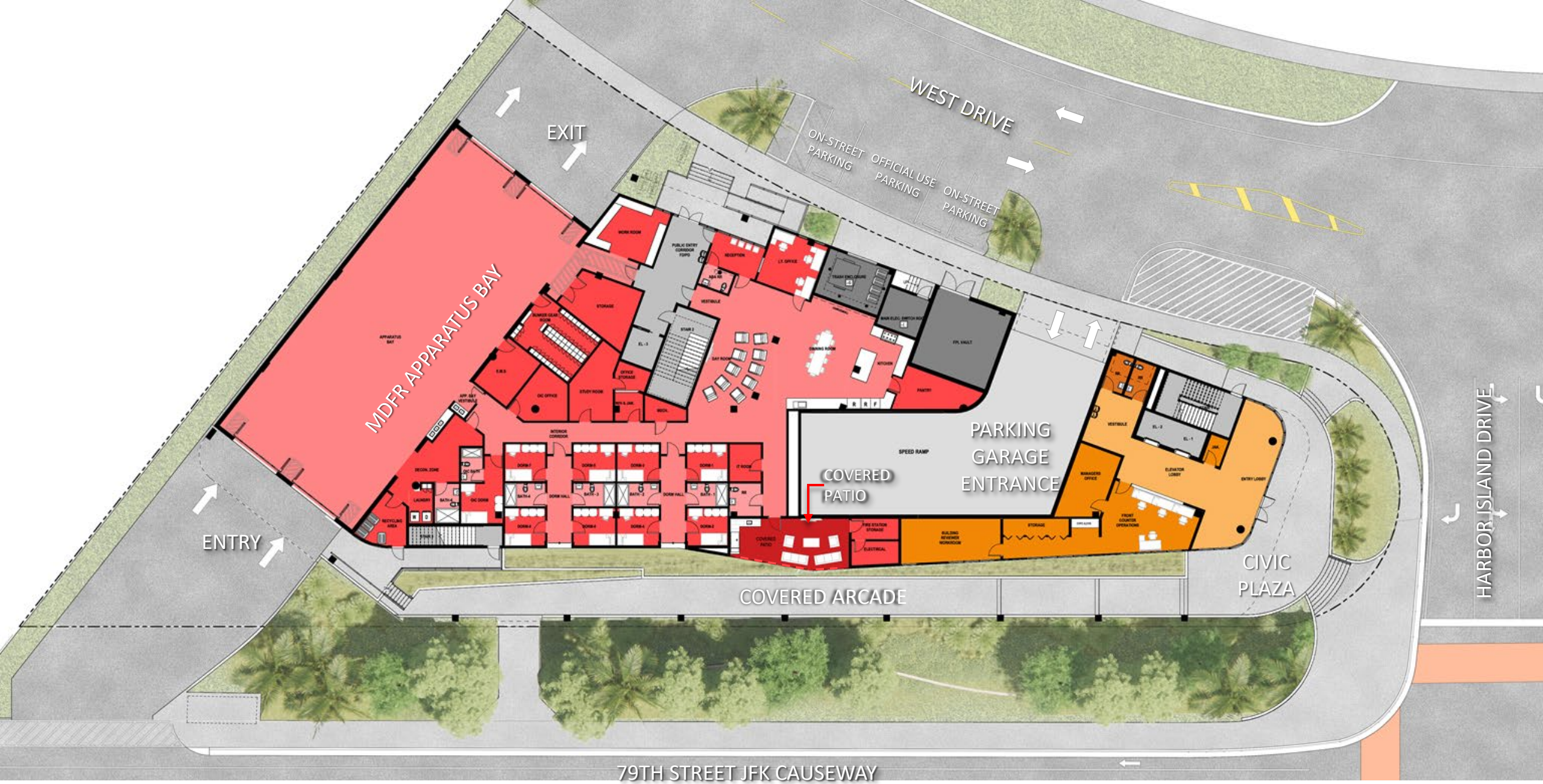
PARKING

PEDESTRIAN ACCESS

SITE ACCESS

VEHICULAR ACCESS

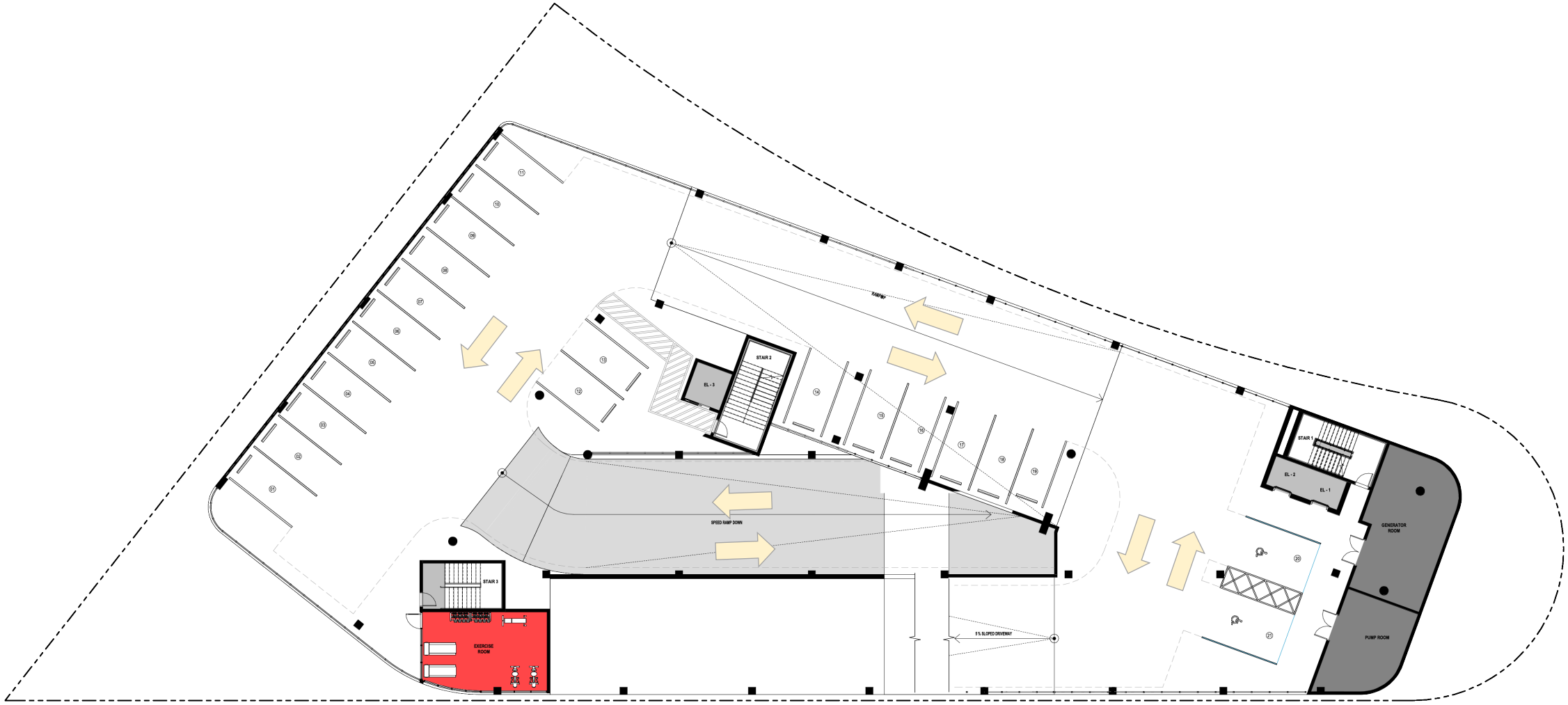




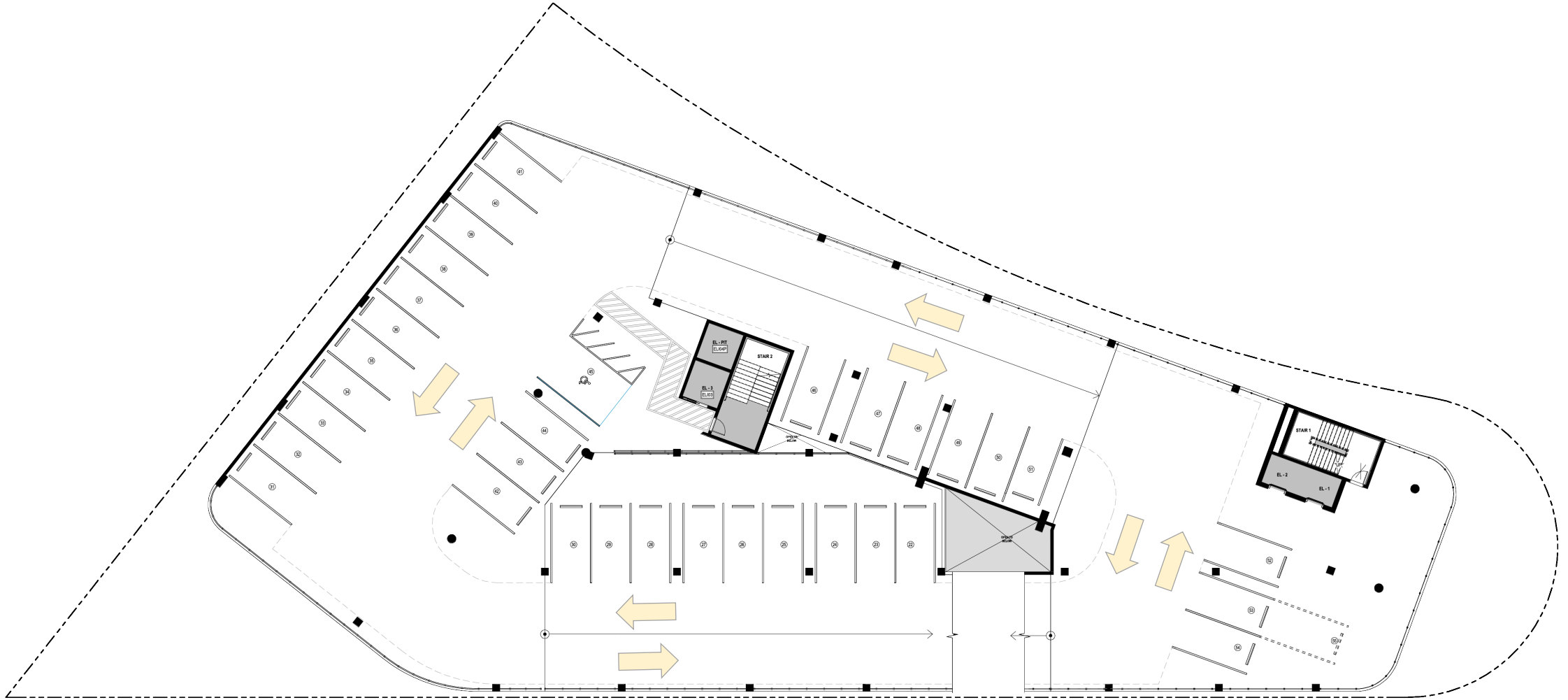
MDFR – FIRE STATION #27
11,971 SF

VILLAGE HALL
2,320 SF

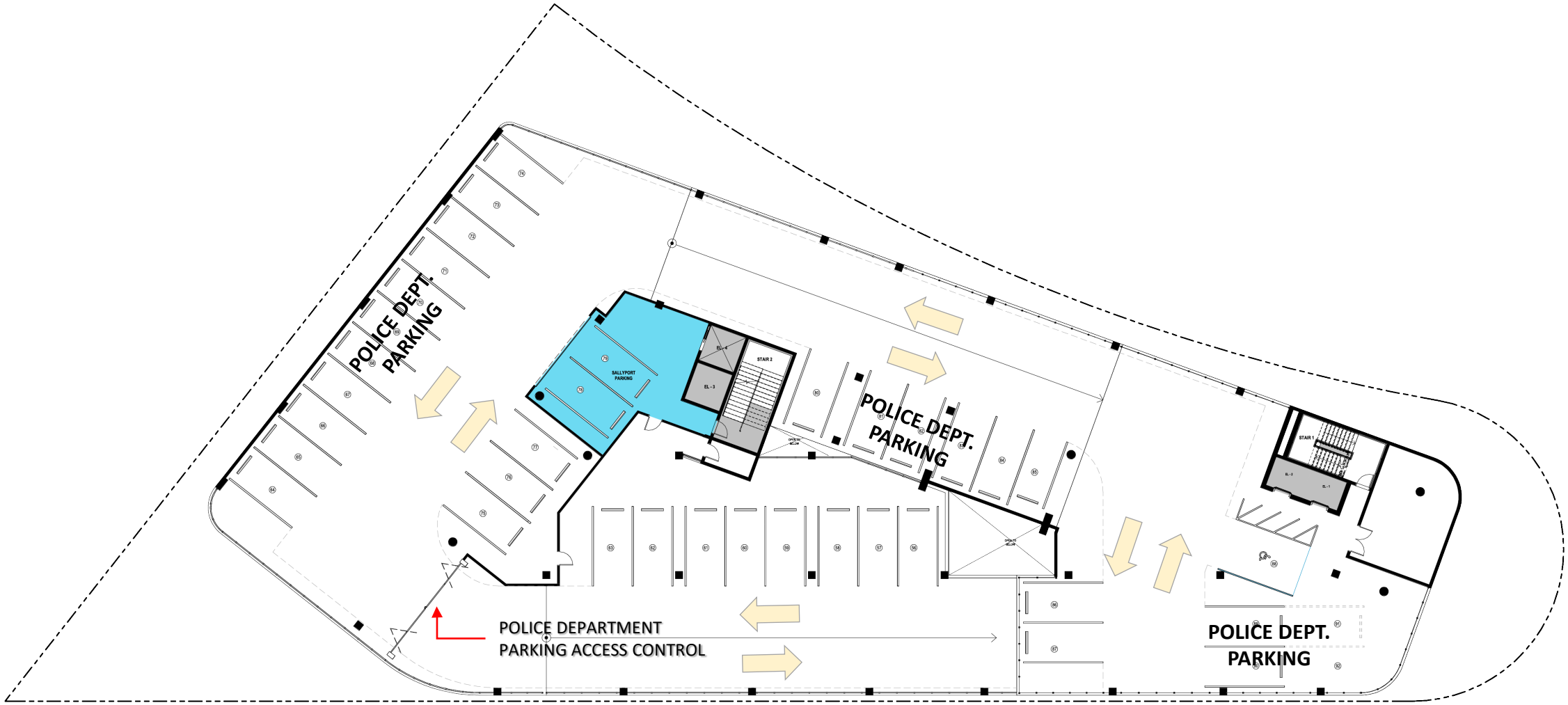
Site Plan



PARKING PROVIDED SECOND FLOOR 21 PS



PARKING PROVIDED THIRD FLOOR 33 PS



PARKING PROVIDED FOURTH FLOOR 37 PS



POLICE DEPARTMENT
11,004 SF

VILLAGE HALL
15,692 SF



South Elevation

POSSIBLE LOCATION FOR ART



SOUTH

NORTH

ENTRY PLAZA

East Elevation



North Elevation



WEST GREEN WALL



NORTH BAY VILLAGE
EST. 1945

Southeast View



Northeast View



South Elevation







South View

THANK YOU!



Project name	2312 NBV FIRE STATION & VILLAGE HALL SCHEDULE
Project manager	Natalia Livian
Project start date	3/16/2022
Project finish date	12/14/2026
Duration	1362 days
% complete	N/A
Exported on	2/5/2024

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
1	**1**	**SCHEMATIC DESIGN - PROGRAMMING**	**78 days**	**3/24/2023**	**6/9/2023**		**100%**	
~~2~~	~~1.1~~	~~kick off~~	~~1 day~~	~~3/24/2023~~	~~3/24/2023~~		~~100%~~	
3	~~1.2~~	~~Program Review & Approval~~	~~77 days~~	~~3/25/2023~~	~~6/9/2023~~	~~2FS~~	~~100%~~	
~~**4**~~	~~**2**~~	~~**SCHEMATIC DESIGN 30%**~~	~~**114 days**~~	~~**4/20/2023**~~	~~**8/11/2023**~~		~~**100%**~~	
5	~~2.1~~	~~30% Progress / Coordination~~	~~75 days~~	~~4/20/2023~~	~~7/3/2023~~		~~100%~~	
6	~~2.2~~	~~Building Massing Studies~~	~~51 days~~	~~4/20/2023~~	~~6/9/2023~~		~~100%~~	
7	~~2.3~~	~~Program Test Fits~~	~~44 days~~	~~4/27/2023~~	~~6/9/2023~~		~~100%~~	
~~8~~	~~2.4~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/3/2023~~	~~5/3/2023~~		~~100%~~	
~~9~~	~~2.5~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~5/11/2023~~	~~5/11/2023~~		~~100%~~	
~~10~~	~~2.6~~	~~5/11 O/A Meeting Continued~~	~~1 day~~	~~5/18/2023~~	~~5/18/2023~~		~~100%~~	
~~11~~	~~2.7~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/17/2023~~	~~5/17/2023~~		~~100%~~	
~~12~~	~~2.8~~	~~Village Review Layouts~~	~~8 days~~	~~5/24/2023~~	~~5/31/2023~~		~~100%~~	
~~13~~	~~2.9~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/24/2023~~	~~5/24/2023~~		~~100%~~	
14	~~2.10~~	~~Survey Completed~~	~~4 days~~	~~6/2/2023~~	~~6/5/2023~~		~~100%~~	
15	~~2.11~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/5/2023~~	~~6/5/2023~~		~~100%~~	
16	~~2.12~~	~~Geotech Final Report Completed~~	~~1 day~~	~~6/7/2023~~	~~6/7/2023~~		~~100%~~	
17	~~2.13~~	~~O/A Bi-weekly Meeting - Tentative~~	~~1 day~~	~~6/8/2023~~	~~6/8/2023~~		~~100%~~	
18	~~2.14~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/14/2023~~	~~6/14/2023~~		~~100%~~	
19	~~2.15~~	~~Design Workshop - Public input~~	~~1 day~~	~~6/19/2023~~	~~6/19/2023~~		~~100%~~	In Person Meeting
20	~~2.16~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/22/2023~~	~~6/22/2023~~		~~100%~~	
21	~~2.17~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/28/2023~~	~~6/28/2023~~		~~100%~~	
22	~~2.18~~	~~Consultant Progress Set Due~~	~~1 day~~	~~6/30/2023~~	~~6/30/2023~~		~~100%~~	
23	~~2.19~~	~~30% QAQC~~	~~10 days~~	~~7/5/2023~~	~~7/14/2023~~		~~100%~~	
24	~~2.20~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/6/2023~~	~~7/6/2023~~		~~100%~~	
25	~~2.21~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~7/12/2023~~	~~7/12/2023~~		~~100%~~	
26	~~2.22~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/20/2023~~	~~7/20/2023~~		~~100%~~	
27	~~2.23~~	~~Consultant 30% Set Due~~	~~1 day~~	~~8/7/2023~~	~~8/7/2023~~		~~100%~~	
28	~~2.24~~	~~Issue 30% Schematic Design Set & Estimate~~	~~1 day~~	~~8/11/2023~~	~~8/11/2023~~		~~100%~~	
29	~~3~~	~~VILLAGE REVIEW - 30% Schematic Design~~	~~15 days~~	~~8/12/2023~~	~~8/26/2023~~		~~100%~~	
	~~3.1~~	~~VE Review and Approval~~		~~8/26/2023~~	~~9/19/2023~~		~~100%~~	
~~**30**~~	~~**4**~~	~~**SITE PLAN APPROVAL**~~	~~**45 days**~~	~~**8/27/2023**~~	~~**11/15/2023**~~		~~**100%**~~	
31	~~4.1~~	~~Site Plan Review Meetings~~	~~16 days~~	~~8/27/2023~~	~~9/11/2023~~		~~100%~~	
32	~~4.2~~	~~Site Plan Presentation Prep~~	~~8 days~~	~~11/8/2023~~	~~11/14/2023~~		~~100%~~	
33	~~4.3~~	~~Zoning Submittal / Review Process~~	~~60 days~~	~~8/25/2023~~	~~**11/7/2023**~~		~~100%~~	conducted via email communications
34	~~4.4~~	~~Commission Review Hearing~~	~~1 day~~	~~11/15/2023~~	~~**11/15/2023**~~	~~33FS~~	~~100%~~	
35	**5**	**DESIGN DEVELOPMENT 60%**	**110 days**	**11/16/2023**	**3/5/2024**	**34FS**	**0%**	

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
36	5.1	60% Progress / Coordination	74 days	11/16/2023	1/29/2024		0%	
37	~~5.2~~	~~Thanksgiving Holidays - office Closed~~	~~4 days~~	~~11/23/2023~~	~~11/26/2023~~		~~0%~~	
	5.3	~~Regular Commission Meeting~~	~~1 day~~	~~12/12/2023~~	~~12/12/2023~~			
38	~~5.4~~	~~Consultant Coordination Progress Set Due~~	~~1 day~~	~~12/20/2023~~	~~12/20/2023~~		0%	
39	5.5	~~QAQC Review~~	~~24 days~~	~~12/21/2023~~	~~1/12/2024~~		~~0%~~	
40	5.6	~~Winter Holidays - Office Closed~~	~~4 days~~	~~12/22/2023~~	~~12/27/2023~~		~~0%~~	
41	5.7	~~New years Holidays - Office Closed~~	~~4 days~~	~~12/28/2023~~	~~1/2/2023~~		~~0%~~	
	5.8	~~Consultant Coordination 2nd Progress Set Due~~	~~1 day~~	~~1/26/2024~~	~~1/26/2024~~		~~0%~~	
42	5.9	Issue 60% Design Development Set & Estimate	1 day	3/5/2024	3/5/2024		0%	
43	6	VILLAGE REVIEW 60% Design Development	15 days	3/6/2024	3/21/2024	42FS	0%	
44	**7**	**CONSTRUCTION DOCUMENTS 90%**	**61 days**	**3/22/2024**	**5/22/2024**	**43FS**	**0%**	
45	7.1	90% Progress / Coordination	25 days	3/22/2024	4/16/2024		0%	
46	7.2	Consultant Coordination Set Due	1 day	4/12/2024	4/12/2024		0%	
47	7.3	QAQC Review	10 days	4/15/2024	4/25/2024	45FS	0%	
48	7.4	Issue 90% Construction Documents	1 day	5/22/2024	5/22/2024		0%	
49	8	VILLAGE REVIEW - 90% construction Documents	17 days	5/23/2024	6/6/2024	48FS	0%	
50	**9**	**CONSTRUCTION DOCUMENTS 100%**	**40 days**	**6/7/2024**	**7/16/2024**	**49FS**	**0%**	
51	9.1	100% Progress / Coordination	25 days	6/7/2024	7/1/2024		0%	
52	9.2	Consultant Coordination Set Due	1 day	7/2/2024	7/2/2024		0%	
53	9.3	Issue 100% Construction Documents & Estimate	1 day	7/16/2024	7/16/2024		0%	
54	10	VILLAGE REVIEW - 100% Construction Documents	15 days	7/17/2024	7/31/2024	53FS	0%	
55	**11**	**SUBMIT FOR PERMIT**	**180 days**	**8/1/2024**	**1/27/2025**	**54FS**	**0%**	**Estimated Date**
56	11.1	Permit comments & responses	180 days	8/1/2024	1/27/2025		0%	Estimated Date
57	**12**	**ISSUE FOR BID**	**80 days**	**1/28/2025**	**4/17/2025**	**55FS**	**0%**	**Estimated Date**
58	12.1	Bidder Process / Bidder Selected	80 days	1/28/2025	4/17/2025		0%	Estimated Date
59	**13**	**CONTRACT AWARDED**	**30 days**	**4/18/2025**	**5/17/2025**	**57FS**	**0%**	**Estimated Date**
60	13.1	Contract Negotiations	30 days	4/18/2025	5/17/2025		0%	Estimated Date
61	14	CONSTRUCTION ADMINISTRATION	540 days	6/23/2025	12/14/2026	59FS	0%	Estimated Date

Name	Property Address	Site Plan / DA Approval Date	Effective Date	Resolution No.	Expiration Date	EXTENSIONS	Completed: Y/N	Executed: Y/N	Recorded: Y/N
LGE NBV	1755 79th Street	2/17/2022	7/29/2022	2022-011A	2/17/2024	2 - 1 year extensions	Y	Y	Y
1755 JFK Owner, LLC (Continuum)	1755 79th Street	11/2/2022	3/10/2023	2022-091	2/10/2025	Amended Site Plan / DA	Y	Y	Y
Sunbeam 1601 79th Street, LLC	1601 79th Street	10/11/2022	5/11/2023	2022-086	3/15/2053	15 Years Extension after PH	Y	Y	Y
North Bay Village Holdings, LLC (Shuck	1819-1855 79th Street	1/10/2023	1/2/2024	2023-002 & 2023-003	1/13/2025	2 Years , + 1 year extension	Y	Y	Y
7940 NBV Partners, LLC	7938-40 West Drive	9/28/2023	1/2/2024	2023-22 &2023-23	2025	Owner may request up to two - 1 year extensions	Y	Y	Y
Shoma Group	1872 79th Street	11/9/2023		2023-143 & 2023-144			Y	P	N
S2 NBV, LLC	7913 West Drive	12/12/2023	1/5/2024	2023-163 & 2023-165	2025	Owner may request up to two - 1 year extensions	Y	Y	Y

DEVELOPMENT AGREEMENT PAYMENTS DUE TO VILLAGE (As of 2/5/24)

Sunbeam - 1601 79 Street				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
Community Contribution(Bus Shelters and Complete Streets)	$ 400,000	once traffic concurrency/moratorium resolved		
Community Contribution-25% (Tier 1 and 2)	$ 1,518,750	within 90 days of effective date	$ 1,518,750	1st $1M is for parks
Community Contribution-75% (Tier1 and 2)	$ 4,556,250	@ bldg permit		
In lieu of Community Contribution	$ 4,120,000	once traffic concurrency/moratorium resolved		
Special Fire Service Contribution	$ 1,375,000	within 90 days of effective date	$ 1,375,000	credit against building permit fees
Pre-Paid Impact Fees (Partial Payment)	$ 6,880,000	once traffic concurrency/moratorium resolved		
Remaining Impact Fees	$ 17,880,552	@ bldg permit		
Total	**$ 36,730,552**		**$ 2,893,750**	

1755 JKF Owner, LLC (Continuum)				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
Community Contribution (25%)	$50,250	5/11/2022	$50,250	Used to match FDOT causeway landscaping grant
Community Contribution (75%)	$150,750	@ bldg permit		
Park Improvement Contribution	$ 600,000	8/9/2023	$ 600,000	
Police Impact Fee	$ 180,104	@ bldg permit		
Park Impact Fee	$ 408,814	@ bldg permit		
Wastewater Line	$ 1,046,296	@ bldg permit		
Total	**$ 2,436,214**		**$ 650,250**	

North Bay Village Holdings (Shuckers Project) - 1819-1855 79 Street Causeway				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
1st Community Contribution (25%)	$ 546,250	4/5/2024		
2nd Community Contribution (75%)	$ 1,638,750	@ bldg permit		
Public Facility Contribution	$ 974,000	1/5/2025		
Police Impact Fees	$ 645,782	@ bldg permit		
Park Impact Fees	$ 1,218,212	@ bldg permit		
Wastewater Line	$ 5,283,375	@ bldg permit		
Total	**$ 10,306,369**		**$ -**	

7940 NBV Partners, LLC - 7940 West Drive				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
Density Rights Transfer	$ 1,200,000	12/27/2023	$ 1,200,000	
Height Bonus 1st payment (10%)	$ 47,250	10/28/2023	$ 47,250	
Height Bonus Final payment (90%)	$ 425,250	@ bldg permit		
Payment for Loss of Parking Spaces	$ 150,000	prior to CO		
Police Impact Fee	$ 58,138	@ bldg permit		
Park Impact Fee	$ 142,373	@ bldg permit		
Wastewater Line	$ 351,478	@ bldg permit		

Total	**$ 2,374,489**		**$ 1,247,250**	

Shoma Group - 1872 79 Street				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
Public Art Contribution	$50,000	9/2/2022	$50,000	Used for eastern entry sign
1st Community Contribution (25%)	$ 342,500	2/28/2024		
2nd Community Contribution (25%)	$ 342,500	5/30/2024		
3rd Community Contribution (50%)	$ 685,000	8/31/2024		
Payment in lieu of WH (25%)	$ 246,750	2/28/2024		
Payment in lieu of WH (25%)	$ 246,750	5/30/2024		
Payment in lieu of WH (50%)	$ 493,500	8/31/2024		
Village Hall Contribution	$ 400,000	@ bldg permit		
Impact Fees (Pre-Pay Parks & Police)	$ 953,931	4/1/2024		
Wastewater Line	$ 2,011,069	@ bldg permit		
Total	**$ 5,772,000**		**$ 50,000**	

S2 NBV, LLC - 7913 West Drive				
Financial Contribution	**Amount Due**	**Due Date**	**Amount Paid**	**Comments**
Height Bonus	$ 282,000	1/11/2024	$ 282,000	
Density Rights Transfer	$ 1,430,000	3/11/2024		
Police Impact Fee	$ 78,071	@ bldg permit		
Park Impact Fee	$ 191,187	@ bldg permit		
Wastewater Line	$ 471,984	@ bldg permit		
Total	**$ 2,453,242**		**$ 282,000**	

TOTAL ALL AMOUNTS	**$ 60,072,866**	**$ 5,123,250**

BUILDING BUDGET

NORTH BAY VILLAGE HALL & FIRE STATION 27

Per 01.26.2024 Plans

Program	Area (sf)		Unit Cost	Total Cost
Construction Cost (Estimate)				
Village Hall	14,019 SF	x	$500.00	$7,009,500.00
Police Department	10,721 SF	x	$500.00	$5,360,500.00
Fire Station & Public Entry	12,824 SF	x	$550.00	$7,053,200.00
FS Parking at Garage (15 PS)	4,185 SF	x	$185.00	$774,225.00
FS WP @ 2nd Floor	15,927 SF	x	$30.00	$477,810.00
VH WP	7,997 SF	x	$30.00	$239,910.00
Parking Garage (76 PS)	60,141 SF	x	$185.00	$11,126,085.00
Building Support (Elevator Core)	1,349 SF	x	$300.00	$404,700.00
Building Support (Stair Core)	3,480 SF	x	$185.00	$643,800.00
Building Support (Public Entry PD/)	175 SF	x	$250.00	$43,750.00
Sally Port & Dedicated Elevator	821 SF	x	$300.00	$246,300.00
Building Support (FPL, Utility, Trash)	5,150 SF	x	$185.00	$952,750.00
Offsite, signal, etc.	(allowance)			$1,000,000.00
Arcade:	3,151 SF	x	$150.00	$472,650.00
Terrace:	693 SF	x	$250.00	$173,250.00
Sub-Total	112,044 SF			**$35,978,430.00**
Art in Public Places (AIPP)	1.5% of Const.Cost			$539,676.45
Estimated Const Cost:				**$36,518,106.45**
Escalation (estimate - 1 year)	5%			$1,825,905.32
Design Contingency Allowance	2.5%			$912,952.66
Estimated Const Cost /Allowances:				**$39,256,964.43**
Soft Cost (Estimate)				
Permit Fees	Allowance			$800,000.00
Impact Fees	Allowance			$450,000.00
FF&E Allowance (FS)	8,547 SF		$40.00	$341,880.00
FF&E Allowance (VH & PD)	24,740 SF		$40.00	$989,600.00
A/E Fees				$2,786,697.00
Sub-Total Soft Cost				**$5,368,177.00**
Total Project Cost				**$44,625,141.43**

Note: Estimated Construction Cost of $39,256,964 includes FGBC Gold Certification Premium of approximately 4% ($1,570,279.00)

Village Hall/Fire Rescue Station - Sources of Funds (2/5/24)

Amount Due	Funding Sources for Funds Due or Expected Prior to 1/28/25 VHFS Construction Bid Issuance Date	Amount Available/ Collected
$ 7,500,000	Village Hall Bond	$ 7,500,000
$ 518,750	Sunbeam Community Contribution ($1,528,750 collected: $1M for Parks; $518,750 for V. Hall)	$ 518,750
$ 6,880,000	Sunbeam Payment in Lieu of Impact Fees (Negotiated to Be Paid Years ahead of Due Date - once Traffic Concurrency and Moratorium) (to be resolved and collected in 2024)	
$ 4,120,000	Sunbeam Voluntary Contribution toward Village Hall (Negotiated Contribution - once Traffic Concurrency and Moratorium) (to be resolved and collected in 2024)	
$ 1,375,000	Sunbeam Voluntary Contribution toward Fire Station (Negotiated Contribution)	$ 1,375,000
$ 546,250	Shuckers 1st Community Contribution (due 4/5/24)	
$ 974,000	Shuckers Public Facility Voluntary Contribution (Negotiated Contribution) (due 1/5/25)	
$ 7,425,000	Miami-Dade Fire Rescue Payment (Negotiated up from Original $4.67M)*	$ 7,425,000
$ 1,200,000	7940 West Drive Density Rights Transfer Fee (Negotiated to be within 90 Days of Approval)	$ 1,200,000
$ 472,500	7940 West Drive 1st (of 2) Height Bonus Payment (10% within 30 Days of Approval; 90% at Permit)	$ 47,250
$ 342,500	Shoma 1st Community Contribution Fee (due 2/28/24)	
$ 342,500	Shoma 2nd Community Contribution Fee (due 5/30/24)	
$ 685,000	Shoma 3rd Community Contribution Fee (due 8/31/24)	
$ 953,931	Shoma Parks & Police Impact Fees (Negotiated to Be Paid Years ahead of Due Date) (due 4/1/24)	
$ 400,000	Shoma Village Hall Voluntary Contribution (Negotiated Contribution) (due at Building Permit - Expected 2024)	
$ 1,430,000	Marina View (7913 West Dr) Density Rights Transfer Fee (due 3/11/24)	
$ 282,000	Marina View (7913 West Dr) Height Bonus Payment	$ 282,000
$ 35,447,431	**TOTAL**	**$ 18,348,000**

Potential Additional Funding Sources

$ 2,775,000	Porto la Vie (East Dr) Community Contribution Fee (2024 Agenda Date TBD)
$ 1,100,250	Porto la Vie (East Dr) Height Payment (2024 Agenda Date TBD)
$10,245,000	TDRs Available: 136.6 x $75,000 = $10,245,000
$ 14,120,250	**TOTAL**

* MOU with County to be adopted, but funds have been budgeted by County.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 13th day of March, 2023, by and between the owners of real property listed below and their subsequent successors and/or assigns, (collectively the "Developer" or "Sunbeam") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

RECITALS

WHEREAS, the Developer is the owner of the following parcels of real property:

- 23-3209-000-0010 Sunbeam Television Corp.
- 23-3209-000-0200 Sunbeam Television Corp.
- 23-3209-000-0201 Sunbeam Television Corp.
- 23-3209-000-0020 Sunbeam Television Corp.
- 23-3209-000-0030 Sunbeam Television Corp.
- 23-3209-000-0031 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0040 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0161 Sunbeam Properties, Inc.
- 23-3209-010-0240 Sunbeam 1600-1624 79th ST LLC.
- 23-3209-010-0270 Sunbeam 1600-1624 79th ST LLC.

located within the boundaries of the Village, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 and T6-30 transect zones pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed with mixed-use development as set forth in the Special Area Plan and Site Plan application submitted to the Village on March 24, 2022 (the "Project"); and

WHEREAS, the Developer and the Village mutually desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15 and Appendix A of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and

policies, subject to the conditions of such development agreements; and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, to satisfy concurrency for the Property for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer and the Village regarding development of the Property and operations thereon.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
    a. "Approval Ordinance" means Ordinance No. 2022-011 adopted on October 11, 2022, which approved the Sunbeam NBV Special Area Plan as set forth in Appendix A to the ULDC. See Exhibit B-1.
    b. "Approval Resolution" means Resolution No. 2022-085 adopted on October 11, 2022, which approved the Site Plan, as further defined below. See Exhibit B-2.
    c. "Building Official" shall have the meaning set forth in Chapter 2 of the 2020 Florida Building Code, Building, 7th Edition: "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. For purposes of this Agreement, "Building Official" also means that person appointed to head the building department in accordance with Section 4.14 of the Code of Ordinances of North Bay Village or that person's designee.
    d. "Civic Space" means any portion or portions of the Project designed to encourage the uses enumerated in Section A.4.A.5 of the ULDC (2022) to be established and/or conducted.
    e. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2022).
    f. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2022): "Developer" means any person, including a governmental agency, undertaking any development. For purposes of this Agreement, "Developer" also means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
    g. "Development" shall have the meaning set forth in Section 163.3221(4), Florida

Statutes (2022): "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. For purposes of this Agreement, "Development" also means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2022) provided, however, that activities and uses set forth in Section 163.3221(4)(b), Florida Statutes (2022), shall not constitute Development.

h. "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2022) as modified herein: "Development Permit" includes any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. For purposes of this Agreement, "Development Permit" also includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government, including actions of the Village Manager, Planning and Zoning Official and/or Building Official, having the effect of permitting the development of land, including an SAP Permit, and Site Plan Modification Permit as defined by Appendix A of the ULDC (2022), except that amendments to the Special Area Plan or the Project Approval shall not be considered a Development Permit.

i. "Effective Date" is the later of the date of execution of this Agreement by the Developer or the Village.

j. "Governing Body" means the Village Commission.

k. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

l. "Island Walk" means a non-exclusive minimum 18-foot-wide easement, granted in accordance with Paragraph 9 of this Agreement, within a minimum 25-foot setback serving as a waterfront promenade as envisioned in the "NBV100 Report" prepared by DPZ CoDesign dated April 10, 2020, and more particularly defined in Section A.3.A.2.g(2) of the ULDC (2022).

m. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2022): "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

n. "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2022): "Land Development Regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land. For purposes of this Agreement, "Land Development

Regulations" also means ordinances, resolutions, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, Special Area Plan, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

o. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2022): "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land. For purposes of this Agreement, "Laws" also means all ordinances, resolutions, regulations, comprehensive plans, special area plans, land development regulations, and rules adopted by a local government affecting the development of Land.

p. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

q. "Open Space" means any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation of such areas (to be determined in the sole discretion of the Developer).

r. "Planning and Zoning Official" shall means that person appointed to head the planning and zoning department in accordance with Section 4.13 of the Code of Ordinance of North Bay Village or that person's designee.

s. "Project" means the Development approved pursuant to the Project Approval.

t. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

u. "Partial Stabilization" means the completion of construction of the first of either the "Sunbeam NBV North – West" or the "Sunbeam NBV North – East" quadrants as defined in the Site Plan page 1.07 and the leasing of at least ninety percent (90%) of the commercial spaces thereon by third-party tenants for ninety (90) consecutive days.

v. "Property" is that certain 12.912-acre site as more particularly described in Exhibit "A" attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

w. "SAP Permit" means the permit issued for the implementation of phases and/or individual projects, buildings and structures and/or site improvements granted administratively pursuant to the Project Approval and in accordance with Section A.1.H and Section 5.9 of the ULDC (2022).

x. "Site Plan" is that site plan approved by the Approval Resolution entitled "Sunbeam NBV SAP Site Plan" consisting of 12 sheets.

y. "Site Plan Modification Permit" means the permit issued to authorize modifications to a previously approved SAP Permit.

z. "Special Area Plan" means the special area plan approved by the Commission which may also be known as the "Sunbeam NBV Special Area Plan" and referenced in Appendix A of the ULDC (2022).

aa. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), so as to effectuate the requirements of Section 8.13, Chapter 15 and Appendix A of the ULDC (2022) and the Site Plan. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including the imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date, Duration, and Annual Review.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date (the "Term").

b. The term of this Agreement may be extended for an additional term of fifteen (15) years subject to Village Commission Approval after public hearing in accordance with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022).

c. The expiration date of the Agreement shall be upon the expiration of the Term (and any extension of the Term) from the Effective Date (the "Expiration Date").

d. Annual Review. The Developer shall provide the Village with an annual written status report due on or before the anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2022). The annual status report shall list the obligations of this

Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, short term rental units, hotel units, and parking spaces. The Village shall annually review the annual status report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the material terms of this Agreement, the notice, cure, and mediation procedures of Paragraph 32 shall be invoked, following which the Village may avail itself of the remedies provided in Section 163.3235, Florida Statutes (2022).

e. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any government-initiated moratorium, litigation or challenges that materially limit the ability of the Developer to develop the Project. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

f. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the obligation of the Developer under this Agreement, the Project Approval, or any Development Permit. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

g. The Village is considering the adoption of a Comprehensive Plan amendment that shifts evaluation of traffic levels of service from trip-based concurrency to a Traffic Concurrency Exception Area or similar program/option to eliminate requirements to evaluate the Project from trip-based concurrency (the "Traffic Concurrency Amendment") for roads within the Village that abut the Property, including but not limited to 79th Street Causeway. At the same time, the Village recognizes that there is currently a sewer moratorium (the "Moratorium") that may impact the ability of the Developer to obtain building permits until such time as the Moratorium is lifted. Developer's financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b shall be due upon the earlier to occur of the adoption of the Traffic Concurrency Amendment or the lifting of the Moratorium Additionally, until such time as the Moratorium is lifted thereby providing sewer capacity for the entire build-out of the Project, all of Developer's non-financial obligations under Paragraphs 4.a, 4.b, 4.c, 6.e, 7.c, 9, and 24 shall not be due. Notwithstanding the foregoing, Developer acknowledges that the Village shall withhold issuance of permits for the construction of new buildings within the Project until such time as Developer has made the financial contributions in Paragraphs 7.e.ii, 11.d, 12.b, and 12.c.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan including but not limited to level of service and that the Project Approval accords with the Land Development Regulations as modified by the Project Approval. Upon execution of this Agreement and for the Term (and any extension of the Term), subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of SAP Permits and Site Plan Modification Permits), and the applicable provisions of the Comprehensive Plan.

   c. Reservation of Trips. The Village acknowledges that as of the date of Project Approval 79th Street Causeway has, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,338 daily, p.m. peak hour trips at a LOS D available for the development of the Project. The Village hereby reserves, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,300 daily, p.m. peak hour trips on the 79th Street Causeway for the Project. Upon adoption of the Traffic Concurrency Amendment this subparagraph is null and void, and the Project shall be exempt from the transportation concurrency requirements of Chapter 5 Division 2 of the ULDC (2022).

   d. Through the approval of the Special Area Plan and this Agreement by the Village Commission, the Village recognizes the Property as one contiguous parcel for all purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of densities and uses on a parcel or from one parcel to the other subject to the terms of the Project Approval. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. Prior to any SAP Permit or building permit, Developer shall provide Village with an update to the allocation table. The Village agrees that during the Term (and any extension of the Term) of this Agreement the Developer may increase or decrease the external boundaries and total lot area of the Property and the Developer acknowledges that such change shall require an amendment to the Project Approval and this Agreement, except that changes to incorporate either or both of the properties identified as Miami-Dade Property

Tax Folio Nos. 23-3209-010-0220 and 23-3209-010-0180, located at 1580 Kennedy Causeway and 1550 Kennedy Causeway, respectively (the "Additive Properties"), into the Project, shall not reduce the rights or increase the obligations set forth in the Project Approval and this Agreement as to the Property as of the Effective Date of this Agreement. For avoidance of doubt, if incorporated into the Project, either or both of the Additive Properties may be subject to newly imposed, site-specific conditions, restrictions and obligations, but shall in no way affect the rights and obligations of the Project Approval and the Agreement as both apply to the Property as of the Effective Date of this Agreement. For purposes of clarification, a transfer or an increase or decrease in the number of parcels of property that does not affect the boundaries of the Project does not require approval of the Village. If the Developer acquires additional property that abuts or is in the vicinity of the boundaries of the Project but does not seek to include it within the Project, no amendment to the Project Approval shall be required.

6. Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations.

   a. The Site Plan and Special Area Plan adopted by the Village Commission pursuant to and limited by the Project Approval is hereby incorporated into the terms of this Agreement. The Project consists of:

      1. Up to 1,936 units at a density of 150 residential units per acre inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing.
      2. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
      3. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan.
      4. Required open space and civic space.

   b. The Village expressly acknowledges that the density and intensity proposed for the Project is consistent with the densities and intensities permitted by the existing Land Development Regulations, are consistent with the Village's adopted Comprehensive Plan, and, except for transportation which may be addressed through adoption of a Traffic Concurrency Amendment at the discretion of the Village and sanitary sewer which will be addressed by the Village's actions to lift the Moratorium, meet minimum levels of service required under the Comprehensive Plan for those facilities under the Village's control. In the event the Village adopts a Traffic Concurrency Amendment, the Village shall consider the Project as having met minimum levels of service for transportation required under the Comprehensive Plan. Upon the lifting of the Moratorium, the Village shall consider the Project as having met minimum levels of service

required for sanitary sewer under the Comprehensive Plan. Notwithstanding the Village's concurrency determination, nothing herein shall relieve the Developer from the obligation to make solid waste, water, wastewater or stormwater infrastructure improvements deemed necessary by the Village to ensure adequate service is available to the Project without degrading service to other users of the system. In the event Developer is required by the Village to make solid waste, water, wastewater or stormwater infrastructure improvements that exceed what is required solely to serve the Project, Developer shall receive an impact fee credit for the difference between what Developer is required to install and what Developer would have installed if the infrastructure was solely serving the Project.

c. The Village expressly acknowledges the Site Plan approved by the Village Commission satisfies all Village site plan requirements for a special area plan, including but not limited to those set forth in Sections 15.1, 5.8 and Chapter 5 Division 2 of the ULDC (2022), if applicable.

d. The Village expressly acknowledges that the uses proposed for the Project are consistent with the uses permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

e. Subject to the Developer executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, the Village expressly acknowledges and agrees, that the Developer may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the Property, provided that such reassignment does not create a non-conforming lot, and further agrees that said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Developer shall not be required to re-plat the Property. Developer understands that the Village cannot bind Miami-Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.

f. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

g. The Village expressly acknowledges that hotel units may include kitchenettes as permitted by the existing Land Development Regulations and are consistent with the Village's adopted Comprehensive Plan.

h. The Developer agrees that no more than fifty percent (50%) of the constructed residential units may be rented or leased for periods of less than 30 days or one calendar month provided: (i) they are registered with the Village in compliance with the Village Code, and (ii) located only north of 79th Street Causeway. Developer agrees not to lease residential units south of 79th Street Causeway for periods of less than 30 days or one calendar month.

i. The Village expressly acknowledges that the Developer may construct structured

parking of more than five (5) stories within the maximum permitted pedestal height of 100 feet provided that such structured parking is cladded with habitable space of a minimum depth of twenty (20) feet, a green wall, or artistic screening acceptable to the Village Manager, and that the construction of structured parking of five (5) stories or more is permitted by the existing Land Development Regulations as modified by the Project Approval and is consistent with the Village's adopted Comprehensive Plan.

j. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, ULDC, federal, state and county laws or ordinances or the expansion of the Property. To the extent the area subject to the Special Area Plan is contracted, the Project's aggregate density and intensity will be decreased at a ratio of 150 dwelling units per acre and 13.0 floor lot ratio, respectively, together with all other applicable development capacity formulas.

7. Conditions of Approval.

   a. Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, will be submitted for each structure as required by Section 5.2 of the ULDC (2022) and Section A.1.H of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 of the ULDC (2022); however, the requirements of Sections 5.6 and 5.8 of the ULDC (2022), if applicable, shall be determined to have been met as a result of the Project Approval referenced in this Agreement.

   b. All Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022), approved.

   c. Prior to the first building permit for any portion of the Property, the Developer shall have designated at least seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses. The Village acknowledges and agrees that the area of the Island Walk not required by Section 8.17 of the ULDC (2022), specifically any portion of the Island Walk located landward of the 18-foot Island Walk easement described in Paragraph 9 below; any portion of the Island Walk located on Miami-Dade Property Tax Folio Nos. 23-3209-000-0200 (Channel 7) and 23-3209-000-0161 (Grove By the Bay), located at 1401 Kennedy Causeway and 1400 79th Street Causeway, respectively; and the portion of view corridors accessible to the general public during daylight hours (including, but not limited to those portions of pedestrian walkways, pedestrian bridges and observation decks that are on the Property) shall be included in the measurement of the required Civic Space. From time to time, Developer may change the locations of the areas that are designated as civic space provided that at no time the designated civic space is less than seven and a half percent (7.5%) of the Project's aggregated lot area. In no way shall the preceding be interpreted to amend Developer's

obligations regarding the Island Walk as described in this Agreement. Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant as defined in the Site Plan within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department. In addition, a fenced and landscaped dog park of at least 5,000 square feet shall be constructed on a portion of the Property south of 79th Street Causeway within five (5) years of the Effective Date. Said dog park shall be included in the measurement of the required Civic Space.

d. The Village expressly acknowledges that the Developer has received a residential density bonus pursuant to Section 15.2.H of the ULDC (2022) and the Developer acknowledges that consideration for said residential density bonus is the obligation to allocate at least six percent (6%) of all residential units for workforce housing required by Section 15.2.H.4.a of the ULDC (2022) and Paragraph 12 of this Agreement. Paragraph 21 of this Agreement shall be the equivalent of the Workforce Housing Density Bonus Agreement and the Village has determined that said paragraph meets the requirements of Section 15.2.H of the ULDC (2022). At all times a minimum of 6% of the total units available shall be set aside for Workforce Housing. Developer shall determine the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more workforce housing units.

e. Public facilities.

    i. Right of Way Improvements for 79th Street Causeway. Developer shall, in conjunction with the work allowed under each SAP Permit, obtain a permit to work in the state right-of-way from the Florida Department of Transportation (FDOT) and shall restore all disturbed portions of the right-of-way of the north and south sides of 79th Street Causeway abutting the portion of the Project covered by an SAP Permit, to the right-of-way restoration requirements approved by FDOT for 79th Street Causeway at the time of right-of-way restoration. Developer shall use best efforts to ensure that the construction of major infrastructure within any rights-of-way that are needed to serve the entire Project, such as water and sewer mains and laying of conduit for fiber optic, electrical, and any other lines ("Developer's Infrastructure"), shall occur within the same major infrastructure construction period in order to minimize disruption to pedestrian and vehicular traffic. In the event the Village and/or FDOT makes major infrastructure improvements to the 79th Street Causeway, Developer shall use best efforts to ensure that the construction of Developer's Infrastructure occurs while the Village and/or FDOT is making such major infrastructure improvements.

ii. Causeway. Subject to Paragraph 4.g, within ninety (90) days of the Effective Date of this Agreement, Developer shall pay to the Village the sum of $400,000 as a contribution to enhance landscaping, beautification initiatives, and/or the design and construction of new public bus shelters on or near 79th Street Causeway.

iii. A description of public facilities that will service the Project is attached as Exhibit E.

f. Employee Parking Plan. Developer will submit a conceptual employee parking plan, satisfactory to the Village Manager, to limit spillover parking impacts on residential streets, prior to issuance of a Temporary Certificate of Occupancy for any new non-residential building.

g. Public Use and Events. After the Project has received its final certificate of occupancy, the Developer shall host, within a portion of the public spaces of the Project, events open to the general public at least four times per year. During Project development and after the construction of the temporary fire station, the Developer and Village will meet annually to review opportunities for activation of the "Crab House Property" (folio no. 23-3209-000-0020) provided that said activation (i) does not conflict with construction activities, including but not limited to staging and parking, (ii) ensures life safety in and around active construction sites, and (iii) avoids adverse impacts to the operation of the temporary fire station described in Paragraph 11.j.

h. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

i. Community Information. Developer shall maintain a website for the Project providing sufficient detail about the Project status to inform Village residents. The website shall provide information regarding the Project Approval, Special Area Plan Permit applications and approvals, building permit approvals, timing and extent of anticipated right-of-way closures, anticipated utility service interruptions (if any), anticipated openings of the Project, and scheduled public events occurring within the Project, where practicable. The website shall be updated on a quarterly basis.

j. Operating Standards. Upon Partial Stabilization, the following operating standards shall apply to all new construction. The Village and Developer agree that market conditions may change over time and the Village agrees that Developer may request the Village modify the following operating standards to reflect the then current market conditions, as demonstrated by Developer by competent market data showing that market conditions make compliance with the operating standards commercially unreasonable, and that the Village will not unreasonably deny such request supported by such evidence.

i. Hotel component.

1. Within one (1) year after issuance of the final Certificate of Occupancy or within two (2) years after issuance of a temporary Certificate of Occupancy for the hotel component of the Project, whichever occurs first, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated so that it meets the sufficient number of the standards required to qualify for at least a four-diamond rating from the American Automobile Association ("AAA"); or, if the AAA's rating system or the AAA does not exist in substantially the same manner as it did on the Effective Date of this Agreement, then the most analogous system shall be used. The Village Manager may grant extensions of time for compliance with the above requirement.
2. Thereafter, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated at a level eligible to be rated by AAA as a four-diamond hotel or its equivalent throughout the term of this Agreement.
3. The hotel may provide banquet and meeting spaces to meet the needs for large banquets, conferences, and other events.
4. The hotel may have a spa that is operated at the same standard of quality as the hotel.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the hotel uses high-quality materials on its exterior and interior, in keeping with the standards required for hotels having a four-diamond rating by AA or its equivalent.

ii. Retail Component

1. The Developer shall use good faith, commercially reasonable efforts to develop the retail portions of the Project as a first class retail destination consistent with this Agreement and the Project Approval, and shall be kept in good order, condition, repair, and maintenance, with reasonable wear and tear excepted.
2. The Developer shall provide private security for the Project.
3. The Developer shall use good faith, commercially reasonable efforts to cause at least 75% of the gross leasable area of the retail space to be leased to tenants under executed leases within one (1) year after issuance of the last temporary Certificate of Occupancy for the retail component. The Developer shall use good faith, commercially reasonable efforts to maintain executed leases with tenants for a minimum of 75% of the gross leasable area of the retail space.
4. The Developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the Project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider

North Bay Village as a destination for dining, shopping, and entertainment activity are of importance to the Village as part of its vision for this Project.

5. The Developer shall use good faith, commercially reasonable efforts to ensure that the retail component should include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, and other high appeal commerce.
6. The Developer shall use good faith, commercially reasonable efforts to ensure that all of the retailers will operate in compliance with design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature professional creative signage within guidelines of the Project design criteria to assure compatibility with the Village requirements, the Project Approval, this Agreement, and the Project's overall architecture.

iii. Restaurant Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the restaurants will be a mix that includes but is not limited to fine dining, family/casual full table service restaurants, quick service restaurants, and grab and go restaurants.
2. Restaurant service at some or all of its restaurants will be provided to the general public during the same or greater hours as the retail stores provided however that restaurants shall be permitted to close periodically for special events or private parties.
3. All restaurants will maintain a high standard of appearance, cleanliness, quality and service.
4. All restaurants will feature professional signage compatible with the Project Approval, this Agreement, and applicable Village standards.

iv. Office Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component is Class A office space.
2. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component shall be designed and advertised as no less than Class A office space, and shall be operated and maintained as such.
3. The Developer shall use good faith, commercially reasonable efforts to ensure that the interior and exterior of the office component shall have high quality finishes that shall be maintained and may be periodically updated to maintain positions as no less than Class A office space.
4. The Village and Developer agree that for purposes of this

Agreement, Class A office space shall be determined by comparing commercial leased office space in the market area generally comprised of the neighborhoods of Bal Harbour, Bay Harbor Islands, Keystone Point, Sans Souci, North Beach and Miami Shores and more specifically defined as that area bounded on the north by 125th Street/Broad Causeway, on the east by the Atlantic Ocean, on the south by NW/NE 54th Street, and on the west by I-95.

k. Employment.

   i. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

   ii. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

l. Architectural Quality. Within the Sunbeam NBV SAP all buildings shall respond to the existing urban context and natural features of Biscayne Bay. The building facades at street level shall recognize the pedestrian experience and at the upper levels take advantage of the opportunities for long views. All buildings shall have articulated building facades of high-quality finishes and construction. Use of architectural style, details and color should be distinctive from the surrounding area. For the development of buildings above thirty (30) stories in height, the buildings shall be "iconic" of exceptional architectural merit.

m. Concept Plan. Developer shall develop the Property in substantial compliance with the concept plan displayed by Developer at the presentation before the Village Commission on October 11, 2022, attached hereto as Exhibit "G."

n. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking to occur after ten (10) years from the Effective Date:

   i. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

   ii. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross

receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five-percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees.

o. Enhanced Stormwater Retention. Prior to the issuance of the first building permit, Developer and Village shall cooperate to determine mutually acceptable stormwater retention engineering standards that exceed current requirements in order to protect properties adjacent to the Property, including rights-of-way, from the potential stormwater run-off from the Property. Developer shall design and construct the improvements of the Project subject to the enhanced standards.

8. Local Development Permits. The Village may need to administratively approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Review and approvals shall be made administratively and in accordance with the provisions of Section 166.033, Florida Statutes (2022), provided the request for approval or application is consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

   a. Water, sewer, paving and drainage, and other infrastructure permits;

   b. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants, if applicable;

   c. Building permits;

   d. SAP Permits

   e. Site Plan Modification Permits;

   f. Certificates of occupancy.

Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any

such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, in order to enable the Developer to address the requirements of other jurisdictions. Under no circumstances will the Village be required to return any monies paid by Developer that have been encumbered or spent. In the event that material modifications required to meet the requirements of other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

9. Island Walk. The Developer shall grant a non-exclusive minimum eighteen foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement (a form of which is attached as Exhibit D) shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours ("Permitted Times") which will expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, and further subject always however, to the following continuing conditions and limitations:

   (a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

   (b) The Developer shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

   (c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution.

   (d) The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose;

   (e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

   (f) Developer may reasonably limit use or preclude use of the general members

of the public on the Island Walk for Special Functions;

(g) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Developer shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner.

(k) Developer shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with the Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation.

(l) Developer may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity.

(m) Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department.

The Island Walk shall be constructed and maintained at the Developer's, or valid successor entity's, sole cost. To the extent permitted by Florida Law, Developer or a successor entity shall either (1) execute an indemnification agreement holding the Village harmless from claims of parties raised in connection with the Island Walk, in a form reasonably acceptable to the Village Attorney; or (2) obtain and keep current appropriate insurance policies that name the Village as an additional insured under terms reasonably acceptable to the Village's risk manager. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "H" and shall be lit at night.

10. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this

Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval and this Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of this Agreement which are applicable and preclude Developer's compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of this Agreement by Developer.

11. Impact Fees, Payment in Lieu Thereof.

    a. The impact fees imposed by the Village that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2022).

    b. It is agreed and understood by the parties that no other impact fees imposed by the Village other than those listed in Exhibit "C" will apply to the development of the Project.

    c. The Village shall waive all impact fees associated with the development of any workforce housing units.

    d. Payment in Lieu of Impact Fees and Waiver. Subject to Paragraph 4.g, within thirty (30) days of the Village confirming in writing that there is sufficient capacity to serve the Property at the total number of units and floor area set forth in Paragraphs 6a.1 and 6.a.2 of this Agreement, Developer shall pay to the Village the sum of $6,880,000.00 as a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) in the following manner; the first $1,000,000 shall be applied generally against parks and recreation impact fees (park open space and park improvement impact fees in equal shares); and thereafter second, police impact fees; third, remaining park open space impact fees; fourth, remaining park improvement impact fees; fifth, water impact fees; and sixth, wastewater impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 11.d that may be applied against impact fees due for any development until such time as the

balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 11.d.

e. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the development of the Project during the Term or any extension of the Term. In the event that the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801(4)(e) Florida Statutes (2022), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer.

h. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. To the extent allowed under the Village Code, the Developer shall be entitled to impact fee credits for any and all work performed by or donations, including land dedication, site planning and design, or construction, made by the Developer after the Effective Date of this Agreement for which impact fee credits can be awarded.

i. Special Fire Service Contribution. To assist the Village with funding construction of a new Miami-Dade County Fire Station No. 27 within the municipal boundaries of the Village, the Developer shall contribute One Million Three Hundred and Seventy-Five Thousand Dollars ($1,375,000.00) to the Village within 90 days of the Effective Date of this Agreement. The contribution shall be credited against building permit fees or contributions in lieu of building permit fees as described in Paragraph 13.

j. Temporary Fire Services Location. Developer has offered, subject to the execution of a lease between the Developer and Miami-Dade County, the portion of its Property located at 1551 79th Street Causeway for a temporary fire and emergency medical services location for a period of four (4) years from the Effective Date of this Agreement.

12. Density and Community Contribution Fees ("CCF").

a. The maximum density allowed on the Property shall consist of the following components:

Type	Density	Units	CCF per unit(1)	Total CCF

Base	70 dua	903	None	$0
Tier 1	71-120 dua	645	$5,000	$3,225,000
Tier 2	121-142 dua	285	$10,000	$2,850,000
Voluntary Contribution (2)	143-150 dua	103	$40,000	$4,120,000
Total	150 dua	1,936		$10,195,000

(1) The CCF that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Section 15.2.H.4.a of the ULDC (2022) and detailed in Exhibit "D". The CCF described above represents a reduction of CCF in accordance with Resolution No. 2021-10.

(2) CCF fees have been calculated based on a density of 142 units per acre. In lieu of the CCF due for the 103 dwelling units that result from an increase in density from 142 to 150 units per acre, the Developer has agreed to contribute $4,120,000.0 as set forth in Paragraph 12.b.

The Village shall review the Comprehensive Plan and Land Development Regulations, and if necessary, may consider any amendments necessary to effectuate the terms of this Paragraph 12.

b. Subject to Paragraph 4.g, Developer shall pay to the Village the sum of $4,120,000, in lieu of the CCF that would be due for 103 dwelling units resulting from the increase from 142 dwelling units per acre to 150 dwelling units per acre.

c. Within 90 days of the Effective Date of this Agreement, Developer shall pay the Village the sum of $1,518,750 representing 25% of the total CCF due for Tier 1 and Tier 2, which payment shall extend the Project Approval through the Term or any extension of the Term of this Agreement subject to compliance with all terms of the Project Approval and this Agreement. Thereafter, prior to obtaining each building permit for base, Tier 1, or Tier 2 residential dwelling units, Developer shall pay the remaining CCF of $2,485.68 per residential dwelling unit (the "Per Unit Fee") to be constructed under such building permit, said amount representing 75% of the CCF due for Tier 1 and Tier 2 on a per unit basis (75% of total CCF for Tier 1 and Tier 2 up to 142 units per acre divided by 1,833 units).

d. If additional property is added to the Project Approval subsequent to its initial adoption, any additional units sought through bonus density shall not be subject to the reductions set forth in Resolution No. 2021-10.

e. It is agreed and understood by the parties that no community contribution fees other than those described in this Paragraph 12 will apply to the development of the Project.

f. No new community contribution fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the Project during the Term (and any extension to the Term).

13. Alternative Plans Review and Inspections. The Village acknowledges that it is the intent of the Developer to contract with a private provider to provide building code inspection services with regard to this Project and will make payment directly to the private provider for the provision of such services as permitted by Section 553.791, Florida Statutes

(2022). As a result of the use of a private provider, the Village shall reduce the permit fee by the amount of the actual cost savings realized by the Village for any services not performed. Private providers shall provide timely reports of plan review and inspections to the Village. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

14. Marina. Subject to the Village and Developer entering into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property ("Marina Agreement"), the Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain a marina on submerged lands adjacent to the Property for the benefit of the general public and the Project and the Village shall actively assist the Developer in seeking approvals for a marina on state submerged lands adjacent to the Property. Upon execution of a Marina Agreement acceptable to the Village, the Village confirms its desire for the Developer to take any and all actions necessary to attain submerged land rights and permits for a marina adjacent to the Property and to incorporate the marina into the Project and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the marina and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village shall withhold permits for marina facilities until such time as the Village and Developer enter into a Marina Agreement. Developer may partner with any other governmental or institutional agency other than the Village provided the Village and Developer have executed a Marina Agreement. Developer may partner with any entity or governmental or institutional agency prior to execution of a Marina Agreement subject to Village approval, which shall not be unreasonably withheld. The Village agrees that Developer may partner with any of the following entities without Village approval: educational institutions such as the University of Miami, Florida International University, Nova Southeastern University and Florida Atlantic University; Waterkeepers; Friends of the Everglades; any reputable water taxi company. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

15. Ferry. The Village acknowledges that it is the intent of the Developer to seek an operator for a ferry to provide multi-modal transportation to and from the Property for benefit of

the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to attract an operator for a ferry and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for any ferry stop(s) and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

16. Overwater Pedestrian Walkways. The Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain overwater pedestrian walkways for benefit of the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to build and operate overwater pedestrian walkways and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the overwater pedestrian walkways and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

17. Pedestrian Bridges. The Village acknowledges that it is the intent of the Developer to construct one or more pedestrian bridges across Kennedy Causeway to provide multi-modal transportation to and from the Property for benefit of the general public and the Project. If the Village Commission confirms its desire for the Developer to take any and all actions, to develop one or more pedestrian bridges across 79th Street Causeway, and the Developer commits to (a) developing any such overpass with a notable, iconic design agreed upon by Village and Developer, and (b) opening such overpass for the use of the general public subject to reasonable rules and regulations, the Village agrees to assist Developer in obtaining approvals for the pedestrian overpass, including being the applicant and applying for county, state or federal grants, necessary to construct one or more pedestrian bridges across Kennedy Causeway and the Village will use reasonable efforts to assist the Developer in this program, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The

Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

18. Shoreline Development approval. The Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida. The Village shall provide written support of the Developer's application to the Shoreline Development Review Committee of Miami-Dade County, Florida.

19. Financing of Improvements and Bond Requirements.

    a. Financing. With respect to the Project improvements which provide a public benefit, specifically those contemplated in Paragraphs 6.a.4, 7.c, 9, 14, 15, 16, 17 and 20 of this Agreement, the Village shall assist the Developer in funding portions of, where practicable in the Village's sole discretion: (1) the creation of a Community Development District or other Governmental Entity; (2) the use of conduit-financing; (3) the use of impact fees and/or community contribution fees generated from this Project or other projects in the Village to the extent specific improvements can be funded by the specific impact fees or community contribution fees; and, (4) application for grants, subject to the Developer's reimbursement of documented expenses incurred by the Village to obtain any such grants.

    b. Bond for Public Facilities. Before the Developer commences public infrastructure or right-of-way improvements, (i) the Developer shall execute, deliver to the Village and record in the public records of Miami-Dade County, a separate payment and performance bond for one hundred ten percent (110%) of the total cost of the improvements made at the time, which bonds shall be in compliance with the terms of Section 255.05, Florida Statutes naming the Village as a beneficiary thereof, as obligee; or (ii) in lieu of such bond, the Developer shall file with the Village an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of Chapter 625, Florida Statutes.

    c. Sea Wall Grant. The Village and Developer shall cooperate to apply grant funding, of up to $3,000,000 that the Village may be eligible for, towards the costs to design and construct improvements to the sea wall abutting the portion of the Property on the north side of 79th Street Causeway to improve resiliency and sustainability (the "Sea Wall Improvements"), so long as applying the grant funding to the Property does not result in an increase in financial costs or significant delays to the Developer's construction of the Sea Wall Improvements or results in the transfer of property rights from the Developer. The sea wall

grant funding is envisioned as a reimbursement of design and construction costs expended to construct the Sea Wall Improvements. Within three (3) days from the Effective Date, the Village shall provide Developer with an estimate of costs and time, and Developer agrees to respond to Village within three days after receiving the estimate to advise the Village whether it considers the costs and timing acceptable. If Developer finds the costs and timing acceptable, the Village and Developer will negotiate further agreements, protocols, or procedures as necessary to effectuate the intent of this Paragraph 19.c. If the Developer finds the costs and timing unacceptable, this Paragraph 19.c will cease to be of any force or effect and neither party shall be bound by its terms. The Village acknowledges that Developer's finding shall be made in Developer's sole discretion and shall not be argued to be bad faith.

20. Community Development District. Pursuant to Chapter 190 Florida Statutes (2022), Developer, at its sole cost and expense, desires to create and Village concurs in the creation of a Community Development District ("CDD"), to be comprised only of owners within the Project boundaries, for the purpose of, without limitation of any rights allowable under Florida Statutes, (i) creating a long term mechanism to ensure the proper operation and maintenance of certain infrastructure and improvements benefitting the Project, (ii) enforcement of non-compliance of maintenance or insurance standards for such improvements, and (iii) financing and managing infrastructure related to and for the benefit of the Project, including but not limited to water and sewer improvements, garages, civic spaces, landscaping and common areas. Among other things, the CDD will develop and publish maintenance standards that shall be imposed on all property owners within the Project. The Village further agrees that it is appropriate to grant the CDD that may hereafter be established with respect to the Project, the right to exercise the powers granted to it by Chapter 190, Florida Statutes (2022), to undertake its own district infrastructure projects inside and outside of its respective boundaries. Developer shall submit a petition to the Village to establish the CDD within two (2) years of the Effective Date of this Agreement. Developer shall establish a Board to control and manage the CDD. Developer understands that to the extent allowed by law, any portion of the Property that becomes public property or otherwise becomes tax exempt shall be exempt from taxes, assessments, user fees, or any other charges imposed by the CDD.

21. Workforce Housing Density Bonus. This paragraph shall meet the requirements of Section 15.2.H of the ULDC (2022).

    a. Definitions supplemental to Paragraph 12 of this Agreement:

        i. "Area Median Income" means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

ii. "Certificate of Qualification" means a certificate approved by the Village or its designee and used by the Developer to establish a Qualified Household's eligibility to purchase or rent a WHU.

iii. "Control Period" means a 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

iv. "Covered Development" means the WHUs that shall be developed on the Property.

v. "County" means Miami-Dade County.

vi. "Eligible Household" means a household whose total income is between 80% and 140% of Area Median Income.

vii. "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or order and who will use the WHU as their primary residence.

viii. "Household" means any natural person who occupies a WHU as their primary residence.

ix. "Market Rate Dwelling Units" means all additional dwelling units in a development that are not WHUs as defined herein.

x. "Qualified Household" means an eligible household that has received a certificate of qualification from the Developer, as verified by the Village.

xi. "WHU" means a workforce housing unit.

b. At all times, a minimum of 6% of all multi-family residential units located within the Project shall be WHUs, except as provided below:

i. Within 36 months of Developer obtaining required approvals by all governmental entities with jurisdiction and issuance of a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, the minimum number of WHUs provided by the Developer shall be increased to 10% of all multi-family residential units located within the Project, provided that:

1. all WHUs above 6% of all multi-family residential units located within the Project, may be offsite, on property located in North Bay Village that is zoned for multi-family occupancy;
2. all offsite WHUs shall be new construction owned and operated by the Developer;
3. all WHUs above 5% of all multi-family residential units located within the Project may be constructed as studio or one-bedroom apartments with a minimum of 500 square feet of tenancy; and
4. all WHUs above 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

c. An annual inventory of WHUs shall be provided to the Village. A minimum of 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 80% and 100% Area Median Income with the balance of the WHUs to be made available for Eligible Households with total income between 100% and 140% Area Median Income.

d. Developer shall determine in its sole discretion the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more WHUs.

e. In each building in which WHUs are being built, the WHUs shall be built simultaneously with or prior to the non-WHUs.

f. WHUs shall proportionally contain the same number of bedrooms and quality of construction as non-WHUs in the building in which the WHUs are located.

g. The interior building materials and finishes of the WHUs shall be substantially the same type and quality as the non-WHUs in the building in which the WHUs are located.

h. WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

i. The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Developer or their designee, shall be transmitted to the Village for a verification of eligibility by the Village Manager or designee. Upon determination of eligibility by the Developer, the Developer shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household's file and provide a copy of the same to the Village. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household's file along with the Certificate of Qualification.

j. A Certificates of Qualification shall be valid for 12 months. The Village hereby authorizes the Developer to issue Certificates of Qualification for execution by a prospective or current Eligible Household, subject to verification by the Village Manager or designee.

k. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly rent limit as determined and published by U.S. Department of Housing and Urban Development for Miami-Dade County.

l. Developer shall comply with all monitoring requirements established by the Village. The Village may conduct, upon 48-hours' notice to the Developer, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent.

m. Developer shall, on an annual basis, furnish the Village with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Developer shall permit Village representatives to conduct on-site inspection of the Covered Development, upon 48-hours' notice, to review tenant files for income verification.

n. On or before January 1 of each year, Developer shall provide an annual report to the Village, demonstrating that all of the occupied WHUs are being leased to Eligible Households and shall execute and submit a sworn statement attesting to the veracity and accuracy of the annual report.

o. Developer is permitted to sell the Property at all times, and the Developer hereby agrees that the WHU and rental restriction requirement outlined herein shall run with the land and continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period. Any deed for the transfer of one or more WHUs shall expressly state on its face that the unit(s) is/are restricted by this Paragraph 21 of this Development Agreement. The restrictions of this paragraph shall not be made subordinate to the interest of any mortgagee, lender, or lienor, and any interest in WHUs on the Property taken by such mortgagee, lender, or lienor shall be subject to the restrictions and requirements herein.

p. If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of a mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Developer shall enter into a new covenant in favor of the Village for a "for sale" project in accordance with the current restrictions for such units as established by the Village and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Developer is required to

provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes (2022), a right of first refusal to purchase the WHU. Such covenant shall also grant to the Village, among other things, the Village's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six months from the first date Developer or its successors or assigns offers the WHU for sale. In the event Qualified Households or the Village do not exercise their right of first refusal option, the Developer shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

q. The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the Village shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Developer, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

r. Developer shall provide the Village with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Developer's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. As part of this notice, the Developer and its agents or representatives shall also provide the Village with the contact information for the Developer and its agents and representatives.

s. Developer shall not discriminate against any person in the exercise of its obligations under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Developer from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations. Additionally, to the extent permissible by law, the Developer shall not be precluded from providing preference to lease to Eligible Households where one or more members of the Eligible Household is employed in a business located in the Project, or to Qualified Households with at least one household member that meets the eligibility criteria of the Florida Hometown Heroes Loan Program set forth in Exhibit "F."

t. Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the Village, and inspections made and approval of

occupancy given by the Village, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

22. Reservation of Development Rights. For the Term (and any extension to the Term), the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term (and any extension to the Term) of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to law and as affirmed by Paragraph 11 of this Agreement.

    The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights of the Developer, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

23. Security During Construction. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the Effective Date of this Agreement, for vacant development parcels. Developer shall provide for pest control, fencing, properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village regulations. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

24. Phasing and Timing. Within twelve (12) months of the Effective Date of this Agreement Developer shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Developer's submission of the timetable only represents the Developer's intended timetable and phasing plan and may be amended from time-to-time by the Developer in the Developer's sole discretion. The Developer shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Developer commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.

25. Public Art.

a. Developer will include, or cause to be included, the concrete pedestal in the canal west of the Project in the installation of art within the Project's Open Space, provided the Village and all other governmental entities having jurisdiction grant the necessary approvals, including any easement or license for the use of the concrete pedestal. Developer shall develop a concept for the concrete pedestal within two (2) years (subject to approval of the Village Manager, which shall not be unreasonably withheld), obtain construction, Coast Guard, Army Corps of Engineers and environmental permits within five (5) years (if required), and construct the concrete pedestal improvements in seven (7) years. In the event that such approval, easement and/or licenses cannot be obtained, it shall not be deemed a default of this Agreement.

b. On or before any Certificate of Occupancy for the 1,000th dwelling unit, the Developer shall provide, or shall cause to be provided, and thereafter maintain, a public art component, consisting of multiple art pieces with a total value of at least one million dollars ($1,000,000.00) at time of installation, within the publicly accessible areas of the Project such as, without limitation, the Island Walk, the view corridors, or any other civic spaces and concrete pedestal described in Paragraph 25.a above.

26. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

27. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to (a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. However, this waiver shall not be applicable to any matter relating to the Developer's rights in the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable Florida statutory and common law. This waiver shall survive the termination or expiration of this Agreement.

28. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Ralph Rosado
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: James Bry
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

With a copy to: CFO
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

John Shubin
Shubin & Bass PA
525 Okeechobee Blvd. Suite 1680
West Palm Beach, FL 33401

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this paragraph shall survive the termination or expiration of this Agreement.

29. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

31. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

32. Default and Remedies.

    a. Default and Cure. Upon the Village's written notice of any alleged default in Developer's obligations under any section in this Agreement, the Developer shall have no less than thirty (30) days to cure such alleged default. The Developer may request the Village Manager to approve a longer period of time, not to exceed a total cure period of 150 days, to cure such alleged default, where the Village Manager determines that curing such default is impractical or commercially unreasonable within a lesser time frame. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option and subject to the Developer's right to request review and initiate the dispute resolution process, result in termination of this Agreement, which termination is subject to any applicable legal or equitable remedies. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to cure such alleged default.

    b. Request for Review. In the event of an alleged default of the Developer, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

    c. Dispute Resolution.

        i. Initial Meeting. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

        ii. Neutral. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Developer or the Village and who is experienced and knowledgeable in the management and operation of commercial real estate development (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "AAA") to select the Neutral or may require both parties to submit to any procedures of the AAA to select the Neutral, including without limitation the selection of the AAA as the Neutral.

d. Mediation. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the dispute resolution shall be deemed final for purposes of this Agreement, and the Developer or the Village may institute litigation or otherwise proceed as permitted by law.

e. Interim Relief. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

f. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided the notice, cure, and mediation procedures of this Paragraph 32 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes. The parties expressly acknowledge and agree that either party will have the right to enforce the other party's obligations under this Agreement through an injunction, along with other legal and equitable rights and remedies as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes.

g. While the parties are engaged in the dispute resolution process identified herein, the Village shall continue to process and administer permits, including but not limited to those covered by Paragraph 8 of this Agreement sought by Developer unless: (1) the alleged defaults are material and not *de minimis* violations of this Agreement; and (2) it maintains based on competent evidence that the processing and issuance of the permits would create a legitimate public safety concern that requires immediate suspension of the permit activity or otherwise frustrate the intent of a material provision of this Agreement. Alternatively, the Village may seek court relief to withhold the processing and issuance of the permits at issue.

33. Cancellation and Enforcement. Subject to the procedures of Paragraph 32, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both, as may be permitted by law. The provisions of this paragraph shall survive the termination of this Agreement.

    In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the North Bay Village Comprehensive Plan, and fourth, the ULDC (2022). As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks, or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay.

37. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

Witness #1 Print Name: Leo Cosio

Witness #2 Print Name: Julia Leonardi

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 13 day of March, 2023.

Attest:

By: _____
Alba Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13 day of March, 2023, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

DEVELOPER:

In the presence of:

Witness #1 Print Name: DIANA DUQUE

Witness #2 Print Name: YISSEL CRESPO

Sunbeam Television Corp., a Florida Corporation:

Print Name: Andrew L. Amsin
Title: CEO
Dated this 29th day of January, 2023.

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2023, by ANDREW L. AMSIN as CEO of **Sunbeam Television Corp.**, a Florida corporation, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public State of Florida
Clara R. Pink
My Commission GG 959762
Expires 02/18/2024

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

In the presence of:

Witness #1 Print Name: DIANA DUQUE

Witness #2 Print Name: YISSEL CRESPO

Sunbeam 1601 79th Street, LLC, a Florida Limited Liability Company:

Print Name: Andrew L. Amsin
Title: managing partner
Dated this 29th day of January, 2023.

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐

online notarization, this 29th day of January, 2023, by ANDREW L. ANSIN, as MANAGING PARTNER of **Sunbeam 1601 79th Street, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced __as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

Notary Public State of Florida
Clara R. Pink
My Commission GG 959762
Expires 02/18/2024

In the presence of:

Witness #1 Print Name: DIANA DUQUE

Witness #2 Print Name: Yissel Crespo

Sunbeam Properties, Inc., a Florida Corporation:

Print Name: Andrew L. Ansin
Title: CEO
Dated this 29th day of January, 2023.

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2023, by ANDREW L. ANSIN, as CEO of **Sunbeam Properties, Inc**, a Florida corporation, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

Notary Public State of Florida
Clara R. Pink
My Commission GG 959762
Expires 02/18/2024

In the presence of:

1600-1624 79th ST, LLC, a Florida Limited Liability Company:

Witness #1 Print Name: DIANA DUQUE

Print Name: Andrew L. Ansin
Title: managing partner
Dated this 29th day of January, 2023.

Witness #2 Print Name: Yissel Crespo

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of January, 2023, by ANDREW L. ANSIN, as MANAGING PARTNER of **1600-1624 79th ST, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

Notary Public State of Florida
Clara R. Pink
My Commission GG 959762
Expires 02/18/2024

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

Sunbeam SAP Legal Descriptions

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1960 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'00" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY M.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 24, ALL OF LOTS 25, 26, 27 AND 28 INCLUSIVE AND THE WEST 33.25 FEET OF LOT 29, BLOCK 1, COMMERCIAL ADDITION TO TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2614.79 FEET, AN ARC DISTANCE OF 21.73 FEET THROUGH AN ANGLE OF 00°28'33" TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'39" (DEED), 89°41'28" (FIELD), AN ARC DISTANCE OF 39.10 FEET THROUGH AN ANGLE OF 44°48'02" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 2°28'33" AND A RADIUS OF 2614.79 FEET, AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID 50 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 44°48'02", AN ARC DISTANCE OF 39.10 FEET TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

EXHIBIT "B-1"

ORDINANCE NO. 2022-011

ORDINANCE NO. 2022-011

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE (ULDC), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, WITH ADDRESSES AND BOUNDARIES, AS DESCRIBED IN EXHIBITS "A" AND "B," ATTACHED HERETO AND INCORPORATED HEREIN, COMPRISING APPROXIMATELY 12.912 ACRES (562,446.7 SQUARE FEET) FROM "T6-24" AND "T6-30" TRANSECT TO "SUNBEAM NBV SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting

acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St., LLC, (collectively, "Sunbeam") are the owners of approximately 12.912 acres of real property (the "Property," consisting of 10 parcels) which are legally described in the attached Exhibit A and depicted in the attached Exhibit B and for the purposes of Property development shall be treated as one contiguous parcel; and

WHEREAS, Sunbeam has applied for:

1) a rezoning of the Property from "T6-24" and "T6-30" Transect Zones to "Sunbeam NBV Special Area Plan";

2) adoption of a corresponding ULDC text amendment in the form of Appendix A to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit C ("Appendix A to Chapter 15 Sunbeam NBV Special Area Plan"); and

3) approval of a proposed project site plan ("Sunbeam NBV SAP Site Plan") and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" and "T6-30" Transect Zones to "Sunbeam NBV Special Area Plan" and the proposed Appendix A (also known as the "Sunbeam NBV SAP"), and determined that the rezoning and proposed Appendix A to Chapter 15 satisfy the conditions of Sections 4.2

and 4.17 of Chapter 4 and Section 15.2.G 4.17 of the Village Code, and recommends approval of the rezoning and the proposed Appendix A to Chapter 15 with conditions; and

WHEREAS, on August 17, 2022, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval with modifications; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on October 11, 2022; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits A and B, attached hereto and incorporated herein, comprising approximately 12.912 acres (562,446.7 sq. ft.) from "T6-24" and "T6-30" Transect Zones to "Sunbeam NBV Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit B, which is incorporated herein and made a part hereof by this reference, to provide for an Appendix A to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix A to Chapter 15" or the "Sunbeam NBV Special Area Plan," which shall apply to the Property zoned "Sunbeam NBV Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix A, which is attached hereto as Exhibit C, and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 30th day of August, 2022.

PASSED AND ADOPTED on second reading on the 11th day of October, 2022.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, P.L.

Village Attorney

First Reading:
Moved By: Commissioner Rachel Streitfeld
Seconded By: Vice Mayor Marvin Wilmoth

Second Reading:
Moved By: Commissioner Rachel Streitfeld
Seconded By: Vice Mayor Marvin Wilmoth

Vote on Final Adoption:

Mayor Brent Latham	No
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	Yes
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	No

Exhibit A

Sunbeam SAP Legal Descriptions

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1960 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'00" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY M.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 24, ALL OF LOTS 25, 26, 27 AND 28 INCLUSIVE, AND THE WEST 33.25 FEET OF LOT 29, BLOCK 1, COMMERCIAL ADDITION TO TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41 24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 21.73 FEET THROUGH AN ANGLE OF 00°26'33" TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'39" (DEED), 89°41'28" (FIELD), AN ARC DISTANCE OF 39.10 FEET THROUGH AN ANGLE OF 44°48'02" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41 24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1 °18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 2°26'33" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID 50 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 44°48'02", AN ARC DISTANCE OF 39.10 FEET TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

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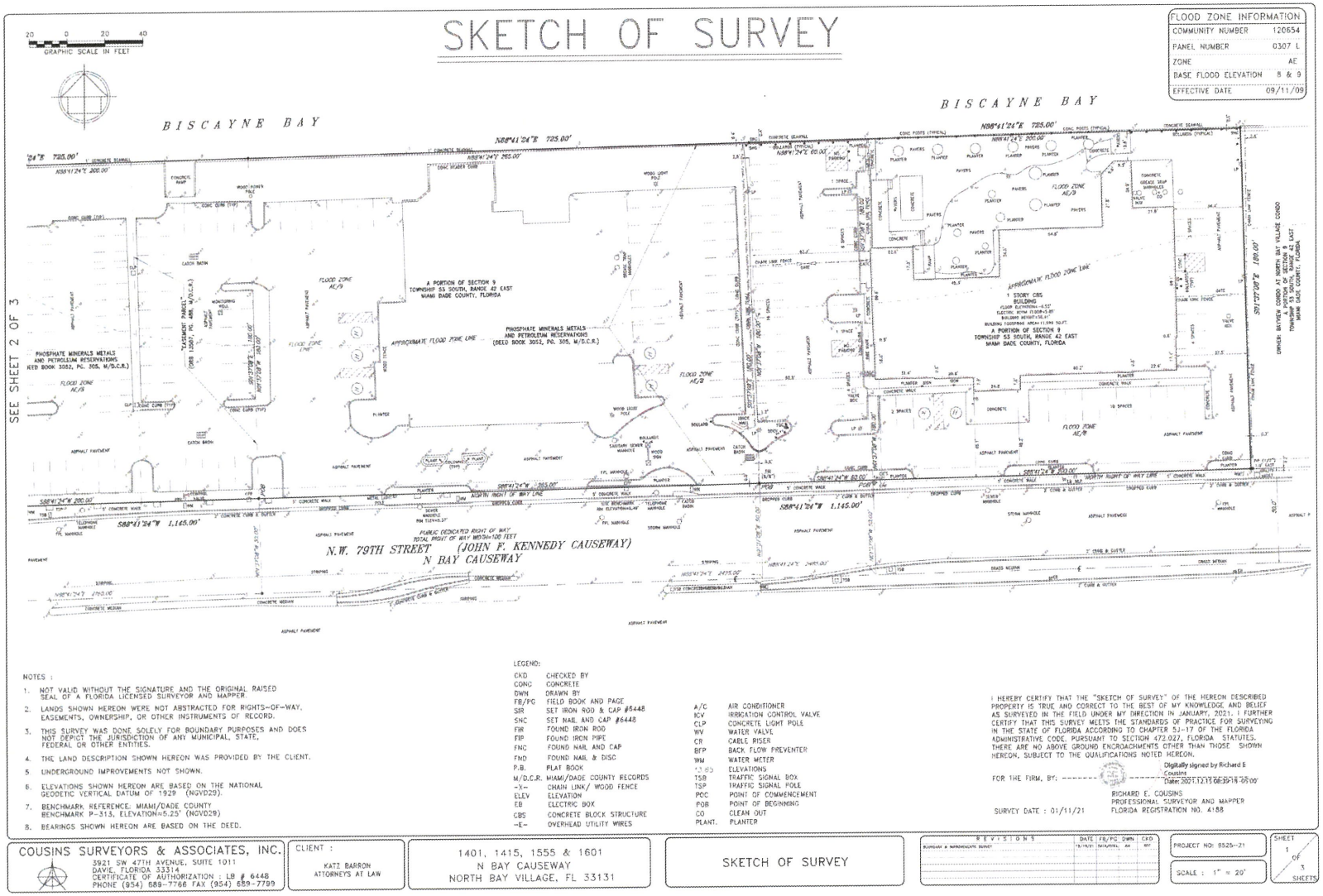
EXHIBIT "B"

SKETCH OF SURVEY



FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120654
PANEL NUMBER	0307 L
ZONE	AE
BASE FLOOD ELEVATION	8 & 9
EFFECTIVE DATE	09/11/09

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK P-313, ELEVATION=5.25' (NGVD29)
8. BEARINGS SHOWN HEREON ARE BASED ON THE DEED.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS
-X-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
EB	ELECTRIC BOX
CBS	CONCRETE BLOCK STRUCTURE
-E-	OVERHEAD UTILITY WIRES
A/C	AIR CONDITIONER
ICV	IRRIGATION CONTROL VALVE
CLP	CONCRETE LIGHT POLE
WV	WATER VALVE
CR	CABLE RISER
BFP	BACK FLOW PREVENTER
WM	WATER METER
*3.85	ELEVATIONS
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CO	CLEAN OUT
PLANT.	PLANTER

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN JANUARY, 2021. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____

Digitally signed by Richard E Cousins
Date: 2021.12.13 08:39:18 -05'00'

SURVEY DATE : 01/11/21

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

COUSINS SURVEYORS & ASSOCIATES, INC.	3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799
CLIENT :	KATZ BARRON ATTORNEYS AT LAW
	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131
	SKETCH OF SURVEY
REVISIONS	BOUNDARY & IMPROVEMENTS SURVEY — DATE 12/10/21 — FB/PG DWN CKD
	PROJECT NO: 8525-21
	SCALE : 1" = 20'
	SHEET 1 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 01
Scale: NTS

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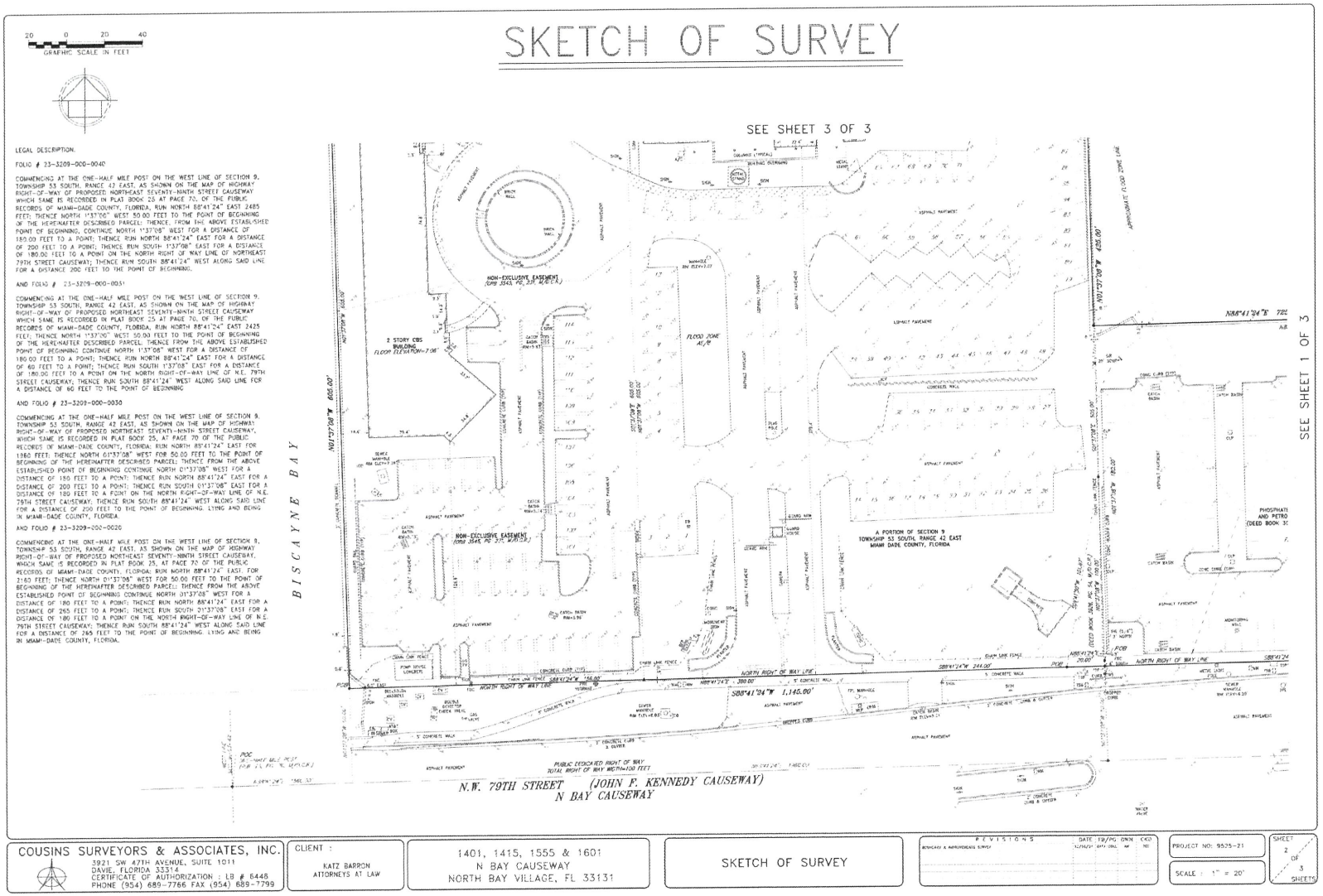
SKETCH OF SURVEY



LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0051

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1980 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

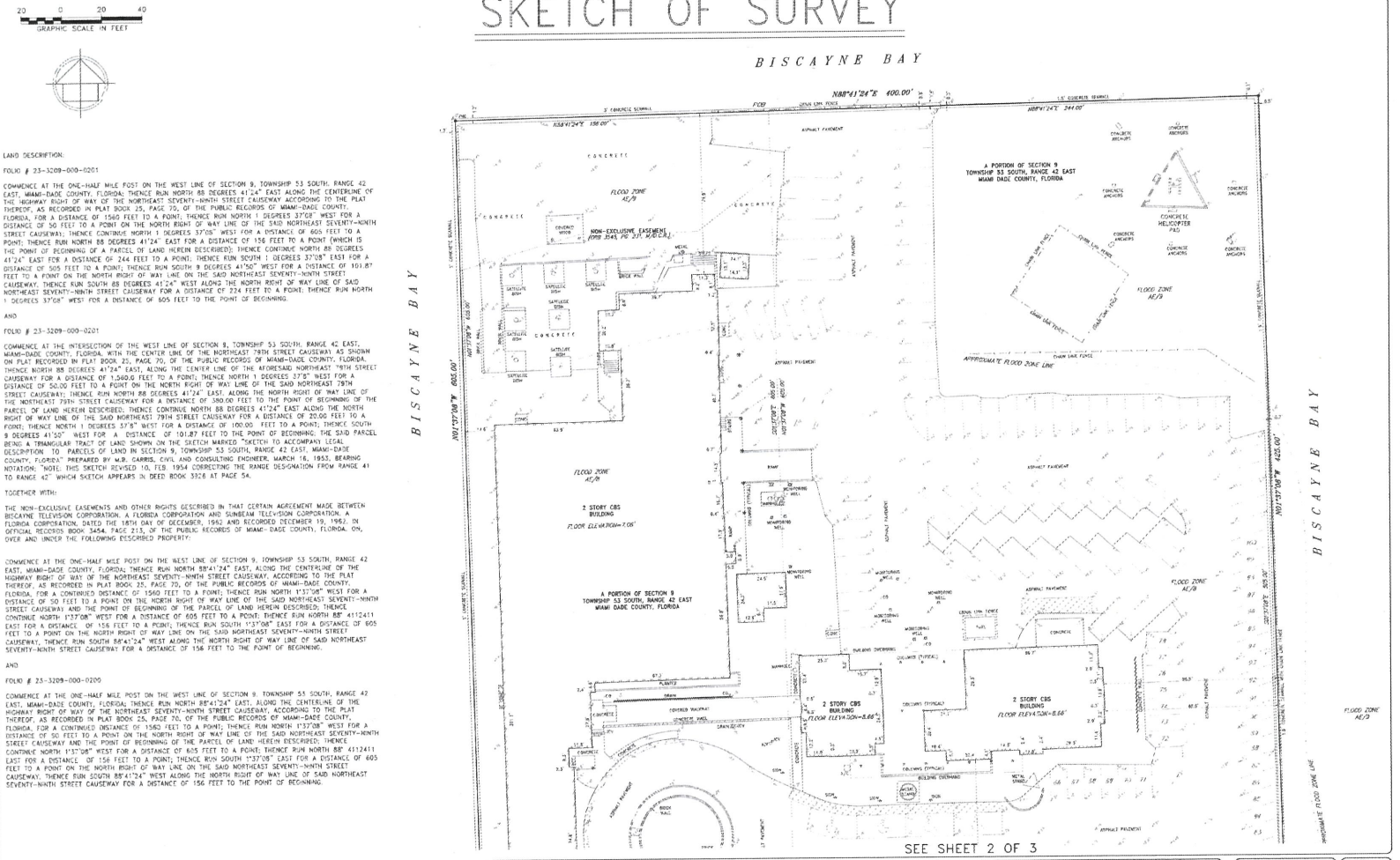
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : KATZ BARRON ATTORNEYS AT LAW	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131	SKETCH OF SURVEY	REVISIONS BOUNDARY & IMPROVEMENTS SURVEY	DATE TB/PC DWN CKD 12/16/21 BAY OBU NT	PROJECT NO: 9525-21 SCALE : 1" = 20'	SHEET 2 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 02
Scale: NTS

This drawing denotes the design, idea and arrangement of the work and is issued for review only as an instrument of the service drawing provided. It remains the property of the author, and shall not be copied reproduced or exhibited unless permission in writing is granted.

SKETCH OF SURVEY



LAND DESCRIPTION:

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 274 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,040.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING. THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY W.B. CARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DRN.	CKD
ATTORNEY'S IMPROVEMENTS SURVEY	10/15/21		SM	MS

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 3 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 03
Scale: NTS

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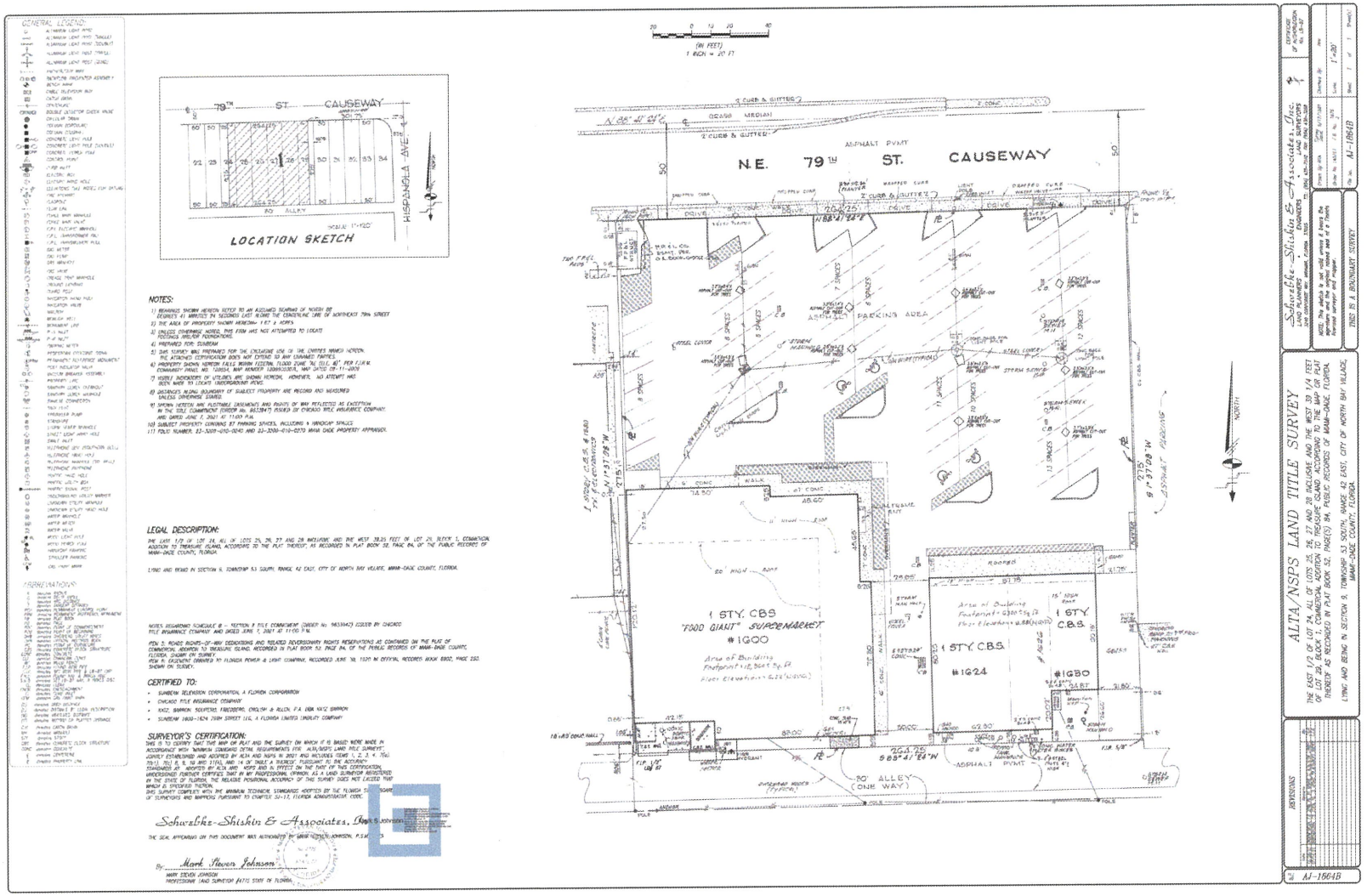
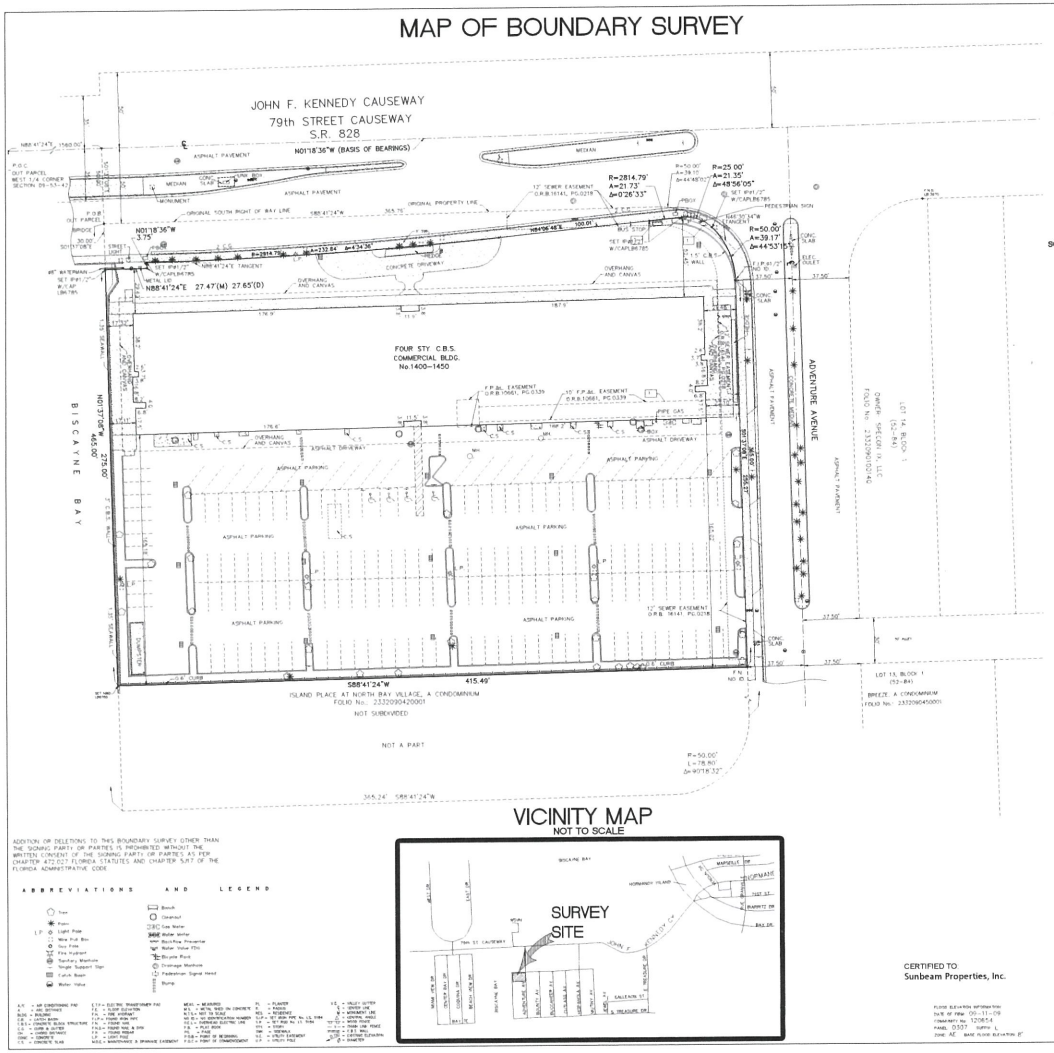


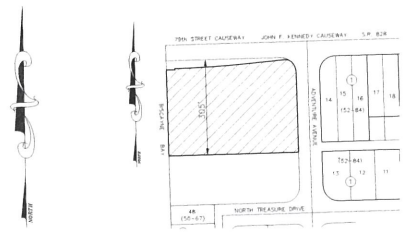
SUNBEAM NBV SAP – SURVEY EXHIBIT 04
Scale: NTS

This drawing depicts the design efforts of Aleman And Associates, Inc. for this project and is issued for review only and is incomplete. Any use of this drawing for construction purposes is prohibited. It is the property of the Architect and may not be reproduced or published in any way without permission in writing is granted.

MAP OF BOUNDARY SURVEY



SCALE 1"30'



LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY: TO WIT:
COMMENCING AT THE ½ MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT OF WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 79, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 89°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT OF WAY, 1560.00 FEET; THENCE SOUTH 1°17'59" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT OF WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 89°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT OF WAY, 365.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'30" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°17'59" EAST 305.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°41'24" WEST 365.24 FEET; THENCE NORTH 1°17'59" WEST 495.00 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT, THEREFROM:
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; RUN NORTH 89°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9 A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°17'59" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°17'59" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 89°41'24" EAST A DISTANCE OF 27.45 (DEED) 27.47 (FIELD) FEET; THENCE NORTH 1°18'36" WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 89°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°44'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 232.64 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°56'46" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 224.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°41'24" EAST A DISTANCE OF 187.5 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 0°26'33" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE; SAID COMPOUND CURVE BEING A 21.0 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°59'01" AN ARC DISTANCE OF 21.1 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50.0 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 89°36'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°59'01" (DEED), 89°47'29" (FIELD), AN ARC DISTANCE OF 78.54 FEET THROUGH AN ANGLE OF 44°48'53" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 89°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9 A DISTANCE OF 365.75 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY: TO WIT:
COMMENCING AT THE ½ MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT OF WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 79, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 89°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT OF WAY, 1560 FEET; THENCE SOUTH 1°17'59" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT OF WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 89°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT OF WAY 365.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'30" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°17'59" EAST 305.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°41'24" WEST 365.24 FEET; THENCE NORTH 1°17'59" WEST 495.00 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT, THEREFROM:
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; RUN NORTH 89°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9 A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°17'59" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH-RIGHT-OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°17'59" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 89°41'24" EAST A DISTANCE OF 27.45 (DEED) 27.47 (FIELD) FEET; THENCE NORTH 1°18'36" WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 89°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 232.64 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°56'46" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 224.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°41'24" EAST A DISTANCE OF 187.5 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 0°26'33" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE; SAID COMPOUND CURVE BEING A 21.0 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25.0 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°59'01" AN ARC DISTANCE OF 21.1 FEET TO A POINT OF COMPOUND CURVE; SAID COMPOUND CURVE BEING A 25.0 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25.0 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°59'01" AN ARC DISTANCE OF 21.1 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50.0 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 89°36'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID 50.0 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°59'01" (DEED), 89°47'29" (FIELD), AN ARC DISTANCE OF 78.54 FEET THROUGH AN ANGLE OF 44°48'53" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 89°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9 A DISTANCE OF 365.75 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

SURVEYOR'S REPORT

1) Survey Type: Boundary Survey
2) Legal description as shown on Schedule "A" of the Title Commitment prepared by First American Title Company, AGENT FILE No.: 34513-0006; FAST FILE No.: 1062-2766920, Dated June 22, 2012 at 11:59 P.M. It is the opinion of this surveyor, that the Legal Description as shown on Schedule "A" of said Title Commitment contains ambiguities. For that matter a differing legal description is shown hereon. FR Aleman and Associates, Inc., was not provided with an updated Opinion of Title for this Updated Survey.
3) Flood Zone: AE, Elevation 8' as per Firm: Community Number: 120654 Panel: 0107, City of North Bay Village, Suffix: L Map Revised September 11, 2009 Map Number: 12086C3071.
4) Property Address: 1400-1440 79th Street Causeway, North Bay Village, Florida 33141.
5) Basis of Bearings: Bearings are referred to an assumed value of N88°41'24"E along the centerline of John F. Kennedy Causeway.
6) This survey is subject to easements and other restrictions or dedications which might be reflected in a search of title to the subject lands.
7) There are no party walls and no observable, above ground encroachments other than the one described hereon Statement of Encroachment: Existing concrete sidewalk and bus stop encroach onto subject property as shown on survey map. Existing Four Story CBS: Building encroaches onto 10' FP&L Easement.
8) The relative positional precision for this survey was found to be better than the minimum allowable relative positional precision as per section 3 e (v.) of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
9) Updated on May 24, 2022 to include new Trees, Light Poles, Water Valves, Cleanouts, Water Meters, Gas Meters and Wire Pull Boxes.

I HEREBY CERTIFY:

THAT THIS ATTACHED BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Gaspar A Lobaina
Date: 2022.06.13 14:25:07 -04'00'

Gaspar Lobaina, P.E., P.L.S.
Professional Land Surveyor #2873
State of Florida
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LAST DAY FIELD WORK: May 24, 2022
SIGNED: June 13, 2022
FIELD BOOK: 956 page 46-49
CAD FILE: 1079-063.DWG

VICINITY MAP
NOT TO SCALE

CERTIFIED TO:
Sunbeam Properties, Inc.

FLOOD ELEVATION INFORMATION
DATE OF FIRM: 09-11-09
COMMUNITY No.: 120654
PANEL: 0107 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 8'

ADDITION OR DELETIONS TO THIS BOUNDARY SURVEY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J17 OF THE FLORIDA ADMINISTRATIVE CODE

ABBREVIATIONS AND LEGEND

REVISIONS	BY
UPDATE 7-11-17	
UPDATE 5-24-22	

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10300 N.W. 19 STREET, SUITE 200
MIAMI, FLORIDA 33172
TEL. (305) 591-8777 FAX. (305)599-8749

1400-1440 79th STREET CAUSEWAY,
NORTH BAY VILLAGE FLORIDA 33141
Sunbeam Properties, Inc.
A FLORIDA LIMITED LIABILITY COMPANY

F.R. ALEMAN

DATE	09-17-12
SCALE	1"=30'
DRAWN	T.F.
JOB	2414#03
SHEET	1 OF 1 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 05
Scale: NTS

Appendix A
SUNBEAM NBV SPECIAL AREA PLAN

§ A.1 General provisions.

A. *Title.* This appendix shall be known as the Sunbeam NBV Special Area Plan Form-Based Code or "Sunbeam NBV SAP."

B. *Purpose and intent.* This appendix sets forth the standards applicable to this special area plan form-based district and transect zone in North Bay Village. These standards are intended to:

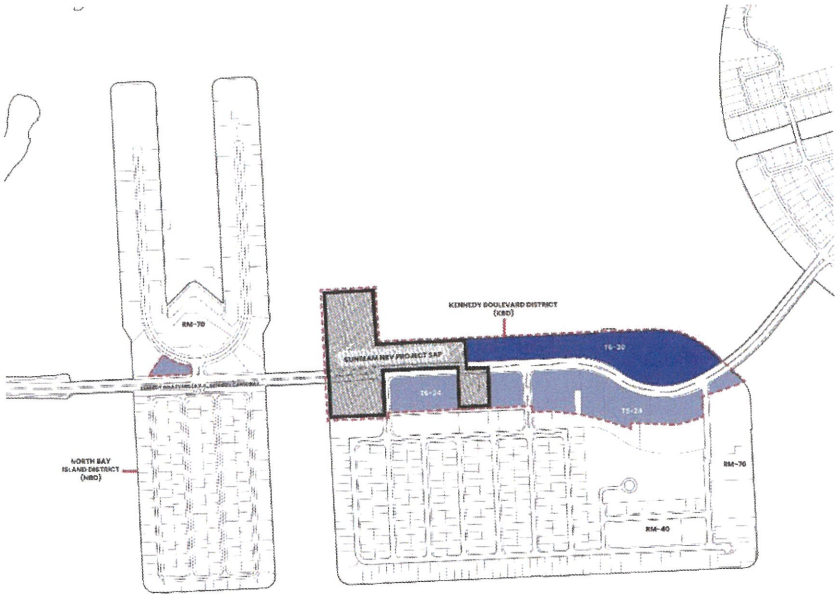
1. Support the goals, objectives, and policies of the North Bay Village Comprehensive Plan.
2. Support the goals of the NBV100 Master Plan, which include livability, resiliency, and prosperity.
    a. Livability goals include:
        (1) Prioritize people over cars.
        (2) Embrace the waterfront.
        (3) Improve the quality of life.
        (4) Synergize public space to refresh NBV identity.
        (5) Reinforcing community identity through the thoughtful placement of civic and public gathering spaces.
        (6) Constructing buildings and landscaping that contribute to the physical definition of throughfares as civic spaces.
        (7) Establishing a framework of multimodal systems while respecting the pedestrian and special form of public spaces
    b. Resiliency goals include:
        (1) Implement responsible and self-sustaining policies that reflect NBVs commitment to the stewardship of its waterfront and the water quality of Biscayne Bay.
        (2) Help mitigate climate change through resource conservation and reductions in carbon admissions.
        (3) Prepare for sea level rise and severe weather events by constructing stronger seawalls, improving stormwater management, and raising public infrastructure.
    c. Prosperity goals include:
        (1) Capitalize on existing resources.
        (2) Increase private property value.
        (3) Optimize and manage parking.
        (4) Incentivize flexibility and predictability.
        5) Ensure that private development contributes to the infrastructure and promotes a quality multimodal friendly public and private realm.

C. *Form-based district.*

1. The Sunbeam NBV SAP form-based district in North Bay Village is composed of one transect zone. See Section A.1.D and Section A.5, Form-Based District Regulating Plan.

2. The extent of the Sunbeam NBV SAP form-based district and transect zone is described in this Form-Based District Regulating Plan and in the pertinent regulatory Section for the district, see Section A.2, General to Transect Zones, Section A.3, Specific to Sunbeam NBV Special Area Plan, and Section A.5, Form-Based Districts Regulating Plan.

D. Form-Based Districts Regulating Plan.



1. The Form-Based Districts Regulating Plan, Section A.1.D shows the boundaries of the Sunbeam NBV SAP form-based district and transect zone in North Bay Village.
2. Locations within North Bay Village that are outside the boundaries of the Sunbeam NBV SAP form-based district and transect zone shall retain their current zoning designations and regulations under the NBV ULDC.

E. Applicability.

1. Regulations in this appendix or the Sunbeam NBV SAP form-based district shall replace the prior zoning and overlay districts within the boundaries described in this Form-Based District Regulating Plan. See Section A.5, Sunbeam NBV SAP Form-Based District Regulating Plan.
2. This appendix shall apply to all new construction and substantial modifications, as defined by the Florida Building Code, within the form-based districts.
3. This appendix shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Sunbeam NBV SAP form-based district except where specified.

Where a conflict exists between this appendix and other portions of the ULDC or the Form-Based Code, this appendix shall prevail.

F. Rules of construction.

1. In their interpretation and application, the provisions of Appendix A, Sunbeam NBV SAP Form-Based District, shall be the minimum requirements or maximum limitations, as the case may be, adopted for the promotion of the public health, safety, morals or general welfare.

2. The following general rules of construction shall apply to the text of this chapter:

   a. Headings. Section and subsection headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the Code.

   b. Illustrations. In case of any difference of meaning or implication between the text of any provision and any illustration, the text shall control, unless the intent of the Code is clearly otherwise.

   c. Terminology. Shall, may and should:

      (1) "Shall" is always mandatory and not permissive. Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance in accordance with Chapter 7, Variances.

      (2) "Should" is advisory and identifies guidance provided by the Village Commission in the implementation of these regulations. Guidelines, activated by "should", are encouraged and recommended but not mandatory. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

      (3) "May" is permissive.

   d. Any act authorized by this Form-Based Code to be carried out by a specific official or agency of the Village is impliedly authorized to be carried out by a designee of that official or agency.

   e. Any reference to federal laws, Florida Statutes, Florida Administrative Code, Miami-Dade County Code, or any other official code shall be construed to be a reference to the most recent enactment of the particular law and shall include any amendments to it as may be adopted from time to time.

   f. Capitalized terms in this chapter refer to definitions in Section A.4.

G. Nonconformities.

1. Existing buildings and structures that do not conform to the requirements of this district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the structure, or as defined by the Florida Building Code.

2. The adaptive re-use of a building shall not be required to comply with minimum height standards established in the development standards for each transect zone. See Section A.2, and Section A.3.

3. The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

4. For all other non-conformities regulations, see Chapter 6, Non-Conformities.

H. Procedures.

1. See Chapter 4, Administration and Enforcement.
2. See Chapter 5, Permits and Development Approvals.
3. See Chapter 7, Variances.
4. Unless otherwise specifically provided for as part of the SAP approval process, Development within the Sunbeam NBV SAP and pursuant to this Appendix A shall be permitted within the following conceptual framework. (See Section 5.2)

   The specifics of the procedures are governed by Chapters 4, 5, 7, 15 and Appendix A and other provisions of the ULDC predating Chapter 15, Form-Based Code, as applicable.

   a. Deviations related to use.

   (1) A warrant is a permit for a minor deviation from the uses allowed by this Code that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

   i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

   ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a warrant shall be posted on the Village website within five days of the written decision.

   iii. Review and approval process.

   (a) The Planning and Zoning Official shall review each submitted application for a warrant for completeness. The warrant application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

   (b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the warrant application.

   (c) The Village Manager shall approve, approve with conditions, or deny the warrant application, but in no event shall a warrant be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the warrant involved and the particular circumstances of the case, the following criteria shall apply to a warrant application. The application shall be reviewed for compliance with this appendix and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of the transect expressed in Section 15.1, the guiding principles of NBV100, and the manner in which the proposed use will operate given its specific location and proximity to less intense uses. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a warrant.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A warrant shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A use exception is a permit for a major deviation from the uses allowed by this Code that requires a public hearing. See Chapter 4, Section 4.4, Public Hearings Procedures.

b. Deviations not related to use.

(1) A waiver is a permit for a minor deviation from the requirements of this Code other than for use that is granted administratively by the Village Manager or designee upon review and recommendation by the Planning and Zoning Official. Waivers are intended to relieve practical difficulties in complying with the strict requirements of this Code. Waivers are not intended to relieve specific cases of financial hardship, nor to allow circumventing of the intent of this Code.

i. As appropriate to the nature of the waiver involved and the particular circumstances of the case, waivers up to ten percent of that particular standard of this Code except density, intensity and height, may be granted when doing so promotes the intent of the particular transect zone where the proposal is located; is consistent with the guiding principles of this Code; and there is practical difficulty in otherwise meeting the standards of the transect zone. The inability to achieve maximum density, height, or floorplate for the transect shall not be considered grounds for the granting of a waiver. This waiver cannot be combined with any other specified waiver of the same standard. For exceptions to the height requirements that may be granted by waiver, see Section 15.2.C.4.

ii. Prior to submitting an application for an administrative waiver, the prospective applicant shall meet in a preapplication meeting with the Planning and Zoning Official to obtain information and guidance as to matters related to the proposed application.

iii. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

iv. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a waiver shall be posted on the Village website within five days of the written decision.

v. Review and approval process.

(a) The Planning and Zoning Official shall review the waiver application, as required under this Code. The application shall be reviewed for compliance with this chapter, and not in violation of the North Bay Village's Unified Land Development Code or the Florida Building Code. The review shall consider the intent of the transect expressed in Section 15.1 and the guiding principles of NBV100. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable. The waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

(b) Based on the applicable findings and recommendations of the Planning and Zoning Official, the Village Manager or designee will issue a final decision on the waiver request within 14 calendar days of receiving the Planning and Zoning Official's findings and recommendations. The application shall be approved, approved with conditions, or denied, but in no event shall a waiver be issued prior to 30 days from the time of notice to the abutting property owners.

(c) Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when such applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

vi. Procedure for appealing an administrative decision on a waiver.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Section 4.5.

vii. A waiver shall be valid for a period of two years, during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A variance is a permit for a major deviation from the requirements of this Code other than for use that requires a public hearing. See Chapter 7, Variances.

c. *Development pursuant to Sunbeam NBV SAP.*

(1) A Special Area Plan Permit is a permit for the implementation of individual projects allowed by this appendix that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a Special

Area Plan Permit shall be posted on the Village website within five days of the written decision.

iii. Review and approval process.

(a) The Planning and Zoning Official shall review each submitted application for a Special Area Plan Permit for completeness. The Special Area Plan Permit application may be referred administratively for development review by other disciplines if the Planning and Zoning Official determines that such review is necessary.

(b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the Special Area Plan Permit application.

(c) The Village Manager shall approve, approve with conditions, or deny the Special Area Plan Permit application, but in no event shall a Special Area Plan Permit be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the Special Area Plan Permit involved and the particular circumstances of the case, the following criteria shall apply to a Special Area Plan Permit application. The application shall be reviewed for compliance with this chapter and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of this appendix expressed in Section A.1, the guiding principles of NBV100, and the regulating standards set forth in this appendix. The review shall also apply Section A.7.I, Sunbeam NBV SAP Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a Special Area Plan Permit.

(a) Appeal by the applicant of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A Special Area Plan Permit shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a

demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

§ A.2 General to transect zones.

A. *Explanation of transect zones.* The transect, as a framework applied to urban conditions, identifies a range of habitats from the most natural to the most urban. It is a continuum that, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:

1. The Urban Core Zone (T6) consists of the highest density and greatest variety of uses, including civic buildings. A network of small blocks has walkable thoroughfares with wide sidewalks, with steady tree planting and buildings set close to the frontage with frequent doors and windows.

B. Lots and frontages.

1. Lots facing thoroughfares on more than one side shall have designated primary frontage(s) and may have secondary frontage(s). A primary frontage shall be that facing the thoroughfare of higher pedestrian importance or intensity (i.e., traffic volume, number of lanes, etc.), as determined by the Building and Zoning Department upon request by the Planning and Zoning Official.

    a. Lots shall have at least one primary frontage, except waterfront lots shall have at least two primary frontages, one of which shall be the waterfront and shall conform to Building Development Standards for each transect zone as described in Section A.3, Specific to Sunbeam NBV Special Area Plan.

    b. If two thoroughfares are of equal importance, each frontage shall be considered a primary frontage.

    c. Lots with two or more frontages may consider other non-fronting property lines as sides.

    d. Where an existing lot of record is located adjacent to a thoroughfare in a manner that creates an irregular frontage such that the side or rear yards cannot be determined as with a regular lot, the Planning and Zoning Official shall determine, by waiver, the yard and setbacks for the lot as fits the circumstances of the case.

    e. For frontage types, see Section A.6.A, Frontage Types Table.

C. Measurement of height.

1. Unless otherwise specified herein, the height of buildings shall be measured in feet from the base flood elevation (BFE) plus freeboard. Refer to FEMA flood insurance rate map (FIRM) for BFE. Refer to Chapter 10 for freeboard requirements and Section A.7.B and Section A.7.C for building height requirements.

2. A story is a habitable level within a building and shall conform to the building development standards for the Sunbeam NBV SAP transect zone as described in Section A.3. Unless otherwise specified herein, a story shall be measured from finished floor to finished floor. For the topmost story, the story shall be measured to the top of a flat roof or to bottom of eaves on a pitched roof. Basements, understories and roof decks are not considered stories for the purposes of determining building height.

3. The height of fences and site walls and walls shall be measured in feet from grade.

4. Except as specifically provided herein, the height limitations of this Code shall not apply to any architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans,

antennae, window cleaning equipment, or similar equipment required to operate and maintain the building, provided that such structures shall not cover more than 20 percent of roof area and shall not exceed the maximum height by twenty feet; nor to church spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar structures, which may be allowed to exceed the maximum height by waiver; nor to fire or parapet walls, which shall conform to the building development standards for each transect zone as described in Section A.3.

D. *Thoroughfares.*

1. Thoroughfares are intended for use by vehicular, transit, bicycle, and pedestrian traffic and to provide access to lots and open spaces.

2. Thoroughfares consist of lanes for vehicles, transit, bicycles, and public frontages. The lanes may have a variety of widths for movement and parking. The public frontages contribute to the character of transect zones. They may include swales, sidewalks, curbing, planters, bicycle paths and street trees. See Section A.6.A, Frontage Types Table, and Section A.6.B, Definitions Illustrated Table.

3. Thoroughfares should be designed in context with the urban form and desired design speed of the transect zones through which they pass. The public frontages that pass from one transect zone to another should be adjusted accordingly.

4. Pedestrian comfort should be a primary consideration of thoroughfare design and dimensions. Design conflict between vehicular, bicycle and pedestrian movement should be decided in favor of the pedestrian.

5. Bicycles are a sustainable and viable mode of transportation and recreation in North Bay Village. Bicycle use of thoroughfares should be as follows: Bicycles and vehicles may share use of lanes on all thoroughfares. Thoroughfares that have sufficient paving width to accommodate bicyclists' safety should include dedicated bicycle lanes. Greenways, the Island Walk and other civic spaces should include bicycle usage.

E. *Shopfront standards.*

1. *General.*

   a. Shopfront windows, doors, signage, awnings, lighting, and architectural details shall be designed as a unified composition.

   b. Each shopfront shall be limited to three sign types and shall conform with the tables and illustrations in Section A.6.E and Section A.6.F.

2. *Shopfront finishes.* The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, extruded aluminum and panels, stone, stucco, brick, wood or wood-like materials.

3. *Shopfront windows.* Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing below the BFE plus freeboard shall be equipped with certified flood-proofing.

4. *Entrance doors.*

   a. Each tenant space shall have at least one three-foot wide door at the main entry. Shopfront entrances are encouraged at building corners.

   b. Shopfront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk.

   c. Walls providing entry door recesses should be glazed to match shopfront display windows.

   d. Entry doors should be a minimum of eight feet in height.

e. The business address should be advertised with a window sign on the transom above the entry door. Alternatively, addresses shall be displayed on a plaque next to above the door.

5. *Other doors.*

a. Where appropriate, sliding, or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk, Island Walk, passages, corridors or other pedestrian oriented accessways may be installed for restaurants and food services.

b. Rear and side doors facing service alleys and parking lots are encouraged, but not required.

6. *Bulkheads.* Shopfront bulkheads, when implemented, shall be a maximum of 30 inches above the adjacent sidewalk and shall be designed as an integral component of the overall shopfront. Flood-proof bulkheads of the maximum allowed height are encouraged in flood-prone areas.

7. *Signage bands.* Shopfronts should have a horizontal signage band above the first-floor fenestration to accommodate a band sign. A signage band is an architectural feature that should be integral with the design of the shopfront's facade and may be a contrasting color to the building, see Section 9.20 and Section A.6.F. Sign bands shall have a maximum height of 48 inches and may extend the entire length of the shopfront. Signage bands shall not be internally illuminated but may be externally lit.

8. *Security gates and shutters.*

a. Solid metal security gates and solid roll-down shutters shall not be permitted.

b. Interior link or grill security devices may be permitted with approval by the Village if they are completely enclosed or hidden from view when not in use.

9. *Awnings.*

a. All awnings shall be integral to the overall design of the shopfront and shall respect column and window spacing.

b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section A.6.F. Side panels are allowed but not encouraged.

c. Awnings may be fixed or retractable.

d. Awnings shall be a minimum of three feet wide by three feet deep. They shall be installed a minimum of seven feet from the ground and project no more than eight feet from the building facade. Awnings shall have a maximum slope of 1:3 (33%) from the building to the edge.

e. Round, half domed, and plastic awnings are prohibited.

f. Awnings may be used as signs and shall conform to the Sign Standards. See Section A.1.F and Section A.6.F.

g. Alternative materials such as glass or metal are allowed.

h. Awnings shall not be backlit from below or inside but may be externally lit from above.

i. Awnings are not allowed under galleries or arcades.

10. *Canopies.* Canopies function like awnings, but are rigid, project horizontally from the building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight feet from the ground and project no more than eight feet from the building façade, when facing a thoroughfare.

F. *Sign standards.*

1. *Exempted signs.* The signs specified in this Section are exempt from signage regulations other than the regulations contained in this Section. Exempted signs may be erected without a sign permit.

   a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.

   b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from streets, the Bay, the Island Walk, Island Walk public access walkways, or common property.

   c. Address and residential identification signs.

      (1) Any sign identifying the street number of a shopfront or commercial unit if hand painted on the transom window above the primary entrance door.

      (2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.

   d. Holiday decorations. Holiday decorations, flags, streamers, and similar.

   e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the U.S. Flag Code.

   f. Official signs.

      (1) Any sign erected by North Bay Village.

      (2) Any sign erected by a government.

      (3) Public utility and traffic signs.

   g. Political signs.

      (1) Political signs conforming with the following requirements do not require permits:

      (2) Political signs are limited to three square feet and may not exceed 30 inches above grade.

      (3) Political signs may be erected 25 days prior to an election and shall be removed within seven days of the election.

      (4) Up to three signs total are allowed per residential lot, or per shopfront, except at polling places. Of the three signs permitted, no more than one sign is allowed per candidate or referendum item.

      (5) See Section 11.7, Temporary Sign Permits, for additional requirements.

   h. Construction signs, subject to the following:

      (1) Signage shall identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

      (2) The contractor, the architect, and subcontractor are each allowed one sign with a maxim area of four square feet.

      (3) Signs may only be erected after a building permit has been issued.

      (4) Signage must be removed within five days of the final inspection.

   i. (Reserved)

   j. Warning and instructional signs.

(1) Any warning sign, non-advertising signs (e.g., "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four square feet in copy area and is not illuminated.

(2) Any special instruction sign (e.g., "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed eight square feet in copy area.

k. Miscellaneous signs.

(1) Any memorial sign or commemorative plaque.

(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a building.

(3) Any sign which is integrated into or on a point-of-sale purchase display.

(4) Any sign carried by a person.

2. *Prohibited signs and sign locations.*

a. Billboards.

b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.

c. Snipe signs.

d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

e. Animated, moveable, or inflatable signs.

(1) Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.

f. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

(2) No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

3. *Permitted signs.*

a. General.

(1) Signs shall conform with the following standards, as specified in Section A.6.E and illustrated in Section A.6.F.

(a) Sign type limitations by zone.

(b) The height and area of the sign;

(c) The number of signs per site;

(d) The height of sign copy.

(2) Exterior signs shall be made of durable, weather resistant materials.

(3) A permit is required for all signs permitted under this Section.

(4) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

b. Signs shall provide the following clearance:

(1) A minimum of nine feet over pedestrian ways, except for signs on awnings and canopies.

(2) A minimum of 13.5 feet over vehicular travel ways and parking aisles, except in parking structures.

(3) Signs located along streets shall be a minimum of two feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

(1) Signs shall be removed as specified in Section A.6.E, Sign Restriction Table, and as follows:

(a) (P) Permanent; signs do not require removal.

(b) (O) Occupancy; signs shall be removed within seven days of the end of tenant occupancy.

(c) (B) Business; signs shall be removed when the business is closed.

(d) (T) Temporary; signs shall be removed within the time period specified by sign type.

(2) Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

d. Sign templates.

(1) The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.

e. Illumination.

(1) Internal sign illumination is permitted on window and wall signs.

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light.

f. Electronic message center (EMC) signs.

(1) EMC signs are permitted for use on ground signs for mixed-use projects, churches and place of assembly facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of 200 feet.

4. Requirements by sign type as described below and illustrated in Section A.6.F.

a. Band signs (synonym wall signs).

(1) Band signs may be located above tenant shopfronts, below second story windows, and beneath the building cornice or coping.

(2) Band sign copy shall be at least six inches from building corners.

b. Banner signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building structure.

c. *Commercial construction signs.* Subject to the following:

(1) Signs may identify the project and feature the names of developer, contractor, sub-contractors and professionals associated with the project. Names, websites and contact information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

(2) Signs may only be erected after a building permit has been issued. Signs shall be removed within five days of the final inspection.

(3) Signs shall have a maximum height of eight feet and shall not be above ~~four~~ eight feet from street grade.

d. Commercial rental signs.

(1) All commercial rental signs require NBV approval.

e. Corner signs.

(1) Corner signs are only permitted at building corners where each facade is along a street, along the Island Walk, a view corridor, passage or other accessway to the site.

(2) Corner signs may extend up to six feet above parapets.

f. For sale sign.

(1) Signs shall be removed within seven days of closing.

g. (Reserved)

h. Ground signs.

(1) Ground signs are limited to the following locations:

i. Forecourts.

(2) The bottom of the sign shall be within two feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten feet from property lines.

i. Marquee signs.

(1) Marquee signs may be used for lodging, mixed-use projects, and theaters. The Village may permit marquee signs for other businesses upon request.

j. Projecting signs.

(1) Projecting signs shall be erected on a wall of a building.

(2) Projecting signs may project up to four feet from the wall of the building on which it is erected.

k. Open house, model home signs.

(1) An annual permit is required.

(2) Signs shall be free standing on a stake or frame.

(3) The business name shall be identified on signs, two inch copy minimum.

(4) Balloons, streamers and other types of decoration may not be used.

(5) Signs are allowed for three consecutive days in any one week.

(6) Up to four signs may be located off site.

l. Window signs.

(1) Window signs may be:

(a) Letters painted directly on the window;

(b) Hanging signs hung interior of the glass;

(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

m. Wayfinding signs shall be constructed using solid materials to prevent the sign from being destroyed or blown away. Wayfinding signs and directory signs may be internally illuminated.

G. ***Special Area Plan.*** The purpose of this Special Area Plan is to allow parcels of at least two abutting acres in size to be master planned so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality buildings and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.

a. Reserved.

b. All regulations of the underlying transect zone and this Code that are not otherwise addressed by this SAP shall apply.

c. This Special Area Plan provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares, as appropriate, crossblock pedestrian passages, and civic spaces, with appropriate transitions to abutting areas. Guidelines for thoroughfares and public frontages may be adjusted to the particular circumstances of the Special Area Plan.

d. Reserved.

e. This Special Area Plan assigns at least seven and one half (7.5%) percent of its aggregated lot area to a civic space type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the civic spaces, and thoroughfares.

f. Development within this Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of civic spaces, thoroughfares, and building area among the building sites.

g. Unless a building is specifically approved as part of this Special Area Plan, any building shall be reviewed by the Planning and Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the building permit.

h. A parking management program that enables shared parking among public and private uses shall be submitted with Special Area Plan Permits.

i. Flexible allocation of development capacity, height and density on individual sites within this Special Area Plan may be allowed so long as the capacity or height distribution does not result in development that is out of scale or character with the surrounding area and provides for appropriate transitions.

2. *Special Area Plan Permit.* See Section A.1.H.4.c.1. and Section 5.2, Development Permit Required.

H. ***Bonuses—Density Bonus Program.*** A density bonus is approved by the Village Commission for participation in the Village public benefit program, in compliance with the following provisions (see also Chapter 8, Sections 8.13.D, and 8.15):

1. Reserved.

2. The total density including bonuses shall not exceed 150 dwelling units per acre, subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

a) The project shall set aside a minimum of six (6%) percent of the total units for non-subsidized Workforce Housing.

3. Reserved.

4. Community contribution fee.

a. Community contribution fees for additional density shall be as part of the Village's Fee Schedule and shall be payable to the Village as stipulated as follows, unless otherwise stipulated in the approval.

i. Twenty-five percent of the total fee shall be payable within 90 days of Commission approval of the Site and Development Plan and shall be non-refundable.

ii. The remaining 75 percent of the fee shall be payable prior to or upon the issuance of a building permit when the density bonus is to be used and shall be non-refundable.

5. Reserved

I. *Density and intensity calculations.* [Reserved].

J. *Sustainability.* The Sunbeam NBV SAP applications for residential, commercial, office, hotels, and civic uses; all new mixed-use development applications; and all Village-owned civic or office construction projects located in the Sunbeam NBV SAP district are subject to the green building and resilience standards and requirements contained in Chapter 8, Division 5; Chapter 9, Division 6; and Chapter 10, Section 10.5 of the ULDC, or their equivalent.

§ A.2.1 Workforce Housing Program administration.

A. *Purpose.* The purpose of this Section is to create administrative procedures for the implementation of the Workforce Housing Program established pursuant to Chapter 15, Section 15.2.H of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the Sunbeam NBV SAP district.

B. *Definition of terms.* The definitions contained in Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Area median income (AMI) means the median income level for Miami-Dade County as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development and adjusted for household size.

Condominium means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium conversion has the meaning established by Sections 718.604—718.622, Florida Statutes.

Control period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing unit owner.

Covered development means all developments providing Workforce Housing units pursuant to Chapter 15, Section 15.2.H of the North Bay Village Unified Land Development Code.

Department means, unless otherwise indicated, the department or division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H, of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Eligible household means a household whose total income is between 80 percent and 140 percent of Miami-Dade County area median income.

Eligible household income means any income derived from any proposed occupants of a workforce housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a workforce housing unit as their primary residence.

Market rate dwelling units means all dwelling units in a covered development that are not workforce housing units as defined herein.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Qualified household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified improvement means any addition or replacement to the workforce housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the workforce housing unit to new uses and the replacement of any existing amenities.

Workforce housing density bonus agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce housing unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80 percent and 140 percent of North Bay Village AMI.

Workforce housing unit rent means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org .

C. *Compliance procedures—Workforce housing declaration of restrictive covenants and workforce housing agreement.*

1. Every workforce housing unit established pursuant to Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2. Prior to the initial rental of any workforce unit, the owner must record the workforce housing density bonus agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded workforce housing density bonus agreement.

3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable AMI range pursuant to this Section as published annually by Miami-Dade County.

    a. At all times, at least $5/6^{th}$ of the Workforce Housing units at the project shall be made available to Eligible households whose total income is between 80 percent and 100 percent AMI.

    b. At all times, no more than $1/6^{th}$ of the Workforce Housing units at the project shall be made available to Eligible households whose total income is no greater than 140 percent AMI.

D. Application of workforce housing density bonus.

1. Any development proposing to utilize the density bonus allowed in The Sunbeam NBV SAP district must submit a workforce housing density bonus zoning application with their application for Special Area Plan Permit to the Village for consideration and approval by the Village Manager. At a minimum, the density bonus application shall include:

    a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;

    b. Conceptual development plan showing the proposed location of the workforce housing rental units;

    c. Total number of market rate and workforce housing units;

    d. Estimated initial monthly rent for each workforce housing unit;

    e. Provide the size in terms of square feet and number of bedrooms for each workforce housing unit;

    f. Location in development of each workforce housing unit and its applicable AMI affordability range;

    g. If construction is to be phased, a phasing plan identifying the number of workforce housing units and market-rate units in each phase;

    h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

    i. Any other relevant information requested by the Village.

E. Workforce housing density bonus unit criteria.

1. Workforce housing units shall be built within the project, as such term is defined in Section A.2.1.B_ of this appendix.

2. At all times, workforce housing units shall be located within at least 50% of the multi-family residential buildings within the project.

3. In each building in which workforce housing units are being built, the workforce housing units shall be built simultaneously with or prior to the market-rate units.

4. In each building in which workforce housing units are being built, the workforce housing units shall be reasonably dispersed throughout the building and not clustered together or segregated in any way, from the market-rate units.

5. Workforce housing units shall contain the same number of bedrooms and quality of construction as the other market-rate units in the building in which the workforce housing units are located.

6. The interior building materials and finishes of the workforce housing units shall be substantially the same type and quality as the market-rate units in the building in which the workforce housing units are located.

F. Workforce housing density bonus agreement.

1. Prior to the approval of any development order or permit for any development in which the workforce housing density bonus is requested, the applicant shall enter into a workforce housing density bonus agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of rent affordability.

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a workforce housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated workforce housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations.

1. It is a violation of this ordinance to:

   a. Fail to file required affidavits or audits when required.

   b. Rent or lease a workforce housing unit to a person or family that is not income eligible as required by this Code.

   c. Knowingly give false or misleading information relating to this program to any Village employee.

   d. Participate, in any way, in the lease or rental of a workforce housing unit which violates any provision of this Code or a workforce housing density bonus agreement.

2. The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

§ A.3 Specific to Sunbeam NBV Special Area Plan.

Sunbeam NBV SAP

1. *General.*

   a. *Purpose and intent.* This chapter sets forth the standards applicable to development within the *Sunbeam NBV SAP,* which is composed of Urban Core Transect Zone (T6). These standards are intended to:

      (1) Support the goals of the NBV 100 Master Plan.

      (2) Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes.

      (3) Facilitate the activation of Pirates Alley into a Village Center.

      (4) Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions.

      (5) Provide improved standards for a wider, more active, and more accessible Island Walk.

      (6) Attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.

   b. Applicability.

      (1) Section A.3.A provides development regulations that shall be employed in the mixed-use development of lands within the *Sunbeam NBV SAP* .

      (2) The *Sunbeam NBV SAP* includes lots fronting Kennedy Causeway on Treasure Island as indicated in the Regulating Plan Graphic in Section A.1.D.

2. *Development standards for Sunbeam NBV SAP.*

   a. Building disposition.

      (1) Newly platted lots shall be dimensioned according to the tables and illustrations in Section A.7.B and Section A.7.C.

      (2) Lot coverage by any building shall not exceed that shown in Section A.7.B and Section A.7.C.

      (3) Buildings shall be disposed in relation to the boundaries of their lots according to the tables and illustrations in Section A.7.B and Section A.7.C.

      (4) Sunbeam NBV SAP projects shall have their primary pedestrian entrances on Kennedy Causeway. Buildings in the *Sunbeam NBV SAP should* also have entrances along view corridors, the Island Walk and Pirates Alley, as feasible.

      (5) Up to the top of the pedestal, facades shall address and architecturally engage primary frontage lines along their length as shown in the tables and illustrations in Section A.7.B and Section A.7.C. Pedestrian forecourts are allowed and shall not exceed 50 percent of the facade length. In the absence of a building along the remainder of a frontage Line, a streetscreen shall be built, as needed, to shield parking and service areas.

      (6) At the first story, facades along a frontage line shall have frequent doors, windows and pedestrian entrances.

      (7) Setbacks for buildings shall be as shown in the tables and illustration in Section A.7.B and Section A.7.C. Where the property to be developed abuts an existing building, a waiver may be granted so as to match the dominant setback of the block and its context.

(8) Above the Pedestal, the minimum spacing between towers is 60 feet. At the top of pedestal, a non-habitable floor is allowed up to a maximum of six feet in height without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

(9) All lots in the Sunbeam NBV SAP shall comply with minimum standards for the view corridor, as described in Section A.3.A.2.g.(3).

(10) If the frontage line of a site on the north side of 79th Street is at any point more than340 feet from a thoroughfare intersection, the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.7.C. Such a cross-block pedestrian passage may be covered above the second story by up to ninety (90%) percent of its length with buildings spanning over the passage or structures connecting buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A pedestrian passage, including paseos, are encouraged to connect Kennedy Causeway to the Island Walk, other thoroughfares, Pirates Alley, parks and other amenities. A pedestrian passage may be roofed and shall be lined with frequent doors and windows.

(11) Density shall not exceed that shown in the tables in Section A.7.B and Section A.7.C., subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

(12) Sidewalks.

(a) Along Kennedy Causeway, a 20-foot easement for public sidewalks shall be granted and recorded with the Village. The sidewalk shall be constructed and maintained by the property owner. The sidewalk shall be continuous with the existing sidewalk on the public ROW.

(b) The sidewalk, including portions on the public ROW, may be raised to address sea level rise, as appropriate, but shall connect with existing sidewalk elevation fronting the property. This work shall be completed at the expense of the property owner and to standards determined by the Village. ADA compliant transitions shall be provided to adjacent sidewalk elevations with a slope no greater than 1:20 to avoid handrails.

(c) Sidewalks shall be designed to promote a walkable, lively, and safe environment, using landscaping, lighting, furnishings and shading devices, as appropriate.

b. Building configuration.

(1) Development within private frontages shall comply with Section A.6.A, the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Above the Pedestal, the building floorplate dimensions shall be limited as follows:

Sunbeam NBV South-West and South-East up to and including 20th Floor:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV South-West and South-East above 20th Floor:

(a) 15,000 square feet maximum for residential uses.

(b) No commercial uses nor parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV North:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

(3) Building heights shall be measured from base flood elevation (BFE) plus freeboard to the level of the highest point of the building, excluding allowable projections above the roof line, and shall conform to the tables and illustrations in Section A.7.B and Section A.7.C and to the following standards.

(a) At the first story:

i. The height shall be no less than 18 feet and no more than 24 feet measured from the base flood elevation (BFE) plus freeboard to the finished floor of the second story.

ii. Mezzanines in the first story shall be limited to 50 percent of the habitable floor area and shall not count as a story.

(b) Above the first story in a Pedestal:

i. The height of a story, including a liner story, shall not exceed 24 feet measured from finished floor to finished floor.

ii. The maximum height of the pedestal shall not *exceed seven stories or 100 feet.*

iii. Mezzanines shall be limited to 50 percent of the habitable floor area and shall not count as a story.

iv. The height of a parking structure concealed by a liner may be equal to the height of the liner, and this may result in a liner story concealing more than one level of parking. The number of liner stories shall be used for purposes of determining the overall number of stories in a building.

(c) In a tower (above the Pedestal):

i. The height of a story is not limited within the maximum permitted building height.

ii. A mezzanine shall count as a story.

iii. Lots in the Sunbeam NBV SAP shall comply with Section A.7.B and Section A.7.C.

(d) A mezzanine extending beyond the specified limit shall be counted as an additional story for purposes of calculating building height.

(4) First story finished floor elevations.

(a) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first 20 feet shall be flush with the adjacent sidewalk or Terrace elevation or no higher than one and one-half feet above the same.

(b) For commercial uses fronting the Island Walk, the finished floor elevation within first 20 feet shall be flush with the Island Walk or Terrace and no higher than one and one-half feet above the same.

(c) For residential uses, the finished floor elevation shall be no lower than BFE plus freeboard.

(d) If the finished floor elevation is below the BFE plus freeboard, certified flood-proofing shall be provided in accordance with Florida Building Code. Refer to Section 10.5, Provisions for Flood Hazard Reduction.

(e) On shopfronts, a bulkhead (or knee wall) of the maximum allowable height is encouraged but not required. See Section A.2.E for shopfront standards.

(f) If a ramp is required for ADA access, it shall be provided inside the setback line. It may be located either within the building envelope or within a recessed exterior vestibule with shopfront windows.

(5) Pedestals, parking structures and liners.

(a) The pedestal shall consist of no more than seven stories and shall be a maximum of 100 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section A.3.A.2.b.(3).

(c) Liners are optional. Structures without liners on primary and secondary frontages and facing Pirates Alley, shall use green or vegetated walls on a minimum 20 percent of the garage structure. The remainder of the parking structures not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Chapter 9, Division 4, Landscaping).

(d) Liners facing Kennedy Causeway may encroach into the setback above a gallery. Structures without liners on primary and secondary frontages, including Kennedy Causeway and the waterfront and facing the view corridor, shall utilize green or vegetated walls on a minimum 20 percent of the parking structure. The remainder of the parking structure not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Official (see also Chapter 9, Division 4, Landscaping).

(6) Encroachments shall be as follows:

(a) A gallery may be constructed on the primary frontage south of Kennedy Causeway over the sidewalk easement. Where a gallery is constructed, it may encroach the entire 20-foot setback and shall not extend into the right-of-way. Refer to the tables and illustrations in Section A.7.B, and to Development Standards, Section A.3.A.2., for additional details.

(b) A gallery, cantilever or arcade may be constructed on the primary frontage north of Kennedy Causeway over the sidewalk easement. The gallery or arcade may encroach the entire 20-foot setback and shall not extend into the right-of-way. A gallery or arcade is not required in front of a pedestrian forecourt. Refer to the Frontage Type Table in Section A.6.A and to Development Standards, Section A.3.A.2., for additional details.

(c) Cantilevers, cantilevered awnings and entry canopies may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement. Above the first story, cantilevered balconies, bay windows, and roofs may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement.

(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as encroachments, except as may be directed by utility company and/or Fire Department.

(e) Loading spaces and service areas shall be internal to the building and shall not be allowed as encroachments.

(7) Vehicular access shall be as follows:

(a) Loading berths, service areas and parking shall be accessed from alleys when available, and otherwise shall be accessed from the secondary frontage when available. Areas for drop-offs, pick-ups, and valet services shall be located along and accessed from secondary frontages, when available, or may be located along or accessed from alleys, when available.

(b) Where lots have only primary frontages, all vehicular access, including, but not limited to, areas for drop-offs, pick-ups, and valet services and access to parking, loading berths, and service areas, are not allowed along the primary building frontage facing Kennedy. Curb cuts and vehicular access are allowed through the view corridor, the crossblock passage and the side setback.

(c) No more than 50 percent of the total area of the view corridor or the crossblock passage may be used for vehicular movement. Pedestrian connectivity shall be prioritized in design and vehicular movement, while facilitated, shall not occur at the expense of pedestrian safety or convenience.

(d) A vehicle accessing a loading berth is allowed to make one turning movement on an adjacent thoroughfare to minimize the lot area devoted to this function.

(8) Walls, hedges, fences and gates shall not exceed a height of three and one-half feet within the setbacks of the primary and secondary frontages and within the view corridors. Elsewhere, walls, hedges, fences and gates shall not exceed a height of eight feet.

(9) Streetscreens shall be between three and one-half and eight feet in height and constructed of a material matching the adjacent building facade or of masonry, wrought iron or aluminum. The streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the building facade line. Above three feet in height, streetscreens shall be 50 percent permeable or articulated to avoid blank walls.

(10) Screening shall be as follows:

(a) All loading spaces, service areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage, sidewalk, or view corridor by liner buildings, streetscreens, walls, hedges, fences or opaque gates.

(b) All ground floor and roof top utility infrastructure and mechanical equipment shall be concealed from public view. At the building frontage, all equipment such as backflow preventers, Siamese connections, and the like shall be placed within the line of the facade or behind a streetscreen, or as may be directed by utility company and/or Fire Department. Exhaust air fans and louvers may be allowed on the facade only on the secondary frontages above the first story.

(c) On the roof, a parapet or screen wall shall conceal roof decks and all equipment except antennas from lateral view. Mechanical equipment on a roof shall be enclosed by parapets of the minimum height necessary to conceal it and shall not exceed the maximum height by more than twenty (20) feet. Trellises may extend above the maximum height up to 14 feet. Extensions more than ten feet above the maximum height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of waiver.

c. Building function and parking requirements.

(1) Buildings in the Sunbeam NBV SAP shall conform to the Functions and Parking Requirements Table described in Section A.7.A. Certain functions as shown in said table shall require approval by exception. Refer to Section 8.14, Supplemental Use Regulations, Section 8.15, Supplemental Development Standards.

(2) First story uses.

(a) A minimum of 50 percent of the building frontages along Kennedy Causeway, the Island Walk, Pirates Alley, and any side streets shall be habitable space to a minimum depth of 20 feet.

(b) A minimum of 50 percent of the building frontage along a view corridor shall be habitable space to a minimum depth of 20 feet.

(c) The habitable space required along Kennedy Causeway that is not otherwise occupied by the primary entrance shall contain commercial uses and civic space uses, and no residential uses, except building entrances, lobbies, and lounges. Retail use, especially restaurants, is encouraged on all frontages, including Kennedy, the Island Walk, and the view corridor. Live-work units and townhouses are the only residential use allowed in the first story, apart from building entrances.

(d) Design for tenant flexibility.

i. The design of commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the building.

ii. Designs shall anticipate potential commercial power and gas load needs.

iii. Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

d. Parking and loading berth standards.

(1) Refer to Section 9.3.E, Design Standards for Off-Street Parking, and Section 9.3.G, Mechanical Parking.

(2) Shared parking shall be allowed in compliance with Section A.6.C, Shared Parking Standards Table.

(3) Loading berths shall be provided in compliance with Section A.6.D, Loading Berth Standard Table.

(4) Off-street bicycle parking standards.

(a) The required number of off-street bicycle parking spaces shall conform with Section A.7.A, Building Function (Uses) and Parking Standards Table.

(b) After the first 50 required bicycle spaces are provided, additional spaces may be reduced by one-half.

(c) Required bicycle parking shall meet the following standards:

i. Required bicycle parking shall be provided in a safe, accessible and convenient location.

ii. Bicycle parking facilities shared by more than one use are encouraged.

iii. Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 500 feet of the primary entrance as measured from the property line .

iv. When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

v. When required bicycle parking is provided in racks, one standard U-rack will accommodate two bikes and each rack shall meet the following standards:

(i) The bicycle frame and one wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle;

(ii) A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and

(iii) The rack shall be securely anchored.

vi. When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

vii. Parking and maneuvering areas.

(i) Each required bicycle parking space shall be accessible without moving another bicycle.

(ii) There shall be an aisle of at least five feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

(iii) The area devoted to bicycle parking shall be hard surfaced.

viii. A directional sign shall be required if the bicycle parking area is not visible from the thoroughfare or primary entrance. Said sign shall be at minimum of one square foot in area and be posted at the primary entrance indicating the location of the bicycle parking.

e. Architectural standards.

(1) Permanent and temporary structures.

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by Special Area Plan Permit.

i. *Island Walk:* Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.

ii. *Pirates Alley:* Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

iii. Construction trailers shall be permitted while a construction site remains active under duly permitted work.

(2) Private frontages and facades.

(a) The sidewalk-level facades of all buildings shall be glazed with no less than 50 percent clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(b) The facades of all sidewalk-level commercial spaces shall be detailed as shopfronts. Shopfronts shall conform to Section A.2.E, Shopfront Standards. Lobbies, civic and civil support uses, live-work units, and townhouses are not required to be detailed as shopfronts.

(c) Outdoor commercial uses.

i. Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Special Area Plan Permit. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

ii. For outdoor dining areas on sidewalks that are in the public right-of-way, see Section 8.15.H. Outdoor dining and sidewalk cafes in Supplemental Development Standards.

iii. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by right, subject to the following standards:

(i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

(ii) A minimum unobstructed pedestrian path of at least five feet wide shall be provided.

(d) Galleries and arcades.

i. For the Gallery Frontage Type, see Section A.6.A.g., Frontage Type Table.

ii. For the Arcade Frontage Type, see Section A.6.A.h., Frontage Type Table.

iii. See also Section A.7.D, Section Detail Illustration.

iv. The height shall be the same as the height of the first story.

v. The columns shall be located a minimum of two feet from the property line.

vi. Columns shall be spaced as appropriate to complement the architecture of the building.

vii. A cornice or roof extension shall project one foot minimum and two feet maximum from the outer face of the gallery or arcade and shall not overhang the ROW.

viii. Gallery details:

(i) Galleries shall be made of materials that complement the architecture of the building.

(ii) Columns may be round with a maximum diameter of twelve inches.

(iii) The ceiling shall have decking when visible from the sidewalk and shall be metal, wood or a wood-like material.

(iv) A roof deck on top of the gallery at the second story is allowed. Decking for the roof deck shall be made of wood or a wood-like material. Railings shall be made of metal, metal cable, or glass.

ix. Arcade details:

(i) Arcades shall be made of materials that complement the architecture of the building.

(ii) Columns shall be no more than four feet wide and two and one-half feet deep.

f. *Sign standards.* See Section A.2.F.

g. *Landscape and waterfront design standards.*

(1) Landscape standards.

(a) Open space shall be a minimum of ten percent of the total lot area.

(b) Where a gallery or arcade is not provided, street trees shall be planted. The trees shall be planted two feet inside the property line, aligned with the gallery or arcade columns. Tree wells may encroach into public right-of-way. The spacing shall be similar to the gallery or arcade columns. The species shall be native or Florida-friendly. See Chapter 9, Division 4, Landscaping.

(2) Island Walk.

(a) *Purpose and intent.* The Island Walk is a public access, mixed-use pedestrian promenade along the waterfront that shall feel public, provide visual access to the bay, enhance visual quality, connect to other public areas, and provide venues for public art, historic signage, and environmental education signage. Where practical, retail, restaurants with outdoor dining, boating and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged. See also Section A.7.D, Section Detail Illustration

(b) *General requirements.*

i. Every waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.

ii. The location of the easement shall be indicated on the site plan for the Special Area Plan Permit approval process and recorded with the Village.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

v. Access to docks for boats or overwater seating is allowed and encouraged.

vi. The surface shall be a maximum of eight inches below the sea wall cap.

(c) *Design standards for the Island Walk.* The easement shall consist of three zones, which are listed below in order from the landward edge of the sea wall cap and progressing landward towards the private property. See Section A.7.D, Section Detail Illustration.

i. Safety zone. A minimum three-foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Where railings, walls and/or other barriers are not provided along the water's edge, waterfront users should be warned when coming close to the water with a minimum three-foot wide safety zone consisting of a rough textured surface that discourages walking.

(ii) Paving within the safety zone shall be a type of cobble stone with "river rock," approximately three-quarters to one and one-half inches in diameter, set in concrete leaving a relief of one-quarter to one-half inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum three feet wide with trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately 20 to 25 feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two feet in height. Landscape lighting may be provided to accentuate trees or palms in this area.

(iv) In areas between the planting beds, a minimum three-foot wide uniform exposed aggregate finish such as a river rock or other textured surface shall be provided to warn pedestrians of the water's edge meeting Americans with Disabilities Standards.

(v) Bollard lighting within the textured surface adjacent to the circulation zone shall be installed to provide pedestrian/pathway lighting. Bollards shall be evenly spaced at the same spacing as trees, when present, or approximately 20 to 25 feet on center.

(d) *Circulation zone.* A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 19 feet.

i. The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the 25-foot shoreline setback.

(i) Offsets in the alignment of the walkway are permitted.

(ii) The circulation zone shall align with previously completed portions of the Island Walk on adjacent parcels.

(iii) The passive zone shall follow the path of the circulation zone.

(iv) The safety zone shall follow the edge of the sea wall.

ii. Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

iv. The circulation zone shall feature a distinctive paving pattern throughout the length of the Island Walk. The pattern shall be approved by the Village Manager.

v. The promenade surface shall be at a constant elevation and shall be accessible to handicapped persons throughout the entire length of the

waterfront. Where slopes are required to harmonize with existing conditions, the slope shall be less than 1:20, if possible, so as to avoid handrails.

(e) *Passive zone.* A minimum three-foot wide area located along the inland side of the circulation zone, interspersed with shade trees, low level plantings, site furniture, lighting, accessories, and concessions.

i. Short lengths of the passive zone not to exceed ten feet each may be elevated up to 36 inches above the level of the promenade for plantings, seating, and enhanced bay views.

ii. Benches may have back rests, and their placement shall emphasize direct views of the water.

iii. Site furniture may include overhead canopies, concessions, etc. and shall be confined to this zone. All furniture shall be permanently installed preferably by direct burial in concrete.

iv. Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and landscape lighting. Appropriate additional furniture including overhead canopies or shelters, drinking fountains, etc., shall be confined to the passive zone.

v. The passive zone may be paved in plain concrete or the paver on the main circulation zone.

vi. Where the transition zone has active uses, connections shall be provided between the transition zone and the circulation zone.

(f) *Transition zone.* A maximum seven-foot wide zone that is the balance of the waterfront setback that is not part of the Island Walk easement. Typically, it is located on the landward side of the easement fronting the building, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

i. Active uses are allowed and encouraged, including restaurants, outdoor seating, retail shopfronts, and kiosks/stands for food and retail sales and rental of recreational equipment.

ii. Where the building features active uses, these shall be connected to the Island Walk. They shall not be screened visually, except as required for outdoor dining, preferably by means of planters with hedges or other plant materials.

iii. The entire transition zone may be paved but it is not required to be. The paving should be flush with the Island Walk, pervious and feature a pattern distinct from the circulation zone.

iv. If landscaped, the grade may be flush with the Island walk or elevated.

v. Security to limit public access to private property may be provided by fences, grade changes or retaining walls. All screens and walls shall be landscaped to reduce their visual impact on the walkway.

vi. For adjacent developments that serve the public (i.e., restaurants, shops, hotels, entertainment, etc.) provision of wide, visible, and easy pedestrian access to the waterfront shall be assured.

vii. In general, landscaping and security barriers shall not visually screen the waterfront from adjacent active uses, such as retail restaurants, or entertainment.

(g) Exceptions.

i. The path of the Island Walk, it may be constructed over the water. The overwater version shall follow the same dimensions and include the same zones as described in the design standards for the Island Walk and shall be in addition to the minimum 18 foot width of the upland side of the seawall.

(h) Standards and guidelines for design elements.

i. Landscaping.

(i) Plant material shall be salt-tolerant and primarily native or Florida-friendly.

(ii) Royal Palms or shade trees shall be planted along the safety zone

(iii) Shade trees shall be planted within the passive and transition zones spaced approximately 20 to 25 feet on center.

(iv) Low-level plantings, including shrubs, low shrubs, and groundcovers, should be planted at the base of trees and palms to enhance Island Walk aesthetics and to help buffer the walkway perimeters.

(v) Raised planters, if used, shall be confined to the passive zone, and planter walls shall double as sitting walls, 18 to 24 inches in height.

ii. Lighting.

(i) Lighting at the water's edge shall be confined to bollards, which shall be 24 to 30 inches high and spaced approximately 20 to 25 feet on center.

(ii) Bollards shall be illuminated with 100 watt LED lamps with down illumination not extending beyond the sea wall line.

(iii) Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over 14 feet high, 175-watt LED, and spaced approximately 40 to 50 feet on center.

(iv) Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

(v) The color temperature of lamps shall be no more than 2,700K.

(vi) Colored lighting, shall not be used for primary lighting but may be used for signs and accent lighting.

(vii) Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

iii. Signage.

(i) All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

(ii) All major public access points, including park walkways, roadways, dedicated crossblock passages and public plazas, shall be marked

with a standard Island Walk identification sign, to be specified by the Village.

(i) Adjacent accessible publicly oriented private development, such as cafes or shops, shall identify the use with signage in the transition zone. See shopfront standards in Section A.2.E and signage standards in Section A.2.F.

(ii) Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

(iii) Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(3) View corridors.

(a) Purpose and intent. The purpose of a view corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Woonerf-type shared space that prioritizes the pedestrian experience over vehicles. The view corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view. In the Sunbeam NBV various view corridors shall be provided and visual access will be secured by maintaining a minimum two story high clearance zone through the length of the view corridor.

(b) The width of view corridors in the aggregate shall equal 20 percent of the northern parcel frontage to be provided in various individual corridors each measuring a minimum width of 20 feet as indicated in the table and illustrations in Section A.7.C.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than four feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 20 minutes. Turning movements associated with access to loading docks are allowed.

(i) Vehicular traffic shall be controlled with paving patterns, bollards, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3.A.2.e.

(4) Island Walk public access walkways.

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a five-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional paseos or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(f) The easement shall be indicated on the submittals for the Special Area Plan Permit approval process and recorded with the Village.

(5) *Waterfront sites.* For additional standards, see Chapter 9, Division 5, Design Standards for Coastal Sites.

h. Ambient standards.

(1) Noise regulations shall be as established in the Village Code of Ordinances.

(2) Average lighting levels measured at the building frontage shall not exceed 20 foot-candles.

(3) Lighting of building and contingent open spaces shall be compatible with street lighting of abutting public spaces. Interior garage lighting fixtures shall not be visible from streets, view corridors or the water.

(4) The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

i. Tables and illustrations specific to zones.

(1) For south sector, refer to Section A.7.B.

(2) For north sector, refer to Section A.7.C.

(3) For Section Detail Illustration, refer to Section A.7.D.

(4) For design review criteria table, refer to Section A.7.I.

§ A.4 Definitions.

This Section provides definitions for terms in appendix A, Sunbeam NBV SAP, that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to Chapter 3 for definitions of terms that are pertinent to other chapters of this Code. If a term is not defined in this Section or Chapter 3, the Village Manager or his/her designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this Section, this Section shall take precedence.

A. *Definitions of building function (uses).* See Section A.7.A, Building Function (Uses) and Parking Requirements Table.

1. *Residential.* This category is intended to encompass land use functions predominantly of permanent housing.

Community residence. A "resident," for the purpose of a community residence, may include any persons as defined in the following statutes.

- A disabled adult or frail elder as defined in Section 429.65(8) and (9), Florida Statutes

- A physically disabled or handicapped person as defined in Section 760.22(7), Florida Statutes
- A developmentally disabled person as defined in Section 393.063(12), Florida Statutes
- A child as defined in Section 39.01(12), Florida Statutes

(a) A Dwelling unit of six or fewer residents that meet the definition in Section 419.001, Florida Statutes, for a "community residential home" of such size; or

(b) A dwelling unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents, as defined in Section 419.001, Florida Statutes; or

(c) An adult family-care home as defined in Section 429.65, Florida Statutes, which provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, forno more than five disabled adults or frail elders who are not relatives.

Accessory dwelling unit (ADU). A dwelling unit sharing ownership and utility connections with a primary building and contained on the same lot. An accessory dwelling unit may be attached by a backbuilding or detached from the primary building, and the unit shall not count towards maximum density calculations. Also known as an accessory unit, ancillary unit or ancillary dwelling unit.

Two family-housing. Two dwelling units sharing a detached building, each dwelling unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-family housing. A building or portion thereof, containing three or more dwelling units where each unit has direct access to the outside or to a common hall. A multi-family structure where dwelling units are available for lease or rent for less than one month shall be considered lodging.

Dormitory. A building used primarily for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home office. A space within a dwelling unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in use to the residence, that does not alter the exterior of the property or affect the residential character of the neighborhood, and that meets all legal requirements of the business.

Live-work. A dwelling unit that contains a commercial or office component which is limited to a maximum 50 percent of the dwelling unit area.

Rowhouse. A rearyard building type. A single-family dwelling with common walls on the side lot lines, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards. Synonym townhouse, terrace house.

Townhouse. See rowhouse.

2. *Lodging.* This category is intended to encompass land use functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: A lodging unit is a furnished room of a minimum 200 square feet that includes sanitary facilities, and that may include a kitchenette.

Bed and breakfast. A group of lodging units not to exceed ten units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed 25 units that may provide services for dining, meeting and recreation.

Hotel. A group of lodging units exceeding 25 units that may provide services for dining, meeting, and recreation.

3. *Office.* This category is intended to encompass land use functions predominantly related to business, professions, service, or government.

Office. A building or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

4. *Commercial.* This category is intended to encompass land use functions of retail, service, entertainment, or recreational establishments and supporting office.

Auto-related commercial establishment. A place of business serving auto-related needs including, but not limited to car rental, car wash, gas station, mechanic offering minor repairs, retail sales such as auto parts, tire store, indoor car sales. Uses not included: Major mechanical work; body work; painting; steam cleaning; welding; outdoor car sales; storage of automobiles not in operating condition; commercial parking lot or commercial garage; or any work involving undue noise, glare, fumes or smoke, all of which are considered auto-related industrial activities.

Entertainment establishment. A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: Entertainment establishment, adult.

Entertainment establishment, adult. A place of business that sells, rents, leases, trades, barters, operates on commission or fee, purveys, displays, or offers only to or for adults products, goods of any nature, images, reproductions, activities, opportunities for experiences or encounters, moving or still pictures, entertainment, or amusement distinguished by purpose and emphasis on matters depicting, describing, or relating by any means of communication from one person to another to "specified sexual activities" or "specified anatomical areas" as herein defined. An adult entertainment or adult service establishment is not open to the public generally but only to one or more classes of the public, excluding any person under 18 years of age. It is the intent of this definition that determination as to whether or not a specific establishment or activity falls within the context of regulation in this Code shall be based upon the activity therein conducted or proposed to be conducted as set out above and in these regulations shall not depend upon the name or title of the establishment used or proposed. Thus, the terms "adult bookstore," "adult massage parlor," "adult motion picture theater," "adult private dancing," and "adult escort service" are encompassed within this definition of "adult entertainment or services," but the term "adult entertainment or adult services" is not to be deemed limited by the enunciation of specific activities listed before.

Food service establishment. A place of business dedicated to the preparation and sale of food and beverage for immediate consumption on or off site.

Alcohol service establishment. A place of business selling alcoholic beverages for consumption on the premises, and where the sale of food may be incidental to the sale of such beverages. This includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a use. Alcohol beverage service establishments may include, but are not limited to bars, taverns, cocktail lounges, nightclubs, or supper clubs.

General commercial. A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal

from the premises by the purchaser. General commercial goods include, but are not limited to, clothing, food, furniture, pharmaceuticals, books, art objects and the like. General commercial services include, but are not limited to, barber shops; beauty salons; travel agencies; fortune tellers; retail dry cleaning; express delivery service; health spas and fitness studios; photo studios; funeral homes; animal clinics; repair service establishments, employment office; and the like. General commercial services exclude: Auto-related or marine-related establishments; commercial storage facilities, pawn shops, and the like.

Marine-related commercial establishment. A place of business serving marine-related needs, including but not limited to, boat repairs, boat storage, boat servicing, boat rentals; or a place of business provides marine-related retail, including but not limited to, bait and tackle stores, boat sales, and marine supplies stores. Uses not included are; all industrial vessel paint and body work; and industrial major engine work or overhaul, all of which are considered marine-related industrial activities.

Open air retail. A retail sales establishment operated substantially in the open air including, but not limited to farmers market, flea markets, and the like. Uses not included are car sales, equipment sales, boats sales, and home and garden supplies and equipment.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Recreational establishment. A place of business providing group leisure activities, often requiring equipment and open to the public with or without entry or activity fees. This may include, but is not limited to game courts, skating rinks, bowling alleys, commercial golf facility, gyms or sports rooms.

Self-storage facility. A building or portion thereof segregated into storage cubicles used exclusively for the dead storage of excess property. Such term shall not include the conduct of business activities other than rental of storage units on the premises nor allow outside storage of property.

5. *Civic.* This category is intended to encompass land use functions predominantly of community-oriented purposes or objectives including those of not-for-profit organizations dedicated to arts and culture, education, recreation, religion, government, and the like.

Community facility. A non-commercial facility established primarily for the benefit and service of the general public of the community in which it is located. Such facilities include but are not limited to community centers; community rooms; North Bay Village offices; and cultural facilities, such as libraries and museums.

Recreational facility. A non-commercial facility, primarily an open space, serving the recreation needs of the general public. This may include but is not limited to golf courses, parks, camping facilities, playfields, and playgrounds.

Religious facility. A facility used for regular organized religious worship and related activities.

Regional activity complex. A large facility encompassing at least one principal building with possible accessory structures designed and outfitted as a venue for large assemblies, performances, or events intended to serve as a regional destination. Regional activity complexes shall be located in parcels larger than four acres; shall be equipped to provide permanents seating for more than 4,000 patrons or provide more than 100,000 square feet of exhibition space, and shall provide off-street parking for more than 1,000 vehicles.

6. *Civil Support.* This category is intended to encompass land uses predominantly supportive of other urban uses and functions.

Community support facility. A facility providing basic services, for the benefit and service of the population of the community in which it is located. Such facilities may include but are not limited to police and fire stations, extended care facilities, nursing homes, convalescent homes, continuing care facility, and assisted living facility or adult daycare center as defined by Chapter 429, Florida Statutes.

Infrastructure and utilities. A facility or structure related to the provision of roads, pedestrian bridges, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

Major facility. A large facility of an institutional nature including but not limited to hospitals, public health and social service facilities, research facilities, shelters, judicial buildings, jails, detention facilities, work camps, cemeteries, mausoleums, ambulance services, pharmaceutical laboratories, or the like.

Marina. A facility for storage, servicing, fueling, berthing, or securing of boats. The use does not include marine-related industrial activities.

Public parking. A parking facility available to the general public for parking motor vehicles, including parking lots or garages.

Rescue mission. A facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food services provisions, counseling, instruction, medical services, and other incidental services.

Transit facility. A facility providing accommodations by public, private, or nonprofit entities for the conveyance of persons from one place to another by means of a transportation system, including but not limited to bus terminal, railroad station, freight terminal, airport, helistop or seaport.

7. *Educational.* This category is intended to encompass land use functions connected with providing education, training, or care of children and students of all ages.

Childcare. A facility where six or more children are cared for on a part-time basis by day or by night including after-school care. The term does not include community based residential facilities, family care homes, foster homes, group homes, rehabilitation or detention centers, orphanages, or other places operating primarily for remedial care.

College/university. A facility for post-secondary education that grants associate, bachelor, master or doctoral degrees, and may include research functions or professional schools.

Elementary school. A facility offering instruction at the elementary school level.

Learning center. A facility offering to students training, tutoring or instruction in subjects such as languages, music, fine arts or dance. This may include provision of electronic testing and distance learning.

Middle/high school. A facility offering instruction at the middle or high school level.

Pre-school. A facility offering care and instruction of children who are pre-elementary school age.

Research facility. A facility for research and development that does not involve the use of human testing, animal husbandry, incinerators, heavy equipment, mass manufacturing, fabrication, processing, or sale of products. Any facility involving human testing, animal husbandry, and the use of incinerators shall be considered a major facility.

Special training/vocational. A facility offering instruction or training in trades or occupations such as secretarial, paralegal, business, beauty, barber, bartender, acupuncture,

massage, design, fine arts, music and dance or other similar vocations. This classification excludes training and education in any activity that is not otherwise permitted in the zone.

8. *Industrial.* This category is intended to encompass land use functions connected with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs. Residential uses are not permitted except for live-aboard in commercial marinas, and limited work-live uses.

B. *Definitions of terms.*

A-frame sign. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).

Abandoned sign. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six months.

Abutting. To reach or touch; to touch at the end or be contiguous with; join at a border or boundary; terminate on. Abutting properties include properties across a street or alley.

Accessory building. A building separate from and subordinate to the principal building on a lot and used for purposes incidental to those of the principal building. Synonym backyard cottage, garage apartment, granny flat, ancillary apartment.

Accessory dwelling unit (ADU). See accessory dwelling unit, in Section A.4.A.1.

Accessory unit. See accessory dwelling unit.

Address plaque. A small sign mounted to the front or side of a building at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.

Albedo. The ratio of light reflected by a surface.

Allee. A regularly spaced and aligned row of trees usually planted along a street or pedestrian passage.

Alley. A thoroughfare (not officially designated as a street) designated by a recorded plat, deed, or legal instrument, to be a secondary means of vehicular access to the rear or side of properties otherwise abutting a street; an alley may connect to a vehicular driveway located to the rear of lots providing access to outbuildings, service areas and parking, and containing utility easements.

Arcade. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a substantial, masonry colonnade with or without arches supporting habitable space above. Compare to gallery.

Arcade frontage. See Section A.6.A, Frontage Types Table. A private frontage conventionally for retail use wherein the facade is a colonnade that overlaps the sidewalk, while the facade at the sidewalk level remains at the frontage line. The covered pedestrian way is within the building and there is habitable space above.

Architectural features. Prominent or significant parts or elements of a building or structure.

Architectural screening. A decorative architectural element which may be incorporated into or applied to a building's facade to provide visual texture or layering; add permeability; regulate light, thermal, and/or sound; and provide privacy control or optical filtering. Screens come in a wide variety of materials, designs, and styles. See also screening.

Average sidewalk elevation. The average of the record profile grade elevation of each of the streets abutting a development, as determined and on file with North Bay Village Works Department.

Awning. A movable roof-like structure, cantilevered or otherwise entirely supported from a building, used to shade or screen windows or doors.

Awning sign. A sign painted on, printed on, or applied to an awning.

Backbuilding. A single-story structure with a maximum width of 12 feet connecting a primary building to an outbuilding.

Balcony. An unenclosed habitable structure cantilevered from a facade or building elevation.

Band sign. See wall sign.

Banner sign. A sign consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a structure, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.

Base building line. The officially mapped street lines. Lines so established may fall within the boundaries of lots and shall be used instead of the lot lines adjacent to the streets in determining the layers and setbacks.

Base flood. The 100-year flood, i.e., the flood that is estimated by FEMA to have a one percent chance of occurring in any given year. This is the event that is used by the National Flood Insurance Program (NFIP) for determining flood risk and for emergency planning purposes.

Base flood elevation (BFE). The estimated elevation of the base flood within a particular zone, as listed on the FEMA flood map and periodically updated based on new data and improved technology.

Basement. A story with its finished floor at least 5 feet below the elevation of the Front Yard and the Island Walk. It shall be excluded from FLR calculations.

Bay window. An architectural feature of habitable space with large windows that projects beyond the exterior wall of a building. The exterior walls shall be at least 50 percent glass.

Bed and breakfast. See Section A.4.A.2, Lodging Use.

Bicycle lane. A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

Bicycle rack space. Parking space for any two-wheel alternative mode of transportation including: Bicycle, scooter, motorcycle, Segway®, etc.

Bicycle route. A thoroughfare designated for shared use of bicycles and automobiles.

Billboard. A sign which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a building.

Block. The aggregate of private lots, passages, rear lanes and alleys, the perimeter of which abuts thoroughfares.

Build-to line. A line established within a given lot indicating where the outer edge of a structure must be located.

Building. Any structure having a solid roof intended for shelter or enclosing of persons, animals, chattels, property, equipment or a process of any kind or nature, excluding freestanding tents, freestanding awnings, and cabanas and screened enclosures.

Building Code. The State of Florida Building Code.

Building configuration. The form of a building, based on its massing, private frontage, and height.

Building height. The vertical extent of a building measured in feet.

Bulkhead (in the context of sea walls). Synonym for sea wall. Definition forthcoming. A vertical wall which separates a body of water from adjacent land.

Bulkhead (in the context of shopfronts). A low wall on a shopfront between the sidewalk grade and the shopfront windows typically between 18 and 30 inches in height.

Canopy. A multi-sided overhead architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building supported by columns at additional points, or freestanding, with or without signage.

Canopy sign. A sign that is part of, or attached to, a canopy.

Cap (in the context of sea walls). A box structure which ties together a seawall at the top.

Civic. Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See Section A.4.A.5.

Civic building. A building designed specifically for a civic function.

Clearance. The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal clear distance between two objects.

Clear window. The glass surface of a window that allows visual permeability without tinting or screening.

Civic Space. An area accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes and specifically for Civic, Civil Support or Educational Uses, for purposes of compliance with requirements set forth in Section A.2.G.1.

Code. The NBV 100 Code. May also be referred to herein as this Code.

Commercial. See Section A.4.A.4.

Commercial rental sign. See real estate sign.

Common lawn. A frontage yard type with a deep setback, remaining unfenced and visually continuous with abutting yards, supporting a common landscape that may be densely planted to buffer from high-speed streets. See Section A.6.A, Frontage Types Table.

Community residence. See Section A.4.A.1, Residential Use.

Comprehensive Plan. The North Bay Village adopted Comprehensive Plan.

Configuration. The form of a building based on its massing, private frontage and height.

Construction sign. Nonilluminated sings that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site.

Corner sign. A sign mounted perpendicularly from a building edge along two frontages positioned at an equal degree to both frontages.

Cross-block passage. See passage.

Crown of road. The elevation of the crown of road. Refer to the Department of Public Works.

Density. The number of dwelling units within a standard measure of land area, usually given as units per acre.

District. See form-based district.

Dock. See pier.

Dormitory. See Section A.4.A.1, Residential Use.

Dwelling unit. Residence of a single housekeeping unit.

Easement. A legal instrument, in a form approved by the Village Attorney and recorded in the county and Village records, that allows access through real property of the conveyor.

Eave. The edge of the roof that meets or overhangs the walls of a building.

Ecotone. A region of transition between two biological communities.

Electric vehicle (EV). A vehicle which is powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and which may include a nonelectrical source of power designed to charge batteries and components thereof.

Elevation, building. An exterior wall of a building not along a frontage line. See facade.

Elevation, floor. Height of floor level.

Electronic message center (EMC) sign. A sign, or portion thereof, that consists of electronically changeable alphanumeric text.

Encroachment. Building element permissible within required setback.

Enfront. To place an element along a frontage, as in "arcades enfront the street."

Entrance, primary. The main point of access for pedestrians into a building. It shall remain open and unobstructed during regular business open.

Entry height. The maximum or minimum vertical dimension from the side-walk level measured from the midpoint of the lot frontage to the entry floor of a building. Garages and outbuildings are exempt from this requirement.

Estate sale sign. A temporary sign advertising a home sale of household goods.

Exception. A permit for a deviation from the uses allowed by this Code requiring a public hearing. See Chapter 4, Section 4.4.

Facade. An exterior wall of a building that is set along a frontage line. All sides of a tower shall be treated as facades. See elevation, building.

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line.

FEMA. Federal Emergency Management Agency.

Finished grade. The final elevation of the average ground level adjoining a building at all exterior walls after development.

Finished floor level. The top of the structural floor members of the habitable spaces. See also Section A.3.A.2.

Flood insurance rate map (FIRM). Provides information on flood risk including flood zones and BFE.

Flag sign. A sign printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

Flood-proofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents. Flood-proofing shall be certified by an engineer.

Floorplate. The total indoor and outdoor floor area of any given story of a building measured to the exterior of the wall or balcony.

Floor. See story.

Floor area. The floor area within the inside perimeter of the outside walls of the building including hallways, stairs, closets, thickness of walls, columns and other features, and parking and loading areas, and excluding only interior atria and open-air spaces such as exterior corridors, porches, balconies and roof areas. Also means building or development capacity.

Floor lot ratio (FLR). The multiplier applied to the net lot area that determines the maximum floor area allowed above grade in a given transect zone. The maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Food service establishment. See Section A.4.A.4, Commercial Use.

For sale sign. See real estate sign.

Forecourt. A three-sided courtyard on the front of a building that opens on one side to a thoroughfare or public right-of-way. Typically, the primary entrance is located in the forecourt. See Section A.6.A, Frontage Types Table.

Form-based code. A code that specifies form of the buildings graphically. Form-based codes generally prescribe building types, frontages, and other characteristics while loosening restrictions on use. They do this by making use of the ability of harmonious urbanism and architecture to overcome objections to mixed-use.

Form-based district. An area composed of transect zones.

Freeboard. Minimum required additional height above the BFE that constitutes a factor of safety required by FEMA, typically at least one foot in A zones and five feet in V zones. (See also Chapter 10, Section 10.2.)

Frontage. The area between a building facade and the vehicular lanes of a thoroughfare or the pavement of a pedestrian passage.

Frontage, building. Synonym for facade.

Frontage, pedestrian. That frontage facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the street.

Frontage, primary (principal). That frontage facing the public space such as a thoroughfare of higher pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage, private. The layer between the frontage line and the primary building facade. The structures and landscaping within the private frontage may be held to specific standards regarding the depth of the setback and the combination of architectural elements such as fences, stoops, porches and galleries.

Frontage, public. The area between the curb of the vehicular lanes and the frontage line. Elements of the public frontage include the curb, sidewalk, planter, street tree, streetlight, street furniture, etc.

Frontage, retail. Frontage that intended for retail use.

Frontage, secondary. That frontage facing the public space such as a thoroughfare that is of lesser pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage line. Property line or base building line abutting a public space, such as a plaza or thoroughfare, whether at the front, rear, or side of a lot. Facades parallel to frontage lines define the public realm and are therefore more regulated than the elevations that coincide with other lot lines.

Function. The land use allowed on property according to this Code.

Future crown of road. The highest projected elevation of the crown of road after the thoroughfare has been raised. Refer to the Stormwater Management Plan of the Department of Public Works for data.

Gallery. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a light, metal colonnade with no habitable space above. See Gallery Frontage Type in Section A.6.A, Frontage Types Table. Compare to arcade.

Gallery frontage. See Section A.6.A, Frontage Types Table.

Green space. An open space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

Green wall. Refer to Chapter 3 and Chapter 9, Division 4, Landscaping. Green walls are also referred to as living or vegetated walls. See also screening.

Ground floor. Synonym for first story.

Ground sign. A freestanding single or double-faced sign that is placed on or anchored in the ground.

Habitable rooms. Rooms designed and used for living, sleeping, eating, cooking, or working or combinations thereof. Bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility spaces, basement recreation rooms, and similar areas are not considered habitable rooms.

Habitable space. Building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Hanging sign. A single or double-sided sign suspended from the underside of a canopy, awning, or structure contained wholly underneath the overhead structure.

Height. See building height.

Home office. See Section A.4.A.1, Residential Use.

Hotel. See Section A.4.A.2, Lodging Use.

Inn. See Section A.4.A.2, Lodging Use.

Intensity. The magnitude of development measured by floor lot ratio permitted in the restricted, limited and open categories of a transect zone.

Island Walk. The public shoreline walkway in North Bay Village, formerly known as the Baywalk.

Kiosk. A booth, stand, or similar structure situated outdoors or affixed to the exterior of another structure at which goods or services are marketed. It does not include a structure serving the same purpose which is located within a primary structure, such as a hotel, retail establishment, restaurant, or the like.

Kitchen. A room or area inside a building fully equipped with all the standard cooking appliances including: A sink, stovetop, oven, and refrigerator.

Kitchenette. A room or area inside a building partially equipped with standard cooking appliances, including: A sink, stovetop, and refrigerator, but excluding an oven.

Layer. An area of a lot which comprises a strip of land parallel to a frontage line within which certain elements are allowed or disallowed, as regulated in this Code. A layer is typically specified as being the first, second, or third layer. See Section A.6.B, Definitions Illustrated Table.

Layer, first. The layer between the base building line and the required setback including the private frontage. It is the most visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, second. The layer behind the first layer starting at the setback which includes that portion of the building which enfronts the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, third. The layer beyond the first and second layers towards the rear of the lot. It is the least visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Letter height. The height of a letter from its bottom to its top, including any shadow lines which are constructed as part of the sign.

Level. Synonym for story.

Liner. A building or part of a building with habitable space specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, parking garage or storage facility.

Livability. See Section A.1.B.2.a.

Live-work. See Section A.4.A.1, Residential Uses.

Living sea wall. Concrete modules that are attached to existing seawalls that mimic natural shapes, which help to disperse wave action, create marine habitat, and increase biodiversity.

Living shoreline. A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

Living wall. See green wall.

Loading berth. See loading space.

Loading space. An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

Lot. A lot is any individual lot, tract or parcel of land, intended as a single building site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A lot may also be any combination of lots, tracts, parcels or other areas of land established by acceptable legal joinder, delineated by a closed boundary and assigned a number, letter or other name through which it may be identified, intended as a single unit for development purposes.

Lot area. Lot area shall be the area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Net Lot Area.

Lot, corner. A lot or parcel of land abutting two or more thoroughfares at their Intersection , or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Lot coverage. The area of the lot occupied by all buildings, excluding structures such as decks, pools, and trellises.

Lot, interior. A lot abutting only one thoroughfare.

Lot line. The boundary that legally and geometrically demarcates a lot.

Lot width. The length of the narrowest dimension frontage line of a lot.

Marquee. A permanent roof-like structure supported by a wall of a structure but having no relationship to the roof structure, generally designed and constructed for protection against weather.

Marquee sign. A sign attached to a marquee.

Master plan. A plan for a locality, embracing both the spheres of physical development and policy. A master plan is generally accepted by a legislative body but is not in itself a regulatory document.

Mezzanine. An intermediate, partial floor that projects between main floors of a building and it is counted among the overall floors of a building.

Mean sea level (MSL). Average sea level, commonly referred to as sea level.

Micro unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Multi-family housing. See Section A.4.A.1, Residential Use.

Mixed-use. Multiple functions within the same building or within the same area through superimposition or adjacency.

Mural. Artwork applied to the wall of a building, which covers all or most of the wall. Where a mural contains a commercial message, it shall be considered a wall sign.

NBV100. Master Plan for North Bay Village.

Net Lot Area. The area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Lot Area.

Nonconforming sign. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

Open house/model home sign. See real estate sign.

Open space. Any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation.

Outbuilding. A building usually located towards the rear of the same lot as a primary building. It is sometimes connected to the primary building by a backbuilding.

Parking area. Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential uses, and thoroughfares.

Parking garage or *parking structure.* A structure containing vehicular parking, including mechanical parking systems.

Parking, off-site. Spaces provided for vehicles and located outside of the boundaries of the lots to be served.

Parking, off-street. Any land area designed and used for parking motor vehicles including parking lots and garages, driveways and garages serving residential uses, but excluding areas of thoroughfares.

Parking, shared. The policy wherein day/night and weekday/weekend schedules allow the parking to be shared by more than one use or building.

Parking, tandem. The placement of vehicles one behind the other as opposed to side by side.

Paseo. See passage.

Passage. A pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to frontages. They are public open spaces restricted to pedestrian use that also connect thoroughfares and other public use spaces.

Pedestal. In T6 zones, that portion of a building up to and including the seventh story or 100 feet. Also known as podium.

Pedestrian passage. See passage.

Pervious pavement system. A porous surface system with a stabilized base that allows water from precipitation and other sources to pass directly through, thereby reducing the runoff from a site, allowing groundwater recharge, and naturally cooling the surface through evaporation of water from pavement voids or from beneath.

Pier. A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

Planter. The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Plaza. An open space or frontage type available for civic purposes and programmed activities. A plaza shall be spatially defined by building frontages and may include street frontages. Its landscape shall consist primarily of pavement and trees. Plazas shall be located at the Intersection of important thoroughfares.

Political sign. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

Porch. An open-air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Porch and fence frontage. See Section A.6.A, Frontage Types Table.

Primary building. A structure used to enclose or house the primary use(s) located on a lot; or the main building on a lot, usually located toward the front.

Primary dwelling unit. See single-family residence.

Primary frontage line. A line established within a given lot indicating where the front facade of a structure must be located. (Also build-to line.)

Principal. Synonym for primary.

Projecting sign. A building-mounted, double-sided sign which is mounted perpendicular to a building's facade.

Promenade. A controlled pedestrian sequence designed to be aesthetic, as opposed to an itinerary, which is a controlled sequence without such ambition. A promenade is usually a sequence within a park, sometimes along a waterfront.

Property line. Demarcation of private property ownership.

Prosperity. See Section A.1.B.2.c.

Public parking. See Section A.4.A.6., Civil Support Use.

PZB. The Planning and Zoning Board of North Bay Village.

Real estate sign. A sign depicting sale or lease of a property on the premises of the property being advertised.

Recreational watercraft. A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

Regulating Plan. The Form-Based Districts Regulating Plan of North Bay Village. See Section A.1.D, Form-Based District Regulating Plan and Appendix A.

Rental. See real estate sign.

Residential use. See Section A.4.A.1.

Residential construction sign. See construction sign.

Resiliency. The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Retail. A business providing the sale and display of goods or sale of services directly to the consumer. Retail goods include: Clothing, food, furniture, pharmaceuticals, books, used goods, and works of art. General retail services include, but are not limited to: Barber shops, beauty salons, travel agencies, retail banking, real estate agents, retail dry cleaning, laundromats, photo studios, and repair services establishments for small domestic products.

Retail frontage line. Frontage lines designated on a special area plan that require the ground level to be available for retail use.

Right-of-way, public. That land held in trust by the Village between the base building lines, including the sidewalk, swale and parkway area, and the roadway, street and highway.

Rip rap. Loose stone used to form a foundation for a breakwater or other structure.

ROW. Right-of-way.

Rules of construction. A legal term referring to rules for how the code language is written and how it is to be interpreted. This term should not be confused with the Building Code.

Scale. The spatial relationship among structures along a street or block front, including height, bulk and yard relationships. Scale also refers to the proportional relationship of the size of parts to one another and to the human figure.

Screening. Visually shielding or obscuring one structure or use from another or from a thoroughfare by a liner building, fencing, wall, or densely planted vegetation. See also architectural screening.

Sea level rise (SLR). The average long-term global rise of the ocean surface measured from the center of the earth, as derived from satellite observation.

Sea wall. A wall or embankment made up of a bulkhead and cap erected to prevent the sea from encroaching on or eroding an area of land. See bulkhead.

Setback. The distance from the base building line to the point where a building may be constructed. This area must be maintained clear of permanent structures with the exception of encroachments described in each transect zone.

SF. Square foot.

Shared parking standards. An accounting for parking spaces that are available to more than one function.

Shared use path. A form of infrastructure that supports multiple recreation and transportation opportunities. Users but are not limited to: Bicyclists, in-line skaters, wheelchair users, and pedestrians.

Shopfront. The ground floor facade of a commercial building visible from a street, sidewalk, parking area, or other public way, comprising an entrance to an establishment and display windows. See Section A.2.E, Shopfront Standards.

Shopfront frontage. See Section A.6.A, Frontage Types Table.

Sidewalk. The paved layer of the public frontage dedicated exclusively to pedestrian activity.

Sign. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.

Sign band. A horizontal component of a shopfront to accommodate band signs located above transom and shopfront windows and below the transition band.

Sign area. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

Sign copy. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

Special Area Plan Permit. The permit process for the implementation of phases within the Sunbeam NBV SAP district granted administratively. See Section A.1.H.

Snipe sign. A sign attached to a tree, pole, stake, fence, public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).

Square. An open space available for unstructured recreation programs and civic purposes. A square is spatially defined by building frontages with streets on at least one frontage. Its landscape shall consist of pavement, lawns, and trees formally disposed. Squares shall be located at the Intersection of important thoroughfares.

Stepback. A recess in the mass of a building above a specified elevation or level. It is measured horizontally from the exterior face of the building below (not from the property line or setback) to the exterior face above.

Stoop. A small, uncovered, exterior stair, most often with a landing, that connects a building entrance to the sidewalk. There may be a ramp in addition to or in place of the stair.

Stoop frontage. See Section A.6.A, Frontage Types Table.

Storefront. Synonym for shopfront.

Story. That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it by which height is measured. Synonymous with floor and level.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and Sidewalks or paths for pedestrians) as well as the amenities of the public frontages (street trees and plantings, benches, streetlights, paving, street furniture, etc.), and the visible private frontages (building facades and building elevations, porches, yards, fences, etc.).

Streetedge. A masking structure stretching along the frontage line or co-planar with the facade, designed to remedy a gap of spatial definition or to mask parking. A streetedge shall consist of one or a combination of the following: A solid masonry streetwall (streetscreen), matching the finish of the primary building; a fence not less than 50 percent opaque; or a dense hedge.

Streetscreen. A freestanding wall required in certain transect zones built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare.

Structure. A structure is anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having fixed location on the ground or on or below the surface of the ground or water.

Sub-Urban Zone or *T3 Zone.* See transect zone (T-Zone). (Reserved)

Terrace. An elevated, uncovered patio along the front of a building, larger than a stoop or stair landing.

Terrace frontage. See Section A.6.A, Frontage Types Table.

Thoroughfare. A vehicular way incorporating moving lanes and parking lanes within a right-of-way as part of an interconnected network for vehicular, pedestrian, and bicycle mobility.

Tower. In T6 Zones that portion of a building that extends above the pedestal.

Tower, waterview. A habitable portion of a building at or above the maximum building height that is intended for views of the water, and which may be used for access to the roof.

Transect. A system of ordering human habitats in a range from the most natural to the most urban. Transect zones describe the physical character of place at any scale, according to the density and intensity of land use and urbanism.

Transect zone (T-Zone). The identification of areas of varying density whose character is determined by the requirements for use, height, setback and the form of building and the form of the enfronting public streetscape. The elements are determined by their location on the transect scale. Transect zones include T1 Natural, T2 Rural, T3 Sub-Urban, T4 Urban General, T5 Urban Center, and T6 Urban Core, CS Civic Space, CI Civic Institutional. T3 through T6 Zones may be subcategorized as Restricted (R), Limited (L), and Open (O).

Transition line. A horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

Trellis. A lattice-pattern frame supporting climbing plants, usually made of wood. A trellis may arch to form a tunnel, be straight as a pergola, or be a screen affixed to a wall.

Two-family residence. See Section A.4.A.1, Residential Use.

Type. A category determined by function, disposition, and configuration, including size or extent, such as thoroughfare types, civic space types, etc.

Understory. The uninhabited ground level of a building designed to allow flood waters to pass through.

Use. The purpose or activity for which land, water or buildings are designed, arranged, or intended, or for which land or buildings are occupied or maintained.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this Code.

Verge. The green space between the sidewalk and the curb in the public right-of-way.

Vessel. Any watercraft, power-driven or not, mobile or stationary, surface, subsurface or hydrofoil, including but not limited to ships, boats, houseboats, air boats, and sea planes, but excluding floating structures.

Vessel, commercial. A vessel built, altered, or used for the primary purpose of engaging in water-related commercial activity, including but not limited to charter boats, fishing boats, cruise ships, and freighters.

Vessel, private pleasure craft. A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official, or scientific vessels. For regulatory purposes, private pleasure craft are divided into two classes. Minor: Under 16 feet in length; major: 16 feet and over in length. Private pleasure craft may or may not contain facilities qualifying them residential use. Where they do contain such facilities, use within the Village limits shall be governed as provided in this Code and other applicable regulations.

Vestibule. A passage, hall, or room between the outer door and the interior of a building.

View corridor. A portion of a lot that allows views of the water from a public thoroughfare. No parking or above-ground structures are allowed within a clearance of two stories. Landscaping must not completely obstruct the view.

Village. North Bay Village.

Village center. Typically comprised of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting streets that are within walking distance for residents who live within and surrounding the core.

Village Code. The Code of Ordinances of North BayVillage.

Waiver. Permits for a minor deviation from the Code, other than for use, granted administratively. See Section 15.1.H.

Wall sign. A sign erected against or painted on the wall of any building, displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

Warning/instructional sign. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

Warrant. A minor use exception granted administratively. See Section 15.1.H.

Wayfinding sign. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

Window sign. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

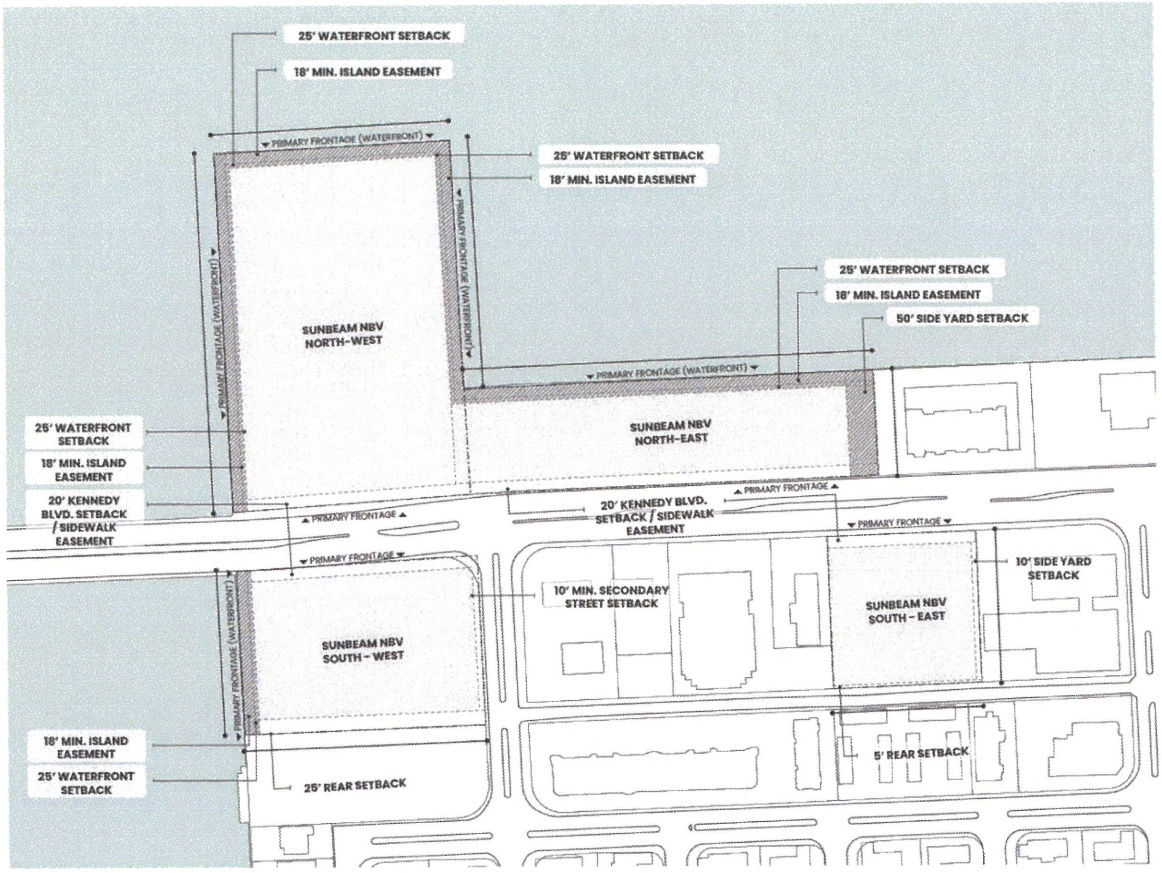
Work-live. A mixed-use unit that contains a commercial, office, or light industrial component. The work component exceeds 50 percent of the dwelling unit area.

Yard sale sign. See garage sale sign.

Yard sign. A freestanding sign placed along a property frontage.

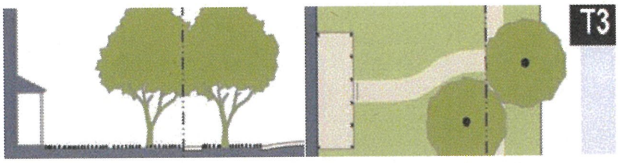
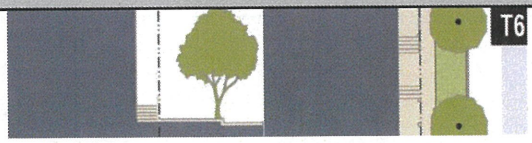
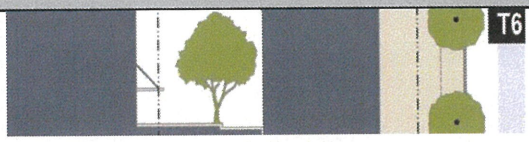
§ A.5 Form-Based Districts Regulating Plan.

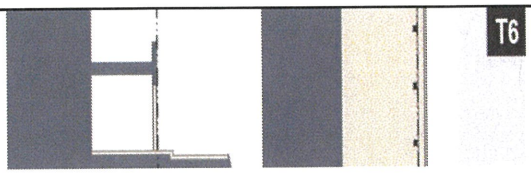
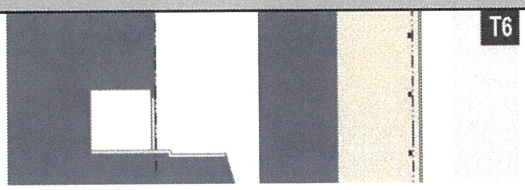
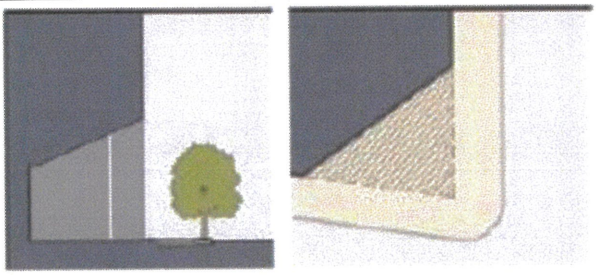
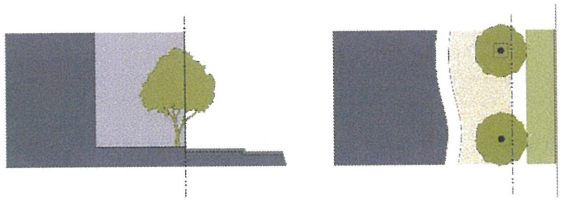
The official Sunbeam NBV SAP Form-Based District Regulating Plan (a.k.a., Sunbeam Regulating Plan) is maintained in the Office of the Village Clerk. Refer to Section A.1 for General Provisions. The Sunbeam NBV SAP form-based district indicated on the Sunbeam Regulating Plan supersedes zoning districts and overlay districts on the North Bay Village Zoning Map.



2. Sunbeam NBV SAP Site Plan

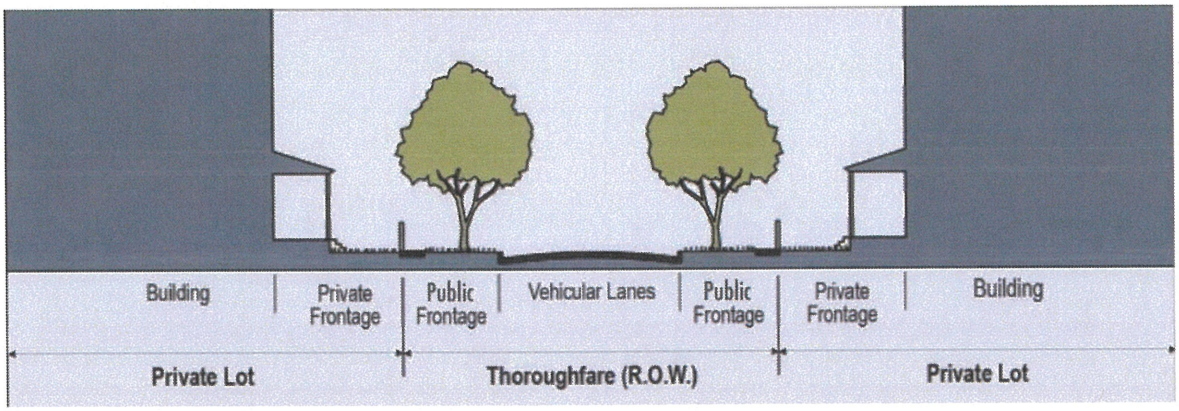
§ A.6.A Frontage Types Table

	SECTION / PLAN LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage
a. Common Lawn. (Reserved)	
A frontage wherein the facade is set back substantially from the frontage line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The setback can be densely landscaped to buffer from higher speed thoroughfares.	
b. Porch and Fence. (Reserved)	
A frontage wherein the facade is set back from the frontage line with an attached porch permitted to encroach. A fence at the frontage line maintains the demarcation of the yard while not blocking view into the front yard.	
c. Terrace.	
A frontage wherein the facade is set back from the frontage line by an elevated terrace. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. The raised terrace is suitable for outdoor cafes.	
d. Forecourt.	
A frontage wherein a portion of the facade is close to the frontage line with a portion set back. The forecourt with a large tree offers visual and environment variety to the urban streetscape.	
e. Stoop.	
A frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.	
f. Shopfront.	
A frontage wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It has substantial glazing at the sidewalk level and an awning that may overhang the sidewalk.	
g. Gallery.	

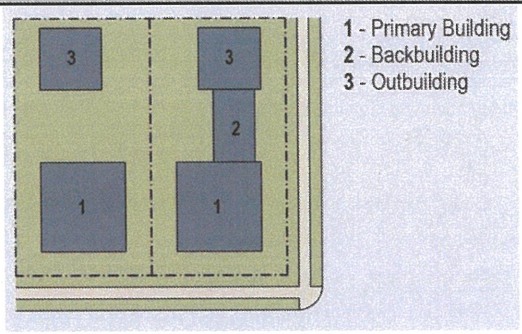
A frontage wherein the facade is aligned at the frontage line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail use. The gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
h. Arcade.	
A frontage wherein the facade is aligned at the frontage line with an open colonnade overlapping the sidewalk. Habitable space is found above the entirety of the arcade for floors two through five. This type is conventional for retail use. The arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
i. Cantilever.	
A Frontage where a portion of the Façade cantilevers beyond the first floor building line including but not limited to an improved public or private outdoor area covered by a structure and open to a Thoroughfare on a minimum of one (1) side. The area below a Cantilever may be an extension of a Civic Space Type or Open Space and may project beyond the Frontage Line.	
j. Plaza.	
A frontage where the facade is setback from the frontage line and the area between the façade and the frontage line is Open Space or Civic Space. Plazas may be landscaped or hardscaped.	

§ A.6.B Definitions Illustrated Table.

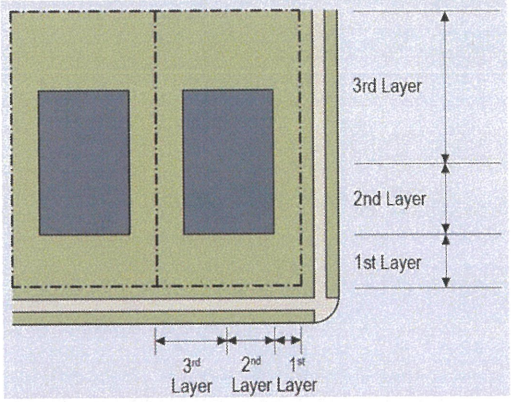
a. Thoroughfare and Frontages.



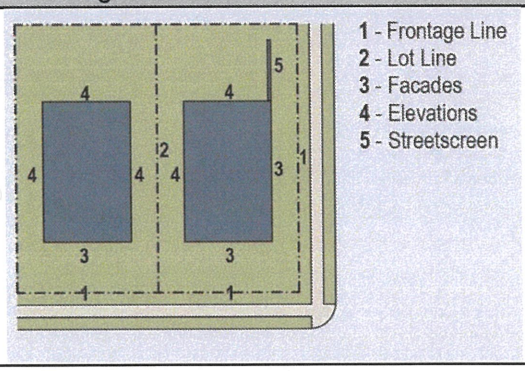
b. Building Disposition



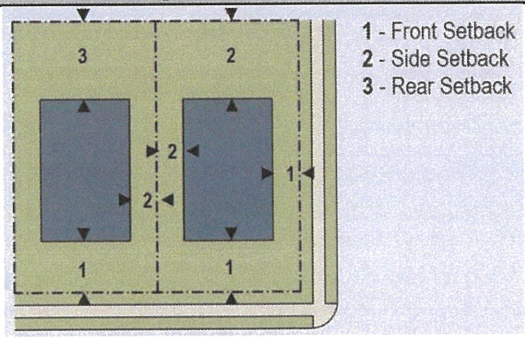
c. Lot Layers.



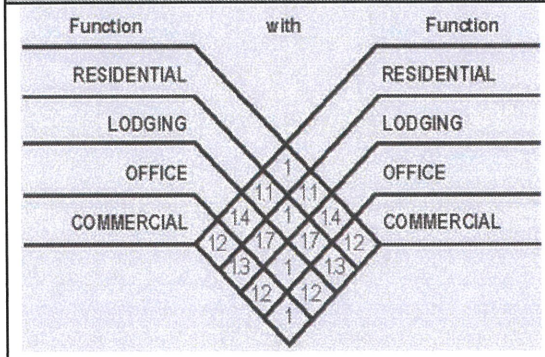
d. Frontage & Lot Lines.



e. Setback Designations.



§ A.6.C Shared Parking Standards Table.

a. Sharing Factor.	
	The Shared Parking Standards Table provides the method for calculating shared parking for buildings with more than one use type. It refers to the parking requirements that appear in Section A.7.A. The parking required for any two functions on a lot is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from this table and adding the result to the greater use parking requirement. For instance: For a building with a residential use requiring 100 spaces and a commercial use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed. Additional sharing is allowed by warrant.

At such time as public transportation such as train, light rail or ferry but not including bus service, is provided, parking requirements may be reduced by thirty (30%) percent pursuant to Section A.7.A.a.

§ A.6.D Loading Berth Standards Table.

USE			NOTES
a. Residential[1]	**From 25,000 sf to 500,000 sf**		**Berth Types** Residential: 240 sf = 10 ft x 20 ft (12 ft high) Commercial: 420 sf = 12 ft x 35 ft (15 ft high) Industrial: 660 sf = 12 ft x 55 ft (15 ft high) [1] Residential loading berths shall be set back a distance equal to their length.
	Berth Size	**Loading Berths**	
	420 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
b. Lodging	**From 25,000 sf to 500,000 sf**		
	Berth Size	**Loading Berths**	
	420 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	

<table>
<tr><td rowspan="8">c. Office,

Commercial,[2]
Industrial[3]</td><td colspan="3">From 25,000 sf to 500,000 sf</td><td rowspan="8">[2] 1 commercial berth may be substituted by 2 residential berths

[3] 1 industrial berth may be substituted by 2 commercial berths.

A required industrial or commercial loading berth may be substituted by a commercial or residential loading berth by waiver if the size, character, and operation of the use is found to not require the dimensions specified and the required loading berth dimension could not otherwise be provided according to the regulations of this Code.</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>420 sf</td><td>1st</td><td>25K sf—50K sf</td></tr>
<tr><td>420 sf</td><td>2nd</td><td>50K sf—100K sf</td></tr>
<tr><td>420 sf</td><td>3rd</td><td>100K sf—250K sf</td></tr>
<tr><td>420 sf</td><td>4th</td><td>250K sf—500K sf</td></tr>
<tr><td colspan="3">Greater than 500,000 sf</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>660 sf</td><td>1 per</td><td>500K sf</td></tr>
</table>

KEY:
sf = square feet
K = 1,000

§ A.6.E Sign Restrictions Table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
a. A-Frame	B	1 per tenant	9 sf. each side	n/a
b. Awning	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
c. Band Sign (Syn. Wall sign)	O	1 per frontage	3 sf. per linear ft.	16 in. on sloping plane; 8 in. on valence
d. Banner	T	1 per event	Per NBV	Per NBV

e. Canopy	P	1 per canopy	2 sf. per linear foot of shopfront	Copy height (max.)
f. Commercial Construction	T	1 per construction site	32 ft.	n/a
g. Corner	P	1 per building	40 sf.	16 in. on sloping plane; 8 in. on valence
h. For Sale	T	1 per lot	3 sf. each side, 60 in. above grade	Per NBV
i. Ground	P	1 per frontage	36 sf. each side	Copy height (max.)
j. Hanging	P	1 per tenant	6 sf. each side	n/a
k. Marquee	P	1 per entry	n/a	16 in. on sloping plane; 8 in. on valence
l. Mural**	P	1 per frontage	n/a	per NBV
m. Projecting	P	1 per tenant	6 sf. each side	Copy height (max.)
n. Open House Estate Sale Model Home	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
o. Window	O	1 per window	25% of glazed area	Per NBV
p. Yard	T	1 per 50 feet of frontage	6 sf. each side	Copy height (max.)

KEY:

P—Permanent; signs do not require removal.

O—Occupancy; signs must be removed within seven days of the end of tenant occupancy. B—

Business; signs must be removed when the business is closed.

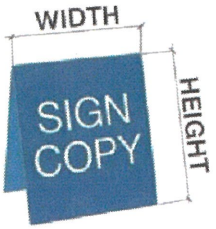
T—Temporary; signs must be removed within the time period specified by sign type. Per NBV—Parameter to be determined admiratively. See also Section 11.7.

* Note: See Section A.4.B, Definitions of Terms, and Section A.6.F, Sign Types Illustrated Table.

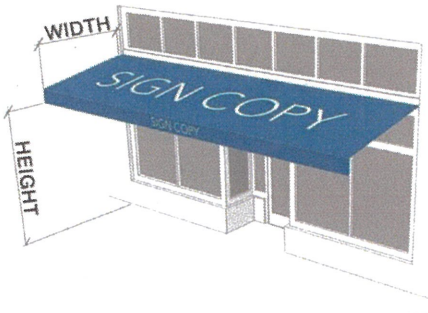
** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.

§ A.6.F Sign Types Illustrated Table.

a. A-Frame Sign.

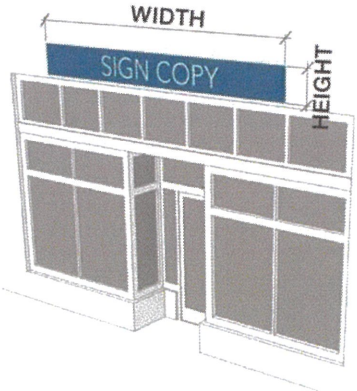


b. Awning Sign.

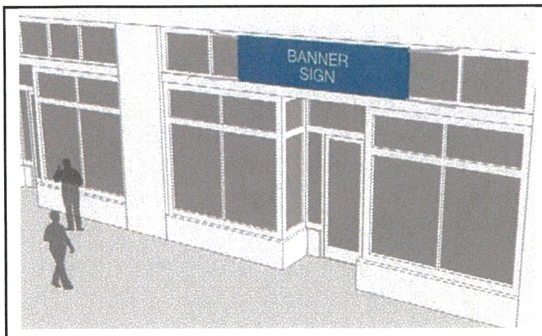


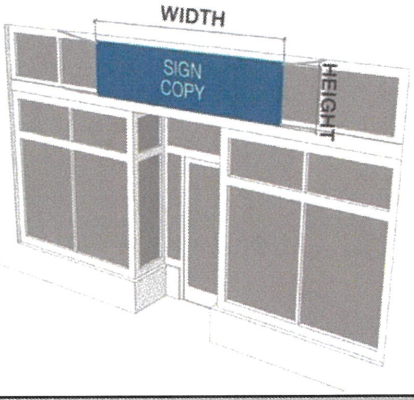
c. Band Sign (Syn. Wall Sign).



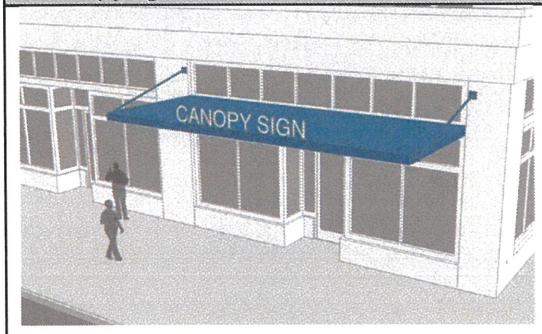


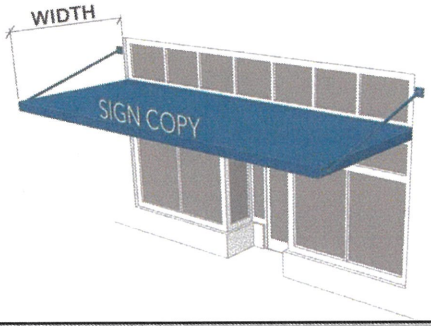
d. Banner Sign.



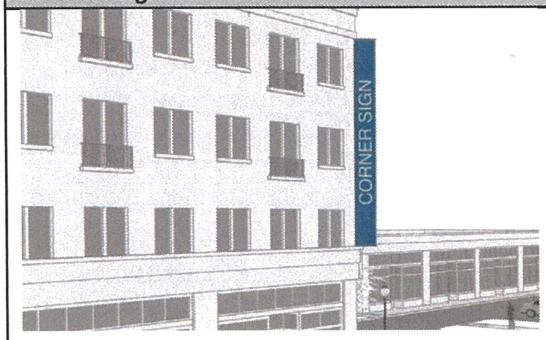


e. Canopy Sign.



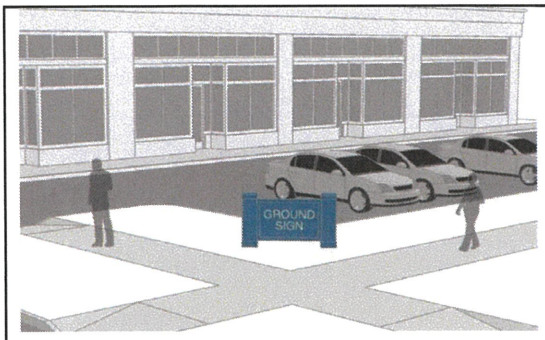


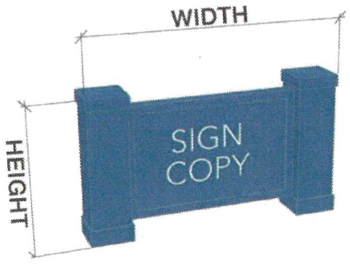
f. Corner Sign.





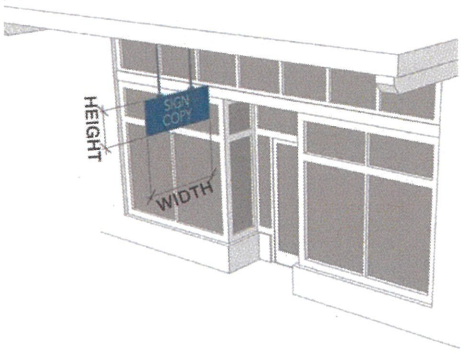
g. Ground Sign.





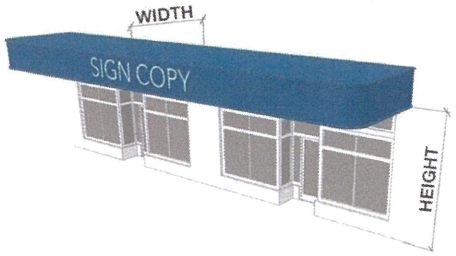
h. Hanging Sign.



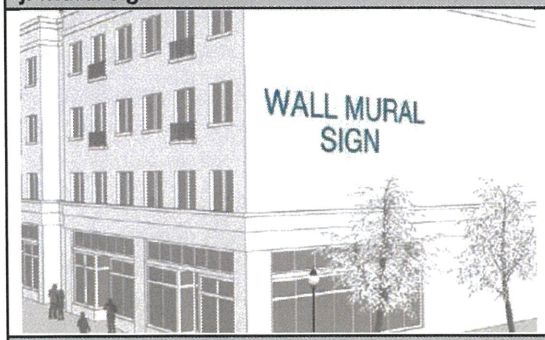


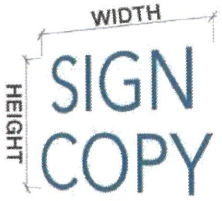
i. Marquee Sign.



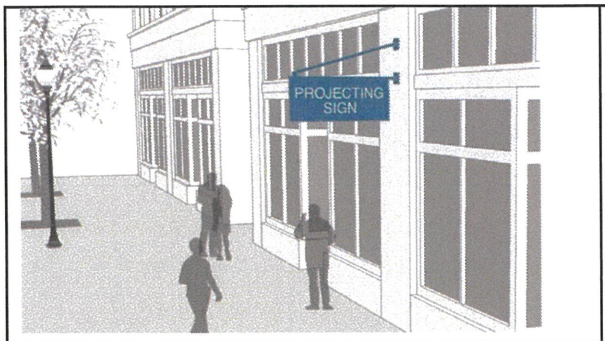


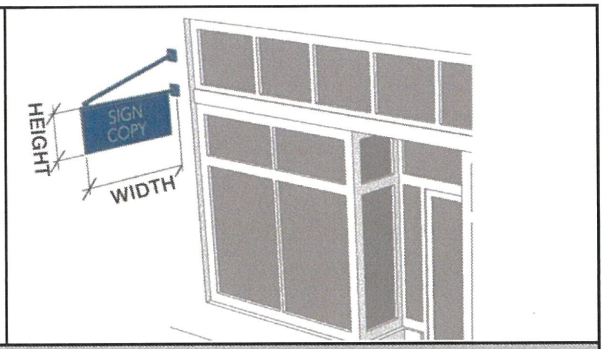
j. Mural Sign.



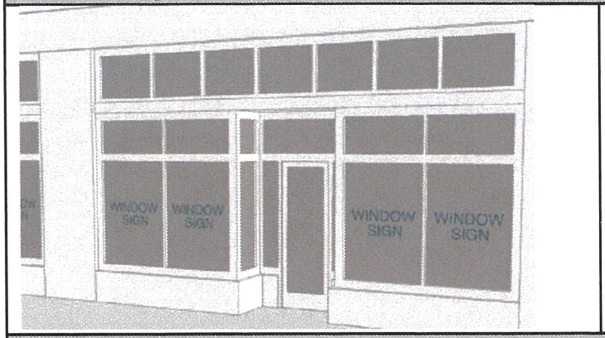


k. Projecting Sign.



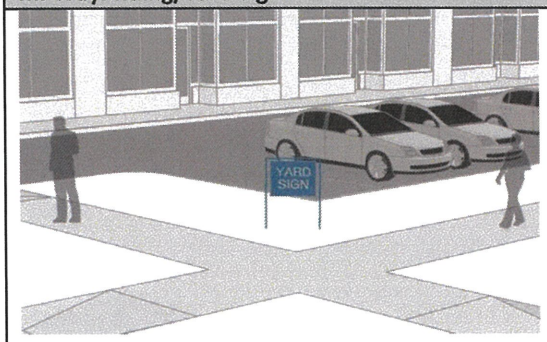


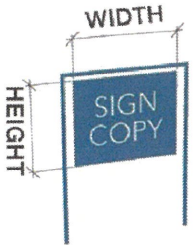
l. Window Sign.





m. Wayfinding/Yard Sign.





§ A.7.A Building Function (Uses) and Parking Requirements Table.

USE		PARKING REQUIREMENTS
a. Common to all uses listed below.		
		In addition to specific parking requirements described below, all uses listed in this table are subject to the following requirements and provisions, unless noted otherwise: • Electric vehicle (EV) charging stations (220V) per Sec. 8.23. • Bicycle parking and storage per Sec. 8.24. • On-street parking along any frontage shall be counted towards the overall parking requirement. • Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the Village Commission, per Section 9.3.D. • Parking requirement may be reduced according to the Shared Parking Standards, Section A.6.C and Section A.6.D. • Parking ratio may be reduced by 30 percent due to proximity to a transit corridor after review and approval by Village Commission. • Loading Berth Standards - See Section A.6.D.
b. Residential.		
Single-Family Residence		Residential uses are limited by compliance with: • Minimum of 1.0 parking space per dwelling unit. • Minimum of 0.75 parking spaces per dwelling unit less than 400 SF with Commission approval. • Minimum of one additional visitor parking space for every ten dwelling units. • Live-work - Work component shall provide parking as required by the non-residential use
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	R	
Home Office	R	
Live-Work	R	

		in addition to parking required for the dwelling unit. • Adult Family-Care Homes - Minimum one space per staff member and one space per four residents. • Community Residence - Minimum of one parking space per staff member in addition to the parking required for the primary dwelling unit(s). • Residential rentals shall comply with Chapter 13 - Vacation License Program.
c. Lodging.		
Bed & Breakfast		Lodging uses are limited by compliance with: • Minimum of one parking space for every two lodging units. • Minimum of one additional visitor parking space for every 15 lodging units.
Inn	R	
Hotel	R	
d. Office.		
Office	R	Office uses are limited by compliance with: • Minimum of three parking spaces for every 1,000 square feet of office use.
e. Commercial.		
Auto-Related Establishment	R	Commercial uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of three parking spaces for every 1,000 square feet of commercial use, except for self-storage facilities, minimum one parking space for every 10,000 square feet. • Excluding repair services * Refer to Chapter 12, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult*	W	
Food Service Establishment	R	
Alcohol Beverage Service	R	
General Commercial	R	
Marine-Related Establishment	R	
Open Air Retail	R	
Place of Assembly	R	
Recreational Establishment	R	
Self-Storage Facility	E	
f. Industrial.		
Auto-Related Industrial Estab.		
Manufacturing and Processing		
Marine-Related Industrial Estab.		
Products and Services		
Storage/Distribution Facility		
g. Civic.		
Community Facility	R	Civic uses are limited by compliance with:
Recreational Facility	R	

Religious Facility	R	• Minimum of one parking space for every five seats of assembly uses. • Minimum of one parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other uses as required.
Regional Activity Complex	E	
h. Civil Support.		
Community Support Facility	R	Civil Support Uses are limited by compliance with: • Minimum of one parking space for every 1,000 square feet of civil support use. • Minimum of one parking space for every five seats of assembly use. • Minimum of one parking space for every five slips of marine use. • Adult Daycare - Minimum of one space per staff member.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	R	
Public Parking	R	
Rescue Mission		
Transit Facilities	E	
i. Educational.		
Childcare	R	Educational uses are limited by compliance with: • Minimum of two parking spaces for every 1,000 square feet of educational use. • Childcare Facilities - Minimum of one space per staff member.
College/University	R	
Elementary School	R	
Learning Center	R	
Middle/High School	R	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	R	

KEY:

R = Allowed by right.

E = Allowed by exception: Granted after a public hearing. Boxes with no designation signify use prohibited.

Permitting shall be in compliance with the requirements established in Chapter 5, Permits and Development Approvals.

(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.A.1 Summary Table General to Sunbeam NBV SAP - Density Intensity

SUNBEAM NBV SUMMARY TABLE		
General	Required	Provided
Density	150 Dwelling Units per Acre (DU/A)*	150 (D/UA)*
Intensity		
Floor Lot Ratio	13 max.	13 max.
Open Space Requirement	15% Lot Area min.	84,289 sq.ft. min.

Civic Space	7.5% Lot Area min.	42,145 sq.ft. min.
Lot Area	87,120 sq. ft. SAP min.	562,446 sq.ft.

Pursuant to Density with Bonus (2) Program, and subject to the terms included in the approved Sunbeam NBV SAP Development Agreement

Civic Space – Subject to the terms of the approved Sunbeam NBV SAP Development Agreement

A.7.B Summary Table and Illustrations—Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE				
1. *Building disposition.*			**West**	**East**
i. *Lot occupation.*			Provided	Provided
a. Lot Coverage	90% max.		2.45 Ac. max.	1.5 Ac. max.
b. Lot Width	100 ft. min.		418 ft.	265 ft.
c. Reserved.	Reserved.		- -	- -
d. Reserved.	Reserved.		- -	- -
e. Frontage at Front Setback	50% min.		209 ft.	130 ft.
f. Reserved.	Reserved.		- -	- -
g. Reserved.	Reserved.		- -	- -
h. Reserved.	Reserved.		- -	- -
ii. *Building setback.*				
a. Primary Front – Kennedy Cswy.	20 ft.			
b. Primary Front – Waterfront	25 ft. min.			
c. Secondary Front/Side A	10 ft. min.			
d. Side B	0 ft. min.			
e. Rear	5 ft. min.[1]		25 ft. min.	5 ft. min.
f. Rear Stepback 1	50 ft. min. from prop. line above Pedestal at 7 stories or 100 ft.			
g. Rear Stepback 2	100 ft. min. from prop. line above 20th story or 240 ft.			
2. *Building configuration.*				
i. Frontage.				
a. Common Lawn	Prohibited			
b. Porch and Fence	Prohibited			
c. Terrace	Allowed			
d. Forecourt	Allowed[2]			
e. Stoop	Allowed[3]			
f. Shopfront	Allowed			
g. Gallery	Allowed			
h. Arcade	Prohibited			
i. Cantilever	Allowed			
j. Plaza	Allowed			
ii. Building *height.*	Required	West		East
a. Min. Building Height	2 stories	2 stories		
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet		

c. Max. Building Height	See Drawing AS-1.10	450 ft. max.	240 ft. max.

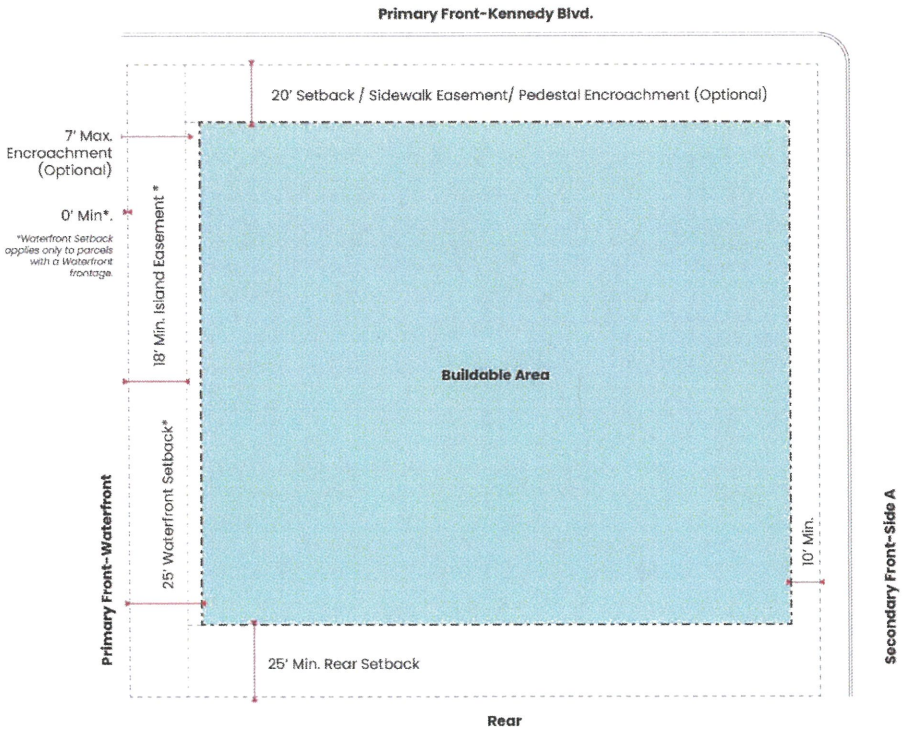
1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

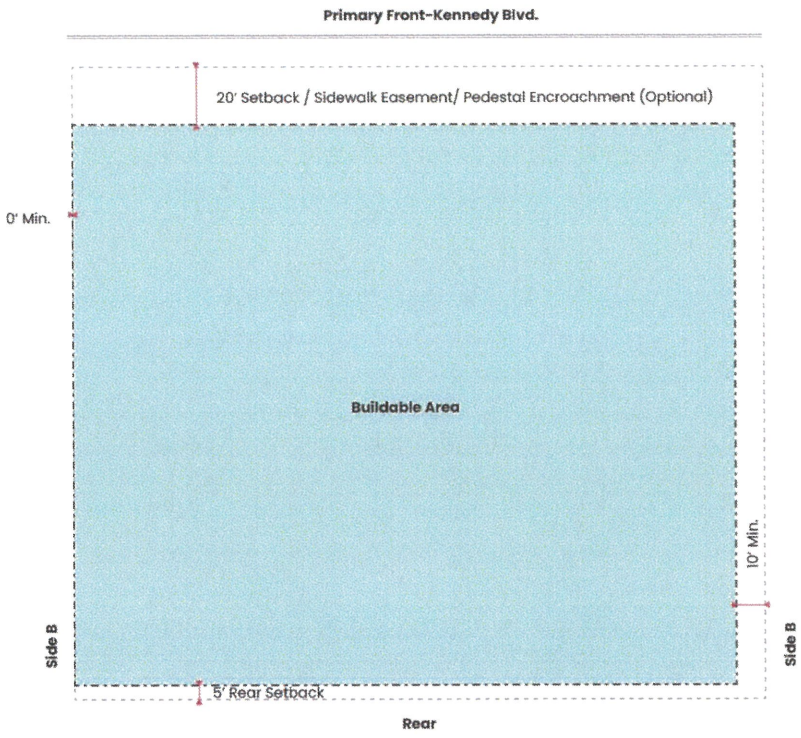
3 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

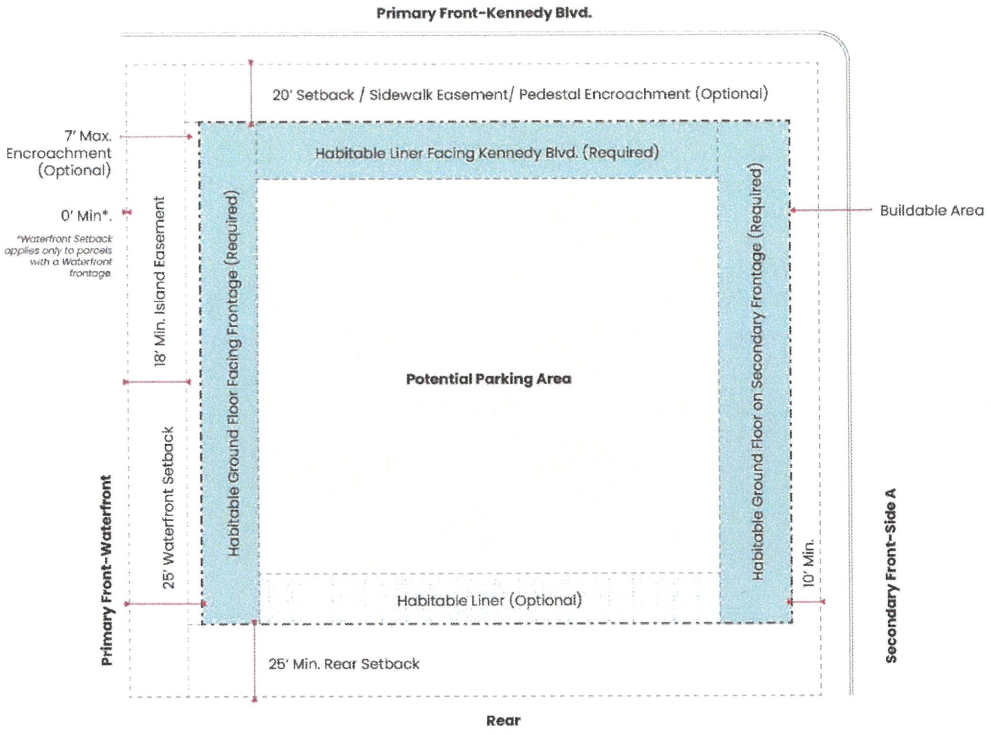
3. *a. Building Placement Illustration—**Sunbeam NBV SAP South-West.***



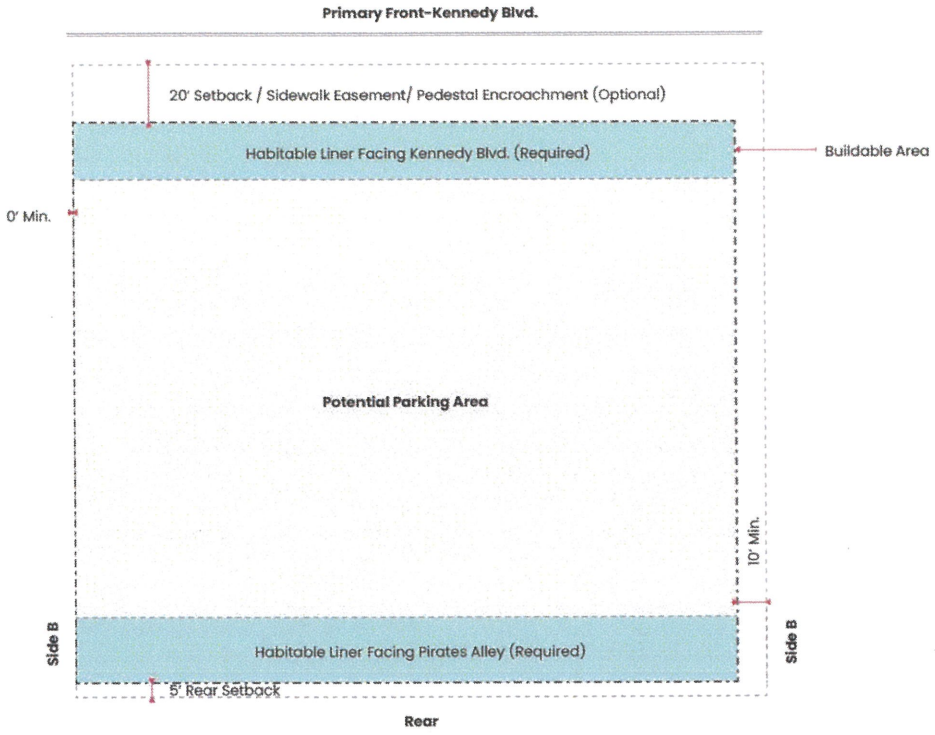
3. *b. Building Placement Illustration—**Sunbeam NBV SAP South-East***



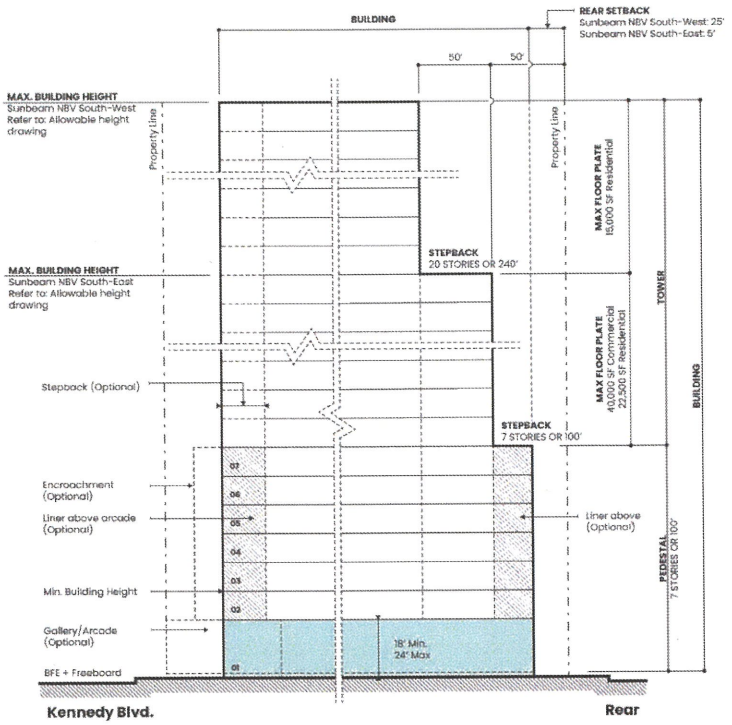
4. *a. Parking Placement Illustration—* ***Sunbeam NBV SAP South-West***



4. b. Parking Placement Illustration— Sunbeam NBV SAP South-East


Primary Front-Kennedy Blvd.
20' Setback / Sidewalk Easement/ Pedestal Encroachment (Optional)
Habitable Liner Facing Kennedy Blvd. (Required)
Buildable Area
0' Min.
Potential Parking Area
10' Min.
Side B
Habitable Liner Facing Pirates Alley (Required)
Side B
5' Rear Setback
Rear

5. *Building Height Illustration*— ***Sunbeam NBV SAP South***



§ A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. ***Building disposition.***		
i. *Lot* occupation.	**Required**	**Provided**
a. Lot Coverage	75% max.	6.39 Ac. max.
b. Lot Width	100 ft. min.	1,123 ft
c. Reserved.	Reserved.	-
d. Reserved.	Reserved.	-
e. Frontage at Front Setback	50 % min.	561.5 ft
f. Reserved.	Reserved.	-
g. Reserved.	Reserved.	-
h. Reserved.	Reserved.	-
ii. Building *setback.*		
a. Primary Front - Kennedy Cswy.	20 ft.	
b. Primary Front - Waterfront	25 ft. min.	
c. Side West (View Corridor)	20% of lot width min. aggregate, 225 feet minimum width - See Site Plan Drawing AS-1.08	

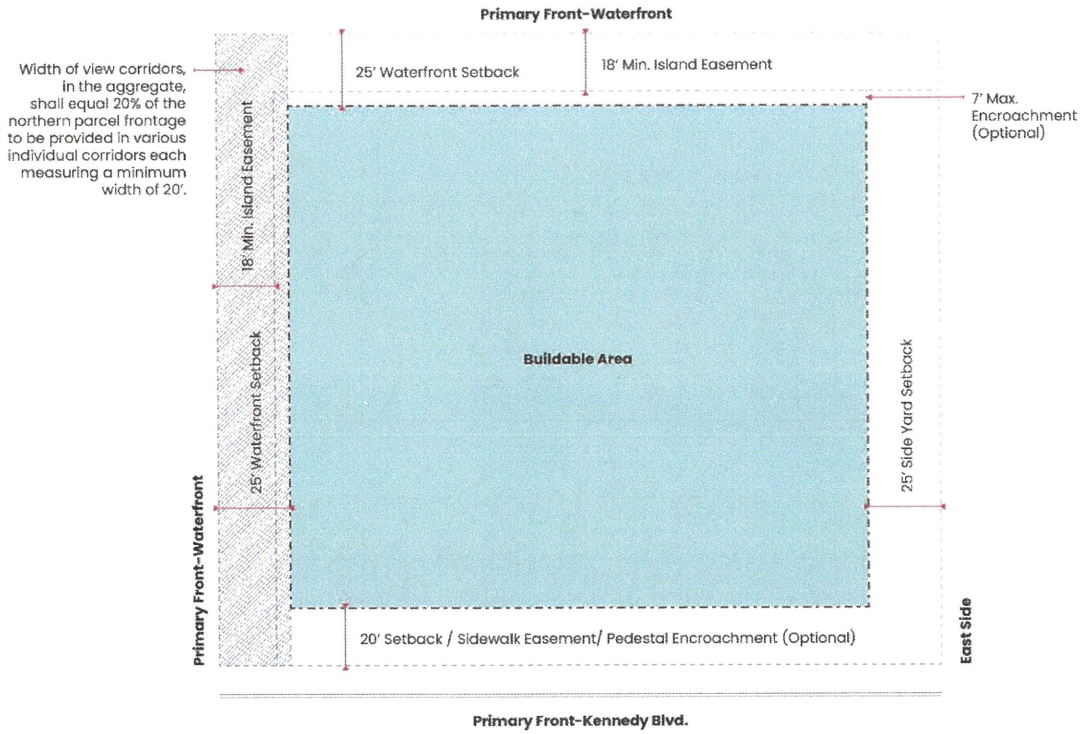
d. Side East	25 ft. min.	
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard) - see Building Height Illustration	0 ft. min. above the Pedestal	
f. Stepback (East) - see Allowable Height Illustration	100 ft. min.	
2. *Building configuration.*		
i. Frontage *(Kennedy Causeway).*		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Allowed	
d. Forecourt	Allowed[1]	
e. Stoop	Allowed[2]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Allowed	
i. Cantilever	Allowed	
j. Plaza	Allowed	
ii. Building *height.*	Required	Provided
a. Min. Building Height	2 stories	2 stories
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet
c. Max. Building Height	See Drawing AS-1.10	650 ft. max.

1 Forecourts shall be pedestrian only.

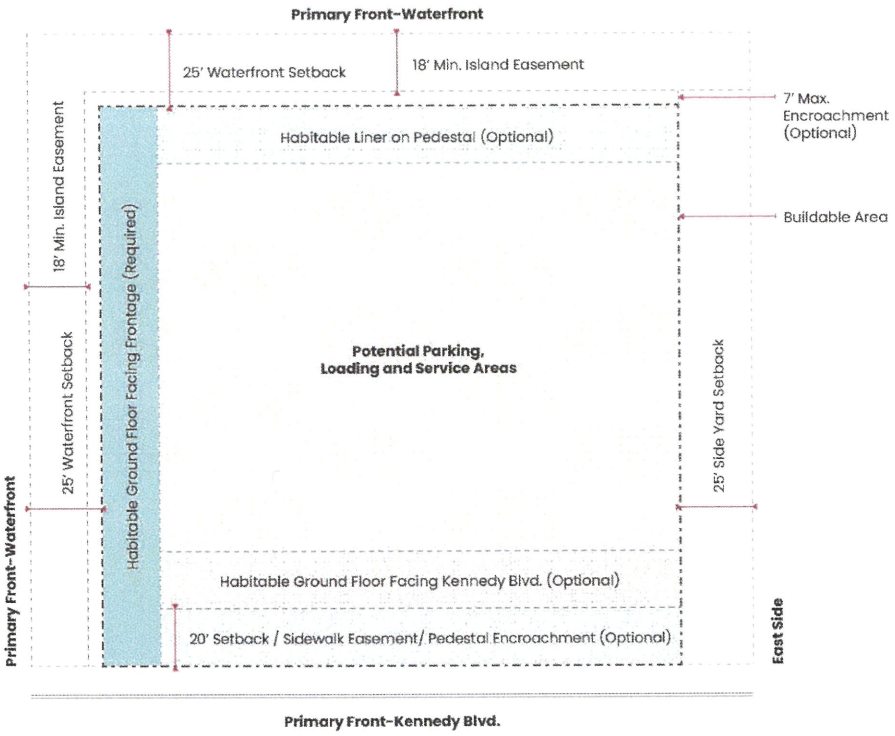
2 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

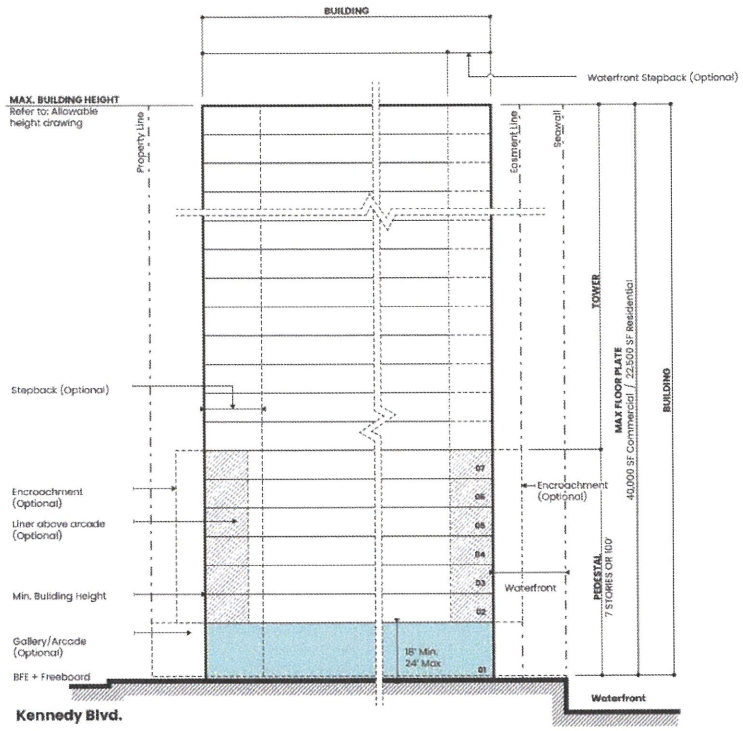
3. *Building Placement Illustration—**Sunbeam NBV SAP North.***



4. *Parking Placement Illustration— **Sunbeam NBV SAP North**.*

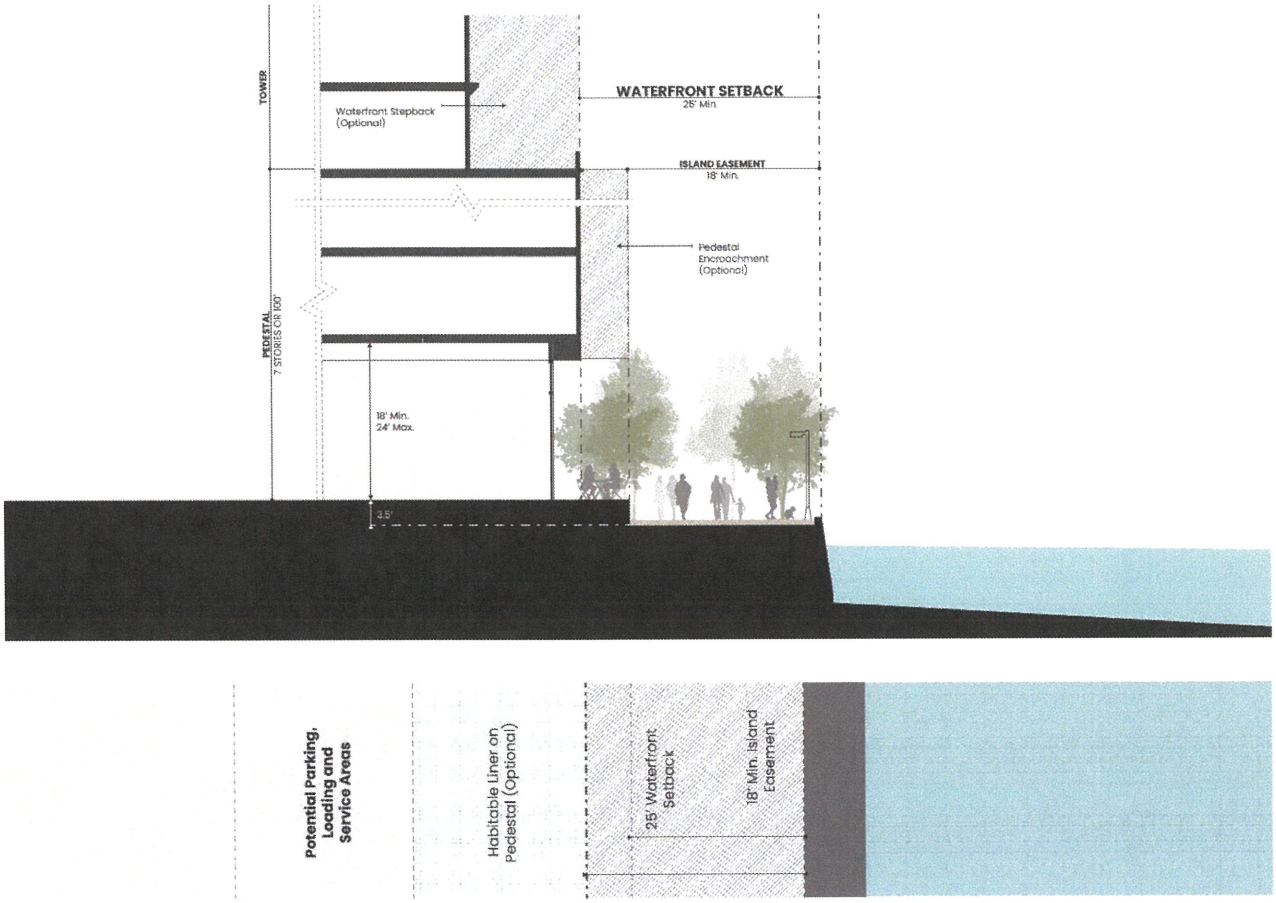


5. *Building Height Illustration— **Sunbeam NBV SAP North**.*



(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.D Section Detail Illustration.



(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.E Building Function (Uses) and Parking Requirements—T3.

[Reserved]

§ A.7.F Summary Table and Illustrations—T3.

[Reserved]

§ A.7.G Summary Table and Illustrations—T4.

[Reserved]

§ A.7.H Summary Table and Illustrations—T5.

[Reserved]

§ A.7.I Design Review Criteria Table.

Design Review Criteria
Building Disposition
Respond to the physical context taking into consideration natural features, existing urban form, and transect zone intentions.
For buildings on corner lots, design facades to acknowledge all frontages.
For modifications of nonconforming structures. See also Ch. 6.
Create transitions in height and mass with abutting properties and transect zones.
Building Configuration
Articulate the building facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
Articulate the building facade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of buildings.
Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
Promote pedestrian interaction.
Design all walls as active facades, with doors and windows; when not possible, embellish walls with architectural design treatment.
Provide usable open space that allows for visible and convenient pedestrian access from the public sidewalk.
Building sites should locate service elements, such as trash dumpsters, utility meters, loading docks, backflow preventers, Siamese connections and electrical, plumbing, mechanical and communications equipment away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties. See also Chapter 8, Division 4, Supplemental Development Standards.
Building Function and Density
Respond to the neighborhood context and transect zone.
Parking Standards
Minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties.
For pedestrian and vehicular safety minimize conflict points such as the number and width of driveways and curb cuts.
Minimize off-street parking adjacent to a thoroughfare front and where possible locate parking behind the building.
Design landscaping or surface parking areas as buffers between dissimilar uses.

Screen parking garage structures with habitable space. Where habitable space is not provided, architectural treatments and landscaping shall screen the garage structure.
Landscape Standards
Preserve existing vegetation and/or geological features whenever possible.
Reinforce transect zone intention by integrating landscape and hardscape elements.
Use landscaping to enhance building design and continuity of streetscape.
Use landscape material, such as plantings, trellises, pavers, screen walls, planters and similar features, to enhance building design and continuity of streetscape.
Provide landscaping that screens undesirable elements, such as surface parking lots, and that enhances open space and architecture.
Sign Standards
Provide signage appropriate for the scale and character of the establishment and immediate neighborhood.
Signage shall be within calculated aggregate area appropriate for transect zone.
Number of signs for an establishment shall not exceed the allowable amount per linear frontage.
Monument signs shall be located within the appropriate setback and not to disrupt pedestrian activity.
Illumination and other lighting effects shall not create a nuisance to adjacent property or create a traffic hazard.
Ambient Standards
Provide lighting appropriate to the building and landscape design in a manner that coordinates with signage and street lighting.
Orient outdoor lighting to minimize glare to the public realm and adjacent properties.
Protect residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts and the spillover effect of light.

§ A.8 Alcoholic Beverage and Music and Entertainment Regulations.

It is the intent of the Sunbeam NBV SAP form-based district to encourage the significant monetary investment in an Island Walk and a related mixed-use project which is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of establishments serving alcohol and the provision of music and entertainment within the boundaries of the Sunbeam NBV SAP form-based district. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in chapter 111 of the Village Code.

A. *No minimum distance requirements.* There shall be no minimum distance required between any place of business within the Sunbeam NBV SAP form-based district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business within the Sunbeam NBV SAP form-based district. There shall be no minimum distance requirement between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the Sunbeam NBV SAP form-based district and any business, school or religious institution outside of the Sunbeam NBV SAP form-based district.

B. *Hours of operation.*

(1) The hours of sale of alcoholic beverages shall be as follows:

a. Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.

c. Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

d. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(2) The hours of sale listed in subsection (1) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sunbeam NBV SAP Form-Based District Representative Role.* Nothing in section 8.B above or elsewhere in the Village Code shall prevent the Sunbeam NBV SAP form-based district representative from limiting the hours during which sales, consumption and service of alcoholic beverages, beers and wines from any establishment located in the Sunbeam NBV SAP form-based district may occur; imposing distance requirements or controlling the manner in which alcoholic beverages are sold or consumed within the NBV Sunbeam NBV SAP form-based district.

D. *Sales of alcoholic beverages within the Sunbeam NBV SAP form-based district.* If permitted in accordance with state permitting requirements, alcoholic beverages sold for consumption on the premises by a vendor within the Sunbeam NBV SAP form-based district, may be consumed, held, carried and transported in the original or substitute container, at any location within the Sunbeam NBV SAP form-based district, either indoors, outdoors or aboard boats moored at docks located within the Sunbeam NBV SAP form-based district to the extent it is permitted by the state.

E. Hours for music and entertainment; Maximum permissible dBA sound levels.

(1) Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Sunbeam NBV SAP form-based district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall not be permitted later than the hours of 12:00 a.m. during weekdays and 1:00 a.m. on legal holidays as provided by state law, Fridays, Saturdays and Sundays.

F. *Outdoor sales of alcoholic beverages.* Those persons or entities within the Sunbeam NBV SAP form-based district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the Sunbeam NBV SAP form-based district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food or beverages including alcoholic beverages and pushcart type vehicles, provided that all such operators of such outdoor facilities vending and serving alcoholic beverages shall be duly licensed by the state and permitted to operate pursuant to the Village Code.

G. *Parking.* The parking requirements of section 111.14 of the Village Code shall not be applicable to businesses operating with the Sunbeam NBV SAP form-based district and all parking requirements shall be addressed in the Parking Management Plan required pursuant to this Appendix A.

H. *Conflict with Chapter 111 of the Village Code*. To the extent that any provision(s) in this section conflicts with any provision(s) of chapter 111 of the Village Code, the provision(s) in this section shall prevail.

EXHIBIT "B-2"

RESOLUTION NO. 2022-085

RESOLUTION NO. 2022-085

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.8 OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE AND APPENDIX A, SUNBEAM SPECIAL AREA PLAN, APPROVING WITH CONDITIONS A CONCEPTUAL SITE PLAN BY SUNBEAM TO DEVELOP A MULTI-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF THREE PROJECT SUBAREAS THAT WILL INCLUDE UP TO A TOTAL OF: A) 1,936 RESIDENTIAL UNITS AT A DENSITY OF 150 UNITS PER ACRE, OF WHICH AT LEAST SIX PERCENT (6%) SHALL BE WORKFORCE HOUSING; B) APPROXIMATELY 5,000 PARKING SPACES; C) APPROXIMATELY 870,000 SQUARE FEET OF OFFICE AND RETAIL SPACE; D) APPROXIMATELY 112,500 SQUARE FEET OF HOTEL SPACE (EQUIVALENT TO 300 KEYS); AND E) APPROXIMATELY 126,434 SQUARE FEET OF CIVIC AND OPEN SPACE; TO BE LOCATED ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, WITH ADDRESSES AND BOUNDARIES, AS DESCRIBED IN EXHIBITS "A" AND "B," ATTACHED HERETO AND INCORPORATED HEREIN; ACKNOWLEDGING THAT THE SQUARE FOOTAGES ABOVE ARE APPROXIMATE AND MAY VARY AT THE TIME OF BUILDING PERMIT BUT SHALL NOT EXCEED A FLOOR LOT RATIO (FLR) OF 13.0 AND A RESIDENTIAL DENSITY OF 150 UNITS PER ACRE (UPA), FOR A MAXIMUM OF 7,311,807 SQUARE FEET OF DEVELOPMENT AND 1,936 RESIDENTIAL UNITS, RESPECTIVELY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE..

WHEREAS, Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St., LLC, collectively referred to as "Sunbeam NBV" ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and Chapter 15 of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan for a project on approximately 12.912 acres, identified by Folios No. 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040; 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270,

which are legally described in the attached Exhibit A and depicted in the attached Exhibit B, attached hereto (the "Property"); and

WHEREAS, the proposed multi-phased mixed-use development project consists of a multi-use development that will include a total of 1,936 residential units at a density of 150 units per acre, of which six percent (6%), or 117 units, will be workforce housing; approximately 870,000 square feet of office and retail space; approximately 112,500 square feet of hotel space (equivalent to 300 keys); and approximately 126,434 square feet of civic and open space, including waterfront access through development of the Island Walk and a marina (collectively, the "Project"). The proposed uses will be supported by approximately 5,000 parking spaces. The maximum development envelope will total 7,311,807 square feet, at a Floor Lot Ratio of 13.0; and

WHEREAS, the Site Plan for the Project is attached hereto as Exhibit C; and

WHEREAS, the Project is to be developed within and regulated by the Sunbeam NBV Special Area Plan , which has been approved by Ordinance No. 2022-011 and which encourages mixed-use developments with a maximum density of 150 units per acre, approvable by the Village Commission as a bonus upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village; with a maximum Floor Lot Ratio of 13.0; and with a maximum building height of 340 feet for the Sunbeam NBV North-East sub-area, 650 feet for the Sunbeam NBV North-West subarea (to be located on its northeasternmost parcel only), 240 ft for the Sunbeam NBV South-east subarea, and 450 feet for the Sunbeam NBV South-West subarea (to be located on its easternmost parcel only), all as indicated in the approved Site Plan; and

WHEREAS, the Applicant requested, and has been granted by the Village Commission, a rezoning for the Property to Sunbeam NBV Special Area Plan, and an amendment to the text of the ULDC to create Appendix A, Sunbeam NBV Special Area Plan and related amendments to Chapter 15 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its density, intensity, and uses consistent with the Sunbeam NBV Special Area Plan (Appendix A), the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, the Village and the Applicant have agreed to enter into a development agreement, approved pursuant to Resolution No. 2022-086, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, the Applicant has elected to follow the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022); and

WHEREAS, after a duly noticed public hearing held on August 17, 2022, the Planning and Zoning Board by a vote of 4-1 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearings on October 11, 2022 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix A of the ULDC, the Site Plan for the multi-phased mixed-use development Project consisting of 1,936 residential units at a density of 150 units per acre, of which a minimum of six percent (6%), or 117 units, will be workforce housing; approximately 870,000 square feet of office and retail space; approximately 112,500 square feet of hotel space (equivalent to 300 keys); and approximately 84,366 square feet of civic and open space, including waterfront access through development of the Island Walk and a marina; approximately 5,000 parking spaces, with a maximum development envelope of 7,311,807 square feet (collectively, the "Project"), as provided in Exhibit C, which is incorporated herein and made a part hereof by this reference, is hereby approved with conditions, subject to the following conditions:

1. If project approval is granted by the Village Commission, Applicant shall, within ninety (90) days of the Village finalizing the approval of the Commission, enter into a Covenant in Lieu of Unity of Title in a form acceptable to the Village Attorney, after which the Village will treat all the subject parcels owned by Sunbeam as one contiguous parcel for all purposes related to the property's development, including with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of

densities and uses on a parcel or from one parcel to the other subject to the terms of Appendix A of the ULDC (2022) and this site plan approval (collectively, the "Project Approval").

2. The Project shall include:
    a. Up to 1,936 units at a density of 150 residential units per acre inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing.
    b. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
    c. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan attached hereto as Exhibit C.
    d. Required open space and civic space as set forth in the Site Plan attached hereto as Exhibit C and in accordance with the Development.
3. Applicant shall allocate a minimum of six percent (6%) of all residential units for workforce housing in exchange for a residential density bonus pursuant to Sec. A.2.H. The terms of any required Workforce Housing Density Bonus are included in the Development Agreement executed pursuant to Resolution No. 2022-086, and Section 8.13 and Appendix A of Chapter 15 of the ULDC (2022), which is incorporated herein and made a part hereof by this reference (the "Development Agreement").
4. The Special Area Plan shall incorporate and be developed in substantial conformance with the following documents:
    a. Letter of Intent signed by John Shubin and Ian DeMello, representing Sunbeam, and dated July 27, 2022, and including exhibits
    b. Appendix A – Sunbeam NBV Special Area Plan, dated 09.27.2022
    c. Site Plan for Sunbeam NBV SAP by Plusurbia, dated 09.27.2022, and including the following drawings:

    General
    - G-0.00 Cover Sheet
    - G-0.00 General Notes + Index

    Architecture Site
    - AS-1.01 Key Plan + Tax Folios
    - AS-1.02 Survey Exhibits
    - AS-1.03 Survey Exhibits
    - AS-1.04 Survey Exhibits
    - AS-1.05 Survey Exhibits
    - AS-1.06 Survey Exhibits
    - AS-1.07 Site Plan Setbacks + Tabulations
    - AS-1.08 Site Plan View Corridors + Cross-block Passages
    - AS-1.09 Site Plan + Island Walk
    - AS-1.10 Site Plan Allowable Height
5. All terms of the Development Agreement are conditions of this site plan approval and timely compliance with each such term is a prerequisite for future permits and/or approvals to effectuate this site plan approval.

6. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Development Agreement memorializing the Project Approval conditions including, but not limited to Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements therein, shall be recorded at the Applicant's expense. The Development Agreement shall vest the Project with any density, height, and/or TDR approvals, notwithstanding any future amendments to either the North Bay Village Unified Land Development Code or Comprehensive Plan reducing density or any applicable bonus, provided that the Project has not had a failure to commence as provided herein.
7. Subject to the Development Agreement, Phasing and Timing. Within twelve (12) months of the Effective Date of the Development Agreement Applicant shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Applicant's submission of the timetable only represents the Applicant's intended timetable and phasing plan and may be amended from time-to-time by the Applicant in the Applicant's sole discretion. The Applicant shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Applicant commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.
8. Development Permits and subsequent applications required to implement the site plan, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, shall be submitted for each structure as set forth in required by Sections 5.2 and A.1.H and Appendix A of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 and Appendix A of the ULDC (2022).
9. All Development Permits and subsequent applications required to implement the site plan, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and may be approved only if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022).
10. Failure of the Project Approval or Development Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of the Development shall not relieve Applicant of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Applicant to develop the Property in a manner that is materially inconsistent with the Project Approval and the Development Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of the Development Agreement which are applicable and preclude Applicant's compliance with the terms of the Development Agreement, then the Development Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of the Development Agreement or the conditions of this site plan approval by Applicant.
11. This site plan approval shall be valid for the full term of the Development Agreement, subject to the terms set forth in the Development Agreement. Individual SAP Permit

approvals shall be valid for two (2) years in accordance with Appendix A. Extensions and tolling to eligible permits may be granted pursuant to Florida Statutes, based on timely notice by Applicant. Site plans associated with an SAP Permit may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

12. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
13. The Applicant shall provide seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses subject to the terms of the Development Agreement.
14. Applicant shall improve all of its waterfront frontage with a functional Island Walk at least 18 feet wide subject to the terms set forth in the Development Agreement.
15. Applicant shall grant a non-exclusive minimum eighteen-foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours, which shall expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, subject to the terms set forth in the Development Agreement.
16. Subject to Applicant executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, Applicant may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the property, provided that such reassignment does not create a non-conforming lot, and said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Applicant shall not be required to re-plat the property. However, the Village cannot bind Miami-Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.
17. The Applicant shall abide by the terms of the Development Agreement in addressing levels of service and required infrastructure for all facilities under the Village's control.
18. For each individual SAP Permit, Applicant shall obtain, and submit to the Village, all pertinent documentation of required approvals from other governments/agencies, including but not limited to: Florida Department of Transportation (FDOT), Miami-Dade County Biscayne Bay Shoreline Review Committee (SRC), Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as Tree Removal Permit.

19. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to each SAP Permit approval. Along with drainage calculations, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
20. Applicant shall submit with each SAP Permit application a Traffic Impact Analysis pursuant to a methodology approved by the Village as well as a parking management plan depicting the location of number, dimensions, design, and allocation by use of all parking spaces including but not limited to mechanical parking, valet parking, required electric vehicle-ready spaces, accessible spaces, and bicycle parking spaces.
21. Prior to the issuance of the first SAP Permit, Applicant shall submit to the Planning and Zoning Official a temporary construction plan that includes a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site; these plans shall be subject to approval by the Village Manager and shall be enforced during construction activity. Once approved, they may be amended with written approval of the Village Manager only. All construction activity shall remain in full compliance with the provisions of the submitted construction plan; failure to comply may lead to a suspension or revocation of the SAP.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8 and the Appendix A. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit

from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	No
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	Yes
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	Yes

PASSED AND ADOPTED on this 11th day of October, 2022.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit A
LEGAL DESCRIPTION

Exhibit A

Sunbeam SAP Legal Descriptions

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1960 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'00" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY M.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953. BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 24, ALL OF LOTS 25, 26, 27 AND 28 INCLUSIVE, AND THE WEST 30.25 FEET OF LOT 29, BLOCK 1, COMMERCIAL ADDITION TO TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2614.79 FEET, AN ARC DISTANCE OF 21.73 FEET THROUGH AN ANGLE OF 00°26'33" TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'30" (DEED), 89°41'28" (FIELD), AN ARC DISTANCE OF 39.10 FEET THROUGH AN ANGLE OF 44°48'02" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

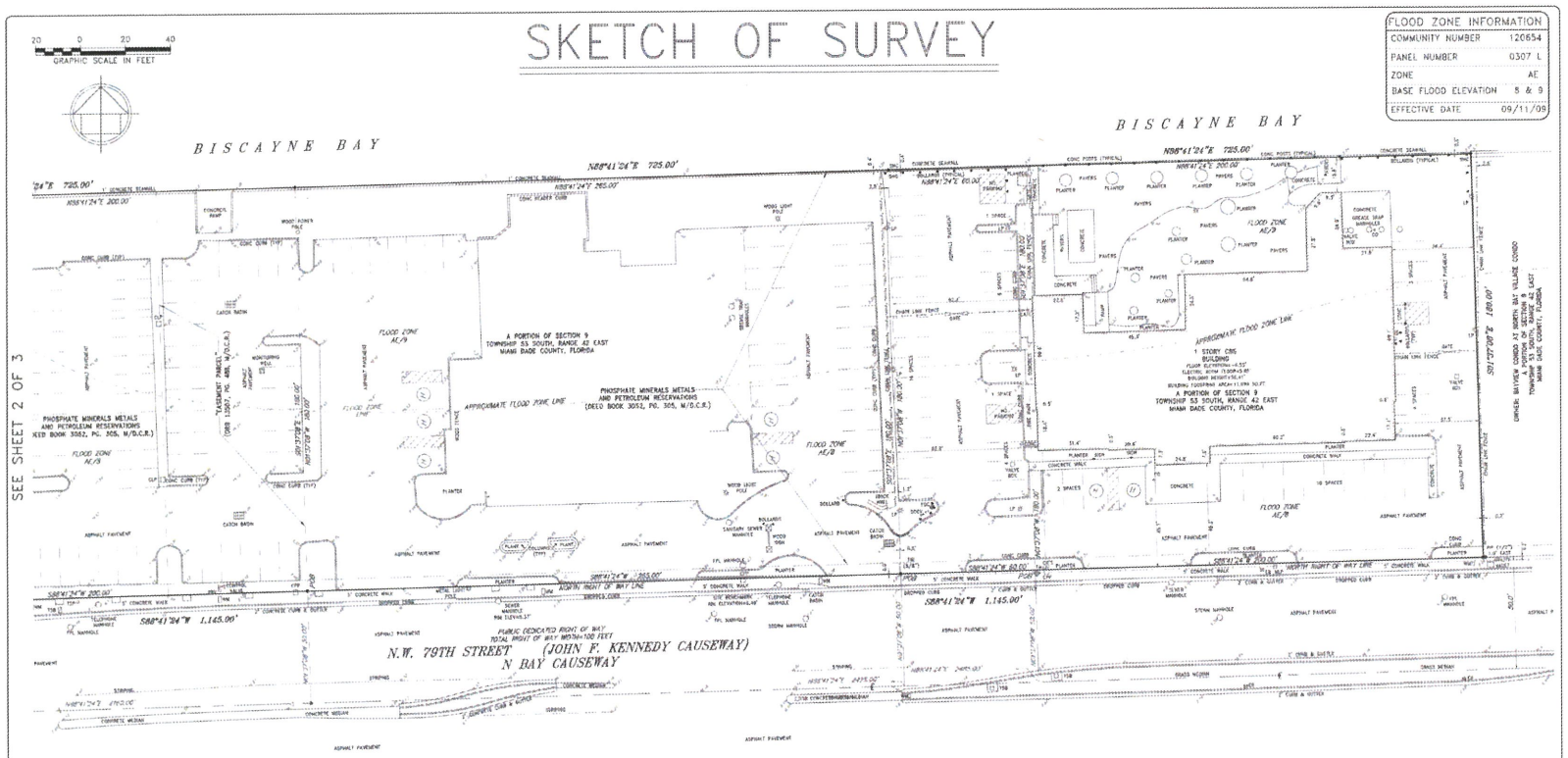
LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 826 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 826 AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 2°26'33" AND A RADIUS OF 2614.79 FEET, AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID 50 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 44°48'02", AN ARC DISTANCE OF 39.10 FEET TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

Exhibit B
SURVEY

This drawing denotes the design effort of **Roundtrip Design** for this project and is issued for review only as an instrument of the services being rendered. It remains the property of this office and shall not be copied reproduced or exercised unless permission in writing is granted.

SKETCH OF SURVEY



FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120654
PANEL NUMBER	0307 L
ZONE	AE
BASE FLOOD ELEVATION	8 & 9
EFFECTIVE DATE	09/11/09

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK P-313, ELEVATION=5.25' (NGVD29)
8. BEARINGS SHOWN HEREON ARE BASED ON THE DEED.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS
-x-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
EB	ELECTRIC BOX
CBS	CONCRETE BLOCK STRUCTURE
-E-	OVERHEAD UTILITY WIRES
A/C	AIR CONDITIONER
ICV	IRRIGATION CONTROL VALVE
CLP	CONCRETE LIGHT POLE
WV	WATER VALVE
CR	CABLE RISER
BFP	BACK FLOW PREVENTER
WM	WATER METER
*7.65	ELEVATIONS
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CO	CLEAN OUT
PLANT.	PLANTER

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN JANUARY, 2021. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: ---------- Digitally signed by Richard E Cousins Date: 2021.12.15 08:39:18 -05'00'

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

SURVEY DATE : 01/11/21

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	1/11/21		AA	RET

PROJECT NO: 8525-21

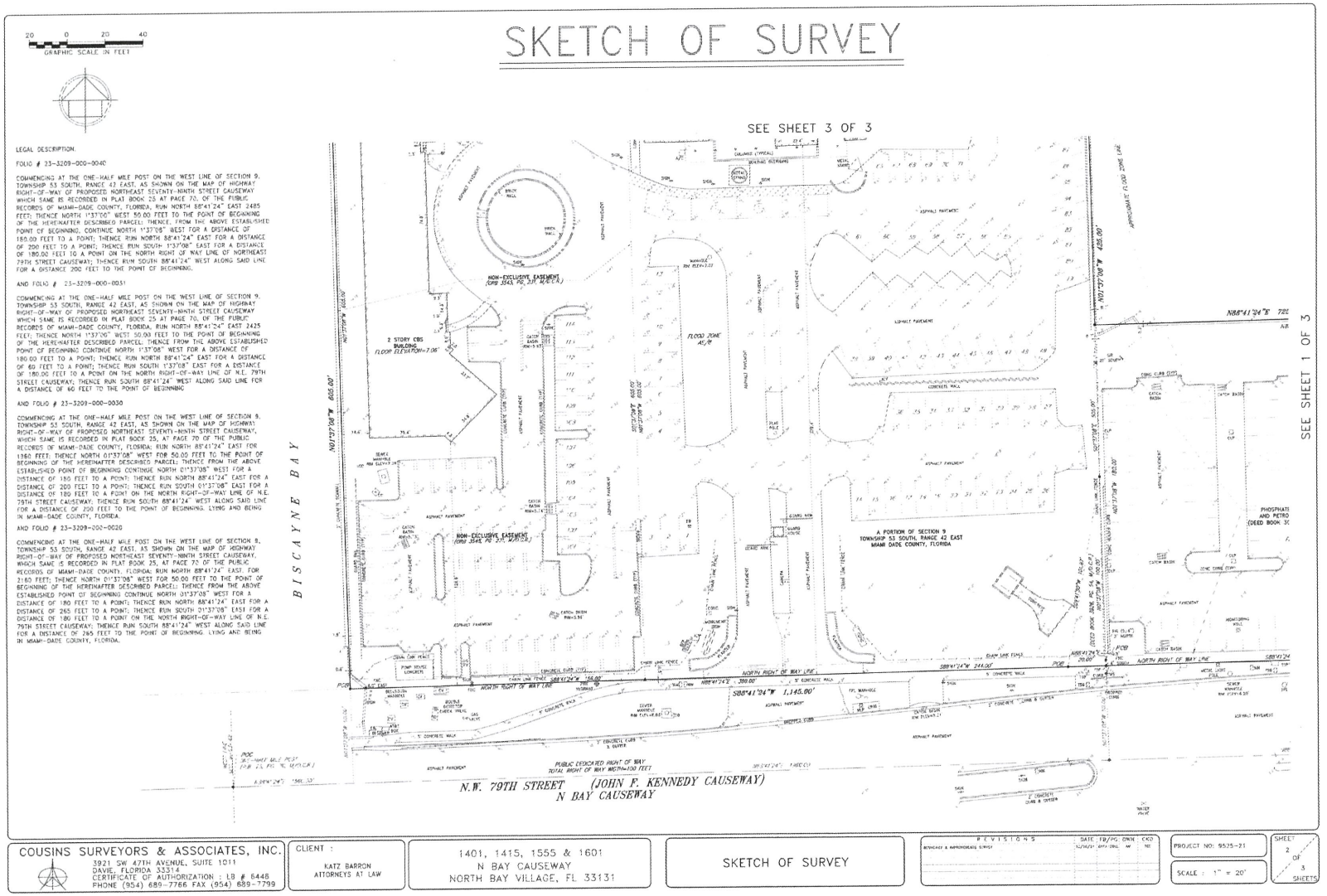
SCALE : 1" = 20'

SHEET 1 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 01
Scale: NTS

This drawing denotes the design effort of **Rhonda Design** for this project and is issued for review solely as an instrument of the services being rendered. It remains the property of this office, and shall not be copied reproduced or exhibited unless permission in writing is granted.

SKETCH OF SURVEY



LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0051

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1360 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

COUSINS SURVEYORS & ASSOCIATES, INC.
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1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/16/21	OFF-SNAL	W	NS

PROJECT NO: 9525-21

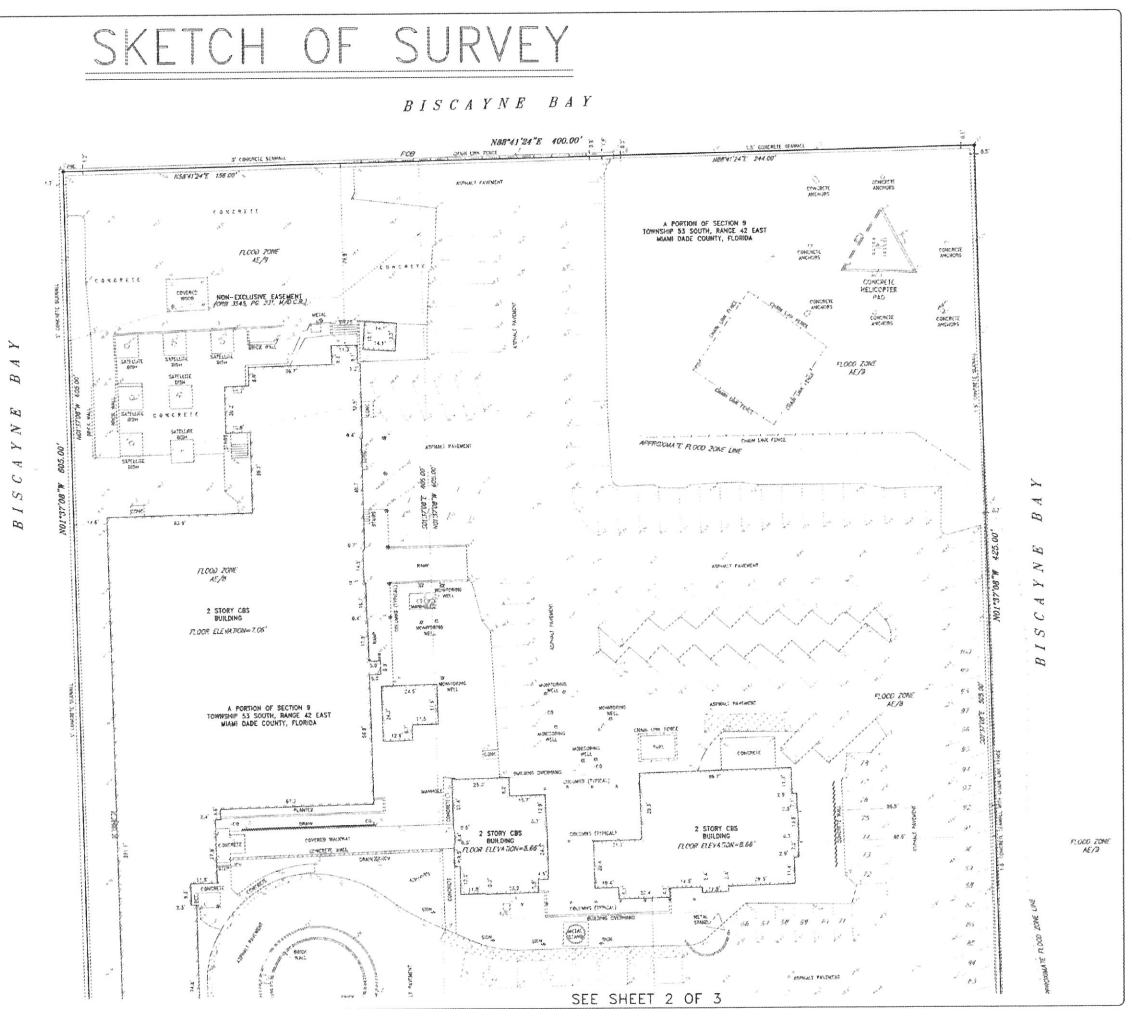
SCALE : 1" = 20'

SHEET 2 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 02
Scale: NTS

This drawing depicts the design efforts of **Manuelas Design** for this project and is issued for review only as an instrument of service. It remains the property of this office, and can not be copied for duplication or construction purposes in anyway is granted.

SKETCH OF SURVEY



SEE SHEET 2 OF 3

LAND DESCRIPTION:

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY W.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3928 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NORTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : KATZ BARRON ATTORNEYS AT LAW	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131	SKETCH OF SURVEY	REVISIONS / DATE / FB/PG / DRW. / CHD	PROJECT NO: 9525-21 SCALE : 1" = 20'	SHEET 3 OF 3 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 03
Scale: NTS

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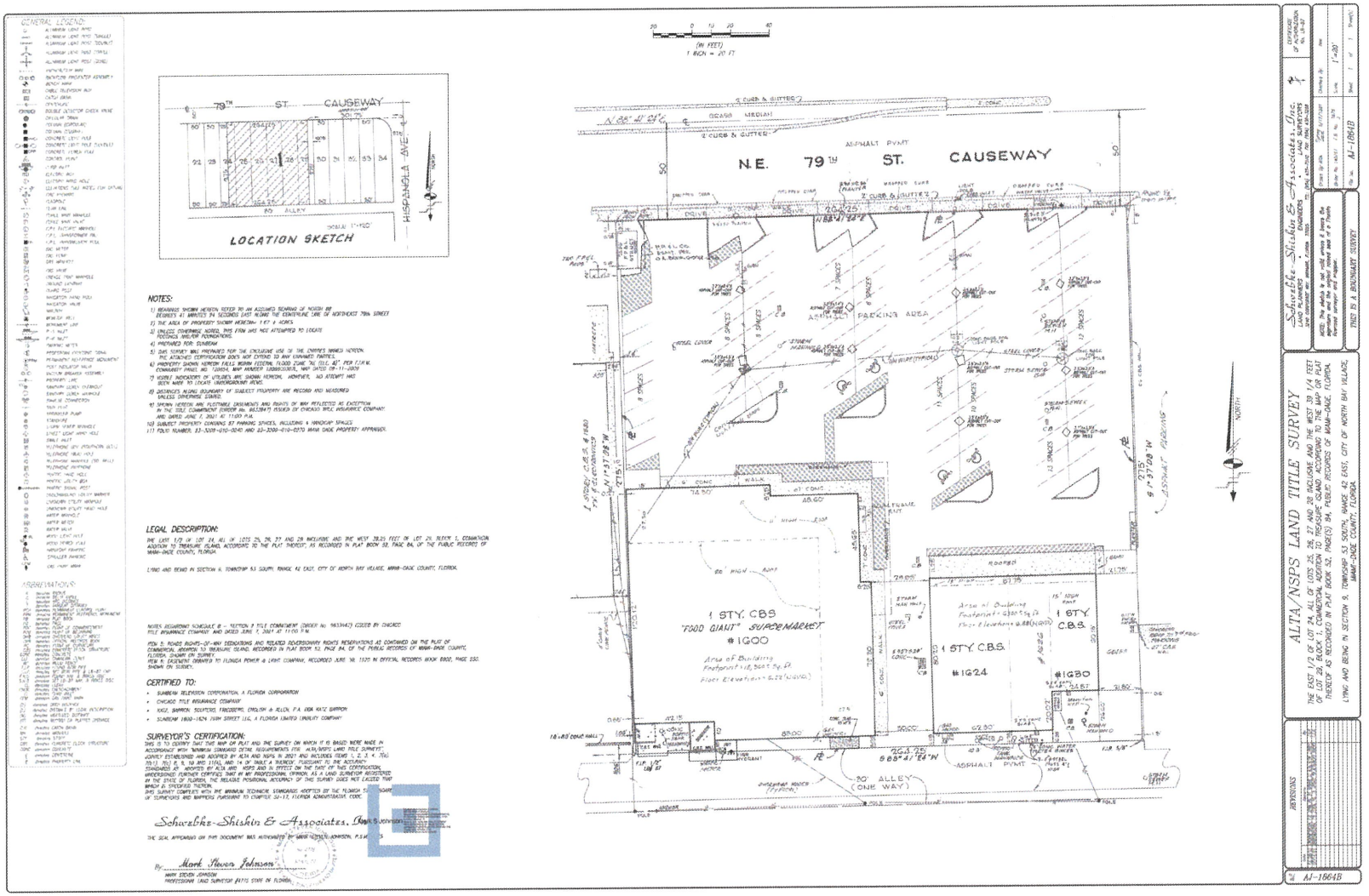

SUNBEAM NBV SAP – SURVEY EXHIBIT 04
Scale: NTS

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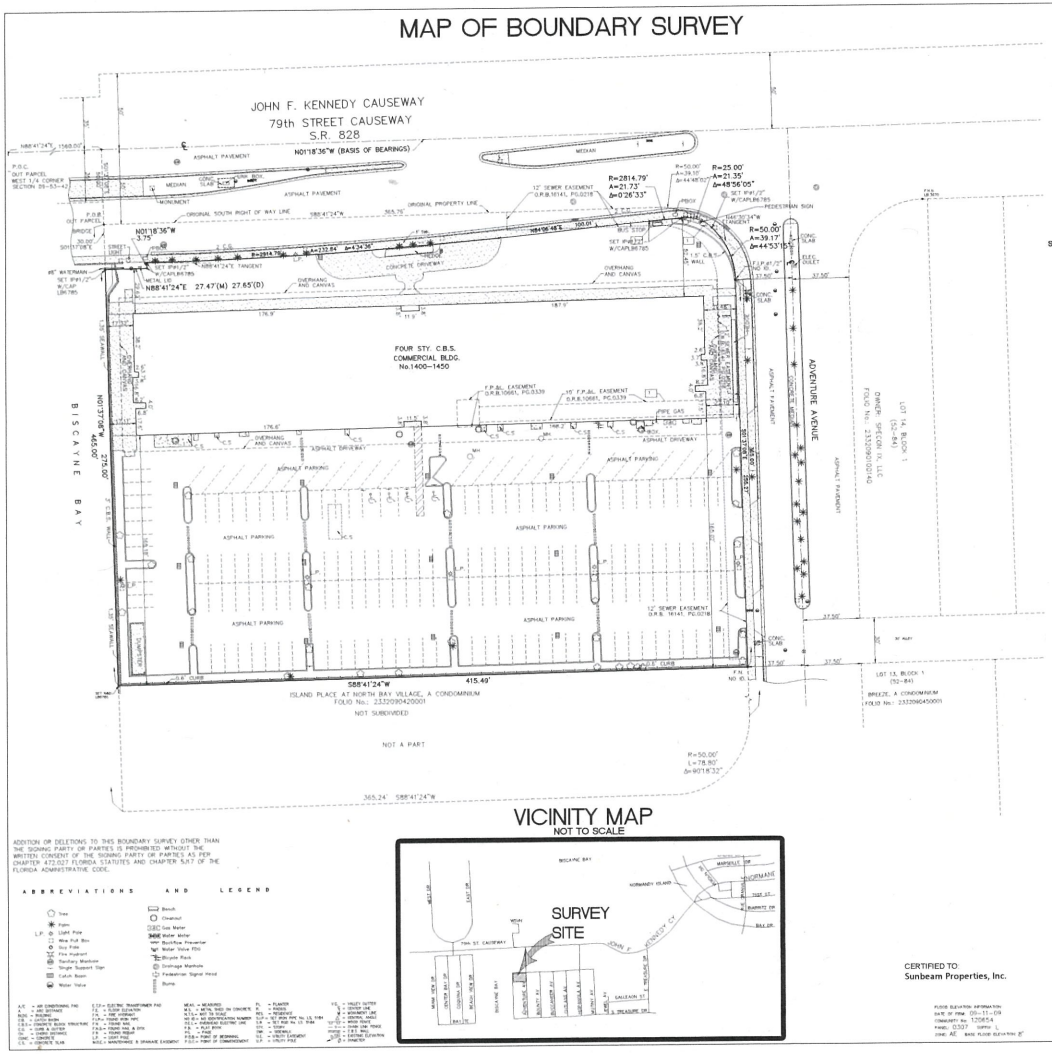
MAP OF BOUNDARY SURVEY



VICINITY MAP

NOT TO SCALE

ADDITION OR DELETIONS TO THIS BOUNDARY SURVEY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

ABBREVIATIONS AND LEGEND

A/C = AIR CONDITIONING PAD
A = ARC DISTANCE
BLDG. = BUILDING
C.B.S. = CONCRETE BLOCK STRUCTURE
C.L. = CENTER LINE
C.M. = CURB & GUTTER
CONC. = CONCRETE
CONC. = CONCRETE SLAB
E.T.P. = ELECTRIC TRANSFORMER PAD
F.E. = FLOOR ELEVATION
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.N. = FOUND NAIL
F.R.M. = FOUND RAIL & DISC
F.I.R. = FOUND IRON ROD
M.H.W.L. = MEAN HIGH WATER LINE
M.E.L. = METAL EDGE OF CONCRETE
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
N.I.D. = NAIL & DISC IDENTIFICATION NUMBER
O.H.W.L. = OVERHEAD ELECTRIC LINE
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.L. = PLANTER
P.R.M. = PERMANENT REFERENCE MONUMENT
S.F. = SET IRON PIPE No. LS 7184
S.I.R. = SET IRON ROD No. LS 7184
S.M.H. = SEWER MANHOLE
SW. = SIDEWALK
U.E. = UTILITY EASEMENT
U.P. = UTILITY POLE
V.C. = VALLEY GUTTER
W.M. = WATER METER
W.V. = WATERVENT VALVE
C.M.U. = CENTRAL MASS UNIT
(M) = MEASURED
(D) = DEED
(P) = PLAT
(C) = CALCULATED
(R) = RADIAL
(NR) = NON RADIAL
(T) = TANGENT
(SR) = SECANT
(CH) = CHORD
(CB) = CHORD BEARING
(RP) = RADIAL PLANE
(NRP) = NON RADIAL PLANE
(PC) = POINT OF CURVATURE
(PT) = POINT OF TANGENCY
(PI) = POINT OF INTERSECTION
(PRC) = POINT OF REVERSE CURVATURE
(PCC) = POINT OF COMPOUND CURVATURE
(POB) = POINT OF BEGINNING
(POC) = POINT OF COMMENCEMENT
(R/W) = RIGHT OF WAY
(C/L) = CENTER LINE
(U/E) = UTILITY EASEMENT
(F/P&L/E) = FLORIDA POWER & LIGHT EASEMENT
(A/E) = ACCESS EASEMENT
(D/E) = DRAINAGE EASEMENT
(L/E) = LANDSCAPE EASEMENT
(L/A/E) = LIMITED ACCESS EASEMENT
(P/U/E) = PUBLIC UTILITY EASEMENT
(B/W) = BOUNDARY LINE
(F/F) = FACE TO FACE
(C/C) = CENTER TO CENTER
(M/F) = MONUMENT TO FACE
(M/M) = MONUMENT TO MONUMENT
(P/P) = PROPERTY LINE TO PROPERTY LINE
(P/C) = PROPERTY LINE TO CENTER LINE
(C/F) = CENTER LINE TO FACE
(C/P) = CENTER LINE TO PROPERTY LINE
(F/C) = FACE TO CENTER
(F/P) = FACE TO PROPERTY LINE
(M/C) = MONUMENT TO CENTER
(M/P) = MONUMENT TO PROPERTY LINE
(C/C) = CENTER TO CENTER
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(C/P) = CENTER LINE TO PROPERTY LINE
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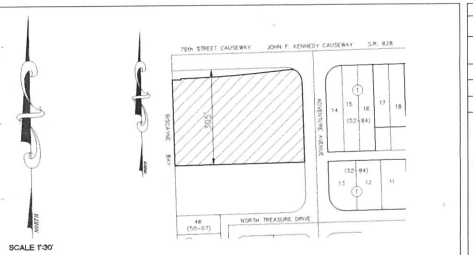
(F/P) = FACE TO PROPERTY LINE
(M/C) = MONUMENT TO CENTER
(M/P) = MONUMENT TO PROPERTY LINE



SCALE 1"=30'

LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 365 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE SCRIBLE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 89°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1568 FEET; THENCE SOUTH 1°37'00" EAST 50.66 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 89°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'20" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'00" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°16'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'00" WEST 465.66 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THEREFROM:
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; RUN NORTH 89°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,568.00 FEET; THENCE SOUTH 1°37'00" EAST A DISTANCE OF 50.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'00" EAST A DISTANCE OF 39.99 FEET; THENCE NORTH 89°41'24" EAST A DISTANCE OF 27.35 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36" WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 89°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY, ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 233.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°56'46" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY, ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 22.34 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°56'46" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY, ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 233.84 FEET TO A POINT OF COMPOUND CURVE; SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY, ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 49°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY, ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°55'07", AN ARC DISTANCE OF 78.48 FEET TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 89°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 365 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE SCRIBLE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 89°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1568 FEET; THENCE SOUTH 1°37'00" EAST 50.66 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 89°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'20" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'00" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°16'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'00" WEST 465.66 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THEREFROM:
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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SURVEYOR'S REPORT:

1) Survey Type: Boundary Survey.
2) Legal description as shown on Schedule "A" of the Title Commitment prepared by First American Title Company, AGENT FILE No.: 3453-0006; FAST FILE No.: 1062-2766920, Dated June 22, 2012 at 11:59 P.M. It is the opinion of this surveyor, that the Legal Description as shown on Schedule "A" of said Title Commitment contains ambiguities. For that matter a differing legal description is shown hereon. FR Aleman and Associates, Inc., was not provided with an updated Opinion of Title for this Updated Survey.
3) Flood Zone: AE, Elevation 8' as per Firm: Community Number: 120654 Panel: 0107, City of North Bay Village, Suffix: L Map Revised September 11, 2009 Map Number: 12086C0107L
4) Property Address: 1400-1440 79th Street Causeway, North Bay Village, Florida 33141
5) Basis of Bearings: Bearings are referred to an assumed value of N88°41'24"E along the centerline of John F. Kennedy Causeway.
6) This survey is subject to easements and other restrictions or dedications which might be reflected in a search of title to the subject lands.
7) There are no party walls and no observable, above ground encroachments other than the one described hereon. Statement of Encroachment: Existing concrete sidewalk and bus stop encroach onto subject property as shown on survey map. Existing Four Story CBS Building encroaches onto 10' FP&L Easement.
8) The relative positional precision for this survey was found to be better than the maximum allowable relative positional precision as per section 3 e (v.) of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
9) Updated on May 24, 2022 to include new Trees, Light Poles, Water Valves, Cleanouts, Water Meters, Gas Meters and Wire Pull Boxes.

I HEREBY CERTIFY:

THAT THIS ATTACHED BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Gaspar A Lobaina
Date: 2022.06.13 14:25:07 -04'00'

Gaspar Lobaina, P.E., PLS
Professional Land Surveyor #2873
State of Florida
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:
Sunbeam Properties, Inc.

FLOOD ELEVATION INFORMATION
DATE OF FIRM: 09-11-09
COMMUNITY No.: 120654
PANEL: 0107 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 8'

LAST DAY FIELD WORK: May 24, 2022
SIGNED: June 13, 2022
FIELD BOOK: 958, page 65-69
CAD FILE: 3958-W03.DWG

REVISIONS	BY
UPDATE 7-11-17	
UPDATE 5-24-22	

1400-1440 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
Sunbeam Properties, Inc.
A FLORIDA LIMITED LIABILITY COMPANY

FR. ALEMAN
FR. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
DORAL, FLORIDA 33178
TEL. (305) 591 - 8777 FAX: (305)599-8749

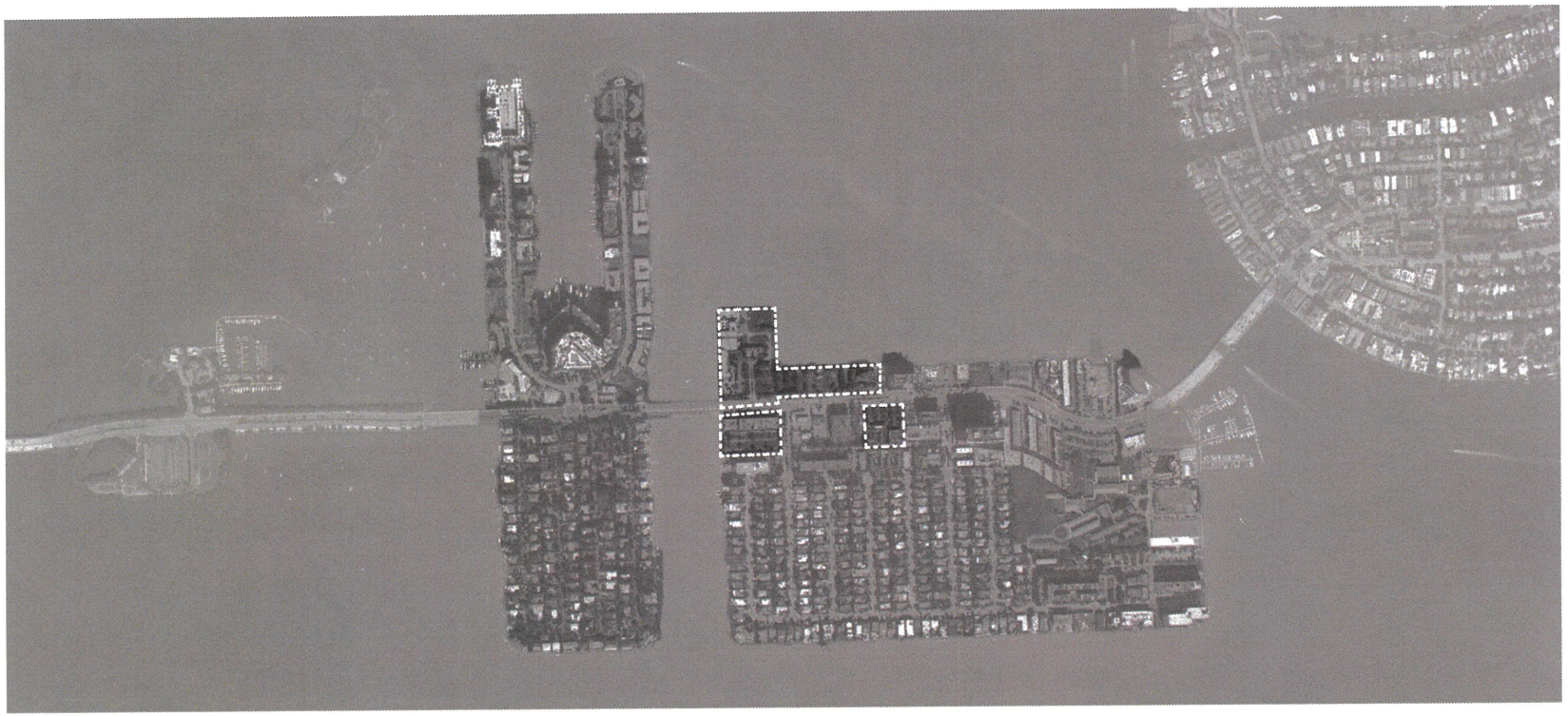
DATE: 09-17-12
SCALE: 1"=30'
DRAWN: T.F.
JOB: 2414W03

SHEET 1
OF 1 SHEETS

SUNBEAM NBV SAP – SURVEY EXHIBIT 05
Scale: NTS

Exhibit C
SITE PLAN

This drawing depicts the design effort of **Plusurbia Design** for this project and is issued for review purposes only as an instrument of the services being rendered. It remains the property of this office, and shall not be copied reproduced or exhibited unless permission in writing is granted.



plusurbia.
plusurbia.com

status: Site Plan NOT FOR CONSTRUCTION

client: SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141

project: Site Plan for Sunbeam NBV SAP

SUNBEAM NBV SAP

SITE PLAN

Mission Statement

"Broadcast Key was created from sand dredged from Biscayne Bay. Ever since, Biscayne Bay has been fighting to reclaim its sand. One of the most important goals of our project is to provide a beneficial impact on the adjacent waters of Biscayne Bay while defending Broadcast Key from the corrosive and erosive action of those same waters."

Team

Owner
Sunbeam
1401 79th Street Causeway
Miami, FL 33141, US
305.795.2650

Land Use
Euclid
46 SW 1st St Ste 300,
Miami, FL 33130, US
305.381.6060

Schubin & Bass
46 SW 1st St Ste 300,
Miami, FL 33130, US
305.381.6060

Urban Planner
Plusurbia Design
1385 Coral Way PH 401,
Miami, FL 33145, US
305.444.4850

Engineer
Kimley Horn
355 Alhambra Cir #1400,
Coral Gables, FL 33134, US
305.673.2025

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	202201
file	Sunbeam NBV Project SAP-BOCD [26x36]
printed	2022.09.27

Cover Sheet

G-0.00

sheet 1 of 12

1258

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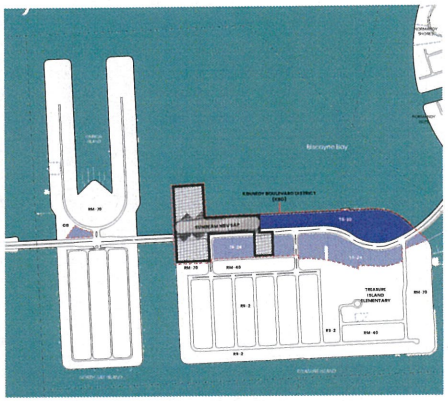
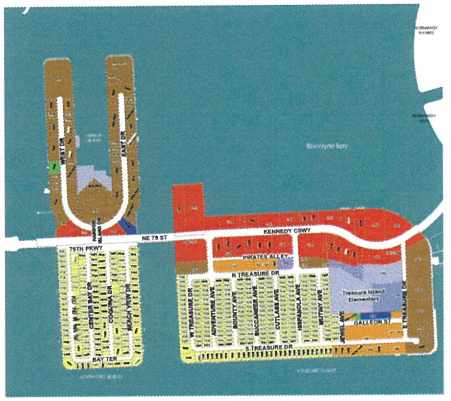
LOCATION MAP
Scale: NTS



FORM-BASED DISTRICTS REGULATING PLAN
Scale: NTS



FUTURE LAND USE MAP
Scale: NTS

Sunbeam NBV SAP

Site Plan General Notes

This Special Area Plan Site Plan ("Sunbeam NBV SAP Site Plan") captions in a condensed, referential manner as supported by various illustrations, tables and other graphics, the set of regulations pertaining to massing, configuration and disposition of structures, appurtenances and other enhancements envisioned for the redevelopment of the land encompassed by the Sunbeam NBV SAP Form-Based Code attached to the Village Code as Appendix A ("Sunbeam NBV SAP").

Applicability.

Regulations in the Sunbeam NBV SAP shall replace the prior zoning and overlay districts within the boundaries described on the Form-Based Districts Regulating Plan. See Section A.1.D, Sunbeam NBV SAP.

The Sunbeam NBV SAP Form-Based Code shall apply to all new construction and substantial modifications, as defined by the Florida Building Code, within the Sunbeam NBV SAP District.

The Sunbeam NBV SAP shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the form-based district except where specified. Where a conflict exists between the Sunbeam NBV SAP and other portions of the ULDC the Sunbeam NBV SAP shall prevail.

Rules of construction.

In their interpretation and application the provisions of the Sunbeam NBV SAP shall be the minimum requirements or maximum limitations as the case may be adopted for the promotion of the public health, safety, morals or general welfare.

Special Area Plan.

The purpose of a Special Area Plan is to allow large scale parcels apt for transformative projects intended to yield enhanced quality of life and spur economic development to be master planned so as to allow greater integration of public improvements and infrastructure, to enable connectivity to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1 and A.1.B.

General.

All regulations of the underlying transect zone and this Code that are not otherwise addressed by the Sunbeam NBV SAP shall apply.

The Sunbeam NBV SAP provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares (as appropriate), cross block pedestrian passages, and civic spaces, with appropriate transitions to abutting areas. Guidelines for thoroughfares and public frontages may be adjusted to the particular circumstances of the Sunbeam NBV SAP.

Flexible allocation of development capacity, height, and density on individual sites within the Sunbeam NBV SAP are allowed so long as the capacity or height distribution does not result in development that is out of scale or character with the surrounding area and provides for appropriate transitions.

Unless a phase, building, or structure is specifically approved as part of the Sunbeam NBV SAP, any building shall be reviewed by the Planning and Zoning Official for conformance with the Sunbeam NBV SAP and the Code and referred to the Village Manager for final administrative approval per the requirements of A.1.H. and Section 5.9, prior to issuance of the building permit.

Specific to Sunbeam NBV.

Purpose and intent. The Sunbeam NBV SAP sets forth the standards aligned with the established Urban Core Transect Zones (T6). These standards are intended to:

- Support the goals of the NBV 100 Master Plan;
- Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes;
- Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions;
- Provide improved standards for a wider, more active, and more accessible Island Walk; and
- Redevelop underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.

Drawing Index

Index

ID	Layout Name
General	
G-0.00	Cover Sheet
G-0.00	General Notes + Index
Architecture Site	
AS-1.01	Key Plan + Tax Folios
AS-1.02	Survey Exhibits
AS-1.03	Survey Exhibits
AS-1.04	Survey Exhibits
AS-1.05	Survey Exhibits
AS-1.06	Survey Exhibits
AS-1.07	Site Plan Setbacks + Tabulations
AS-1.08	Site Plan View Corridors + Cross-block Passages
AS-1.09	Site Plan + Island Walk
AS-1.10	Site Plan Allowable Height

plusurbia.
plusurbia.com

status: ***Site Plan NOT FOR CONSTRUCTION***

client: ***SUNBEAM***
1401 79th Street Causeway
MIAMI, FL 33141

project: ***Site Plan for Sunbeam NBV SAP***

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20229
file	Sunbeam NBV Project SAP-SDCD [24x36]
printed	2022.09.27

General Notes + Drawing Index

G-0.01

sheet 2 of 12

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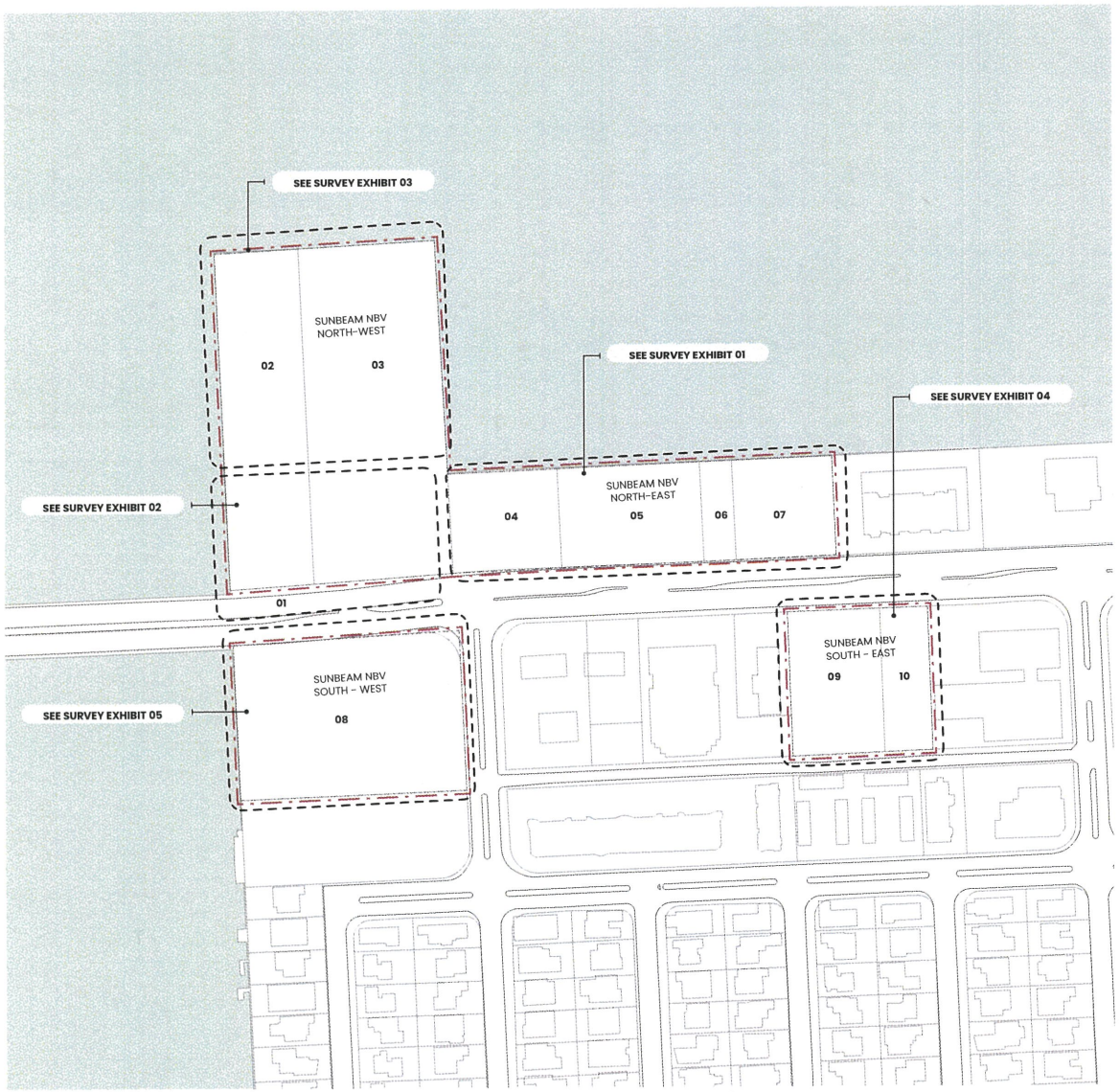

SUNBEAM NBV SAP - KEY PLAN
Scale: 1:100

Project Boundary

0 50 100 200 400



LOCATION MAP
Scale: NTS

Tax Folios Table

Folio		Lot Area SF	Lot Area AC
01	23-3209-000-0010	1,000	0.023
02	23-3209-000-0200	94,379	2.167
03	23-3209-000-0201	145,490	3.340
04	23-3209-000-0020	36,000	0.826
05	23-3209-000-0030	47,700	1.095
06	23-3209-000-0031	10,800	0.248
07	23-3209-000-0040	36,000	0.826
Sub-Total North Side		**371,369**	**8.525**
08	23-3209-000-0161	118,417	2.718
Sub-Total South Side - West		**118,417**	**2.718**
09	23-3209-010-0240	48,125	1.105
10	23-3209-010-0270	24,543	0.563
Sub-Total South Side - East		**72,668**	**1.668**
GRAND TOTAL		**562,454**	**12.912**

*For the purposes of this study lot areas from the Miami Dade Property Appraiser are used.

Folio #23-3209-000-010 (part of Kennedy Blvd) included to calculate maximum FAR and density but not for development purposes.

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status: Site Plan NOT FOR CONSTRUCTION

client: SUNBEAM 1401 75th Street Causeway MIAMI, FL 33141

project: Site Plan for Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan

Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-EDCD [24x36]
printed	2022.09.27

Key Plan + Tax Folios

AS-1.01

sheet 3 of 12

1260

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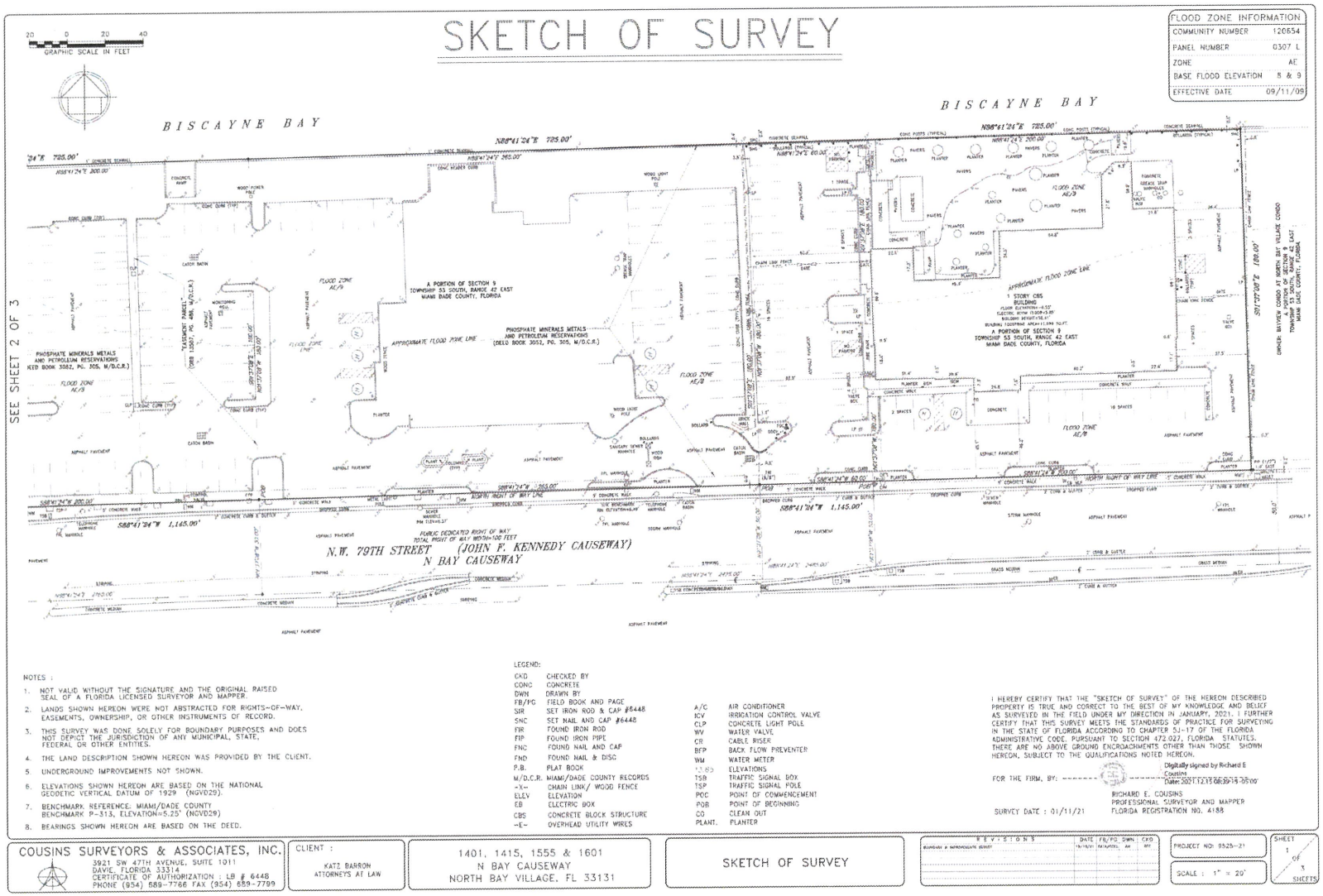
SKETCH OF SURVEY



NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK P-313, ELEVATION=5.25' (NGVD29)
8. BEARINGS SHOWN HEREON ARE BASED ON THE DEED.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS
-x-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
EB	ELECTRIC BOX
CBS	CONCRETE BLOCK STRUCTURE
-E-	OVERHEAD UTILITY WIRES
A/C	AIR CONDITIONER
ICV	IRRIGATION CONTROL VALVE
CLP	CONCRETE LIGHT POLE
WV	WATER VALVE
CR	CABLE RISER
BFP	BACK FLOW PREVENTER
WM	WATER METER
13.85	ELEVATIONS
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CO	CLEAN OUT
PLANT.	PLANTER

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN JANUARY, 2021. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____ Digitally signed by Richard E Cousins Date: 2021.12.15 08:39:16 -05'00'

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

SURVEY DATE : 01/11/21

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT : KATZ BARRON ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN.	CKD.
BOUNDARY & IMPROVEMENTS SURVEY	1/11/21	FB/PG#1	AK	MT

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 1 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 01
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

Rev.	Mk'd	Comment
2022.03.24		Site Plan
2022.06.01		Site Plan
2022.06.27		Site Plan

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-SOCD [24x36]
printed	2022.09.27

Survey Exhibits

AS-1.02

sheet 4 of 12

1261

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SKETCH OF SURVEY

GRAPHIC SCALE IN FEET
20 0 20 40

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

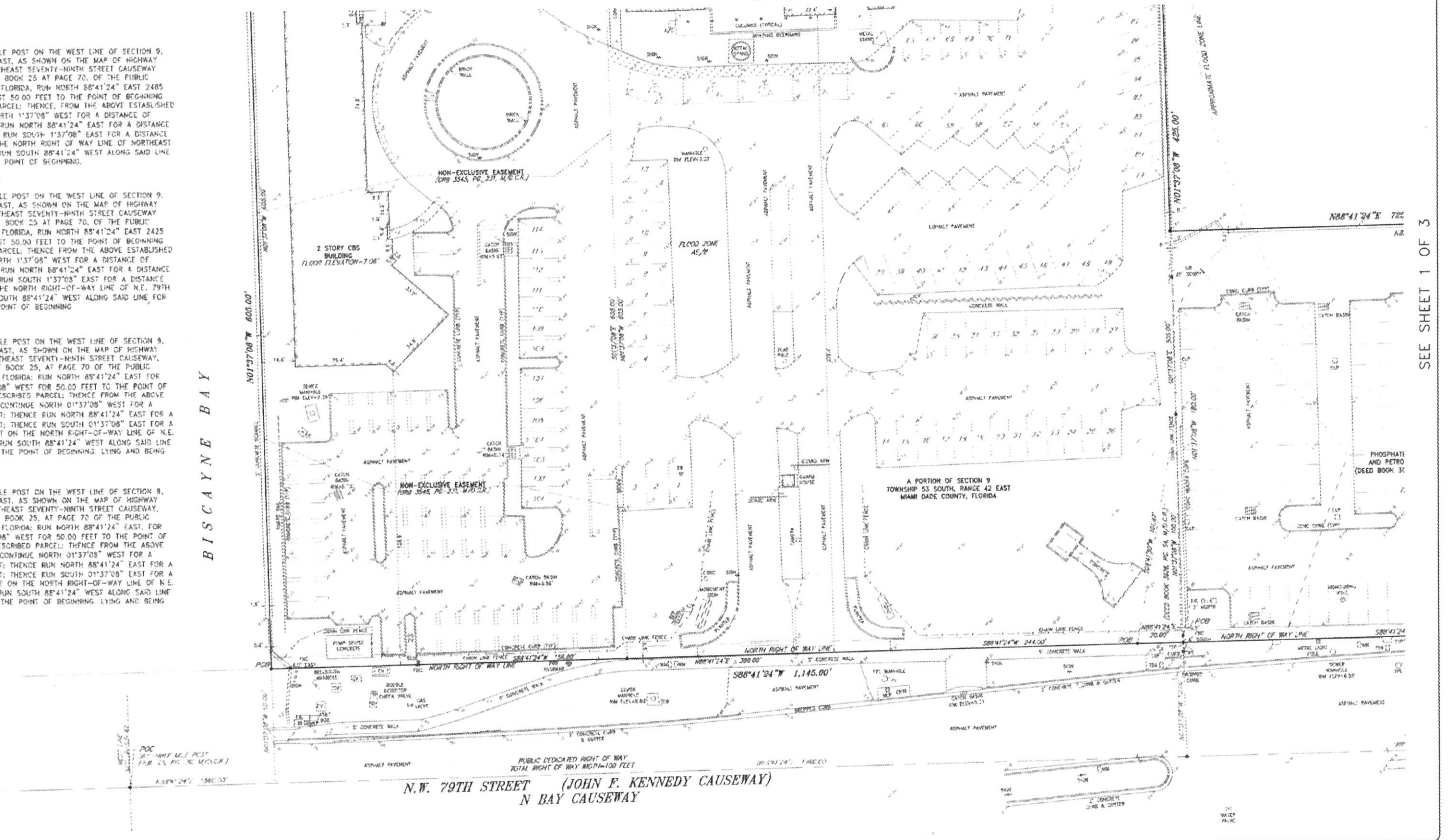
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1380 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 190 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 190 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : KATZ BARRON ATTORNEYS AT LAW	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131	SKETCH OF SURVEY	REVISIONS BOUNDARY & IMPROVEMENTS SURVEY	PROJECT NO: 9525-21 SCALE : 1" = 20'

SHEET 2 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 02
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

Rev.	Mk'd	Comment
2022.03.24		Site Plan
2022.06.01		Site Plan
2022.08.27		Site Plan

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-SDCD [dwgs]
printed	2022.09.27

Survey Exhibits

AS-1.03

sheet 5 of 12

1262

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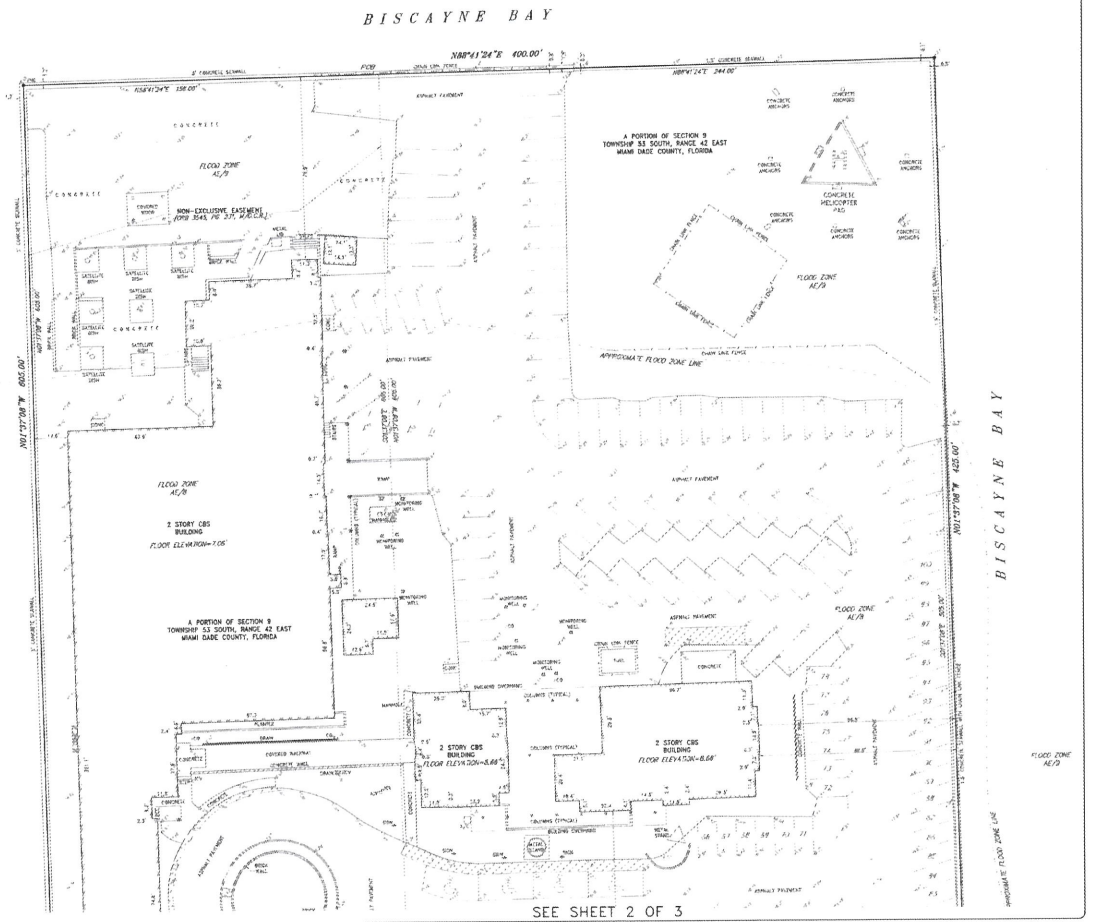
SKETCH OF SURVEY



20 0 20 40
GRAPHIC SCALE IN FEET

LAND DESCRIPTION:

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY W.R. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3928 AT PAGE 54.

TOGETHER WITH:

THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : KATZ BARRON ATTORNEYS AT LAW	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131	SKETCH OF SURVEY	REVISIONS / DATE FB/PG DWN CKD PROJECT NO: 9525-21 SCALE : 1" = 20'

SHEET 3 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 03
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.08.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-BOCD [24x36]
printed	2022.09.27

Survey Exhibits

AS-1.04

sheet 6 of 12

1263

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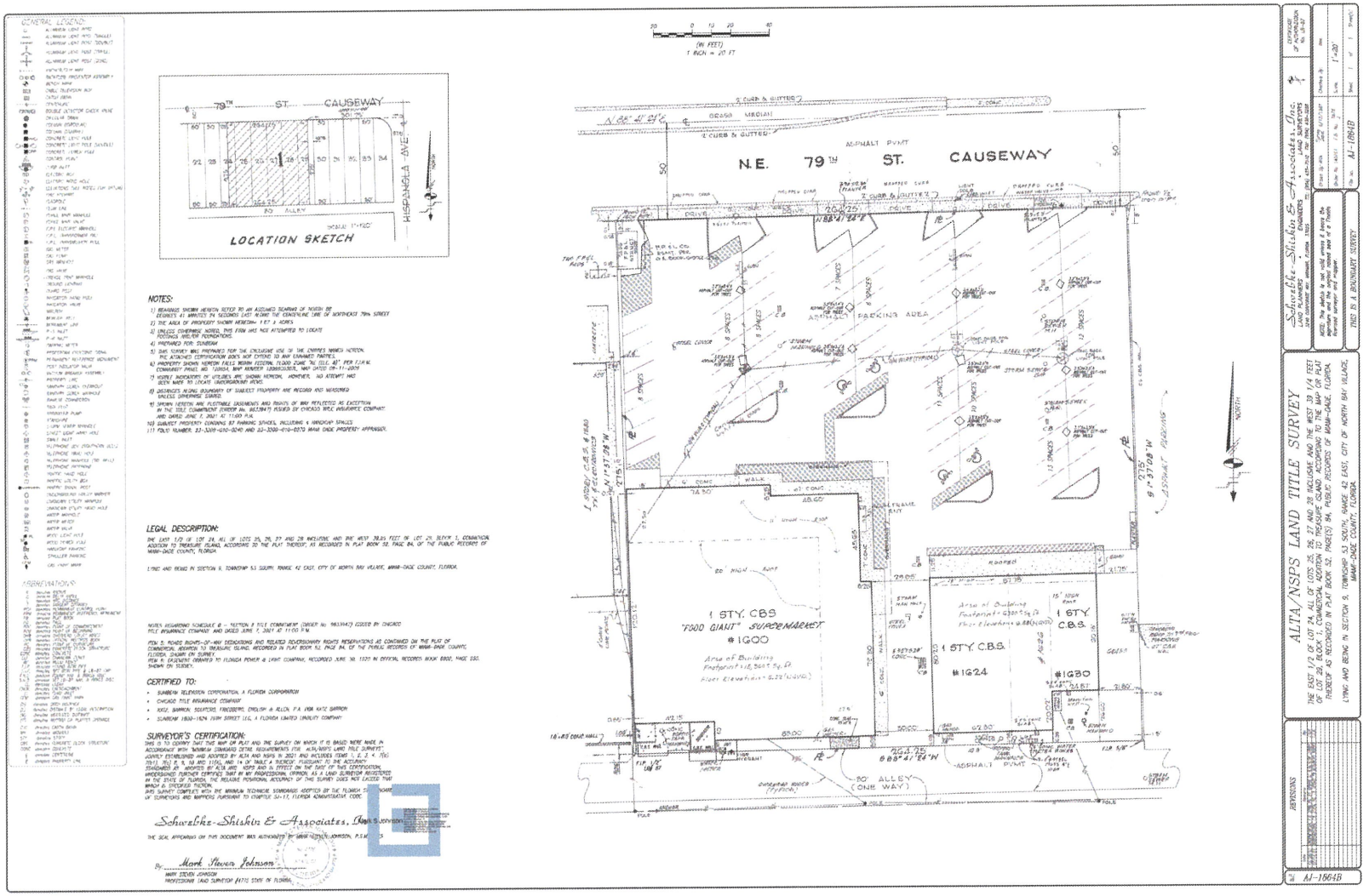

SUNBEAM NBV SAP – SURVEY EXHIBIT 04
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1400 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.09		Site Plan
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Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-SOCD [24x36]
printed	2022.09.27

Survey Exhibits

AS-1.05

sheet 7 of 12

1264

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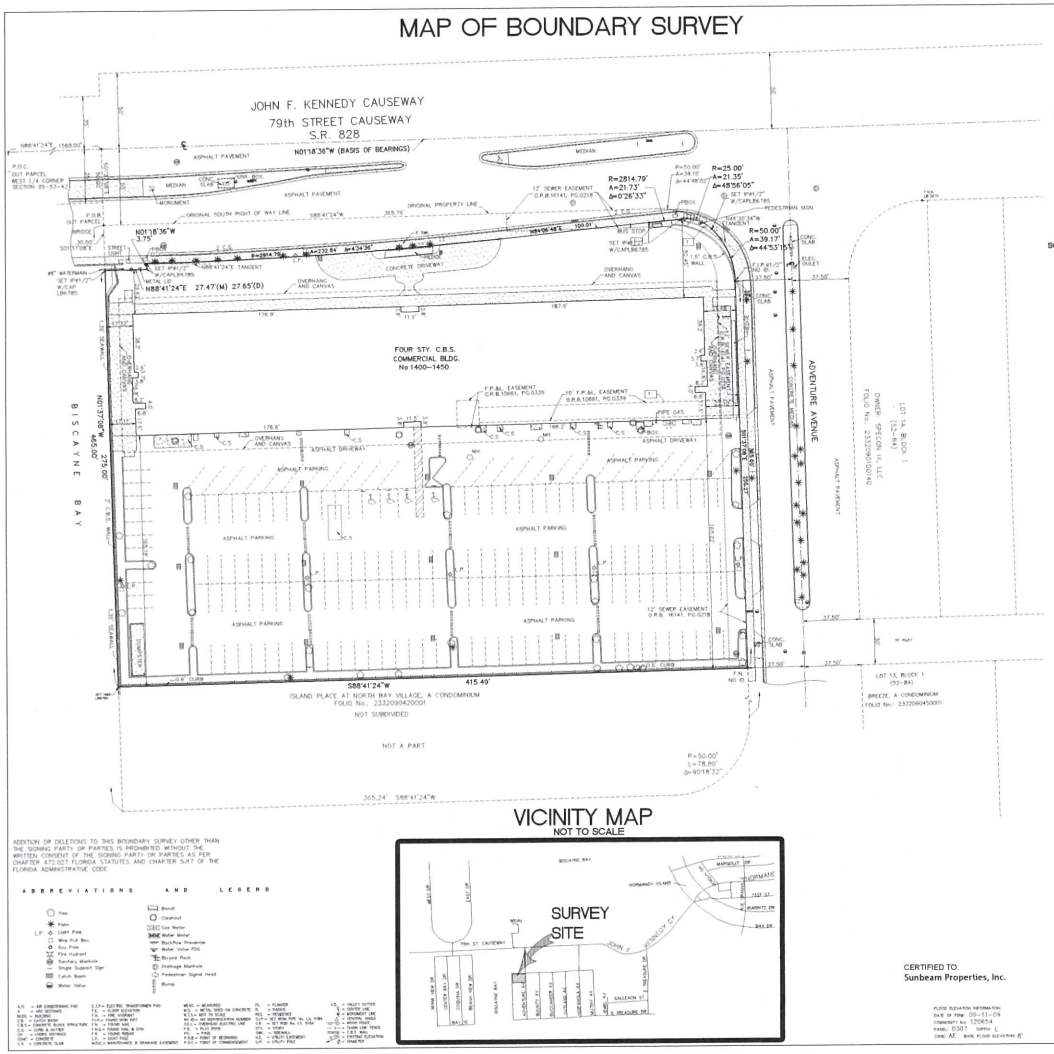
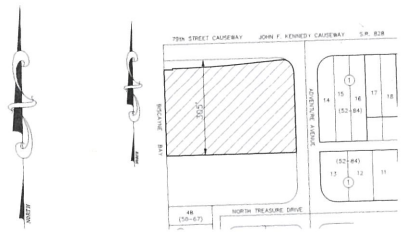
MAP OF BOUNDARY SURVEY



VICINITY MAP
NOT TO SCALE



SCALE 1"=30'

ADDITION OR DELETIONS TO THIS BOUNDARY SURVEY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027, FLORIDA STATUTES, AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

ABBREVIATIONS AND LEGEND

A/C = AIR CONDITIONING PAD
B.M. = BENCH MARK
C.B. = CATCH BASIN
C.B.S. = CONCRETE BLOCK STRUCTURE
C.L. = CURB & GUTTER
CH. = CHORD DISTANCE
C.M. = CONCRETE MONUMENT
CONC. = CONCRETE SLAB
E.T.P. = ELECTRIC TRANSFORMER PAD
F.F. = FINISH FLOOR
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.N.D. = FOUND NAIL & DISK
I.R. = FOUND IRON ROD
L.P. = LIGHT POLE
N.R.D. = NAIL & DISK
MEAS. = MEASURED
N.T.S. = NOT TO SCALE
NO.E.= NO ENCROACHING NUMBER
O.H.L. = OVERHEAD UTILITY LINE
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.L. = PLANTER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVATURE
P.T. = POINT OF TANGENCY
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
S.I.P. = SET IRON PIPE No. LB 7816
S.N.D. = SET NAIL & DISK
S.P.K. = SET PK NAIL
SWK. = SIDEWALK
T.B.M. = TEMPORARY BENCH MARK
U.P. = UTILITY POLE
W.F. = WOOD FENCE
W.M. = WATER METER
W.V. = WATER VALVE
= CENTER LINE
= CHAIN LINK FENCE
= CONCRETE BLOCK WALL
= EASEMENT LINE
= EXISTING GRADE
= PROPERTY LINE
= SET 5/8" IRON ROD & CAP No. LB 7816
= SET NAIL & DISK
= WOOD FENCE
= WOOD POWER POLE
= WATER METER
= WATER VALVE
= CONCRETE SLAB
= CONCRETE BLOCK STRUCTURE
= CATCH BASIN
= CONCRETE MONUMENT
= CENTRAL ANGLE
= CHORD BEARING
= CHORD DISTANCE
= DELTA ANGLE
= DRAINAGE EASEMENT
= ELECTRIC TRANSFORMER PAD
= FOUND
= IDENTIFICATION
= IRON PIPE
= IRON ROD
= LENGTH OF ARC
= MEASURED
= MAINTENANCE & DRAINAGE EASEMENT

CERTIFIED TO:
Sunbeam Properties, Inc.

FLOOD ELEVATION INFORMATION
DATE OF FIRM: 09-11-09
COMMUNITY No.: 120654
PANEL: 0317 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 8'

LEGAL DESCRIPTION (As per Warranty Deed)
THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:
COMMENCING AT THE 10 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1569 FEET; THENCE SOUTH 1°37'09" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'20" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'09" EAST 305.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'09" WEST 495.00 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION A DISTANCE OF 1569.00 FEET; THENCE SOUTH 1°37'09" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'09" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST A DISTANCE OF 27.65 FEET(D), 27.47 (FIELD); THENCE NORTH 1°18'36" WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY, ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°14'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 20.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°59'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY, ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°14'36" AND A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 21.13 FEET THROUGH AN ANGLE OF 00°26'33" TO A POINT OF COMPOUND CURVE; SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST, THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05" AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°39'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'55" (DEED), 89°41'20" (FIELD), AN ARC DISTANCE OF 39.16 FEET THROUGH AN ANGLE OF 44°53'15" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION
THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:
COMMENCING AT THE 10 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1569 FEET; THENCE SOUTH 1°37'09" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'20" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'09" EAST 305.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'09" WEST 495.00 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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SURVEYOR'S REPORT:

1) Survey Type: Boundary Survey.
2) Legal description as shown on Schedule "A" of the Title Commitment prepared by First American Title Company, AGENT FILE No.: 34513-0006; FAST FILE No.: 1062-2766920, Dated June 22, 2012 at 11:59 P.M. It is the opinion of this surveyor, that the Legal Description as shown on Schedule "A" of said Title Commitment contains ambiguities. For that matter a differing legal description is shown hereon. FR Aleman and Associates, Inc., was not provided with an updated Opinion of Title for this Updated Survey.
3) Flood Zone: AE, Elevation 8' as per Firm: Community Number: 120654 Panel: 0107, City of North Bay Village, Suffix: L Map Revised September 11, 2009 Map Number: 12086C3071L
4) Property Address: 1400-1440 79th Street Causeway, North Bay Village, Florida 33141
5) Basis of Bearings: Bearings are referred to an assumed value of N88°41'24"E along the centerline of John F. Kennedy Causeway.
6) This survey is subject to easements and other restrictions or dedications which might be reflected in a search of title to the subject lands.
7) There are no party walls and no observable, above ground encroachments other than the one described hereon.
Statement of Encroachment: Existing concrete sidewalk and bus stop encroach onto subject property as shown on survey map. Existing Four Story CBS Building encroaches onto 10' FP&L Easement.
8) The relative positional precision for this survey was found to be better than the maximum allowable relative positional precision as per section 3 e (v.) of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
9) Updated on May 24, 2022 to include new Trees, Light Poles, Water Valves, Cleanouts, Water Meters, Gas Meters and Wire Pull Boxes.

I HEREBY CERTIFY:

THAT THIS ATTACHED BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Gaspar A Lobaina
Date: 2022.06.13 14:25:07 -04'00'

Gaspar Lobaina, P.E., PLS
Professional Land Surveyor #2873
State of Florida
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LAST DAY FIELD WORK: May 24, 2022
SIGNED: June 13, 2022
FIELD BOOK: 959, page 46-49
CADFILE: 2019 WO 1 DWG

REVISIONS	BY
UPDATE 7-11-17	
UPDATE 5-24-22	

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
MIAMI, FLORIDA 33178
TEL. (305) 591-8777 FAX. (305)599-8749

1400-1440 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
Sunbeam Properties, Inc.
A FLORIDA LIMITED LIABILITY COMPANY

F.R. ALEMAN

DATE 06-17-12
SCALE 1"=30'
DRAWN T.F.
JOB 2414W03
SHEET 1 OF 1 SHEETS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.06.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

Number	202201
file	Sunbeam NBV Project SAP+SOCO [24x36]
printed	2022.09.27

Survey Exhibits

AS-1.06

sheet 8 of 12

SUNBEAM NBV SAP - SURVEY EXHIBIT 05
Scale: NTS

1265

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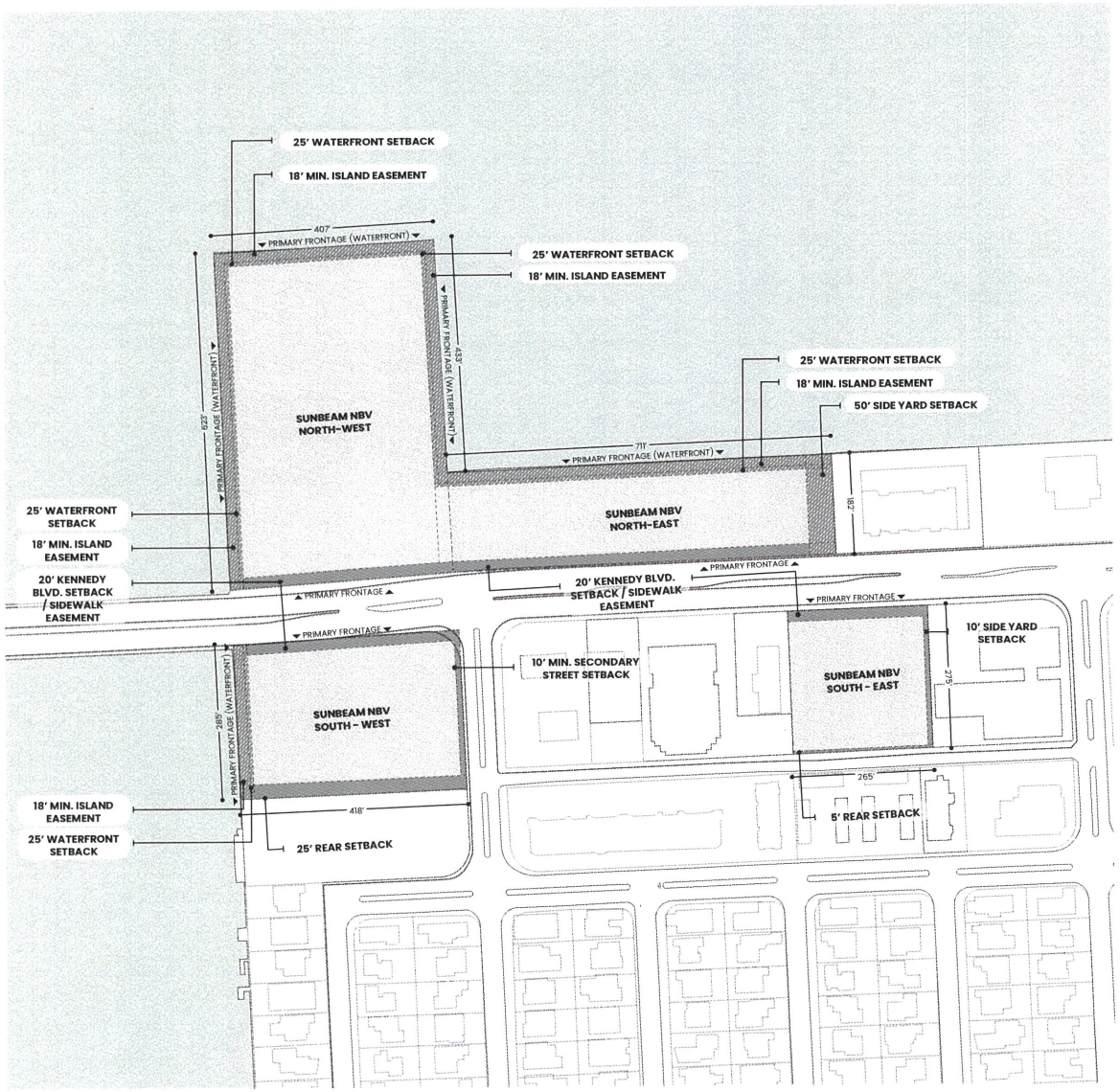

SUNBEAM NBV SAP - SETBACKS
Scale: 1:100

SUMMARY TABLE

A.7.A.1 Summary Table General to Sunbeam NBV SAP

SUNBEAM NBV SAP SUMMARY TABLE		
1. GENERAL	REQUIRED	PROVIDED
Lot Area		
Density		
Intensity		
Open Space Requirement		
Civic Space		

A.7.B Summary Table and Illustrations – Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE			
1. BUILDING DISPOSITION.		WEST	EAST
I. LOT OCCUPATION.	REQUIRED	PROVIDED	
2. BUILDING SETBACK.			
3. BUILDING CONFIGURATION.			
1. FRONTAGE (KENNEDY CAUSEWAY)			
4. BUILDING HEIGHT.	REQUIRED	WEST	EAST

A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. BUILDING DISPOSITION.		
I. LOT OCCUPATION.	REQUIRED	PROVIDED
II. BUILDING SETBACK.		
2. BUILDING CONFIGURATION.		
1. FRONTAGE (KENNEDY CAUSEWAY)		
II. BUILDING HEIGHT.	REQUIRED	PROVIDED

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project
Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.14		Site Plan
2022.06.01		Site Plan
2022.06.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP+SDCD [24x36]
printed	2022.09.27

Site Plan Setbacks + Tabulations

AS-1.07

sheet 9 of 12

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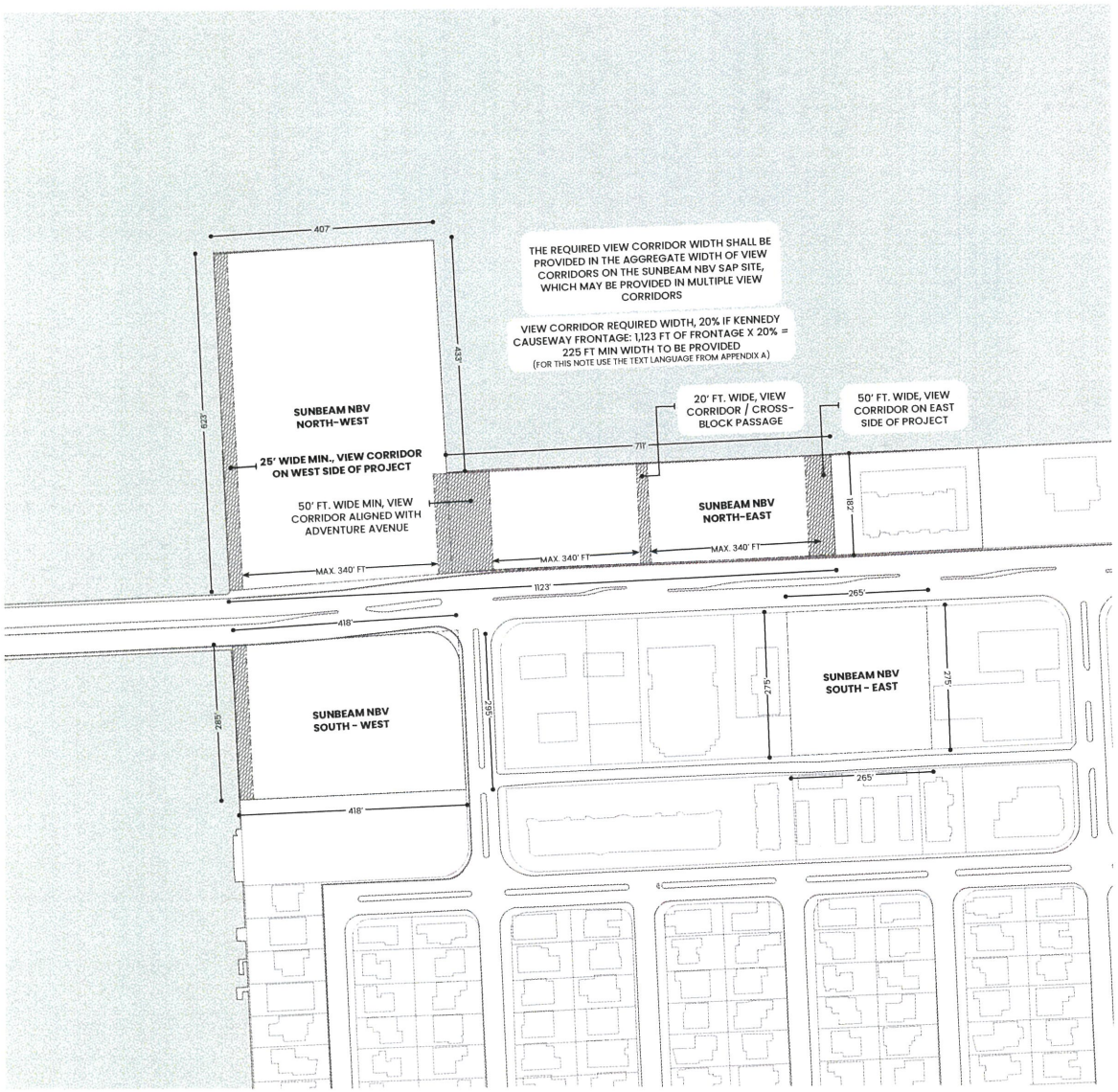

SUNBEAM NBV SAP - OPEN SPACE / VIEW CORRIDORS / CROSS-BLOCK PASSAGES

Scale: 1:100

VIEW CORRIDOR STANDARDS

(a) Purpose and intent. The purpose of a view corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Wayfinder-type shared space that prioritizes the pedestrian experience over vehicles. The view corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view. In the Sunbeam NBV SAP, vehicle view corridors shall be provided and visual access shall be secured by maintaining a minimum two story, high clearance zone through the length of the view corridor.

(b) The aggregate width of view corridor(s) shall equal 20 percent of the aggregate length of all of the parcels fronting Kennedy Causeway. A view corridor shall have a minimum width of 25 feet.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than five feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 30 minutes. Turning movements associated with access to loading docks are allowed.

(i) Vehicular traffic shall be controlled with paving patterns, bumping, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3 A.2.e.

ISLAND WALK PUBLIC ACCESS WALKWAYS

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a fifty-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional passes or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours of the Island Walk.

(f) The non-exclusive easement shall be indicated on the submittals for the Site Plan Modification Permit approval process and recorded with the Lifdyk.

CROSS-BLOCK PASSAGES

For sites with 340 feet frontage length or more, on the northside of 16th Street Causeway, a cross-block passage or view corridor, as appropriate, shall be provided as indicated in the Sunbeam NBV SAP as shown in Section A.3.c.

If the frontage line of a site is at any point more than 550 feet from a thoroughfare intersection the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.3.c. Such a cross-block pedestrian passage shall be covered above the second story throughout its length with buildings spanning over the passage or structures connecting buildings, such as a bridge, pedestrian bridge, or walkover bridge. A pedestrian passage, including passage are encouraged to connect Fenwick Causeway to the Island Walk, other thoroughfares, Flinders Alley, parks and other amenities. A pedestrian passage may be roofed and shall be lined with transparent glass and windows.

SUNBEAM NBV SAP CROSS-BLOCK PASSAGE TABLE	

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status: Site Plan NOT FOR CONSTRUCTION

client: SUNBEAM
1401 79th Street Causeway
Miami, FL 33141

project: Site Plan for Sunbeam NBV SAP

Revisions

Rev.	Mk'd	Comment
2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-SDCD [24x36]
printed	2022.09.27

Site Plan View Corridors + Cross-block Passages

AS-1.08

sheet 10 of 12

1267

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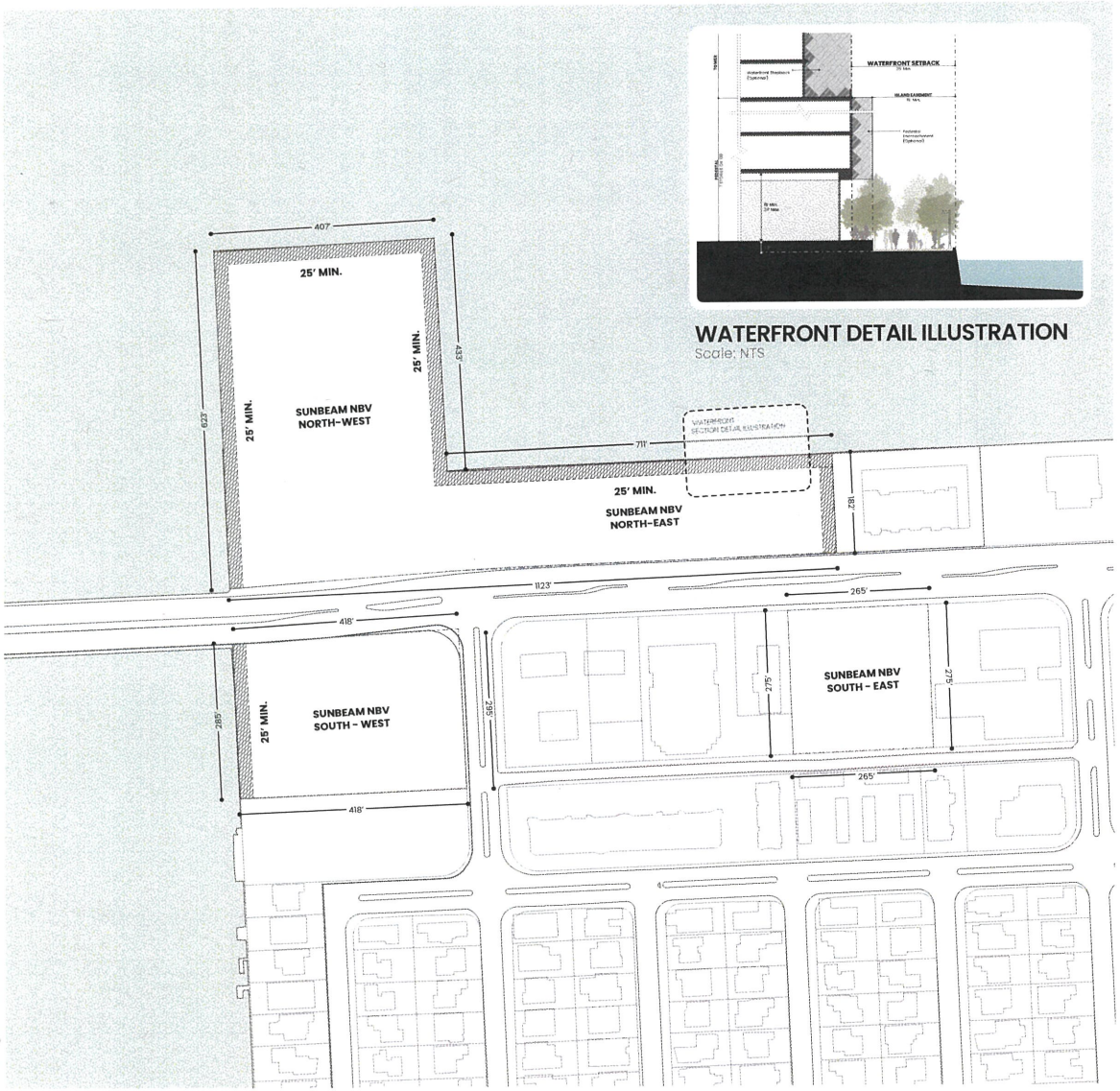

WATERFRONT DETAIL ILLUSTRATION
Scale: NTS

SUNBEAM NBV SAP - ISLAND WALK
Scale: 1:100

0 50 100 200 400

ISLAND WALK DESIGN STANDARDS

(a) ***Purpose and Intent.*** The Island Walk is a public access, mixed-use pedestrian promenade along the waterfront that shall feel public, provide visual access to the bay, enhance visual quality, connect to other public areas, and provide venues for public art, historic signage, and environmental education signage. Where practical, retail, restaurants with outdoor dining, boating and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged. See also Section A.1.b, Section Detail Illustration.

(b) ***General requirements.***

i. Every waterfront property is provided at least a minimum Island Walk easement within the 25 foot waterfront setback.

ii. The location of the easement shall be identified on the site plan for the Site Plan Approval process and reviewed with the Design.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining areas, kiosks for food and retail, open air or covered and enclosed.

v. Access to docks for boats or watercraft landings is required and encouraged.

vi. The surface may be a minimum of eight inches below the residential first floor.

(c) ***Design standards for the Island Walk.*** The easement shall consist of three zones, which are listed in order from the landward edge of the seawall expanding progressing waterward towards the private property. See Section A.1.a, Section Detail Illustration.

i. Setback zone. A minimum three foot wide open pedestrian to the sea wall that shall be setback and is unobstructed.

(a) Where awnings, vents, or other similar items are not projecting over the walkway edge, wider zone widths should be required when building façade is over the minimum height allowed. The above widths are minimums. Final zone widths may be increased at design review.

(b) Seating within the widest zone may be in the form of outdoor chairs with "chair rails" approximately three inches wide to help define the edge of the zone, set at a comfortable viewing distance from the water's edge, and/or may be integrated into the seawall wall.

(c) Planting beds shall be a minimum three feet wide and if they are used to define boundary edge to pedestrians, they shall be evenly spaced at approximately 20 to 25 feet on center. Low shrubs or ground cover are encouraged at the zone of the base of palms, not to exceed two feet in height, unless they are limited to the center of large wide planters, or palm trees.

(d) In areas between the planting beds, a minimum three foot wide unobstructed, open space shall be provided. Every effort shall be made to locate these pockets to avoid penetration of the Island's edge creating "blind spots" and concealment.

(e) Benches, lighting, trash cans, and other features required by the Design may not be installed to protrude into the pedestrian clear zone, but shall be evenly spaced at the water's edge of the zone, never planted or placed immediately as to be hard to center.

(d) ***Circulation zone.*** A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 15 feet.

i. The circulation zone may typically be located immediately adjacent to the seawall, right of way, or easement, it may meander within the 25 foot wide setback.

(a) Subject to the alignment of the property line demarcation.

(b) The circulation zone shall align with previously constructed sections of the Island Walk on adjacent parcels.

(c) The circulation zone shall have the path of the circulation route.

(d) The circulation zone shall provide the edge of the path.

ii. Obstructions by permanent (trees, benches, lighting, etc.) within the circulation zone shall not result in the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be unobstructed at all times, providing pedestrians with clear, continuous access through the Island Walk, except for temporary closures necessary for repairs.

(a) The circulation zone must provide a continuous passing pattern that extends the length of the Island Walk. The pattern shall be approved by the Design Commission.

iv. The pedestrian surface shall be of a consistent material(s) and shall be acceptable to Design Commission prior to the issuance of the building permit. The surface shall be constructed of materials that are slip resistant when wet and shall not be less than 85 at the time of Certificate of Occupancy.

(e) ***Passive zone.*** A minimum three-foot wide area located along the inland side of the circulation zone interspersed with shade trees, landscaping, site furniture, lighting, accessories and concessions.

i. Small lengths of the passive zone not to exceed the road width may be eliminated up to 50 feet above the width of the private road for vehicular parking and ingress/egress.

ii. Services may occur here, and shall be screened from view as much as practical.

iii. Site furniture may include ornamental pedestrian amenities, but shall be confined to this zone. Activities shall be permanently fastened (weighted) to prevent tipping or movement.

iv. Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and ornamental lighting. Accessories shall be selected to avoid visual clutter.

v. The passive zone may be planted in front of residential apartments, hotels or other uses.

vi. Where practical, connections to the Island Walk shall be provided.

(f) ***Transition zone.*** A minimum seven foot wide zone that is the balance of the waterfront setback that is not part of the Island Walk easement. Typically, it is located on the landward side of the easement fronting the building, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

i. Active uses are required and encouraged, including restaurants, outdoor seating, retail, entertainment, and cooperations for food and drink sales and rental of recreational equipment.

ii. Where the building footprint is not built, these zones shall be connected to the Island Walk. They shall not be screened visually or restricted for outdoor viewing.

iii. The active transition zone may be raised one foot above the Island Walk, permitting seating walls, planters, and other features that enhance the pedestrian experience.

iv. A minimum of 50 percent of the zone must be open to the sky.

v. Seating is not required to be provided, but may be provided by the owner for the purpose of enhancing activity. All chairs and tables shall be of a quality to withstand the weather conditions of the area.

vi. No apparent encroachment shall occur into the public realm, including, but not limited to, planters, landscaping, signage, railings, and entry features, unless approved by the Design Commission.

vii. No garbage or trash receptacles or other forms of waste storage shall be visible from the Island Walk, and shall be screened from view.

(g) ***Exceptions.***

i. The public realm areas may be combined, relocated, or eliminated, and may be temporarily closed, for the purpose of providing access to the Island Walk and shoreline, or for the maintenance and repair of the shoreline and the seawall.

(h) ***Standards and guidelines for design elements.***

i. *Landscaping.*

(a) Plant materials from the list below are commonly native to Florida's tropics.

(b) Sod is not to be used in the Island Walk zone.

(c) Shade trees are to be provided within the passive zone at a minimum spacing of 30 feet on center.

(d) Low shrubs and ground cover shall be provided in the zone of the Island Walk passive to enhance views and to help define the pedestrian clear zone.

(e) All trees planted in paved areas shall be provided in the planting area and permeable area. Trees on raised planters shall be provided in raised.

ii. *Lighting.*

(a) Lighting of the Island Walk shall be for pedestrian purposes which shall be 10 to 15 foot high and shall be pedestrian scale (12 to 15 feet) in height.

(b) Fixtures shall be coordinated with the Island Walk design with clean, modern, and interesting designs that are low scale.

(c) Glare and light trespass shall be confined to the property line and shall not exceed 0.1 foot candle. Lighting of the Island Walk shall not exceed 1.0 foot candle (maximum) at the property line.

(d) Lighting of all landscaping shall not be permitted unless the light source is not visible to adjacent residential units.

(e) Pedestrian lighting shall be provided for the Island Walk.

(f) Colored lighting shall not be used for security lighting but may be used to light up to accent lighting.

(g) Sculptural lighting shall be allowed, subject to Design review.

iii. *Signage.*

(a) Any sign on any waterfront property shall be reviewed with a view to ensure Island Walk identification signs to be specified by the Design.

(b) No signs, except for those permit including temporary construction, commercial, construction, real estate, and other signs that are necessary for the identification, operation and protection of the property and those signs required for the Design.

(c) Internally illuminated, flashing or animated signs shall not be permitted.

(d) Temporary signage, banners, or entertainment features and decorations shall not be limited in the passive zone.

(e) Signage shall be durable, weather resistant, vandal resistant, and graffiti resistant.

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
Miami, FL 33141
client

project

Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	202201
file	Sunbeam NBV Project SAP-SDCD [24x36]
printed	2022.09.27

Site Plan + Island Walk

AS-1.09

sheet 11 of 12

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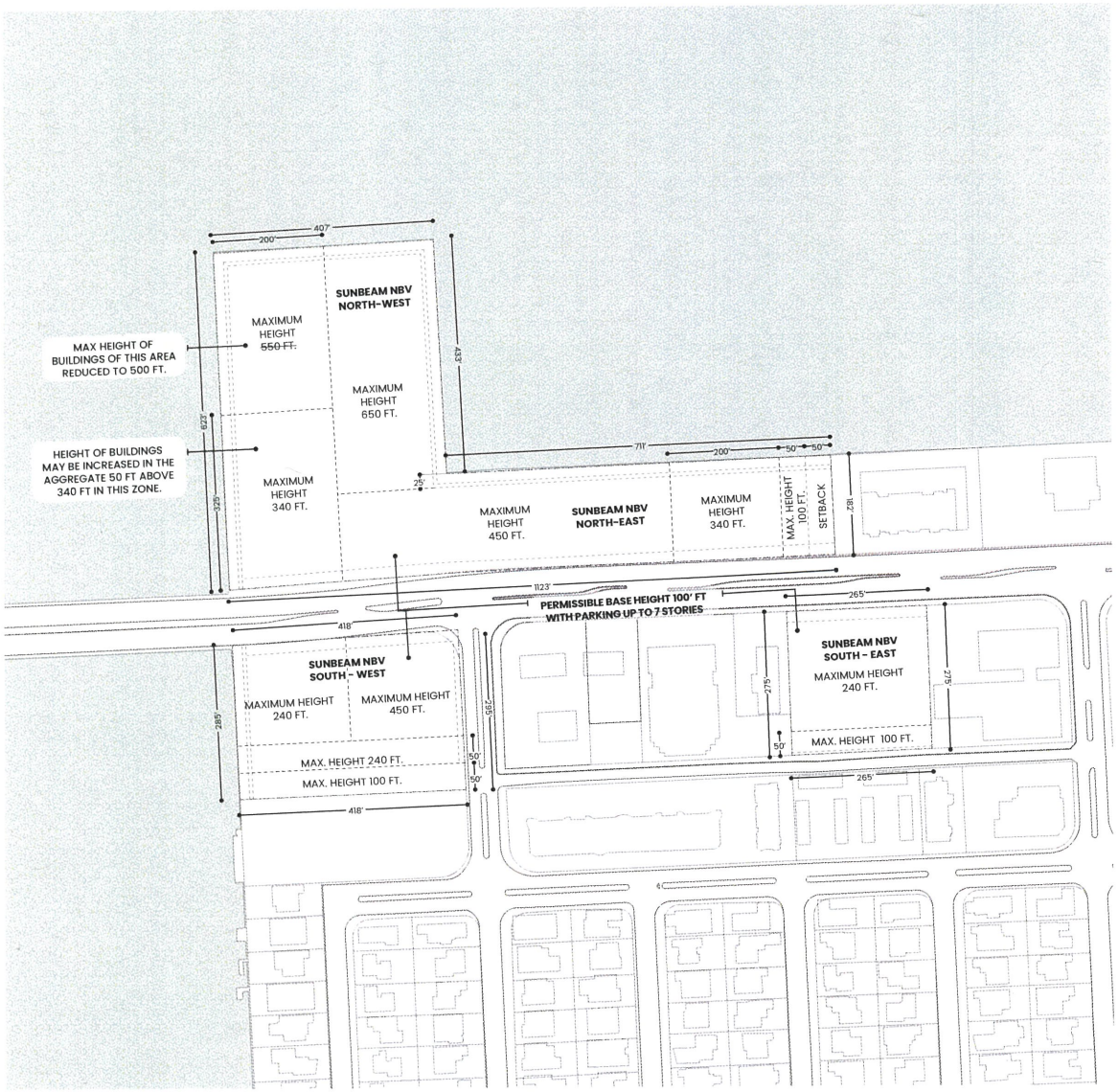
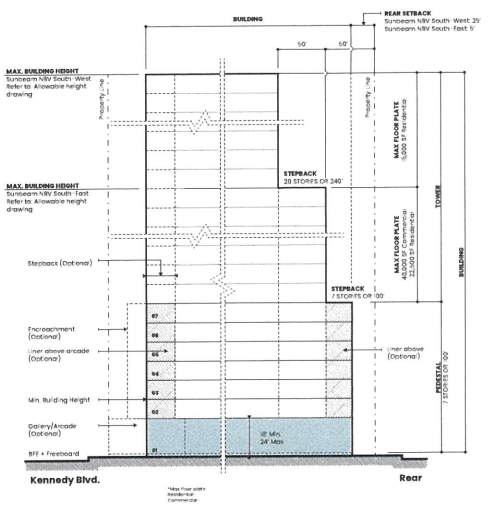
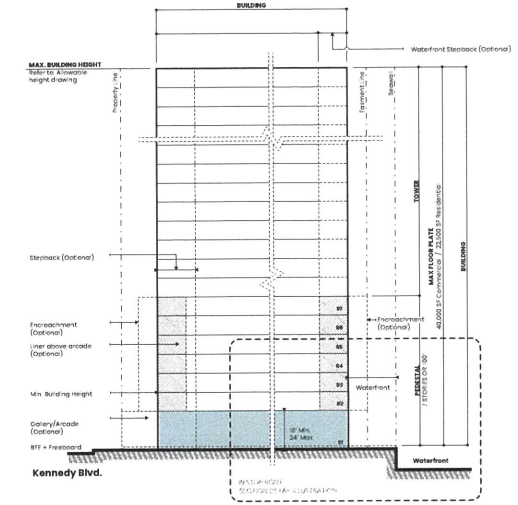


SUNBEAM NBV SAP - ALLOWABLE HEIGHT
Scale: 1:100

0 50 100 200 400



SUNBEAM NBV SOUTH - BUILDING HEIGHT ILLUSTRATION
Scale: NTS



SUNBEAM NBV NORTH - BUILDING HEIGHT ILLUSTRATION
Scale: NTS

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status: Site Plan NOT FOR CONSTRUCTION

client: SUNBEAM 1401 79th Street Causeway MIAMI, FL 33141

project: Site Plan for Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.01		Site Plan
2022.09.27		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	September 27, 2022

Project data

number	20220
file	Sunbeam NBV Project SAP-SDCD [24x36]
printed	2022.09.27

Site Plan Allowable Height

AS-1.10

sheet 12 of 12

1269

EXHIBIT "C"

IMPACT FEES

Function	Per ERC[(1)] Fee (2022)
Police - MF	$ 742.89
Police – Hotel	$ 495.26
Police - Retail	$ 1,205.25
Police - Office	$ 483.14
Park Open Space Fee	$ 851.00
Park Improvement Fee	$ 1,041.00
Existing Wastewater Line Improvement *	$ 898.23
Wastewater Line Replacement *	$ 1,347.35
Water Impact Fee (by Meter Size) **	

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached as Exhibit C-1)

(1) Equivalent residential connection

* Apts equal 2 ERC's

*Restaurants 1/ERC/7 seats (220 seats estimated)

*Office 1/ERC/3,500 sf (1 ERC min)

** Number and size of meters must be provided by architect/engineer of record. Impact fees shall be as set forth in Section 51.11(D) of the Village Code, as of October 11, 2022, and shall be calculated in accordance with the number and size of meters, once provided by Developer.

NOTE: An administrative fee of 7.5% is charged together with these fees.

The Village shall waive all impact fees associated with the development of any workforce housing units.

EXHIBIT "C-1"

North Bay Village Impact Fee Schedule, 2012-2036

Wastewater ERC Impact Fee for Improvements of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	606.81	45.51	652.32	163.08
2013	631.08	47.33	678.41	169.60
2014	656.33	49.22	705.55	176.39
2015	682.58	51.19	733.77	183.44
2016	709.88	53.24	763.12	190.78
2017	738.28	55.37	793.65	198.41
2018	767.81	57.59	825.39	206.35
2019	798.52	59.89	858.41	214.60
2020	830.46	62.28	892.75	223.19
2021	863.68	64.78	928.46	232.11
2022	898.23	67.37	965.59	241.40
2023	934.16	70.06	1004.22	251.05
2024	971.52	72.86	1044.39	261.10
2025	1010.38	75.78	1086.16	271.54
2026	1050.80	78.81	1129.61	282.40
2027	1092.83	81.96	1174.79	293.70
2028	1136.54	85.24	1221.78	305.45
2029	1182.01	88.65	1270.66	317.66
2030	1229.29	92.20	1321.48	330.37
2031	1278.46	95.88	1374.34	343.59
2032	1329.60	99.72	1429.32	357.33
2033	1382.78	103.71	1486.49	371.62
2034	1438.09	107.86	1545.95	386.49
2035	1495.61	112.17	1607.79	401.95
2036	1555.44	116.66	1672.10	418.02
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Wastewater ERC Impact Fee for Replacement of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	910.22	68.27	978.49	244.62
2013	946.63	71.00	1017.63	254.41
2014	984.49	73.84	1058.33	264.58
2015	1023.87	76.79	1100.66	275.17
2016	1064.83	79.86	1144.69	286.17
2017	1107.42	83.06	1190.48	297.62
2018	1151.72	86.38	1238.10	309.52
2019	1197.79	89.83	1287.62	321.91
2020	1245.70	93.43	1339.13	334.78
2021	1295.53	97.16	1392.69	348.17
2022	1347.35	101.05	1448.40	362.10
2023	1401.24	105.09	1506.34	376.58
2024	1457.29	109.30	1566.59	391.65
2025	1515.58	113.67	1629.25	407.31
2026	1576.21	118.22	1694.42	423.61
2027	1639.25	122.94	1762.20	440.55
2028	1704.82	127.86	1832.69	458.17
2029	1773.02	132.98	1905.99	476.50
2030	1843.94	138.30	1982.23	495.56
2031	1917.70	143.83	2061.52	515.38
2032	1994.40	149.58	2143.98	536.00
2033	2074.18	155.56	2229.74	557.44
2034	2157.15	161.79	2318.93	579.73
2035	2243.43	168.26	2411.69	602.92
2036	2333.17	174.99	2508.16	627.04
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Sewer Impact Fee Schedule of Equivalent Residential Connection Rates for Various Uses	
Type of Building Usage	Average Design Flow (in ERC's)
Apartments	2.00 ERC/unit
Assembly and banquet halls	1 ERC/4 seats
Bars and cocktail lounges	1 ERC/14 seats
Beauty shops	0.49 ERC/14 seats
Boats (live-aboard)	0.57 ERC/slip
Churches	1 ERC/117 seats
Coin Laundry	0.64 ERC/machine
Day school (student and staff)	1 ERC/35 persons
Duplex	5 ERC/unit
Gas station	1.29 ERC
Hotels and motels	2.00 ERC/room
Movie theaters and auditoriums	1 ERC/117 seats
Nursing homes	0.43 ERC/bed
Office building	1 ERC/3,500 square feet (1 ERC minimum)
Restaurants	1 ERC/7 seats
Fast food restaurants	1 ERC/10 seats
Take out restaurants	1 ERC/700 square feet (1 ERC minimum)
Single-family residence	2.50 ERC/unit
Shopping center	1 ERC/3,500 square feet
Stores (without kitchens)	1 ERC/7,000 square feet
Townhouses	2.49 ERC/unit

Warehouse	0.14 ERC + 1 ERC/35,000 square feet

Water - Impact Fees by Meter Size				
Meter Size (inches)	Water Impact Fee	7.5% Admin Fee	Total	25% of Total*
0.625	163.00	12.23	175.23	43.81
0.75	242.00	18.15	260.15	65.04
1	405.00	30.38	435.38	108.84
1.5	814.00	61.05	875.05	218.76
2	1302.00	97.65	1399.65	349.91
3	2604.00	195.30	2799.30	699.83
4	4069.00	305.18	4374.18	1093.54
6	8138.00	610.35	8748.35	2187.09
8	13020.00	976.50	13996.50	3499.13
*25% due at time of plat approval				

Parks and Recreation - Impact Fees						
District	Detached Single Family		Attached Single Family		Multi-Family & Hotel	
Fee Type	Park Open Space Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee
Impact Fee	851.00	1041.00	721.00	903.00	851.00	1041.00
7.5% Admin Fee	63.83	78.08	54.08	67.73	63.83	78.08
Total	914.83	1119.08	775.08	970.73	914.83	1119.08

Police - Detached Single-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	570.00	42.75	612.75	153.19
2009	592.80	44.46	637.26	159.32
2010	616.51	46.24	662.75	165.69
2011	641.17	48.09	689.26	172.32
2012	666.82	50.01	716.83	179.21
2013	693.49	52.01	745.50	186.38
2014	721.23	54.09	775.32	193.83
2015	750.08	56.26	806.34	201.58
2016	780.08	58.51	838.59	209.65
2017	811.29	60.85	872.13	218.03
2018	843.74	63.28	907.02	226.75
2019	877.49	65.81	943.30	235.83
2020	912.59	68.44	981.03	245.26
2021	949.09	71.18	1020.27	255.07
2022	987.06	74.03	1061.08	265.27
2023	1026.54	76.99	1103.53	275.88
2024	1067.60	80.07	1147.67	286.92
2025	1110.30	83.27	1193.58	298.39
2026	1154.72	86.60	1241.32	310.33
2027	1200.90	90.07	1290.97	322.74
2028	1248.94	93.67	1342.61	335.65
2029	1298.90	97.42	1396.32	349.08
2030	1350.85	101.31	1452.17	363.04
*25% due at time of plat approval				

Police - Multi-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	429.00	32.18	461.18	115.29
2009	446.16	33.46	479.62	119.91
2010	464.01	34.80	498.81	124.70
2011	482.57	36.19	518.76	129.69
2012	501.87	37.64	539.51	134.88
2013	521.94	39.15	561.09	140.27
2014	542.82	40.71	583.53	145.88
2015	564.53	42.34	606.87	151.72
2016	587.12	44.03	631.15	157.79
2017	610.60	45.80	656.40	164.10
2018	635.02	47.63	682.65	170.66
2019	660.43	49.53	709.96	177.49
2020	686.84	51.51	738.36	184.59
2021	714.32	53.57	767.89	191.97
2022	742.89	55.72	798.61	199.65
2023	772.60	57.95	830.55	207.64
2024	803.51	60.26	863.77	215.94
2025	835.65	62.67	898.32	224.58
2026	869.08	65.18	934.26	233.56
2027	903.84	67.79	971.63	242.91
2028	939.99	70.50	1010.49	252.62
2029	977.59	73.32	1050.91	262.73
2030	1016.70	76.25	1092.95	273.24
*25% due at time of plat approval				

Police - Hotel/Motel Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	286.00	21.45	307.45	76.86
2009	297.44	22.31	319.75	79.94
2010	309.34	23.20	332.54	83.13
2011	321.71	24.13	345.84	86.46
2012	334.58	25.09	359.67	89.92
2013	347.96	26.10	374.06	93.51
2014	361.88	27.14	389.02	97.26
2015	376.36	28.23	404.58	101.15
2016	391.41	29.36	420.77	105.19
2017	407.07	30.53	437.60	109.40
2018	423.35	31.75	455.10	113.78
2019	440.28	33.02	473.31	118.33
2020	457.90	34.34	492.24	123.06
2021	476.21	35.72	511.93	127.98
2022	495.26	37.14	532.40	133.10
2023	515.07	38.63	553.70	138.43
2024	535.67	40.18	575.85	143.96
2025	557.10	41.78	598.88	149.72
2026	579.38	43.45	622.84	155.71
2027	602.56	45.19	647.75	161.94
2028	626.66	47.00	673.66	168.42
2029	651.73	48.88	700.61	175.15
2030	677.80	50.83	728.63	182.16
*25% due at time of plat approval				

Police - Retail/Commercial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	696.00	52.20	748.20	800.40
2009	723.84	54.29	778.13	832.42
2010	752.79	56.46	809.25	865.71
2011	782.91	58.72	841.62	900.34
2012	814.22	61.07	875.29	936.35
2013	846.79	63.51	910.30	973.81
2014	880.66	66.05	946.71	1012.76
2015	915.89	68.69	984.58	1053.27
2016	952.52	71.44	1023.96	1095.40
2017	990.63	74.30	1064.92	1139.22
2018	1030.25	77.27	1107.52	1184.79
2019	1071.46	80.36	1151.82	1232.18
2020	1114.32	83.57	1197.89	1281.47
2021	1158.89	86.92	1245.81	1332.72
2022	1205.25	90.39	1295.64	1386.03
2023	1253.46	94.01	1347.47	1441.48
2024	1303.59	97.77	1401.36	1499.13
2025	1355.74	101.68	1457.42	1559.10
2026	1409.97	105.75	1515.72	1621.46
2027	1466.37	109.98	1576.34	1686.32
2028	1525.02	114.38	1639.40	1753.77
2029	1586.02	118.95	1704.97	1823.93
2030	1649.46	123.71	1773.17	1896.88
*25% due at time of plat approval				

Police - Office/Institutional Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	279.00	20.93	299.93	74.98
2009	290.16	21.76	311.92	77.98
2010	301.77	22.63	324.40	81.10
2011	313.84	23.54	337.37	84.34
2012	326.39	24.48	350.87	87.72
2013	339.45	25.46	364.90	91.23
2014	353.02	26.48	379.50	94.88
2015	367.14	27.54	394.68	98.67
2016	381.83	28.64	410.47	102.62
2017	397.10	29.78	426.89	106.72
2018	412.99	30.97	443.96	110.99
2019	429.51	32.21	461.72	115.43
2020	446.69	33.50	480.19	120.05
2021	464.56	34.84	499.40	124.85
2022	483.14	36.24	519.37	129.84
2023	502.46	37.68	540.15	135.04
2024	522.56	39.19	561.75	140.44
2025	543.46	40.76	584.22	146.06
2026	565.20	42.39	607.59	151.90
2027	587.81	44.09	631.90	157.97
2028	611.32	45.85	657.17	164.29
2029	635.78	47.68	683.46	170.86
2030	661.21	49.59	710.80	177.70
*25% due at time of plat approval				

Police - Industrial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	167.00	12.53	179.53	44.88
2009	173.68	13.03	186.71	46.68
2010	180.63	13.55	194.17	48.54
2011	187.85	14.09	201.94	50.49
2012	195.37	14.65	210.02	52.50
2013	203.18	15.24	218.42	54.60
2014	211.31	15.85	227.16	56.79
2015	219.76	16.48	236.24	59.06
2016	228.55	17.14	245.69	61.42
2017	237.69	17.83	255.52	63.88
2018	247.20	18.54	265.74	66.44
2019	257.09	19.28	276.37	69.09
2020	267.37	20.05	287.43	71.86
2021	278.07	20.86	298.92	74.73
2022	289.19	21.69	310.88	77.72
2023	300.76	22.56	323.31	80.83
2024	312.79	23.46	336.25	84.06
2025	325.30	24.40	349.70	87.42
2026	338.31	25.37	363.68	90.92
2027	351.84	26.39	378.23	94.56
2028	365.92	27.44	393.36	98.34
2029	380.55	28.54	409.10	102.27
2030	395.78	29.68	425.46	106.36
*25% due at time of plat approval				

Police - Warehouse Per 1,000 Sq Ft Use Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	105.00	7.88	112.88	28.22
2009	109.20	8.19	117.39	29.35
2010	113.57	8.52	122.09	30.52
2011	118.11	8.86	126.97	31.74
2012	122.84	9.21	132.05	33.01
2013	127.75	9.58	137.33	34.33
2014	132.86	9.96	142.82	35.71
2015	138.17	10.36	148.54	37.13
2016	143.70	10.78	154.48	38.62
2017	149.45	11.21	160.66	40.16
2018	155.43	11.66	167.08	41.77
2019	161.64	12.12	173.77	43.44
2020	168.11	12.61	180.72	45.18
2021	174.83	13.11	187.95	46.99
2022	181.83	13.64	195.46	48.87
2023	189.10	14.18	203.28	50.82
2024	196.66	14.75	211.41	52.85
2025	204.53	15.34	219.87	54.97
2026	212.71	15.95	228.66	57.17
2027	221.22	16.59	237.81	59.45
2028	230.07	17.26	247.32	61.83
2029	239.27	17.95	257.22	64.30
2030	248.84	18.66	267.50	66.88
*25% due at time of plat approval				

EXHIBIT "D"

FORM OF NON-EXCLUSIVE EASEMENT FOR ISLAND WALK

SAMPLE DRAFT SUBJECT TO FURTHER REVIEW

This Instrument Was Prepared By and Return to:

Tony Recio
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce De Leon Boulevard, Suite 1200
Coral Gables, Fl 33134

Folio:
23-3209-000-0010; 23-3209-000-0200; 23-3209-000-0201; 23-3209-000-0020; 23-3209-000-0030; 23-3209-000-0031; 23-3209-000-0040; 23-3209-000-0161; 23-3209-010-0240; 23-3209-010-0270;

ISLAND WALK EASEMENT

THIS ISLAND WALK EASEMENT ("Easement") is made and entered into this ____ day of October , 2022 by **Sunbeam Television Corp.**, a Florida corporation, Sunbeam 1601 79th ST LLC., a Florida limited liability company, **Sunbeam Properties, Inc.**, a Florida corporation, and **Sunbeam 1600-1624 79th ST LLC.**, a Florida limited liability company (hereinafter, collectively the "**Grantor**"), , to and in favor of _____ (hereinafter the "**Grantee**"), a _____ corporation. The Grantor and Grantee may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of the area identified in **Exhibit "A"**, which is attached hereto and made a material part hereof (the "Easement Area"); and

WHEREAS, Grantor sought the approval of, and North Bay Village (the "Village"), via Ordinance No. _____ and Resolution No._____, approved the Sunbeam Special Area Plan providing for development of 1,936 residential units at a density of 150 units per acre and approximately 7,311,807 square feet of floor area at a maximum floor area of 13.0 (the "Development") for the property legally described in the attached Exhibit "A" (the "Property"); and

WHEREAS, pursuant to Sections 8.17.O and 15.2.G of the Village's Uniform Land Development Code, the approvals sought by the Grantor require execution of a Development Agreement and this Easement; and

WHEREAS, pursuant to Resolution No. _____, the Village and Grantor entered into a Development Agreement (the "Development Agreement") to further govern development of the Property; and

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WHEREAS, pursuant to the Development Agreement, Grantor agreed to execute and record this Easement, in a form acceptable to the Village Manager and Village Attorney, for a public baywalk along the Property's waterfront frontage to allow non-exclusive public access.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars and No Cents ($10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby agrees to the following

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and made a part of this Easement.

2. Grant of Easement. Grantor hereby grants to Grantee a perpetual non-exclusive easement over, across, and within the public boardwalk area that shall at all times include a boardwalk, landscaping, and other amenities (to be determined through an SAP Permit) within the most waterward 18 feet of the Property extending the entire perimeter of the Property (the "Easement Area") for providing the public with a limited right of pedestrian access over the Easement Area (as determined through an SAP Permit) consistent with the Village's regulations for the Island Walk during the times from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time shall extend commensurate to the commercial establishment's closing hours ("Permitted Times"), and allowing ingress and egress for police, maintenance, sanitation, and emergency personnel. The Easement is subject to the following conditions:

(a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

(b) The Grantor shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Grantor retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

(c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution.

(d) The Island Walk and its use shall be and remain subject to rules and regulations as Grantor may impose;

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(e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

(f) Grantor may reasonably limit use or preclude use of the general members of the public on the Island Walk for Special Functions;

(g) Grantor shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Grantor deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Grantor may reasonably designate in connection with activities Grantor conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Grantor shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner.

(k) Grantor shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with North Bay Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation.

(l) Grantor may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity.

3. Effective Date. The Easement granted herein will become dedicated in phases pursuant to SAP Permits and each phase shall become effective upon North Bay Village's issuance of a Certificate of Occupancy for the portion of the Development subject to the SAP Permit, as applicable (the "Effective Date").

4. Work. As provided in the Development Agreement, the Island Walk shall be constructed and maintained at the Grantor's, or valid successor entity's, sole cost.

5. Indemnity; Insurance. To the extent permitted by Florida Law, Grantee shall either (1) execute an indemnification agreement holding Grantor harmless from claims of parties raised in connection with the use of the Easement Area, in a form reasonably acceptable to the Grantor; or (2) obtain and keep current appropriate insurance policies that name the Grantor as an additional insured under terms reasonably acceptable to the Grantor. This section will not apply to any claims related to Grantor's failure to satisfy obligations contained in Section 6 of this Agreement. [TO BE REVIEWED FURTHER DEPENDING ON THE IDENTITY OF THE GRANTOR]

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6. Maintenance. Grantor shall maintain the Easement Area in a safe condition and in accordance with the approved site plan, at all time, at its sole expense. The Grantee shall have the power, but not the obligation, to repair the Easement Area upon giving the Grantor thirty (30) days written notice of any necessary repairs and Grantor's failure to perform the repairs within an additional thirty (30) day period. The cost of such repairs performed by the Grantee shall be charged to, and shall be reimbursed by, the Grantor within thirty (30) days after receipt of the invoice from the Grantee. The Grantee shall have the right to make immediate action to close the Easement area and remedy or repair any condition therein that the Grantee determines, in its absolute discretion, is unsafe or dangerous and/or threatens public safety or damage to property. Grantee shall have the power, but not the obligation, to take immediation action to remedy such an emergency situation and, upon so doing, shall provide Grantor notice of the emergency condition and the correction action taken by Grantee as soon as practicable. Grantor shall also be responsible for such repairs, and the Grantee shall invoice Grantor as outlined above.

7. Covenants of Grantor. Grantor hereby warrants and covenants (a) that Grantor is the owner of fee simple title to the Property in which the Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee, (c) that Grantee shall have quiet and peaceful non-exclusive use and enjoyment of this Easement, and (d) that Grantor will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

8. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance, following thirty (30) days written notice and the opportunity to cure within that period. Subject to the provisions provided herein, in the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

9. Successor and Assigns. This Easement shall be binding upon Grantor and its successor and assigns. This Easement shall inure to the benefit of and be binding upon the Grantee. It is expressly recognized that this Easement is being accepted by the Grantee for the benefit of the public's access and use of the Easement Area.

10. Joint Preparation. Grantor and Grantee participated fully in the preparation of this instrument and received the advice of their respective legal counsels; consequently, in case of a dispute concerning the interpretation of any provision hereof, this Easement will not be interpreted or construed against any party.

11. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit or Grantor or Grantee, as the case may be, and their respective

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heirs, successors and/or assigns, including without limitation, all subsequent owners of the Property and all persons claiming by, through and under them. It is recognized that the granting of this Easement is a condition of the site plan for the Development of the Property.

12. Recordation; Modifications; Time; Waiver. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both Grantor and Grantee in order to be deemed valid and enforceable. If Grantor fails or elects to not enforce Grantee's breach of any term, condition or provision of this Agreement, then Grantor's failure or election to not enforce Grantee's breach shall not be deemed a waiver of Grantor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this Agreement.

13. Notices. All notices associated with and related to this Agreement shall be deemed to have been served upon the date and time received by Grantor or Grantee at the addresses set forth in the recorded Development Agreement. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

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IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph.

DEVELOPER:

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Sunbeam Television Corp., a Florida Corporation:

_____
Print Name: _____
Title: _____
Dated this ____ day of _____, 2022.

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2022, by_____, as____of **Sunbeam Television Corp.**, a Florida corporation, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

In the presence of:

Sunbeam 1601 79th Street, LLC, a Florida Limited Liability Company:

_____
Witness #1 Print Name: _____

_____
Print Name: _____
Title: _____
Dated this ____ day of _____, 2022.

_____
Witness #2 Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2022, by_____, as_____of **Sunbeam 1601 79th Street, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

_____

In the presence of:

Sunbeam Properties, Inc., a Florida Corporation:

_____

_____

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Witness #1 Print Name: _____

Print Name: _____
Title: _____
Dated this ____ day of _____, 2022.

_____
Witness #2 Print Name: _____

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2022, by_____, as_____of **Sunbeam Properties, Inc**, a Florida corporation, on behalf of the company. He/She is personally known to me or has produced _as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

_____

In the presence of:

1600-1624 79th ST, LLC, a Florida Limited Liability Company:

_____
Witness #1 Print Name: _____

_____
Print Name: _____
Title: _____
Dated this ____ day of _____, 2022.

_____
Witness #2 Print Name: _____

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2022, by_____, as_____of **1600-1624 79th ST, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
Notary Public (Print, Stamp, or Type as Commissioned)

_____

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GRANTEE, a Florida _____ Corporation

By: _____
Grantee

ATTEST:

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF GRANTEE

By: _____

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Exhibit "E"

Public Facilities

SUNBEAM NBV PROJECT
NORTH BAY VILLAGE, FLORIDA
LEVEL OF SERVICE (LOS) ASSESSMENT - REVISED

Project Name:	Sunbeam NBV Special Area Plan (SAP)
Location:	Various
Address:	Varies North Bay Village, FL 331 1400 79th ST Causeway North
General Project Description:	Redevelopment of previously developed parcels to a multi-story mixed-use building throughout the included folios/parcels.
Site Square Feet / Acreage:	562,454 SF / 12.91 acres

The following information and analysis are intended to satisfy the requirements set forth in Sections 5.18 – 5.20 of the Unified Land Development Code of North Bay Village, Florida, which provides guidelines and requirements to ensure that the Level of Service (LOS) standards as set forth in the adopted Comprehensive Plan will be maintained, unless mitigation is provided. The following LOS standards shall be used to analyze the infrastructure impacts of each development.

It should be noted that the proposed program is be consistent with the vision and goals of NBV 100 resiliency and sustainability including the Village's infrastructure. The Sunbeam NBV Project is not increasing the density nor intensity as allowed by NBV 100. As such the project shall be consistent with the Village's Comprehensive Plan including concurrency of utilities and traffic.

§ 5.20.A Potable Water –

1. Minimum design flow: 120 gallons per day (GPD) per capita:

   The following projected total potable water demand was calculated using land uses, square footage and/or number of units from the proposed development program, and demand rates from the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancy":

Type of Land Use	Qty.	Unit	Demand Rate per Unit (GPD)	Projected Flow Demand (GPD)
Apartment	1,936	Units	135 GPD/unit	261,360
Commercial*	550,000	SF	100 GPD/100 SF	550,000
Civic	30,000	SF	5 GPD/100 SF	1,500
Hotel	300	Rooms	115 GPD/ROOM	34,500
Office	570,000	SF	5 GPD/100 SF	28,500
			Total Projected Demand (GPD)	875,860 GPD
			Total Projected Demand (MGD)	0.876 MGD

** The calculation for the 550,000 sf of commercial space was provided assuming the entirety of the space would be allocated as food and beverage thereby generating a higher flowrate. It is contemplated that portions of this space could be allocated for less intense commercial uses.*

The total population for the Project is based on a per-capita demand of 100 gallons-per-day (GPD) from Chapter 11.243 of "Recommended Standards for Wastewater

Facilities" ("Ten States Standards"), which results in a total population of 8,759. Applying the minimum required design flow from §5.20.A results in a total projected gallonage of 1,051,080 GPD, or 1.05 MGD. The table below shows the current permitted capacity of the MDWASD Water Treatment Plant serving the Project, along with actual consumption rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 131.32 MGD, which is well within the permitted capacity of the plant.

Plant	Permit No.	Expiration Date	Current Annual Avg. Capacity (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Hialeah-Preston	PWO-00001	11/30/2021	130.27	131.32	225	93.68	41.64%

2. Pressure: To meet the minimum flow/pressure required for fire suppression as stipulated in Section 2-103.21. - Required Fire Flow; Consumption of the Miami-Dade County Code of Ordinances:

   A fire hydrant flow test performed by Miami-Dade Fire and Rescue is included in Appendix A.

§ 5.20.B Wastewater - Minimum design flow of 110 gallons per day (GPD) per capita:

The following calculations of projected total wastewater flows and total population are the same as that calculated for potable water in §5.20.A.1 above. Applying the minimum required design flow of 110 GPD from §5.20.B to a population of 8,759 results in a total projected gallonage of 963,490 GPD, or 0.963 MGD. The table below shows the current permitted capacity of the MDWASD Wastewater Treatment Plant serving the Project, along with actual flow rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 111.46 MGD, which is well within the permitted capacity of the plant.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Central District	FL0024805	12/31/2025	110.50	111.46	143	31.53	22.05%

Wastewater flows from the Project will be collected by an existing 8-inch diameter gravity sanitary sewer main flowing along John F. Kennedy Causeway and conveyed south along Hispanola Avenue via a system of existing 8-inch to 15-inch diameter gravity sewer mains to the existing Hispanola Pump Station (No. 23-0003), which then lifts the flow into an existing 18-inch diameter gravity sewer main that conveys it to the existing Galleon Street (Main) pump station (No. 23-0001). The Main Pump Station then pumps into an existing 16-inch diameter sewage force main that conveys the flow north and west to Miami-Dade Water and Sewer Lift Station No. 2 (No. 30-0002) located within the City of Miami.

The North Bay Village Hispanola Pump Station (No. 23-0003) has been placed under Temporary Moratorium (TM) by Miami-Dade County DERM. More information is required from Miami-Dade DERM and North Bay Village to determine when the station's moratorium will be lifted or alternative options to dispose of the projected sanitary sewer flows.

It is our understanding that the Village is in process of selecting a contractor to construct the permitted improvements to the Hispanola Pump Station under DERM 2019-SEW-EXT-00234 and FDEP 277169-401-DWC. The proposed improvements will increase capacity at the pump station as well re-route the effluent directly to the existing 16-inch force main, thereby by-passing the Galleon Street Station. At time of preparation of construction documents for the proposed sanitary collection/transmission system for the proposed future projects contemplated under this LOS, coordination with the selected contractor and FDEP/DERM approval of proposed sewer connections and associated permit conditions shall be provided.

§ 5.20.C Transportation System

A proposed methodology for Traffic Impact Analysis (TIA) will be submitted by Kimley-Horn to North Bay Village and coordinated with FDOT for consensus on the magnitude of the study area and number of intersections to be analyzed. The project will also be discussed with Miami-Dade County Traffic Engineering Department as required. Once approval on the methodology is received, a TIA will be prepared and submitted as each portion of the project is developed. Trip generation calculations and any subsequent trip generation equivalency matrices will be based upon the most current edition of the Institute of Transportation Engineers (ITE) *Trip Generation*, *Trip Generation Handbook*, and other pertinent sources.

The table below shows the minimum LOS accepted by the Village for different roadway types per the Land Development Code:

Type of Facility	Minimum Peak Hour Level of Service
Arterial Roadways	D
Collector Roadways	D
Limited Access Roadways	D

A preliminary analysis of the capacity of the 79th Street Causeway was performed accounting for two (2) major projects in the Village. The following table summarizes this preliminary analysis indicating excess capacity on the facility.

79th Street Causeway Peak Hour Capacity Analysis	
LOS D Two-Way Capacity (1)	4,500 vph
Current Trips(2)	2,900 vph
Trips from Approved Projects	
1755 79th Street /LGE(3)	121 vph
1850 79th Street /Shoma(3)	141 vph
Remaining Capacity	1,338 vph

(1) Source: FDOT 2020 Generalized LOS Tables.
(2) Source: FDOT traffic data
(3) Source: approved traffic studies for each project.

§ 5.20.D Drainage System

The Project shall have the capacity to retain the total runoff from a design storm event of five-year frequency per Village requirements, including retention or detention with filtration of the first inch of runoff. The proposed system may be a combination of exfiltration trench and gravity injection wells. In order to maximize the developable area, exfiltration trench or other appropriate system will be used to meet water quality requirements for the site. The water quantity requirements for the site (minimum of a 5 year design storm per Village requirements) will be accommodated using drainage wells. Based on project size and DERM requirements for said project size, sufficient onsite wells will be provided to retain the total storm runoff volume from a design storm event of 25-year frequency and 72-hour duration with a safety factor of 2. This exceeds the Village minimum criteria of a 5-year frequency storm.

§ 5.20.E Solid Waste – Required level of service of seven pounds per capita per day.

Based on the Project population of 920 calculated in Section 5.20.A above, the projected solid waste production for the Project will be 6,440 lb/day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

EXHIBIT "F"

Eligible Occupations for FL Hometown Heroes Loan Program

Please note that only one borrower must qualify with eligible occupation.

All borrower(s) qualifying with one of the eligible occupations below must be employed FULL-TIME and CURRENTLY employed in one of the eligible occupations below. Please note that occupations or job titles/positions that do not appear on this list are not eligible under Hometown Heroes.			
Licensing or Certification Documentation Needed to Confirm Occupation	Included with all eligible occupations listed below. Please reference and request certification or license as indicated with each eligible occupation from borrower(s). Each eligible occupation references the State agency (or other applicable agency) that would be responsible for certification or licensing of that occupation.		
Documentation Needed to Confirm Full-Time Status	A written or verbal VOE indicating full-time employment of 35 hours or more a week must be provided by all borrower(s). If a VOE doesn't reflect 35 hours or more a week, the employer will need to confirm buyer is employed full-time. **A VOE is required for all eligible occupations below.** **Self-Employed** borrower(s) may provide a copy of work schedule indicating full-time status or a copy of paystub indicating full-time status or copy of contract or work schedule indicating full-time status.		
Attestation Form required by eligible borrower(s) under HTH	Borrower(s) must execute the Attestation Form indicating eligible occupation unless otherwise noted below.		
Occupations (Job Position/Job Title)	**Governing Florida State Agency**	**Website of Governing Agency *(for info on how to obtain a copy of license/certificate).***	**Governing FL Statute**
•Sworn Law Enforcement Officer •Certified Correction Officer •Correctional Probation Officer (FLORIDA Officers)	FL Department of Corrections; FL Department of Law Enforcement *(for FL Officers)*	https://atms.fdle.state.fl.us/atms/officerProfile.jsf Provide copy of employee's Global Profile Sheet available through website above reflecting active full-time status. This website only permits borrower(s) to access. ***Include LEO in Attestation Form and include copy of Global Profile Sheet with Attestation Form.***	*F.S. s 112.531* *F.S. s 943.10*

Law Enforcement Officers eligible under the Law Enforcement Recruitment Bonus Payment Program	FL Department of Corrections; FL Department of Law Enforcement *(for FL Officers)*	Law Enforcement Officers (LEOs) deemed eligible for the Law Enforcement Recruitment Bonus Payment Program are exempt from the first-time homebuyer requirement. ***The LEO should receive a certificate of eligibility signed by the Governor. Provide a copy of the certificate from the Governor and include "N/A" in license and certification section of the Attestation Form.***	*F.S. s 112.531* *F.S. s 943.10*
•Sworn Law Enforcement Officer **•Certified Correction Officer** **•Correctional Probation Officer** **(Federal Officer Examples)** • FBI • US Dept. of Homeland Security • US Marshals Service, US Drug Enforcement Administration • Bureau of Alcohol, Tobacco & Firearms • US Immigration & Customs Enforcement	Federal Agencies	License or certification not required for Federal Law Enforcement or Correctional Officers. Provide a copy of VOE validating position of Sworn Law Enforcement Officer, Certified Correction Officer or Correctional Probation Officer from one of the Federal Agencies provided. VOE must include full-time status and employer. ***Include "N/A" in license and certification section of the Attestation Form.***	*(N/A)*
•Juvenile Detention Officer **•Juvenile Probation Officer**	FL Department of Juvenile Justice	https://www.djj.state.fl.us/services/department-support-services/office-of-staff-development-training/sd-t-teams/officer-certification Juvenile Detention & Probation Officers are not required to hold license or certification. Provide copy of VOE validating full-time employment and employer. ***Include "N/A" in license and certification section of the Attestation Form.***	*F.S. s 985.66*

Firefighter	FL Division of State Fire Marshal within the Department of Financial Services	https://www.citizenserve.com/120/CAPFor120?Action=MyLicenses Provide copy of Firefighter Certificate of Compliance or Special Certificate of Compliance issued by FL Division of State Fire Marshal. This can only be obtained and provided by the borrower.	*F.S. s. 633.102 & F.S. s. 633.408*
•Certified Paramedic •Certified Emergency Medical Technician (EMT)	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders Provide a copy of certification issued by FL Department of Health.	*F.S. s 112.1911*
911 Public Safety Communicator	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders Provide a copy of certification issued by FL Department of Health.	*F.S. s 401.465*
Certified K-12 Educators (Public, Charter Schools) *to include:* •Classroom Teacher •Career Specialist •Librarian/Media Specialist •School Counselor •Social Worker •School Psychologist *(Private school educators, as reflected above, are eligible with certification from FL Department of Education.)*	FL Department of Education	https://flcertify.fldoe.org/datamart/selSearchType.do Provide a copy of temporary or professional educator certification issued by FL Department of Education.	*F.S. s 1012.01*
Licensed or Registered Childcare Operator *(Owner of Childcare Facility)*	FL Department of Children & Families	https://www.myflfamilies.com/service-programs/child-care/training.shtml Provide copy of license or registration issued by FL Department of Children & Families reflecting borrower's position of Childcare Operator.	*F.S. s 402.305*
Childcare Instructor *(employed by a LICENSED childcare facility or*	FL Department of Children & Families	https://www.myflfamilies.com/service-programs/child-care/training.shtml	

LICENSED or REGISTERED home childcare provider)		Childcare Instructor is not required to hold license or certification. Provide copy of employer's license or registration issued by FL Department of Children & Families. ***Include and indicate "Employer License/Registration" in license and certification section of the Attestation Form.***	
•Registered Nurse (RN) **•Licensed Practical Nurse (LPN)** **•Advanced Practice Registered Nurse (APRN)** **•Certified Registered Nurse Anesthetist** **•Clinical Nurse Specialist** **•Certified Nurse Midwife**	FL Board of Nursing	https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders or for multi-state license here: https://www.nursys.com/LQC/LQCTerms.aspx Provide copy of license issued by FL Dept. of Health or Nursys.com.	*F.S. s 464.003* *F.S. s 464.008* *F.S. s 464.009*
Certified Nursing Assistant (CNA)	FL Board of Nursing	https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders Provide copy of certification issued through FL Dept. of Health.	*F.S. s 464.201 -*
Home Health Aide *(employed by a LICENSED home health agency)*	FL Agency for Health Care Administration	https://www.floridahealthfinder.gov/facilitylocator/facloc.aspx Home Health Aide is not required to hold a license or certification. Provide copy of employer's license issued by FL Agency for Health Care Administration. ***Include and indicate "Employer License/Registration" in license and certification section of the Attestation Form.***	*N/A*
Health Care Practitioner *to include:* **•Physician** **•Physician Assistant** **•Anesthesiologist**	FL Board of Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home / Provide a copy of license issued through FL Dept. of Health.	*F.S. s 458.305* *F.S. s 458.311* *F.S. s 458.314* *F.S. s 458.347*

Anesthesiologist Assistant	FL Board of Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license issued through the FL Dept. of Health.	*F.S. s 458.3475*
Psychiatrist	FL Board of Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license issued through the FL Dept. of Health.	*F.S. s 458.3165*
Certified Medical Assistant	FL Board of Nursing	https://floridasnursing.gov/ Provide a copy of certificate issued by one of the following: ●an accredited national or state medical association ●National Healthcareer Association ●a provider accredited by the National Commission for Certifying Agencies (NCCA) ●American Association of Medical Assistants OR ●entity approved by FL Board of Medicine.	*F.S. s 458.3485* *F.S. s 458.307*
Acupuncturist	FL Board of Acupuncture	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license through the FL Dept. of Health	*F.S. s. 457.102*
Osteopathic Physician	FL Board of Osteopathic Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license issued through the FL Dept. of Health.	*F.S. s 459.003*
Chiropractic Physician	FL Board of Chiropractic Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license issued through the FL Dept. of Health.	*F.S. s 460.403*
Certified Chiropractic Physician's Assistant		https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of certificate through the FL Dept. of Health.	*F.S. s 460.4165*

Podiatric Physician	FL Board of Podiatric Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of license issued through the FL Dept. of Health	*F.S. s 461.003*
Certified Podiatric X-Ray Assistant		https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of certificate issued through the FL Dept. of Health.	*F.S. s 461.0135*
Naturopathic Physician	FL Board of Medicine	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 462.01*
•Pharmacist **•Nuclear Pharmacist**	FL Board of Pharmacy	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 465.003* *F.S. s 465.0126* *F.S. s 465.014*
Pharmacy Technician	FL Board of Pharmacy	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of registration through the FL Dept. of Health.	
•Dentist **•Dental Hygienist**	FL Board of Dentistry	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 466.003*
Dental Assistant	FL Board of Dentistry	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Dental Assistant is not required to hold license or certification. Provide copy of VOE or letter from employer validating supervisor is a licensed Dentist. ***Include "N/A" in license and certification section of the Attestation Form.***	*F.S. s466.003*

Speech Language Pathologist or Audiologist	FL Department of Health; FL Board of Speech-Language Pathology & Audiology	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 468.1105* *F.S. s 468.1125* *F.S. s 468.1185*
Speech-Language Pathology Assistant or Audiologist Assistant	FL Department of Health; FL Board of Speech-Language Pathology & Audiology	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide a copy of certification issued through FL Dept. of Health.	
Nursing Home Administrator	FL Board of Nursing Home Administrators	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through FL Dept. of Health.	*F.S. s 468.1655*
•Occupational Therapist **•Occupational Therapist Assistant**	FL Board of Occupational Therapy Practice	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home / Provide copy of license issued through FL Dept. of Health.	*F.S. s 468.203*
Occupational Therapist Aide	FL Board of Occupational Therapy Practice	https://floridasoccupationaltherapy.gov/licensing/ Occupational Therapist Aide is not required to hold a license or certification. Provide copy of VOE or letter from employer validating supervisor is a licensed Occupational Therapist or Occupational Therapist Assistant. ***Include "N/A" in the license and certification section of Attestation Form.***	*F.S. s 468.203*
•Certified Respiratory Therapist **•Registered Respiratory Therapist**	FL Department of Health; FL Board of Respiratory Care	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through FL Dept. of Health.	*F.S. s 458.358*
•Licensed Dietician or Nutritionist	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 468.503* *F.S. s.468.509* *F.S. s 468.51*

•Licensed Nutrition Counselor		Provide copy of license issued by FL Department of Health.	
Registered Dietician or Nutritionist	FL Department of Health; FL Commission on Dietetic Registration	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of registration issued through the FL Dept. of Health.	*F.S. s 468.503* *F.S. s.468.509* *F.S. s 468.51*
Dietetic Technician	FL Department of Health	https://www.floridahealth.gov/licensing-and-regulation/dietetic-nutrition/index.html Dietetic Technician is not required to hold a license or certification. Provide copy of VOE or letter from employer validating supervisor is a Licensed Practitioner, Licensed Dietician or Nutritionist or Licensed Nutrition Counselor. ***Include "N/A" in the license and certification section of Attestation Form.***	
Athletic Trainer	FL Department of Health FL Board of Athletic Training	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 468.701* *F.S. s.468.707*
•Prosthetist **•Orthotist** **• Prosthetist Orthotist** **•Pedorthist** **•Prosthetist** **•Orthotic Fitter** **•Orthotic Fitter Assistant**	FL Board of Orthotists & Prosthetists	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home / Provide copy of license issued through the FL Dept. of Health.	*F.S. s 468.80*
Electrologist	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued by FL Department of Health.	*F.S. s 478.42* *F.S. s 478.45*
Massage Therapist	FL Board of Massage Therapy	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 480.033*

Clinical Laboratory Personnel *to include:* • Laboratory Director •Supervisor •Technologist •Blood-Gas Analyst •Laboratory Testing Technician	FL Board of Clinical Laboratory Personnel	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued through the FL Dept. of Health.	*F.S. s 483.803* *F.S. s 483.809*
Phlebotomist *(employed as a full-time phlebotomist and has successfully completed an accredited phlebotomy course)*	FL Board of Clinical Laboratory Personnel	https://floridasclinicallabs.gov/licensing/ Phlebotomist is not required to hold a license or certification. Provide confirmation of CURRENT employment as a Phlebotomist and proof of COMPLETED ACCREDITED PHLEBOTOMY COURSE. ***Include "N/A" in the license and certification section of Attestation Form.***	*F.S. s 483.803* *(N/A)*
Licensed Medical Physicist (Radiologic)*which works with diagnostic application and safe use of x-rays, ultrasonic radiation or magnetic fields.*	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued by FL Department of Health.	*F.S. s 483.901*
• Certified Basic X-Ray Machine Operator •Certified Radiologic Technologist •Certified Radiology Assistant •Certified General Radiographer •Specialty Technologist (Radiologic)	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of certificate issued by FL Department of Health.	*F.S. s 468.301* *F.S. s 468.302* *F.S. s 468.304*
Genetic Counselor	FL Department of Health	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home Provide copy of license issued by FL Department of Health.	*F.S. s 483.913* *F.S. s 483.914*
Optician	FL Board of Opticianry	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 484.002*

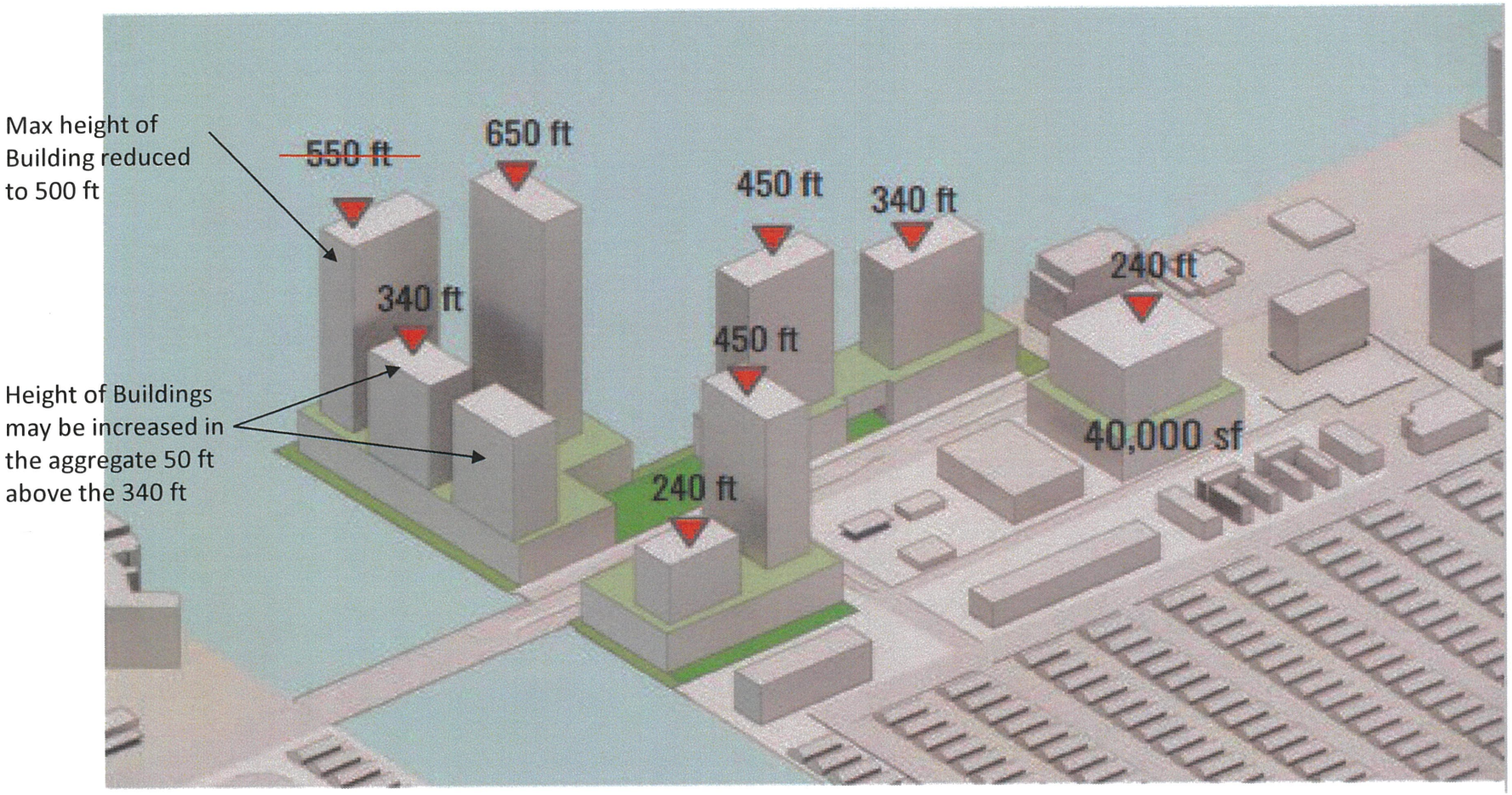
		Provide copy of license issued through the FL Dept. of Health.	
Optician Apprentice	FL Board of Opticianry	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	
		Provide copy of registration issued through the FL Dept. of Health.	
Certified Optometrist	FL Board of Optometry	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 463.002*
		Provide copy of license issued through the FL Dept. of Health.	
Hearing Aid Specialist	FL Board of Hearing Aid Specialists	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 484.041*
		Provide copy of license issued through the FL Dept. of Health.	
Hearing Aid Specialist Trainee	FL Board of Hearing Aid Specialists	https://floridashearingaidspecialists.gov/licensing/	
		Hearing Aid Trainee is not required to hold a license or certification. Provide copy of VOE or letter from employer validating supervisor is a Licensed Hearing Aid Specialist. ***Include "N/A" in the license and certification section of Attestation Form.***	
•Physical Therapist •Physical Therapist Assistant	FL Board of Physical Therapy	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 486.021*
		Provide copy of license issued through the FL Dept. of Health.	
•Psychologist •School Psychologist	FL Board of Psychology	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 490.003*
		Provide copy of license issued through FL Dept. of Health	
•Clinical Social Worker •Marriage & Family Therapist •Mental Health Counselor	FL Board of Clinical Social Work, Marriage & Family Therapy & Mental Health Counseling	https://mqa-internet.doh.state.fl.us/MQASearchServices/Home	*F.S. s 491.003*
		Provide copy of license issued through FL Dept. of Health.	
•Child Protective Services' Enforcement	FL Department of Children &	Child Protective Services' Enforcement & Adult Protective Services' Enforcement employees with DCF are	*F.S. s 402.402 (N/A)*

•Adult Protective Services' Enforcement	Family Services	not required to hold a State of FL license or certification. Provide copy of VOE or letter from employer validating employment with DCF. ***Include "N/A" in the license and certification section of Attestation Form.***	*F.S. s 415.102 (N/A)*
Veterinarian	FL Board of Veterinary Medicine	https://www.myfloridalicense.com/wl11.asp?mode=0&SID= Provide copy of license issued through the FL Department of Business and Professional Regulation.	*F.S. s 474.202* *F.S. s 474.207*
Veterinarian Assistant or Technician **(employed by a permanent or mobile veterinary practice)*	FL Board of Veterinary Medicine	http://www.myfloridalicense.com/DBPR/veterinary-medicine/board-information/ Veterinarian Assistants and Technicians are not required to hold a State of FL license or certification. Provide copy of VOE or letter from employer validating employment with a permanent or mobile veterinary practice. ***Include "N/A" in the license and certification section of Attestation Form.***	*F.S. s 474.202 (N/A)*
Assistant Public Defender	FL Justice Administration Commission	Provide copy of VOE or letter from employer validating employment. License/certification for Assistant Public Defender is not required. ***(Include "N/A" in the license and certification section of Attestation Form).***	*F.S. s. 27.53 (N/A)* *F.S. s 790.25 (N/A)*
Assistant State Attorney	Attorney General	Provide copy of VOE or letter from employer validating employment. License/certification for Assistant State Attorney is not required. ***(Include "N/A" in the license and certification section of Attestation Form).***	*F.S. 27.18 (N/A)* *F.S. 27.181 (N/A)*
Assisted Living Facility Administrator	Agency for Healthcare Administration	https://www.floridahealthfinder.gov/facilitylocator/facloc.aspx https://alfmacdonald-research.com/SuccessfullExamineesList.aspx Provide copy of verification of employer's (Assisted Living Facility's) registration confirming Administrator's name through ACHA's website above.	*F.S. 429.02* *F.S.429.07*

		Also provide confirmation of receipt of ALF Gold-Leaf Certificate of Achievement from The MacDonald Research Institute (TMRI) website above.	
Active Military Personnel & Veterans ***(formerly the Salute Our Soldiers Program)***			
Active-Duty Military and Veterans are NOT required to qualify with an eligible occupation above. Active-Duty Military and Veterans qualify based on their military service only.			
Active Military Personnel	•Active-duty personnel from the military (Air Force, Army, Coast Guard, Marine Corps, National Guard, Space Force or the Reserves) are exempt from the First Time Homebuyer Requirement. •Must provide a copy of his/her LES or copy of their SRCA to validate eligibility. •***(Include "N/A" in the license and certification section of Attestation Form).***		
Veterans	•Veterans are exempted from the First Time Homebuyer Requirement when they provide a valid DD-214 that reflects discharge status as other than dishonorable. •Surviving spouse may participate in a VA first mortgage ONLY when providing a valid Certificate of Eligibility (COE). •***(Include "N/A" in the license and certification section of Attestation Form).***		

EXHIBIT "G"

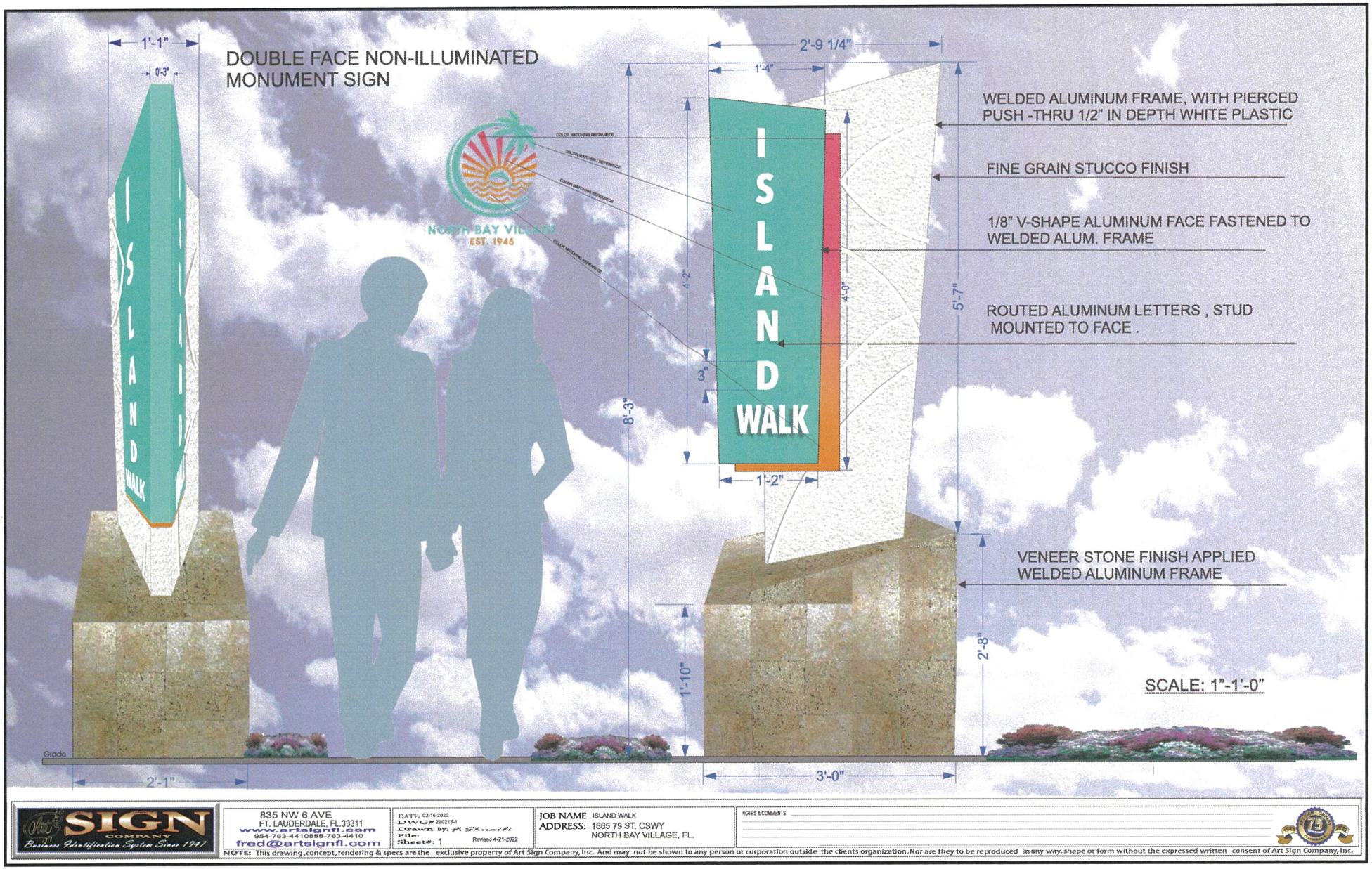
CURRENTLY PROPOSED CONDITION



9 BUILDINGS

1309

EXHIBIT "H"



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Drawn By: JF Skinner
File:
Sheet#: 1
Revised 4-21-2022

JOB NAME ISLAND WALK
ADDRESS: 1665 79 ST. CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS

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CFN: 20220665928 BOOK 33350 PAGE 4236
DATE:08/23/2022 03:32:34 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument was prepared by
and after recording, return to:
Anthony L. Recio, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
305-854-0800
Folio No. 23-3209-000-0110

(Miami-Dade County Clerk of Courts)

COVER PAGE TO

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 25th day of July, 2022, by and between LGE NBV, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-30 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed according to the site plan previously approved by Resolution No. 2022-011A on February 17, 2022 (the "Approval Resolution"), a copy of which is attached as Exhibit "B", which provides for a mixed-use development project consisting of 201 residential units and complementary resident amenities on the upper 21 levels of the project; 19,454 sq. ft. of restaurant space including a waterfront terrace; a 1,860 sq. ft. juice/coffee bar; 52,358 sq. ft. of office space; and 408 parking spaces in structured parking within the lower nine (9) levels of the project (the "Project"); and

WHEREAS, the Developer and the Village desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village's Unified Land Development Code (the "ULDC").

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

   a. "Approval Resolution" is defined in the third recital above.

   b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

   c. " Site Plan" is that Development plan prepared by Arquitectonica dated January 31, 2022, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

   d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include

the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 5 of this Agreement.

p. "Project Validity Period" is defined in Section 7.a.

q. "Property" is that certain 1.34-acre site, located at 1755 79th Street (Kennedy) Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. "Term" is defined in Section 4.a.

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"), subject to extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 7.a of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land

Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified pursuant to Section 5.9 of the Village's Unified Land Development Code):

   a. Boundary and Improvement Survey prepared by Louis Lebron, PSM, updated and recertified on 07/12/2021.

   b. Architectural plans prepared by Arquitectonica, dated 1/31/2022 and sealed 2/1/2022 by Sherri Gutierrez, RA, AIA:

      i. Sheets A0-00 to A011: Cover Sheet and Drawing Index, Location and Zoning Map, Aerial Views, Zoning Data, Volumetric Comparison, Setbacks, Lot Coverage and Open Space, Principal Frontage and Door Locations, FLR Diagram, Frontage

      ii. Sheets A1-00 to A1-12: Site Plan, Ground Floor Plan, Mezzanine, and all Floor Plans

      iii. Sheets A2-01 to A2-04: Building Elevations

      iv. Sheets A3-01 to A3-04: Building Sections and Enlargements

      v. Sheet A4-01: Parking Diagram

      vi. Sheets A9-01 and A9-02: Renderings

   c. Landscape Plans prepared by Arquitectonica GEO, dated and sealed 01/17/2021 by John B. Hutchens, RLA, LEED AP, SITES AP, ASLA, including:

      i. Sheets L000-L001: Index of Drawings and Landscape Notes

      ii. Sheet L002: Tree Survey

      iii. Sheets L100 to L101: Tree Disposition and Mitigation

      iv. Sheets L110 to L114: Ground Level Rendering, Hardscape, Planting, and Amenities

      v. Sheets L120 to L123: Mezzanine Level Rendering, Hardscape, and Planting

      vi. Sheets L160 to L163: Level 6 Rendering, Hardscape, and Planting

      vii. Sheet L400: Ground level Enlargement

      viii. Sheets L400 to L500: Planting and Hardscape Details

   d. Civil Engineering Plans prepared by Kimley-Horn, dated and sealed 01/18/2022

by Alberto P. Herrera, PE, LEED AP:

i. C100 to C101: Cover Sheet and General Notes

ii. C-200 to C201: Demolition

iii. C-300 to C-301: Erosion and Sediment Control

iv. C-400 to C-403: Paving, Grading, and Drainage

v. C-500 to C-501: Water and Sewer

vi. C-601: Traffic Signage and Markings

7. Conditions of Approval.

a. *General conditions*

i. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Developer must obtain the Master Building Permit. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

ii. Developer's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.Developer

iii. Once issued, Developer shall maintain the Master Building Permit in active standing as determined by the Building Official throughout the remainder of the Project Validity Period and thereafter. In the event that either (1)the Project Validity Period expires without a then-active Master Building Permit, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise revoked by the Building Official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.

iv. Cost recovery charges must be paid pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been

paid in full.

v. Prior to issuance of the Master Building Permit, Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

b. *Workforce Housing, Density Bonus and Community Contribution Fee*

i. A minimum of five percent (5%) of the total 201 proposed units shall be reserved and provided as non-subsidized workforce housing as defined in Section 15.2.11, Workforce Housing Program Administration, of the Form-Based Code (Chapter 15).

ii. The Developer shall pay the applicable Community Contribution Fee assessed by the Village per additional residential dwelling unit above the base density of 70 units per acre, in compliance with Subsection 15.2.H.1. of the ULDC. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental or sale.

iii. The Developer shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the effective date of the Approval Resolution. The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the first building permit, including any site improvement permit such as for site excavation, clearing, foundation, or structure. All Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

c. *Landscape and Public Realm*

i. The Developer shall add green walls to the west and north exterior facades of the parking structure, adding to an area equivalent to no less than 20% of the entire parking structure to fully comply with Section 15.3.A.2.b. of the ULDC.

ii. Green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.

iii. The species for each existing tree/palm shall be provided.

iv. The Developer shall revise the landscape plans to demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This may require a suspended pavement system below the walk or an equivalent alternative.

v. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided as per requirements of Section 15.3.A.2.(g)(2) Design Standards for Island Walk of the ULDC.

vi. The public waterfront easement shall be recorded in the public records of Miami-Dade County, Florida by the Village at the Developer's expense.

vii. The Island Walk Access shall be open to the public during normal hours, consistent with regulations promulgated by the Village.

d. *Infrastructure/Drainage*

i. The Developer shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

ii. Prior to issuance of the Master Building Permit, the Developer shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

iii. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

iv. Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

e. *Traffic/Circulation/Parking*

i. The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management consideration.

ii. Prior to Master Building Permit issuance, the Developer shall submit a revised parking plan, which shall depict 408 parking spaces required to support the various proposed uses, including 53 spaces via mechanical parking, 24 electric vehicle-ready spaces, 9 accessible spaces, and a total of 49 bicycle parking spaces (either in bike racks, bike storage, or both).

iii. Prior to Master Building Permit issuance, the Developer shall provide specifications for the mechanical parking lifts, which shall meet the standards of Section 9.3.G.

iv. A back-out area shall be shown on the plans for the two parking stalls at the northwest corner of the parking drive aisles for levels 2, 3, 4 and 5 (reference Sheets A1-03 to A1-06).

v. Yellow color pavement markings shall be used to denote travel in the opposite direction and white color pavement marking to denote travel in the same direction (reference Sheet C-601).

vi. The proposed intersection alignment for the existing median access opening and eastbound left-turn lane from Kennedy Causeway shall be more clearly shown on the plans (reference Sheet C-601).

vii. The parking structure shall comply with the standards of Section 9.3 of the ULDC.

viii. Vehicular traffic in the View Corridor, as defined and regulated in Chapter 15 of the ULDC, shall be limited to using no more than fifty percent (50%) of the area of the View Corridor. Turning movements associated with access to loading docks are allowed.

ix. Developer shall provide an operations and enforcement plan to ensure that parking in the View Corridor is precluded and standing vehicles shall not exceed twenty (20) minutes. Developer shall be responsible for enforcement of this provision.

f. *Complete Streets – 79th Street Causeway*

i. Prior to issuance of the Certificate of Occupancy, Developer shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."

g. *Other*

i. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or the exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.

ii. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village.

iii. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.

iv. All signage shall comply with the restrictions of Section 15.6.E.

h. *Prior to issuance of a Certificate of Occupancy*

i. The Developer shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Developer will enter with the Village, and which shall set forth the commitments and obligations of the Developer to ensure compliance with the applicable regulations.

ii. The Developer shall execute all documents deemed necessary by the Village regarding the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

iii. Before the initial rental of any workforce unit, the Developer shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.

iv. Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 13.

8. Seawall. The Developer shall obtain appropriate permits for and construct the sea wall in accordance with all applicable requirements prior to issuance of the Master Building Permit. Should grant funding become available prior to construction of the sea wall, and such funding not be committed elsewhere (in the sole discretion of the Village), the Village agrees to explore opportunities with the Developer to participate in funding a portion of the sea wall construction under terms acceptable to the Village.

9. Temporary Water and Sewer Moratorium. Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hispanola Pump Station (No. 23-0003) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources Management, or support Developer's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.

10. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

e. Certificates of occupancy; and

f. Any other official action of the Village and/or Miami-Dade County, Florida,

having the effect of permitting the development of the Property.

11. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Developer, in such instance.

12. Impact Fees. The impact fees imposed and collected by the Village that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

13. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 11 of this Agreement. The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village,

including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided the Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7(a) of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section 7(a) of this Agreement, shall result in the automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

14. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement. This Section 13 shall not apply to automatic revocation of the Project Approval and automatic termination of this Agreement pursuant to Sections 7.a and 4.d, respectively.

15. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

16. Governing Laws.

    a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

    b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2021) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

17. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:	Village Manager 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a copy to:	Village Attorney 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
	Haydee Sera, Esq. Village Attorney Weiss Serota Helfman Cole & Bierman, P.L. 2800 Ponce de Leon Blvd., Suite 1200 Coral Gables, FL 33134
If to Developer at:	LGE NBV 2937 SW 27th Ave., Suite 202 Miami FL 33133
With a copy to:	Neisen O. Kasdin Akerman LLP 98 Southeast Seventh St., Suite 1100 Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

18. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

19. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

20. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

21. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.** The provisions of this section shall survive the termination of this Agreement.
22. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.
23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

Witness #1 Print Name: Amirto Clinton

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 29 day of July, 2022.

Witness #2 Print Name: Annabelle Rodriguez

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29 day of July, 2022, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

DEVELOPER:

In the presence of:

LGE NBV, a Florida Limited Liability Company:

Witness #1 Print Name: SABRINA LUGO

Print Name: SEBASTIAN BARBAGALLO
Title: MANAGER NBV MANAGEMENT LLC ITS MANAGER
Dated this 25 day of JULY, 2022.

Witness #2 Print Name: FRANCO BARBAGALLO

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of JULY, 2022, by Sebastian Barbagallo as Manager of LGE NBV, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 6/8/2025

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

ALICIA DOMINGUEZ
MY COMMISSION # HH 090246
EXPIRES: June 8, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1755 79th Street (Kennedy) Causeway, North Bay Village, Florida

Folio Number(s): 23-3209-000-0110

Legal Description:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41' 24" EAST 1,960.00 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°16'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.000 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

EXHIBIT "B"

RESOLUTION NO. 2022-011A

RESOLUTION NO. 2022-011A

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.8 OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE, APPROVING WITH CONDITIONS A SITE PLAN REVIEW APPLICATION BY LGE NBV, LLC, FOR PROPERTY LOCATED AT 1755 79TH STREET CAUSEWAY (KENNEDY CAUSEWAY), NORTH BAY VILLAGE, FLORIDA, TO DEVELOP A 30-STORY MIXED-USE PROJECT THAT WILL ENCOMPASS 201 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 19,454 SQ. FT. OF RESTAURANT SPACE INCLUDING A WATERFRONT TERRACE; A 1,860 SQ. FT. JUICE/COFFEE BAR; AND 52,818 SQ. FT. OF OFFICE SPACE WITHIN THE LOWER NINE (9) LEVELS OF THE PROJECT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LGE NBV, LLC ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and Chapter 15 of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan for a project on an approximately 1.34-acre site, identified by Folio No. 23-3209-000-0110, located at 1755 79th Street Causeway (Kennedy Causeway), as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject mixed-use development project consists of 201 residential units and complementary indoor and outdoor resident amenities on the upper 21 levels of the project; 201 residential units and complementary indoor and outdoor resident amenities; 19,454 sq. ft. of restaurant space including waterfront terrace; 1,860 sq. ft. for a juice/coffee bar; 52,358 sq. ft. of office space; and structured parking within the lower nine (9) levels of the project (collectively, the "Project"); and

WHEREAS, the Site Plan for the Project is attached hereto as Exhibit B, "Site Plan Application Set"; and

WHEREAS, the Project is to be constructed in the T6-30 transect zone on the north side of Kennedy Causeway, which transect zone encourages mixed-use developments, with a maximum building height of 340 feet and a base density of 70 units per acre and density bonuses approvable by the Commission upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village; and

WHEREAS, Village staff reviewed the Project and found its density, intensity, and uses consistent with the T6-30 transect zone, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goal, as articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village staff and the Applicant have agreed on tentative terms of a development agreement, a draft of which is attached hereto as Exhibit C, "Development Agreement-DRAFT", which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on February 8, 2022, the Planning and Zoning Board by a vote of 5-0 recommended approval of the Site Plan, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on February 17, 2022 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Chapter 15 of the ULDC, the site plan for the Project to construct a mixed-use development project shall consist of 201 residential units and complementary indoor and outdoor resident amenities; 19,454 sq. ft. of restaurant space including waterfront terrace; 1,860 sq. ft. for a juice/coffee bar; 52,358 sq. ft. of office space; and 408 parking spaces in structured parking within the lower nine (9) levels of the project, as provided in Exhibit B, which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to the following conditions:

General conditions

1. If granted by the Village Commission, this development approval shall be valid for two (2) years. No more than two (2) one-year renewals shall be granted, subject to approval by the Village Commission.
2. To avoid expiration of the approved plans, the Applicant shall apply for and obtain a full building permit within the timeframes set forth above.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

4. Construction of the proposed Project shall be in substantial conformance with the following documents:
   - Boundary and Improvement Survey prepared by Louis Lebron, PSM, updated and recertified on 07/12/2021.
   - Architectural plans prepared by Arquitectonica, dated 1/31/2022 and sealed 2/1/2022 by Sherri Gutierrez, RA, AIA:
     - Sheets A0-00 to A011: Cover Sheet and Drawing Index, Location and Zoning Map, Aerial Views, Zoning Data, Volumetric Comparison, Setbacks, Lot Coverage and Open Space, Principal Frontage and Door Locations, FLR Diagram, Frontage
     - Sheets A1-00 to A1-12: Site Plan, Ground Floor Plan, Mezzanine, and all Floor Plans
     - Sheets A2-01 to A2-04: Building Elevations
     - Sheets A3-01 to A3-04: Building Sections and Enlargements
     - Sheet A4-01: Parking Diagram
     - Sheets A9-01 and A9-02: Renderings
   - Landscape Plans prepared by Arquitectonica GEO, dated and sealed 01/17/2021 by John B. Hutchens, RLA, LEED AP, SITES AP, ASLA, including:
     - Sheets L000-L001: Index of Drawings and Landscape Notes
     - Sheet L002: Tree Survey
     - Sheets L100 to L101: Tree Disposition and Mitigation
     - Sheet L110 to L114: Ground Level Rendering, Hardscape, Planting, and Amenities
     - Sheets L120 to L123: Mezzanine Level Rendering, Hardscape, and Planting
     - Sheets L160 to L163: Level 6 Rendering, Hardscape, and Planting
     - Sheet L400: Ground level Enlargement
     - Sheets L400 to L500: Planting and Hardscape Details
   - Traffic Impact Analysis prepared by Kimley-Horn, updated 02/09/2022 and sealed by Adrian K. Dabkowski, P.E., PTOE.

Prior to issuance of a building permit

Development Agreement

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement, in substantially the form attached as Exhibit C, "Development Agreement," memorializing the Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee

1. A minimum of five percent (5%) of the total 201 proposed units for non-subsidized workforce housing shall be provided.
2. The Applicant shall pay the applicable Community Contribution Fee assessed by the Village per additional unit of density above 120 units per acre, in compliance with Subsection 15.2.H.12. of the ULDC. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.
3. The Applicant shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the approval date of the Site Plan by the Commission. The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the building permit. All Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

Landscape and Public Realm:

1. The Applicant shall add green walls to the west and north exterior facades of the parking structure, adding to an area equivalent to no less than 20% of the entire parking structure to fully comply with Section 15.3.A.2.b. of the ULDC.
2. Green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.
3. The species for each existing tree/palm shall be provided.
4. The Applicant shall revise the landscape plans to demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This could mean using of a suspended pavement system below the walk or an equivalent alternative.
5. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided as per requirements of Section 15.3.A(e)(2)(c) Design Standards for Island Walk of the ULDC.
6. Per Section 15.3.A.2.g.(4), the public waterfront easement shall be recorded with the Village.
7. The Island Walk Access shall be open to the public during the normal hours that the Island Walk is open.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation confirming compliance with the applicable Level of Service (LOS) requirements at the time of building permit application.
2. The Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

3. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to permit approval.
4. Along with drainage calculations, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

Traffic/Circulation/Parking:

1. Prior to the issuance of a building permit by North Bay Village, the Applicant shall submit verification from the applicable agencies, including the Florida Department of Transportation (FDOT), that the Project has been reviewed and approved for all access management consideration. All mitigation strategies proposed to alleviate potential spillage of the eastbound left-turn lane (EBLTL) into the through lanes of Kennedy Causeway must be reviewed and approved by the applicable agencies. Any improvements identified by those agencies as necessary to serve the Project shall be implemented in a manner consistent with Section 163.3180(5)(h), Florida Statutes.
2. The Applicant shall submit a revised parking plan, which shall depict 408 parking spaces required to support the various proposed uses, including 53 spaces via mechanical parking, 24 electric vehicle-ready spaces, 9 accessible spaces, and a total of 49 bicycle parking spaces (either in bike racks, bike storage, or both).
3. The Applicant shall provide specifications for the mechanical parking lifts, which shall meet the standards of Section 9.3.G.
4. A back-out area shall be shown on the plans for the two parking stalls at the northwest corner of the parking drive aisles for levels 2, 3, 4 and 5 (reference Sheets A1-03 to A1-06).
5. Yellow color pavement markings shall be used to denote travel in the opposite direction and white color pavement marking to denote travel in the same direction (reference Sheet C-601).
6. The proposed intersection alignment for the existing median access opening and eastbound left-turn lane from Kennedy Causeway shall be more clearly shown on the plans (reference Sheet C-601).
7. The parking structure shall comply with the standards of Section 9.3 of the ULDC.
8. Vehicular traffic in the View Corridor shall be limited to using no more than fifty percent (50%) of the area of the corridor. Parking shall be precluded and standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.
9. Parking in the View Corridor is precluded and standing vehicles shall not exceed twenty (20) minutes.

Other

1. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or the exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
2. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village.
3. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.
4. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. The Applicant shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Applicant will enter with the Village, and which shall set forth the commitments and obligations of the Applicant to ensure compliance with the applicable regulations.
2. The Applicant shall execute all documents deemed necessary by the Village regarding the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.
3. Before the initial rental of any workforce unit, the Applicant shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and

those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	YES
Vice Mayor Marvin Wilmoth	YES
Commissioner Richard Chervony	YES
Commissioner Rachel Streitfeld	YES
Commissioner Julianna Strout	YES

PASSED AND ADOPTED on this 17 day of February 2022.

Brent Latham, Mayor

ATTEST:

Action Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

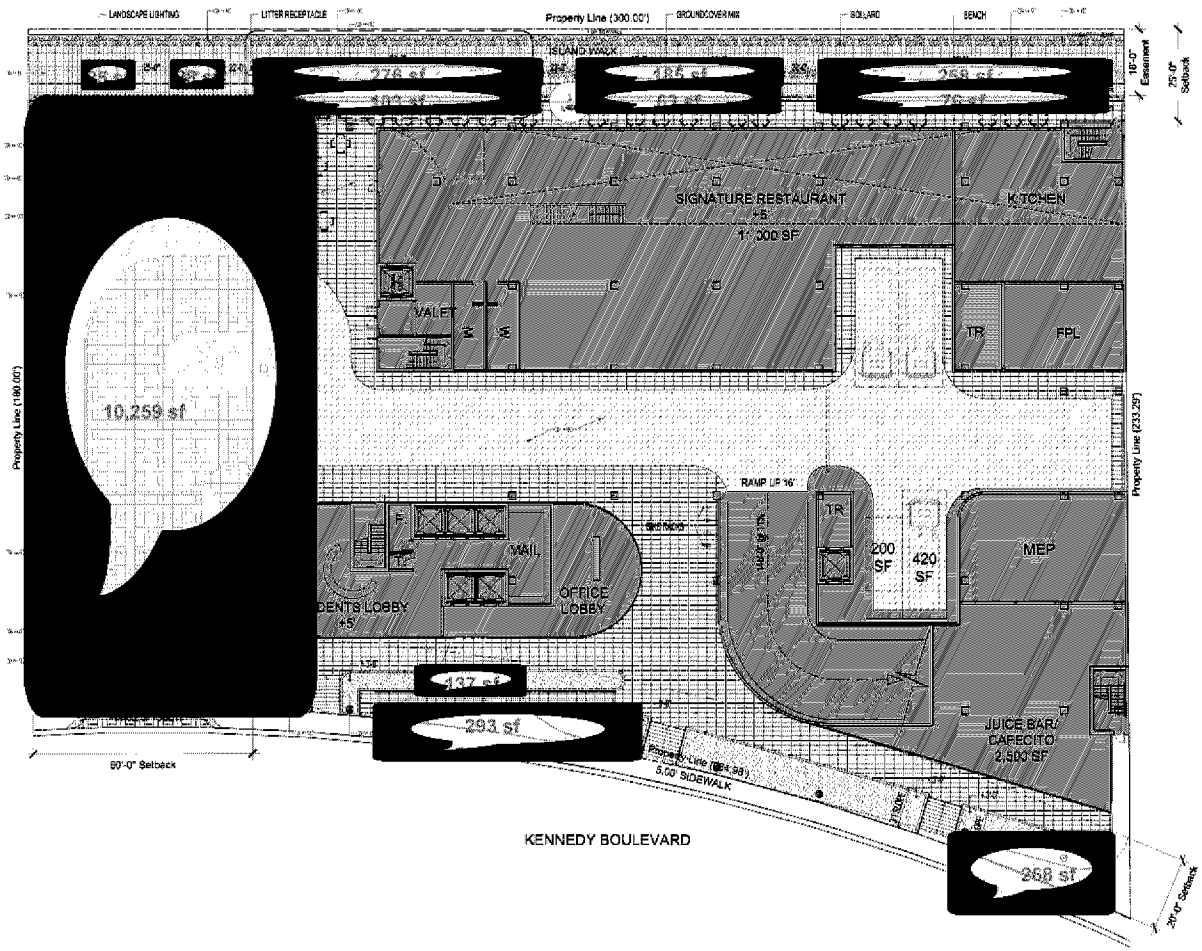
Address: 1755 79TH STREET (JFK) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0110

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 1°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.000 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

Exhibit B
"Site Plan Application Set"



GROUND LEVEL HARDSCAPE SCHEDULE

SYMBOL	32 EXTERIOR IMPROVEMENTS DESCRIPTION	QTY
32-13-16	ITEM: C.I.P. Concrete Paving APPLICATION:Sidewalks COLOR: Ash white	1,900 sf
32-14-13	ITEM: Specialone Unit Paving APPLICATION: Baywalk	3,431 sf
32-14-14	ITEM: Vehicular Rated Pervious Unit Pavers APPLICATION: Exterior Driveways	4,400 sf
32-14-15	ITEM: Pedestrian Rated Concrete Unit Pavers APPLICATION: Covered Walkways and Courtyards TYPE: Smooth - Side Up (Pedestrian) COLOR: Ivory	14,291 sf
32-14-16	ITEM: Vehicular Rated Concrete Unit Paver APPLICATION: Baywalk	7,948 sf
32-14-47	ITEM: Concrete Set River Rock APPLICATION: Baywalk SIZE: 3/4" x 1" -1/2"	1,213 sf
32-14-48	ITEM: Pervious Pavers APPLICATION: Pedestrian Promenade MANUFACTURER: Tremron PRODUCT: Pervious Paver COLOR: Sand Stone	2,607 sf
32-91-13	ITEM: Mulching APPLICATION: Planters FINISH: Mini Pine Bark Nuggets COLOR: Natural	5,337 sf
32-91-14	ITEM: Rubberized Mulch APPLICATION: Baywalk Access Courtyard Planters	160 sf

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

GROUND LEVEL HARDSCAPE PLAN

SCALE: 1/16" = 1'-0"

DATE: 12/27/2021

L111

CFN: 20220665928 BOOK 33310 PAGE 4264

Exhibit B
"Site Plan Application Set"



1755 JFK Causeway, North Bay Village, FL 33141

| Site Plan Submittal

ARCHITECTURE

A0-00	COVER SHEET & DRAWING INDEX
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A0-02	SURVEY
A0-03	AERIAL VIEWS
A0-04	CONTEXT IMAGES
A0-05	ZONING DATA
A0-06	VOLUMETRIC COMPARISON
A0-07	SETBACKS PLAN
A0-08	LOT COVERAGE/OPEN SPACE
A0-09	PRINCIPAL FRONTAGE & DOOR LOCATIONS
A0-10	FLR DIAGRAM
A0-11	FRONTAGE
A1-00	SITE PLAN
A1-01	GROUND FLOOR PLAN
A1-02	MEZZANINE
A1-03	LEVEL 02
A1-04	LEVELS 03 OFFICE / PARKING
A1-05	LEVEL 04 OFFICE / PARKING
A1-06	LEVEL 05 OFFICE / PARKING
A1-07	LEVEL 06 AMENITY DECK
A1-08	LEVEL 07 AMENITY
A1-09	LEVEL 08-09 OFFICE
A1-10	LEVEL 10-22 TYPICAL
A1-11	LEVEL 23-24 TYPICAL
A1-12	LEVEL 25-30 TYPICAL
A2-01	NORTH ELEVATION
A2-02	EAST ELEVATION
A2-03	SOUTH ELEVATION
A2-04	WEST ELEVATION
A3-01	SECTION
A3-02	SECTION
A3-03	ENLARGED SECTION
A3-04	ENLARGED SECTION
A4-01	PARKING DIAGRAM
A9-01	RENDERING
A9-02	RENDERING

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

COVER SHEET & DRAWING INDEX

DATE:
01/31/2022

A0-00

CFN: 20220665928 BOOK 33310 PAGE 4265



LOCATION MAP



ZONING MAP

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

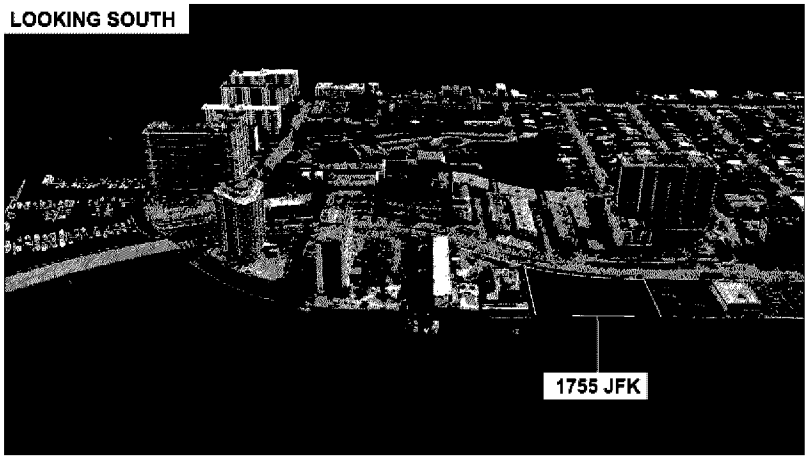
ZONING MAP

DATE:
01/31/2022

A0-01

CFN: 20220665928 BOOK 33310 PAGE 4266

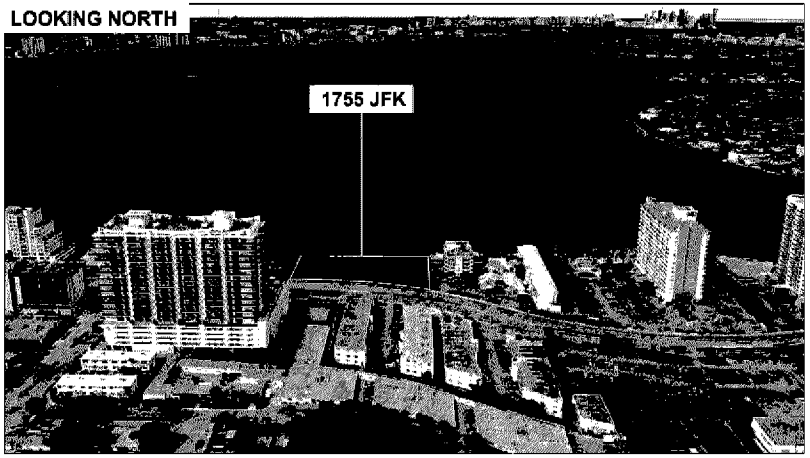
LOOKING SOUTH



LOOKING WEST



LOOKING NORTH



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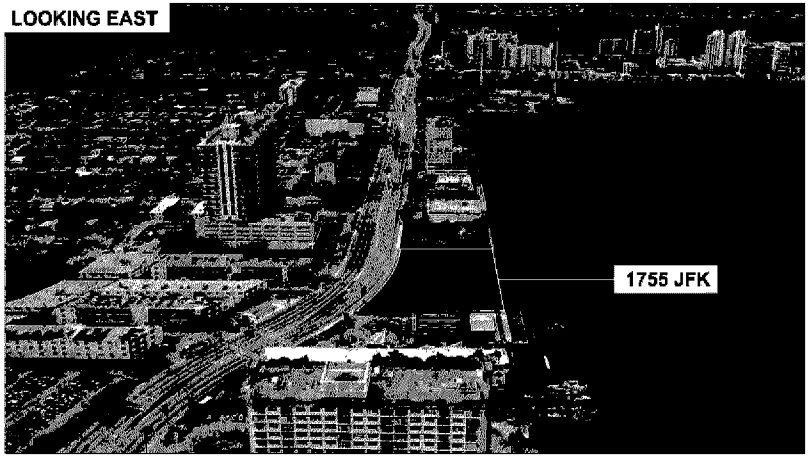

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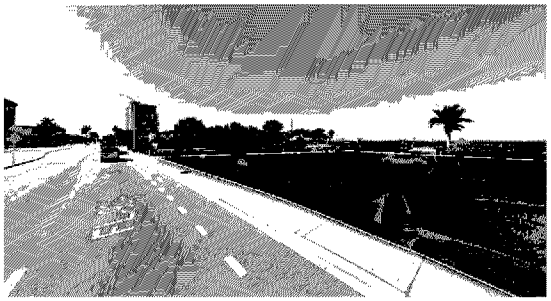
1755 JFK CAUSEWAY
NORTH BAY VILLAGE

AERIAL VIEWS

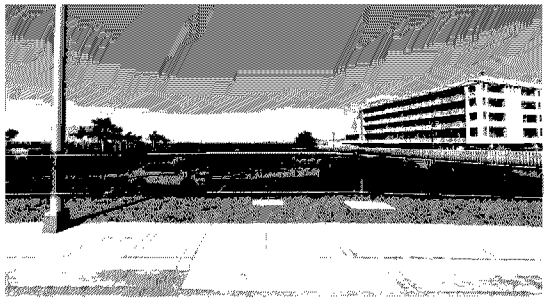
DATE:
01/31/2022

A0-03

CFN: 20220665928 BOOK 33310 PAGE 4267



JFK CAUSEWAY - WEST VIEW



JFK CAUSEWAY - NORTH VIEW



JFK CAUSEWAY - EAST VIEW

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

CONTEXT IMAGES

DATE:
01/31/2022

A0-04

CFN: 20220665928 BOOK 33310 PAGE 4268

Exhibit B
"Site Plan Application Set"

Zone	T6-30
Lot Area - Gross	58,443 sf
Lot Area - Net	58,443 sf
Lot Acreage - Gross	1.34 acres
Lot Acreage - Net	1.34 acres

ZONING REQUIREMENTS 1755 JFK Causeway			
	FACTOR	REQ'D/ ALLOWABLE	PROVIDED
Lot Area		10,000 sf min.	58,443 sf
Max Lot Coverage			
01-08 Stories	75%	43,832 sf	42,007 sf
Above 8th Story (resi)		18,000 sf	13,151 sf
Floor Lot Ratio (FLR)	13	759,759 sf	473,252 sf
			8.1
Lot Width		100 ft. min.	180 ft
Min. Open Space	10% Lot Area min.	5,844 sf	11,405 sf (20%)
Max Density	120 du/acre	161 units	201 units
	150 du/acre	201 units	
Min. Frontage	75%	180 ft	213'-2" (88.4%)
	240'-3" Total Building Frontage		
Building Setback			
Primary Front - Kennedy Blvd		20 ft	20 ft
Above 5th story		10 ft	
Primary Front - Biscayne Bay (North)		25 ft	25 ft
Above 5th story		N/A	
Side West (view corridor)		20% of Lot Width	60 ft
Side East		0 ft - 15 ft max.	0
Height			
Min. Height (stories)		2	30
Max Pedestal Height		5 stories or 100 ft	5
Max Building Height		30 stories or 340 ft	340 sf

PARKING REQUIREMENTS 1755 JFK Causeway				
		FACTOR	REQ'D	PROVIDED
Residential	201 units		221.1 spaces	222 spaces
Units	201 units	1.0	201 spaces	
Visitor		10%	20.1 spaces	
Office		52,818 sf	158 spaces	N/A
Req'd		3/1,000 sf		
Commercial		21,315 sf	64 spaces	67 spaces
Req'd		3/1,000 sf		
Sharing Factor			113.18 spaces	119 spaces
Residential + Office		1.40		
Subtotal Req'd Parking			398.2 spaces	
EV Capable Req'd Spaces			21 spaces	
Total Req'd Parking			399 spaces	
Total Req'd ADA			9 spaces	
TOTAL PARKING REQUIRED:			**399 spaces**	
TOTAL PARKING PROVIDED:				**408 spaces**
TOTAL EV CAPABLE SPACES PROVIDED WITHIN TOTAL SPACES PROVIDED:			**21 spaces**	**24 spaces**
TOTAL ADA SPACES PROVIDED				**9 spaces**
Bike Parking			20	20
Loading				
Residential	201 units	217,752 sf	1x420 sf 2x240 sf	1x420 sf 2x240 sf
Office		52,818 sf	1x420 sf	1x420 sf
Commercial		21,315 sf	n/a	1x420 sf

Green Design Option	Description	Points received
Enhanced hurricane resistant structure	Meet a wind load 20 mph greater than Florida Building Code requirements	4
100% native plants in landscaping	Meet all landscaping requirements with 100% native vegetation	2
Cool Pavement	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot	4
White roof (also known as cool roof)	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year aged Solar Reflectance Index (SRI) as follows: ▪ Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64 Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32	4
Electric Vehicle Charging Station(s)	2 points for each station installed above the baseline number required pursuant to § 8.23.A and B.	(2 x 3) = 6
	Total:	20

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

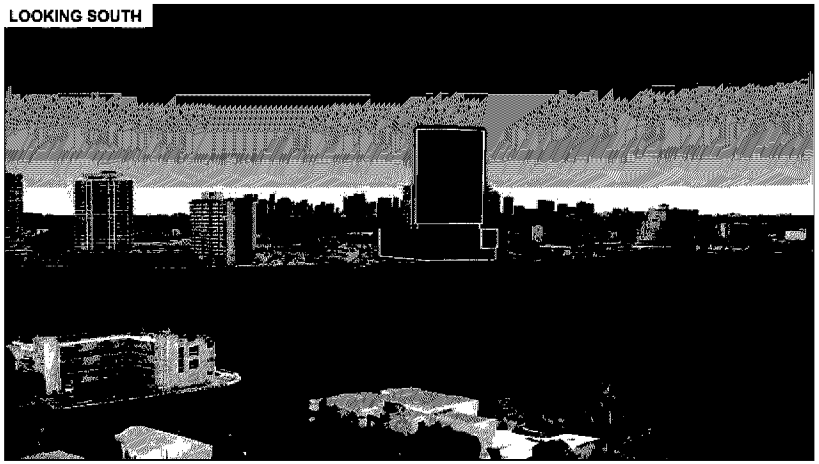
ZONING DATA

DATE:
01/31/2022

A0-05

CFN: 20220665928 BOOK 33310 PAGE 4269

LOOKING SOUTH



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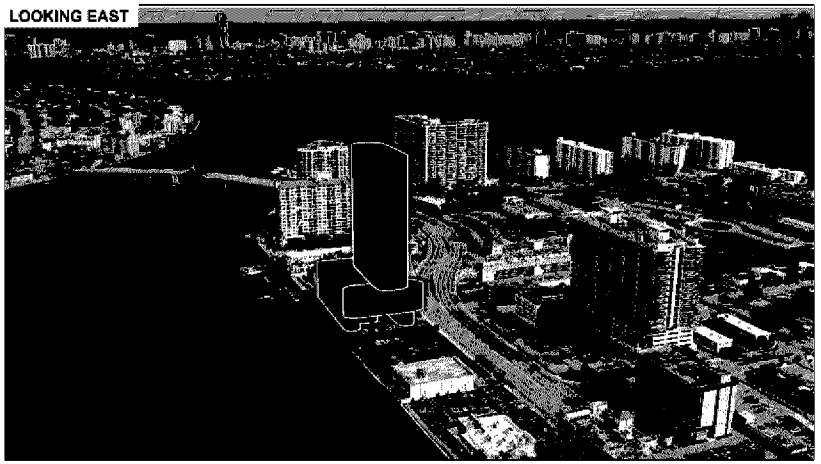
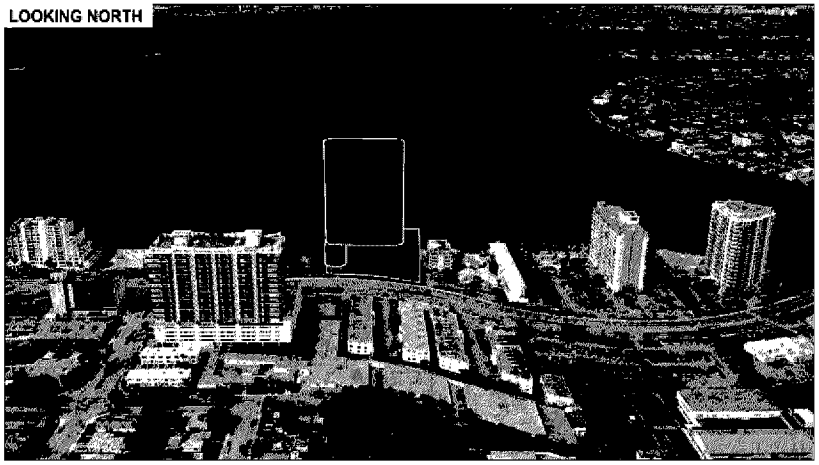
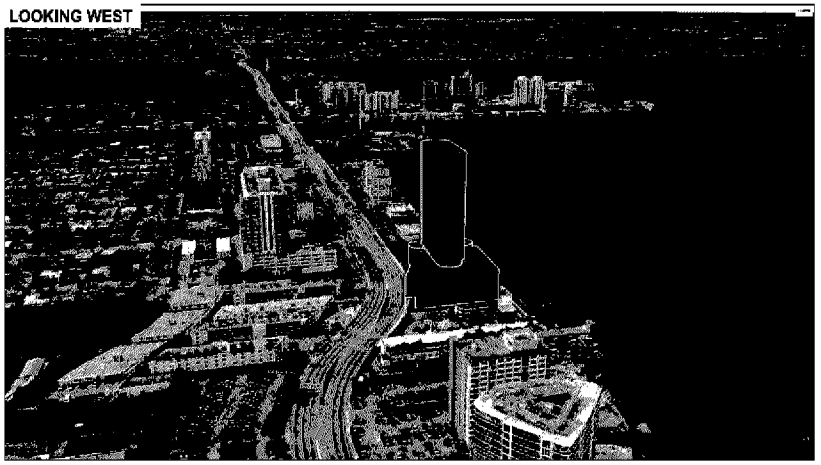


LOOKING NORTH



LOOKING WEST



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

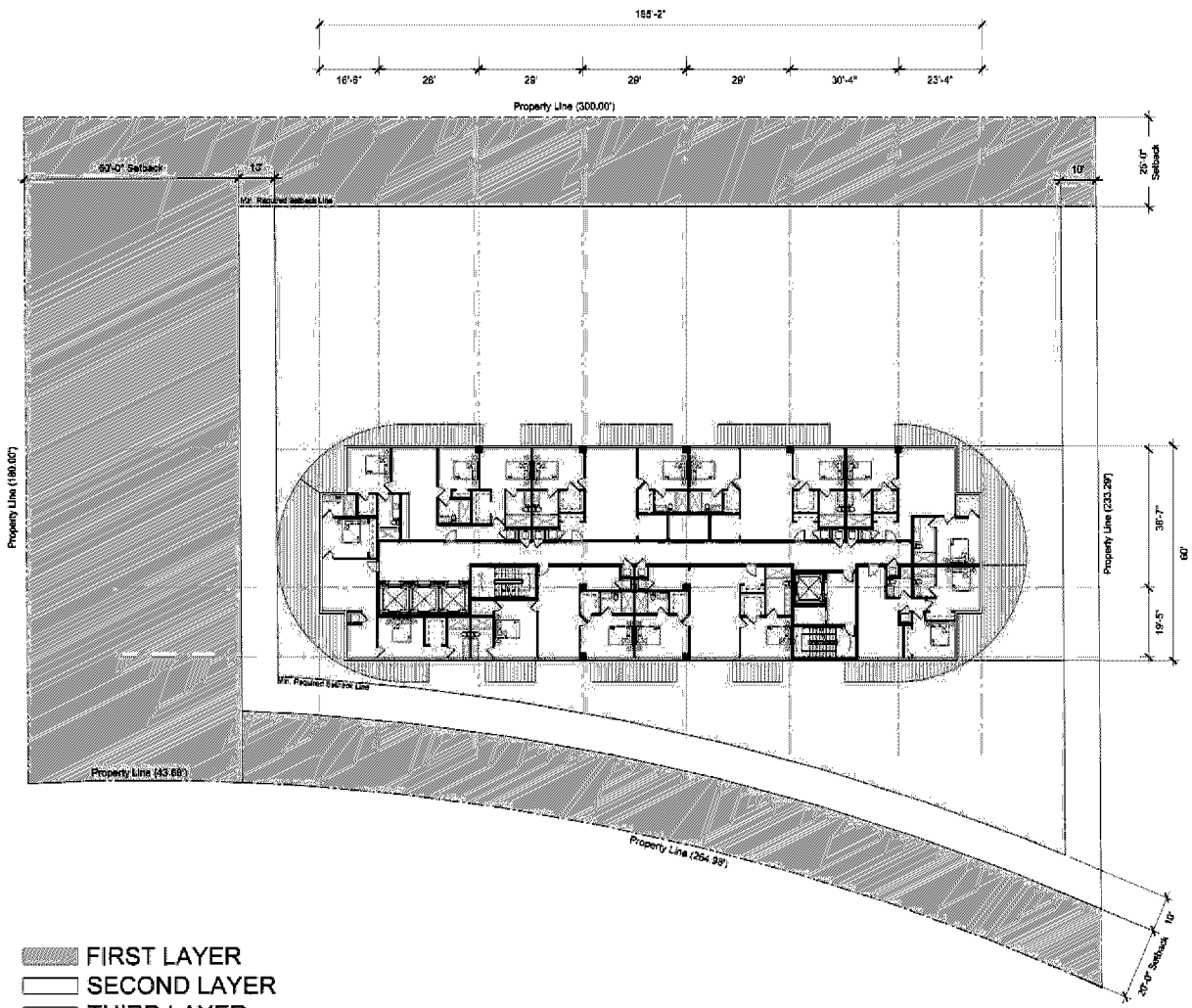
VOLUMETRIC COMPARISON

DATE:
01/31/2022

A0-06

CFN: 20220665928 BOOK 33310 PAGE 4270

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

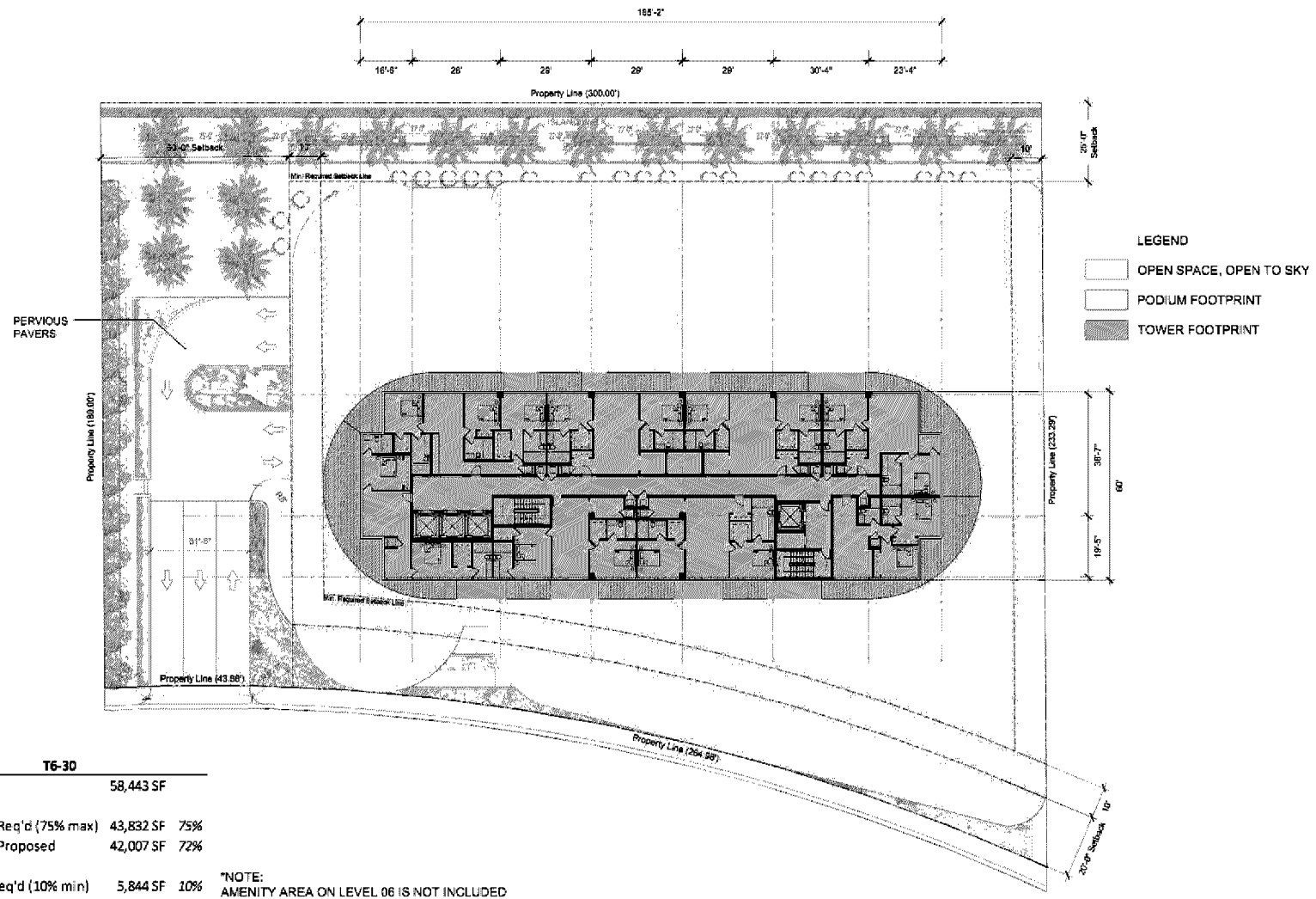
SETBACKS

DATE:
01/31/2022

A0-07

CFN: 20220665928 BOOK 33310 PAGE 4271

Exhibit B
"Site Plan Application Set"



T6-30		
Lot Area	58,443 SF	
Lot Coverage Req'd (75% max)	43,832 SF	75%
Lot Coverage Proposed	42,007 SF	72%
Open Space Req'd (10% min)	5,844 SF	10%
Open Space Proposed	11,405 SF	20%

*NOTE:
AMENITY AREA ON LEVEL 06 IS NOT INCLUDED AS PART OF OPEN SPACE PROVIDED.

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

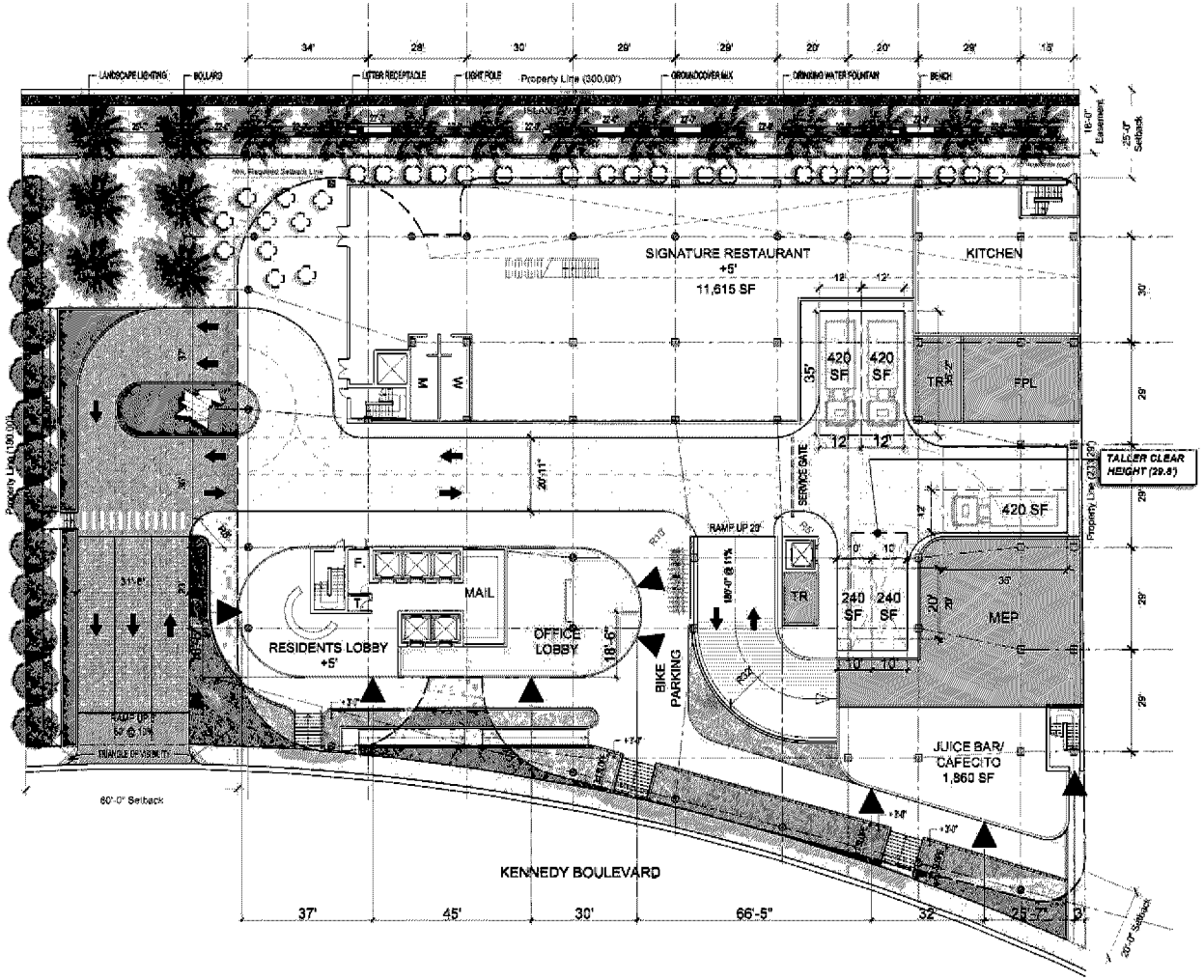
LOT COVERAGE - OPEN SPACE

DATE:
01/31/2022

A0-08

CFN: 20220665928 BOOK 33310 PAGE 4272

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

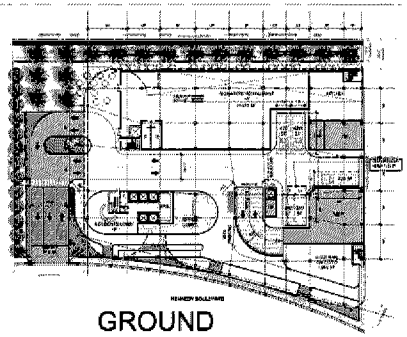
PRINCIPAL FRONTAGE AND DOOR LOCATION

DATE: 01/31/2022

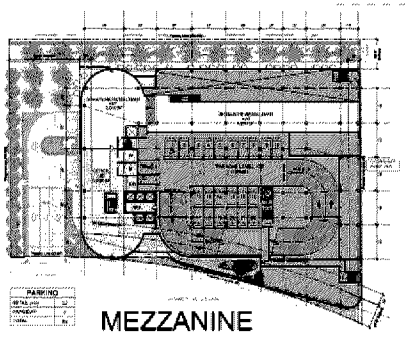
A0-09

CFN: 20220665928 BOOK 33310 PAGE 4273

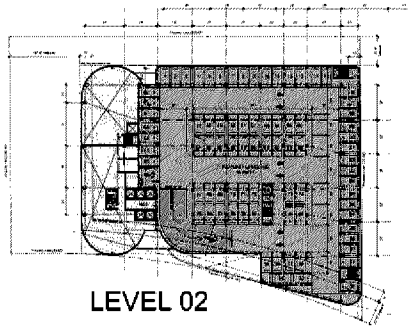
Exhibit B
"Site Plan Application Set"



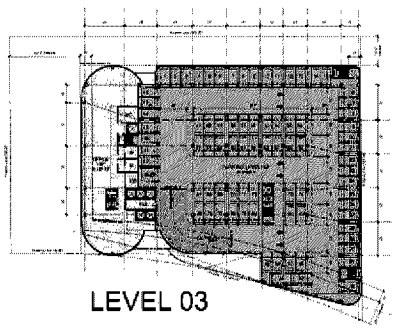
GROUND



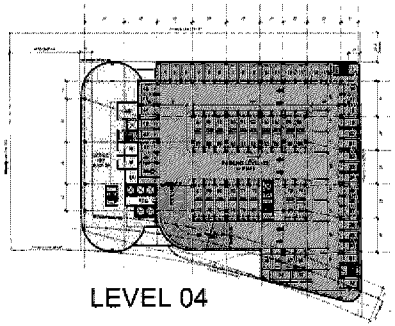
MEZZANINE



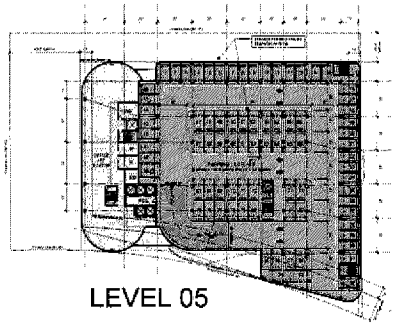
LEVEL 02



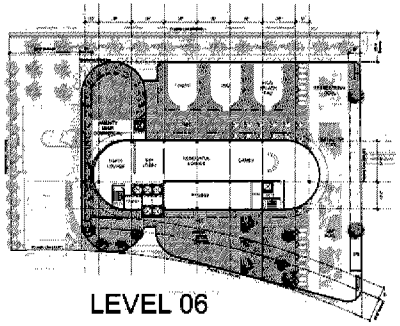
LEVEL 03



LEVEL 04



LEVEL 05



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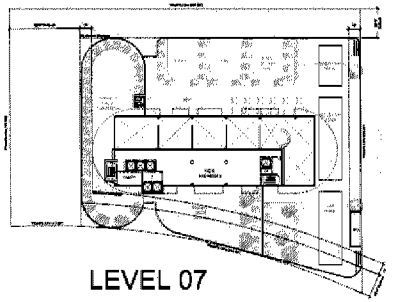
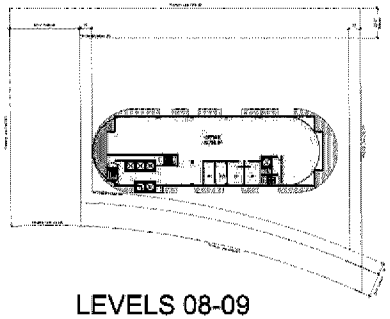
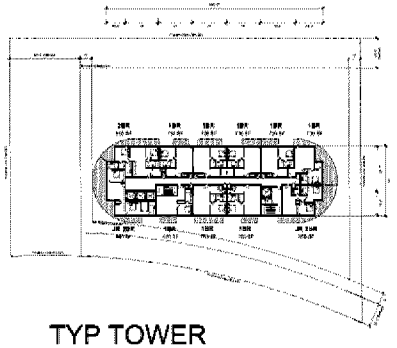


LEVEL 07



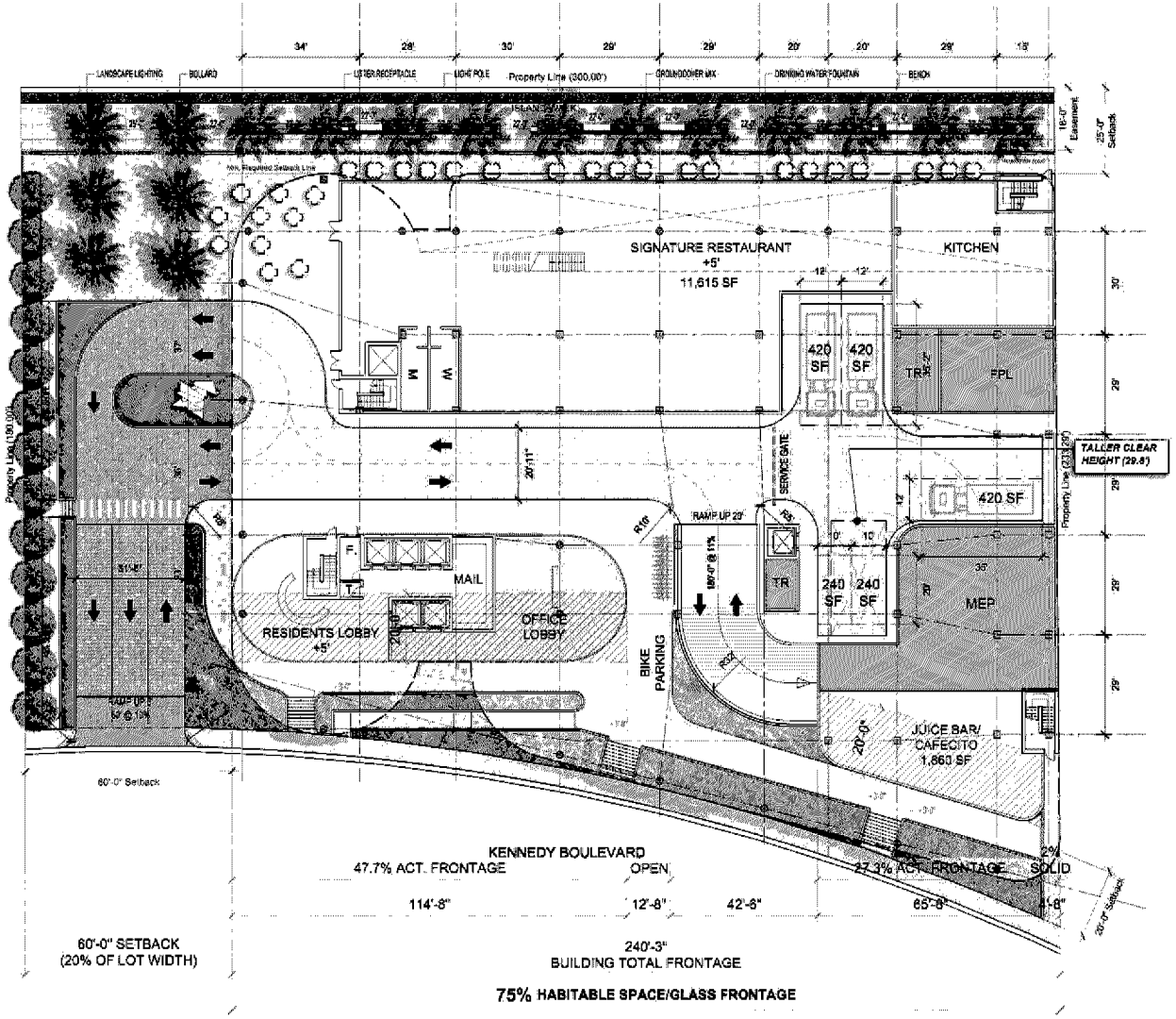
LEVELS 08-09



TYP TOWER

| | | |

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

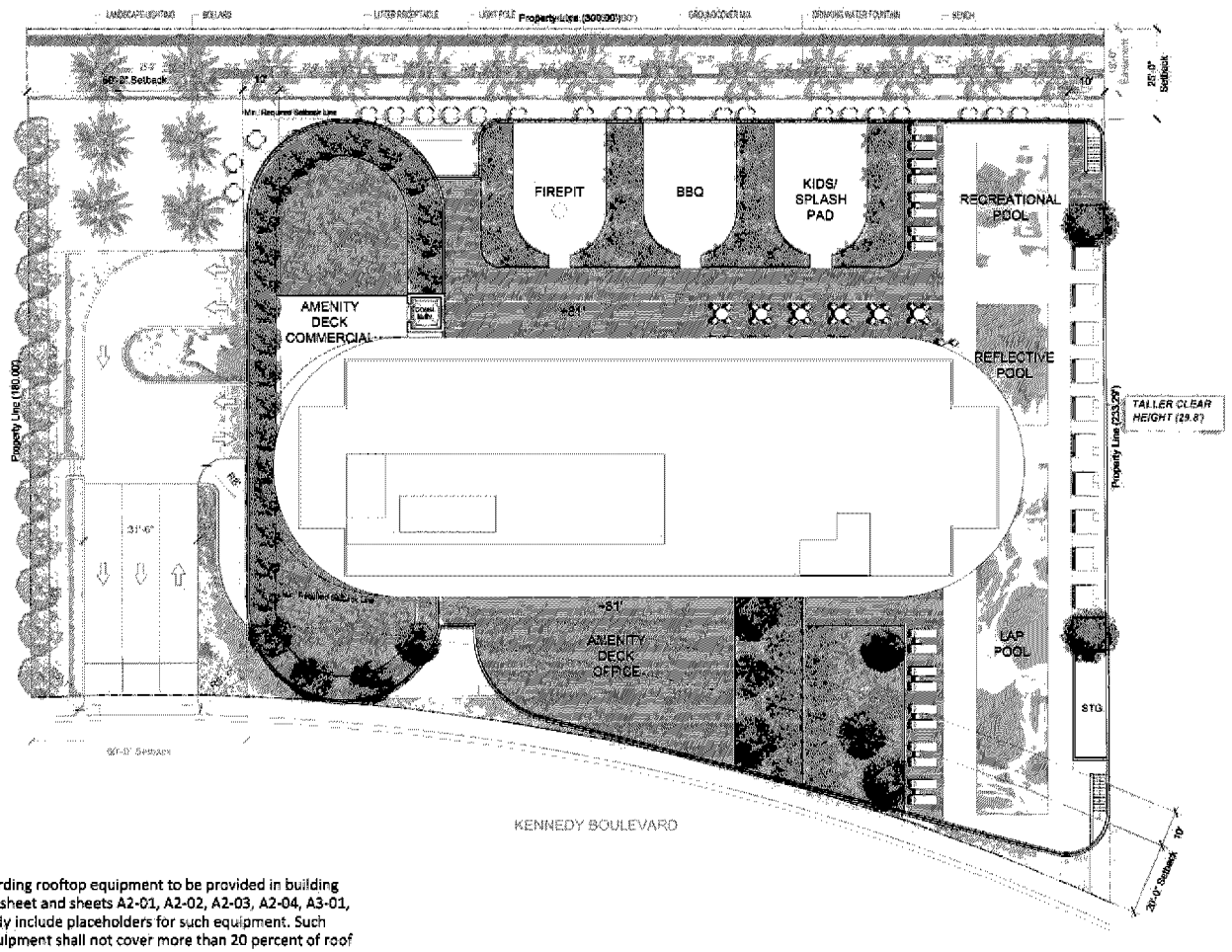
PRINCIPAL FRONTAGE AND DOOR LOCATION

DATE: 01/31/2022

A0-11

CFN: 20220665928 BOOK 33310 PAGE 4275

Exhibit B
"Site Plan Application Set"



Note: Details regarding rooftop equipment to be provided in building permit plans. This sheet and sheets A2-01, A2-02, A2-03, A2-04, A3-01, and A3-02 currently include placeholders for such equipment. Such structures and equipment shall not cover more than 20 percent of roof area and shall not exceed the maximum height by ten feet pursuant to section 15.2 (c)(4) of the Village Code.

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

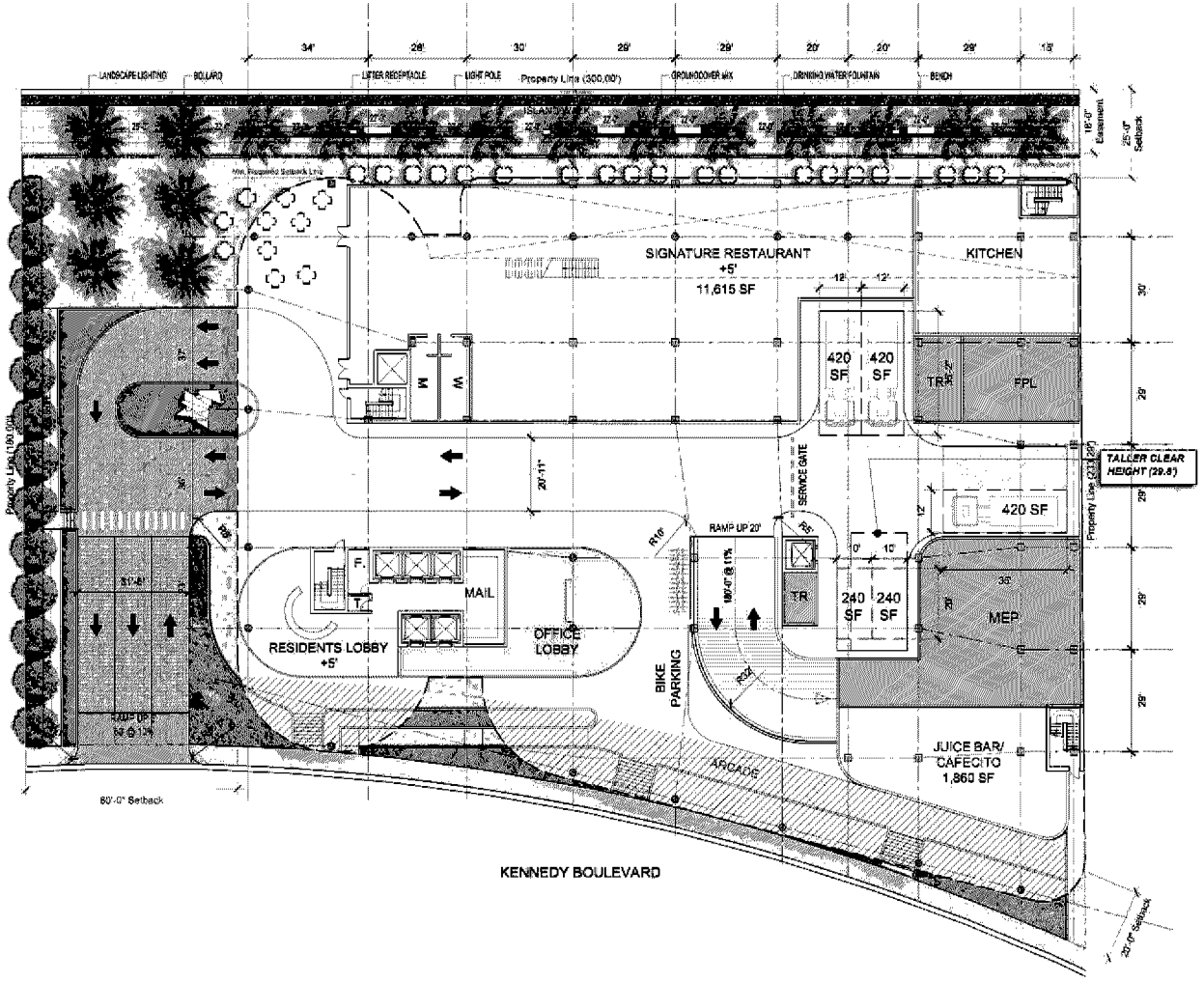
SITE PLAN

DATE:
01/31/2022

A1-00

CFN: 20220665928 BOOK 33310 PAGE 4276

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

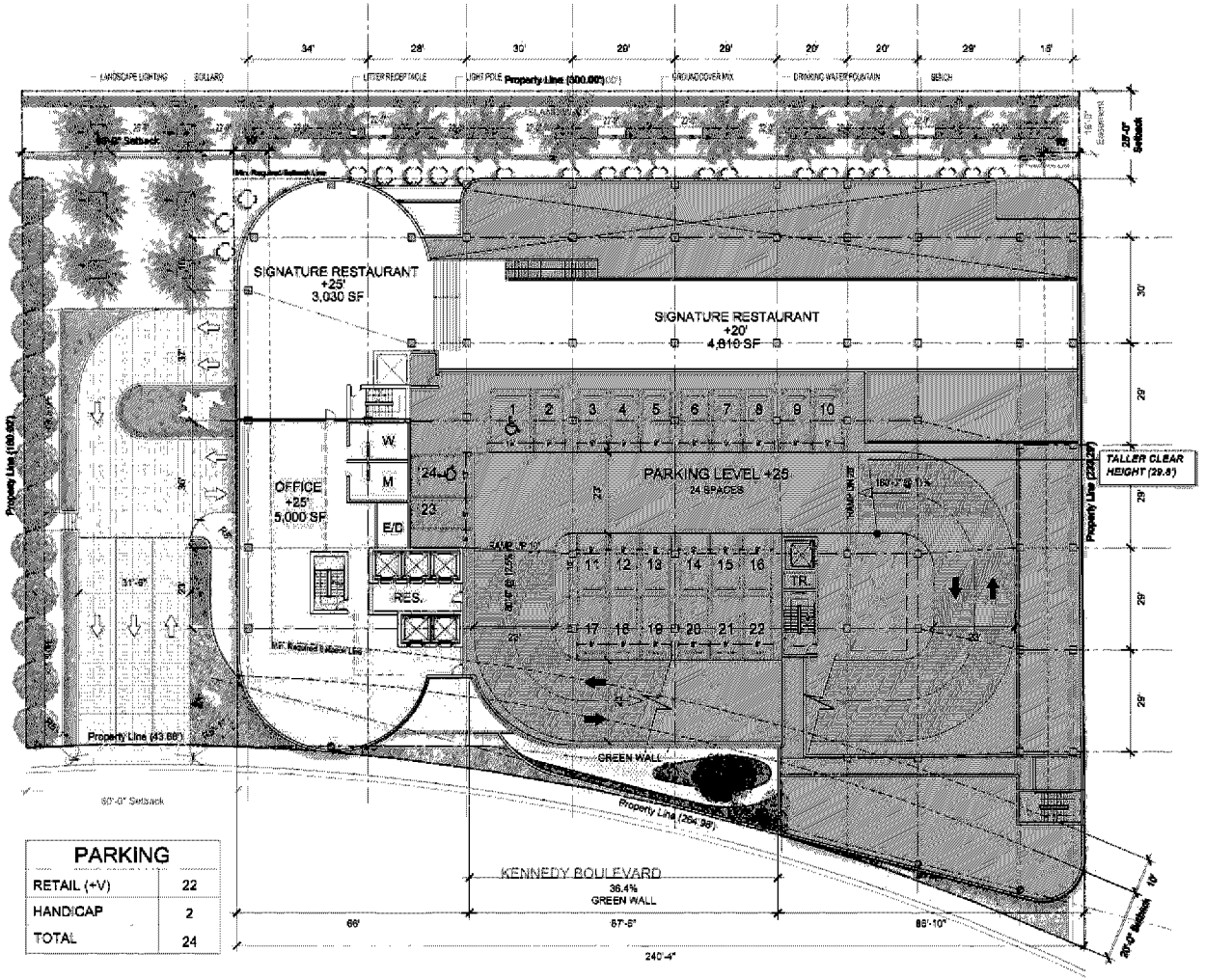
GROUND

DATE:
01/31/2022

A1-01

CFN: 20220665928 BOOK 33310 PAGE 4277

Exhibit B
"Site Plan Application Set"



PARKING	
RETAIL (+V)	22
HANDICAP	2
TOTAL	24

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

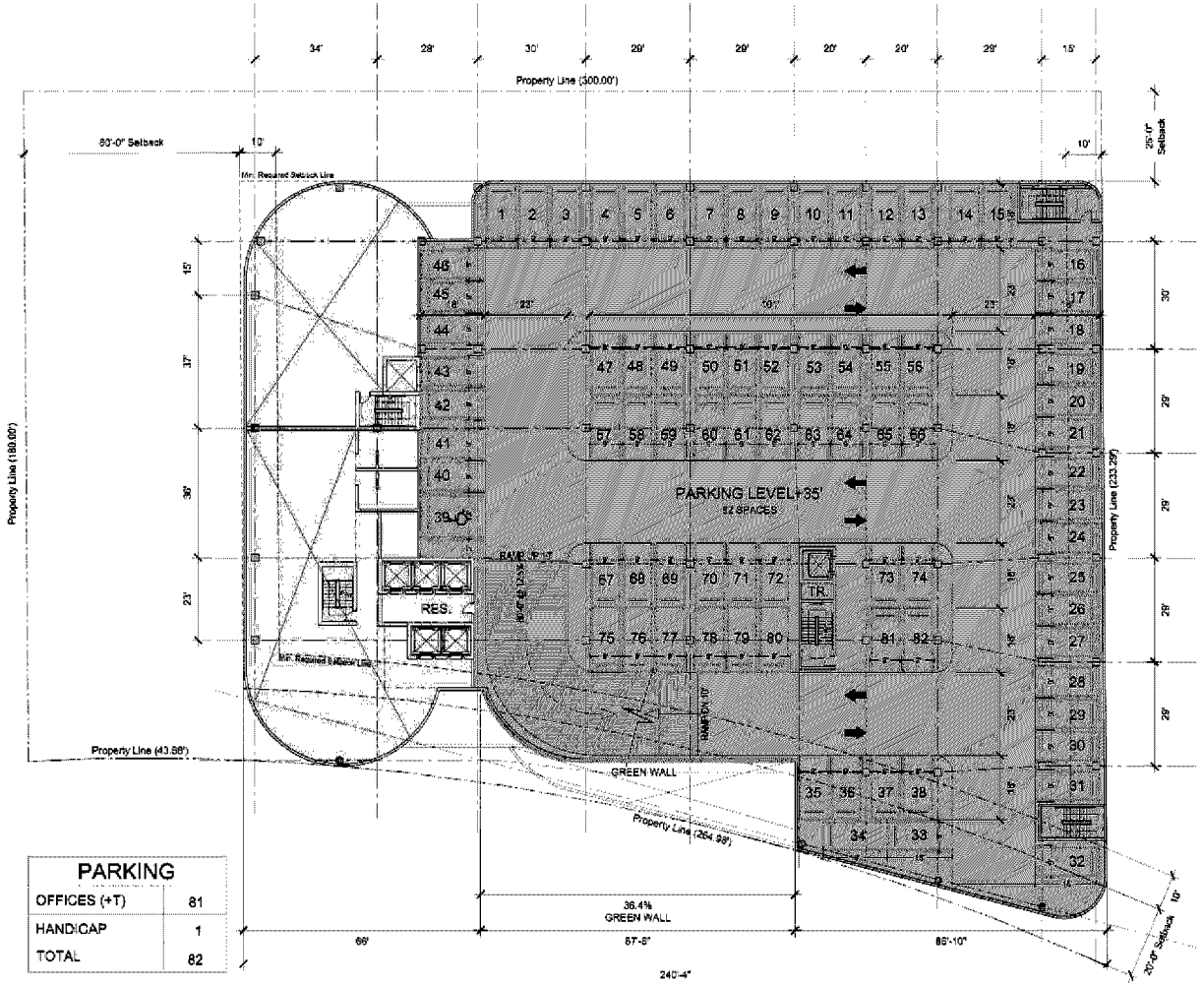
MEZZANINE

DATE:
01/31/2022

A1-02

CFN: 20220665928 BOOK 33310 PAGE 4278

Exhibit B
"Site Plan Application Set"



NOTE:
PLANT MATERIAL MUST BE GUARANTEED FOR 18 MONTHS AND REACH 80% COVERAGE WITHIN THE FIRST YEAR.

PARKING	
OFFICES (+T)	81
HANDICAP	1
TOTAL	82

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

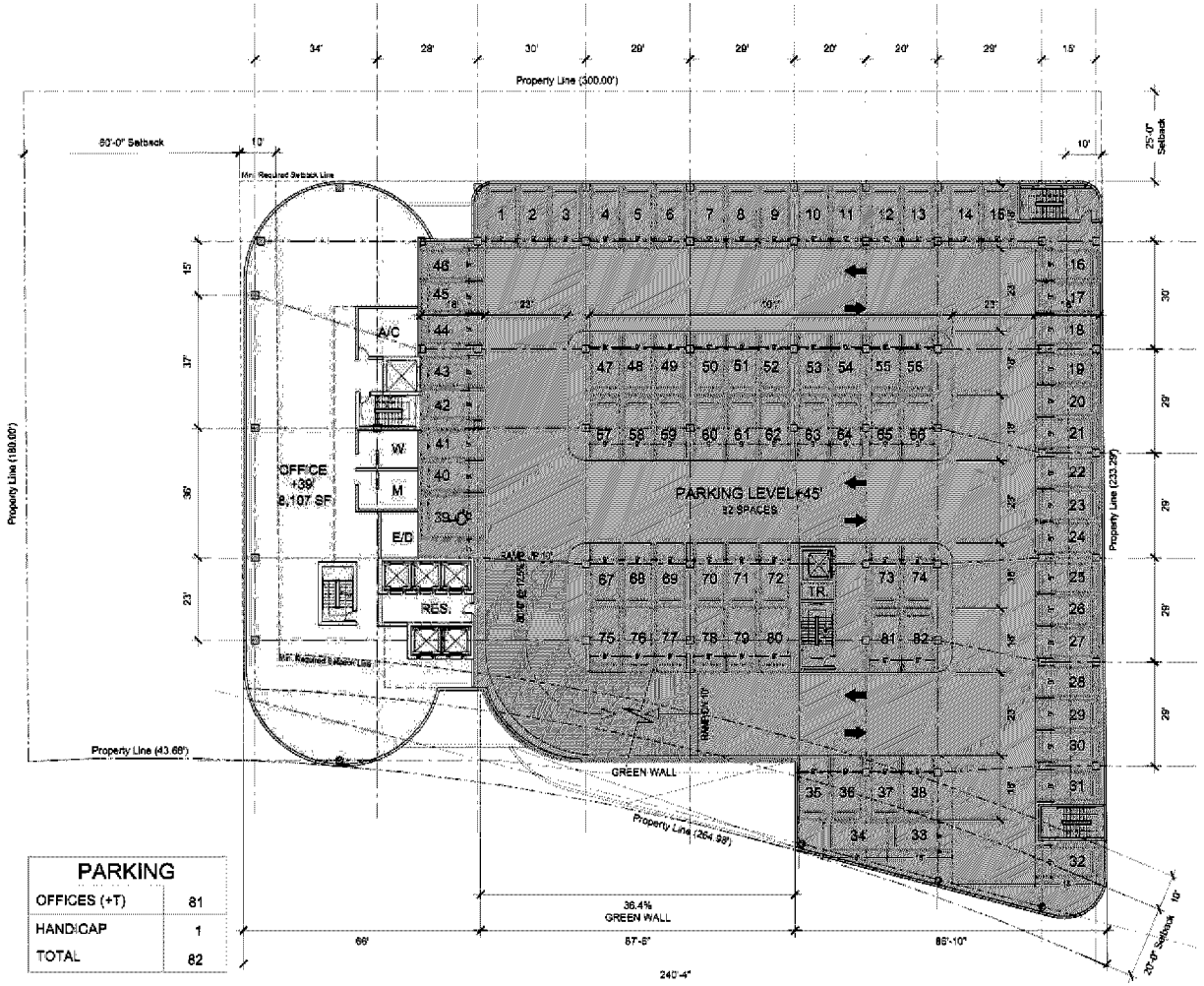
LEVEL 02

DATE:
01/31/2022

A1-03

CFN: 20220665928 BOOK 33310 PAGE 4279

Exhibit B
"Site Plan Application Set"



NOTE:
PLANT MATERIAL MUST BE GUARANTEED FOR 18 MONTHS AND REACH 80% COVERAGE WITHIN THE FIRST YEAR.

PARKING	
OFFICES (+T)	81
HANDICAP	1
TOTAL	82

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

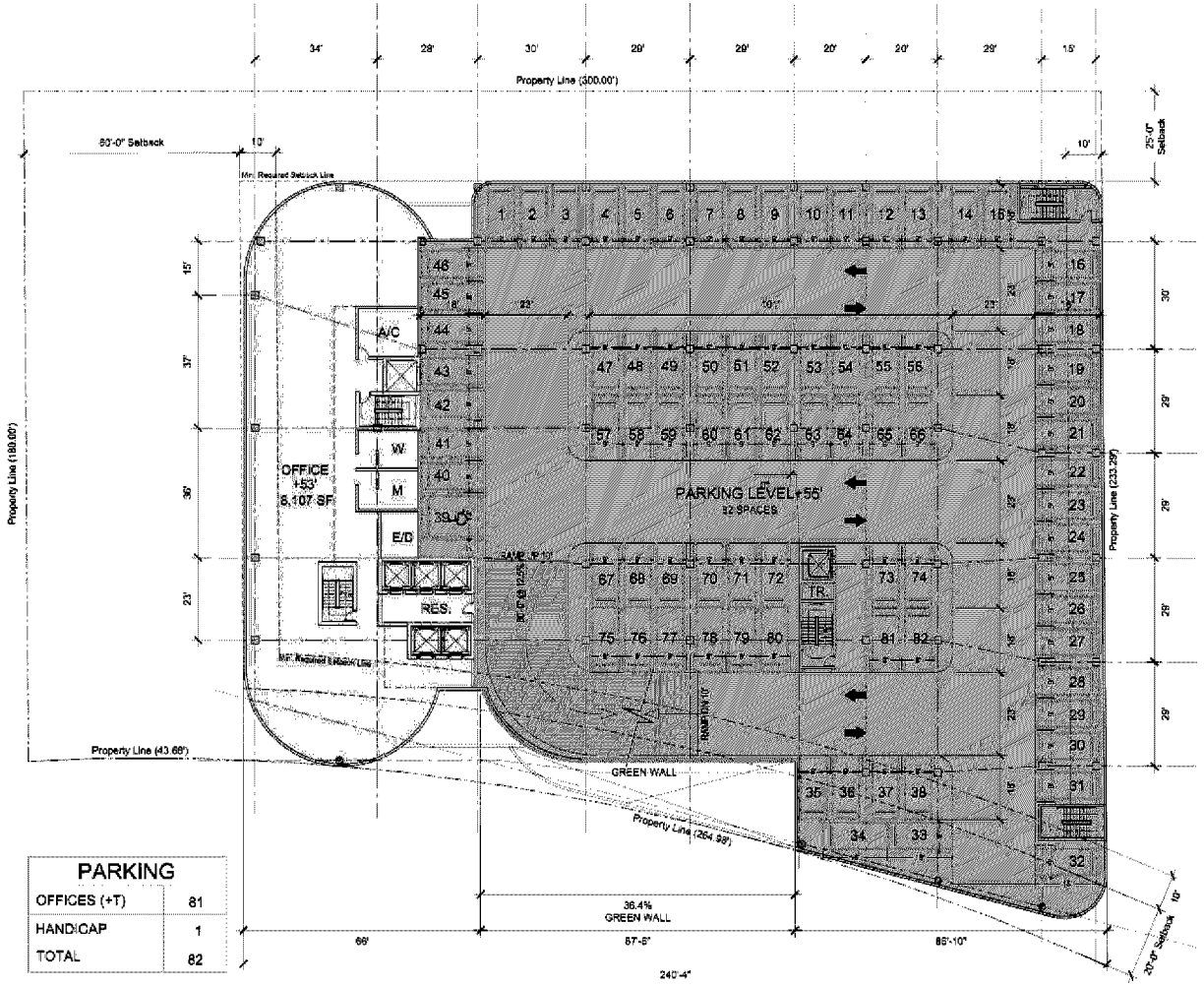
LEVEL 03

DATE:
01/31/2022

A1-04

CFN: 20220665928 BOOK 33310 PAGE 4280

Exhibit B
"Site Plan Application Set"



NOTE:
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PARKING	
OFFICES (+T)	81
HANDICAP	1
TOTAL	82

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

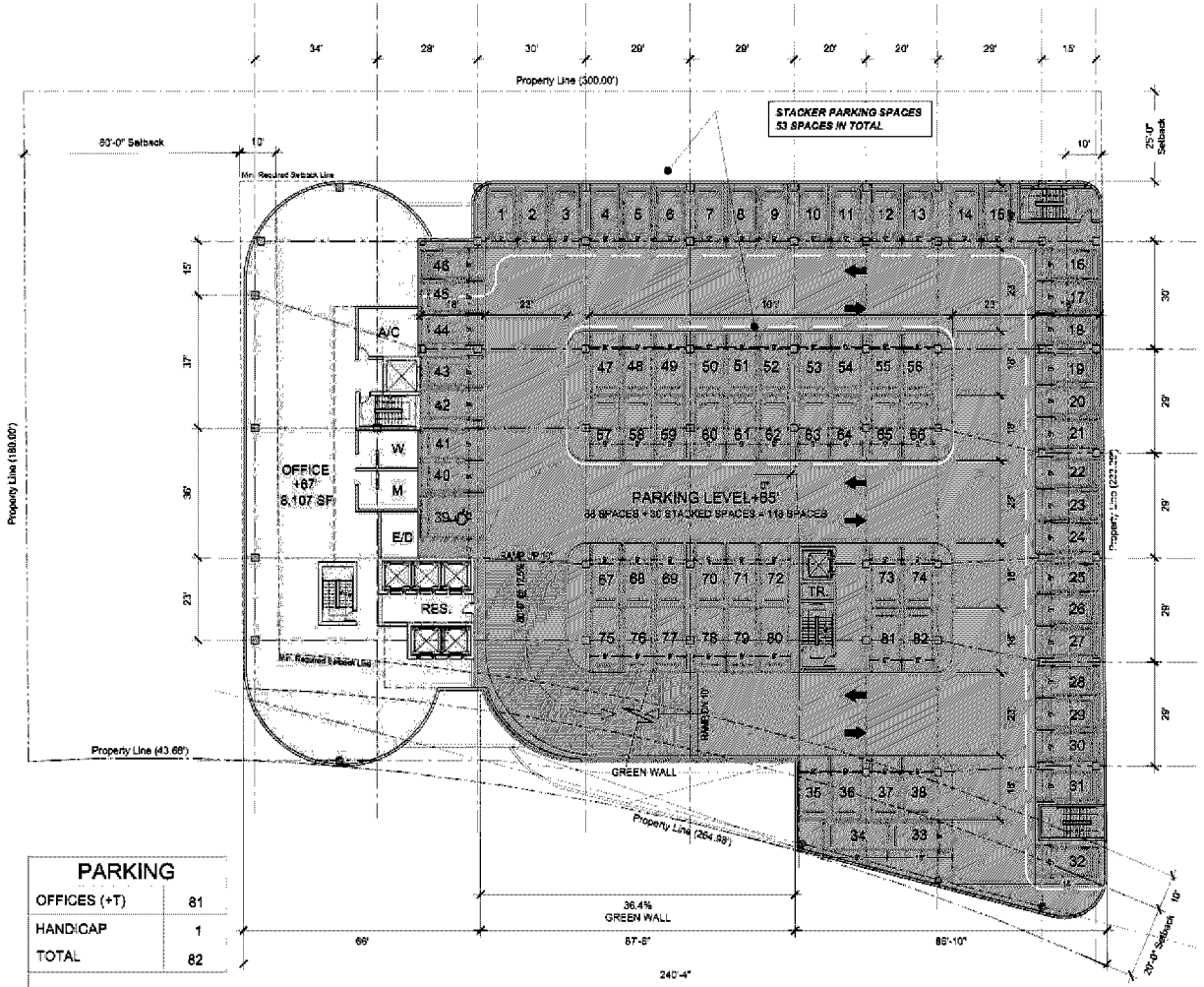
LEVEL 04

DATE:
01/31/2022

A1-05

CFN: 20220665928 BOOK 33310 PAGE 4281

Exhibit B
"Site Plan Application Set"



NOTE:
PLANT MATERIAL MUST BE GUARANTEED FOR 18 MONTHS AND REACH 80% COVERAGE WITHIN THE FIRST YEAR.

PARKING	
OFFICES (+T)	81
HANDICAP	1
TOTAL	82

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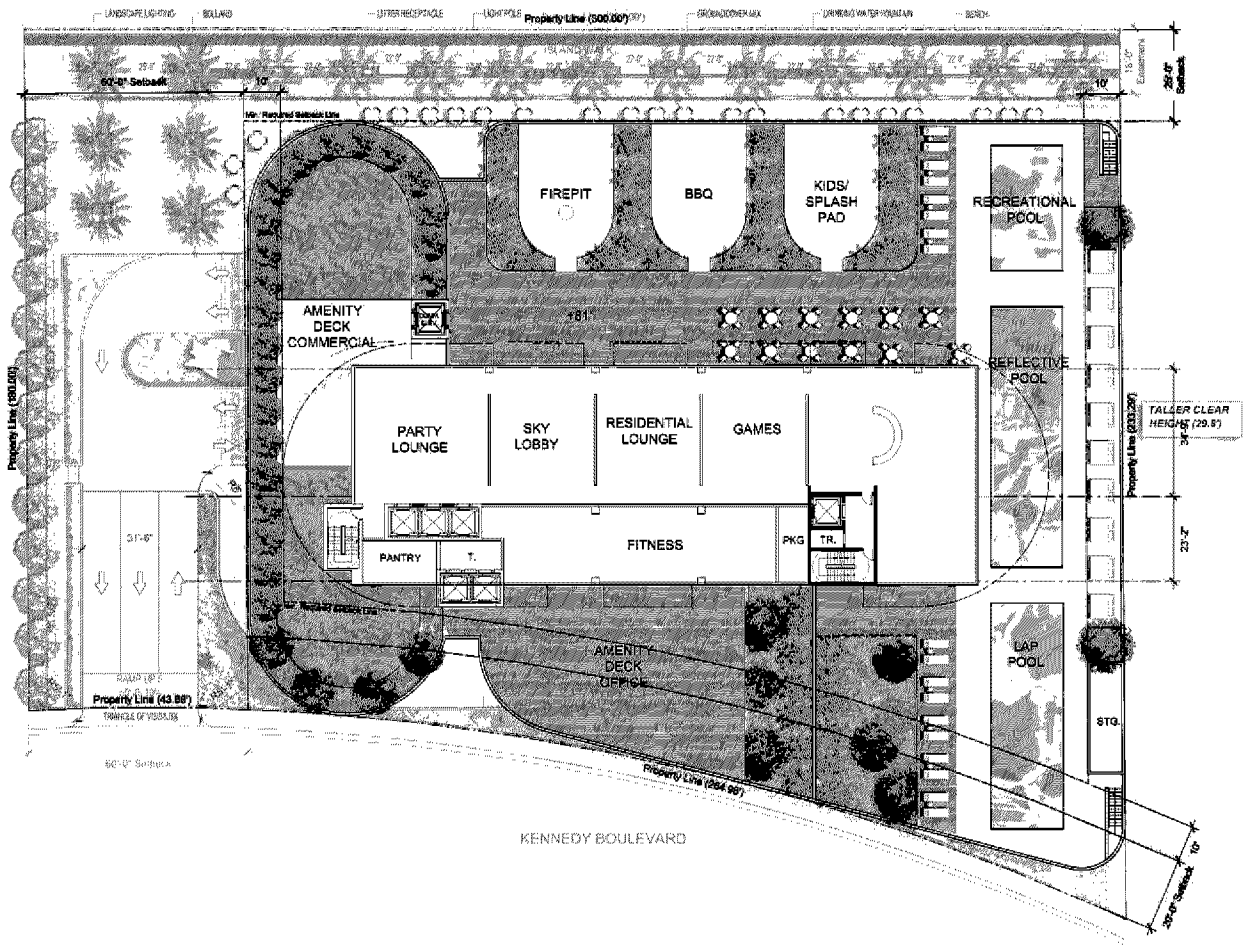
LEVEL 05

DATE:
01/31/2022

A1-06

CFN: 20220665928 BOOK 33310 PAGE 4282

Exhibit B
"Site Plan Application Set"



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NORTH BAY VILLAGE

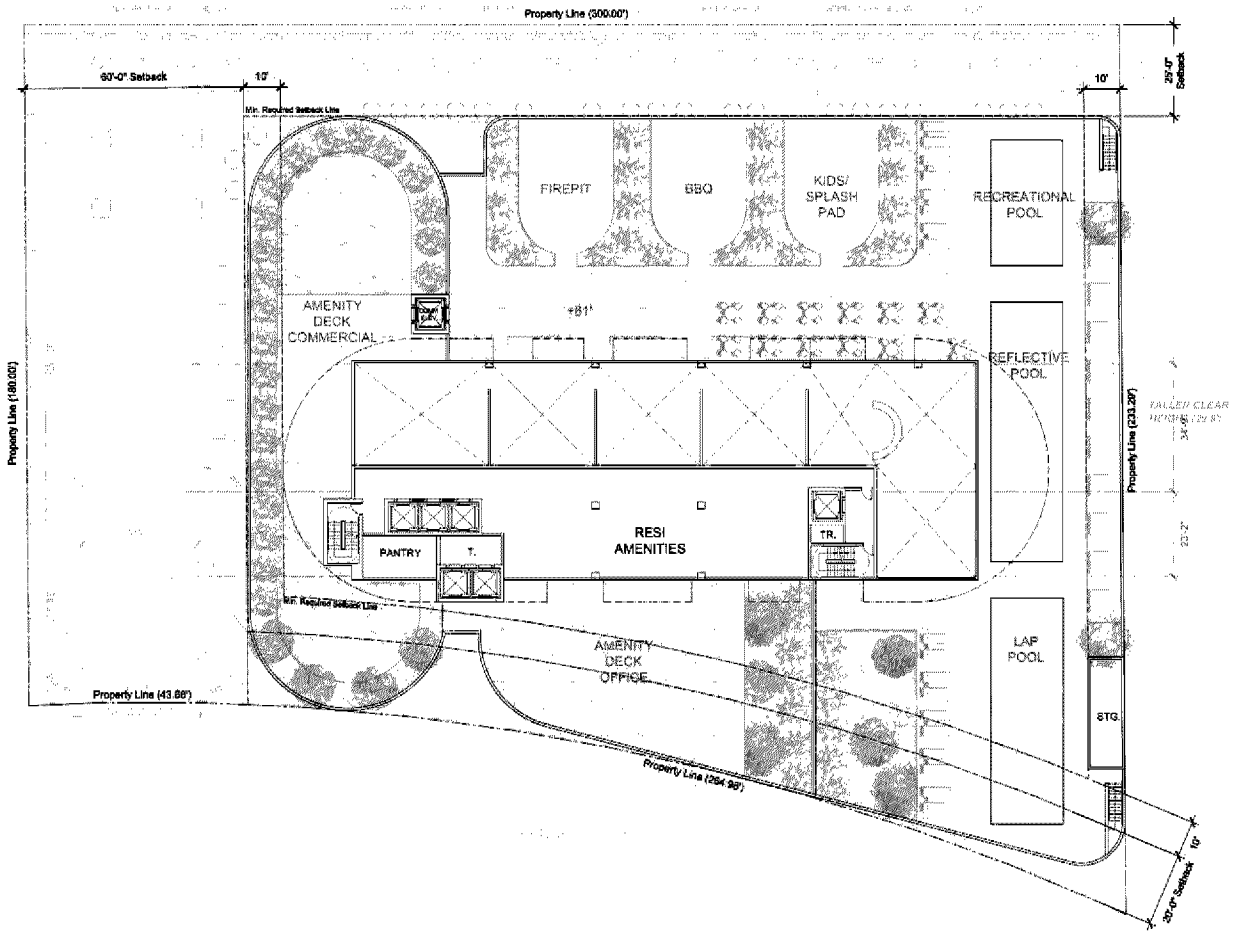
LEVEL 06 AMENITY

DATE:
01/31/2022

A1-07

CFN: 20220665928 BOOK 33310 PAGE 4283

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

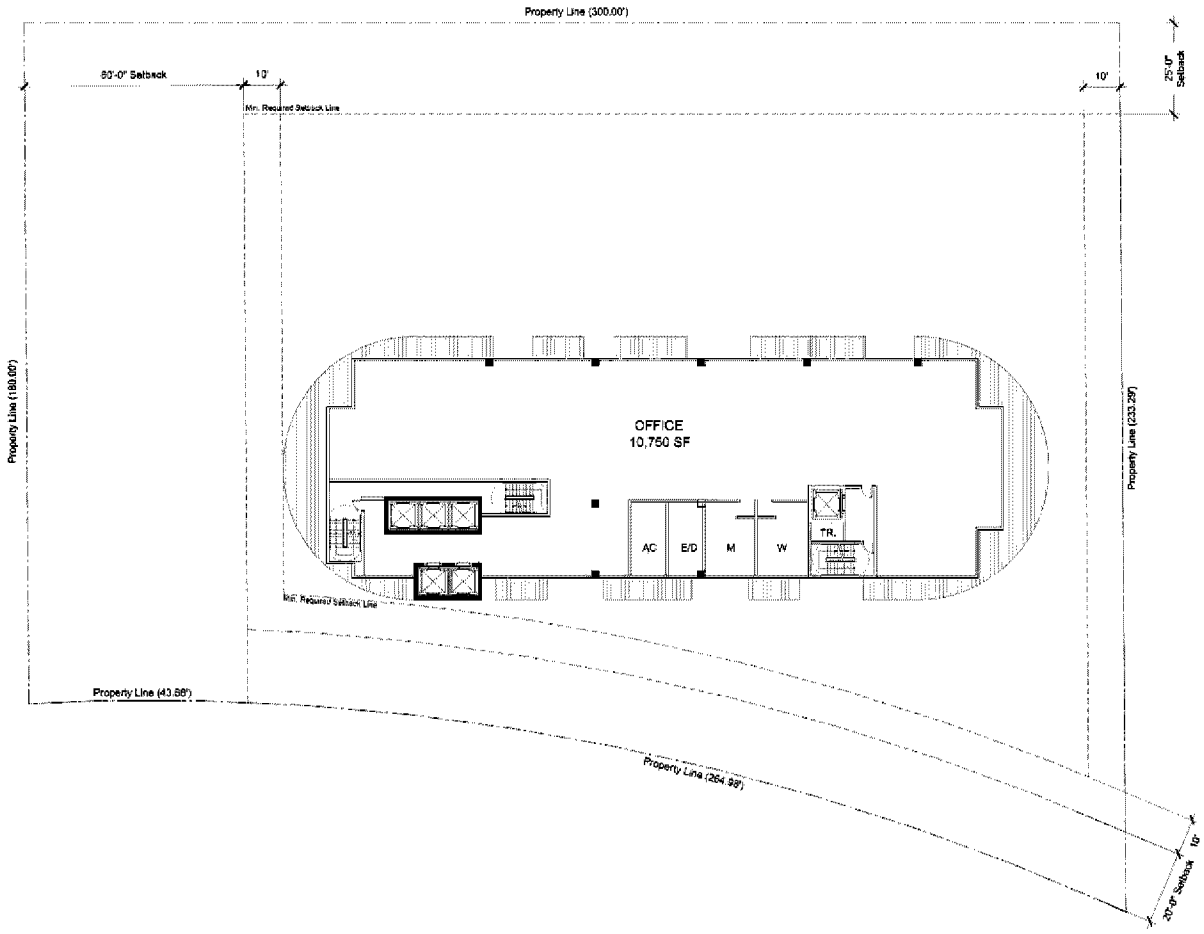
LEVEL 07 AMENITY MEZZ

DATE:
01/31/2022

A1-08

CFN: 20220665928 BOOK 33310 PAGE 4284

Exhibit B
"Site Plan Application Set"



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NORTH BAY VILLAGE

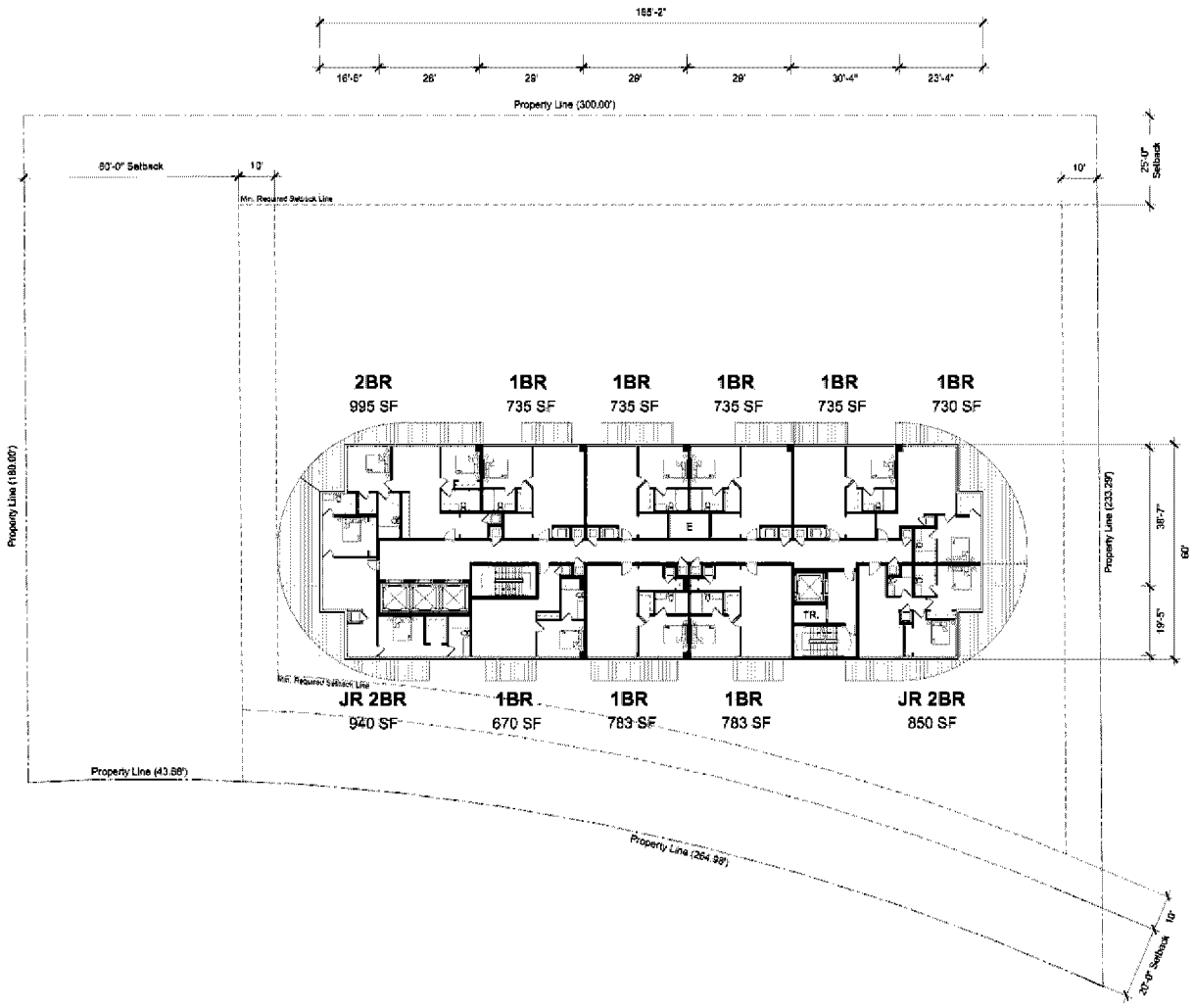
LEVELS 08-09

DATE:
01/31/2022

A1-09

CFN: 20220665928 BOOK 33310 PAGE 4285

Exhibit B
"Site Plan Application Set"



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NORTH BAY VILLAGE

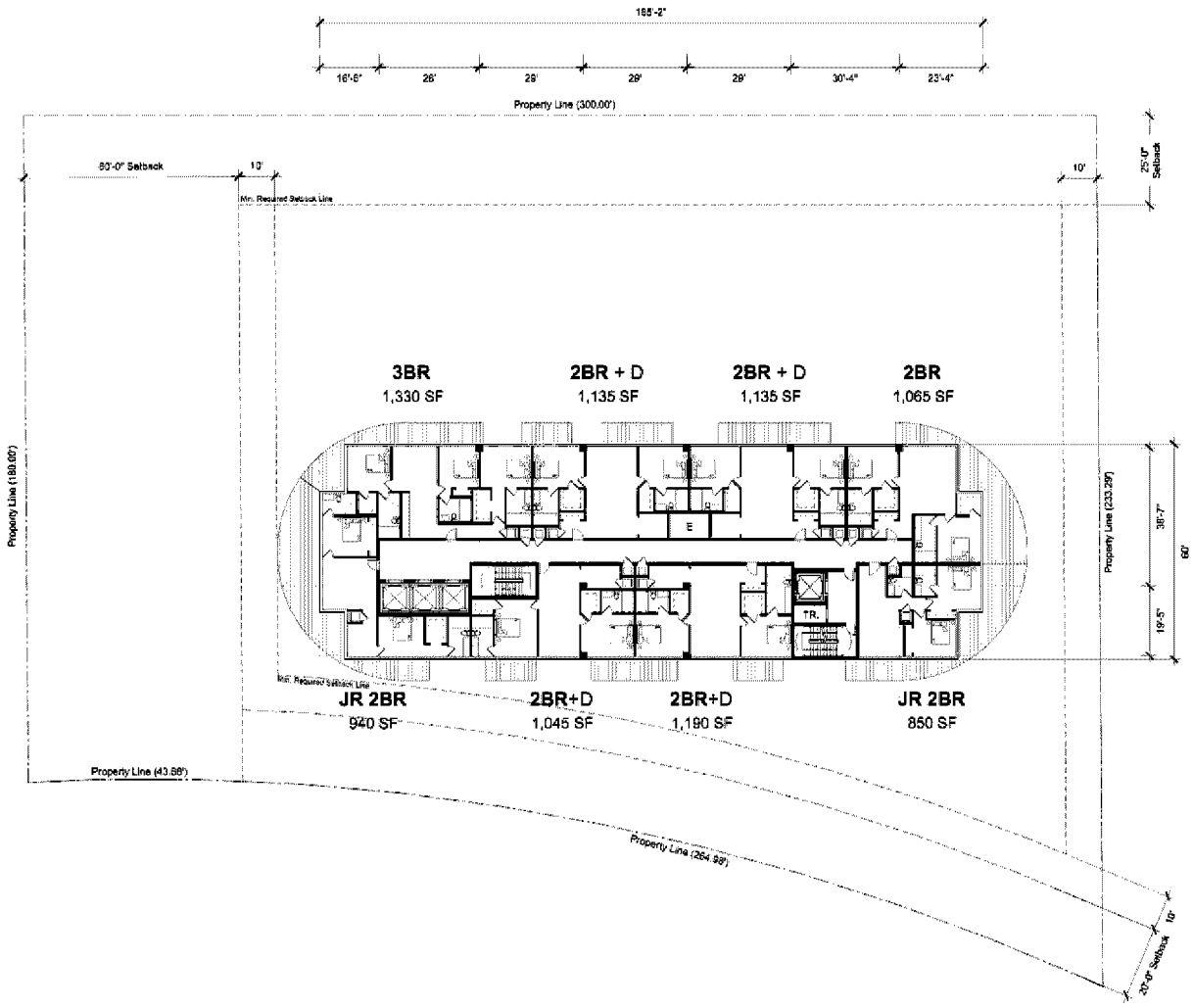
LEVELS 10-22

DATE:
01/31/2022

A1-10

CFN: 20220665928 BOOK 33310 PAGE 4286

Exhibit B
"Site Plan Application Set"



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NORTH BAY VILLAGE

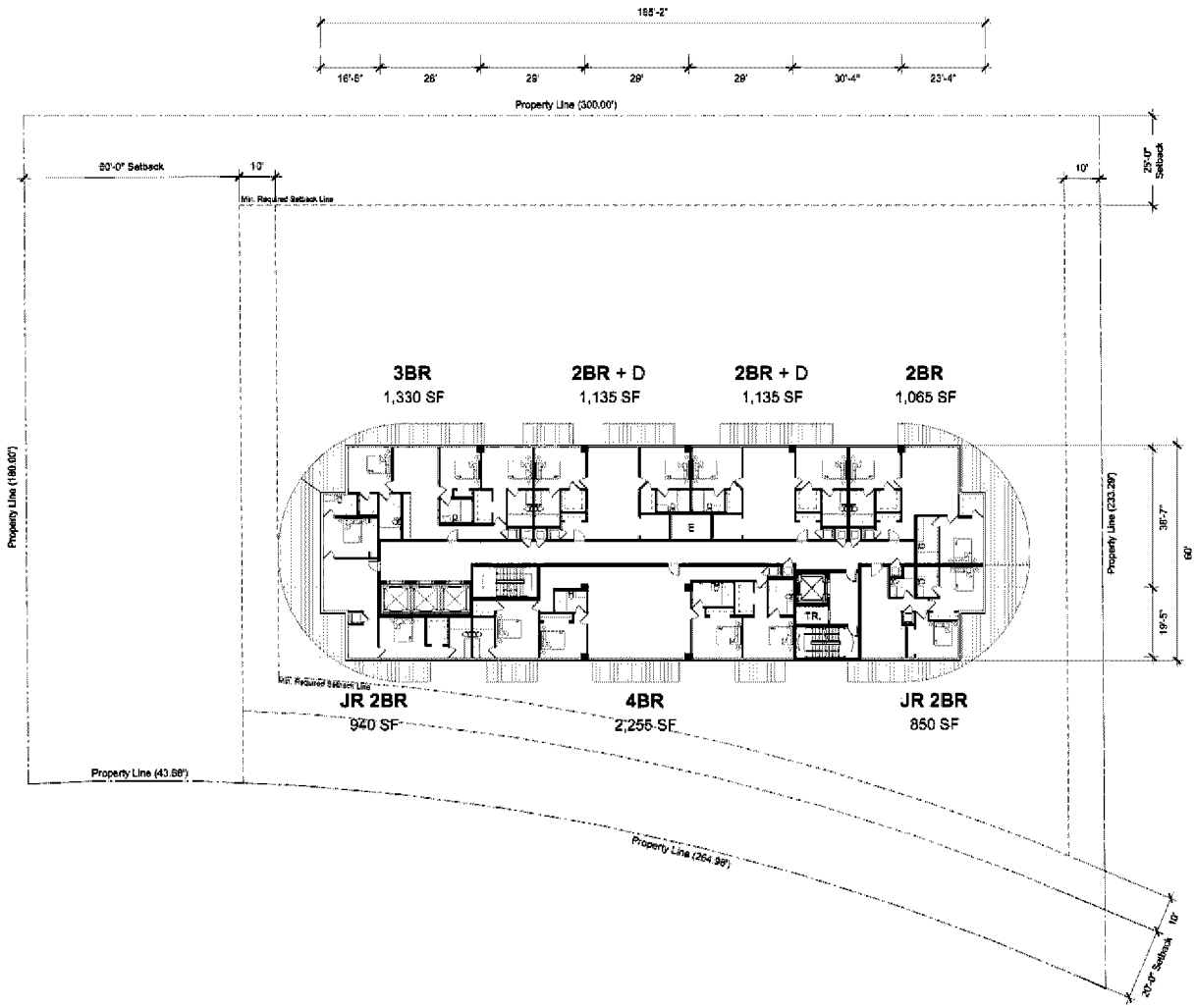
LEVELS 23-24

DATE:
01/31/2022

A1-11

CFN: 20220665928 BOOK 33310 PAGE 4287

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

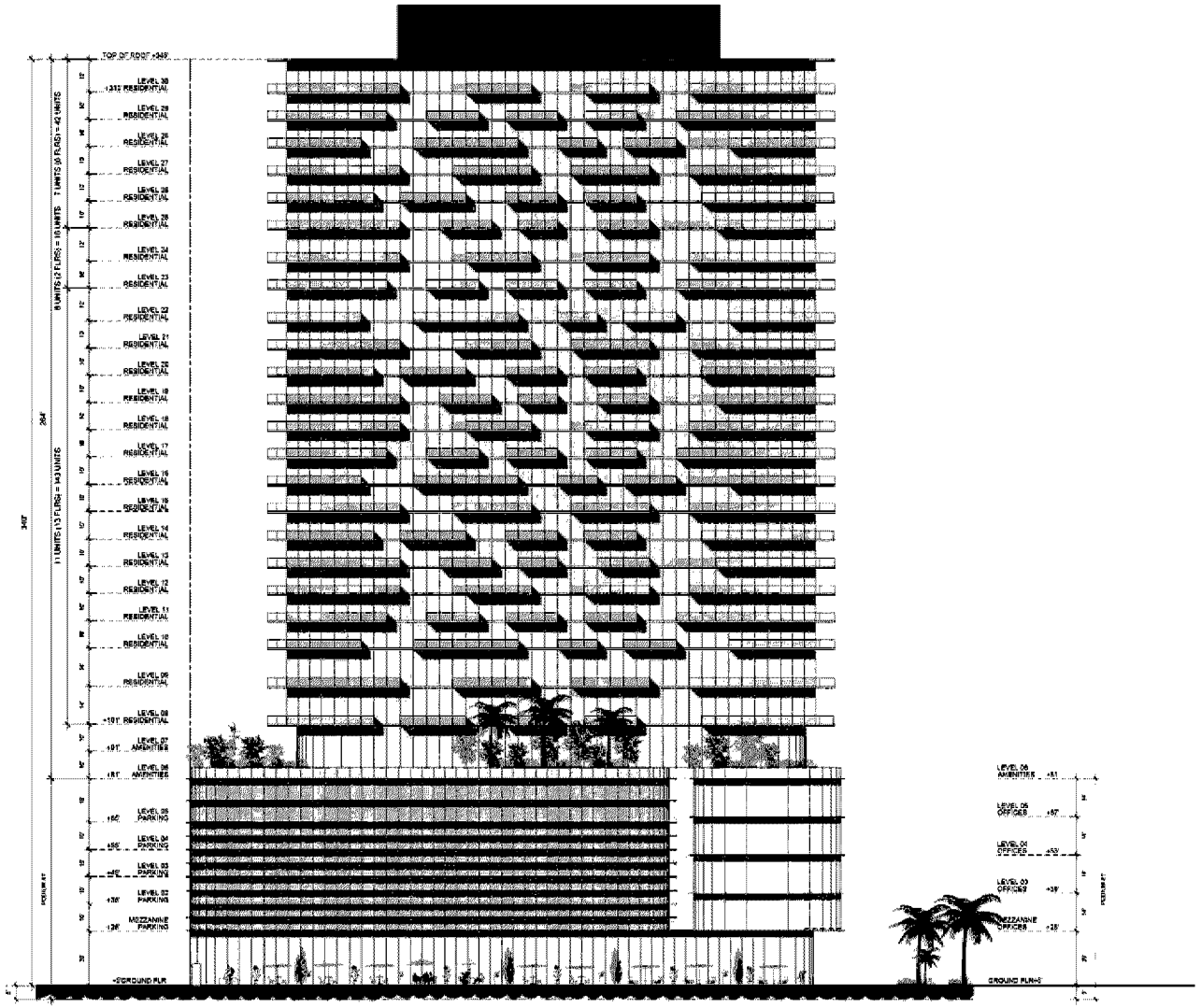
LEVELS 25-30

DATE:
01/31/2022

A1-12

CFN: 20220665928 BOOK 33310 PAGE 4288

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

NORTH ELEVATION

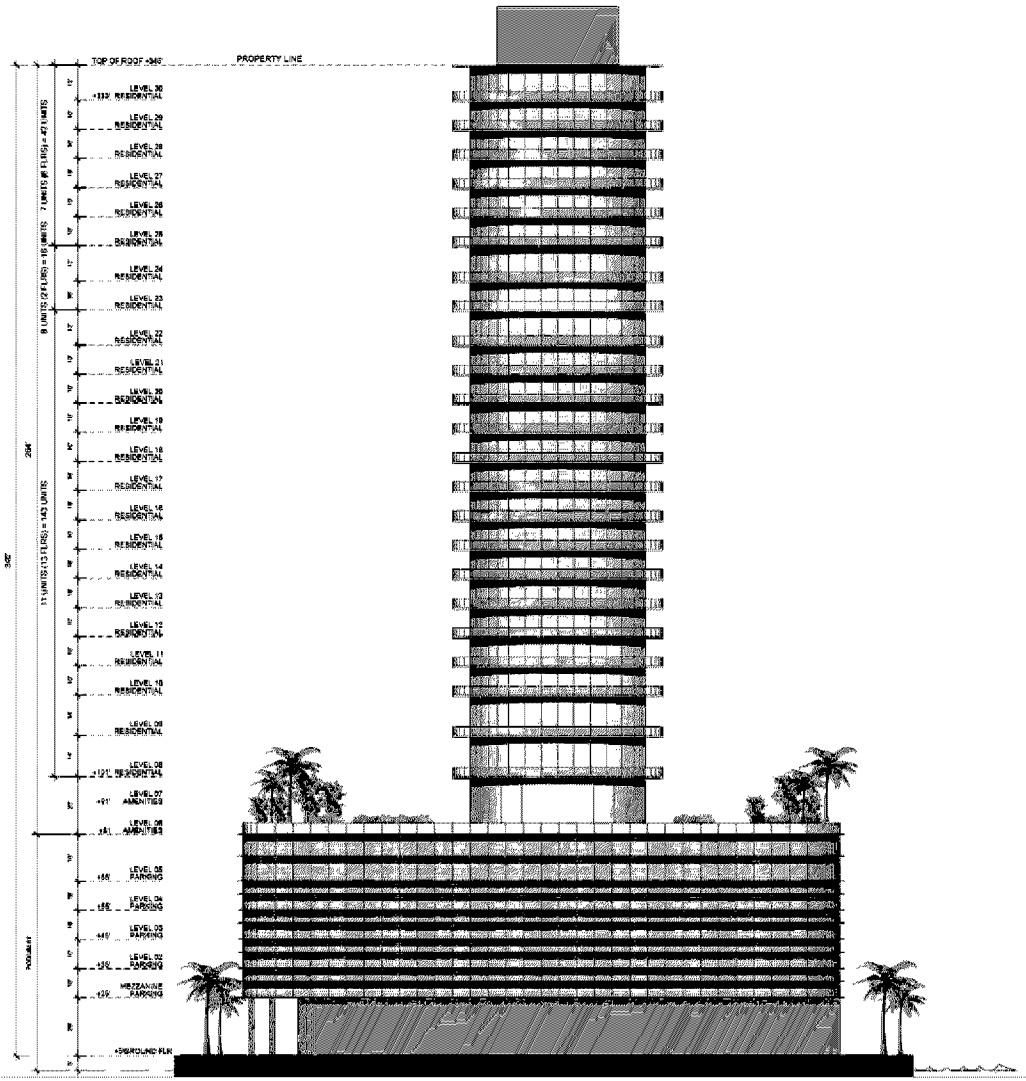
N

DATE:
01/31/2022

A2-01

CFN: 20220665928 BOOK 33310 PAGE 4289

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

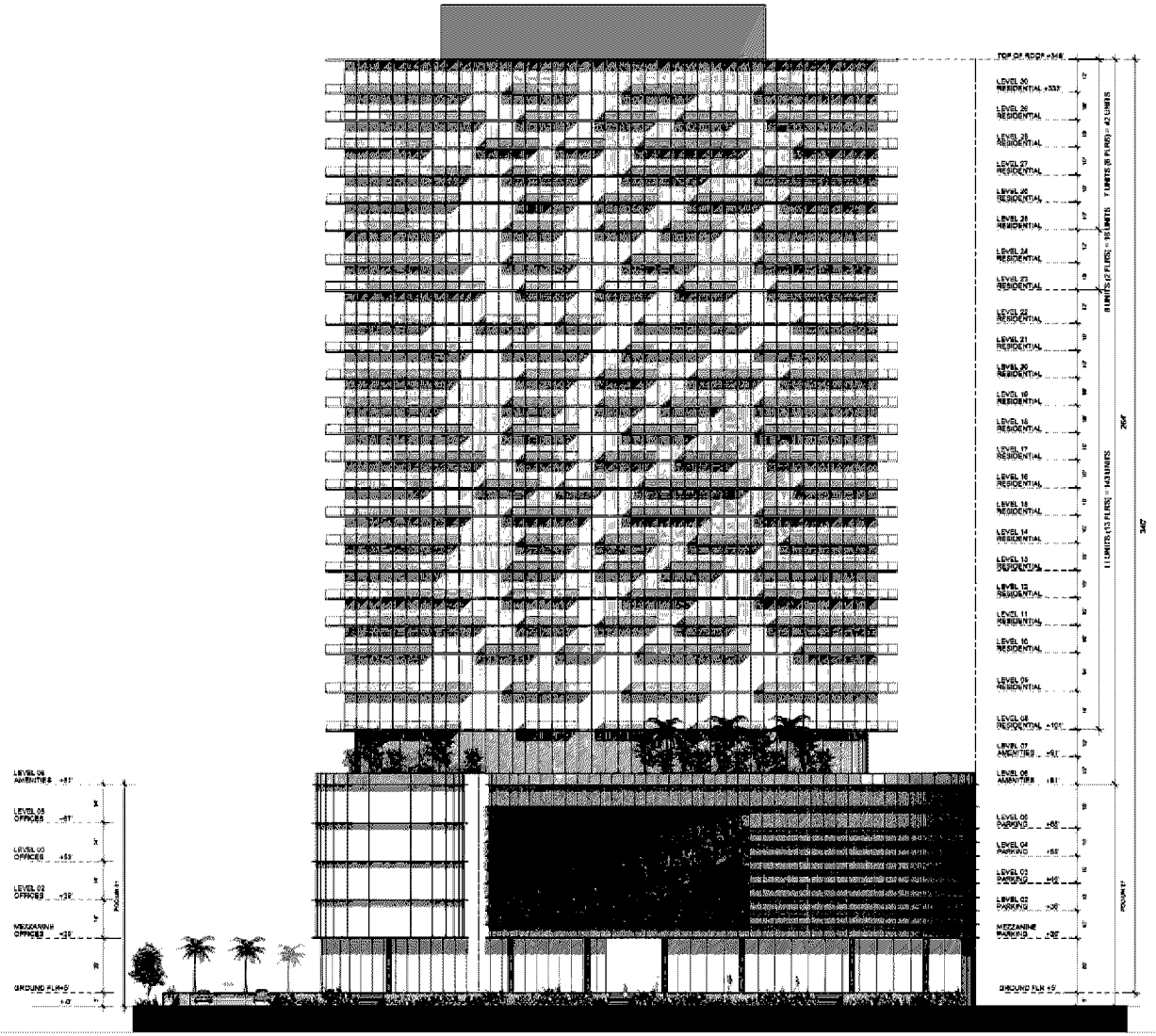
EAST ELEVATION

DATE:
01/31/2022

A2-02

CFN: 20220665928 BOOK 33310 PAGE 4290

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

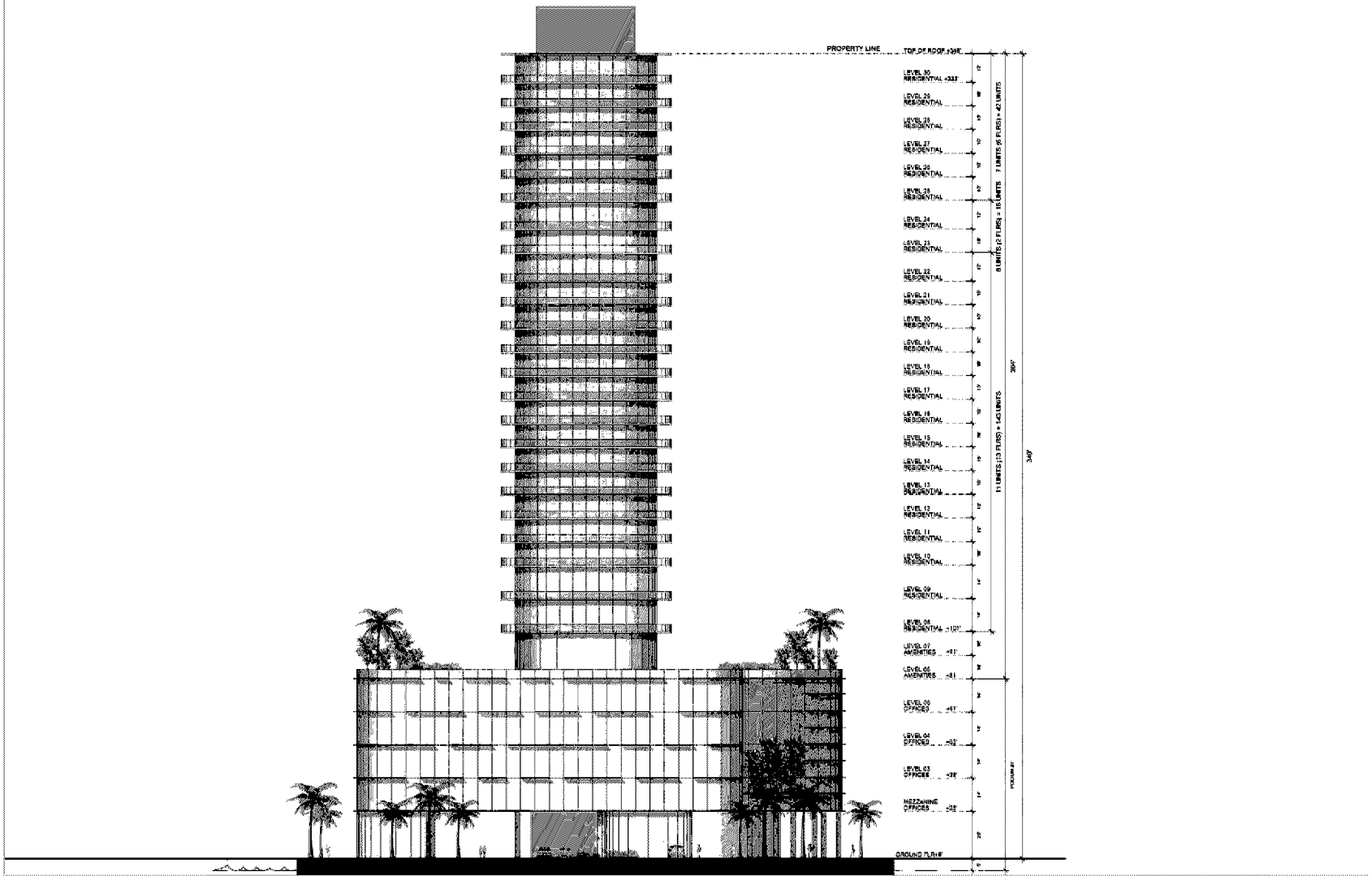
SOUTH ELEVATION

DATE:
01/31/2022

A2-03

CFN: 20220665928 BOOK 33310 PAGE 4291

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

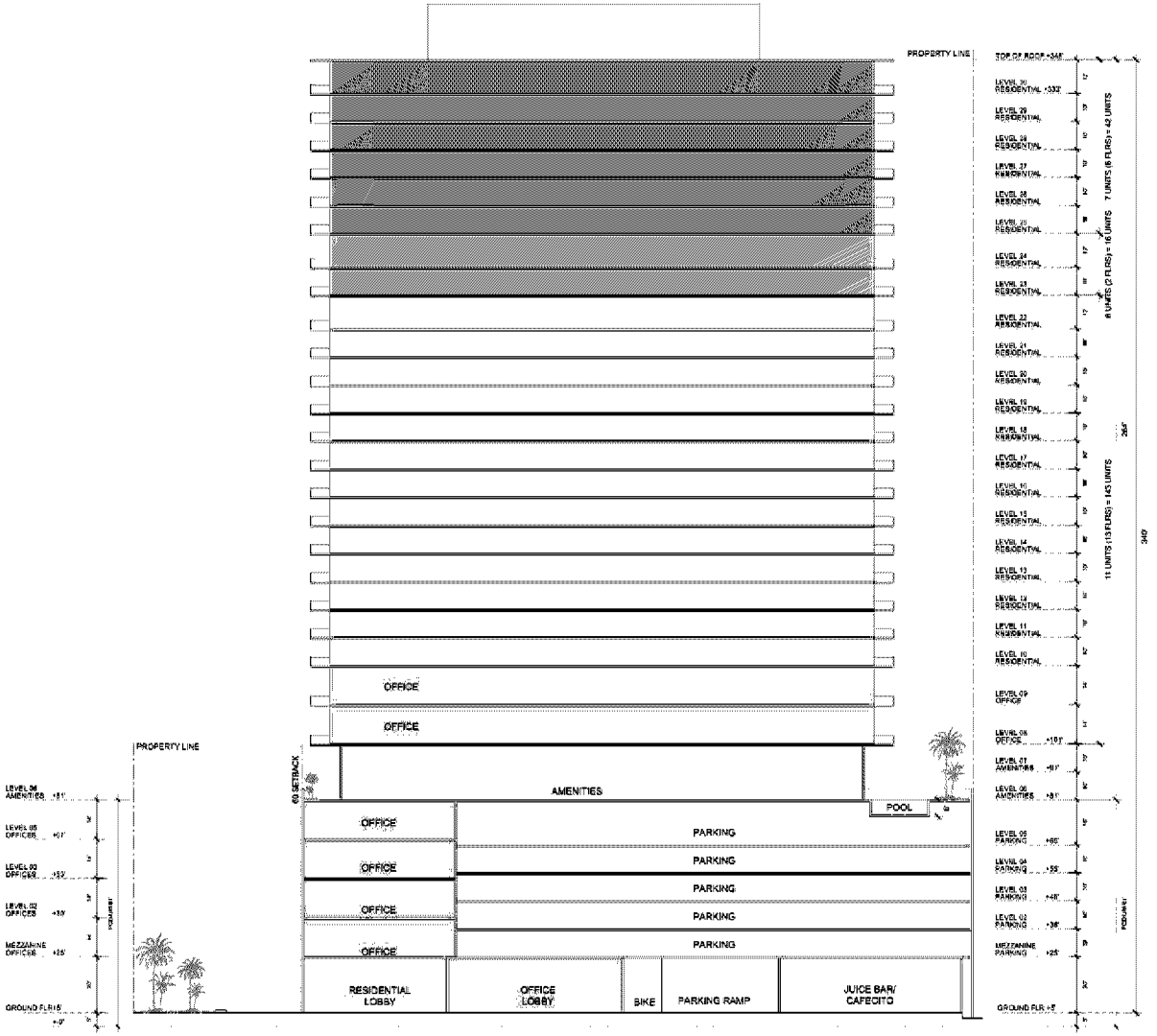
WEST ELEVATION

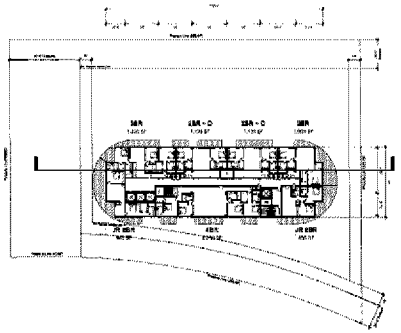
DATE:
01/31/2022

A2-04

CFN: 20220665928 BOOK 33310 PAGE 4292

Exhibit B
"Site Plan Application Set"





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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

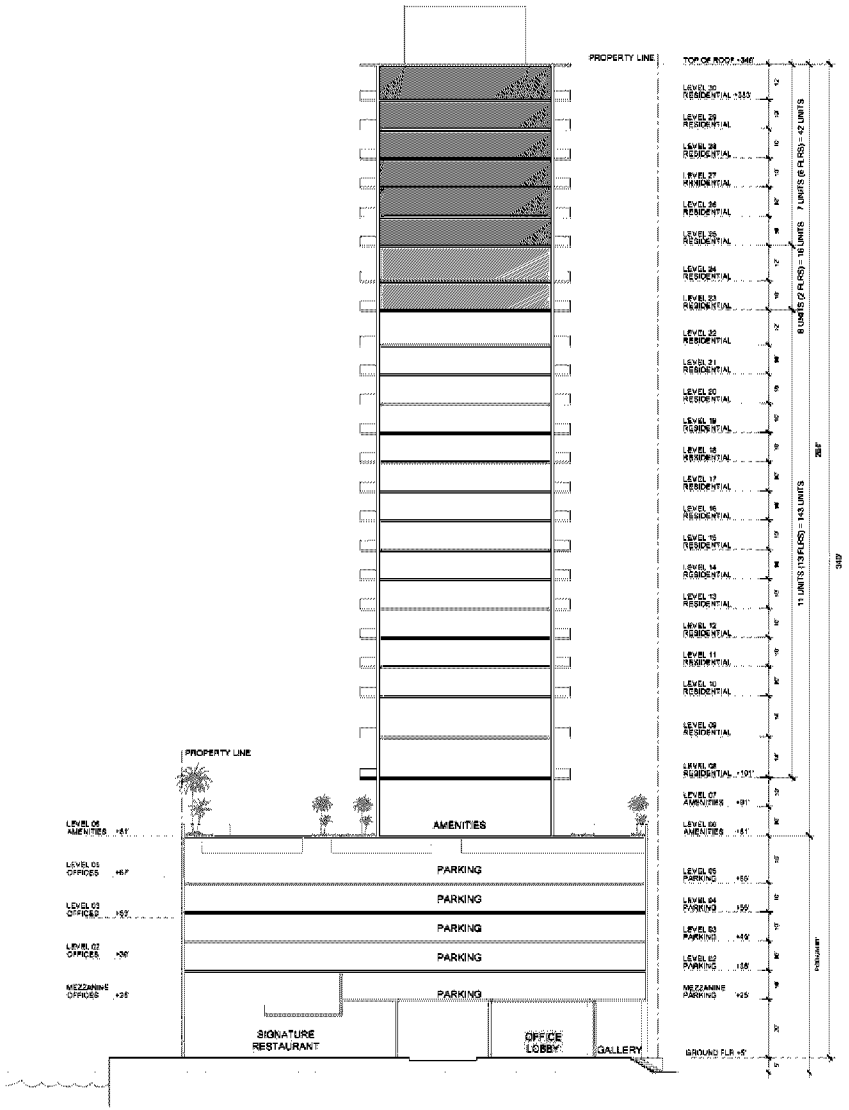
SECTION

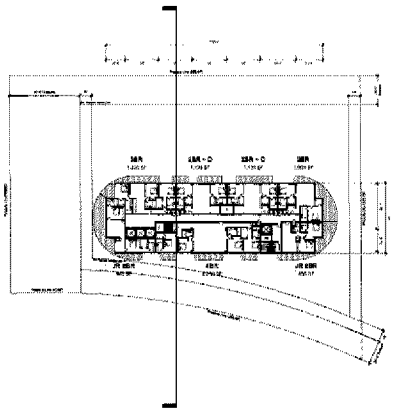
DATE:
01/31/2022

A3-01

CFN: 20220665928 BOOK 33310 PAGE 4293

Exhibit B
"Site Plan Application Set"





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NORTH BAY VILLAGE

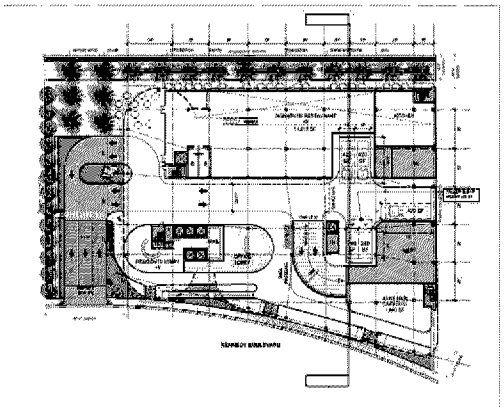
SECTION

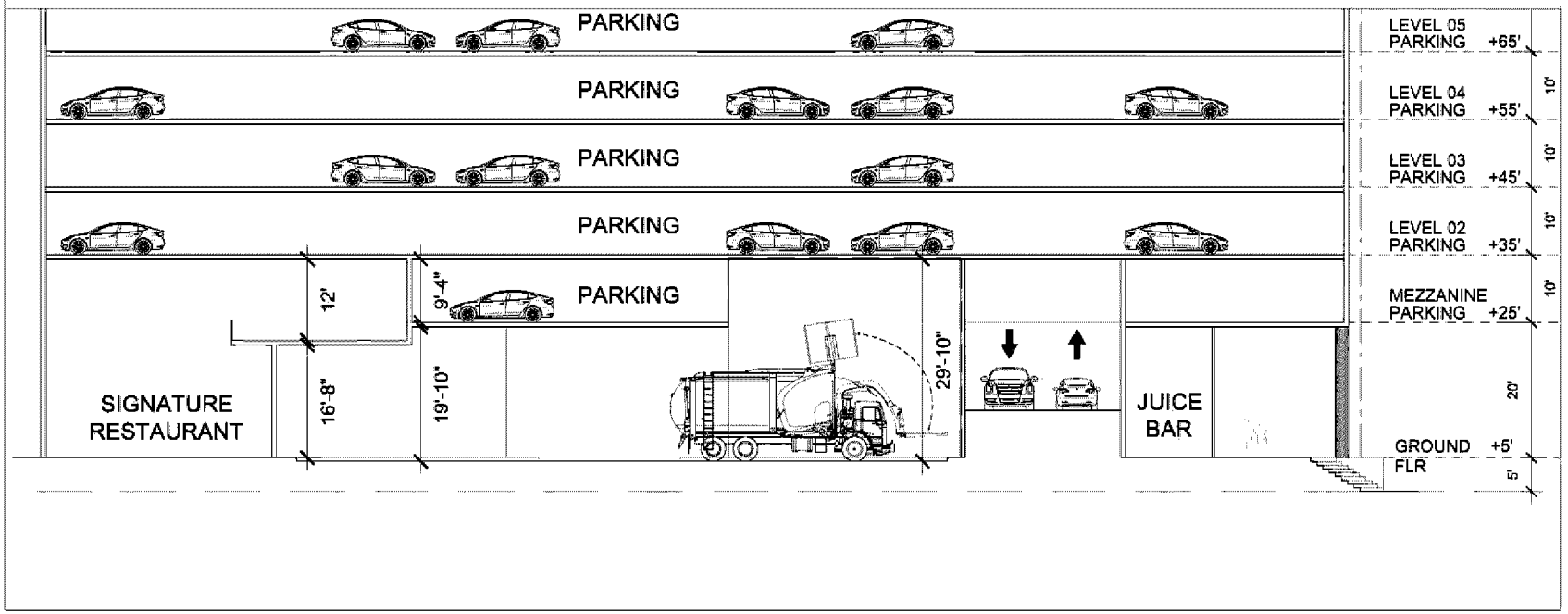
DATE:
01/31/2022

A3-02

CFN: 20220665928 BOOK 33310 PAGE 4294

Exhibit B
"Site Plan Application Set"





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NORTH BAY VILLAGE

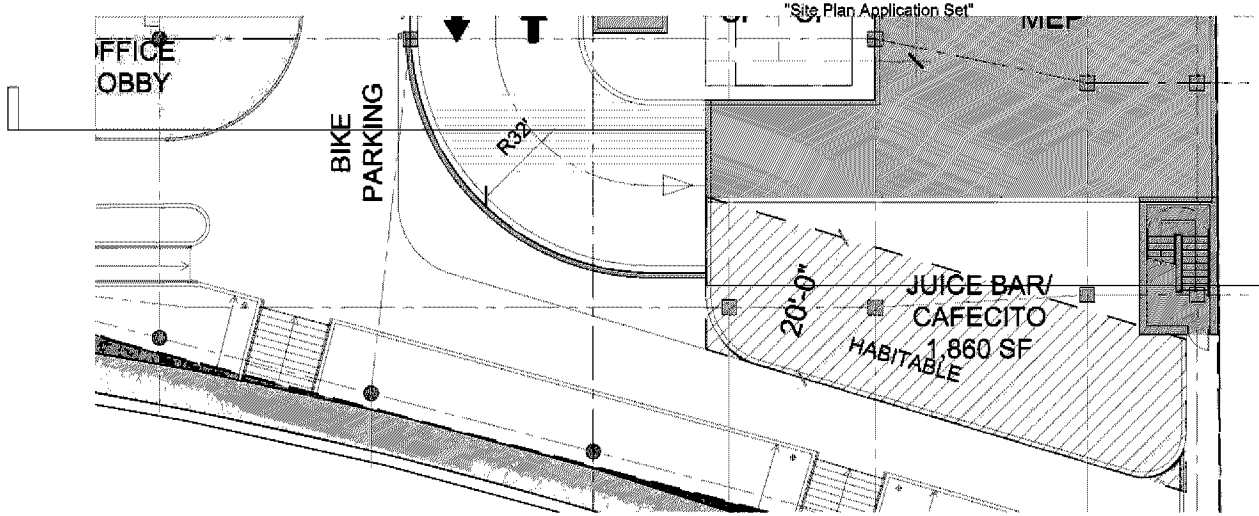
SECTION

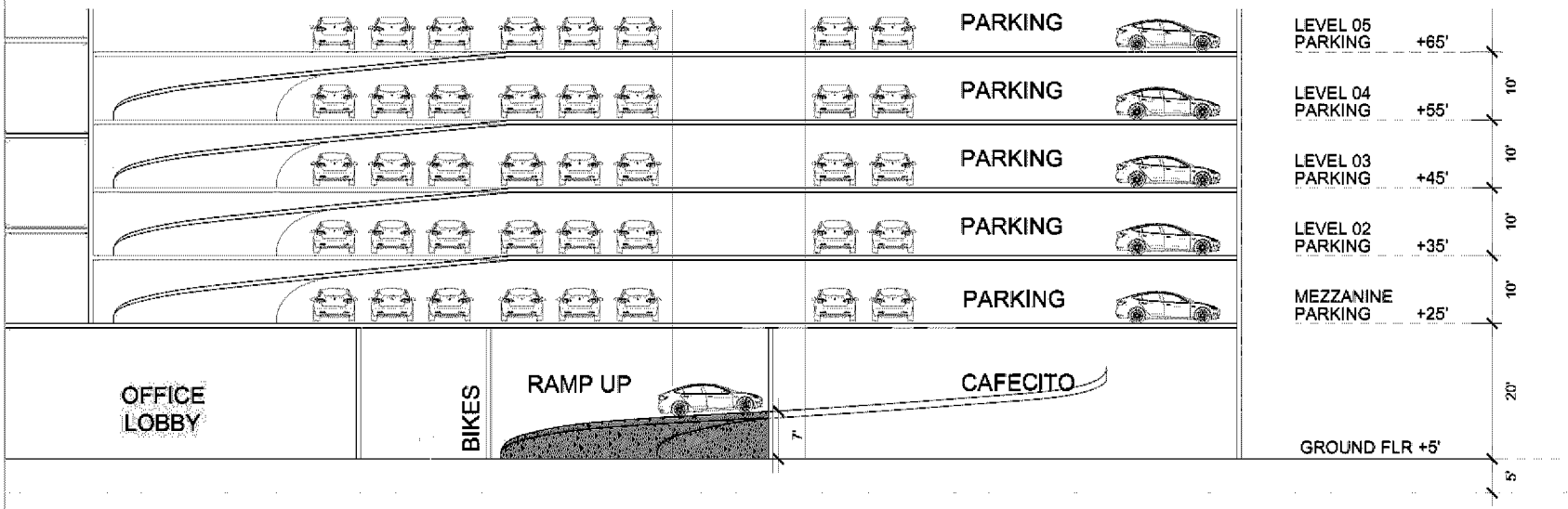
DATE:
01/31/2022

A3-03

CFN: 20220665928 BOOK 33310 PAGE 4295

Exhibit B
"Site Plan Application Set"





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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

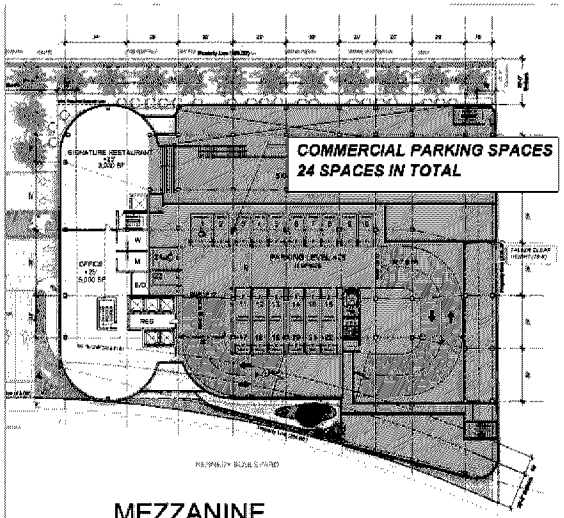
SECTION

DATE:
01/31/2022

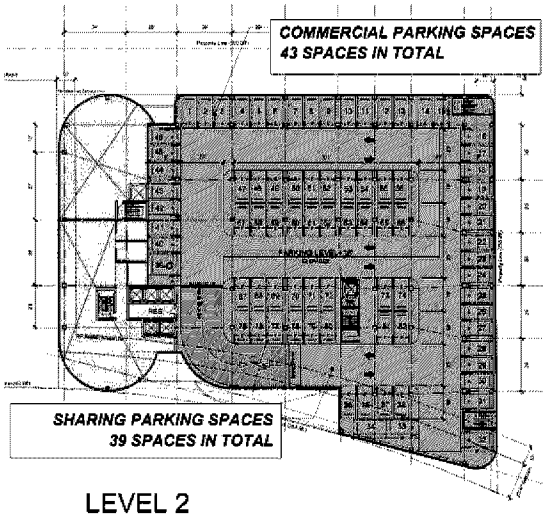
A3-04

CFN: 20220665928 BOOK 33310 PAGE 4296

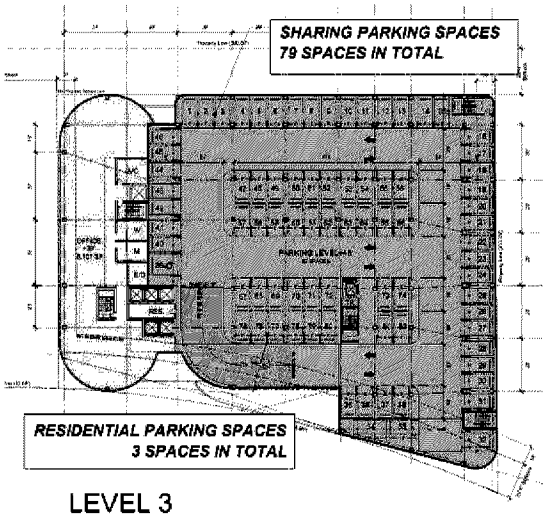
Exhibit B
"Site Plan Application Set"



MEZZANINE



LEVEL 2



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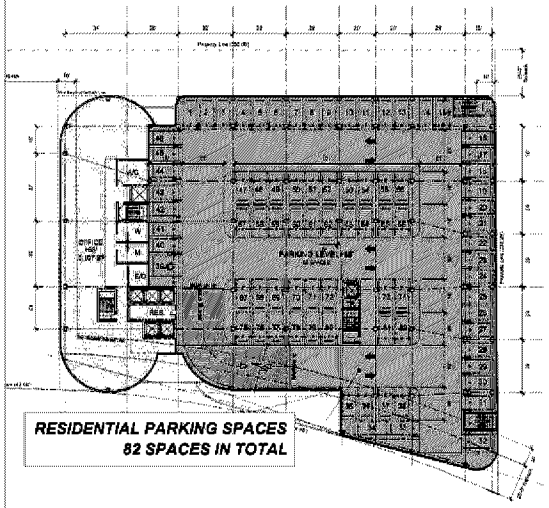
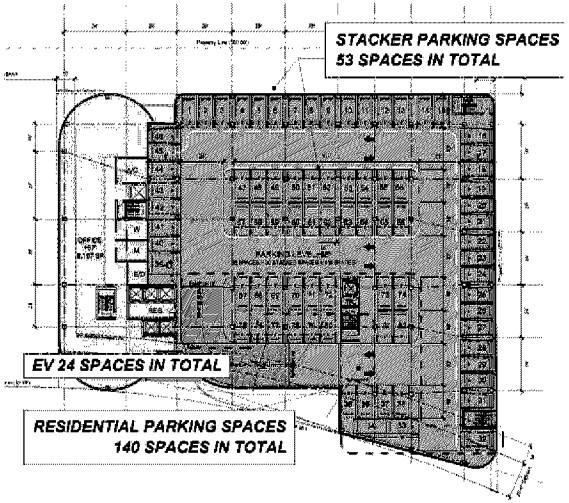


LEVEL 4



LEVEL 5

PARKING LEVELS		SPACES	ADA SPACES	EV SPACES
Level 05	Residential	140	2	24
Level 04	Residential	81	2	
Level 03	Residential Sharing	81	2	
Level 02	Sharing Commercial	82	1	
Mezzanine	Commercial	24	2	
TOTALS		**408**	**9**	**24**

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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

PARKING DIAGRAM

DATE:
01/31/2022

A4-01

CFN: 20220665928 BOOK 33310 PAGE 4297

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

RENDERING

DATE:
01/31/2022

A9-01

CFN: 20220665928 BOOK 33310 PAGE 4298

Exhibit B
"Site Plan Application Set"



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1755 JFK CAUSEWAY
NORTH BAY VILLAGE

RENDERING

DATE:
01/31/2022

A9-02

CFN: 20220665928 BOOK 33310 PAGE 4299

EXHIBIT "C"

IMPACT FEES

Function	Per ERC[1] Fee (2022)
Police - MF (2022)	$ 742.89
Police - Retail (2022)	$ 1,205.25
Police - Office (2022)	$ 483.14
Park Open Space Fee	$ 851.00
Park Improvement Fee	$ 1,041.00
Existing Wastewater Line Improvement * (2022)	$ 898.23
Wastewater Line Replacement *(2022)	$ 1,347.35
Water Impact Fee (by Meter Size) **	

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

*Restaurants 1/ERC/7 seats (220 seats estimated)

*Office 1/ERC/3,500 sf (1 ERC min)

** Number and size of meters must be provided by architect/engineer of record. Impact fees shall be as set forth in Section 51.11(D) of the Village Code and shall be calculated in accordance with the number and size of meters, once provided by Developer.

NOTE: An administrative fee of 7.5% is charged together with these fees.

CFN: 20240051703 BOOK 34059 PAGE 2387
DATE:01/19/2024 11:33:13 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RECORD AND RETURN TO:

Tony Recio, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

COVER PAGE TO DEVELOPMENT AGREEMENT BY AND BETWEEN NORTH BAY VILLAGE HOLDINGS, LLC AND NORTH BAY VILLAGE, FLORIDA

(47 PAGES)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 4th day of ~~December~~ January 2024, by and between North Bay Village Holdings, LLC, a Delaware limited liability company (the "Owner"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Owner owns the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-30 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, on January 10, 2023 (the "Commission Approval Date"), by Resolution 2023-002 (the "Approval Resolution") a copy of which is attached as Exhibit "B", the Village Mayor and Commission granted approval pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC") for a mixed-use development project consisting substantially of the following: 345 dwelling units, 273 hotel rooms, approximately 7,500 square feet of meeting space, 20,232 square feet of restaurant space and a waterfront terrace, 2,594 square feet of retail space, and 677 parking spaces, and other related improvements (the "Project"); and

WHEREAS, the Owner seeks to develop the Property; and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the ULDC.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
    a. "Approval Resolution" is defined in the third recital above.
    b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S. in effect as of the Commission Approval Date.
    c. "Site Plan" is that Development plan prepared by Kobi Karp Architecture and Interior Design, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.
    d. "Owner" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, and any successors or assigns thereof; provided however that the term "Owner" does not include future fee simple owners of any individual lot or unit within the Project.
    e. "Development" means the carrying out of any building activity, the making of

any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of Local Government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Owner or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of Local Government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" or "ULDC" means ordinances, rules, and policies in effect as of the Commission Approval Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any Local Government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a Local Government affecting the development of Land and in effect as of the Commission Approval Date. All Laws referenced in this Agreement shall refer to the Law in effect as of the Commission Approval Date.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.

n. "Project" means the development approved pursuant to the Project Approval.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. "Project Validity Period" is defined in Section 7.a.i.

q. "Property" is defined in the recitals.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, parks, and potable water.

s. "Term" is defined in Section 4.a.

t. "Warrant" means that certain administrative warrant issued on July 5, 2023, by the Village Planner in connection with the placement of chairs and tables for outdoor dining within the Island Walk easement on the Project.

3. Intent. It is the intent of the Owner and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

   a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of three (3) years (2 years plus one pre-approved extension year, subject to the provisions of section 7(a)(i)) from the Effective Date (the "Term"), provided that Owner may request a one (1) year extension, for a total term of four (4) years, subject to extensions of the Project Approval allowed by law.

   b. The expiration date of the Agreement shall be the date of the expiration of the Term (the "Expiration Date").

   c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation or challenges that materially limit the ability of the Owner to continue the development of the Project; provided that a moratorium in this sentence refers to those initiated by a Local Government.

   d. If the Project Approval (as defined below) expires as provided in Section 7.a.i. of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Owner has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan and the Land Development Regulations.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density,

heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications) and the applicable provisions of the Comprehensive Plan. The Village hereby acknowledges that the Village Commission granted the density bonus of up to 150 dwelling units per acre to the Owner pursuant to the Approval Resolution subject to the terms and conditions thereof.

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner pursuant to Section 5.9 of the ULDC):

    a. Boundary Survey prepared by J. Hernandez & Associates, dated 07/21/2022.

    b. Architectural plans prepared by Kobi Karp Architecture and Interior Design, dated 12/1/2022 and sealed on 12/19/2022 by Kobi Karp (except where otherwise indicated):

        i. Sheets A0.00: Cover Sheet

        ii. Sheet A0.01: Drawing Index

        iii. Sheet A0.02: Project Data dated, signed and sealed by Kobi Karp on 12/1/2022

        iv. Sheet A0.03: Location Map

        v. Sheet A0.04: Aerial Views

        vi. Sheet A0.05: Existing Conditions

        vii. Sheet A1.00: Unit Matrix

        viii. Sheet A1.01: FLR Diagram

        ix. Sheet A1.02: Zoning Diagrams

        x. Sheet A1.03: Principal Frontage and Door Location

        xi. Sheet A2.00: Site Plan

        xii. Sheet A3.01: Floor Plan – Level 1 (Ground Floor)

        xiii. Sheet A3.02: Floor Plan – Level 2 [Replace this with Sheet A0.02 dated, signed and sealed by Kobi Karp on 12/1/2022]

        xiv. Sheet A3.0M: Floor Plan – Mezzanine Levels dated, signed and sealed by Kobi Karp on 12/1/2022

        xv. Sheet A3.03: Floor Plan – Levels 3-5

        xvi. Sheet A3.06: Floor Plan – Level 6

        xvii. Sheet A3.07: Floor Plan – Level 7-29

        xviii. Sheet A3.30: Floor Plan – Level 30

        xix. Sheet A3.31: Floor Plan – Roof Deck

xx. Sheet A4.00: Proposed Elevation North
xxi. Sheet A4.01: Proposed Elevation South
xxii. Sheet A4.02: Proposed Elevation East
xxiii. Sheet A4.03: Proposed Elevation West
xxiv. Sheet A4.50: Rendered Elevation North
xxv. Sheet A4.51: Rendered Elevation South
xxvi. Sheet A4.52: Rendered Elevation East
xxvii. Sheet A4.53: Rendered Elevation West
xxviii. Sheet A5.00: Building Section A
xxix. Sheet A5.01: Building Section B
xxx. Sheet A5.02: Front Site Sections
xxxi. Sheet A5.03: Waterfront Site Sections
xxxii. Sheet A6.00: Rendering
xxxiii. Sheet A6.01: Rendering
xxxiv. Sheet A6.02: Rendering
xxxv. Sheet A6.03: Rendering
xxxvi. Sheet A6.04: Rendering
xxxvii. Sheet A6.05: Rendering
xxxviii. Sheet A6.06: Rendering
xxxix. Sheet A6.07: Rendering
xl. Sheet A6.08: Rendering
xli. Sheet A6.09: Rendering
xlii. Sheet A6.10: Rendering
xliii. Sheet A6.11: Rendering

c. Landscape Plans prepared by Architectural Alliance Landscape, dated 12-1-2022, resubmittal dated 12/19/22 and sealed by Hugh F. Johnson:
   i. Sheet L-100: Paving Plan (Key Map)
   ii. Sheet L-101: Paving Plan (NE section)
   iii. Sheet L-102: Paving Plan (SE section)
   iv. Sheet L-103: Paving Plan (NW section
   v. Sheet L-104: Paving Plan (SW section)
   vi. Sheet L-105: Site Furnishings Cut-Sheet

vii. Sheet L-106: Site Furnishings Cut-Sheets

viii. Sheet L-200: Landscape Plan (Key Map)

ix. Sheet L-201: Landscape Plan (NE Section)

x. Sheet L-202: Landscape Plan (SE Section)

xi. Sheet L-203: Landscape Plan (SW Section)

xii. Sheet L-204: Landscape Plan (NW Section)

xiii. Sheet L-205: Amenity Level Landscape Plan (NE Section)

xiv. Sheet L-206: Amenity Level Landscape Plan (SE Section)

xv. Sheet L-207: Amenity Level Landscape Plan (SW Section)

xvi. Sheet L-208: Amenity Level Landscape Plan (NW Section)

xvii. Sheet L-209: Roof Level Landscape Plan

xviii. Sheet L-210: Landscape Notes and Details

xix. Sheet L-220: Tree Disposition Plan

d. Level of Service (LOS) Analysis/Development Impact Analysis prepared by Ross Engineering (undated)

e. Traffic Impact Analysis prepared by NV5, dated December 1, 2022.

7. Conditions of Approval.

a. *General conditions*

i. The Project Approval shall be valid for two (2) years plus one (1) year as a pre-approved extension, for a total term of three (3) years, commencing on the Effective Date, within which time the Owner must obtain the Master Building Permit. No more than one (1) additional one-year extension may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial three-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Owner desires to request an extension of the Project Validity Period under Sections 5.10, 8.15 and 15.2.H. of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

ii. Owner's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.

iii. Once issued, Owner shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.

iv. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.

v. Prior to issuance of the Master Building Permit, Owner shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

vi. Owner shall comply with all Site Plan comments, requirements, and conditions contained in this Agreement and the Approval Resolution.

b. *Workforce Housing, Density Bonus and Community Contribution Fee*

i. A minimum of five percent (5%) of the total proposed units shall be reserved and provided as non-subsidized workforce housing units as defined in Section 15.2.1, Workforce Housing Program Administration, of the ULDC, as such section of the ULDC existed prior to the adoption of Ordinance No. 2022-013.

ii. The Owner shall pay a total community contribution fee of $2,185,000.00[2] pursuant to Village Commission Resolution No. 2021-010, as follows:

Installment	When Due	Percent of Total	Amount Due
1	Within 90 days of Effective Date	25%	$546,250.00
2	On or before Issuance of First Building Permit related to the	75%	$1,638,750.00

	Project[1]		
Total		100%	$2,185,000.00

[1] Includes any site improvement permit such as for site excavation, clearing, foundation, or structure.

[2] Notwithstanding anything to the contrary contained in the Agreement, the community contribution fee is subject to decrease in the event that the unit count for the Project decreases.

iii. The Village hereby acknowledges that the Village Commission granted the density bonus of up to 150 dwelling units per acre to the Owner pursuant to the Approval Resolution, with such grant subject to the terms and conditions set forth in the Approval Resolution and this Development Agreement.

c. *Landscape and Public Realm*

i. The Owner shall comply with the provisions and conditions set by the Miami-Dade County Shoreline Development Review Committee, as reflected in Resolution No. 22-SDRC-009 (the "SDRC Resolution"), attached as Exhibit "C", including the following conditions, but shall not be required to comply with conditions 3 and 4 of the SDRC Resolution or with any other aspects of the SDRC Resolution inconsistent with this Agreement. The modified requirements are as follows:

1. Covenant for an 18-foot-wide Island Walk (subject to outdoor dining approvals pursuant to the Warrant) as a public easement proffered to North Bay Village in perpetuity for a dedicated shore walk promenade pursuant to Section 15.3.A.2.g(2)(b) of the ULDC (the "Island Walk Easement").

2. In accordance with the SDRC Resolution, Owner has added to the Site Plan two (2) additional light fixtures along the 5' wide pedestrian path proposed on the west side of the property.

3. Suspended paving around the large canopy trees in the south passive zone.

4. Substitute sea tolerant species along the passive zone such as Green Buttonwood trees for the proposed Gumbo Limbo trees.

5. Explore the feasibility of providing a pedestrian path along the east side of the property (within the east setback).

ii. The Owner shall add a green wall to the portion of the parking structure as shown on sheets A4.00-A4.53 of the Site Plan submitted to the Village Commission.

iii. Green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.

iv. The species for each existing tree/palm shall be provided in the Site Plan.

v. The Owner's landscape plans shall demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This may require a suspended pavement system below the walk or an equivalent alternative.

vi. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided in the Site Plan as per requirements of Section 15.3.A.2.g.(2) Design Standards for Island Walk of the ULDC.

vii. The Island Walk Easement shall be recorded prior to the issuance of a Certificate of Occupancy in the public records of Miami-Dade County, Florida by the Village at the Owner's expense.

viii. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan subject to the terms of the Warrant. The Island Walk Easement shall at all times maintain a minimum six-(6)-foot wide unobstructed walking path (the "Walking Path"). The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight, except that where an abutting commercial establishment closes later the closing time of the Walking Path should extend commensurate with the abutting commercial establishment's closing hours ("Permitted Times"). The Island Walk Easement (subject to the terms of the Warrant for outdoor dining) will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.

ix. Except where, and only to the extent that, the plans and terms of the Warrant for outdoor seating provide otherwise, no outdoor dining furnishings shall be placed at any time within the Island Walk's Safety Zone (as set forth in Section 15.3.A.2.g.(2)(c)i. of the ULDC) from the eastern edge of the portion of the Shuckers restaurant seating that extends north of the sea wall to the eastern property line (where another restaurant is to be located all as depicted on Exhibit "D" hereto). Notwithstanding anything to the contrary contained in the Warrant and/or the ULDC, the Village hereby agrees that the time period to obtain a building permit or Certificate of Use for the outdoor dining area shall be the same as the time period for Owner to obtain a Master Building Permit for the Project as set forth in this Agreement.

x. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "E" and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

xi. In the event the Owner constructs a wall along the property line that is

visible to any public pedestrian access to the Island Walk, the Owner shall improve the appearance of the wall to avoid a blank wall, either through (at Owner's choice) having the wall painted with a mural consistent with other public art approved by the Village or by erecting and maintaining a landscape treatment on the wall.

xii. Owner shall remove the proposed Sabal and Coconut palms indicated in the Site Plan from areas of pedestrian traffic and replace these in the landscape plan with shade trees selected from the Island Walk Design Criteria's list.

xiii. In connection with the Island Walk Easement area (the "Easement Area") including but not limited to its status as a publicly accessible space on the Property, the Village appoints Owner as its agent and Owner agrees to act for the Village concerning all aspects of constructing, maintaining, opening and allowing access to the Easement Area to the public for pedestrian and passive recreation activities ("Public Activities"). The Village shall have control over the actions of the Owner regarding the Easement Area, including but not limited as to the following: maintenance, hours of public access, rules for public use, security, lighting, color of the surface, dimensions of Easement Area, and Public Activities in the Easement Area which are necessary or desirable to prepare for and execute the activities contemplated by the Island Walk Easement. Owner shall, therefore, be deemed a state agency or subdivision pursuant to section 768.28(2), Fla. Stat. entitled to all rights, privileges, and/or immunities of a state agency or subdivision as defined in Section 768.28, Florida Statutes, including but not limited to the protections of sovereign immunity. Notwithstanding anything to the contrary herein, any potential liability of the Owner, and its defense of any such claim and its associated costs (including but not limited to attorneys' fees, judgments, and court costs), shall be wholly independent of the Village, and nothing herein shall be construed as imposing an obligation on the Village to indemnify or defend the Owner in any action. The easement instrument to be executed between the Village and Owner shall contain language substantially in accordance with this paragraph. Owner shall have the right (without Village approval) of transferring title to the land subject to the easement to a wholly owned subsidiary of Owner before execution of the easement (and, in such case, the easement grantor shall be such wholly owned subsidiary). Nothing herein is intended nor shall it be construed to establish an employment relationship.

xiv. The ability to place chairs and tables for outdoor dining within specified sections of the Island Walk Easement shall be subject to the Warrant.

d. *Infrastructure/Drainage*

i. The Owner shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

ii. Prior to issuance of the Master Building Permit, the Owner shall obtain, and submit to the Village, all required plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit, if applicable.

iii. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

iv. Along with drainage calculations, prior to Master Building Permit approval, the Owner shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the engineer of record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

v. As necessary to serve the Project, the Owner shall commit to install an onsite lift station onsite and related force main connections pending the Village's completion of improvements to bring the sewer system into compliance.

vi. To the extent the Property's area allows under generally accepted engineering standards, Owner shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

e. *Traffic/Circulation/Parking*

i. As a condition of issuance of the master building permit, the Owner shall submit verification from the Florida Department of Transportation (FDOT) that the proposed Project has been reviewed and approved for all access management consideration.

ii. As a condition of issuance of the master building permit, the Owner shall update (as necessary), validate, and resubmit the Valet Queuing Calculations and Assumptions to the Village for review and approval.

iii. Owner shall provide no less than the minimum number of valet runners required to accommodate demand during the hotel's PM peak hours (estimated as of the Effective Date to be six (6) attendants, subject to updating the number per condition No. 7.e.ii. above).

iv. The following traffic operation mitigation improvements shall be completed prior to the issuance of a Certificate of Occupancy for any portion of the Project; provided however that such improvements shall be deleted or modified if FDOT does not approve or modifies such improvements.

1. 79th St. Causeway (SR 934) & Hispanola Avenue
    a. Reduce cycle length from 150 seconds to 120 seconds
2. 79th St. Causeway & 1800 Block/Site Driveway 1
    a. Reduce cycle length from 150 seconds to 120 seconds
    b. Add eastbound left protected permitted phasing
    c. Extend eastbound left storage bay to 125 feet
3. 79th St. Causeway & E Treasure Drive
    a. Reduce cycle length from 150 seconds to 120 seconds
    b. Remove northbound and southbound split phasing

v. The Owner shall continue to work with FDOT to identify necessary roadway improvements, with the Owner paying its fair share, to mitigate queueing impacts to through-travel lanes caused by the Project beyond provided storage bays along 79th St. Causeway and which involve turn lanes addressed in the Owner's traffic report previously submitted to the Village.

vi. The Owner shall provide a signing and pavement marking plan including callouts labels for the traffic control devices.

vii. The Owner shall provide an auto-turn exhibit for emergency vehicles, deliveries, and solid waste pick-up trucks to ensure proper site circulation and adequate maneuverability.

viii. Plans provided for building permit shall include a maneuverability analysis for service vehicles entering and leaving the Property.

ix. Owner shall consider providing a back-out area for the two parking stalls at the northwest corner of the parking drive aisles for all parking levels.

x. Owner shall ensure that delivery and garbage truck operating times do not overlap with the project peak hour traffic.

xi. The design of the parking structure shall follow standards of Section 9.3 of the ULDC.

xii. Vehicular traffic in the view corridor as shown on Exhibit "F" shall be limited to using no more than fifty percent (50%) of the area of the corridor. Parking shall be precluded and standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.

f. *Public Facilities*

i. Complete Streets – 79th Street Causeway. Prior to issuance of the CO, Owner shall improve the portion of 79th Street Causeway adjacent to the Property (the "Road Improvements") in accordance with the Village

Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."

ii. Park Improvements. Within one year of the Effective Date of this Agreement, Owner shall pay to the Village the sum of $974,000 as a contribution ("Public Contribution") toward Public Facilities and operations to be applied in the sole discretion of the Village. Notwithstanding anything to the contrary, in the event of any modifications to the Project Approval that do not require Commission approval, the amount of the Public Contribution shall not increase nor shall Owner be responsible to provide any other community benefits. Nothing herein shall be construed to limit or prohibit the Village's inclusion of design or operational conditions on any modification to the Project Approval.

g. *Other*

i. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.C.4. of the ULDC.

ii. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.

iii. All signage shall comply with the restrictions of Section 15.6.E.

iv. Branding. Where Owner includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".

v. Local Hiring.

1. Construction. The Owner shall contain language in its agreements with Project contractors and subcontractors that such contractors and subcontractors should use commercially reasonable efforts to promote employment opportunities for local residents and try to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

2. Operations. The Owner shall contain language in its leases with Project commercial tenants that such tenants shall use commercially reasonable efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

vi. Intentionally omitted.

vii. Prior to the issuance of a building permit, the Owner shall submit to the Planning and Zoning Official a temporary construction plan that includes a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site; these plans shall be subject to approval by the Village Manager and shall be enforced during construction activity. All construction activity shall remain in full compliance with the provisions of the submitted construction plan. A failure to comply with the construction plan may lead to suspension of the building permit(s).

h. *Prior to issuance of a Certificate of Occupancy*

i. The Owner shall submit documentation demonstrating compliance with the Workforce Housing Provisions of the Village Code and Section 9 of this Agreement. Such documentation will become the basis for a Workforce Housing Density Bonus Agreement, which the Owner will enter into with the Village prior to the issuance of a certificate of occupancy, and which shall set forth the commitments and obligations of the Owner to ensure compliance with the applicable regulations.

ii. The Owner shall execute all documents deemed reasonably necessary by the Village regarding the provision of workforce housing units in a form to be reasonably established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for the sale or lease of workforce housing units.

iii. Before the sale or lease of any workforce unit, the Owner shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.

iv. Owner shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Except as otherwise provided in this Agreement, material non-compliance with any of the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 16.

8. Temporary Water and Sewer Moratorium; Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hispanola Pump Station (No. 23-0003) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources Management, or support Owner's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.

9. Workforce Housing.

    a. Owner shall enter into and record in the public records a Workforce Housing agreement implementing the terms of the ULDC and this Agreement.

    b. The Owner, at its sole discretion, shall be permitted to sell the Project's Workforce Housing Units to qualified households pursuant to the regulations included in the Miami-Dade County Code of Ordinances and Miami-Dade County Implementing Order 3-60. Should Owner elect to sell the workforce housing units, Owner and Village shall negotiate a maintenance fee and home owner association fee mechanism for workforce housing unit owners to be further negotiated and defined within the required Workforce Housing Agreement.

    c. Should the Village Commission enact legislation allowing for alternative workforce housing programs after the Commission Approval Date of this Agreement, Owner shall have the option to participate in such programs to satisfy its Workforce Housing requirement.

10. Seawall and Island Walk Grants. The Owner shall obtain appropriate permits for its Project seawall in accordance with all applicable legal requirements prior to the issuance of the master building permit for the Project. It will be within the discretion of Owner, within its sole and absolute discretion, as to whether to seek grant funds.

    a. *Grant 1: Florida Department of Environmental Protection Coastal Resiliency Program Grant.* The Village has been awarded a $3 Million grant from the Department of Environmental Protection to be used for design, permitting and construction of seawalls throughout its jurisdiction, of which $810,000 is available to fund sea wall design, permitting and construction for the Project. Owner and Village agree to enter into a standard agreement regarding the disbursement of the funds, which will be disbursed to Owner on a reimbursement basis.

        i. *Restrictions.* In order to obtain the grant funds, Owner shall be required to hire the seawall contractors and consultants selected by the Village in accordance with the procurement laws applicable to the Village under its code and state statutes. To the extent that seawall design and/or construction is performed by contractors or consultants not selected by the Village, then Owner shall not be entitled to receive grant funds as to that portion of the design or construction, as applicable. Owner shall advance all costs associated with the design and permitting process pending the Village's receipt of reimbursement funds. Upon receipt of

reimbursement funds, Village shall provide them to the Owner within 14 days.

ii. *Administrative expenses.* If the Project receives seawall grant funding, Owner shall reimburse the Village for reasonable administrative expenses incurred in implementing the grant funding process for the Project, including without limitation grant-writing, grant administration and oversight, and legal fees; provided that the amount of reimbursement of such expenses shall be hourly and shall not exceed 8% of the total amount of the grant funds. The Village shall provide relevant backup documentation for all costs incurred.

iii. *Ladder.* The seawall shall include a ladder to enable persons to climb from the water in the event of a pedestrian falling into the bay.

iv. *Easement.* Prior to the Village being able to administer grant funding to the Project, the Owner shall enter into the Island Walk Easement with the Village in a form mutually agreed upon by the Parties and consistent with the ULDC regarding such Island Walk Easement.

b. *Grant 2 (Design/Permitting) and Grant 3 (Construction): Florida Inland Navigation District Program.* The Village has agreed to apply for a grant specifically applicable to design and permitting of the Project seawall and Island Walk and for a subsequent one for construction of these same amenities. The amount of the grant shall be for up to half the total costs of design, permitting, and construction of the amenities, as determined by the Owner, and shall be in addition to Grant 1 above. The administrative provisions of these Grants follow the same requirements as those of Grant 1. Standard Grant disbursement agreements shall be prepared by the Village.

11. Timing. Notwithstanding anything in this Agreement to the contrary, the Owner shall:

a. Submit a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement; and

b. Obtain the full Master Building Permit within three (3) years of the Effective Date of this Agreement, unless the sewer moratorium (the "Moratorium") the Village is currently subject to has not been lifted by that date, in which case the Project shall receive a Master Building Permit within thirty (30) days of the lifting of the Moratorium.

The time periods included in this section are subject to a one-time one year extension at the sole discretion of the Village Commission after finding that the Owner has been pursuing the Building Permit in good faith.

12. Local Development Permits.

a. To the extent required by Law, the Owner may need to apply to the Village for certain additional development permits in order for the Owner to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits may

include, but are not limited to:

i. Subdivision plat and/or waiver of plat approvals, if applicable;

ii. Water, sewer, paving and drainage, and other infrastructure permits;

iii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

iv. Building permits;

v. Certificates of occupancy; and

vi. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

b. Owner may apply for and obtain certain administrative approvals regarding the Project such as waivers, warrants, or any other administrative approvals allowed by law. To the extent any such approvals meet the criteria for administrative approval, a waiver for an increase to the floorplate, changes to unit sizes, the Owner's decision to change from rental units to for-sale condominium units, the Owner's decision to convert hotel units to condominium-hotel units, and/or the Owner's decision to reduce surplus parking thereby reducing the total number of parking spaces provided by the Project (provided that the minimum parking requirements under the ULDC is met), shall each be considered an amendment to the Site Plan without need for public hearing, Commission action, or amendment to this Agreement. Similarly, if the ULDC's are amended specifically to permit additional habitable liner and parking floors within the allowable height of the pedestal or to allow greater height for rooftop mechanical height encroachments, the Owner may amend its Site Plan to increase the habitable liners and parking levels and/or increase the height of its rooftop encroachments, and such amendments may be effectuated administratively without need for public hearing, Commission action, or amendment to this Agreement. To the extent that Owner elects to reduce the number of residential and/or hotel units in the Project, the reduction in units will not require public hearing, Commission action, or amendment to this Agreement provided that there is no change to the exterior appearance of the building as shown in the approved plans, except that the glazing on the pedestal may be reduced without public hearing, Commission action or amendment to this Agreement as long as no more than thirty percent (30%) of the glazing shown for the pedestal in the Approved Plans is reduced, and only if any glazing that is eliminated is replaced by a green wall.

13. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Owner to develop the Property in a manner that is materially inconsistent with the Project

Approval. Owner agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Owner acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Owner's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Owner, in such instance.

14. Impact Fees. Prior to issuance of the master building permit, Owner shall pay any sums then due to Village under applicable law for impact fees as a payment in lieu of impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Owner waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Owner shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this paragraph. Under no circumstances shall the Owner be entitled to a refund of the payment in lieu of impact fees and Owner waives any potential refund of any payments in lieu of impact fees under this paragraph. It is agreed and understood by the parties that impact fees adopted as of the Commission Approval Date shall be applicable to the Project. No new impact fees or increases to the fees in existence as of the Commission Approval Date shall be applied to the development of the Project. The Village and Owner shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

15. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing Laws that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect after the Commission Approval Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 14 of this Agreement. The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including,

but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Owner or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations or as subsequently amended, provided the Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.a. of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Owner to timely obtain a Master Building Permit, pursuant to Sections 7.a., 4.d, and/or 11 of this Agreement, shall result in the automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

16. Enforcement.

a. Enforcement. Enforcement of this Agreement may be by action in law or equity, including but not limited to specific performance, against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

b. Village's Remedy. In addition to all other available enforcement mechanisms available in law or equity, in each event of Owner's material noncompliance with any of the terms set forth herein or in the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Owner shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Owner's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement. Notwithstanding the foregoing, the Village shall not have the right to revoke the Project Approval or terminate this Agreement in the event of material noncompliance by Owner of any of the following Sections of this Agreement: 7(e)(i)-(v) and 7(g)(vii).

c. Owner's Remedies. In the event of the Village's material noncompliance with any of the terms herein or contained in the Project Approval, the Owner shall have the right to pursue all remedies available at law and/or equity, including but not limited to specific performance.

d. Additional Provisions. In the event of any litigation, the losing party shall pay the prevailing party's attorney's fees and costs at all trial and appellate and other levels. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION ARISING HEREUNDER.**

e. Owner's Without Cause Termination Right. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the right to terminate this Agreement without cause at any time by providing the Village with seven (7) days advance written notice ("Termination Notice"). Upon provision of the Termination Notice by Owner and expiration of the 7 day period referenced in the preceding sentence, (i) the Agreement and the Project Approval shall terminate and be null and void; and (ii) neither party shall have any further rights or obligations under the Agreement or the Project Approval, provided that any payments made by Owner to Village under this Agreement before the date of the Termination Notice are non-refundable.

17. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Owner, upon execution of this Agreement.

18. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2022) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Owner or Village.

19. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.

Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

If to Owner at: Eric Aintabi CPA, CA
Groupe Jesta
755 rue Berri, Suite 200
Montreal, QC, Canada H2Y 3E5

With copies to: Vivianne Lapointe
Vice President, Legal Affairs
Groupe Jesta
755 rue Berri, Suite 200
Montreal, QC, Canada H2Y 3E5

Alexander I. Tachmes, Esq.
Shutts & Bowen LLP
200 South Biscayne Blvd., Suite 4100
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Either party may change its notice address by providing written notice to the other party of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

20. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. Entire Agreement. This Agreement and the Project Approval, together with the documents referenced herein and therein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Owner (and/or its assigns, which may include, but not be limited to master property Owner' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

23. Conflicts. In the event of any conflict between this Agreement and the Approval Resolution, this Agreement shall govern.

24. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the

laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

25. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement or the Project Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 2nd day of January, 2024.

Witness #1 Print Name: Lee Cosio
1666 Kennedy Causeway, Ste 300, N Bay Village, FL 33141

Witness #2 Print Name: Annabelle Rodriguez
1666 Kennedy Causeway, Ste 300, N Bay Village, FL 33141

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

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2nd day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

OWNER:

In the presence of:

NORTH BAY VILLAGE HOLDINGS, LLC,
a Delaware limited liability company

Vivianne Lapointe

Witness #1 Print Name: Vivianne Lapointe
Address: 2601 NE 2nd Ave, Miami, FL 33137

Eric Aintabi

Print Name: Eric Aintabi
Title: Vice-President
Dated this 28 day of December, 2023.

Michael Pego

Witness #2 Print Name: Michael Pego
Address: 2601 NE 2nd Ave, Miami, FL 33137

STATE OF Virginia)
) **SS.**
COUNTY OF James City)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 28 day of December, 2023, by Eric Aintabi, as Vice-President of North Bay Village Holdings, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced DL Quebec A5313-18078209 as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

Natalie Batts

My Commission Expires: 10/31/2027

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

Natalie Batts

NATALIE BATTS
Electronic Notary Public
Commonwealth of Virginia
Registration No. 8078301
My Commission Expires Oct 31, 2027

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 8c999d73-7ad1-4bba-a5a0-4217c75d6494

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1819 & 1855 79th Street (Kennedy) Causeway, North Bay Village, Florida

Folio Number(s): 23-3209-000-0120

Legal Description:

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of Right of Way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or place of beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90' degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency, thence South 46 degrees 45 minutes 51 seconds East 102.180 feet to the point of intersection with the northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

EXHIBIT "B"

APPROVAL RESOLUTION

[See attached]

RESOLUTION NO. 2023-002

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN BY NORTH BAY VILLAGE HOLDINGS, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, FOR DEVELOPMENT OF A 30-STORY (340-FT. TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS 345 DWELLING UNITS, INCLUDING 18 WORKFORCE HOUSING UNITS, PLUS COMPLEMENTARY RESIDENT AMENITIES; 273 HOTEL ROOMS; APPROXIMATELY 7,500 SQ. FT. OF MEETING SPACE; 20,232 SQ. FT. OF RESTAURANT SPACE AND A WATERFRONT TERRACE; 2,594 SQ. FT. OF RETAIL SPACE; AND 677 PARKING SPACES; TO BE CONSTRUCTED ON AN APPROXIMATELY 2.31 ACRE SITE LOCATED AT 1819-1855 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village Holdings, LLC, ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and Chapter 15 of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan for a project on approximately 2.31 acres, identified by Folio No. 23-3209-000-0120, located at 1819-1855 79th St. Causeway (Kennedy Causeway), as legally described in the Legal Description attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the project consists of a 30-story, 340-foot-tall mixed-use project consisting substantially of the following: 345 residential units, plus complementary indoor and outdoor resident amenities; 273 hotel rooms; approximately 7,500 sq. ft. of meeting space; 20,232 sq. ft. of restaurant space as well as a waterfront dining terrace (with outdoor dining on the Island Walk to be approved administratively via separate Warrant); 2,594 sq. ft. of retail space; and 677 parking spaces in a parking structure (collectively, the "Project"); and

WHEREAS, the Site Plan for the Project is attached hereto as Exhibit B; and

WHEREAS, the Project is to be constructed in the T6-30 transect zone on the north side of Kennedy Causeway, which transect zone encourages mixed-use

developments, with a maximum building height of 340 feet and a base density of 70 units per acre and density bonuses approvable by the Commission upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village; and

WHEREAS, Village Staff reviewed the Project and found its density, intensity, and uses consistent with the T6-30 transect zone, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goal, as articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on tentative terms of a development agreement, which memorializes density bonus requirements, building area in the Project, and other requirements, and which will be considered by the Village Commission immediately following consideration of the Site Plan Application; and

WHEREAS, after a duly noticed public hearing held on December 7, 2022, the Planning and Zoning Board by a vote of 4-0 recommended approval of the Site Plan, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on January 10, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Chapter 15 of the ULDC, the site plan for the Project to construct a mixed-use development project shall consist of 345 residential units, plus complementary indoor and outdoor resident

amenities; 273 hotel rooms; approximately 7,500 sq. ft. of meeting space; 20,232 sq. ft. of restaurant space and a waterfront terrace; 2,594 sq. ft. of retail space; and 677 parking spaces in structured parking, as provided in Exhibit "B," which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to the following conditions:

General conditions

1. This Site Plan approval shall be valid for two (2) years plus a one-year extension, hereby granted by the Village Commission pursuant to Section 15.2.h.1.a of the ULDC, for a total period of three (3) years. No more than one (1) additional one-year renewal may be granted (for a total of four (4) years), subject to approval by the Village Commission pursuant to Section 15.2.h.1.a of the ULDC.
2. To avoid expiration of the approved plans, the Applicant shall apply for a full building permit within two (2) years of the date of the Site Plan approval, and shall obtain a full building permit within three (3) years of the date of the Site Plan approval.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Construction of the Project shall be in substantial conformance with the following documents:
   - Boundary Survey prepared by J. Hernandez & Associates, dated 07/21/2022.
   - Architectural plans prepared by Kobi Karp Architecture and Interior Design, dated 12/1/2022 and sealed on 12/19/2022 by Kobi Karp:
     - Sheets A0.00: Cover Sheet
     - Sheet A0.01: Drawing Index
     - Sheet A0.02: Project Data
     - Sheet A0.03: Location Map
     - Sheet A0.04: Aerial Views
     - Sheet A0.05: Existing Conditions
     - Sheet A1.00: Unit Matrix
     - Sheet A1.01: FLR Diagram
     - Sheet A1.02: Zoning Diagrams
     - Sheet A1.03: Principal Frontage and Door Location
     - Sheet A2.00: Floor Plan – Site Plan
     - Sheet A3.01: Floor Plan – Level 1 (Ground Floor)
     - Sheet A3.02: Floor Plan – Level 2 (51 hotel rooms)
     - Sheet A3.0M: Floor Plan – Mezzanine Levels (23 hotel rooms each level)
     - Sheet A3.03: Floor Plan – Levels 3-5 (51 hotel rooms each level)

- Sheet A3.06: Floor Plan – Level 6
- Sheet A3.07: Floor Plan – Level 7-29
- Sheet A3.30: Floor Plan – Level 30
- Sheet A3.31: Floor Plan – Roof Deck
- Sheet A4.00: Proposed Elevation North
- Sheet A4.01: Proposed Elevation South
- Sheet A4.02: Proposed Elevation East
- Sheet A4.03: Proposed Elevation West
- Sheet A4.50: Rendered Elevation North
- Sheet A4.51: Rendered Elevation South
- Sheet A4.52: Rendered Elevation East
- Sheet A4.53: Rendered Elevation West
- Sheet A5.00: Building Section A
- Sheet A5.01: Building Section B
- Sheet A5.02: Front Site Sections
- Sheet A5.03: Waterfront Site Sections
- Sheet A6.00: Rendering
- Sheet A6.01: Rendering
- Sheet A6.02: Rendering
- Sheet A6.03: Rendering
- Sheet A6.04: Rendering
- Sheet A6.05: Rendering
- Sheet A6.06: Rendering
- Sheet A6.07: Rendering
- Sheet A6.08: Rendering
- Sheet A6.09: Rendering
- Sheet A6.10: Rendering
- Sheet A6.11: Rendering

- Landscape Plans prepared by Architectural Alliance Landscape, dated 12/01/22, resubmittal dated 12-19-2022 and sealed by Hugh F. Johnson:
  - Sheet L-100: Paving Plan (Key Map)
  - Sheet L-101: Paving Plan (NE section)
  - Sheet L-102: Paving Plan (SE section)
  - Sheet L-103: Paving Plan (NW section
  - Sheet L-104: Paving Plan (SW section)
  - Sheet L-105: Site Furnishings Cut-Sheets
  - Sheet L-106: Site Furnishings Cut-Sheets
  - Sheet L-200: Landscape Plan (Key Map)
  - Sheet L-201: Landscape Plan (NE Section)
  - Sheet L-202: Landscape Plan (SE Section)
  - Sheet L-203: Landscape Plan (SW Section)
  - Sheet L-204: Landscape Plan (NW Section)

  - Sheet L-205: Amenity Level Landscape Plan (NE Section)
  - Sheet L-206: Amenity Level Landscape Plan (SE Section)
  - Sheet L-207: Amenity Level Landscape Plan (SW Section)
  - Sheet L-208: Amenity Level Landscape Plan (NW Section)
  - Sheet L-209: Roof Level Landscape Plan
  - Sheet L-210: Landscape Notes and Details
  - Sheet L-220: Tree Disposition Plan
- Level of Service (LOS) Assessment prepared by Ross Engineering (undated)
- Traffic Impact Analysis prepared by NV5, dated December 1, 2022.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement, if warranted, memorializing the Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.
2. The Development Agreement shall reflect any additional terms imposed by the Village Commission as conditions of approval and shall be executable by the Village and the owner of the subject property following Commission approval.

Administrative Approval for Deviations:

1. The ability to place chairs and tables for outdoor dining within specified sections of the Island Walk easement shall be conditional to the Applicant securing approval for an administrative warrant pursuant to Sec. 15.1 (H)4.a.(1) and Section 15.3.A(2)(e)(2)(c). Until such time as the Warrant is approved and all conditions for the Warrant are complied with, the chairs and tables depicted in the plans as within the easement shall not be considered permitted.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. A minimum of five percent (5 %) of the total 345 proposed units (which equates to 18 units) shall be provided and maintained as non-subsidized workforce housing. The units shall be undistinguishable from ownership units, shall be of a variety of sizes, and shall be distributed throughout the project.
2. Subject to paragraph 1 of "Prior to issuance of a Certificate of Occupancy" section, the Applicant shall pay the applicable Community Contribution Fees assessed by the Village per additional unit of density above 70 units per acre, in compliance with Subsection 15.2.H.2. of the ULDC and Resolution No. 2021-010. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.
3. The Applicant shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the effective date of the Development Agreement.

The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the building permit. All Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010 for the applicable period of approval (i.e., between 18 and 24 months after adoption of the Form-Based Code, which results in reductions to 50% of assessed fees for units between 71 and 120 units per acre, and 75% of assessed fee for units between 121 and 150 units per acre).

Landscape and Public Realm:

1. The Applicant shall comply with the following provisions and conditions set by the Miami-Dade County Shoreline Development Review Committee, as reflected in Resolution 22-SDRC-009, included herein as Exhibit "C," except as modified by Section 7.c.i of the Development Agreement.
2. The public easement shall contain a covenant and restriction that the Island Walk will remain an open space boardwalk with landscaping and other amenities to be accessible for use by the public, with operating times consistent with the terms of the Development Agreement.
3. No outdoor dining furnishings shall be placed at any time within the Island Walk's Safety Zone, from the eastern edge of the Shuckers restaurant to the eastern property line where another restaurant is to be located.
4. The green wall system design and maintenance plan shall meet the standards of Sections 8.27 and 9.8.1 of the ULDC.
5. The Applicant shall revise the landscape plans to demonstrate that adequate growing space will be provided for the root system of the proposed palms to be located along the Island Walk. This could mean using of a suspended pavement system below the walk, structural soil, or an equivalent alternative to support landscaped areas along the dedicated bay walk promenade.
6. The specifications for the proposed pedestrian-scale light poles and drinking fountains shall be provided as per requirements of Section 15.3.A(2)(g)(2)(c) Design Standards for Island Walk of the ULDC.
7. Per Section 15.3.A.2.g.(4), the public waterfront easement shall be recorded with the Village prior to the issuance of a Certificate of Occupancy.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of building permit application.
2. The Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

3. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to permit approval.
4. Along with drainage calculations, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
5. As necessary to serve the project, the Applicant shall commit to install an onsite lift station onsite and related force main connections pending the Village's completion of improvements to bring the sewer system into compliance.

Traffic/Circulation/Parking:

1. The Applicant shall obtain FDOT approval for the right-of-way connections and related improvements under FDOT jurisdiction prior to issuance of a building permit.
2. The Applicant shall update (as necessary), validate, and resubmit the Valet Queuing Calculations and Assumptions to the Village for review and approval.
3. The Applicant shall provide no less than the minimum number of valet runners required to accommodate demand during the hotel's PM peak hours (estimated at this time to be six (6) attendants, with the number to be confirmed per condition No. 2 above).
4. The following traffic operation mitigation improvements shall be completed prior to the issuance of a Certificate of Occupation for the project, subject to approval and implementation by FDOT:
    - 79th St. Causeway (SR 934) & Hispanola Avenue
        - Reduce cycle length from 150 seconds to 120 seconds
    - 79th St. Causeway & 1800 Block/Site Driveway 1
        - Reduce cycle length from 150 seconds to 120 seconds
        - Add eastbound left protected permitted phasing
        - Extend eastbound left storage bay to 125 feet
    - 79th St. Causeway & E Treasure Drive
        - Reduce cycle length from 150 seconds to 120 seconds
        - Remove northbound and southbound split phasing
5. The Applicant shall continue to work with FDOT and the Village to identify necessary improvements, with the Applicant paying its fair share, to mitigate queueing beyond provided storage bays along 79th Street Causeway related to the Shuckers project; provided, however, that such improvements shall be limited to addressing the incremental impact of this Project.
6. The Applicant shall provide a signing and pavement marking plan including callouts labels for the traffic control devices.

7. The Applicant shall provide an auto-turn exhibit for emergency vehicles, deliveries, and solid waste pick-up trucks to ensure proper site circulation and adequate maneuverability.
8. Plans provided for building permit shall include a maneuverability analysis for service vehicles entering and leaving the property.
9. Consider providing a back-out area for the two parking stalls at the northwest corner of the parking drive aisles for all parking levels.
10. Ensure that delivery and garbage truck operating times do not overlap with the project peak hour traffic.
11. The design of the parking structure shall follow standards of Section 9.3 of the ULDC.
12. Vehicular traffic in the View Corridor shall be limited to using no more than fifty percent (50%) of the area of the corridor. Parking shall be precluded and standing vehicles shall not exceed twenty (20) minutes. Turning movements associated with access to loading docks are allowed.
13. Parking in the View Corridor is precluded and standing vehicles shall not exceed twenty (20) minutes.

Other:

1. Prior to the issuance of a building permit, the Applicant shall submit to the Planning and Zoning Official a temporary construction plan that includes a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site; these plans shall be subject to approval by the Village Manager and shall be enforced during construction activity. All construction activity shall remain in full compliance with the provisions of the submitted construction plan; failure to comply may lead to a suspension or revocation of the permit.
2. All rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
3. The public-access waterfront walkway and major public access points around the site shall be marked with a standard Island Walk identification sign, to be specified by the Village. The shoreline signage concept included in Sheet L-105 of the Landscape Plan set shall be updated accordingly prior to the issuance of a building permit.
4. Adjacent, accessible publicly oriented private development, such as cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.2.E and Signage standards in Section 15.2.F. of the ULDC.
5. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. A development project whose site plan application was filed with North Bay Village prior to the effective date of Ordinance No. 22-013 is not subject to the provisions of said ordinance. Therefore, the Applicant shall submit documentation demonstrating compliance with the provisions of former Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15) of the ULDC, as they existed prior to the adoption of Ordinance No. 22-013. The Applicant shall enter into a Workforce Housing Density Bonus Agreement, which shall set forth the commitments and obligations of the Applicant to ensure compliance with the applicable regulations.
2. The Applicant shall execute all documents deemed necessary by the Village regarding the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.
3. Before the initial rental of any workforce unit, the Applicant shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is not contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. **Implementation.** The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this 10th day of January, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "C"

SDRC RESOLUTION NO. 22-SDRC-009

[See attached]

SHORELINE DEVELOPMENT REVIEW COMMITTEE

RESOLUTION 22-SDRC-009

WHEREAS, NORTH BAY VILLAGE HOLDINGS, LLC (the "applicant") has applied for shoreline site plan development review in accordance with Section 33-D (Shoreline Ordinance) of the Miami-Dade County Code of Ordinances from the Biscayne Bay Shoreline Development Review Committee ("Shoreline Committee"); and

WHEREAS, the applicant proposes the development of thirty (30) story mixed-use building consisting of 256 hotel rooms, 345 residential units, and 17,550 square feet of commercial space; the building will be located at 17819-155 NE 79th Street Causeway, within the jurisdiction of the City of North Bay Village, Florida; and

WHEREAS, the subject application was filed with the Miami-Dade County Department of Regulatory and Economic Resources; and

WHEREAS the Shoreline Committee considers whether and the extent to which a project as presented is consistent with the Miami-Dade County Comprehensive Development Master Plan and conforms to the Biscayne Bay Management Plan; and

WHEREAS, the Shoreline Committee determines the extent to which any plan or development action, as proposed, is in conformance with the Shoreline Ordinance and with the minimum standards set forth in Miami-Dade County Resolution No. R-257-85; and

WHEREAS, a public meeting of the Shoreline Committee was advertised and held on November 4th , 2022, and the Shoreline Committee had the opportunity to hear from the applicant and members of the public; and

WHEREAS, the applicant proposes an on-site public shore walk along the bay with a covenant to ensure public use and maintenance of the shore walk in perpetuity; and

WHEREAS, the Shoreline Committee considered the recommendations from the Miami-Dade County Shoreline Lower Council as part of its review,

NOW THEREFORE BE IT RESOLVED, that at the November 4th, 2022 meeting, the Shoreline Committee, as moved by committee member Reinaldo Borges and seconded by committee member John Stuart, **approved** the applicant's request to reduce the shoreline setback requirements indicated by the Shoreline Ordinance, when considering the applicant's mitigation option provided for in Section 33-D in the form of a publicly dedicated shore walk along Biscayne Bay to the City of North Bay Village Miami in accordance with the Department of Regulatory and Economic Resource's recommendation referenced herein as Exhibit A, and as presented in the submitted site plan with the following provisions and conditions:

1. The applicants shall proffer a covenant to provide a 25' easement to the City of North Bay Village maintenance in perpetuity of the dedicated shore walk promenade.
2. That two additional light fixtures be installed along the 5' wide pedestrian path proposed on the west side of the property.
3. To mitigate the lack of a transitional strip that would define the public area from the restaurant's outdoor dining area, the applicant shall reserve an unobstructed exterior passive zone (3' wide) with no outdoor seating, located between the safety strip and the 6' circulation zone.
4. The Committee recommends the applicants address sea level rise management by elevating the proposed development with two (2) additional feet.
5. That the applicants consider the installation of suspended paving around the large canopy trees in the south passive zone.
6. That the applicants install sea tolerant species along the passive zone such as Green Buttonwood trees in lieu of the proposed Gumbo Limbo trees.
7. That the applicants consider installing a pedestrian path on the east setback, between the proposed bay walk and the 79th Street Causeway
8. That the applicant is required to comply with the attached comments/conditions from the Department of Regulatory and Economic Resources and the Parks, Recreation and Open Spaces Department.

The vote on the motion was as follows:

Christian Johannsen	- yes
Gladys Margarita Díaz	- absent
Reinaldo Borges	- yes
Primi Conde	- yes
Eduardo Muhina	- absent
George Puig	- absent
Justine Velez	- yes
John Stuart	- yes
Alex David (City Representative)	- yes

Motion to **approve passed 6- 0.**

This resolution constitutes the report of the Shoreline Committee together with all exhibits attached hereto submitted to Miami-Dade County, Florida pursuant to Article III of Chapter 33-D of the Code of Miami-Dade County which shall become a part of all hearings and/or permit records on the proposed development action.

Respectfully submitted,

Nathan Kogon

Nathan Kogon, AICP
Asst. Director
Department of Regulatory and Economic Resources

11/18/22
Date

Application # B2022000009

EXHIBIT "D"

DEPICTION OF OUTDOOR DINING FURNISHINGS LOCATIONS

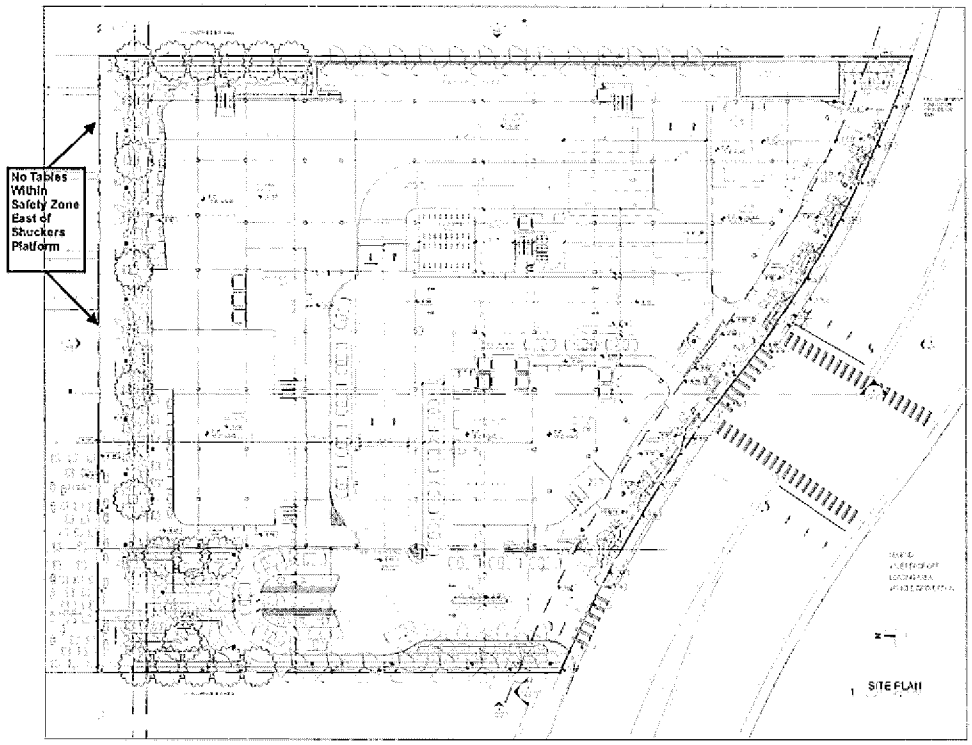
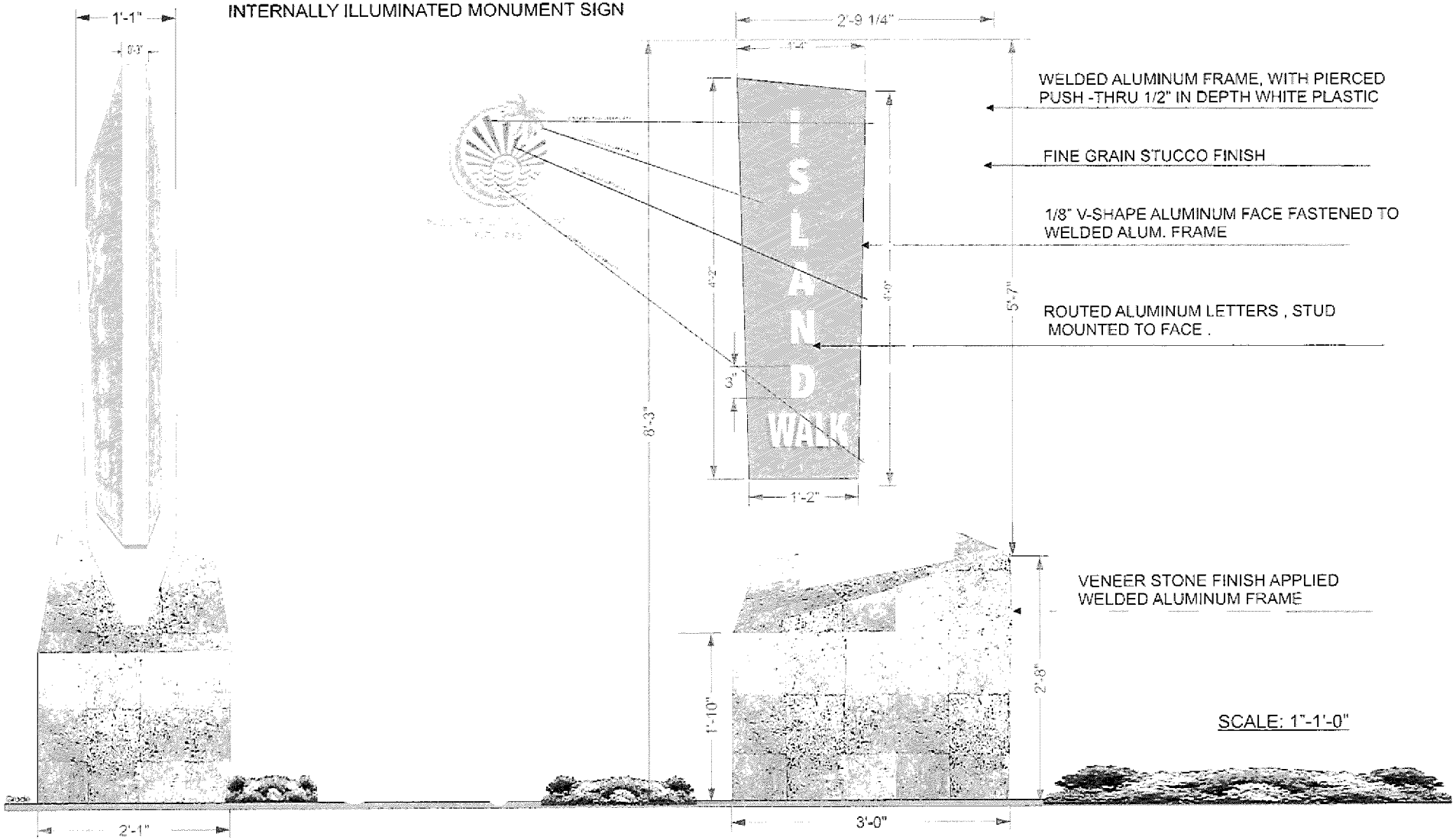


EXHIBIT "E"

ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK

[See attached]

INTERNALLY ILLUMINATED MONUMENT SIGN



SCALE: 1"-1'-0"

SIGN COMPANY

835 NW 6 AVE
FT. LAUDERDALE, FL 33311
www.artsignfl.com
954-763-4410/MIA-710-4410
fred@artsignfl.com

DATE: 02-15-2023
DWG # 230215-1
Drawn by: A. Shaw
Inits:
Sheet: 1
REVISED 6-12-2023

JOB NAME: ISLAND WALK
ADDRESS: 1665 79 ST. CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS

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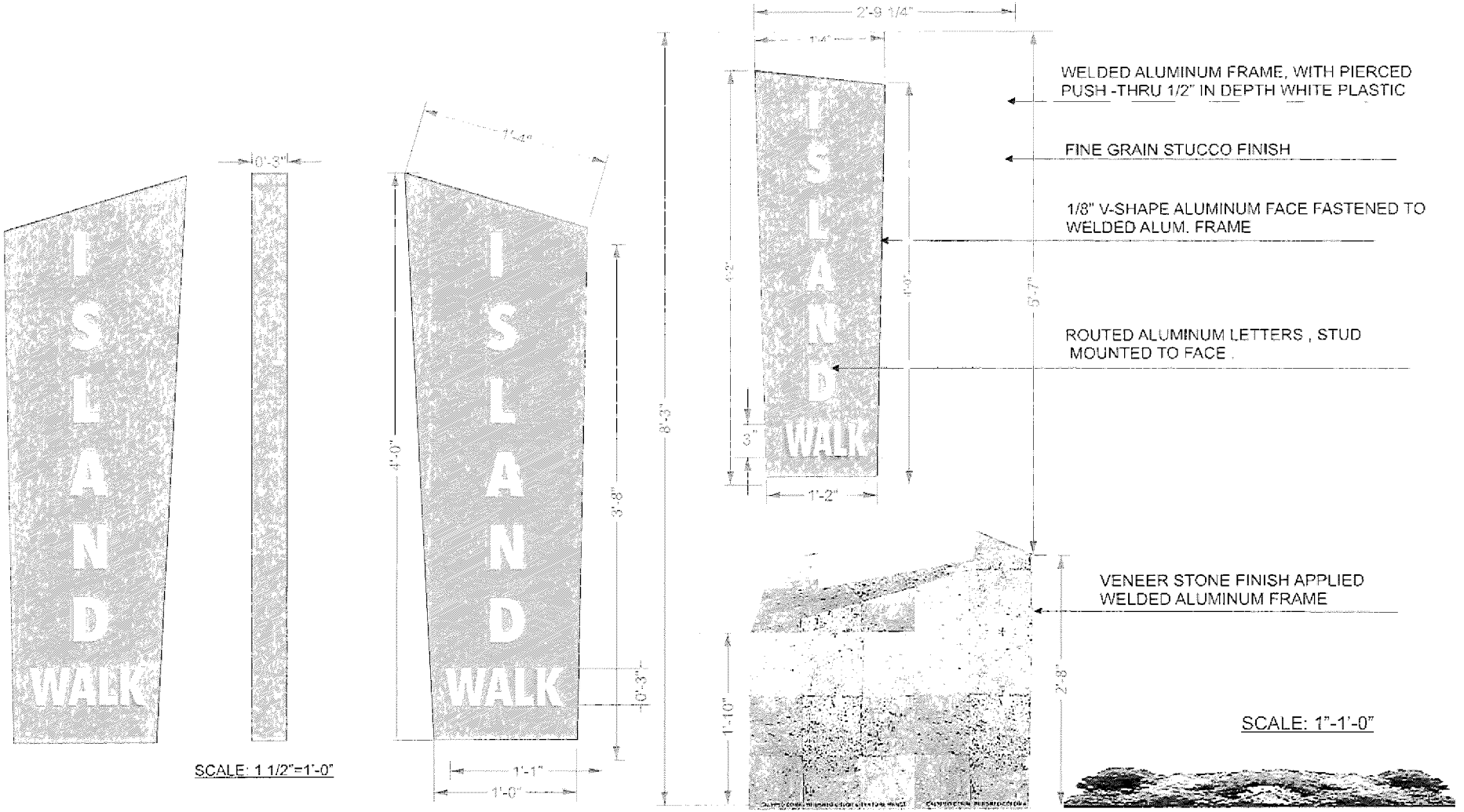
INTERNALLY ILLUMINATED MONUMENT SIGN



SIGN COMPANY
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Ft. LAUDERDALE, FL 33311
www.artsignfl.com
954-763-1410 FAX 954-763-1410
fred@artsignfl.com

DATE: 07-15-2022
DWG #: 7220154
Drawn By: V. Shand
Files:
Sheets: 1 REVISED 6-12-2023

JOB NAME: ISLAND WALK
ADDRESS: 1655 79 ST. CSWY
NORTH BAY VILLAGE, FL.

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DOUBLE FACE INTERNALLY ILLUMINATED MONUMENT SIGN

1. Design, Fabrication and construction to the following codes and specifications:

A. The Florida Building Code (2020) 7th edition
B. American Welding Society AWS D1.1-04 & D1.2
C. American Concrete Institute building code requirements for structural concrete ACI 318-11

2. Structural Steel requirements:

A. Plates, rolled shapes and bars shall be ASTM A36, or equal
B. Standard pipe shall be ASTM A53, Grade B or equal (Fy=35 KSI)
C. Structural tubing shall be ASTM A500, Grade B or equal (Fy=46 KSI)
D. All bolted connections shall be made with ASTM A307 bolt or equal
E. All anchors bolts shall be ASTM A307 or equal (flat washers at nut)
F. All welds shall be made with E70XX electrodes or equal
G. Structural steel shall be shop prime coated with a rust inhibitive primer

3. All field welds shall comply with AWS code by a AWS certified welder
4. NEC 2017 compliant
5. All concrete shall have a minimum compressive strength of 28 days/ 3000 PSI
6. Grout shall be non-metallic and non-shrink with a minimum compressive strength of 5000 PSI at one day
7. All reinforced steel shall have a minimum yield strength of 60,000 PSI and shall conform to ASTM A615
   All reinforcement steel shall be installed in accordance with ACI 318-11
   with a minimum concrete cover of 3 inches
8. If V.E.Z., section 1620 F.B.C., ASCE 7-16 175 MPH, exposure C, Category 2, Chapter 16
9. All ferrous to non ferrous surfaces shall be separated by 3M #255 polyester clear tape or equal

Underwriters Laboratories Inc.
Listed

ELECTRICAL SPECIFICATIONS
All Electrical Components Are U/L Listed
Signage Grounding as Per NEC 250

QTY.	POWER SUPPLIES	AMPS	12V LED LIGHTS
1	Universal	1.0	1.0
Total Amps			1.0

Circuit Requirements

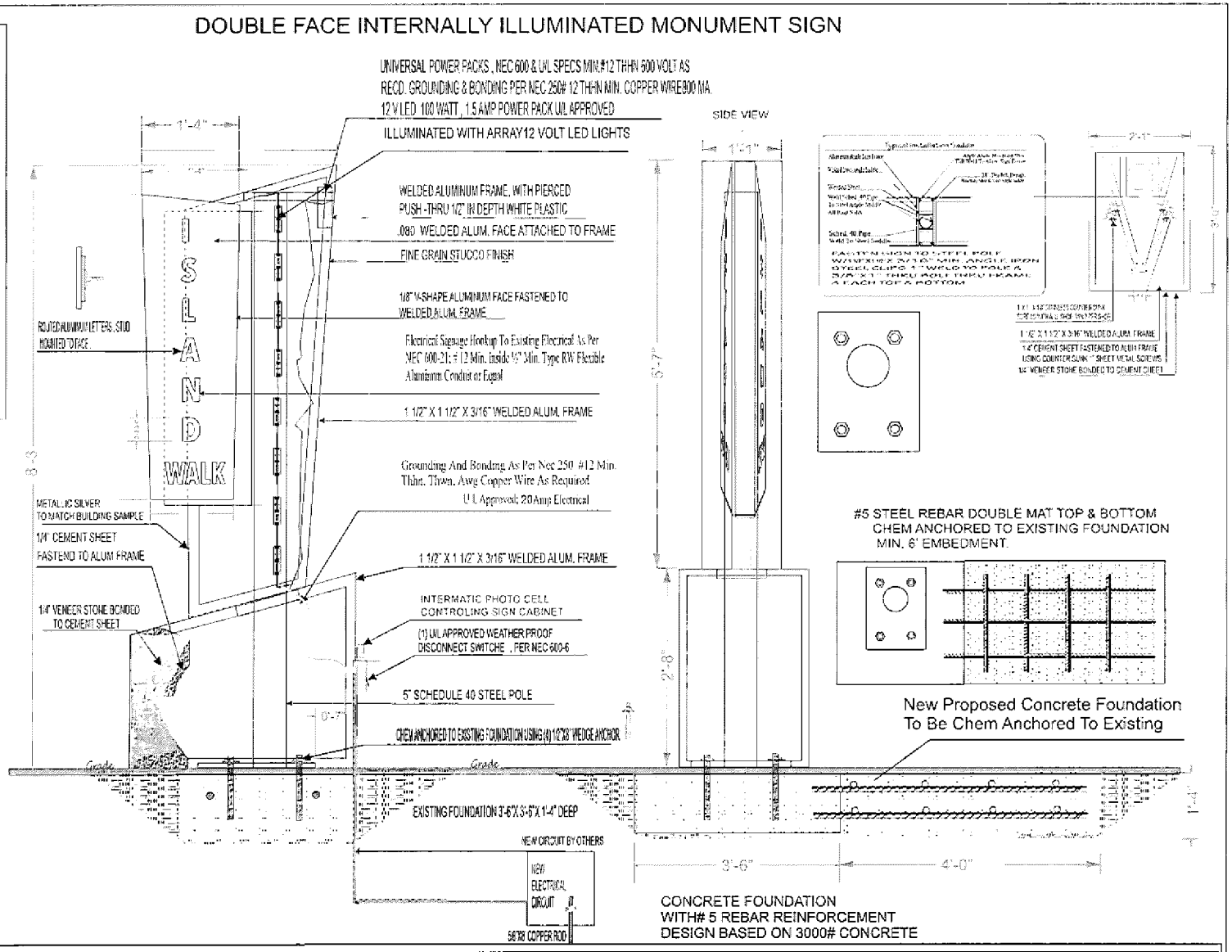
# of Circuits Required 1 Total Amps 1

of 20 Amp Disconnect Switches 1

BRAKER PANEL
Refer To Electrical Contractor For Panel Schedule

ELECTRICAL SPECIFICATIONS:

All electrical components are UL Listed.
Signage grounding and bonding as per NEC 250.
Primary wiring #12 THHN as per NEC 600.
Minimum 20 Amp, disconnect switch per NEC 600.6
Minimum 1/2" conduit, Astronomical Time Clock per FEC.



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fred@artsignfl.com

DATE: 02-10-2022
DRAWN BY: F. Mesa
FILE:
SHEET: 1
REVISED 6-12-2023

JOB NAME ISLAND WALK
ADDRESS: 1665 79 ST. CSWY
NORTH BAY VILLAGE, FL.

NOTES/COMMENTS:

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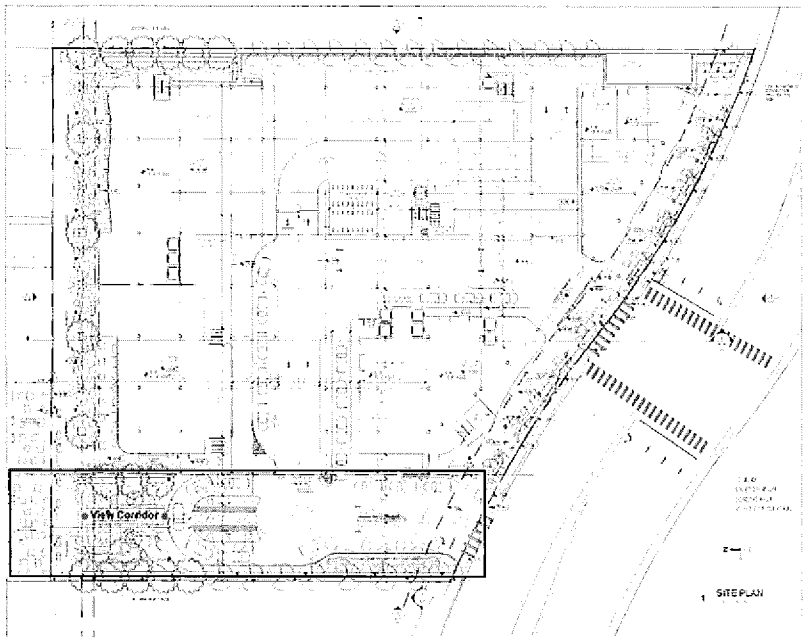
EXHIBIT "F"

VIEW CORRIDOR



CFN: 20240053199 BOOK 34060 PAGE 1415
DATE:01/19/2024 02:54:01 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RECORD AND RETURN TO:

Tony Recio, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

COVER PAGE TO DEVELOPMENT AGREEMENT BY AND BETWEEN 7940 NBV PARTNERS, LLC AND NORTH BAY VILLAGE, FLORIDA

(67 PAGES)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 4th day of ~~December 2023~~ January 2024, by and between 7940 NBV Partners, LLC, a Florida limited liability company (the "Owner"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Owner owns the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "High-Density Multi-Family Residential" on the Village's Comprehensive Plan Future Land Use Map and zoned RM-70 "High Density Multiple Family Residential District" pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, on September 28, 2023 (the "Commission Approval Date"), by Resolution 2023-122 (the "Approval Resolution") a copy of which is attached as Exhibit "B", the Village Mayor and Commission granted approval pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC") for a multifamily residential project consisting of 70 dwelling units with 135 parking spaces, together with ancillary resident amenities in a 312-foot building that relies on 16 dwelling units of transferred density and bonus height (the "Project"); and

WHEREAS, the Owner seeks to develop the Property; and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 of the ULDC.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

   a. "Approval Resolution" is defined in the third recital above.

   b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S. in effect as of the Commission Approval Date.

   c. "Site Plan" is that Development plan prepared by Revuelta Architecture

International, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Owner" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, and any successors or assigns thereof; provided however that the term "Owner" does not include future fee simple owners of any individual lot or unit within the Project.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of Local Government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Owner or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of Local Government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" or "ULDC" means ordinances, rules, and policies in effect as of the Commission Approval Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any Local Government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a Local Government affecting the development of Land and in effect as of the Commission Approval Date. All Laws referenced in this Agreement shall refer to the Law in effect as of the Commission Approval Date.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.

n. "Project" means the development approved pursuant to the Project Approval.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. "Project Validity Period" is defined in Section 7.a.i.

q. "Property" is defined in the recitals.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, parks, and potable water.

s. "Term" is defined in Section 4.a.

3. Intent. It is the intent of the Owner and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"), provided that Owner may request two one-(1)-year extensions, for a total term of four (4) years, subject to extensions of the Project Approval allowed by law.

b. The expiration date of the Agreement shall be the date of the expiration of the Term (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Owner to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 7.a.i. of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of

this Agreement, the Owner has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications) and the applicable provisions of the Comprehensive Plan.

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner pursuant to Section 5.9 of the ULDC):

a. Architectural plans prepared by Revuelta Architecture International, revisions dated 08/18/23 and original plans digitally signed by Jose O. Revuelta dated 6/12/23:
   1) Cover Sheet, Drawing Index and Rendering
   2) A-001 Location Plan
   3) A-002: Boundary Survey prepared by Schwebke, Shiskin & Associates, Inc., dated 2/21/23 and digitally signed by Mark Steven Johnson, PSM on 03/09/23.
   4) A-003: Project Data
   5) A-004: Site Plan
   6) A-005: Parking Analysis
   7) A-005a and 005b: Sections
   8) A-008 Building Footprint (diagram)
   9) A-101 through A110: Individual Floor Plans (Ground to Top of Roof)
   10) A-401 through A404: Elevations
   11) A-501: Sections
   12) A-502: Enlarged Sections
   13) A-601 through A-603: 3D Views (Context, Overall and Vignettes)

b. Landscape Plans prepared by LAND Design, dated 6/12/23 and digitally signed by Marsch C. Kriplen, LA (revised 7/18/23, 8/29/23 and 9/6/23):
   1) LVCR: Cover Page and Index
   2) L002: General Site Notes
   3) L003: Aerial Image and Existing Trees
   4) TD100 and TD110: Tree Disposition Schedule and Notes/Tree Disposition Plan
   5) L200 and L210: Materials Schedule & Notes and Ground Floor Plan
   6) L400: Planting Schedule & Notes
   7) L401: Landscape Notes

8) L410: Trees & Plants Planting Plan Ground Floor
9) L420: Understory Planting Plan Ground Floor
10) L450: Planting Details
11) L600: Sections

c. Civil Engineering Plans prepared by Schwebke, Shiskin & Associates, dated 05/23/2023 and digitally signed by Hernando J. Navas, PE, 08/29/23 (revised 09/06/23):
   1) C-0: Cover Sheet
   2) WS-1 through WS-11: Water and Sewer Facilities
   3) PD-1 through PD-5: Paving, Grading and Drainage Facilities
   4) PMS-1: Pavement Signage and Marking
d. Photometrics Sheets LD901 through LD905 prepared by EXP, dated 6/12/23 and revised 7/18/23.
e. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23.
f. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23; and subsequent responses to comments dated 7/18/23, 8/28/23, and 9/6/23, and substituting Attachment A-1, Updated Maneuverability Analysis, also dated 9/6/23.
g. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ECSG and dated 07/17/23

7. Conditions of Approval.

   a. *General conditions*

      i. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Owner must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Owner desires to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

      ii. Owner's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.

iii. Once issued, Owner shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.

iv. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.

v. Prior to issuance of the Master Building Permit, Owner shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

vi. Owner shall comply with all Site Plan comments, requirements, and conditions contained in this Agreement and the Approval Resolution.

b. *Height Bonus*

i. The maximum base density in the RM-70 zoning district is 150 feet. The Owner has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The maximum height bonus results in a building height of 240 feet (which may be exceeded only through the additional height available with the TDR).

ii. The Owner shall pay the community contribution fees ($472,500) related to the approved bonus height as follows:

1. 10% ($47,250) within thirty (30) days of site plan approval by the Village Commission.

iii. 90% ($425,250) concurrently with the issuance of the first building permit issued for the Project. No building permit shall be issued by the

Village until the Owner has paid all the fees due (equal to $472,500).

c. *Density Rights Transfer and Associated Bonus Height*

i. The allocated base density of the Property is 54 dwellings. The Owner has requested purchase of 16 additional dwellings pursuant to Sec. 8.13 of the ULDC through a TDR from Village-owned property located in Harbor Island. The density rights shall be transferred from Vogel Park (the "Sending Site"), leaving only 11.8 density rights available for future transfer from this Sending Site.

ii. Approval of this Application includes additional building height to allow a maximum building height of 312 feet to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.

iii. The Owner shall pay a community contribution fee of $75,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,200,000). Notwithstanding any contrary provision in the Land Development Regulations or this Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the 16 transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of the Approval Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval, but cannot be transferred to any other Property.

d. *Landscape and Public Realm*

i. The Owner shall obtain approval from, and comply with the provisions and conditions set by, the Miami-Dade County Shoreline Development Review Committee

ii. Visibility triangles shall be shown on the plans on the inside of both driveways to show the clear zone, particularly the south side of the north driveway. If necessary, shift/relocate proposed plant material to meet the requirements.

iii. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.

iv. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.

v. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.

vi. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.

vii. The Owner shall seek to attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Gold certification for the project, as per the Owner's sustainable design consultant.

viii. Owner shall execute and record in the in the public records of Miami-Dade County, Florida, an Island Walk Easement in form and substance acceptable to the Village Manager and Village Attorney prior to the issuance of a Certificate of Occupancy, at the Owner's expense.

ix. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan. The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight ("Permitted Times"). The Island Walk Easement will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.

x. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "C" and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

e. *Infrastructure/Drainage*

i. The Owner shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

ii. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.

iii. Prior to issuance of the Master Building Permit, the Owner shall obtain, and submit to the Village, all required plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit, if applicable.

iv. Owner shall provide fixture unit count to support water meter sizing.

v. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

vi. Prior to Master Building Permit approval, the Owner shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

vii. To the extent the Property's area allows under generally accepted engineering standards, Owner shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

f. *Traffic/Circulation/Parking*

i. As a condition of issuance of the master building permit, the Owner shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.

ii. As a condition of issuance of the master building permit, the Owner shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.

iii. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).

iv. The Owner shall include sidewalk/grass strip restoration according to North Bay Village core requirements.

v. The proposed driving aisle width and parking plan are subject to approval

of the Owner's accompanying requests for variances from the ULDC requirements pursuant to Sec. 7.6. In the event that one or both variances are not approved, the Owner shall be required to redesign the proposed parking structure to comply with the minimum parking and aisle width standards per Sec. 9.3.

vi. The proposed provision of compact parking is subject to approval of the Owner's request for an exception pursuant to Sec. 8.11. In the event that the exception is not granted, the Owner shall be required to redesign the proposed parking structure to comply with the minimum parking standards per Sec. 9.3.

vii. If the compact parking exception is granted, the Owner shall provide valet parking services in perpetuity, and shall obtain from the Village a Business Tax Receipt for valet parking services on an annual basis to demonstrate compliance with this requirement.

viii. The Owner shall commit to providing a dockmaster to during all loading and delivery hours to facilitate loading and delivery operations and avoid any potential conflicts within the public right-of-way.

ix. As part of loading and delivery operations, garbage pickup and any other loading and delivery vehicles shall be required to follow the normal flow of traffic around the existing roundabout and shall not be allowed to go against the flow of traffic to turn left into the loading area before the roundabout.

x. The Owner shall coordinate with Village staff to ensure that garbage collection occurs during off-peak hours.

g. *Other*

i. All signage shall comply with the restrictions of Chapter 11.

ii. Owner shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Except as otherwise provided in this Agreement, material non-compliance with any of the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 16.

8. Temporary Water and Sewer Moratorium. Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hall Pump Station (No. 23-0002) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources

Management, or support Owner's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.

9. Impacted Public Parking Spaces. For the two to three (2-3) public parking spaces on West Drive that will be permanently removed from the public inventory to accommodate the access to the Property, Owner shall pay $150,000 to the Village prior to obtaining a Certificate of Occupancy. During construction, the Village will close the parking spaces abutting the Property to the general public. Owner shall compensate the Village for such parking space closures at a rate equal to the rate charged for other development projects on Harbor Island. Once the project has received its Certificate of Occupancy, the Condo Association shall pay to the Village, in monthly installments, an amount commensurate with the use of the two spaces twenty-four hours/day, seven days/week.

10. Reserved.

11. Local Development Permits.

    a. To the extent required by Law, the Owner may need to apply to the Village for certain additional development permits in order for the Owner to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits may include, but are not limited to:

        i. Subdivision plat and/or waiver of plat approvals, if applicable;

        ii. Water, sewer, paving and drainage, and other infrastructure permits;

        iii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

        iv. Building permits;

        v. Certificates of occupancy; and

        vi. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

12. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Owner to develop the Property in a manner that is materially inconsistent with the Project Approval. Owner agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the

Property consistent with the Project Approval. Owner acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Owner's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Owner, in such instance.

13. Impact Fees. Prior to issuance of the master building permit, Owner shall pay any sums then due to Village under applicable law for impact fees as a payment in lieu of impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Owner waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Owner shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this paragraph. Under no circumstances shall the Owner be entitled to a refund of the payment in lieu of impact fees and Owner waives any potential refund of any payments in lieu of impact fees under this paragraph. It is agreed and understood by the parties that no impact fees other than those listed in Exhibit "D" hereto will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Commission Approval Date shall be applied to the development of the Project. The Village and Owner shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

14. Reserved.

15. Enforcement.

    a. Enforcement. Enforcement of this Agreement may be by action in law or equity, including but not limited to specific performance, against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

    b. Village's Remedy. In addition to all other available enforcement mechanisms available in law or equity, in each event of Owner's material noncompliance with any of the terms set forth herein or in the Project Approval, the Village may

revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Owner shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Owner's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

c. Owner's Remedies. In the event of the Village's material noncompliance with any of the terms herein or contained in the Project Approval, the Owner shall have the right to pursue all remedies available at law and/or equity, including but not limited to specific performance.

d. Additional Provisions. In the event of any litigation, the losing party shall pay the prevailing party's attorney's fees and costs at all trial and appellate and other levels. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION ARISING HEREUNDER.**

e. Owner's Without Cause Termination Right. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the right to terminate this Agreement without cause at any time by providing the Village with seven (7) days advance written notice ("Termination Notice"). Upon provision of the Termination Notice by Owner and expiration of the 7 day period referenced in the preceding sentence, (i) the Agreement and the Project Approval shall terminate and be null and void; and (ii) neither party shall have any further rights or obligations under the Agreement or the Project Approval, provided that any payments made by Owner to Village under this Agreement before the date of the Termination Notice are non-refundable.

16. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Owner, upon execution of this Agreement.

17. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2022) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Owner or Village.

18. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:	Village Manager 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a copy to:	Village Attorney 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141 Haydee Sera, Esq. Village Attorney Weiss Serota Helfman Cole & Bierman, P.L. 2800 Ponce de Leon Blvd., Suite 1200 Coral Gables, FL 33134
If to Owner at:	7940 NBV Partners, LLC Attn: Mikael Hamaoui 1045 10 Street, Apt. 904 Miami Beach, Florida 33139
With copies to:	Bercow Radell Fernandez Larkin & Tapanes PLLC Attn: Graham Penn, Esq. 200 S. Biscayne Boulevard, Suite 300 Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Either party may change its notice address by providing written notice to the other party of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

19. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and

the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement and the Project Approval, together with the documents referenced herein and therein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

21. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Owner (and/or its assigns, which may include, but not be limited to master property Owner' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

22. Conflicts. In the event of any conflict between this Agreement and the Approval Resolution, this Agreement shall govern.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

25. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement or the Project Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

Witness #1 Print Name: Leo Cosio
1666 Kennedy Causeway, #300, North Bay Village, FL 33141

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 2nd day of January, 2024.

Witness #2 Print Name: Annabelle Rodrigues
1666 Kennedy Causeway, #300, North Bay Village, FL 33141

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2nd day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

OWNER:

In the presence of:

Witness #1 Print Name: PETER KAUARY
Address: 2601 NE 2 Ave., Miami, FL 33137

Witness #2 Print Name: Todd Guthrie
Address: 2601 NE 2 Ave., Miami, FL 33137

7940 NBV Partners, LLC, a Florida limited liability company,

Print Name: Mikael Hemaoui
Title: Manager
Dated this 1st day of December, 2023.

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of December, 2023, by Mikael Hemaoui, as Manager of 7940 NBV Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 3/21/2027

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

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 7938-7940 West Drive, North Bay Village, Florida

Folio Number(s): 23-3209-001-0420 and 23-3209-001-0400

Legal Description:

LOTS 38, 40, 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

APPROVAL RESOLUTION

RESOLUTION NO. 2023-122

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13. TO REACH A MAXIMUM OF 70 DWELLING UNITS; AND (B) INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES AVAILABLE PURSUANT TO SEC. 8.12, UP TO A MAXIMUM HEIGHT OF 312 FEET; TO BE CONSTRUCTED ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7940 WEST DRIVE, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 7940 NBV Partners, LLC ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, seeking approval of a site plan for a multifamily residential project on an approximately 0.77-acre site, identified by Folio Nos. 23-3209-001-0420 and 23-3209-001-0400, located at 7938-7940 West Drive, as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject development project consists of 70 for-sale residential units and ancillary indoor and outdoor resident amenities within a 312-foot, 27 story building; plus structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, to achieve the proposed number of units, the Applicant requested to purchase 16 dwellings through a transfer of density rights from Village-owned property, pursuant to Sections 8.10.D.4.d. and 8.13.; and

WHEREAS, the requested transfer of density rights will yield a maximum density no greater than 30% above the base density of 70 units per acre, in compliance with the above-referenced sections; and

WHEREAS, as part of the TDR purchase request, the Applicant intends to utilize additional building height available with the transfer of density rights, up to a maximum of 72 additional feet, to accommodate the additional units; and

WHEREAS, concurrent with the Site Plan review as required in Sec. 8.12 of the ULDC, the Applicant has also requested to purchase up to 90 additional feet of building height from North Bay Village; and

WHEREAS, the maximum permitted building height with bonuses (not including mechanical structures located on the rooftop, which are exempt from the height limitation per Section 8.17.G) is 312 feet; and

WHEREAS, Village staff and found the Project largely consistent with the relevant goals, objectives and policies Comprehensive Plan and the pillars articulated in the NBV100 Master Plan, and recommends approval subject to prior approval of separate variance requests to reduce the parking requirement and the width of the garage's driving aisle; an exception to provide 20% of the parking as compact spaces; and other conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-123, which memorializes the transfer of density rights, height bonuses, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on September 14, 2023, the Planning and Zoning Board recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on September 28, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a multifamily, for sale, residential development Project consisting of 70 residential units along with complementary resident amenities, as well as a parking garage (as shown in Exhibit "B"), is hereby approved subject to the following conditions:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Applicant must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Applicant desires

to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
3. Once issued, Applicant shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
4. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.
5. The Applicant shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Applicant.
6. Prior to issuance of the Master Building Permit, Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.
7. Applicant shall comply with all Site Plan comments, requirements, and conditions contained in this Resolution and the Development Agreement.
8. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Architectural plans prepared by Revuelta Architecture International, revisions dated 08/18/23 and original plans digitally signed by Jose O. Revuelta dated 6/12/23:
      1) Cover Sheet, Drawing Index and Rendering
      2) A-001 Location Plan
      3) A-002: Boundary Survey prepared by Schwekke, Shiskin & Associates, Inc., dated 2/21/23 and digitally signed by Mark Steven Johnson, PSM on 03/09/23.
      4) A-003: Project Data

5) A-004: Site Plan
6) A-005: Parking Analysis
7) A-005a and 005b: Sections
8) A-008 Building Footprint (diagram)
9) A-101 through A110: Individual Floor Plans (Ground to Top of Roof)
10) A-401 through A404: Elevations
11) A-501: Sections
12) A-502: Enlarged Sections
13) A-601 through A-603: 3D Views (Context, Overall and Vignettes)

B. Landscape Plans prepared by LAND Design, dated 6/12/23 and digitally signed by Marsch C. Kriplen, LA (revised 7/18/23, 8/29/23 and 9/6/23):
   1) LVCR: Cover Page and Index
   2) L002: General Site Notes
   3) L003: Aerial Image and Existing Trees
   4) TD100 and TD110: Tree Disposition Schedule and Notes/Tree Disposition Plan
   5) L200 and L210: Materials Schedule & Notes and Ground Floor Plan
   6) L400: Planting Schedule & Notes
   7) L401: Landscape Notes
   8) L410: Trees & Plants Planting Plan Ground Floor
   9) L420: Understory Planting Plan Ground Floor
   10) L450: Planting Details
   11) L600: Sections
C. Civil Engineering Plans prepared by Schwebke, Shisking & Associates, dated 05/23/2023 and digitally signed by Hernando J. Navas, PE, 08/29/23 (revised 09/06/23):
   1) C-0: Cover Sheet
   2) WS-1 through WS-11: Water and Sewer Facilities
   3) PD-1 through PD-5: Paving, Grading and Drainage Facilities
   4) PMS-1: Pavement Signage and Marking
D. Photometrics Sheets LD901 through LD905 prepared by EXP, dated 6/12/23 and revised 7/18/23.
E. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23.
F. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23; and subsequent responses to comments dated 7/18/23, 8/28/23, and 9/6/23, and substituting Attachment A-1, Updated Maneuverability Analysis, also dated 9/6/23.
G. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ESBG and dated 07/17/23.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval

conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the transfer of density rights, height bonus and related requirements as approved herein. The Development Agreement is attached hereto as Exhibit "C."

Height Bonus (Sec. 8.12):

1. The maximum base density in the RM-70 zoning district is 150 feet. The Applicant has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The maximum height bonus results in a building height of 240 feet (which may be exceeded only through the additional height available with the TDR).
2. The Applicant shall pay the community contribution fees ($472,500) related to the approved bonus height as follows:
   a. Ten percent (10%) equal to $47,250 within thirty (30) days of site plan approval by the Village Commission.
   b. Ninety percent (90%) equal to $425,250 concurrently with the issuance of the first building permit issued for the Project.
3. No building permit shall be issued by the Village until the applicant has paid all the fees due (equal to $472,500).

Density Rights Transfer and Associated Bonus Height:

1. The allocated base density of the Property is 54 dwellings. The Applicant has requested purchase of sixteen (16) additional dwellings pursuant to Sec. 8.13 of the ULDC through a transfer of density rights from Village-owned property located in Harbor Island. The density rights shall be transferred from Vogel Park (the "Sending Site"), leaving only 11.8 density rights available for future transfer from this Sending Site.
2. Approval of this Application includes additional building height to allow a maximum building height of 312 feet to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.
3. The Applicant shall pay a community contribution fee of $75,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,200,000). Notwithstanding any contrary provision in the Land Development Regulations or the Development Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the sixteen (16) transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of this Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval but cannot be transferred to any other Property.

Landscape and Public Realm:

1. The Applicant shall obtain approval from, and comply with the provisions and conditions set by, the Miami-Dade County Shoreline Development Review Committee.

2. Visibility triangles shall be shown on the plans on the inside of both driveways to show the clear zone, particularly the south side of the north driveway. If necessary, shift/relocate proposed plant material to meet the requirements.
3. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
4. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
5. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
6. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
7. The Applicant shall seek to attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Gold certification for the project, as per the Applicant's sustainable design consultant.
8. Applicant shall execute and record in the in the public records of Miami-Dade County, Florida, an Island Walk Easement in form and substance acceptable to the Village Manager and Village Attorney prior to the issuance of a Certificate of Occupancy, at the Applicant's expense.
9. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan. The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight ("Permitted Times"). The Island Walk Easement will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.
10. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "C" to the Development Agreement and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
2. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County

Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

4. Applicant shall provide fixture unit count to support water meter sizing.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. As a condition of issuance of the master building permit, the Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. As a condition of issuance of the master building permit, the Applicant shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.
3. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
4. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
5. The proposed driving aisle width and parking plan are subject to approval of the Applicant's requests for deviations from the ULDC requirements pursuant to Sec. 7.6. In the event that one or both variances are not approved, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking and aisle width standards per Sec. 9.3.
6. The proposed provision of compact parking is subject to approval of the Applicant's request for an exception pursuant to Sec. 8.11. In the event that the exception is not granted, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking standards per Sec. 9.3.
7. If the compact parking exception is granted, the Applicant shall provide valet parking services in perpetuity, and shall obtain from the Village a Business Tax Receipt for valet parking services on an annual basis to demonstrate compliance with this requirement.

8. The Applicant shall commit to providing a dockmaster during all loading and delivery hours to facilitate loading and delivery operations and avoid any potential conflicts within the public right-of-way.
9. As part of loading and delivery operations, garbage pickup and any other loading and delivery vehicles shall be required to follow the normal flow of traffic around the existing roundabout and shall not be allowed to go against the flow of traffic to turn left into the loading area before the roundabout.
10. The Applicant shall coordinate with Village staff to ensure that garbage collection occurs during off-peak hours.

Other:
1. All signage shall comply with the restrictions of Chapter 11.

Prior to issuance of a Certificate of Occupancy
1. The Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.
2. Applicant shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals

or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 28 day of September, 2023.

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 7938-7940 West Drive, NORTH BAY VILLAGE

Folio Numbers: 23-3209-001-0420 and 23-3209-001-0400

LOTS 38, 40, 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

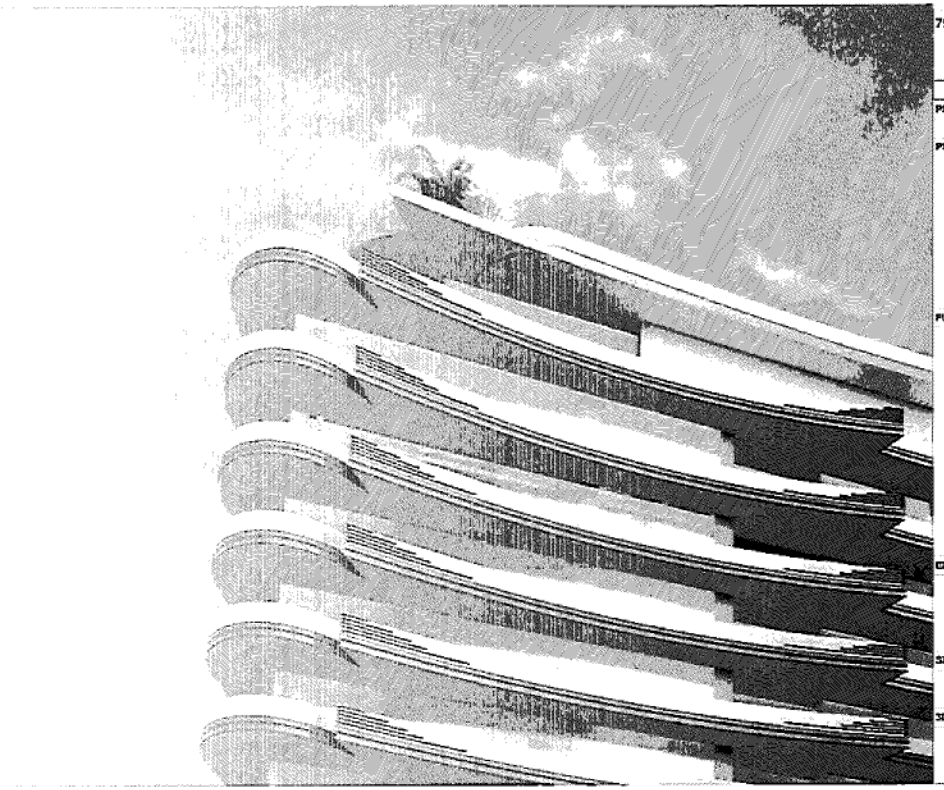
Exhibit "B"
SITE PLAN APPLICATION SET

(Attached)

7940 WEST DRIVE - NORHT BAY VILLAGE

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141



7940 NORTH BAY VILLAGE

SHEET	NAME	RESPONSE TO PLANNING COMMENTS	RESPONSE TO PLANNING COMMENTS
PRESENTATION			
	COVER SHEET		●
PROJECT DATA			
A-001	LOCATION		●
A-002	SURVEY		●
A-003	PROJECT DATA	●	●
A-004	SITE - PLAN	●	●
A-005	PARKING ANALYSIS		●
A-005a	SECTIONS	●	●
A-005b	SECTIONS	●	●
A-006	BUILDING FOOTPRINT		●
FLOOR PLANS			
A-101	GROUND FLOOR	●	●
A-102	LEVEL - MEZZANINE	●	●
A-103	LEVEL 2 TO 3 - PARKING GARAGE	●	●
A-104	LEVEL 4 TO 5 - PARKING GARAGE	●	●
A-105	LEVEL 6 - PARKING GARAGE	●	●
A-106	LEVEL 7 - AMENITY	●	●
A-107	LEVELS 8 thru LEVEL 24	●	●
A-108	LEVEL 25 - PH UNITS	●	●
A-109	LEVEL 26 -UPPER PH - POOLAMENITIES	●	●
A-110	LEVEL 27 - POOL DECK	●	●
A-111	MECHANICAL ROOF		●
A-112	TOP OF ROOF		
ELEVATIONS			●
A-401	EAST ELEVATION		●
A-402	NORTH ELEVATION		●
A-403	WEST ELEVATION		●
A-404	SOUTH ELEVATION		
SECTIONS			
A-501	SECTIONS		●
A-502	ENLARGED SECTIONS		●
3D VIEWS			
A-601	CONTEXT VIEWS		●
A-602	OVER ALL VIEWS		●
A-603	VIGNETTES		●

Luis O. Revuelta

OWNER
7940 NBV PARTNERS, LLC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140
PH: (912) 398 1775

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
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PH: (305) 590-5000

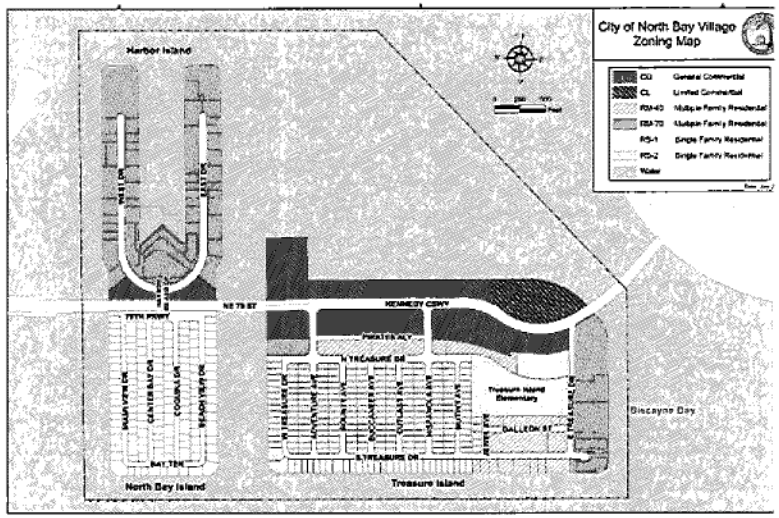
CIVIL ENGINEER
SCHWEBKE SHISKIN & ASSOCIATES
3240 CORPORATE WAY
MIRAMAR FL 33025

LANDSCAPE ARCHITECT
LAND.DESIGN
6800 SW 40th ST.
MIAMI FL 33155
WEBSITE: WWW.LANDDESIGN.COM
PH: (305) 910-9734

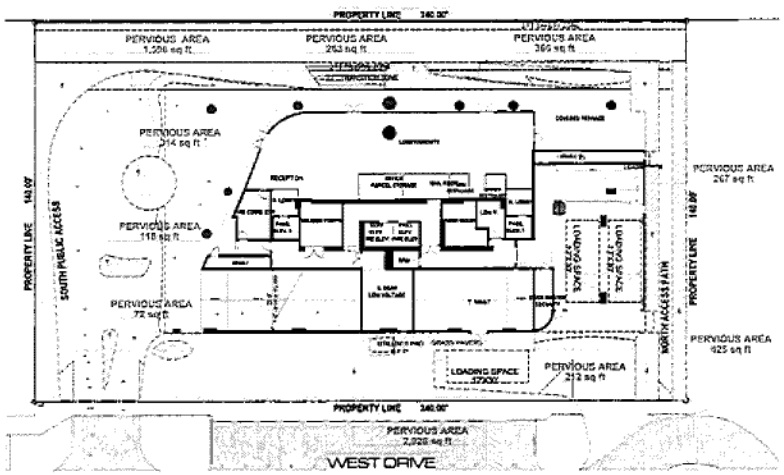
8/30/2023

CFN: 20240053199 BOOK 34060 PAGE 1447

SURVEY
ALTA/NSPS LAND TITLE SURVEY
BISCAYNE BAY
VACANT LAND
LOCATION SKETCH
SUBJECT AREA
NORTH
EAST DRIVE
NORTHEAST 79TH STREET
Schwebke - Shiskin & Associates, Inc.



ZONING MAP



PERVIOUS AREAS

PERVIOUS AREA CALCULATION	
LEVEL	AREA
LOBBY	6,761
	6,761 ft²

BISCAYNE BAY

Zoning Summary

7938-40 West Drive, North Bay Village

	SF	Acres
Lot Area	33,600	0.77

Lot Dimensions: Width 240' x Depth 140'

Legal Description: REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES

Flood Elevation: AE 8 - Flood Designation - Design Flood Elevation 10' N.G.V.D. (BFE + 2)

ZONING CLASSIFICATION - RM-70

Density	du/acre		Allowable	Proposed
	70		54	
	91	*(+30% TDR Program	70	70

Minimum Unit Sizes	Unit type	Number of units	Required (sq ft.)	Proposed (sq ft.)
	Efficiency	0	600	n/a
	One-Bedroom	0	800	n/a
	Two-Bedroom	17	1,200	1,997
	Three-Bedroom or larger	53	1,350	2,359 or larger

Minimum Pervious Area Requirements	area (sq. ft.)	Required	Proposed
Minimum Pervious area 20% of area lot	6,720	6,720	6,761

DISTRICT SETBACKS

		Required	Proposed
Front Setback - West Drive		25'-0"	25'-0"
One Side Setback Interior		15'-0"	15'-0"
Second Side Setback Interior	20% of lot width	48'-0"	48'-0"
Rear Setback		25'-0"	25'-0"

BUILDING HEIGHT

			Allowable	Proposed
Maximum Building Height	150'-0"	240'-0"	312'-0"	312'-0"
	Base	With Bonus	*(+30% with TDR)	

PARKING AND LOADING REQUIREMENTS

Parking Space Requirements	No. of Units	Required	Proposed
Residential - 2 PS / DU - 1 & 2 bdrm units	17	34	28
Residential - 2 PS / DU - 3 bdrm units	53	159	95
Residential - Visitor 10% of required spaces		19	14
			(Parking Reduction 0.36%)
Total Parking Spaces		212	135

Bicycle Space Requirements	Required	Provided
	14	
Bicycles 1 Space / 3 units per Sustainability Requirement	0	
Total bicycles	0	108

Loading Zone	Required	Provided
Over 1000,000 SQ.FT	3	2 (12 X 30)
Total Loading Berths	3	2

ADA Space Requirements for residents		Required	Provided
Per F.B.C Section 2.8.3.2 (2%) of parking spaces not covered by F.B.C. Section 2.8.3.1 shall comply with Section 502			
Total of parking spaces 135 - Total of Residential units 70			
Total parking spaces not covered by F.B.C Section 2.8.3.1 = 65	2% of 65	2	2

Notes:

NGBS - GOLD CERTIFICATION		
Green Design Option	Description	Points Received
Electrical Vehicle Charging Stations for parking spaces	Provisions for 10 Charging Stations (2pts per, Not to exceed 4 pts)	4
White Roof/ Cool Roof	All roofing products will be EnergyStar certified or SRI compliant (82 SRI). All pool/ amenity decks over conditioned space need light colored pavers with SR of 33 or higher.	4
Cool Pavement	All ground floor hardscape to use products at or above SR .30 or higher (20% higher than asphalt)	4
EnergyStar Rating (Appliance + Equipment)	EnergyStar lights (LED okay) and appliances - refrigerator, dishwasher, clothes washer, exhaust fans and any ceiling fans throughout the project.	4
NGBS Gold Certification	National Green Building Standard (NGBS) GOLD level certification	14
	Total	30

PARKING SPACES CALCULATION			
LEVELS	ADA	REGULAR 9'-0" x 18'-0"	COMPACT 8'-0" x 16'-0"
2	2	20	5
3	1	20	6
4		22	
5		22	
6		22	
SUBTOTALS	2	106	27
	TOTAL SPACES PROVIDED		135

COMPACT SPACES		
ALLOWED	MAX 20% OF 135 SPACES	27
PROVIDED	20% OF 135 SPACES	27

ZONING DATA

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7840 WEST DRIVE
NORTH BAY VILLAGE
7840 WEST DRIVE
NORTH BAY VILLAGE FL 33141

7940 NBV PARTNERS, LLC

Luis G. Revuelta
AR0014135

SCHEMATIC DESIGN

PROJECT NO. 2117

A-000

CFN: 20240053199 BOOK 34060 PAGE 1449

1457

7840 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
SITE PLAN
NOTE:
FOR LEGAL DESCRIPTION REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES
FOR BENCHMARK INFORMATION REFER TO SURVEY : SCHWEBKE & ASSOCIATES

revuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

A-005

ANALYSIS OF PARKING REDUCTION

PODIUM MASSING WITH
NO PARKING REDUCTION

PODIUM MASSING WITH
PROPOSED PARKING REDUCTION

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7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-0058

ANALYSIS OF PARKING REDUCTION

PODIUM MASSING WITH
NO PARKING REDUCTION

PODIUM MASSING WITH
PROPOSED PARKING REDUCTION

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7840 WEST DRIVE
NORTH BAY VILLAGE
7840 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-0056

ANALYSIS OF PARKING REDUCTION

PODIUM MASSING WITH
NO PARKING REDUCTION

PODIUM MASSING WITH
PROPOSED PARKING REDUCTION

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7940 WEST DRIVE
NORTH BAY VILLAGE

A-008

COMPARATIVE ANALYSIS OF BUILDING FOOTPRINT

BUILDING FOOTPRINT

ALLOWABLE 15,930 sq.ft.

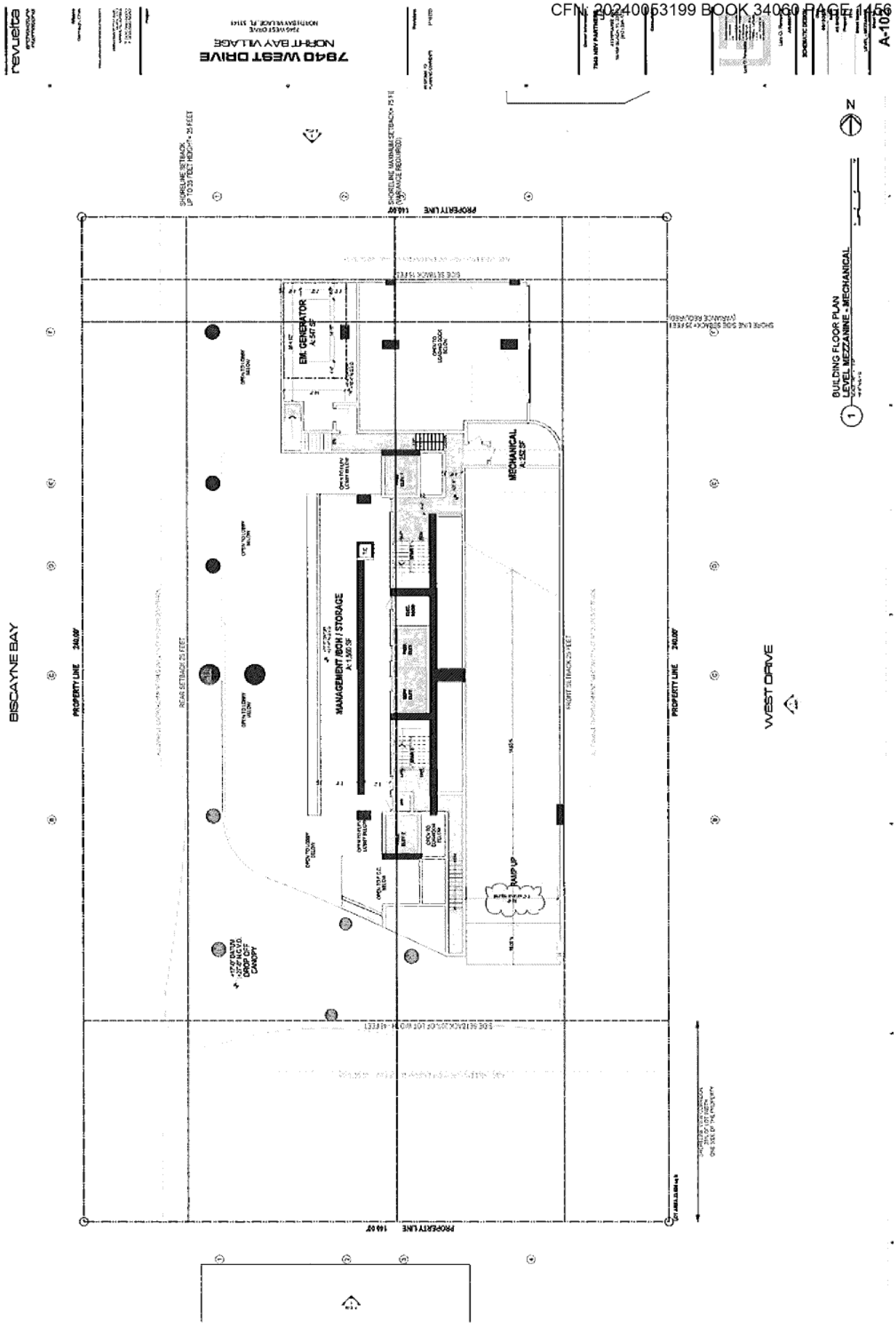
PROPOSED 11,825 sq.ft.
74.25 % OF ALLOWABLE

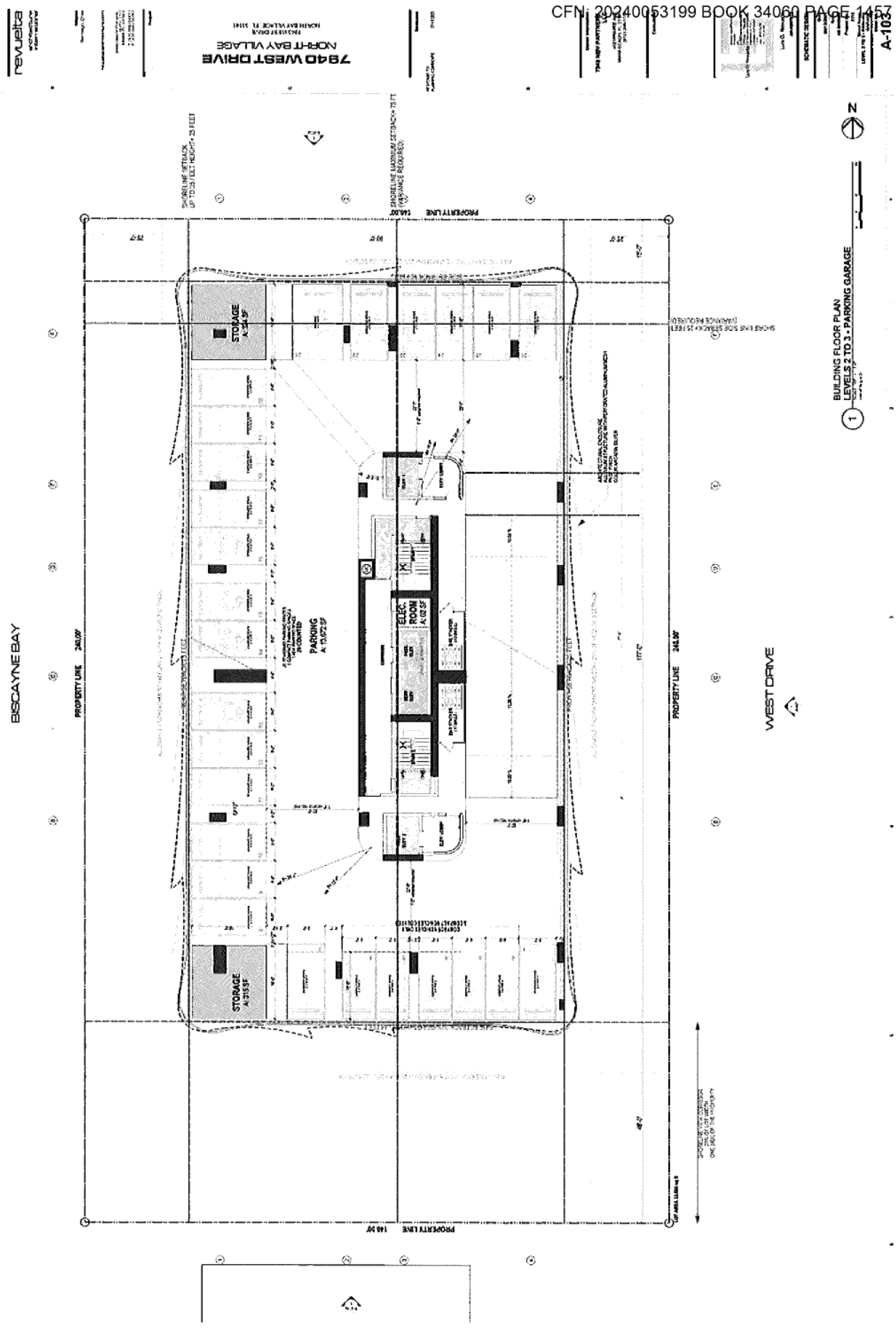
OVERALL FOOTPRINT (BUILDING + BALCONY)

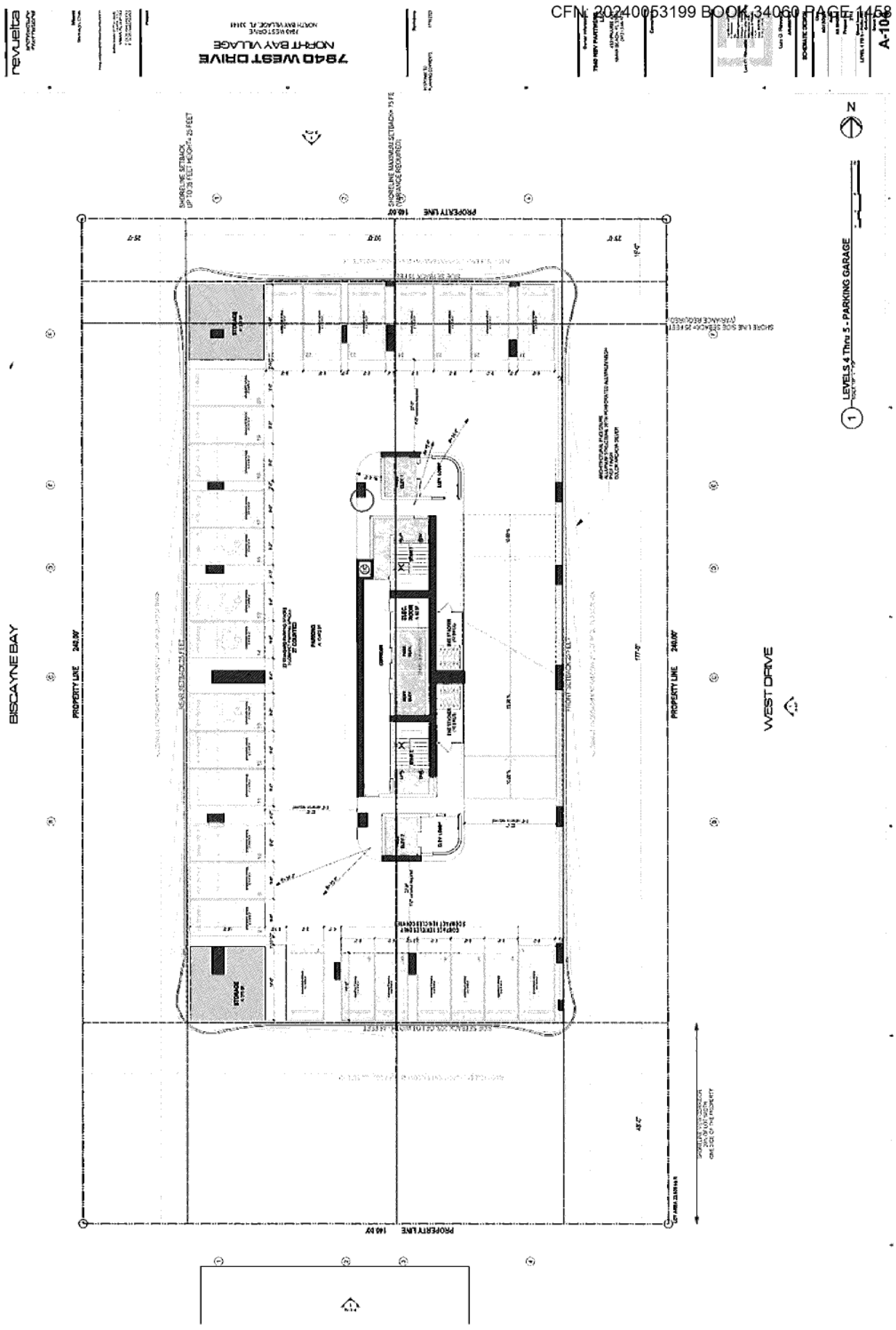
ALLOWABLE 19,763 sq.ft.

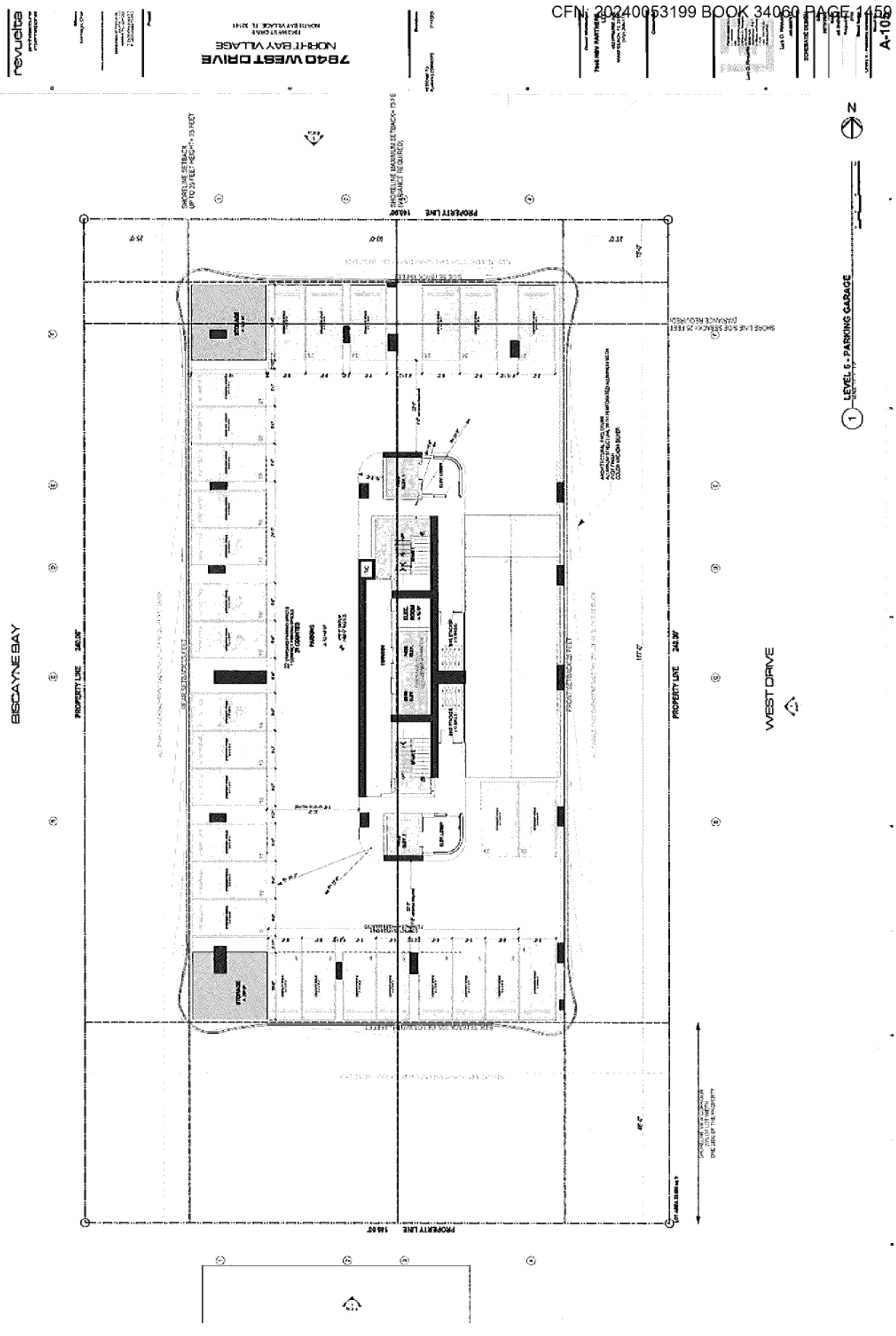
PROPOSED 15,047 sq.ft.
72.16 % OF ALLOWABLE

7940 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LOBBY
WEST DRIVE
LOADING DOCK
LOADING SPACE 12'X32'
LOADING SPACE 12'X32'
COVERED TERRACE A: 562 SF
DOCK MASTER SECURITY A: 130 SF
N. LOBBY A: 95 SF
LOW V. A: 122 SF
TRASH ROOM A: 144 SF
T. VAULT A: 99 SF
LOADING SPACE 12'X32'
LOBBY/AMENITY A: 2,804 SF
MAIL ROOM A: 148 SF
SERV. CORRIDOR A: 388 SF
RRM A: 64 SF
OFFICE PARCEL STORAGE A: 150 SF
S. GEAR LOW VOLTAGE A: 495 SF
FIREDOM PUMPS
S. LOBBY A: 101 SF
FIRE COMM. CTR A: 253 SF
NORTH ACCESS PATH
SOUTH PUBLIC ACCESS
SHORE LINE SIDE SETBACK (VARIANCE REQUIRED)
PROPERTY LINE
A-101


7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL MEZZANINE - MECHANICAL
A-102
N
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
240.00'
REAR SETBACK 25 FEET
EM. GENERATOR
A: 547 SF
MECHANICAL
A: 832 SF
MANAGEMENT / BOH / STORAGE
A: 1,500 SF
RAMP UP
DROP OFF CANOPY
SIDE SETBACK 15 FEET
SHORELINE SETBACK
UP TO 35 FEET HEIGHT = 25 FEET
SHORELINE MAXIMUM SETBACK = 75 FT
(VARIANCE REQUIRED)
SHORE LINE SIDE SETBACK = 25 FEET
(VARIANCE REQUIRED)
SIDE SETBACK 15% OF LOT WIDTH - 6 FEET
PROPERTY LINE
166.67'


7940 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
STORAGE
PARKING
ELEC. ROOM
STORAGE
BUILDING FLOOR PLAN
LEVELS 2 TO 3 - PARKING GARAGE
A-103


7940 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
LEVELS 4 Thru 5 - PARKING GARAGE
N


7840 WEST DRIVE
NORTH BAY VILLAGE
LEVEL 6 - PARKING GARAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
STORAGE
STORAGE
N

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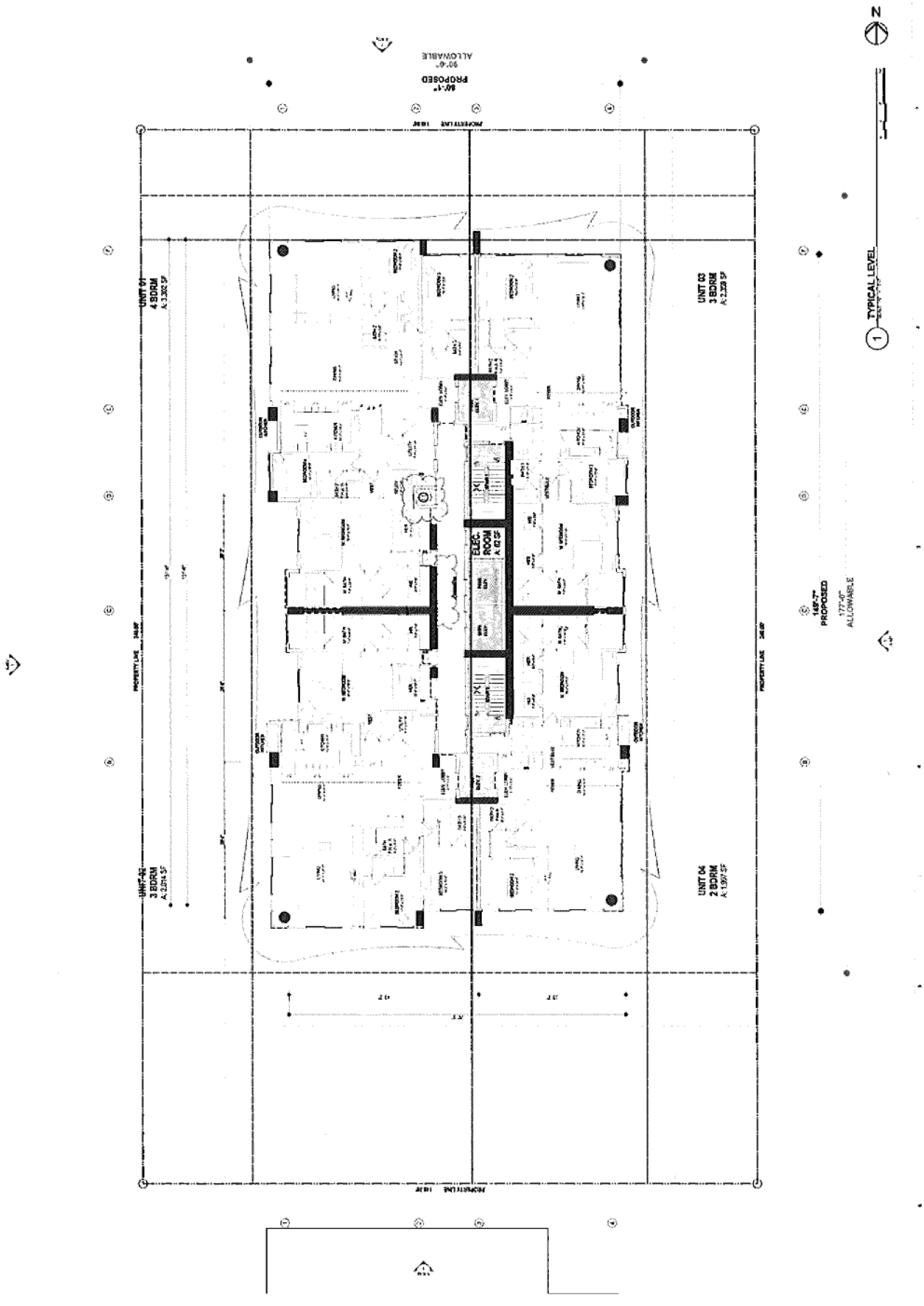
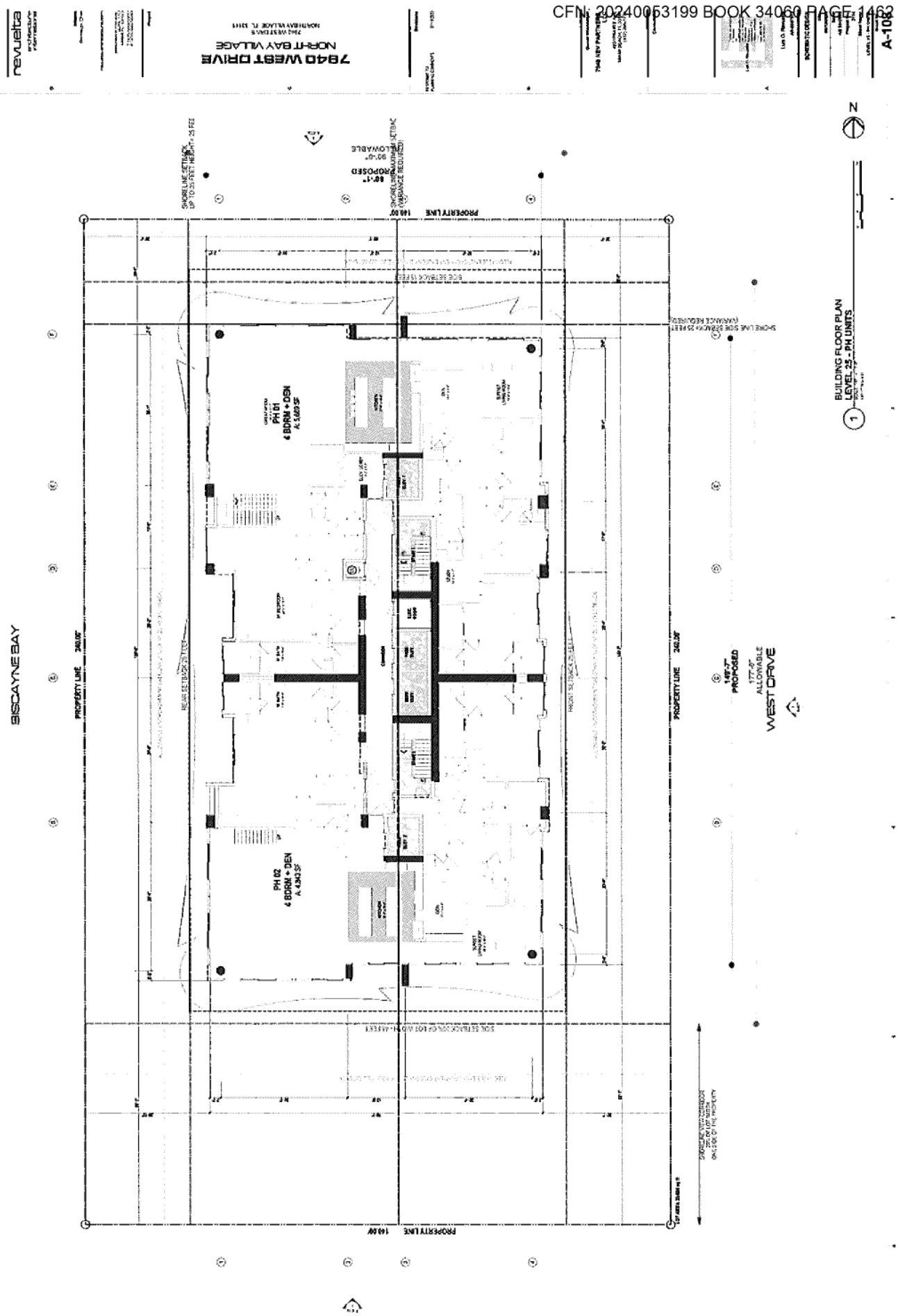
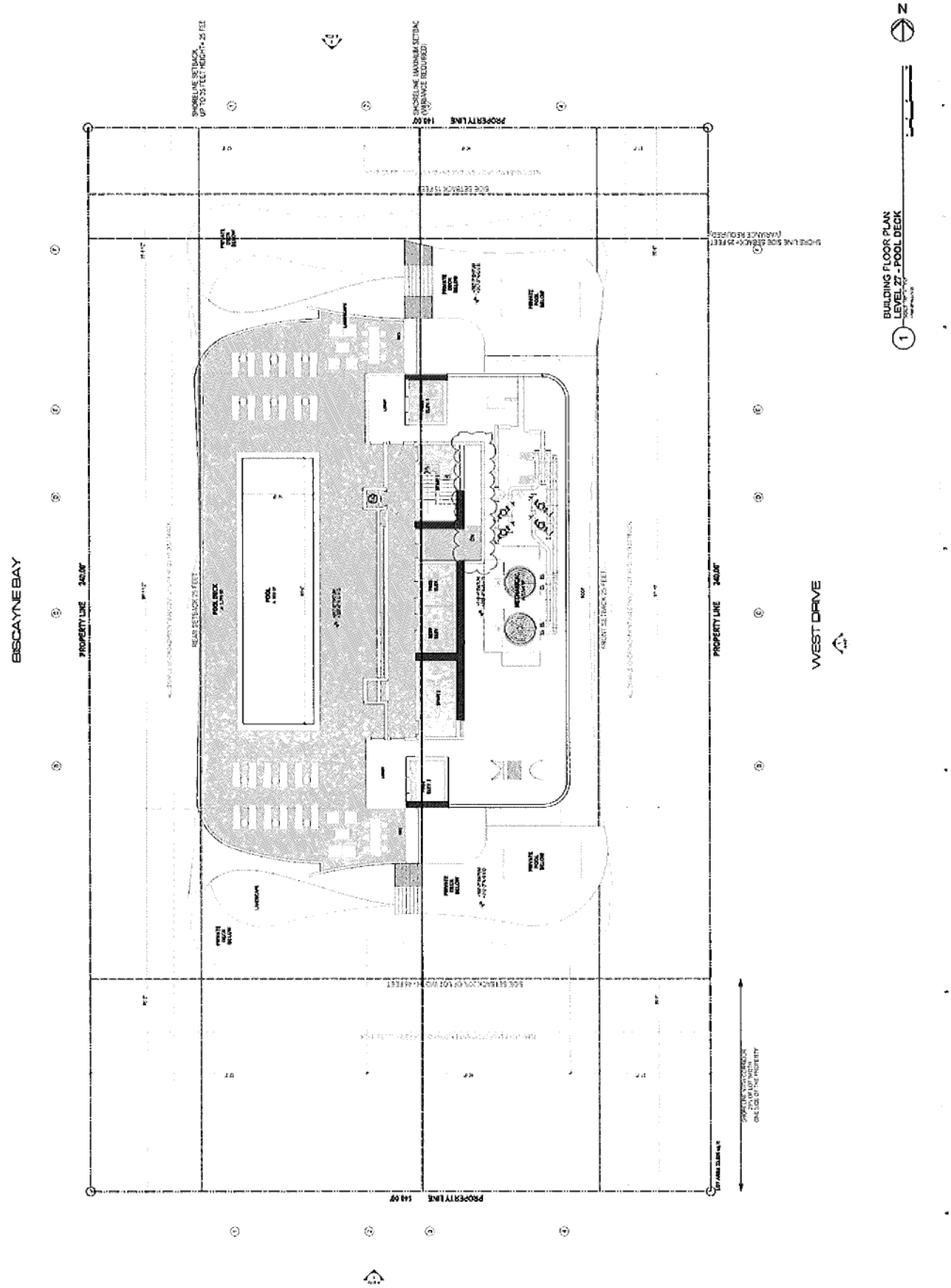
7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 7 - AMENITY
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
PROPERTY LINE
N
A-106


N
TYPICAL LEVEL
UNIT 01
4 BDRM
UNIT 02
3 BDRM
UNIT 03
3 BDRM
UNIT 04
2 BDRM
ELEC. ROOM
PROPERTY LINE
PROPOSED
ALLOWABLE


7940 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 25 - PH UNITS
PH 01
4 BDRM + DEN
A: 5,689 SF
PH 02
4 BDRM + DEN
A: 4,343 SF
PROPERTY LINE
240.00'
PROPERTY LINE
240.00'
PROPERTY LINE
166.00'
PROPERTY LINE
166.00'
BISCAYNE BAY
WEST DRIVE
177'-6"
ALLOWABLE
165'-7"
PROPOSED
N

7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 26- UPPER PH - POOL AMENITIES
A-108
N
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
POOL MECHANICAL
PH 1 - AMENITY
PH 2 - AMENITY
SPA/GYM
SPA/GYM TERRACE
PRIVATE POOL

7940 WEST DRIVE
NORTH BAY VILLAGE



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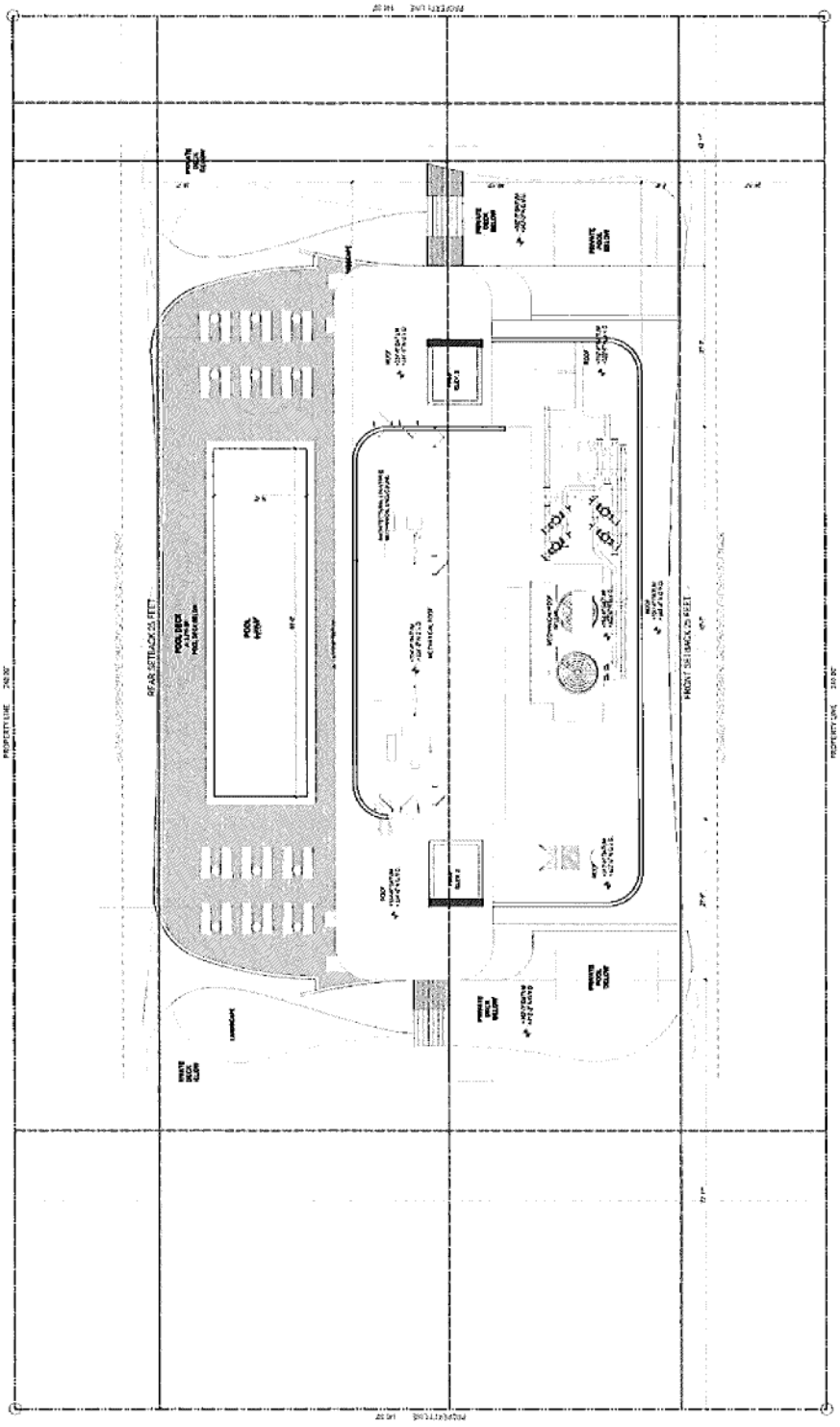
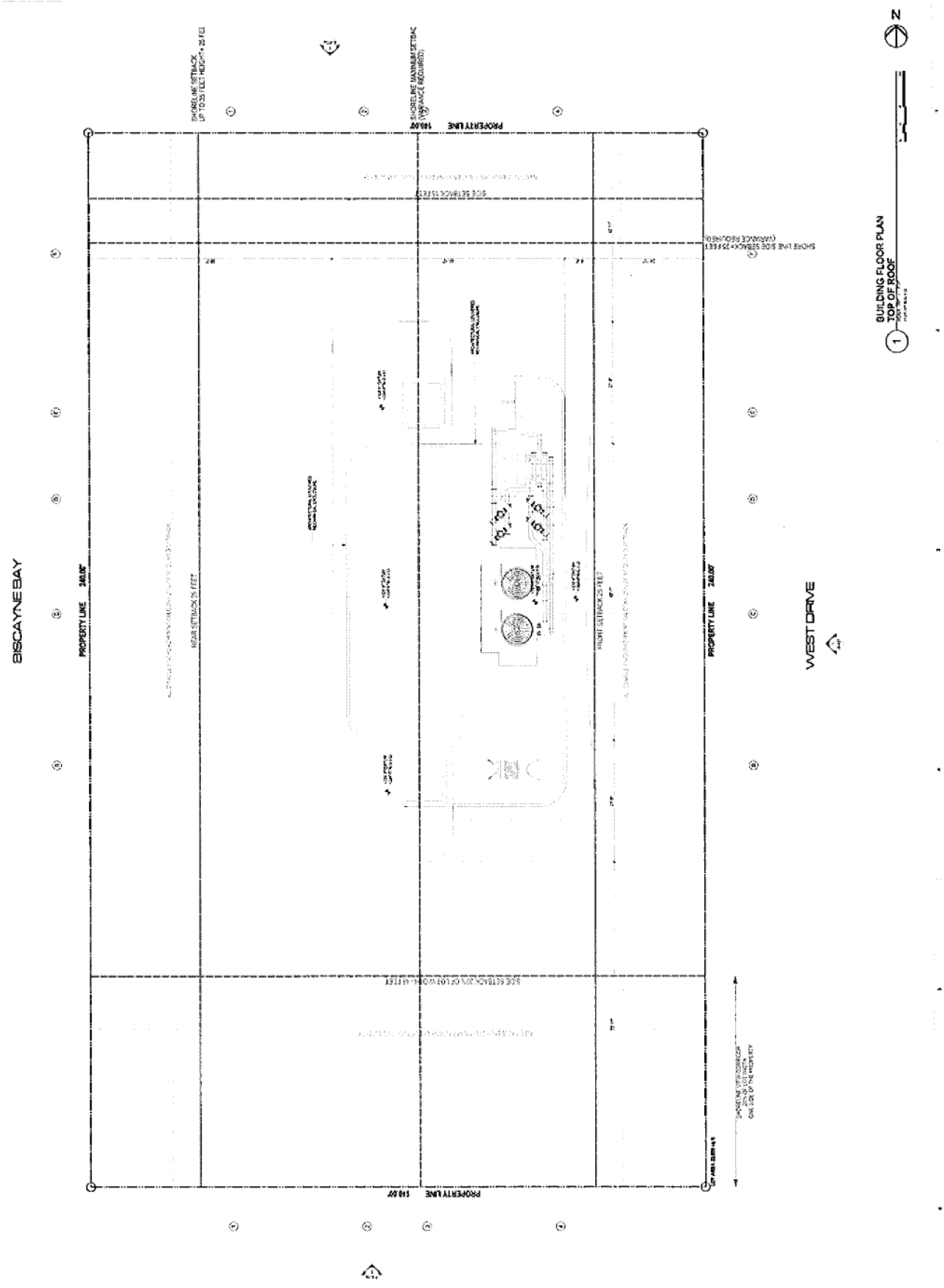
7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-111



N

BUILDING FLOOR PLAN
LEVEL 27 - POOL DECK
2


7840 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
BUILDING FLOOR PLAN
TOP OF ROOF
N

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7940 WEST DRIVE
NORTH BAY VILLAGE

A-401

1 EAST - BUILDING ELEVATION

7840 WEST DRIVE
NORTH BAY VILLAGE
A-402
1 NORTH- BUILDING ELEVATION

nevuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

A-402

nevueltа

7840 WEST DRIVE
NORTH BAY VILLAGE

A-404

revuelta
7940 WEST DRIVE
NORTH BAY VILLAGE
A-501
PROPERTY LINE
PROPERTY LINE
SECTION D-D
SECTION B-B

7940 WEST DRIVE
NORTH BAY VILLAGE
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PARTIAL SECTION B-B
1
PARTIAL SECTION D-D
2
PROPERTY LINE
WEST DRIVE
A-502

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7940 WEST DRIVE
NORTH BAY VILLAGE

TRIAD KEY PARTNERS

A-6013

CONTEXT VIEWS

1 3D VIEW - SOUTH EAST

2 3D VIEW - WEST

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7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-602

VIGNETTE 03

VIGNETTE 02

VIGNETTE 01

7940 WEST DRIVE - NORHT BAY VILLAGE

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141

7940 NORTH BAY VILLAGE

SHEET	NAME	RESPONSE 1 PLANNING COMMENTS	RESPONSE 2 PLANNING COMMENTS	RESPONSE 3 PLANNING COMMENTS
PRESENTATION				
	COVER SHEET	•		
PROJECT DATA				
A-001	LOCATION	•	•	
A-002	SURVEY			
A-003	PROJECT DATA	•	•	
A-004	SITE - PLAN	•	•	
A-005	PARKING ANALYSIS	•	•	
A-005a	SECTIONS	•	•	
A-005b	SECTIONS	•	•	
A-006	BUILDING FOOTPRINT	•	•	
FLOOR PLANS				
A-101	GROUND FLOOR	•	•	
A-102	LEVEL - MEZZANINE	•	•	
A-103	LEVEL 2 TO 3 - PARKING GARAGE	•	•	
A-104	LEVEL 4 TO 5 - PARKING GARAGE	•	•	
A-105	LEVEL 6 - PARKING GARAGE	•	•	
A-106	LEVEL 7 - AMENITY	•	•	
A-107	LEVELS 8 thru LEVEL 24	•	•	
A-108	LEVEL 25 - PH UNITS	•	•	
A-109	LEVEL 26 -UPPER PH - POOL AMENITIES	•	•	
A-110	LEVEL 27 - POOL DECK	•	•	
A-111	MECHANICAL ROOF			
A-112	TOP OF ROOF			
ELEVATIONS				
A-401	EAST ELEVATION	•	•	
A-402	NORTH ELEVATION	•	•	
A-403	WEST ELEVATION	•	•	
A-404	SOUTH ELEVATION	•	•	
SECTIONS				
A-501	SECTIONS	•	•	
A-502	ENLARGED SECTIONS	•	•	
3D VIEWS				
A-601	CONTEXT VIEWS	•	•	
A-602	OVER ALL VIEWS	•	•	
A-603	VIGNETTES	•	•	

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MIAMI, FL 33155
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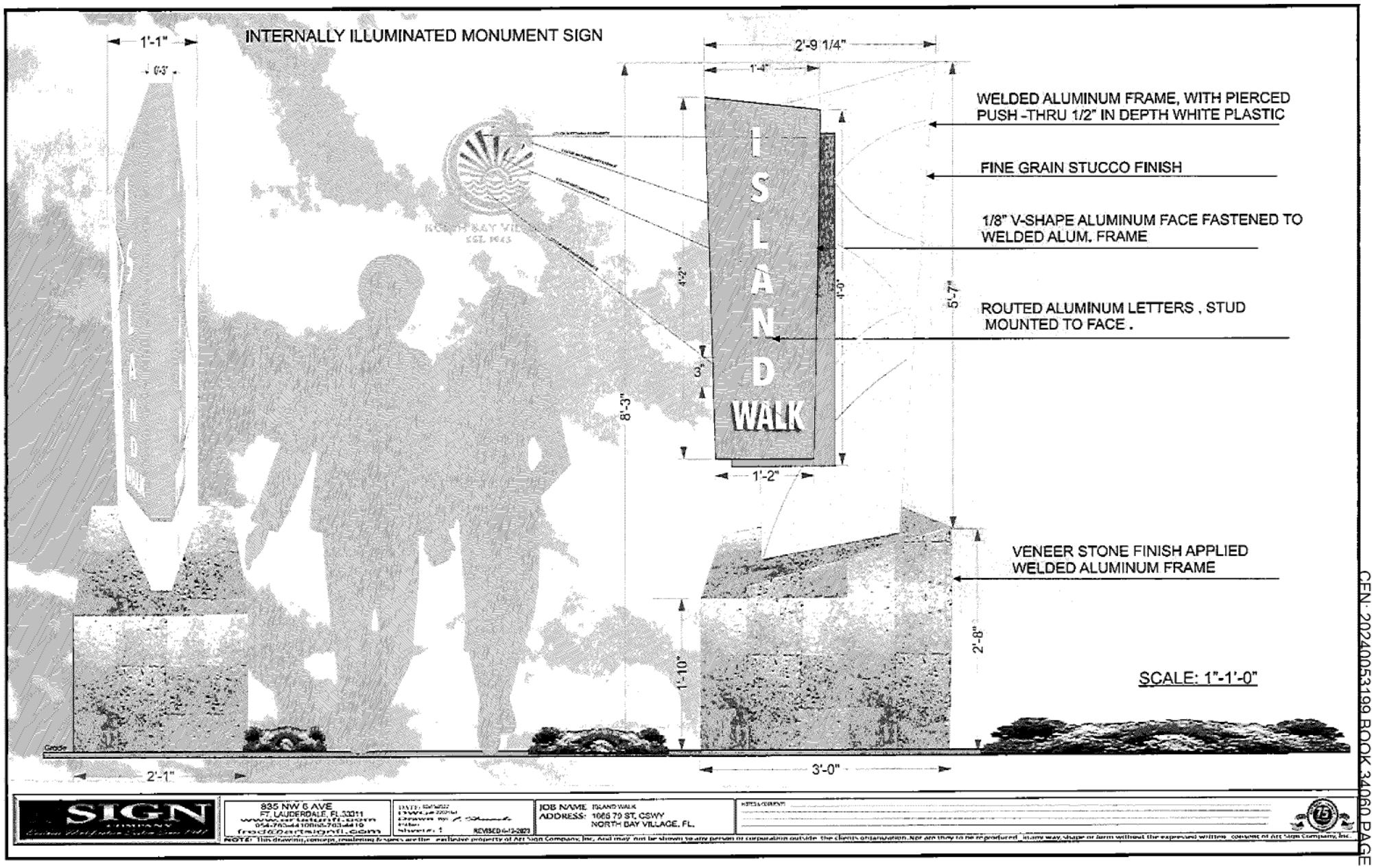
PH: (305) 810-9734

8/30/2023

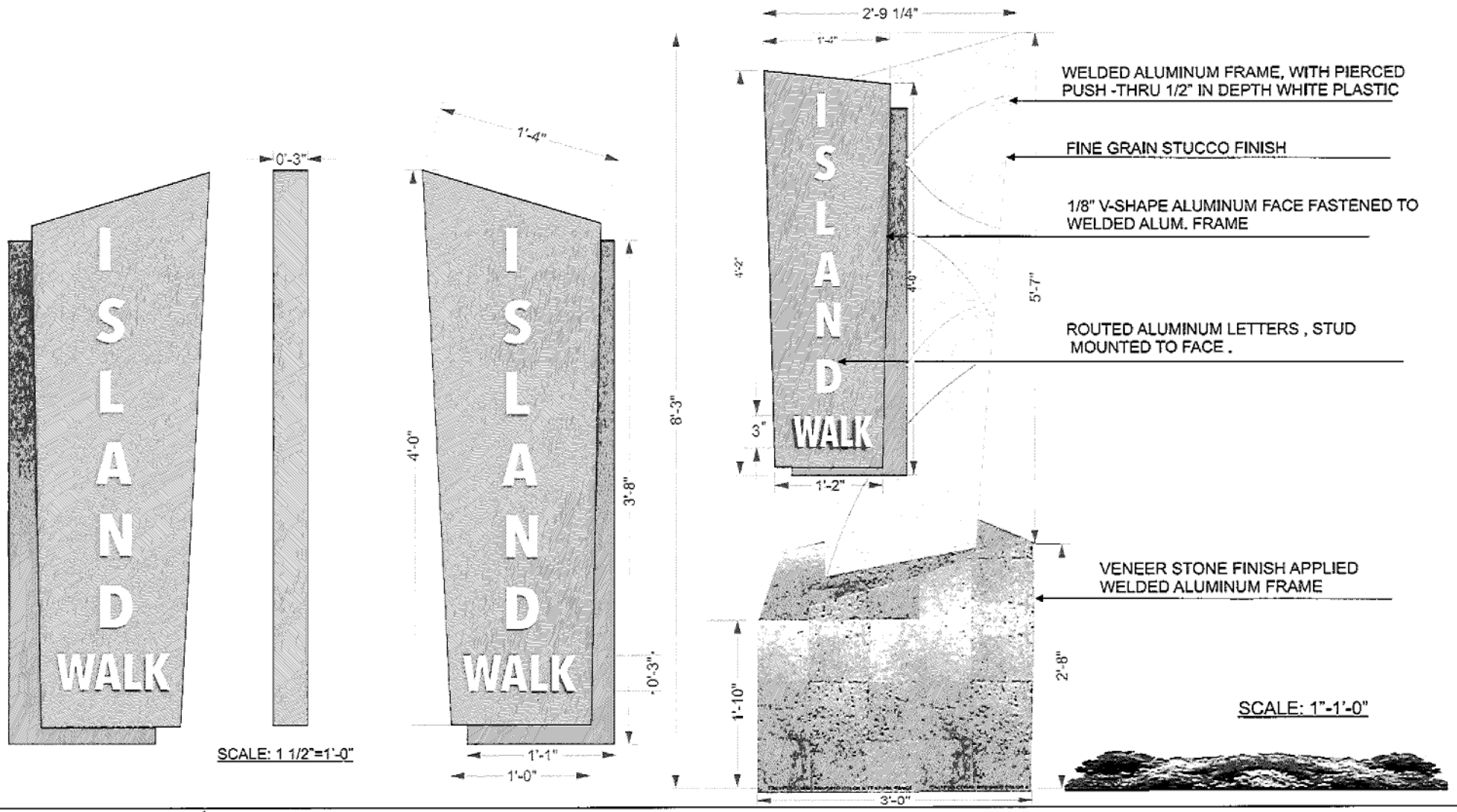
EXHIBIT "C"

ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK



CFN: 20240053199 BOOK 34060 PAGE 1478

INTERNALLY ILLUMINATED MONUMENT SIGN



SIGN Company

835 NW 6 AVE
FT. LAUDERDALE, FL.33311
954-763-4410/954-763-4410

JOB NAME: ISLAND WALK
ADDRESS: 1685 79 ST, CSWY
NORTH BAY VILLAGE, FL.

REVISED 6-13-2023

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CFN: 20240053199 BOOK 34060 PAGE 1479

DOUBLE FACE INTERNALLY ILLUMINATED MONUMENT SIGN

1. Design, fabrication and construction to the following codes and specifications:

A. The Florida Building Code (2020) 7th edition
B. American Welding Society AWS D1.1-04 & D1.2
C. American Concrete Institute building code requirements for structural concrete ACI 318-11

2. Structural Steel requirements:

A. Plates, rolled shapes and bars shall be ASTM A36, or equal
B. Standard pipe shall be ASTM A53, Grade B or equal (Fy=35 KSI)
C. Structural tubing shall be ASTM A500, Grade B or equal (Fy=46 KSI)
D. All bolted connections shall be made with ASTM A307 bolt or equal
E. All anchors bolts shall be ASTM A307 or equal (flat washers at nut)
F. All welds shall be made with E70XX electrodes or equal
G. Structural steel shall be shop prime coated with a rust inhibitive primer

3. All field welds shall comply with AWS code by a AWS certified welder
4. NEC 2017 compliant.
5. All concrete shall have a minimum compressive strength at 28 days' 3000 PSI
6. Grout shall be non-metallic and non-shrink with a minimum comprehensive strength of 5000 PSI at one day
7. All reinforced steel shall have a minimum yield strength of 60,000 PSI and shall conform to ASTM A615
All reinforcement steel shall be installed in accordance with ACI 318-11
with a minimum concrete cover of 3 inches
8. F.B.C., section 1620 F.B.C., ASCE 7-16 175 MPH, exposure C, Category 2, Chapter 16.
9. All ferrous to non ferrous surfaces shall be separated by 3M #255 polyester clear tape or equal

Underwriters Laboratories Inc.
Listed

ELECTRICAL SPECIFICATIONS
All Electrical Components Are U/L Listed
Signage Grounding as Per NEC 250

QTY.	POWER SUPPLIES	AMPS	12V LED LIGHTS
1	Universal	1.0	1.0
Total Amps			1.0

Circuit Requirements

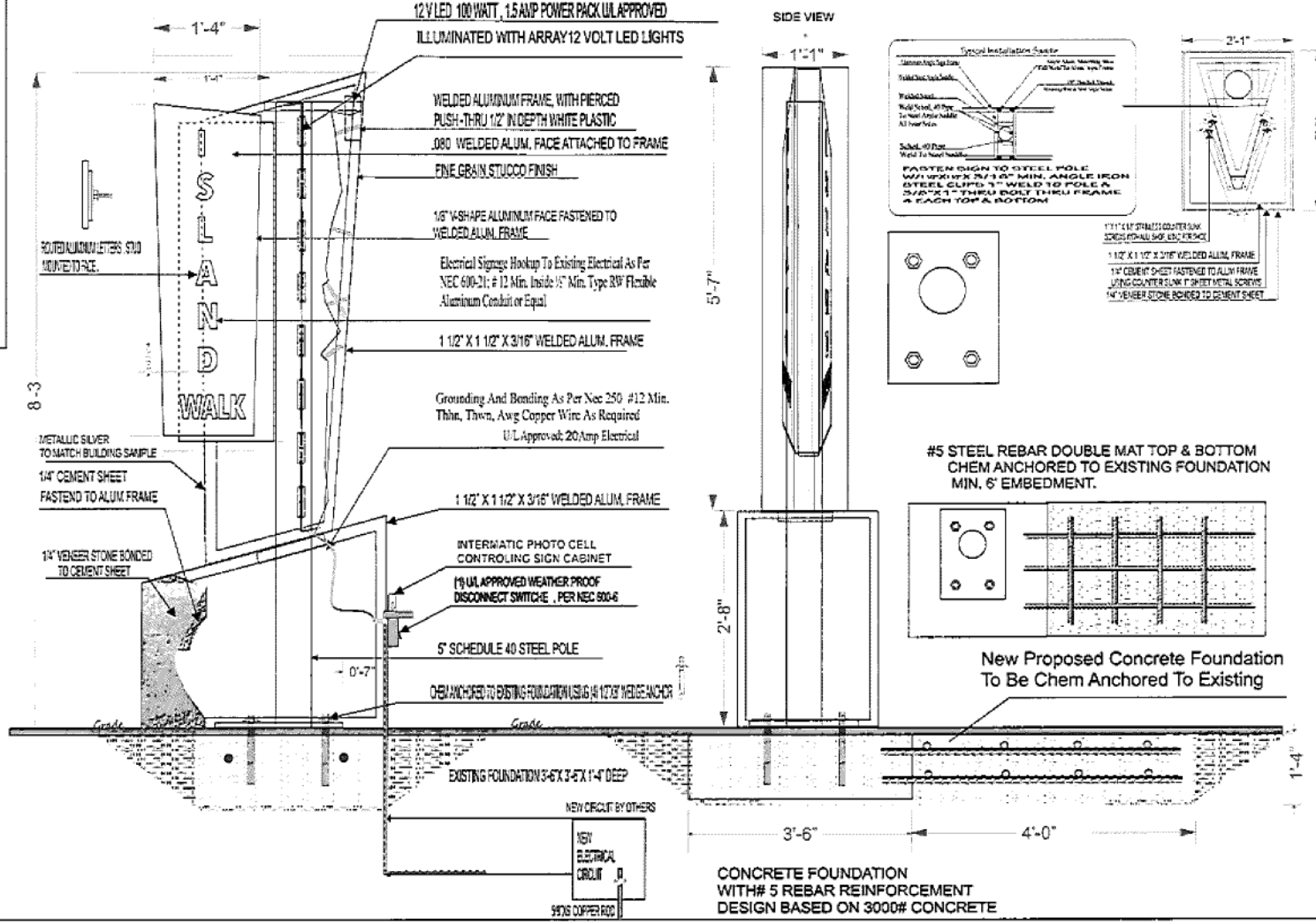
# of Circuits Required _ 1 _ Total Amps _ 1 _

of 20 Amp Disconnect Switches __ 1 __

BRAKER PANEL
Refer To Electrical Contractor For Panel Schedule

ELECTRICAL SPECIFICATIONS:

All electrical components are UL Listed.
Signage grounding and bonding as per NEC 250.
Primary wiring #12 THHN as per NEC 600.
Minimum 20 Amp. disconnect switch per NEC 600.6
Minimum 1/2" conduit, Astronomical Time Clock per FEC.



SIGN COMPANY
835 NW 6 AVE
FT. LAUDERDALE, FL. 33311
www.artsign.com
954-763-4410 fax 763-4410
fred@artsign.com

DATE: 10/15/2022
DRAWN BY: JT
Checked By: JT
Scale:
Sheet#: 1 REVISED 9-12-2023

JOB NAME: ISLAND WALK
ADDRESS: 1685 79 ST, CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS:

NOTE: This drawing, concept, rendering & specs are the exclusive property of Art Sign Company Inc. And may not be shown to any person or corporation outside the client's organization. Nor are they to be reproduced in any way, shape or form without the expressed written consent of Art Sign Company Inc.

CFN: 202400053199 BOOK 34060 PAGE 1480

EXHIBIT "D"

IMPACT FEES*

Function	Per ERC(1) Fee (2022)
Police - MF (2022)	$ 742.89
Police - Retail (2022)	$ 1,205.25
Police - Office (2022)	$ 483.14
Park Open Space Fee	$ 851.00
Park Improvement Fee	$ 1,041.00
Existing Wastewater Line Improvement * (2022)	$ 898.23
Wastewater Line Replacement *(2022)	$ 1,347.35
Water Impact Fee (by Meter Size) **	

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

*Restaurants 1/ERC/7 seats (220 seats estimated)

*Office 1/ERC/3,500 sf (1 ERC min)

** Number and size of meters must be provided by architect/engineer of record. Impact fees shall be as set forth in Section 51.11(D) of the Village Code and shall be calculated in accordance with the number and size of meters, once provided by Owner.

NOTE: An administrative fee of 7.5% is charged together with these fees.

* - Notwithstanding anything to the contrary contained in the Agreement, to the extent any impact fees are calculated on the basis of unit court, square footage, or other measures of intensity, it is understood that such fees will decrease if the intensity of the Project decreases.

CFN: 20240052352 BOOK 34059 PAGE 4043
DATE:01/19/2024 12:47:02 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RECORD AND RETURN TO:

Tony Recio, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

COVER PAGE TO DEVELOPMENT AGREEMENT BY AND BETWEEN S2 NBV, LLC AND NORTH BAY VILLAGE, FLORIDA

(37 PAGES)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5 day of Jan, 2024, by and between S2 NBV, LLC, a Florida limited liability company (the "Owner"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Owner owns the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "High-Density Multi-Family Residential" on the Village's Comprehensive Plan Future Land Use Map and zoned RM-70 "High Density Multiple Family Residential District" pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, on 12-12-23 (the "Commission Approval Date"), by Resolution 2023-163 (the "Approval Resolution") a copy of which is attached as Exhibit "B", the Village Mayor and Commission granted approval pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC") for a multifamily residential project consisting of 94 dwelling units with 177 parking spaces, together with ancillary resident amenities in a 239' 2"-foot building that relies on 22 dwelling units of transferred density and bonus height (the "Project"); and

WHEREAS, the Owner seeks to develop the Property; and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 of the ULDC.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
    a. "Approval Resolution" is defined in the third recital above.
    b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S. in effect as of the Commission Approval Date.
    c. "Site Plan" is that Development plan titled "Marina View" prepared by Charles H. Benson & Associates Architects, P.A., as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.
    d. "Owner" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, and any successors or assigns thereof; provided however that the term "Owner" does not include future fee simple owners of any individual condominium unit within the Project. The Owner is also referred to herein as the "Applicant".

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of Local Government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Owner or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of Local Government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" or "ULDC" means ordinances, rules, and policies in effect as of the Commission Approval Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any Local Government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a Local Government affecting the development of Land and in effect as of the Commission Approval Date. All Laws referenced in this Agreement shall refer to the Law in effect as of the Commission Approval Date.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.

n. "Project" means the development approved pursuant to the Project Approval.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. "Project Validity Period" is defined in Section 7.a.i.

q. "Property" is defined in the recitals.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, parks, and potable water.

s. "Term" is defined in Section 4.a.

3. Intent. It is the intent of the Owner and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

   a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"), provided that Owner may request two one-(1)-year extensions, for a total term of four (4) years, subject to extensions of the Project Approval allowed by law.

   b. The expiration date of the Agreement shall be the date of the expiration of the Term (the "Expiration Date").

   c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Owner to continue the development of the Project.

   d. If the Project Approval (as defined below) expires as provided in Section 7.a.i. of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Owner has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan and the Land Development Regulations.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications) and the applicable provisions of the Comprehensive Plan.

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner pursuant to Section 5.9 of the ULDC):

   a. Topographic survey prepared by Ford Armenteros & Fernandez, Inc. dated February 27, 2023

b. Architectural plans prepared by Charles H. Benson & Associate Architects, P.A., revisions dated March 29, 2023:
    i. GN: rendering, Project Information and Location Map
    ii. A-1: Proposed Site Plan
    iii. A-2 through A-5: Proposed Floor Plans
    iv. A-6: Proposed Roof Plan
    v. A-7: Sections
    vi. A-8 through A-10: Elevations
c. Landscape Plans prepared by Paradelo Burgess Design Studio, LLC, with Holland Engineering, dated October 20, 2023, including notarized Professional Preparer's Statement of Landscape Compliance signed and sealed by Jonathan Burgess dated September 21, 2023:
    i. L-1: Landscape Plan
    ii. L-2: Landscape Details
    iii. L-3: Site Aerial
    iv. L003: Aerial Impact and Existing Trees
d. Civil Engineering Plans prepared by Holland Engineering, dated October 27, 2023 and sealed digitally Susan Holland October 30, 2023:
    i. PM-1: Pavement Marking and Signage Plan Level 1
    ii. PM-2: Pavement Marking and Signage Plan Level 2
    iii. PM-3: Pavement Marking and Signage Plan Levels 3 and 4
e. Traffic Study prepared by NV5 dated September 2023; signed by John Karnowski, P.E. on September 22, 2023 together with responses to comments.

7. Conditions of Approval.

    a. *General conditions*

        i. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Owner must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Owner desires to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

        ii. Owner's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. . Upon termination, the height bonus provided in Paragraph 7(b), shall be forfeit and then Village will retain any payments. If the

Applicant has paid the height bonus community contribution fees in the accelerated manner outlined in Paragraph 7(b), the Applicant shall be credited the amount paid for the height bonus community contribution against future height bonus community contribution fees, if any, in connection with any subsequent development on the Property. This credit shall survive the expiration of this Agreement but shall not "run with the land" and will not accrue to any subsequent purchasers.

iii. Once issued, Owner shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, the height bonus provided in Paragraph 7(b) shall be forfeit and then Village will retain any payments. If the Applicant has paid the height bonus community contribution fees in the accelerated manner outlined in Paragraph 7(b), the Applicant shall be credited the amount paid for the height bonus community contribution against future height bonus community contribution fees, if any, in connection with any subsequent development on the Property. This credit shall survive the expiration of this Agreement but shall not "run with the land" and will not accrue to any subsequent purchasers.

iv. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.

v. Prior to issuance of the Master Building Permit, Owner shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

vi. Owner shall comply with all Site Plan comments, requirements, and conditions contained in this Agreement and the Approval Resolution.

b. *Height Bonus*

i. The maximum base height in the RM-70 zoning district is 150 feet. The Owner has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sections 8.12 and 8.13 of the ULDC. The maximum height bonus results in a building

height of 190 feet (which may be exceeded only through the additional height available with the TDR).

ii. The Owner shall pay the community contribution fees ($282,000) related to the approved bonus height within thirty (30) days of site plan approval by the Village Commission.

iii. No building permit shall be issued by the Village until the Owner has paid all the fees due (equal to $282,000).

iv. In exchange for the payment of the height bonus fee in the accelerated manner established above, the Village will waive all parking space rental fees for street parking adjacent to the Property that is impacted by the construction of the Project for a permit of up to 36 months beginning at the commencement of construction activity that requires the closing of the street spaces.

c. *Density Rights Transfer and Associated Bonus Height*

i. The allocated base density of the Property is 72 dwellings. The Owner has requested to purchase 22 additional dwellings pursuant to Sec. 8.13 of the ULDC through a TDR from Village-owned property located in Harbor Island. 11.8 of the density rights shall be transferred from Vogel Park and 10.2 of the density rights shall be transferred from East Drive/Civic Park, leaving zero (0) density rights in Vogel Park, and 41.5 density rights available for future transfer from East Drive/Civic Park.

ii. Approval of this Application includes additional building height to allow a maximum building height of 239 feet 2 inches to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.

iii. The Owner shall pay a community contribution fee of $65,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,430,000). Notwithstanding any contrary provision in the Land Development Regulations or this Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the 22 transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of the Approval Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval, but cannot be transferred to any other Property.

d. *Workforce Housing.* Pursuant to Section 8.10.1 of the ULDC, created by Ordinance No. 2022-13, if the Project is to offer units for rent, or converts to a rental building within five (5) years of a Certificate of Occupancy, at least 5% of the total number of units in the Project, or five (5) units, as workforce housing serving households with incomes between 60% and 140% of Area Median Income. If the Project is to offer units for rent, a Workforce Housing Covenant shall be executed and recorded by the property owner prior to the first building

permit. If the Project is to offer units for sale, the Certificate of Occupancy shall include a condition that five (5) units shall be reserved for workforce housing serving households with incomes between 60% and 140% of Area Median Income in the event the multifamily residential development converts to a for-rent project within five (5) years of the Certificate of Occupancy.

e. *Landscape, Public Realm, Island Walk Access.*

i. Details and specifications of proposed paving materials shall be submitted, including permeability coefficient for any pervious materials used for driveways, walkways, terraces, etc.

ii. Exterior lighting shall be of the cutoff type, shielded and directed away from adjacent properties and streets.

iii. The Owner shall coordinate with the Village and the 360 Condominium on a strategy and agreement to implement the proposed Island Walk access points through the site, with the goal of increasing accessibility to the waterfront. In the event the Village and 360 Condominium enter into an agreement providing for public Island Walk access to the 360 Condominium property prior to the issuance of a certificate of occupancy for the Project, the Owner shall complete the Island Walk access points depicted on the Site Plan following the issuance of all necessary permits at its sole cost and expense.

iv. Visibility triangles shall be shown on the landscape plan to demonstrate the clear zone for the north/egress driveway.

v. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by screening, walls, hedges, fences or opaque gates.

vi. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.

vii. No objects, trees, or vehicles above 2.5 ft shall be allowed within the sight triangle.

viii. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around propane tanks, A/C units, generators, above ground utilities, and irrigation pumps.

ix. The Applicant shall attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing National Green Building Standard (NGBS) Gold certification for the project, per the selected Green Building Program options shown on Sheet GN-1 of the plan set.

x. Prior to issuance of a building permit, the Applicant will negotiate a use covenant with the Village to hold public events at least once per quarter for community films projected on the south façade of the parking garage. In lieu of entering into a use covenant with the Village for public events involving community films, the Applicant may elect to incorporate an art

wall covering the entirety of the blank portion of the south façade of the parking garage.

f. *Infrastructure/Drainage*

i. Civil engineering plans submitted for permitting shall meet all paving, grading, drainage, water and sewer specifications and requirements.

ii. At the time of application for a Master Building Permit, the Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements.

iii. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.

iv. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

v. Applicant shall provide fixture unit count to support water meter sizing.

vi. Prior to Master Building Permit approval, the Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

vii. Prior to Master Building Permit approval, the Applicant shall provide a detailed construction staging and management plan designed to minimize the negative impact of construction activities on the surrounding neighborhood by reducing, noise, dust, traffic, and other health hazards. At a minimum, the plan shall indicate the traffic circulation pattern for vehicles, cement and dump trucks from the construction site to adjacent streets and arterials and how impacts to residential areas are minimized, as well as addressing the following topics:

1. parking management for construction workers
2. pedestrian safety
3. truck and crane staging
4. utilities access
5. construction hours
6. materials storage

7. construction fencing
8. construction dumpsters
9. life and safety
10. temporary construction signage
11. stormwater, erosion and sedimentation controls

viii. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

g. *Traffic/Circulation/Parking*

i. The Applicant shall submit a breakdown of the number of parking spaces provided by unit size, as required by Sec. 9.3.C.
ii. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
iii. The Applicant shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.
iv. The Applicant shall submit documentation of compliance with the parking garage conversion standards of Sec. 9.3.1.
v. The Applicant shall submit documentation that valet service is provided on a continuous basis, including a valet operations plan and an annually renewed business tax receipt.
vi. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
vii. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
viii. In coordination with Village staff, the Applicant shall provide a narrative clarifying the details of the proposed operation to collect and transfer the trash dumpster from the proposed location to the loading and trash pick-up, including ensuring that garbage collection occurs during off-peak hours.
ix. The loading zone within the first level of the parking garage shall be clearly designated as a passenger and/or van delivery loading zone.
x. The bicycle storage space provided within the parking garage shall provide restricted access for the safety of residents' property. Short-term bicycle parking for visitors may be provide outside of this restricted space.
xi. Exterior loading zones shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement.

h. *Other*

i. All signage shall comply with the restrictions of Chapter 11.

ii. Owner shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Except as otherwise provided in this Agreement, material non-compliance with any of the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 16.

8. Temporary Water and Sewer Moratorium. Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hall Pump Station (No. 23-0002) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources Management, or support Owner's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.

9. Impacted Public Parking Spaces. Up to four (4) public parking spaces will be permanently removed from the public inventory to accommodate the access to the Property. Two (2) spaces will be removed to allow driveway access for the Project. An additional two (2) spaces, for a total of (4) spaces, will be required to be removed in the event the Island Walk access points depicted on the Site Plan are developed. In the event the Owner is not obligated to complete the Island Walk access points depicted on the Site Plan under the terms of Section 7(e)(iii), the Owner shall pay $100,000 ($50,000 per space) to the Village prior to obtaining a Certificate of Occupancy. If the Owner is obligated to complete the Island Walk access points, it will not be required to compensate the Village for any permanently removed parking spaces.

10. Local Development Permits.

a. To the extent required by Law, the Owner may need to apply to the Village for certain additional development permits in order for the Owner to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits may include, but are not limited to:

i. Subdivision plat and/or waiver of plat approvals, if applicable;

ii. Water, sewer, paving and drainage, and other infrastructure permits;

iii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

iv. Building permits;

v. Certificates of occupancy; and

vi. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

11. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the Village agree that the failure of this Agreement to address a particular

permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Owner to develop the Property in a manner that is materially inconsistent with the Project Approval. Owner agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Owner acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Owner's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Owner, in such instance.

12. Impact Fees. Prior to issuance of the master building permit, Owner shall pay any sums then due to Village under applicable law for impact fees as a payment in lieu of impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Owner waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Owner shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this paragraph. Under no circumstances shall the Owner be entitled to a refund of the payment in lieu of impact fees and Owner waives any potential refund of any payments in lieu of impact fees under this paragraph. It is agreed and understood by the parties that no impact fees other than those listed in Exhibit "C" hereto will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Commission Approval Date shall be applied to the development of the Project. The Village and Owner shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

13. Reserved.

14. Enforcement.

    a. Enforcement. Enforcement of this Agreement may be by action in law or equity, including but not limited to specific performance, against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

b. Village's Remedy. In addition to all other available enforcement mechanisms available in law or equity, in each event of Owner's material noncompliance with any of the terms set forth herein or in the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Owner shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Owner's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

c. Owner's Remedies. In the event of the Village's material noncompliance with any of the terms herein or contained in the Project Approval, the Owner shall have the right to pursue all remedies available at law and/or equity, including but not limited to specific performance.

d. Additional Provisions. In the event of any litigation, the losing party shall pay the prevailing party's attorney's fees and costs at all trial and appellate and other levels. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION ARISING HEREUNDER.**

e. Owner's Without Cause Termination Right. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the right to terminate this Agreement without cause at any time by providing the Village with seven (7) days advance written notice ("Termination Notice"). Upon provision of the Termination Notice by Owner and expiration of the 7 day period referenced in the preceding sentence, (i) the Agreement and the Project Approval shall terminate and be null and void; and (ii) neither party shall have any further rights or obligations under the Agreement or the Project Approval, provided that any payments made by Owner to Village under this Agreement before the date of the Termination Notice are non-refundable.

15. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Owner, upon execution of this Agreement.

16. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2022) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Owner or Village.

17. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:
Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

If to Owner at:
S2 NBV, LLC
Attn: Marc Schmulian
18851 NE 29th Avenue, Suite 1011
Miami Beach, Florida 33180

With copies to:
Bercow Radell Fernandez Larkin & Tapanes PLLC
Attn: Graham Penn, Esq.
200 S. Biscayne Boulevard,
Suite 300
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Either party may change its notice address by providing written notice to the other party of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

18. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

19. Entire Agreement. This Agreement and the Project Approval, together with the documents referenced herein and therein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

20. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Owner (and/or its assigns, which may include, but not be limited to master property Owner' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

21. Conflicts. In the event of any conflict between this Agreement and the Approval Resolution, this Agreement shall govern.

22. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

25. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement or the Project Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

Witness #1 Print Name: Leo Cosio
1666 Kennedy Cswy Suite 300 North Bay Village, FL 33141

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 5th day of January, 2024.

Witness #2 Print Name: Aminta Clinton
1666 Kennedy Cswy Suite 300 North Bay Village, FL 33141

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of January, 2024, by Raul Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

OWNER:

In the presence of:

S2 NBV, LLC, a Florida limited liability company,

Witness #1 Print Name: [illegible]
18851 NE 29TH AVE
SUITE 1011
AVENTURA, FL 33180

Print Name: Marc Schmulian
Title: Auth. Rep.
Dated this 5 day of January, 2024.

Witness #2 Print Name: JOHN [illegible]
18851 NE 29TH AVE
SUITE 1011
AVENTURA, FL 33180

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of January, 2024, by Marc Schmulian, as authorized representative of S2 NBV, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 9-20-27

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

RICHARD J. COMISKY
MY COMMISSION EXPIRES 09-20-2027
NOTARY PUBLIC
COMM. # HH 446395
STATE OF FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 7913 West Drive, North Bay Village, Florida

Folio Number(s): 23-3209-001-0013

Legal Description:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a Plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the Parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (PC) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29°11'47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90°00'00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90°00'00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90°00'00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90°00'00"to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90°00'00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said Tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a Triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same may be amended or corrected.

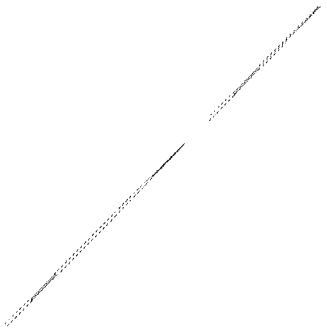


EXHIBIT "B"

APPROVAL RESOLUTION

RESOLUTION NO. 2023-163

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WITH CONDITIONS A SITE PLAN APPLICATION BY S2 NBV, LLC, FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 94 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 22 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY; AND (B) INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES, UP TO A MAXIMUM HEIGHT OF 240 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, S2 NBV Partners, LLC ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, seeking approval of a site plan for a multifamily residential project on an approximately 1.04-acre site, identified by Folio No. 23-3209-001-0013, located at approximately 7913-7915 West Drive, as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject development project consists of 94 for-sale residential units and ancillary indoor and outdoor resident amenities within a 22-story building; plus structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, to achieve the proposed number of units, the Applicant requested to purchase 22 dwellings through a transfer of density rights from Village-owned property, pursuant to Sections 8.10.D.4.d. and 8.13.; and

WHEREAS, the requested transfer of density rights will yield a maximum density no greater than 30% above the base density of 70 units per acre, in compliance with the above-referenced sections; and

WHEREAS, as part of the TDR purchase request, the Applicant intends to utilize additional building height available with the transfer of density rights, up to a maximum of 49 additional feet, to accommodate the additional units; and

WHEREAS, concurrent with the Site Plan review as required in Sec. 8.12 of the ULDC, the Applicant has also requested to purchase up to 40 additional feet of building height from North Bay Village; and

WHEREAS, the maximum permitted building height with bonuses (not including mechanical structures located on the rooftop, which are exempt from the height limitation per Section 8.17.G) is 239 feet and 2 inches; and

WHEREAS, Village staff reviewed the Project and found it largely consistent with the relevant goals, objectives and policies Comprehensive Plan and the pillars articulated in the NBV100 Master Plan, and recommends approval subject to prior approval of a separate variance request to reduce the parking requirement; and other conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-165 and attached hereto as Exhibit "C", which memorializes the transfer of density rights, height bonuses, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on November 15, 2023, the Planning and Zoning Board recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on December 12, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 3. Decision; Conditions. Pursuant to Section 5.8 of the ULDC, the site plan to construct a multifamily, for sale, residential development Project consisting of 94 residential units along with complementary resident amenities, as well as a parking garage (as shown in Exhibit "B"), is hereby approved subject to the following conditions:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Applicant shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Applicant.
5. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Topographic survey prepared by Ford Armenteros & Fernandez, Inc. dated 02/27/2023.
   B. Architectural plans prepared by Charles H. Benson & Associates Architects P.A., revisions dated 03/29/23 (Attachment 3), including:
      1) GN: Rendering, Project Information and Location Map
      2) A-1: Proposed Site Plan
      3) A-2 through A-5: Proposed Floor Plans
      4) A-6: Proposed Roof Plan
      5) A-7: Sections
      6) A-8 through A-10: Elevations
   C. Landscape Plans prepared by Paradelo Burgess Design Studio, LLC with Holland Engineering, Inc., dated 10/20/2023 (Attachment 4), including notarized

Professional Preparer's Statement of Landscape Compliance signed and sealed by Jonathan Burgess and dated 09/21/2023:

1) L-1: Landscape Plan
2) L-2: Landscape Details
3) L-3: Site Aerial
4) L003: Aerial Image and Existing Trees

D. Landscape and Irrigation System Maintenance Guide from September 2023 by Paradelo Burgess Design Studio, LLC, signed and sealed by Jonathan Burges, PLA

E. Civil Engineering plans prepared by Holland Engineering, dated 10/27/23 and sealed digitally by Susan Holland 10/30/2023:

1) PM-1: Pavement Marking and Signage Plan Level 1
2) PM-2: Pavement Marking and Signage Plan Level 2
3) PM-3: Pavement Marking and Signage Plan Levels 3 and 4

F. Traffic Study prepared by NV5, dated September 2023; by John Karnowski, P.E. 09/22/23 (Attachment 5); together with responses to comments.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the transfer of density rights, height bonus and related requirements as approved herein.

Height Bonus (Sec. 8.12):

1. The maximum base height in the RM-70 zoning district is 150 feet. The Applicant has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The request is for a bonus of 40 feet, which will result in a maximum building height of 190 feet, excluding additional height gained from the transfer of development rights per Sections 8.12. and 8.13 of the ULDC (as amended), which shall not exceed 30% of the maximum permitted height of 190 feet, with bonus (see below).
2. As set forth in the Development Agreement, the Applicant shall pay $282,000 in community contribution fees related to the approved bonus height within 30 days of site plan approval by the Village Commission. No building permit shall be issued by the Village until the applicant has paid the fees calculated pursuant to this section.

Density Rights Transfer and Associated Bonus Height:

1. The allocated base density of the Property is 72 dwellings. The Applicant has requested purchase of 22 additional dwellings pursuant to Sec. 8.13 of the ULDC through a transfer of density rights from Village-owned property located in Harbor Island. A total of 11.8 density rights shall be transferred from Vogel Park and 10.2 shall be transferred from East Drive/Civic Park ("Sending Sites"), leaving only zero (0)

density rights available for future transfer from Vogel Park and from 41.5 density rights available for future transfer from East Drive/Civic Park.
2. The Applicant has requested and is entitled to receive approval for additional building height of approximately twenty-six percent (26%) above the maximum permitted building height, not to exceed a total of 239 feet-2 inches including the application of bonuses (but excluding height exceptions per Sec. 8.17.G.) to accommodate the transferred density.
3. The Applicant shall pay a community contribution fee of $65,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,430,000).

Workforce Housing

1. Pursuant to Section 8.10.1 of the ULDC, created by Ordinance No. 2022-13, if the Project is to offer units for rent, or converts to a rental building within five (5) years of a Certificate of Occupancy, at least 5% of the total number of units in the Project, or five (5) units, as workforce housing serving households with incomes between 60% and 140% of Area Median Income. If the Project is to offer units for rent, a Workforce Housing Covenant shall be executed and recorded by the property owner prior to the first building permit. If the Project is to offer units for sale, the Certificate of Occupancy shall include a condition that five (5) units shall be reserved for workforce housing serving households with incomes between 60% and 140% of Area Median Income in the event the multifamily residential development converts to a for-rent project within five (5) years of the Certificate of Occupancy.

Landscape and Public Realm:

1. Details and specifications of proposed paving materials shall be submitted, including permeability coefficient for any pervious materials used for driveways, walkways, terraces, etc.
2. Exterior lighting shall be of the cutoff type, shielded and directed away from adjacent properties and streets.
3. Coordinate with the Village and the 360 Condominium on a strategy and agreement, to be provided to the Village in writing, to implement the proposed Island Walk access points through the site, with the goal of increasing accessibility to the waterfront.
4. Visibility triangles shall be shown on the landscape plan to demonstrate the clear zone for the north/egress driveway.
5. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by screening, walls, hedges, fences or opaque gates.
6. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
7. No objects, trees, or vehicles above 2.5 ft shall be allowed within the sight triangle.
8. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall

be utilized around propane tanks, A/C units, generators, above ground utilities, and irrigation pumps.

9. The Applicant shall attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing National Green Building Standard (NGBS) Gold certification for the project, per the selected Green Building Program options shown on Sheet GN-1 of the plan set.
10. Prior to issuance of a building permit, the Applicant will negotiate a use covenant with the Village to hold public events at least once per quarter for community films projected on the south façade of the parking garage. In lieu of entering into a use covenant with the Village for public events involving community films, the Applicant may elect to incorporate an art wall covering the entirety of the blank portion of the south façade of the parking garage.

Infrastructure/Drainage:

1. Civil engineering plans submitted for permitting shall meet all paving, grading, drainage, water and sewer specifications and requirements.
2. At the time of application for a Master Building Permit, the Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements.
3. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
4. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
5. Applicant shall provide fixture unit count to support water meter sizing.
6. Prior to Master Building Permit approval, the Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
7. Prior to Master Building Permit approval, the Applicant shall provide a detailed construction staging and management plan designed to minimize the negative impact of construction activities on the surrounding neighborhood by reducing, noise, dust, traffic, and other health hazards. At a minimum, the plan shall indicate the traffic circulation pattern for vehicles, cement and dump trucks from the construction site to adjacent streets and arterials and how impacts to residential areas are minimized, as well as addressing the following topics:
   a) parking management for construction workers
   b) pedestrian safety
   c) truck and crane staging
   d) utilities access
   e) construction hours

f) materials storage
g) construction fencing
h) construction dumpsters
i) life and safety
j) temporary construction signage
k) stormwater, erosion and sedimentation controls

8. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit a breakdown of the number of parking spaces provided by unit size, as required by Sec. 9.3.C.
2. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
3. The Applicant shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.
4. The Applicant shall submit documentation of compliance with the parking garage conversion standards of Sec. 9.3.1.
5. The Applicant shall submit documentation that valet service is provided on a continuous basis, including a valet operations plan and an annually renewed business tax receipt.
6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
8. In coordination with Village staff, the Applicant shall provide a narrative clarifying the details of the proposed operation to collect and transfer the trash dumpster from the proposed location to the loading and trash pick-up, including ensuring that garbage collection occurs during off-peak hours.
9. The loading zone within the first level of the parking garage shall be clearly designated as a passenger and/or van delivery loading zone.
10. The bicycle storage space provided within the parking garage shall provide restricted access for the safety of residents' property. Short-term bicycle parking for visitors may be provide outside of this restricted space.
11. Exterior loading zones shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement.

Other:

1. All signage shall comply with the restrictions of Chapter 11.

Prior to issuance of a Certificate of Occupancy

1. The Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	No
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 12th day of December, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 7913-7915 West Drive, NORTH BAY VILLAGE

Folio Number: 23-3209-001-0013

Legal Description:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami–Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a Plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the Parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (PC) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29°11'47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90°00'00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90°00'00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90°00'00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90°00'00"to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90°00'00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said Tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a Triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same may be amended or corrected.

Exhibit "B"
SITE PLAN APPLICATION SET

(Attached)

RENDERINGS



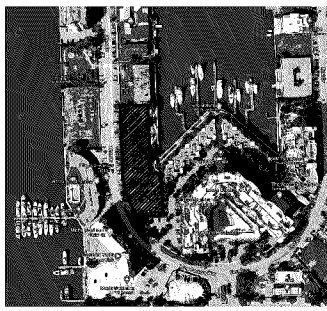
NORTH WEST VIEW

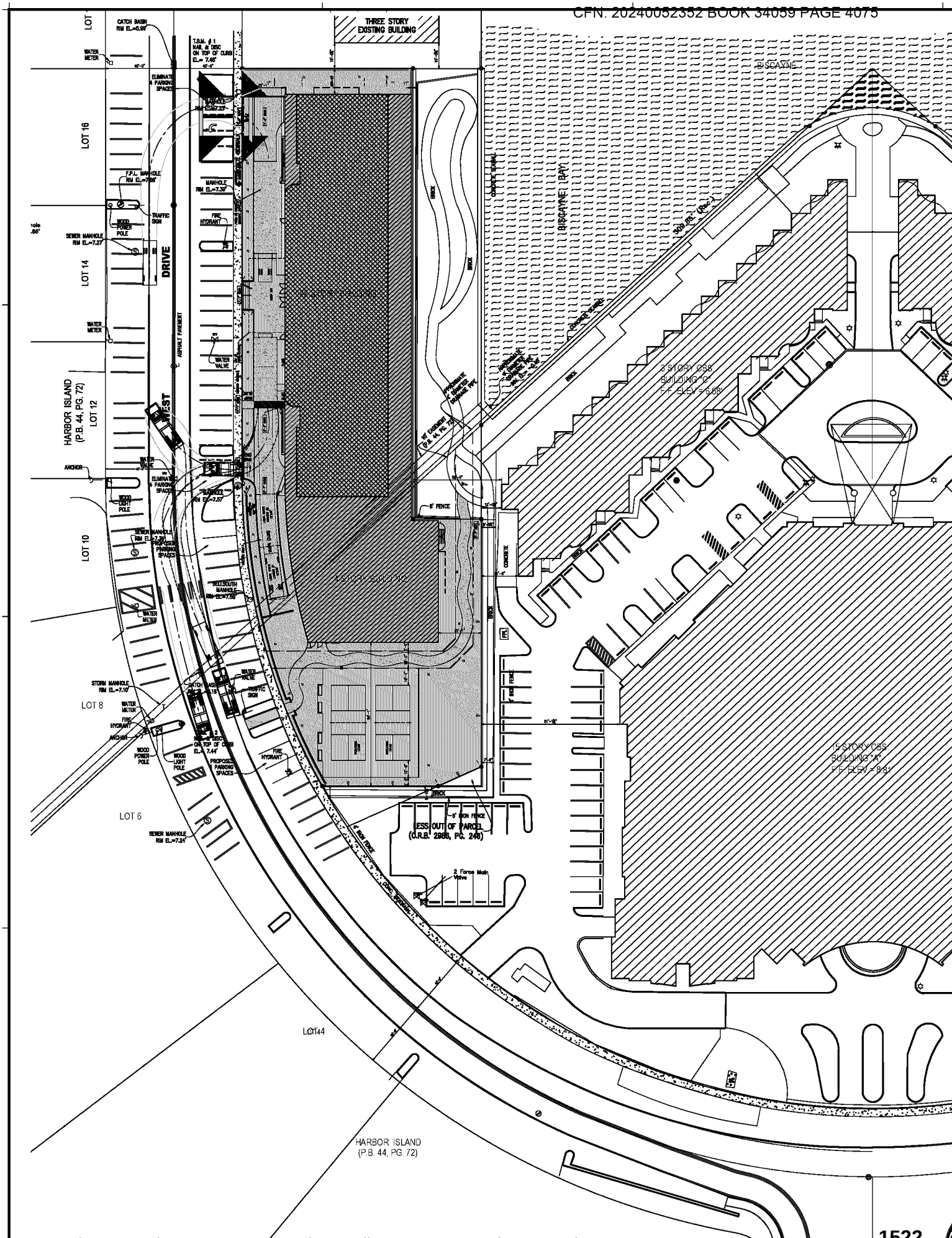


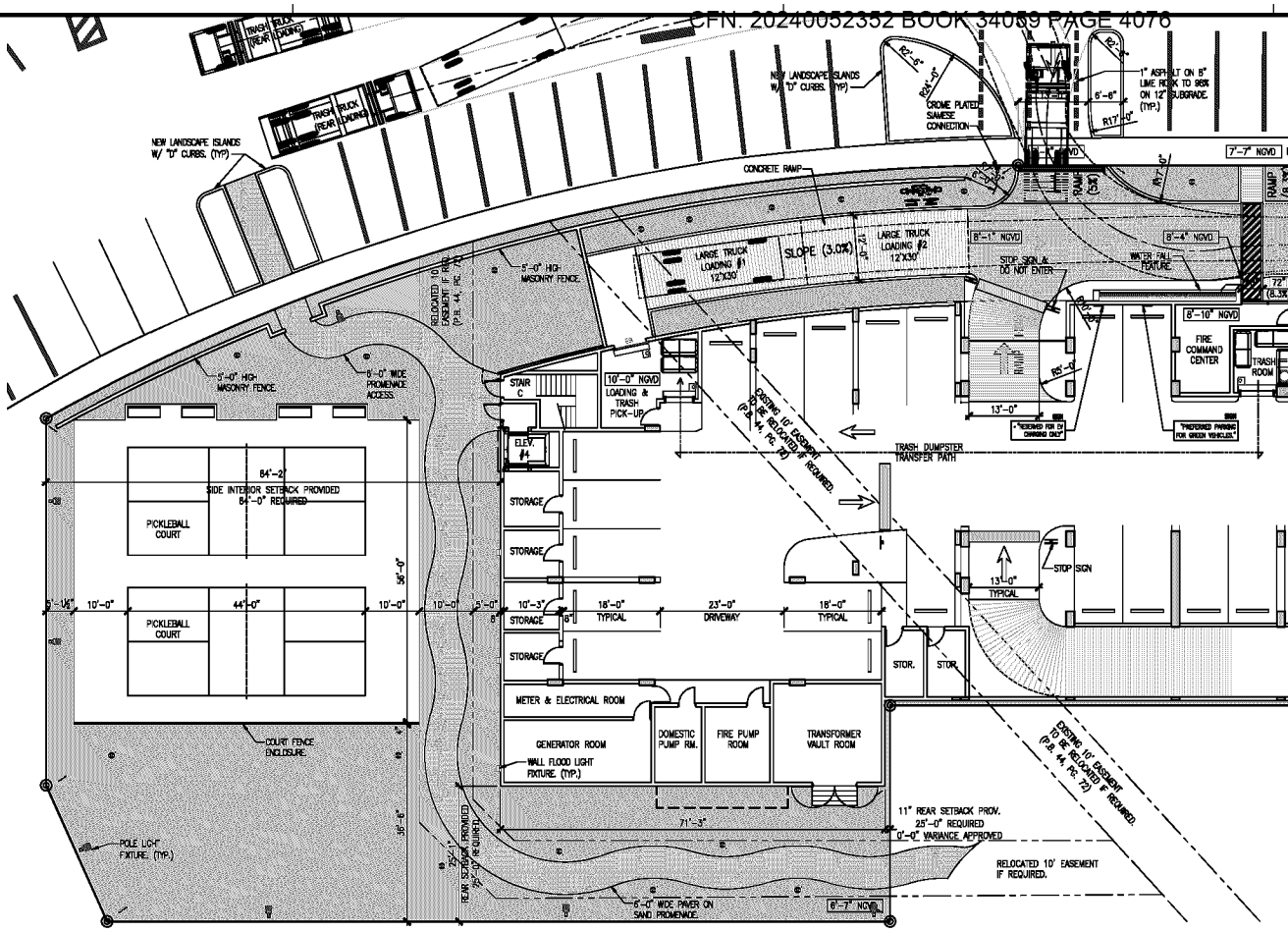
NORTH EAST VIEW

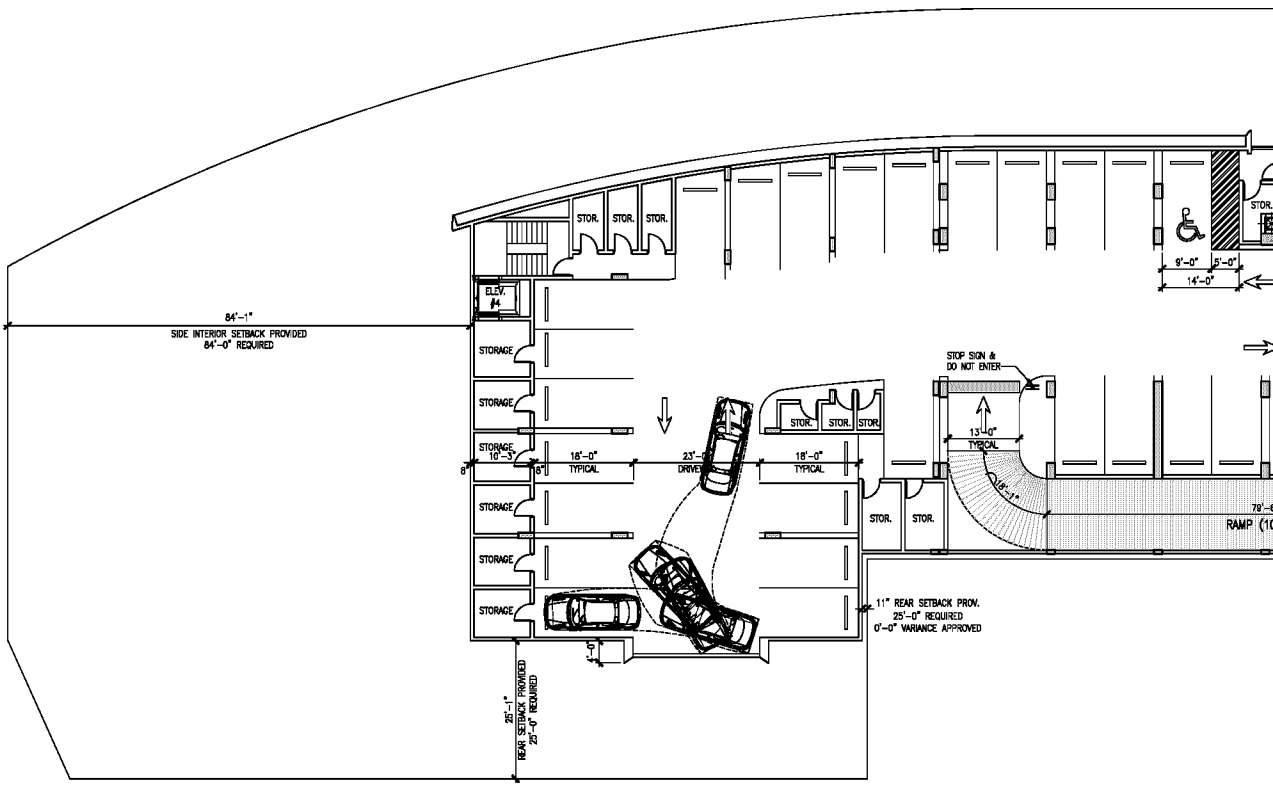


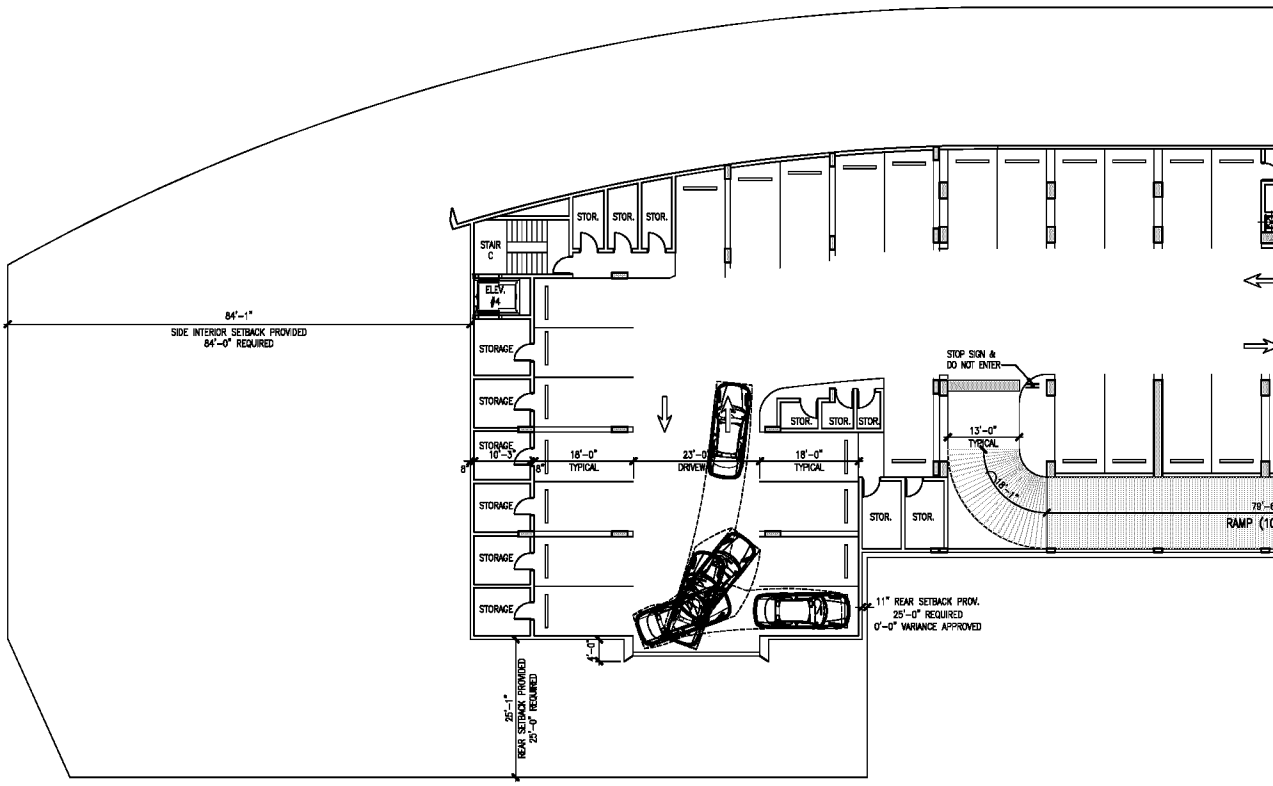
LOCATION MAP

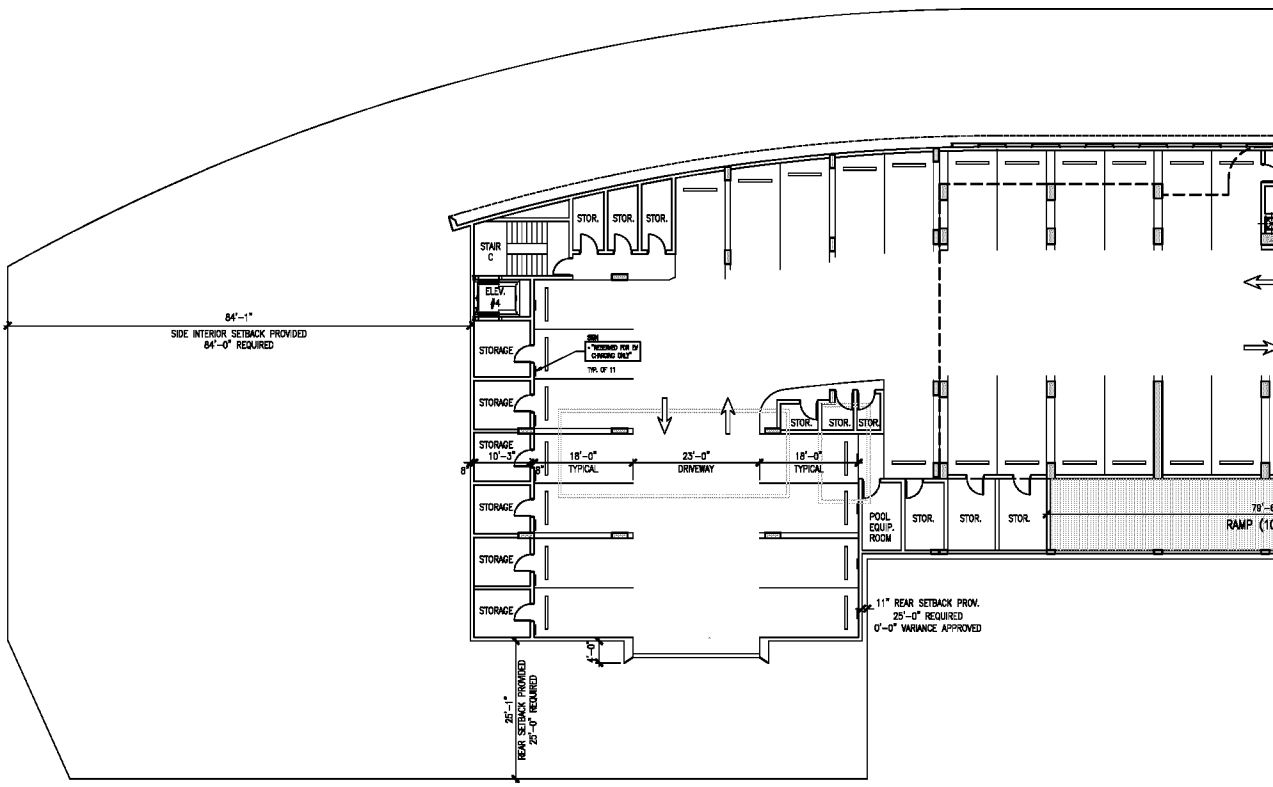


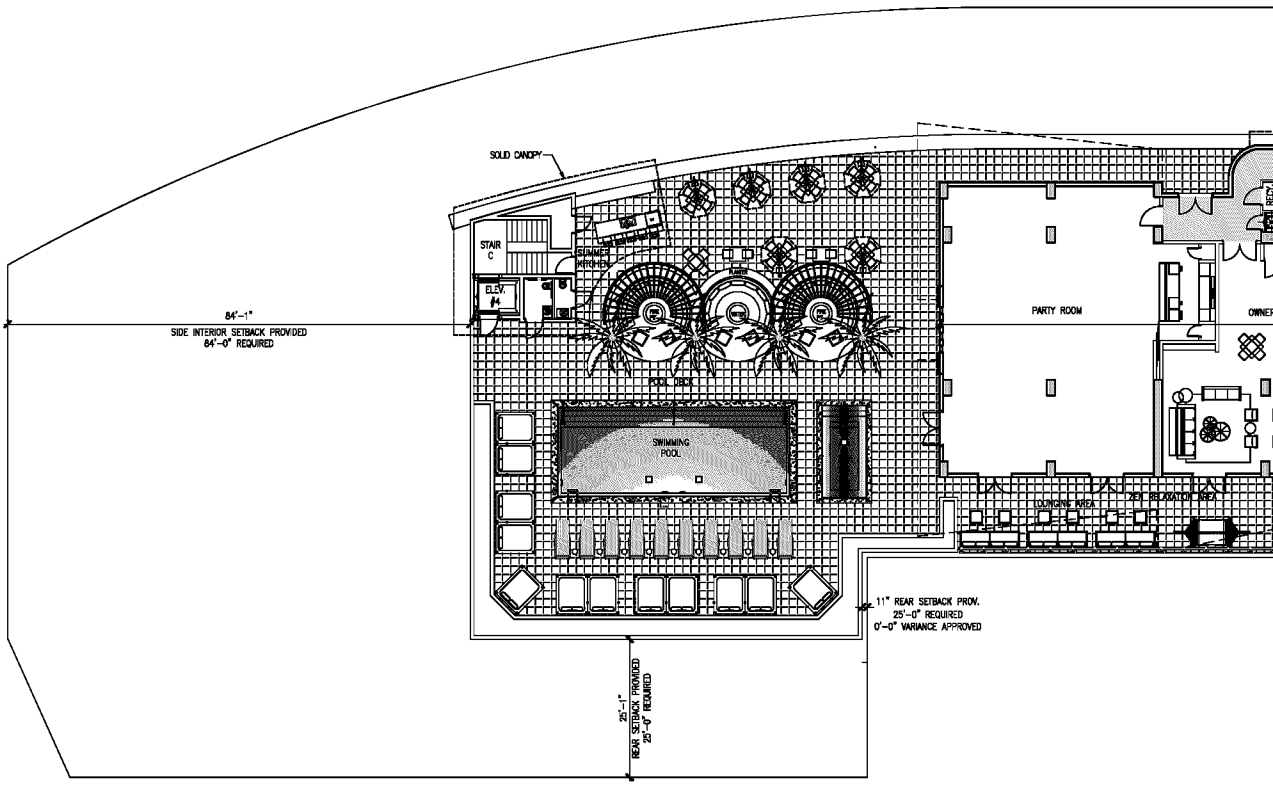

THREE STORY EXISTING BUILDING
BISCAYNE
BISCAYNE BAY
3 STORY CBS BUILDING "C" F.F. ELEV = 8.68'
15 STORY CBS BUILDING "A" F.F. ELEV = 9.81'
4 STORY BUILDING
LESS OUT OF PARCEL (O.R.B. 2988, PG. 248)
HARBOR ISLAND (P.B. 44, PG. 72)
LOT 16
LOT 14
LOT 12
LOT 10
LOT 8
LOT 6
LOT 44
DRIVE
WEST
ASPHALT PAVEMENT
CATCH BASIN
MANHOLE
WATER METER
WATER VALVE
FIRE HYDRANT
TRAFFIC SIGN
WOOD POWER POLE
WOOD LIGHT POLE
ANCHOR
ELIMINATE 4 PARKING SPACES
PROPOSED 4 PARKING SPACES
BRICK
CONCRETE
6' FENCE
5' IRON FENCE
6' IRON FENCE
2 Force Main Valve
SEWER MANHOLE RIM EL.=7.27'
SEWER MANHOLE RIM EL.=7.39'
SOUTH BELL MANHOLE RIM EL.=7.59'
STORM MANHOLE RIM EL.=7.10'
SEWER MANHOLE RIM EL.=7.24'
F.P.L. MANHOLE RIM EL.=7.86'
MANHOLE RIM EL.=7.57'
MANHOLE RIM EL.=7.23'
T.B.M. # 1 NAIL & DISC ON TOP OF CURB EL.= 7.45'
T.B.M. # 2 NAIL & DISC ON TOP OF CURB EL.= 7.44'
CATCH BASIN RIM EL.=7.16'
CATCH BASIN RIM EL.=6.99'
10' EASEMENT (P.B. 44, PG. 72)
SEAWALL
ROCK SEAWALL
RIPRAP
SYSTEM VALVE & WATER RISER
SYSTEM VALVE & WATER RISER
SYSTEM VALVE & WATER RISER

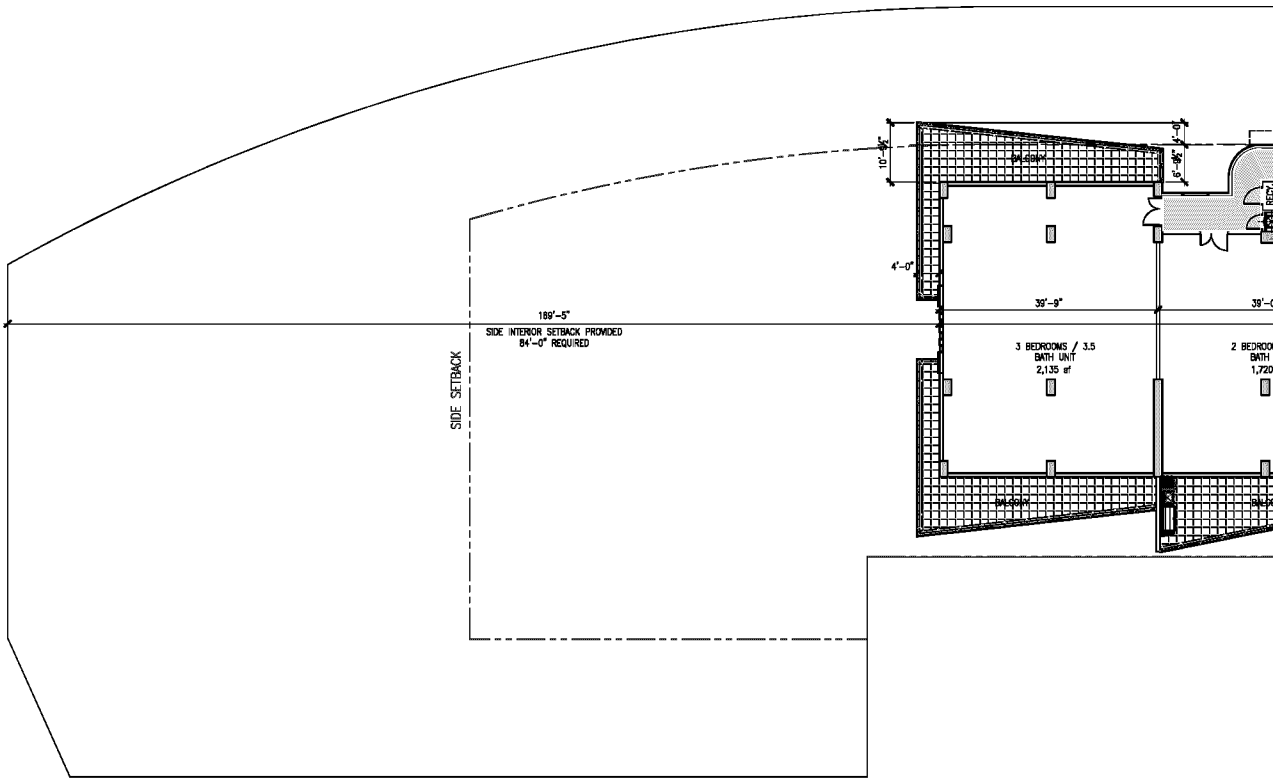

TRASH TRUCK (REAR LOADING)
NEW LANDSCAPE ISLANDS W/ "D" CURBS. (TYP.)
CONCRETE RAMP
SLOPE (3.0%)
LARGE TRUCK LOADING #1 12'X30'
LARGE TRUCK LOADING #2 12'X30'
8'-1" NGVD
8'-4" NGVD
STOP SIGN & DO NOT ENTER
WATER FALL FEATURE
CROME PLATED SIMESE CONNECTION
1" ASPHALT ON 5" LIME ROCK TO 98% ON 12" SUBGRADE. (TYP.)
7'-7" NGVD
8'-10" NGVD
FIRE COMMAND CENTER
TRASH ROOM
5'-0" HIGH MASONRY FENCE
8'-0" WIDE PROMENADE ACCESS.
RELOCATED 10' EASEMENT IF REQ'D. (P.B. 44, PG. 72)
STAIR C
10'-0" NGVD
LOADING & TRASH PICK-UP
EXISTING 10' EASEMENT TO BE RELOCATED IF REQUIRED. (P.B. 44, PG. 72)
TRASH DUMPSTER TRANSFER PATH
ELEV. #4
84'-2"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
PICKLEBALL COURT
PICKLEBALL COURT
96'-0"
44'-0"
10'-0"
STORAGE
10'-3"
18'-0" TYPICAL
23'-0" DRIVEWAY
13'-0" TYPICAL
STOP SIGN
STOR.
METER & ELECTRICAL ROOM
GENERATOR ROOM
WALL FLOOD LIGHT FIXTURE. (TYP.)
DOMESTIC PUMP RM.
FIRE PUMP ROOM
TRANSFORMER VAULT ROOM
71'-3"
11' REAR SETBACK PROV.
25'-0" REQUIRED
0'-0" VARIANCE APPROVED
COURT FENCE ENCLOSURE.
POLE LIGHT FIXTURE. (TYP.)
25'-1"
REAR SETBACK PROVIDED
25'-0" REQUIRED
6'-0" WIDE PAVER ON SAND PROMENADE.
RELOCATED 10' EASEMENT IF REQUIRED.

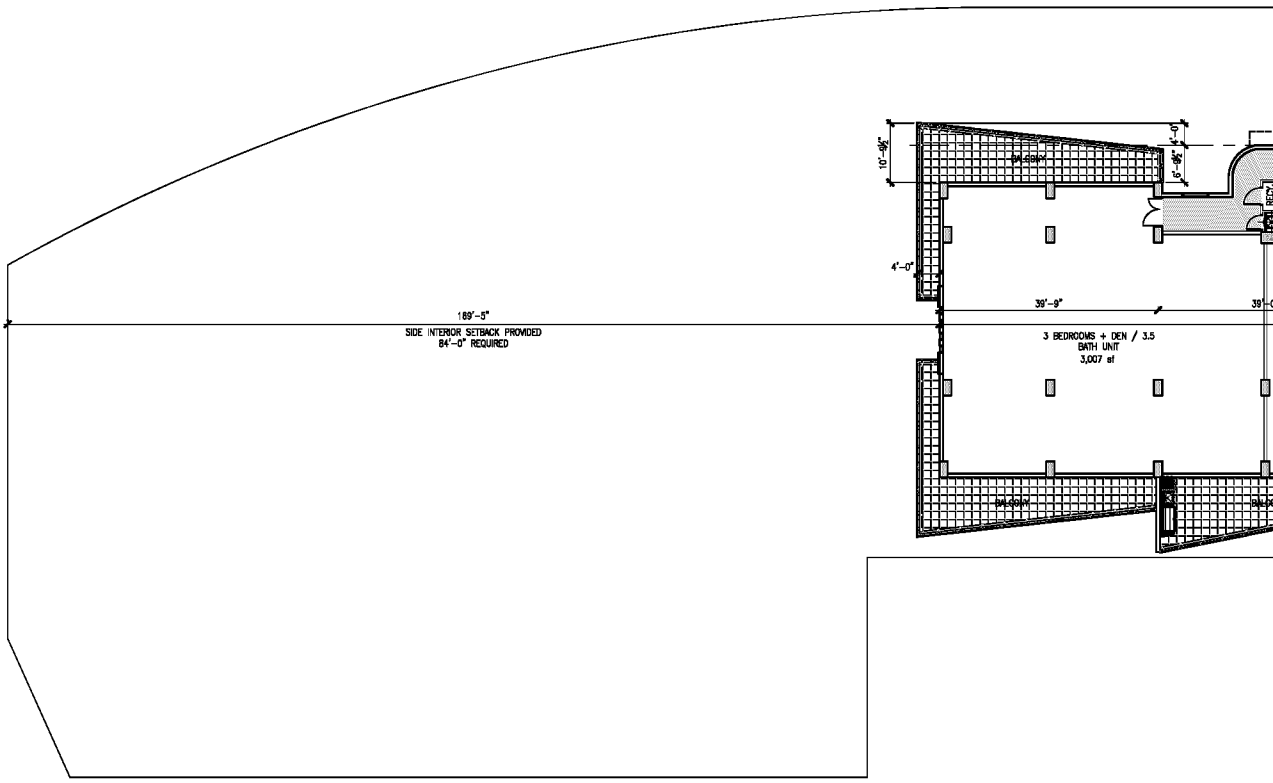

STOR. STOR. STOR.
ELEV. #4
84'-1"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
STORAGE
STORAGE
STORAGE
STORAGE
STORAGE
STORAGE
10'-3"
18'-0" TYPICAL
23'-0" DRIVEWAY
18'-0" TYPICAL
STOR. STOR. STOR.
STOR. STOR.
STOR.
9'-0"
5'-0"
14'-0"
STOP SIGN & DO NOT ENTER
13'-0" TYPICAL
11' REAR SETBACK PROV.
25'-0" REQUIRED
0'-0" VARIANCE APPROVED
25'-1"
REAR SETBACK PROVIDED
25'-0" REQUIRED

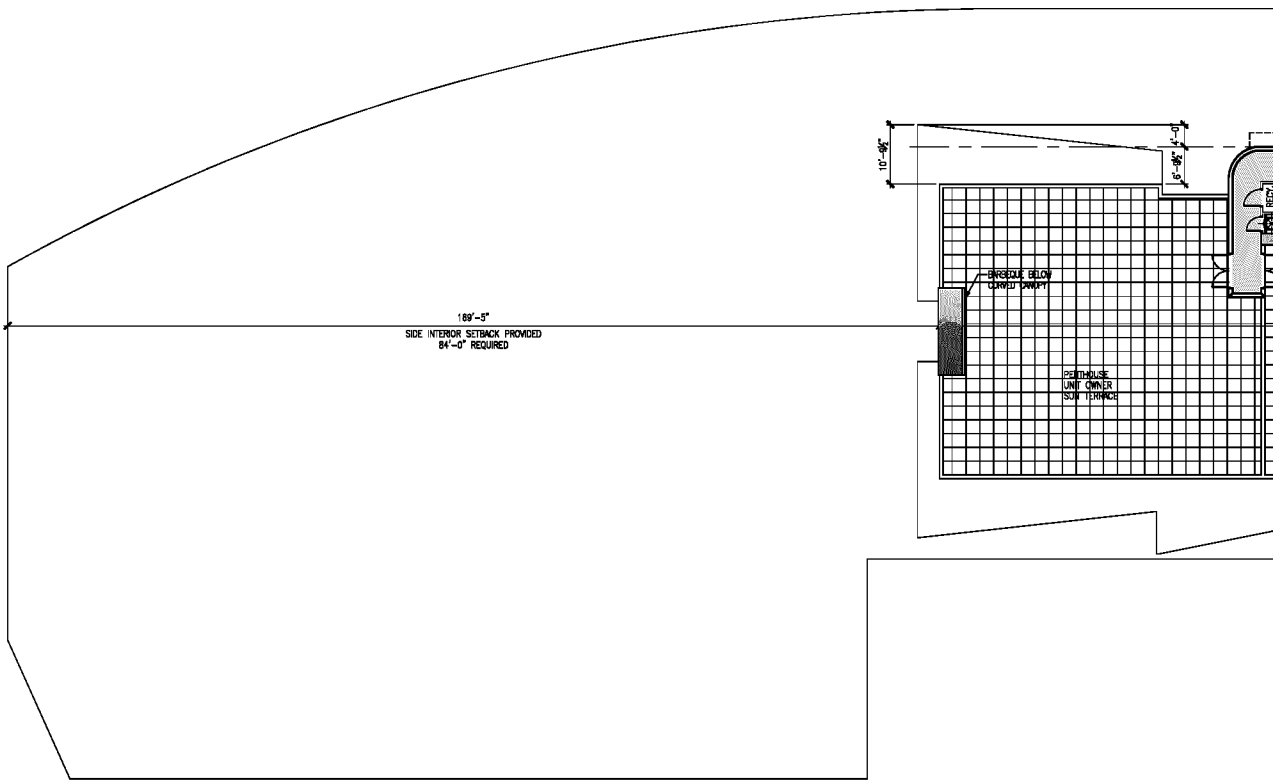

STAIR C
ELEV. #4
STOR.
STORAGE
84'-1"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
STOP SIGN &
DO NOT ENTER
13'-0"
TYPICAL
18'-0"
TYPICAL
23'-0"
DRIVEWAY
RAMP (10
11" REAR SETBACK PROV.
25'-0" REQUIRED
0'-0" VARIANCE APPROVED
25'-1"
REAR SETBACK PROVIDED
25'-0" REQUIRED


STAIR C
ELEV. #4
STOR.
STORAGE
84'-1"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
SIGN
"RESERVED FOR EV
CHARGING ONLY"
TYP. OF 11
18'-0"
TYPICAL
23'-0"
DRIVEWAY
POOL
EQUIP.
ROOM
RAMP (10
11" REAR SETBACK PROV.
25'-0" REQUIRED
0'-0" VARIANCE APPROVED
25'-1"
REAR SETBACK PROVIDED
25'-0" REQUIRED


SOLID CANOPY
STAIR C
SUMMER KITCHEN
ELEV. #4
84'-1"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
POOL DECK
SWIMMING POOL
PARTY ROOM
LOUNGING AREA
ZEN RELAXATION AREA
11" REAR SETBACK PROV.
25'-0" REQUIRED
0'-0" VARIANCE APPROVED
25'-1"
REAR SETBACK PROVIDED
25'-0" REQUIRED


189'-5"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
SIDE SETBACK
10'-0"
4'-0"
39'-9"
3 BEDROOMS / 3.5 BATH UNIT
2,135 sf
BALCONY


189'-5"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
10'-9½"
4'-0"
39'-9"
3 BEDROOMS + DEN / 3.5
BATH UNIT
3,007 sf


189'-5"
SIDE INTERIOR SETBACK PROVIDED
84'-0" REQUIRED
10'-9½"
BARBECUE BELOW
COVED CANOPY
PENTHOUSE
UNIT OWNER
SUM TERRACE

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham and Vice Mayor Dr. Richard Chervony

SUBJECT: **Discussion of the Current Value of the Village's Transfer of Density Rights (TDR) Units - *Sponsored by Mayor Brent Latham and Vice Mayor Dr. Richard Chervony***

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham and Vice Mayor Chervony request feedback from the Village Commission regarding the current unit price of Transfer of Density Rights (TDR) Units.

The current price for TDR units are as follows:

* $65,000 for a project comprised entirely of non-waterfront property; or
* $75,000 for a project with any frontage on a water body.

As with other items in the Village's Fee Schedule, from time to time the Village Commission may want to reassess the appropriateness of a particular fee, potentially raising or lowering the amount.

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.

Attached are a survey of TDR prices from other Miami-Dade municipalities as well as the Village's TDR Pool Tracker, indicating what TDRs have been sold and how many remain from each Village property.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Unknown

PERSONNEL IMPACT
None

ATTACHMENTS
NBV TDR Pool Tracker (Current as of 01.03.24).pdf
Survey of cities w-TDR Program.pdf

North Bay Village
HEART OF THE BAY

January 3, 2024

North Bay Village Transfer of Development Rights Pool Tracker

Table 1

Village-Owned Property with Multifamily Residential Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Maximum Allocated Density @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Remaining/ available Development Rights	Pending Transfer Approvals (requests in the pipeline)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	51.7 units	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	35.9 units	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	50.9 units	None				**50.9**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	44.2 units	None				**44.2**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

North Bay Village
HEART OF THE BAY

January 3, 2024

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

Municipality	TDR Program	Who Can Sell? Public/Private	Sale Price
Sunny Isles	Yes	Private	$5,000 Application Fee
Miami Beach	The City of Miami Beach currently does not have a TDR program. The only way to move development rights is by unity of title or covenant in lieu thereof for abutting parcels. Currently looking at this issue to consider for the future.	N/A	N/A
City of Miami	*VKB no, COM yes.*	For COM- Private properties, though the City owns multiple historic properties which could sell resources. This would need to be via a bid process similar to any other real estate asset, so it isn't a simple process. Always dependent on a building permit associated with a historic property	Have been set at $40,000 each for almost a decade. While few were sold in the past, the real estate market has finally caught up with the fee, and we are considering raising their sales price.) Market rate. The prices are set by the market. Did introduce a requirement that the City be notified of the transaction prices so that the City can monitor the rate. We also introduced a requirement that they be arms-length transactions in order to ensure that they trade at a fair price.
City of Aventura	No TDR Program	N/A	N/A
Village of Bal Harbour	No TDR Program	N/A	N/A
Town of Bay Harbour Islands	Yes	Public/Private	NON-WATERFRONT SITES $100,000 PER DWELLING UNIT, COMMERCIAL MIXED USE SITES $100,000 PER DWELLING UNIT, WATERFRONT SITES $125,000 PER DWELLING UNIT.
Village of Biscayne Park	No TDR Program	N/A	N/A

City of Coral Gables	Yes, a program that can transfer unused square footage (not density) from either a historic property or a newly dedicated public park	Both city-owned and privately-owned historic properties may sell TDRs if they are located in certain designated areas of the city. The City also allows the sale of TDRs from parcels designated for open space that are conveyed to the City to encourage the creation of more parks	Our price is about $40 per square foot but the City has only recently embarked on selling its own TDRs for historic building maintenance.
Town of Cutler Bay	No TDR Program	N/A	N/A
City of Doral	City of Doral has a TDR program established under Chapter 62 of the Land Development Regulations (and cited as "City of Doral TDR Transfer of Development Rights Ordinance." (ord. 2006-04)	Any property in any zoning district, upon specific approval by the City Council, at the council's sole discretion may be eligible as a sender site subject to terms and conditions established under this chapter. 3) Section 62-24 of the LDR establishes the guidelines. City / Private	Transferable development rights from city-owned property. In the case of city-owned sites, calculations will be based on the zoning permissible at the time of incorporation and prior to the city's acquisition of the site for public purposes. A transferable development right for a unit shall be calculated and determined by the permitted density of the sending site. Only whole units may be purchased and transferred to the receiver. All of the foregoing, however, is subject to all limitations set forth herein and in the city's comprehensive plan.
Village of El Portal	No TDR Program	N/A	N/A
City of Florida City	No TDR Program	N/A	N/A
Town of Golden Beach	No TDR Program	N/A	N/A
City of Hialeah	No TDR Program	N/A	N/A
City of Hialeah Gardens	No TDR program	N/A	N/A
City of Homesteaad	No TDR Program	N/A	N/A
Village of Indian Creek	No TDR Program	N/A	N/A
Village of Key Biscayne	No TDR program	N/A	N/A
Town of Medley	No TDR Program	N/A	N/A
City of Miami Gardens	No TDR Program	N/A	N/A
Town of Miami Lakes	Yes, but only in the Town Center zoning district	Private, there are no provisions for town	No price has been established, The TDRs were approved in 2015 and no developer has used them to date. We have no market data available on prospective costs in our area at this time.

Village of Miami Shores	No TDR Program	N/A	N/A
City of Miami Springs	No TDR Program	N/A	N/A
City of North Miami	No TDR Program	N/A	N/A
City of North Miami Beach	No TDR Program	N/A	N/A
City of Opa-locka	No TDR Program	N/A	N/A
Village of Palmetto Bay	Yes, exclusive to the Downtown Urban	N/A	N/A
Village of Pinecrest	No TDR Program	N/A	N/A
City of South Miami	No TDR Program	N/A	N/A
Town of Surfside	No TDR program	N/A	N/A
City of Sweetwater	No TDR Program	N/A	N/A
Village of Virginia Gardens	No TDR Program	N/A	N/A
City of West Miami	No TDR Program	N/A	N/A

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: February 13, 2024

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

FROM: Christian Molina, Legislative Aide

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion Regarding Update on the Island Walk Project - ***Sponsored by Mayor Brent Latham and Commissioner Andy Daro***

RECOMMENDATION
Discuss status update for Island Walk project.

BACKGROUND AND ANALYSIS
A discussion regarding the current status of the Island Walk project and the proposed timeline for openings of existing segments and construction of the project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Island Walk Graphic.pdf
Island Walk Status and Priority List.docx
Timeline_Answer.docx
Kennedy House Island Walk Design Criteria Package.pdf
Islander Club Design Criteria Package.pdf

Existing

In Progress

Existing but Public Access Limited or Denied

No Plans to Connect at Present

1 Parcel Identification #



1535

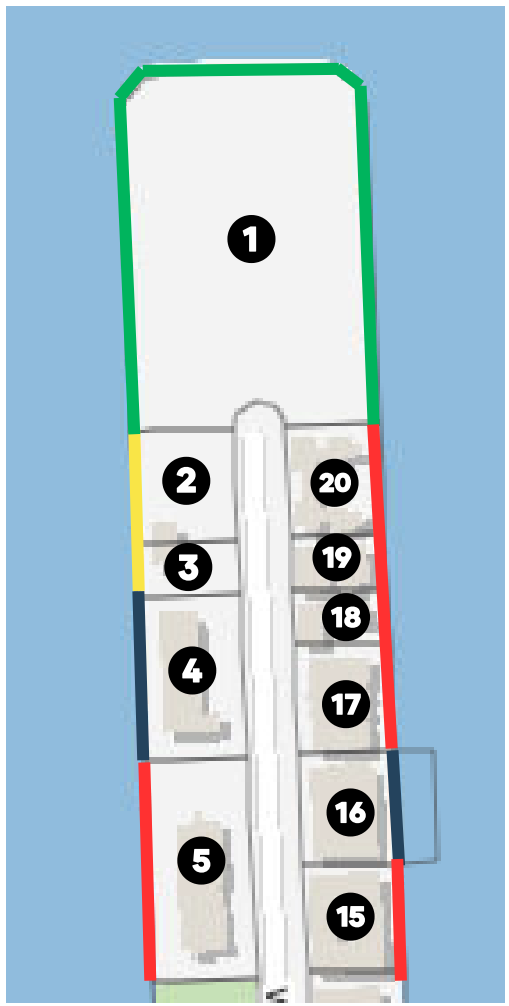
Treasure Island

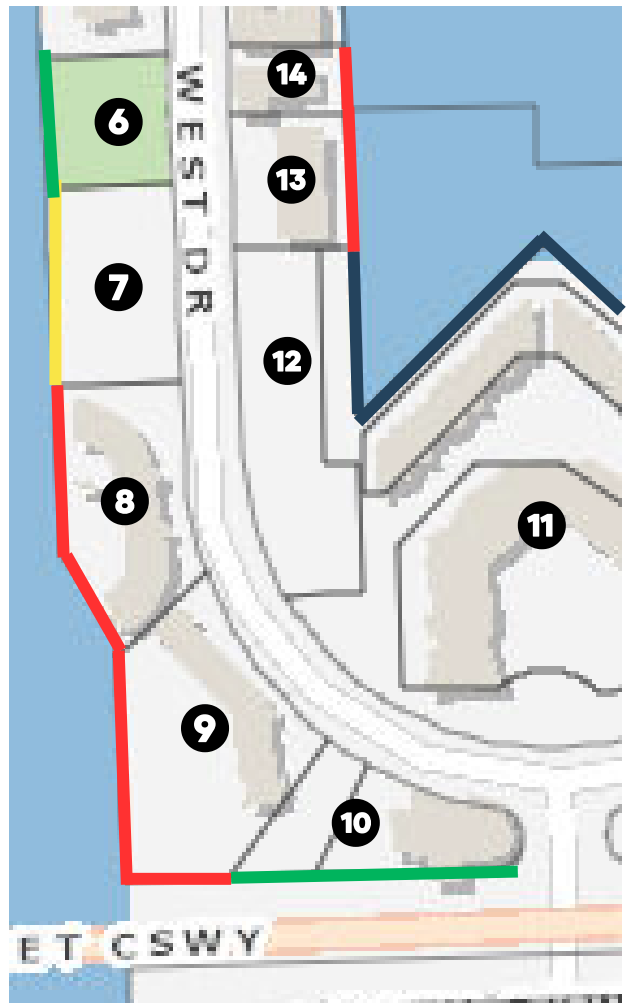
1. **1401 79th St Cswy - Sunbeam**
2. **1415 79th St Cswy - Sunbeam**
3. **1555 79th St Cswy - Sunbeam**
4. **1555 79th St Cswy - Sunbeam**
5. **1601 79th St Cswy - Sunbeam**
6. **1625 79th St Cswy - Bayview**
7. **1665 79th St Cswy - Benihana**
8. **1681 79th St Cswy**
9. **1725 79th St Cswy**
10. **1755 79th St Cswy - Continuum**
11. **1819 - 1855 79th St Cswy - Shuckers**
12. **1865 79th St Cswy - Kennedy House**
13. **1881 79th St Cswy - Bridgewater Condo**
14. **N/A - Island Walk North Plaza**
15. **N/A**
16. **N/A - Island Walk South Plaza**
17. **7601 E Treasure Dr - Grandview Palace**
18. **7545 E Treasure Dr - Carribean Towers**
19. **7525 E Treasure Dr**
20. **7501 E Treasure Dr**
21. **1900 S Treasure Dr - Wake Biscayne Bay**
22. **1880 S Treasure Dr - Treasure Bay Club Condo**
23. **1850-1860 S Treasure Dr**
24. **1830 S Treasure Dr**
25. **1820 S Treasure Dr - Casa Del Rey Condo**
26. **1800 S Treasure Dr**
27. **1790 S Treasure Dr - Bay Village Condo**
28. **1750 S Treasure Dr**
29. **1400 79th St Cswy - Sunbeam**

Harbor Island - West side

- Existing
- In Progress
- Existing but Public Access Limited or Denied
- No Plans to Connect at Present

1 Parcel Identification #





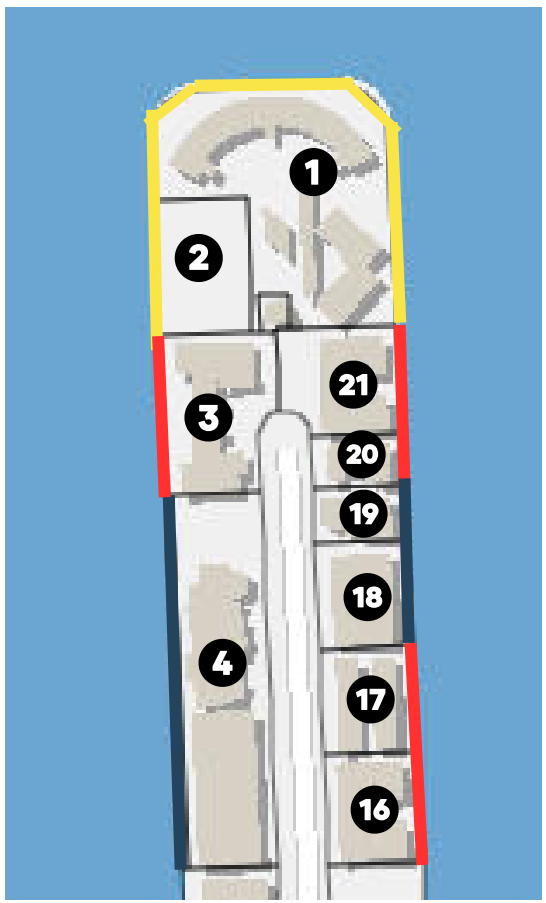
Harbor Island - West

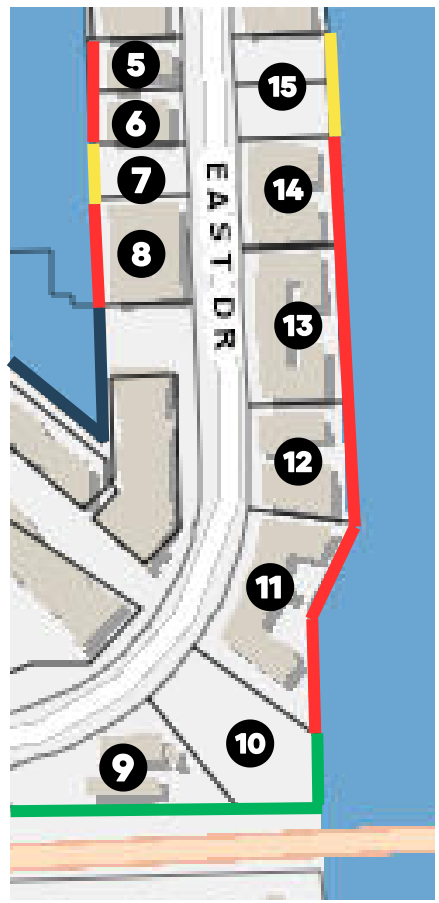
1. **8000 West Dr - MODA**
2. **7940 West Dr**
3. **7938 West Dr**
4. **7934 West Dr - Space 01**
5. **7928 West Dr - Islander Club7940 West Dr**
6. **7920 West Dr - Vogel Park**
7. **7918 West Dr**
8. **7910 West Dr - Gator Harbor West**
9. **7904 West Dr - Bayshore Yacht & Tennis Club**
10. **1335 79th St Cswy - Village Hall**
11. **7900 Harbor Island Dr - 360 Condo**
12. **7913 West Dr *(Land facing bay belongs to 360)**
13. **7917 West Dr**
14. **7921 West Dr - Azure**
15. **7925 West Dr - Valleyview**
16. **7929 West Dr - Blue Bay Tower**
17. **7933 West Dr - Magaluf Towers**
18. **7935 West Dr - West Bay Condo**
19. **7937 West Dr - Jacob Waterfront**
20. **7941 West Dr - Chateau Isle**

Harbor Island - East side

- Existing
- In Progress
- Existing but Public Access Limited or Denied
- No Plans to Connect at Present

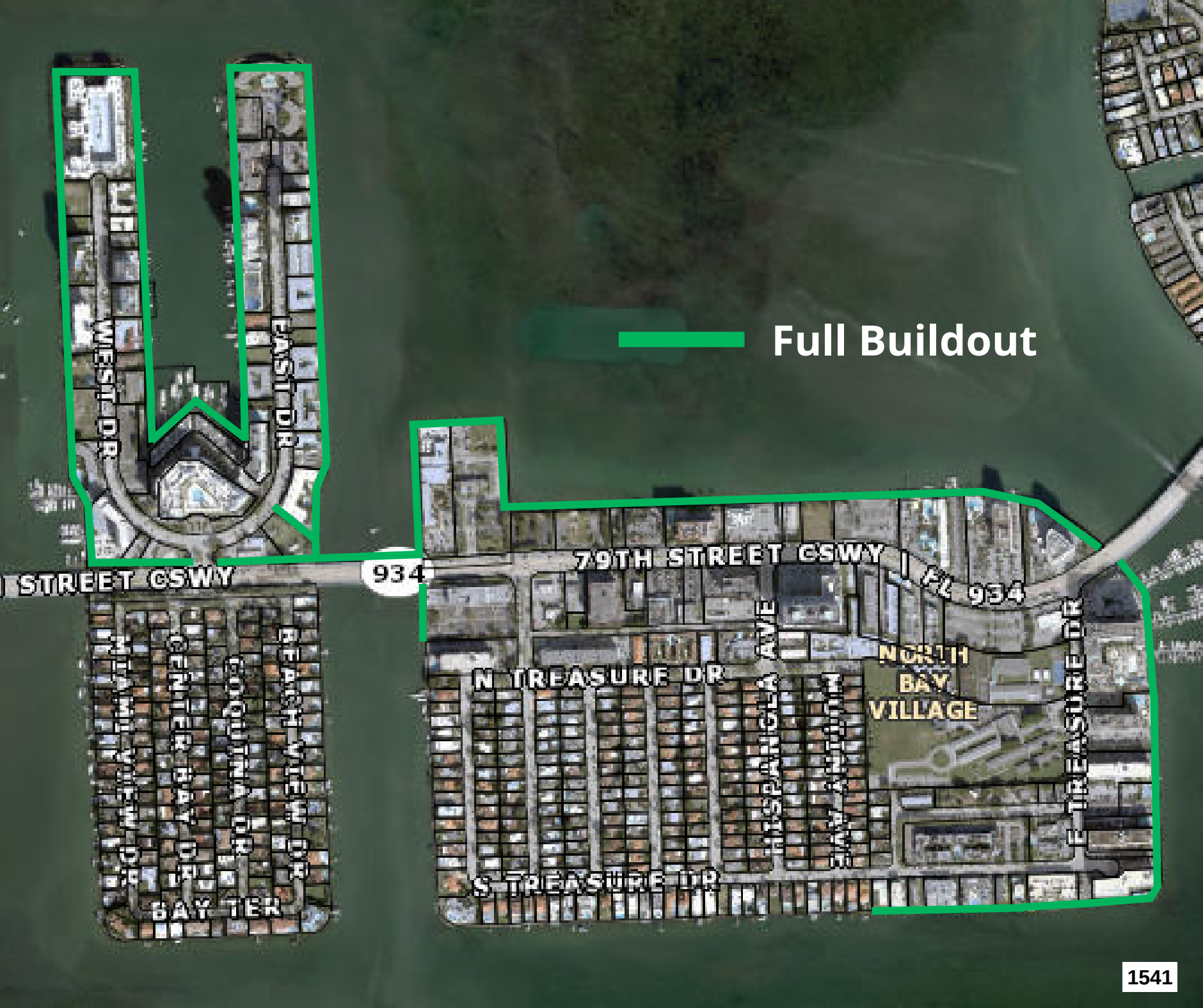
1 Parcel Identification #





Harbor Island - East

1. **8000 East Dr**
2. **8000 East Dr**
3. **7946 East Dr - Majestic Isle**
4. **7930 East Dr - Eloquence on the Bay**
5. **7926 East Dr - Miami Whitehouse**
6. **7924 East Dr**
7. **7922 East Dr**
8. **7920 East Dr - Belle Isle**
9. **1345 79th St Cswy - Shell**
10. **7903 East Dr - Civic Park**
11. **7905 East Dr - Royal Isle**
12. **7909-7911 East Dr**
13. **7915 East Dr - C&D**
14. **7921 East Dr - The Lido**
15. **7922 East Dr**
16. **7921 East Dr - Beachside Hostel**
17. **7931 East Dr**
18. **7935 East Dr - Cielo on the Bay**
19. **7939 East Dr - Adagio**
20. **7941 East Dr**
21. **7945 East Dr - Bays Water**


Full Buildout
WEST DR
EAST DR
STREET CSWY
934
79TH STREET CSWY
934
N TREASURE DR
S TREASURE DR
HISPANIOLA AVE
NORTH BAY VILLAGE
TREASURE DR
BAY TER
1541

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice-Mayor, and Village Commission

From: Legisla?ve Aide Chris Molina

Date: February 1, 2024

Re: Property Priority List

Key:

Exis?ng

In Progress

Exis?ng but Public Access Limited or Denied

No Plans to Connect at Present

Priority List	
Treasure Island	*Status*
17. Grandview Palace 7601 E Treasure Dr	
6. Bayview 1625 79th St Cswy	
7. Bridgewater Condominium 1881 79th St Cswy	
8. 1681 79th St Cswy Former Atlan?c Broadband	Owner considering selling; required if redeveloped
12. Kennedy House 1865 79th St Cswy	Met with board; suppor?ve
18.7545 E Treasure Dr - Carribean Towers	RM 70 zoning; required if redeveloped
19. 7525 E Treasure Dr	RM 70 zoning; required if redeveloped
20. 7501 E Treasure Dr	RM 70 zoning; required if redeveloped
21. 1900 S Treasure Dr - Wake Biscayne Bay	RM 70 zoning; required if redeveloped
22. 1880 S Treasure Dr - Treasure Bay Club Condo	RM 40 Zoning; could be required as part of RM 40 rezoning process
23. 1850-1860 S Treasure Dr	RM 40 Zoning; could be required as part of RM 40 rezoning process
24. 1830 S Treasure Dr	RM 40 Zoning; could be required as part of RM 40 rezoning process
25. 1820 S Treasure Dr - Casa Del Rey Condo	RM 40 Zoning; could be required as part of RM 40 rezoning process
26. 1800 S Treasure Dr	RM 40 Zoning; could be required as part of RM 40 rezoning process
27. 1790 S Treasure Dr - Bay Village Condo	RM 40 Zoning; could be required as part of RM 40 rezoning process

28. 1750 S Treasure Dr	RM 40 Zoning; could be required as part of RM 40 rezoning process
Harbor Island – West	
4. Space 01 – 7934 West Dr	
16. Blue Bay Towers – 7929 West Dr	
11. 360 Condominium - 7900 Harbor Island Dr	
2. 7940 West Dr	
3. 7938 West Dr	
5. 7928 West Dr	
8. Gator Harbor West - 7910 West Dr	Owners not suppor?ve at present
9. Bayshore Yacht & Tennis Club – 7904 West Dr	Can be nego?ated as part of Village Hall Parking Nego?a?ons
13. 7917 West Dr	
14. 7921 West Dr - Azure	
15. 7925 West Dr – Valleyview	
17. 7933 West Dr - Magaluf Towers	
18. 7935 West Dr - West Bay Condo	
19. 7937 West Dr - Jacob Waterfront	
20. 7941 West Dr - Chateau Isle	
Harbor Island – East	
4. Eloquence on the Bay – 7930 East Dr	
18. Cielo on the Bay – 7935 East Dr	
19. Adagio – 7939 East Dr	
3. Majes?c Isle – 7946 East Dr	
5. Miami Whitehouse – 7926 East Dr	
6. 7924 East Dr	
7. 7922 East Dr	
8. 7920 East Dr - Belle Isle	
11. 7905 East Dr - Royal Isle	
12. 7909-7911 East Dr	
13. 7915 East Dr - C&D	
14. 7921 East Dr - The Lido	
15. 7922 East Dr	
16. 7921 East Dr - Beachside Hostel	
17. 7931 East Dr	
20. 7941 East Dr	
21. Bays Water – 7945 East Dr	

Approved or Completed Segments	
Treasure Island	*Status*
1-5, 29. Sunbeam – 1400 -1601 79 St Cswy	
9. 1725 79th St Cswy – Vacant Lot next to Atlan?c Broadband	Parcel under contract; would need to include Island Walk as part of development
10. Con?nuum - 1755 79th St Cswy	Site Plan approved including Island Walk
11. Shuckers - 1819-1855 79th St Cswy	Site Plan approved including Island Walk
7. Benihana	

14. Island Walk North Plaza	Under construc?on
16. Island Walk South Plaza	
Harbor Island – West	
7. 7918 West Dr	Site Plan approved including Island Walk
12. 7913 West Dr	Site Plan approved including Island Walk
1. MODA	
6. Vogel Park	
10. Village Hall	Not on water but open access
Harbor Island – East	
9. 1345 79th St Cswy - Shell	Not on water but open access
10. 7903 East Dr - Civic Park	Under design for more formalized walkway

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice-Mayor, and Village Commissioners

From: Legisla?ve Aide Chris Molina

Date: February 1, 2024

Re: Island Walk Strategy Timeline

This memo provides an update on the Island Walk project and regarding the proposed and expected ?meline for the Island Walk outreach, including the compila?on of relevant documents and files related to any and all proper?es linked to the Island Walk as well as a realis?c expecta?on of a ?meline to expect.

Timeline

1. The Village Clerk s office is projec?ng to complete document compila?on at an average of 4-5 proper?es per week.
2. The Village A?orney s office will review documents and determine legal standing (1 property per week; approximately 9 proper?es need to be reviewed at current).
3. Staff will meet internally about property that has been legally reviewed (Same week).
4. The Village A?orney s Office and Village Manager will conduct individual mee?ngs, as needed, with Village Commission on legal op?ons on specific proper?es and staff recommenda?on on the property in ques?on. (Same week).
5. As appropriate, send le?ers proposing mee?ngs with property owners (Same week). It is an?cipated that mee?ngs can be scheduled as early as mid-March.
    a. It is currently expected that we will meet with 2-4 proper?es a month.

Important Things to Note

1. Chris will con?nue to provide regular updates as the Project Lead.
2. Commission Members will be updated individually before Commission mee?ngs.
3. Chris will be in charge of answering all ques?ons related to the Island Walk



KENNEDY HOUSE CONDOMINIUM

ISLAND WALK
DESIGN CRITERIA PACKAGE

MIAMI, FLORIDA • MAY, 2023

DRAFT FOR REVIEW





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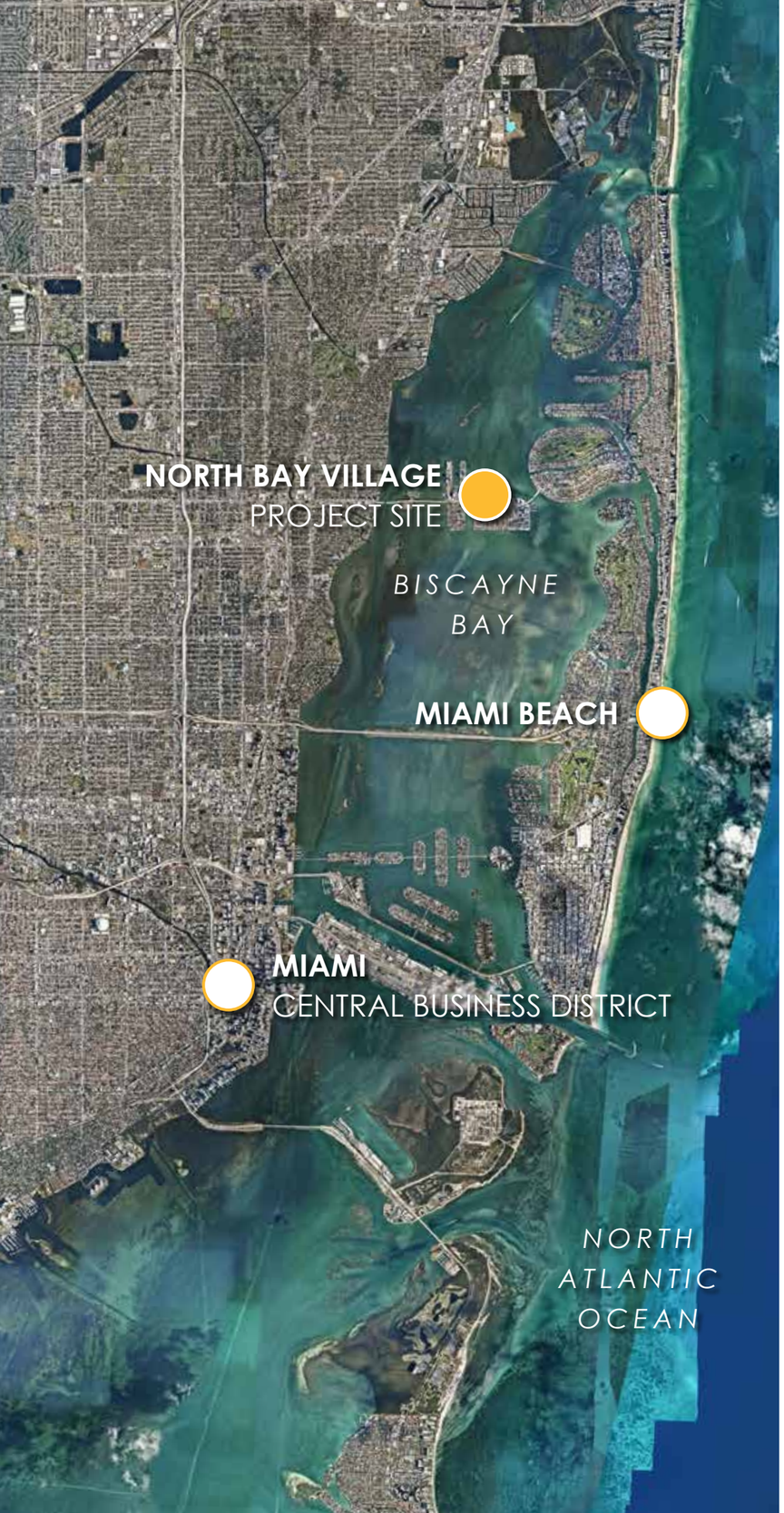


A PROJECT CONTEXT

Located between Miami and Miami Beach, North Bay Village is comprised of three island communities: North Bay Island, Harbor Island, and Treasure Island. Prior to 1940, most of what is now North Bay Village lay beneath the waters of Biscayne Bay. During the early-to-mid 1940s, significant dredging, bulk heading, and filling gave surge to North Bay Village, paving the way for the expansion of Harbor Island and Treasure Island, both of which are primarily developed with multi-family and single-family dwelling structures.

In recent years, North Bay Village has drawn attention as a result of its beautiful views of Biscayne Bay and its central location, connecting Miami to Miami Beach along the John F. Kennedy (NE 79th Street) Causeway. The North Bay Village Island Walk project study site is located along the north shoreline of North Bay Village, from the 1415 Parcel East to the Miami Beach - 79th Street Causeway Bridge West, extending approximately 3,500 linear feet. The project limits are also outlined in the Conceptual Design drawings, dated September 15, 2017 and November 12, 2015, prepared by previous consultants, Coastal Systems International, Inc.

KEY FEATURES

NBV Island Walk Project Site (+/- 18.27 acres)	
Kennedy House Condominium Island Walk Project Study Site	
Parcel Boundary	
Surface Parking	1
Miami Speedboat Adventures	2
Shucker's Waterfront Bar & Grill	3
Kennedy House Condominium	4
Bridgewater Condominium	5

CONTEXT MAP

Harbor Island*	A
+/- 1.81 miles (9,567 FT)	
Treasure Island *North of Kennedy**	B
+/- 0.81 miles (4,296 FT)	
Treasure Island *South of Kennedy**	C
+/- 0.45 miles (2,400 FT)	

**Segment lengths are approximate only, as provided in the NBV100 Master Plan, published April 10, 2020.*

BISCAYNE BAY

CONTEXT MAP

BISCAYNE BAY

A

B

INSET

C

1

2

3

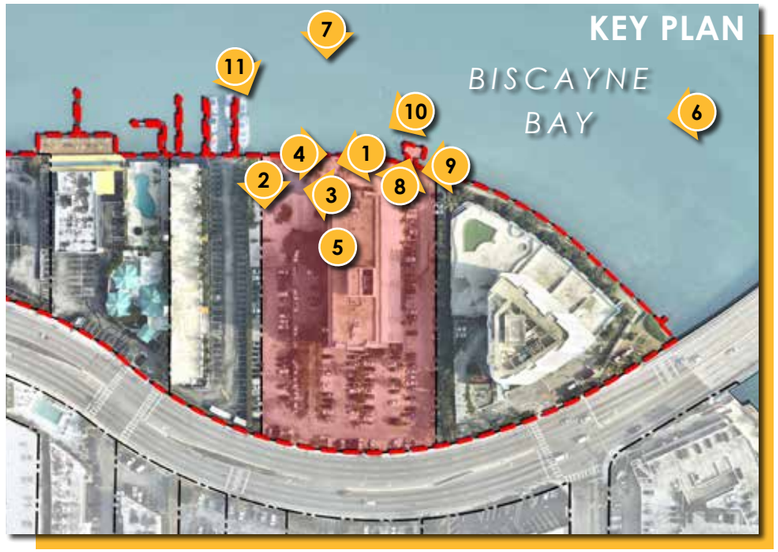
4

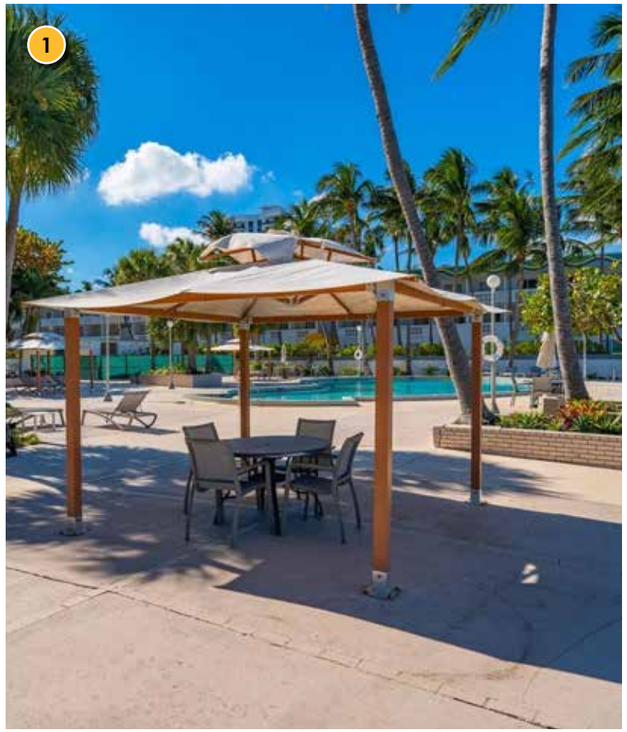
5

KENNEDY CAUSEWAY

EAST TREASURE DRIVE

EXISTING SITE CHARACTER
PROJECT CONTEXT













KEY FEATURES

Pool Deck Shade Structure	1
Landscape Furnishings (Inc. Tables, Chairs, Loungers, Etc.)	2
Pool Deck	3
Iron Fence Railing	4
Kennedy House Condominium Pool Deck (Plan View)	5
Kennedy House Condominium (Aerial)	6
Kennedy House Condominium (Aerial)	7
Private Recreational Dock	8
Landscape Planter	9
Existing Seawall	10
Shucker's Waterfront Bar & Grill	11


6


7


8


9
33489 | © Miami MLS® 2023


10


11



B PROGRAM & CRITERIA

The Island Walk easement should be 15-feet wide, and located immediately adjacent to the seawall along the edge of the riparian right-of-way, unless otherwise specified. There are three primary zones within this easement:

- Circulation Zone 9-feet wide
- Passive Zone 3-feet wide
- Safety Zone 3-feet wide

The **Circulation Zone** is located in the center of the easement and should be 9-feet wide, acting as the primary path and hardscape zone for passive and active uses. The path will be bi-directional. The Circulation Zone will be paved with a distinctive design to create a strong sense of place unique to the Island Walk.

Located along the upland side of the Circulation Zone is a 3-foot wide **Passive Zone**. This zone will typically consist of benches, low planters, trees, light fixtures, bollards, and other appropriate site furnishings.

Located along the waterside of the Circulation Zone, there is a 3-foot wide **Safety Zone**. To minimize the need for railings and walls along the Circulation Zone, the Safety Zone allows for planting beds and other landscape treatment to distinguish and alert pedestrians that an edge is approaching.

The proposed Island Walk Design depicted is intended to provide visual examples of how key landscape components can be successfully used together at various scales to create an ideal landscape for the Kennedy House Condominium. All preliminary designs and materials must be approved by the NBV P&ZB.



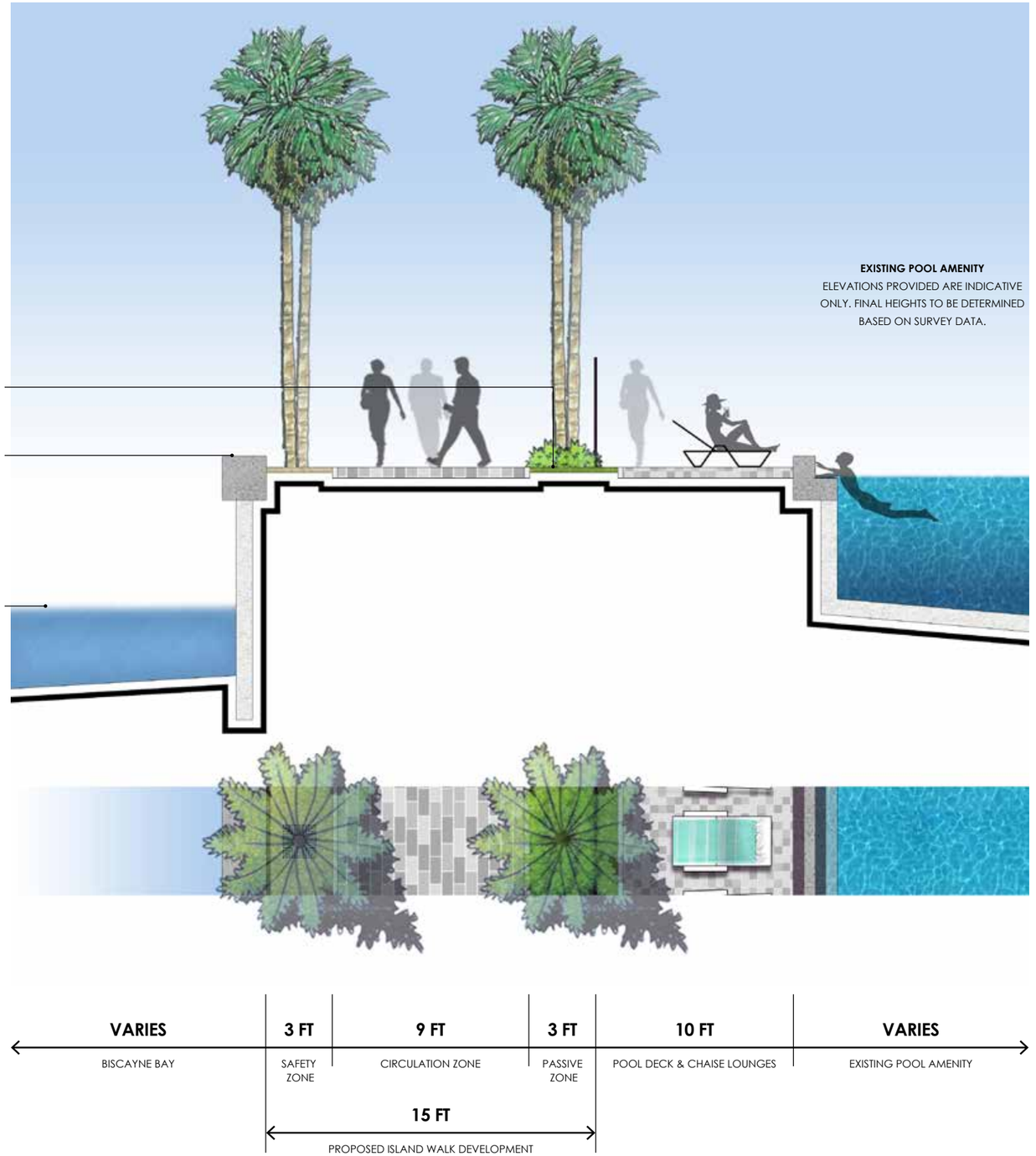


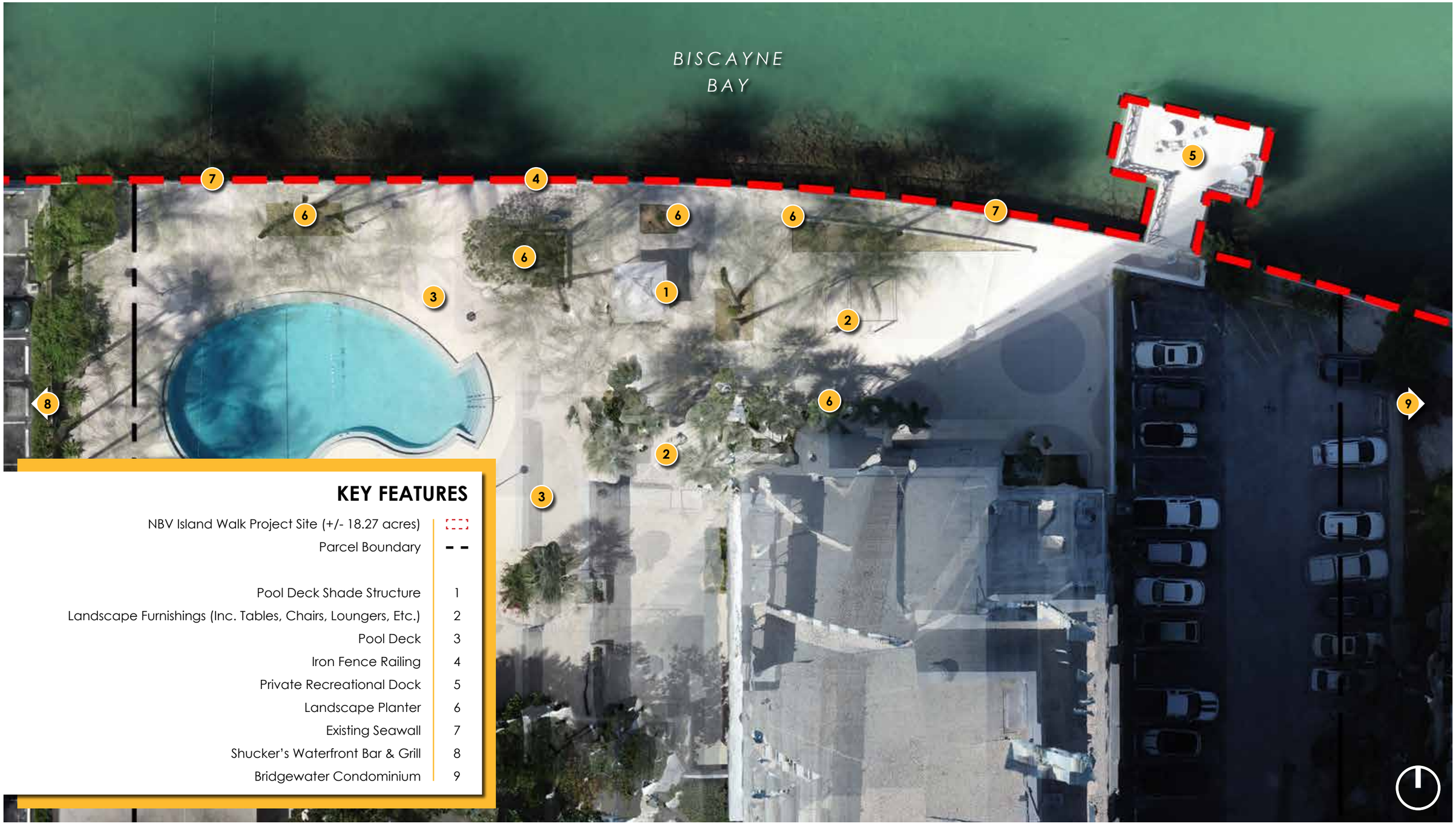




PREFERRED OPTION LINEAR PATHWAY







KEY FEATURES

NBV Island Walk Project Site (+/- 18.27 acres)	⬚
Parcel Boundary	– –
Pool Deck Shade Structure	1
Landscape Furnishings (Inc. Tables, Chairs, Loungers, Etc.)	2
Pool Deck	3
Iron Fence Railing	4
Private Recreational Dock	5
Landscape Planter	6
Existing Seawall	7
Shucker's Waterfront Bar & Grill	8
Bridgewater Condominium	9



KEY FEATURES

NBV Island Walk Project Site (+/- 18.27 acres)	
Parcel Boundary	
Proposed Island Walk Development (15 FT)	1
Safety Zone (3 FT)	2
Circulation Zone (9 FT)	3
Passive Zone (3 FT)	4
Existing Pool Amenity	5
Access Gate To/ From Island Walk to Pool Deck (Private)	6
Public Recreational Dock	7
Proposed Seawall Enhancements	8
Modified Surface Parking & Landscape Buffer	9

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NORTH BAY VILLAGE
ISLAND WALK
DESIGN CRITERIA PACKAGE

MIAMI, FLORIDA • DECEMBER, 2020

PAGES EXTRACTED FOR REFERENCE ONLY

HARDSCAPE & SOFTSCAPE TREATMENT

Hardscape treatments should be consistent with existing North Bay Village public open space and landscape areas and should be complimentary to adjacent surface treatments. Hardscape treatments may include pavers, colored concrete, stone, timber, and others, while ensuring all treatments are permeable. In specialty areas, such as the Safety Zone, hardscape treatment should include safety features such as, tactile warning texture, truncated dome treatment as required by City planning code, and others. Treatment within the circulation zone should add visual character to the Island Walk, while providing ADA accessibility and smooth surfaces for various use types.

The Softscape treatment alongside the Island Walk will be unified as an overall cohesive palette. Salt-tolerant native and Florida friendly plants are strongly encouraged, as are low maintenance species. Emphasis will be placed on selecting the right plant for the right location, thereby creating landscapes that are low maintenance without the need for excessive irrigation, maintenance or pruning.

Where appropriate, measures should be taken to reduce and limit the amount of water used for irrigation purposes. Where possible, reclaimed water should be utilized for necessary irrigation. Plant and softscape landscape recommendations provided favor low maintenance and water dependent approaches. Only micro-spray and drip irrigation systems should be used to encourage water efficiency.

Lawn and Turf areas will be discouraged and limited to meaningful application and purpose; only turf-type grasses appropriate to the region should be allowed.

Trees and plantings may be placed in all Zones of the Island Walk, however, plantings placed within the Circulation Zone should not reduce the overall width of the walkway to less than 12-feet.

MATERIAL & FINISH

Materials, colors, and finishes should be consistent with existing North Bay Village public open spaces and landscape environments. The selection of appropriate palettes should be approved by the NBV P&ZB and seek to foster a strong community identity constant with the North Bay Village brand. Additionally, all surface treatments should be permeable and align with the direction outlined within the NBV100 Master Plan.

Wherever appropriate, materials, colors, and finishes should reflect Florida's cultural, ecological, and historic assets. Preference should be given to natural materials such as shell, stone, and/or wood, and those that have low albedo for a comfortable site experience. Materials should be durable, require low maintenance, and be sustainably and locally sourced where possible. Additionally, they must be able to withstand and perform well in a coastal, saline environment. Materials should comply with ADA accessibility standards, and their selection should consider user comfort in a temperate climate.













LANDSCAPE FURNISHINGS

Landscape furnishings should be selected for their durability and performance in coastal environments, as well as their sustainability. Furnishings may include benches, trash receptacles, handrails, water fountains, fitness station equipment, overhead canopies, shade structures, pet stations and others. All furnishings, if proprietary, should be installed per the supplier's specifications and/or under the supervision of the site structural engineer.

Preference will be for designs that are simple and contemporary; period designs or overly stylized furnishings should be avoided.

All selections and placement are subject to approval by the NBV P&ZB.




















PLEASE CLEAN UP
AFTER YOUR PET


7 BEND

FENCES & WALLS

Fences and walls should be considered an extension of the adjacent architecture and materials should be visually compatible. Design and construction should consider longevity, durability and weathering in a coastal environment. Fences and walls may be used to screen outdoor living areas, outdoor storage areas, trash/recycling areas, meter areas and condensers.

Low walls and raised planter walls should double as additional seating and will be 15 to 30-inches high, and a minimum of 6-inches wide.

Bollards should be used at the interface between the View Corridor and Island Walk to prevent vehicular access.

All fence and wall designs are subject to approval by the NBV P&ZB.















LIGHTING

Lighting will be used to illuminate the exterior spaces along the Island Walk by providing function and security. Selected lighting will compliment adjacent architecture and create aesthetic interest without drawing attention to the source. Additionally, where possible lighting fixtures that match the aesthetic quality and style of that being used along Kennedy Causeway should be encouraged.

Simple, contemporary fixtures are preferred. Overly stylized or period designs will be prohibited. Light fixtures will be limited to cut-off fixtures to preserve dark skies and evening glare. Priority should be given to energy efficient LED and/ or solar source fixtures.

Overhead lighting should be confined to the Passive Zone and consist of down lighting with light poles at a maximum of 14-feet high and spaced approximately 50-feet on center. Lighting at the water's edge shall be confined to bollards, which should be no more than 20-inches high and spaced approximately 20-feet on center. Light encroaching onto adjacent properties and beyond the boundaries of the Island Walk are not permitted.

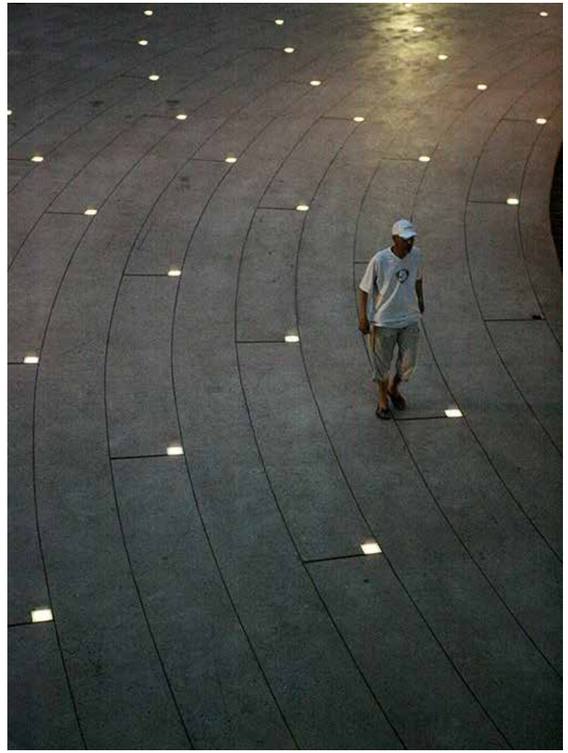
All lighting selections are subject to approval by the NBV P&ZB.













WAYFINDING & INTERACTIVE DISPLAYS

Wayfinding will facilitate accessibility to the site, provide educational and historic signage, and direct visitors to amenities throughout the Island Walk. The Island Walk's wayfinding will be consistent with the larger North Bay Village wayfinding standards and should indicate the Island Walk as a public amenity open to all.

ADA compliant signage will be implemented where appropriate and consider height, placement, use of braille tactile lettering, and easy to read color and font typologies.

Educational and historic signage opportunities should be identified early on for thoughtful incorporation into the overall design. Other types of wayfinding for consideration include digital and audio components that can be incorporated for interactive user experience and/or for messaging adaptability. Additionally, wayfinding should be compatible with a coastal marine environment in terms of performance and durability.

All wayfinding and displays are subject to approval by the NBV P&ZB.









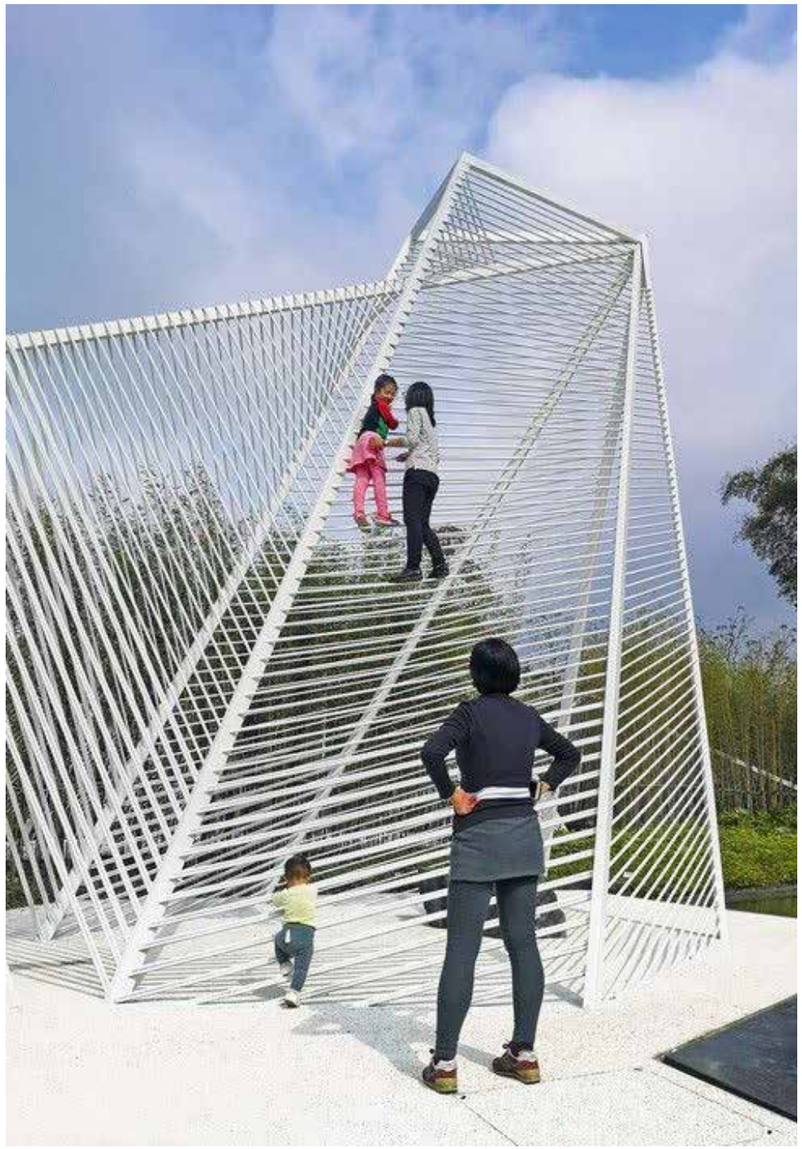


ARTWORK

Artwork is encouraged and should be considered and implemented where appropriate to enhance site character and create a unique user experience. Preference will be given to local artists and interactive experiences that highlight Florida's cultural, ecological, and historic assets.

Artwork should typically be reserved for entrance and feature points along the Island Walk that do not encumber access or views. Splitting the Island Walk to accommodate larger art installations will be subject to the design proposed by the nominated consultant and should be coordinated with individual property owners, as this may impede the 7-foot min. transition zone.

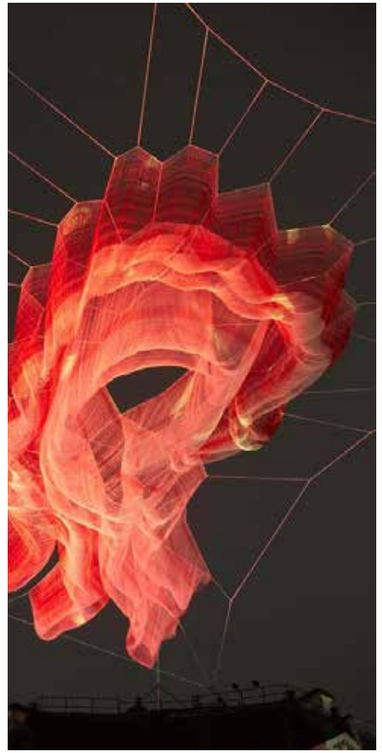
All artwork is subject to approval by the NBV P&ZB.











STORMWATER MANAGEMENT AND DRAINAGE

Stormwater management and drainage solutions are encouraged and should be considered and implemented where appropriate in an effort to reduce stormwater runoff and treat surface water distribution.

Grading and drainage considerations for the Island Walk play an important role in the ecological balance of the waterfront promenade. The Island Walk should be graded such that all water is captured on-site and does not drain into the Biscayne Bay or on to adjacent properties. Appropriate management will prioritize natural and low impact stormwater solutions that reduce the built and engineered impact on the natural landscape.

Generally, examples of approaches may involve engineered modifications to existing infrastructure, low-tech vegetation areas, innovative materials, water collection systems and nature or site-appropriate vegetation. Preference will be for Low Impact Development (LID) approaches that emphasize conservation and use of on-site natural features to protect water quality; however, where deemed necessary, engineered solutions will also be considered appropriate.

Final design, grading, and stormwater management solutions, by the nominated design consultant, will be subject to ongoing design development to best determine gray water reuse solutions. All designs will be subject to current permitting regulations by applicable agencies.

All grading and drainage solutions are subject to approval by the NBV P&ZB.





















SHADE TREES, ORNAMENTALS & PALMS

Shade tress, ornamentals and palms should be utilized to provide a comfortable, shaded user experience, as well as to fill in voids and help define a tree canopy along the waterfront. Trees spacing of 20 to 25-feet on center is recommended.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SELECTION

Black Ironwood, Leadwood	*Olea capensis*
Gumbo Limbo	*Bursera simaruba*
Jamaican Caper	*Capparis cynophallophora*
Buttonwood	*Conocarpus erectus*
Sea Grape	*Coccoloba uvifera*
Geiger Tree	*Cordia sebestena*
Medjool Date Palm	*Phoenix dactylifera*
Royal Palm	*Roystonea regia*

- Native Plant
- Salt Tolerant
- Low Water Requirements
- Average Water Requirements
- High Water Requirements
- Full Sun
- Partial Sun
- Shade



BLACK IRONWOOD, LEADWOOD

Olea capensis



GUMBO LIMBO

Bursera simaruba



GEIGER TREE

Cordia sebestena



MEDJOOL DATE PALM

Phoenix dactylifera



JAMAICAN CAPER

Capparis cynophallophora



BUTTONWOOD

Conocarpus erectus



SEA GRAPE

Coccoloba uvifera



ROYAL PALM

Roystonea regia

UNDERSTORY & SHRUBS

Understory and shrubs should be utilized as foundation plantings as well as screening for unsightly areas. Species that will not overgrow the location at maturity are preferred. Plants should be spaced to allow for growth together where appropriate. Shearing will not be allowed except for formal clipped hedges.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SPECIES

Spanish Stopper	*Eugenia foetida*
Dwarf Small-leaf Clusia	*Clusia rosea 'Nana'*
Horizontal Cocoplum	*Chrysobalanus icaco 'Horizontal'*
Bay Cedar	*Suriana maritima*
Lantana	*Lantana involucrata*
Silver Saw Palmetto	*Serenoa repens var. sericea*
Bahama Senna	*Cassia chapmanii*
Indian Hawthorne	*Raphiolepis indica*

Ⓝ Native Plant
Ⓢ Salt Tolerant
💧 Low Water Requirements
💧💧 Average Water Requirements
💧💧💧 High Water Requirements
☼ Full Sun
🌤 Partial Sun
● Shade



SPANISH STOPPER

●🌤☼💧ⓈⓃ

Eugenia foetida



DWARF SMALL LEAF CLUSIA

🌤☼💧Ⓢ

Clusia rosea 'Nana'



SILVER SAW PALMETTO

●🌤💧ⓈⓃ

Serenoa repens var. sericea



BAHAMA SENNA

🌤☼💧ⓈⓃ

Cassia chapmanii



HORIZONTAL COCOPLUM

Chrysobalanus icaco ‘Horizontal’



BAY CEDAR

Suriana maritima



LANTANA

Lantana involucrata



INDIAN HAWTHORNE

Raphiolepis indica

PERENNIALS, NATIVE GRASSES & GROUNDCOVERS

Perennials, native grasses, and groundcovers should complement each other and should not exceed 3-feet in height when not utilized for screening purposes. Species that will not overgrow the location at maturity are preferred. Plants should be spaced to allow for growth together where appropriate.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SPECIES

Blanket Flower	*Gaillardia pulchella*
Seaside Goldenrod	*Solidago sempervirens*
Dune Sunflower	*Helianthus debilis*
Railroad Vine	*Ipomoea pes-caprae*
Sea Ox-Eye Daisy	*Borrichia frutescens*
Muhly Grass	*Muhlenbergia spp.*
Dwarf Fakahatchee Grass	*Tripsacum floridana*
Coontie	*Zamia pumila (floridana)*

- Native Plant
- Salt Tolerant
- Low Water Requirements
- Average Water Requirements
- High Water Requirements
- Full Sun
- Partial Sun
- Shade



BLANKET FLOWER

Gaillardia pulchella



SEASIDE GOLDENROD

Solidago sempervirens



MUHLY GRASS

Muhlenbergia spp.



DWARF FAKAHATCHEE GRASS

Tripsacum floridana



DUNE SUNFLOWER

Helianthus debilis



RAILROAD VINE

Ipomoea pes-caprae



SEA OX-EYE DAISY

Borrichia frutescens



COONTIE

Zamia pumila (floridana)

PREPARED BY

moffatt & nichol

227 WEST TRADE STREET
SUITE 310
CHARLOTTE, NC 28202



ISLANDER CLUB CONDOMINIUM

ISLAND WALK
DESIGN CRITERIA PACKAGE

MIAMI, FLORIDA • OCTOBER 2023





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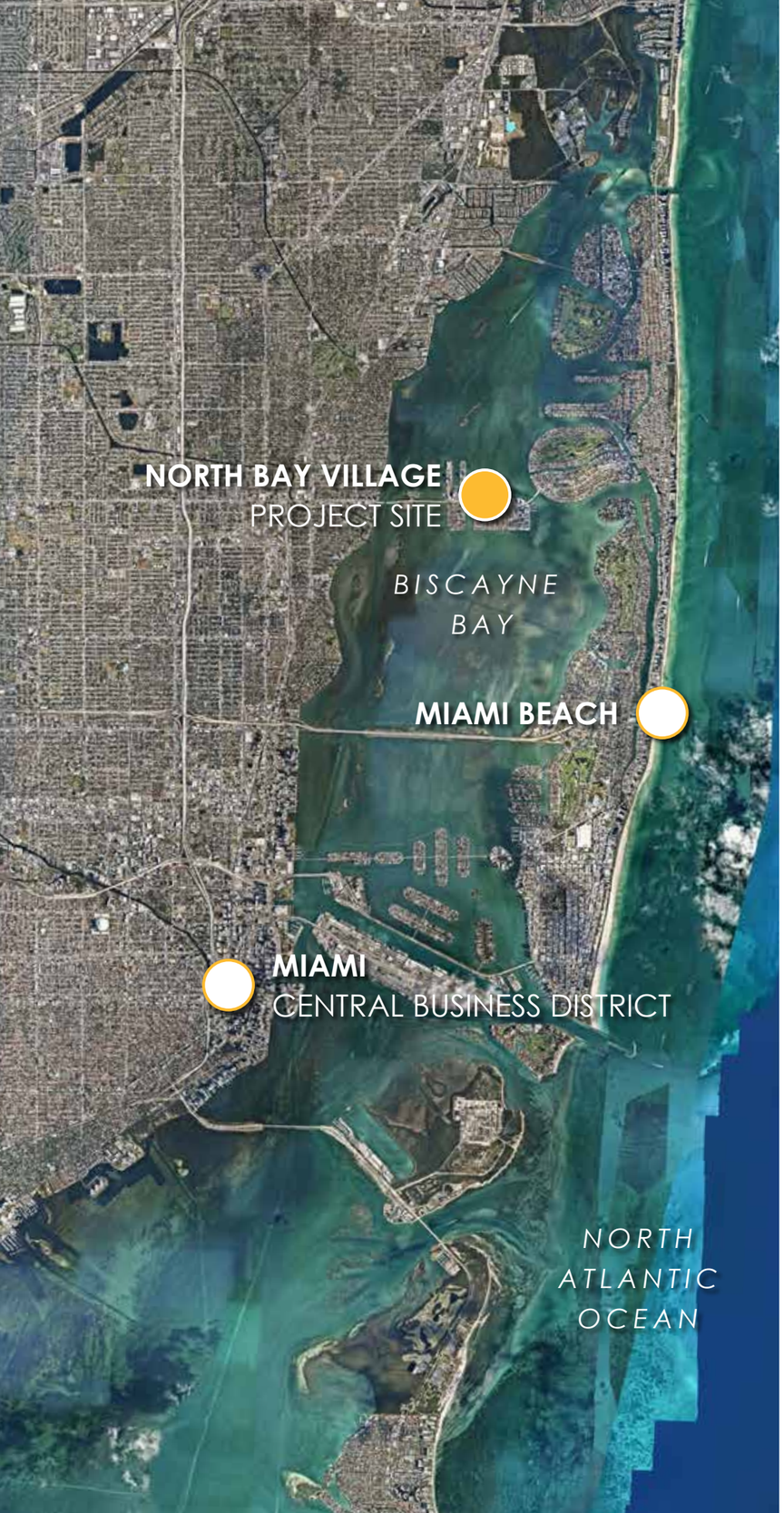

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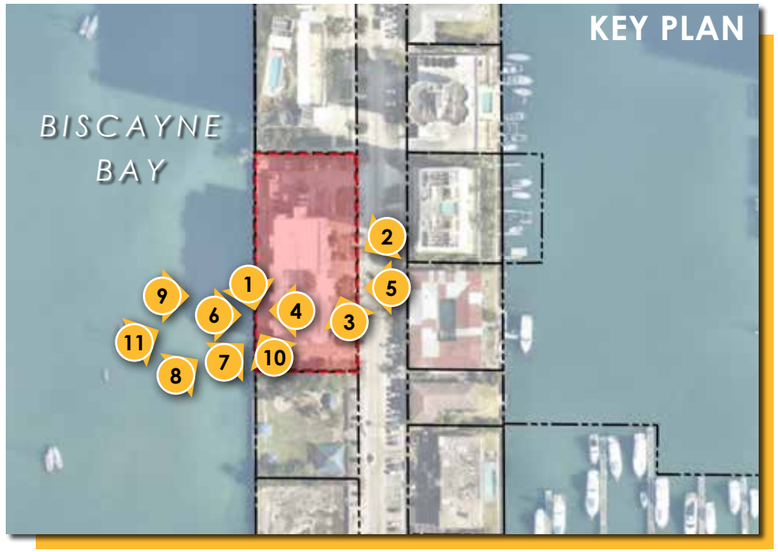
KEY FEATURES

NBV Island Walk Project Site (+/- 1.13 acres)	
Project Study Site	
Parcel Boundary	
Islander Club Condominium	1
Pool Deck Area	2
Surface Parking	3
Attached Garage Parking	4
Primary Ingress/Egress Access Drive	5
Future Island Walk	6
CONTEXT MAP	
Harbor Island*	
+/- 1.81 miles (9,567 FT)	A
Treasure Island *North of Kennedy**	
+/- 0.81 miles (4,296 FT)	B
Treasure Island *South of Kennedy**	
+/- 0.45 miles (2,400 FT)	C

**Segment lengths are approximate only, as provided in the NBV100 Master Plan, published April 10, 2020.*


BISCAYNE
BAY
WEST DRIVE
1
2
3
4
5
6
CONTEXT MAP
INSET
A
B
C
BISCAYNE
BAY

EXISTING SITE CHARACTER
PROJECT CONTEXT







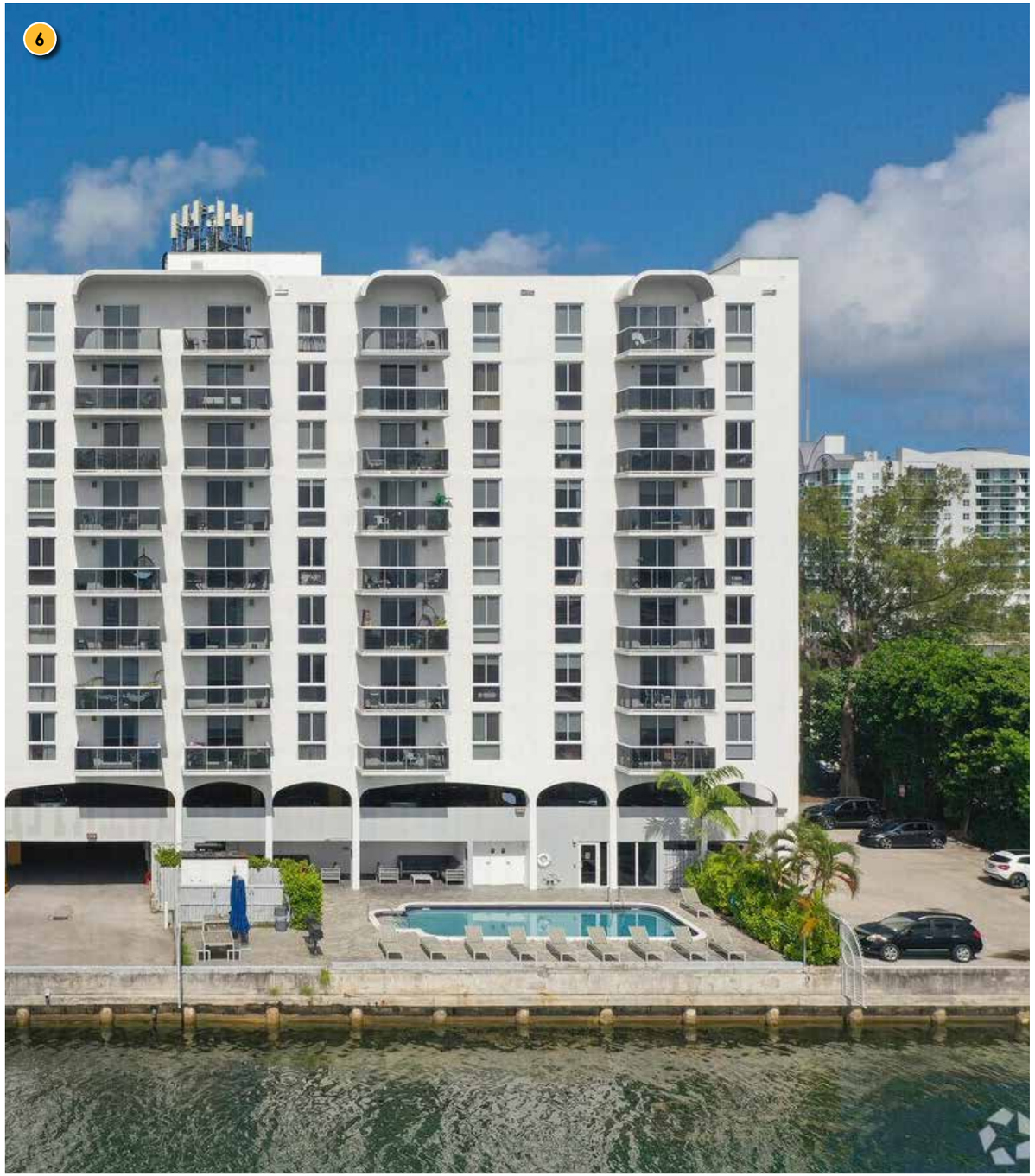






KEY FEATURES

Pool Deck Amenities and Loungers	1
Islander Club Condominium (Elevation View)	2
Islander Club Condominium Building Entrance	3
Islander Club Condominium Pool Deck (Plan View)	4
Islander Club Condominium (Elevation View)	5
Islander Club Condominium (Elevation View)	6
Islander Club Condominium Pool Deck (Plan View)	7
Islander Club Condominium (Elevation View)	8
Islander Club Condominium (Elevation View)	9
Islander Club Condominium Pool	10
Islander Club Condominium Edge and Fence Condition	11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B PROGRAM & CRITERIA

The Island Walk easement should be 13-feet wide, and located immediately adjacent to the seawall along the edge of the riparian right-of-way, unless otherwise specified. There are three primary zones within this easement:

- Circulation Zone 7-feet wide
- Passive Zone 3-feet wide
- Safety Zone 3-feet wide

The **Circulation Zone** is located in the center of the easement and should be 7-feet wide, acting as the primary path and hardscape zone for passive and active uses. The path will be bi-directional. The Circulation Zone will be paved with a distinctive design to create a strong sense of place unique to the Island Walk.

Located along the upland side of the Circulation Zone is a 3-foot wide **Passive Zone**. This zone will typically consist of benches, low planters, trees, light fixtures, bollards, and other appropriate site furnishings.

Located along the waterside of the Circulation Zone, there is a 3-foot wide **Safety Zone**. To minimize the need for railings and walls along the Circulation Zone, the Safety Zone allows for planting beds and other landscape treatment to distinguish and alert pedestrians that an edge is approaching.

The proposed Island Walk Design depicted is intended to provide visual examples of how key landscape components can be successfully used together at various scales to create an ideal landscape for the Island Club Condominium. All preliminary designs and materials must be approved by the NBV P&ZB.












North Bay Village
Harbor Island
North Bay Island
Treasure Island
Welcome to
North Bay
Village

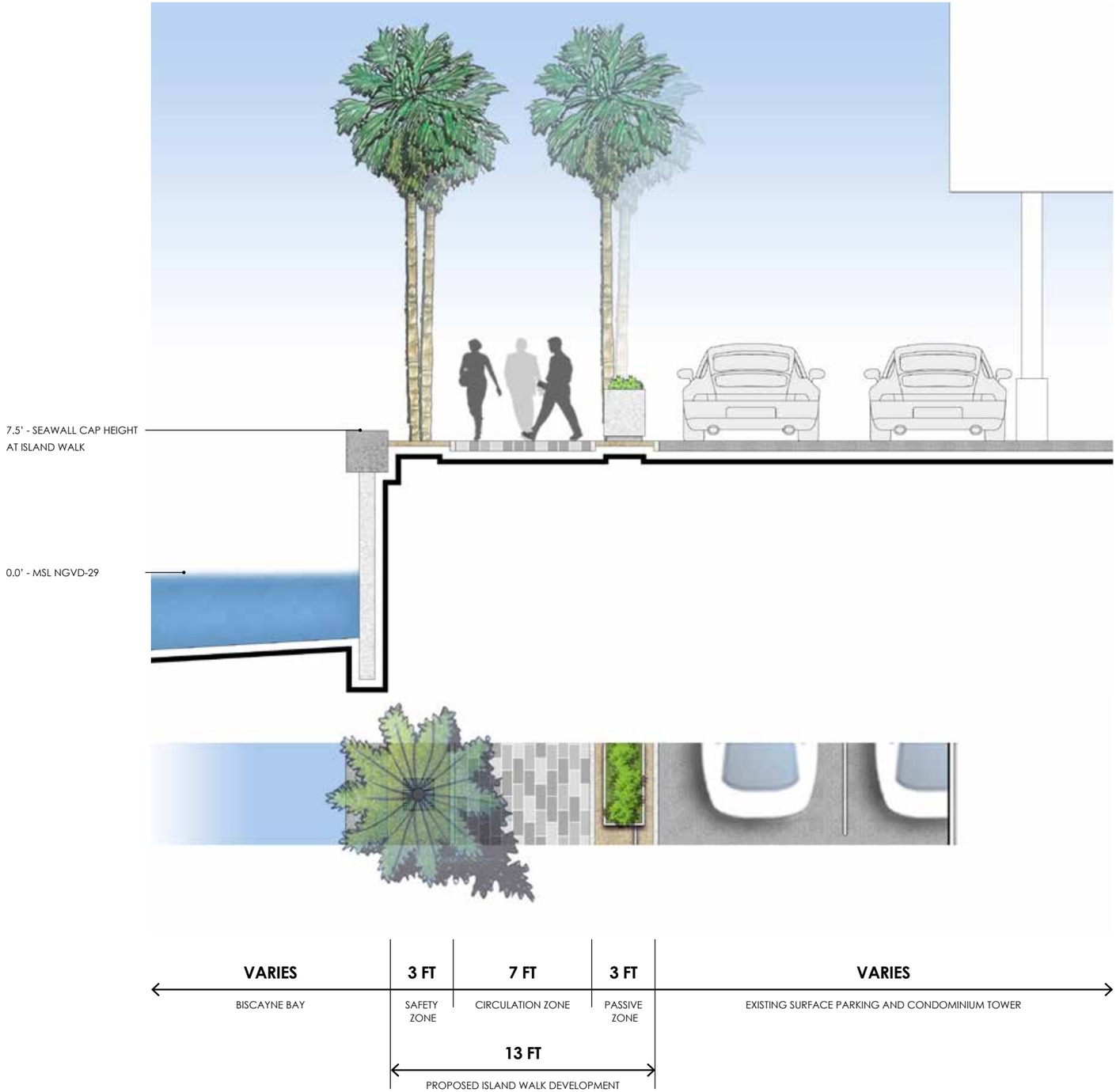


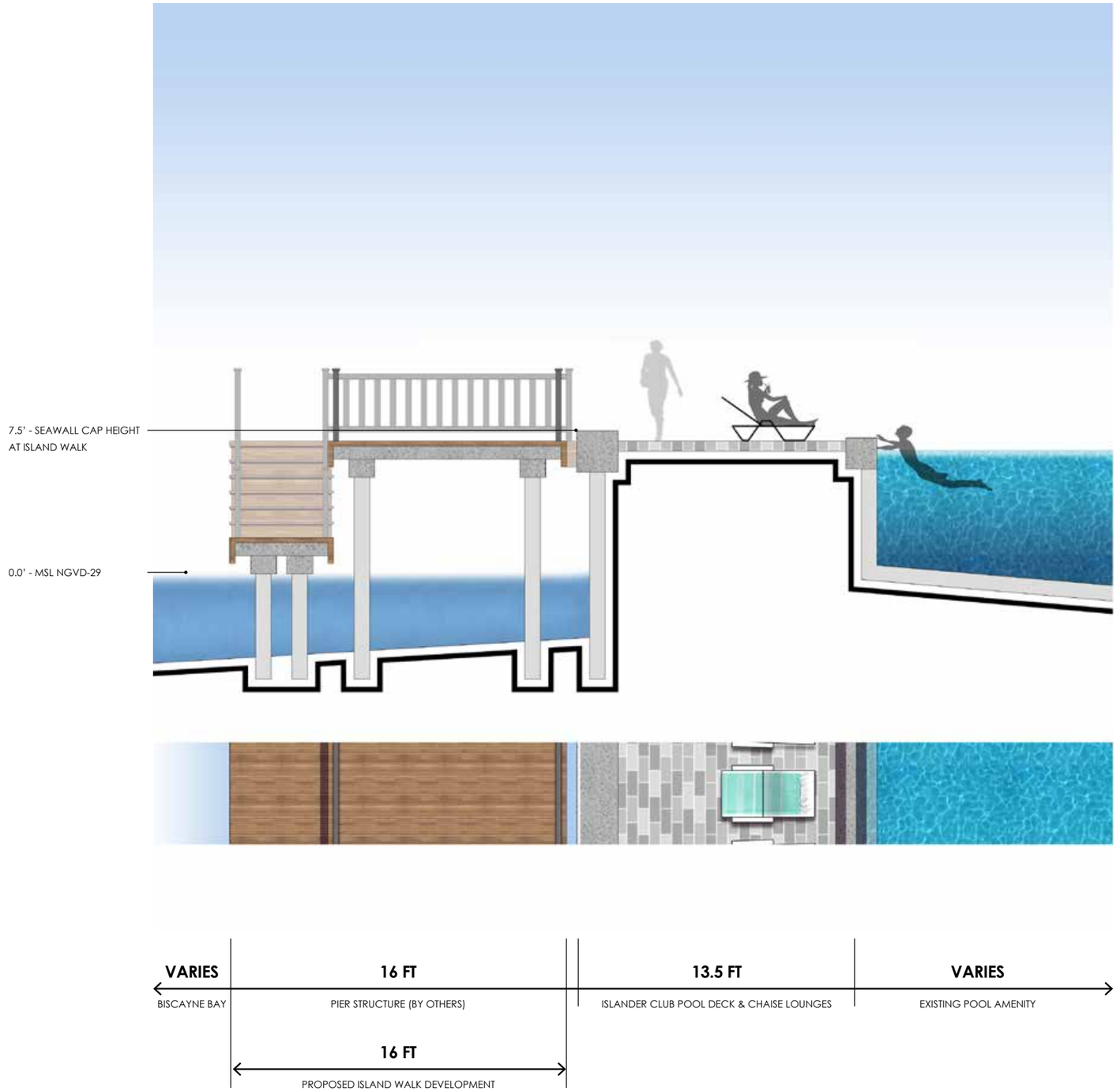


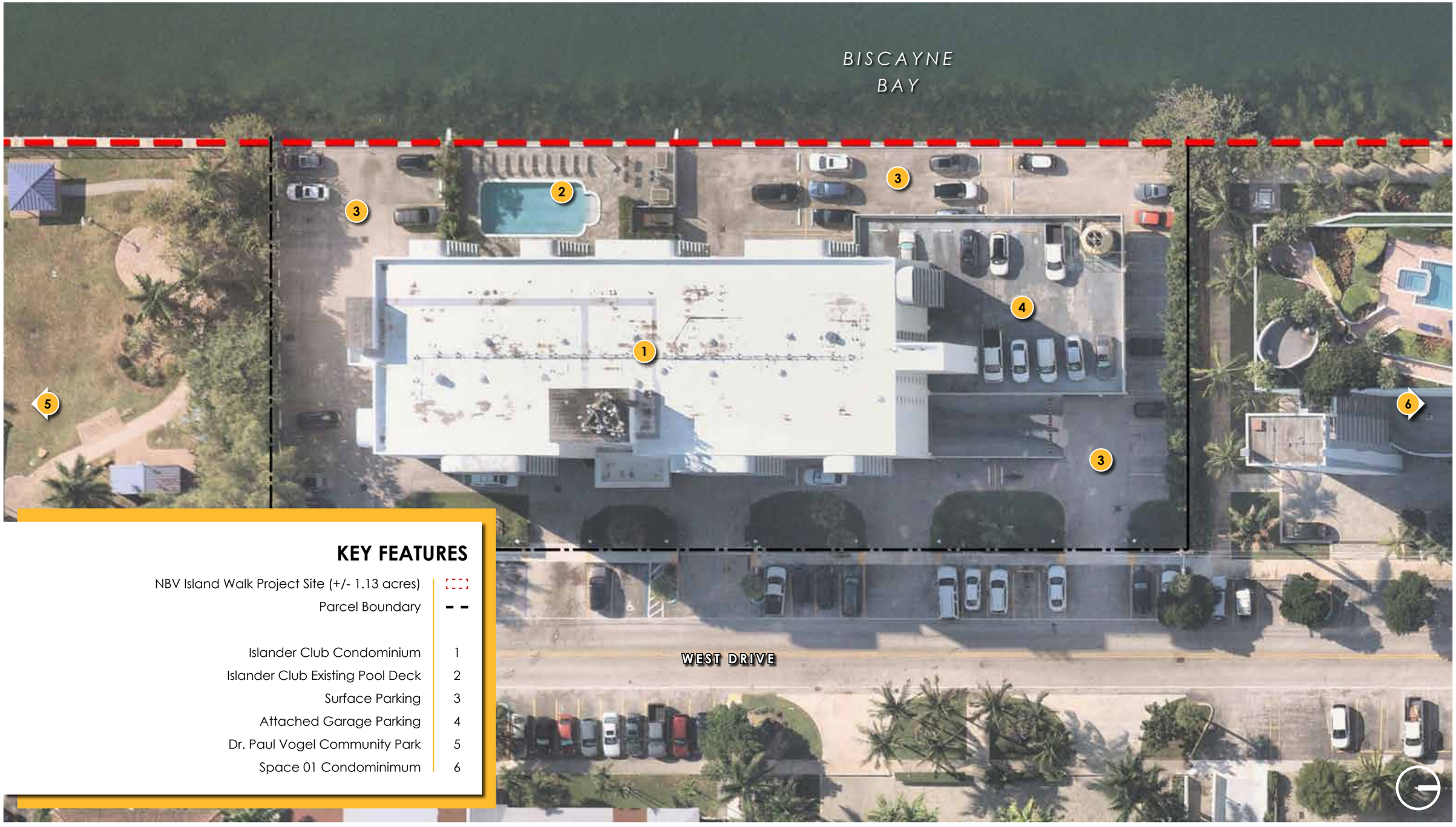




PREFERRED OPTION LINEAR PATHWAY

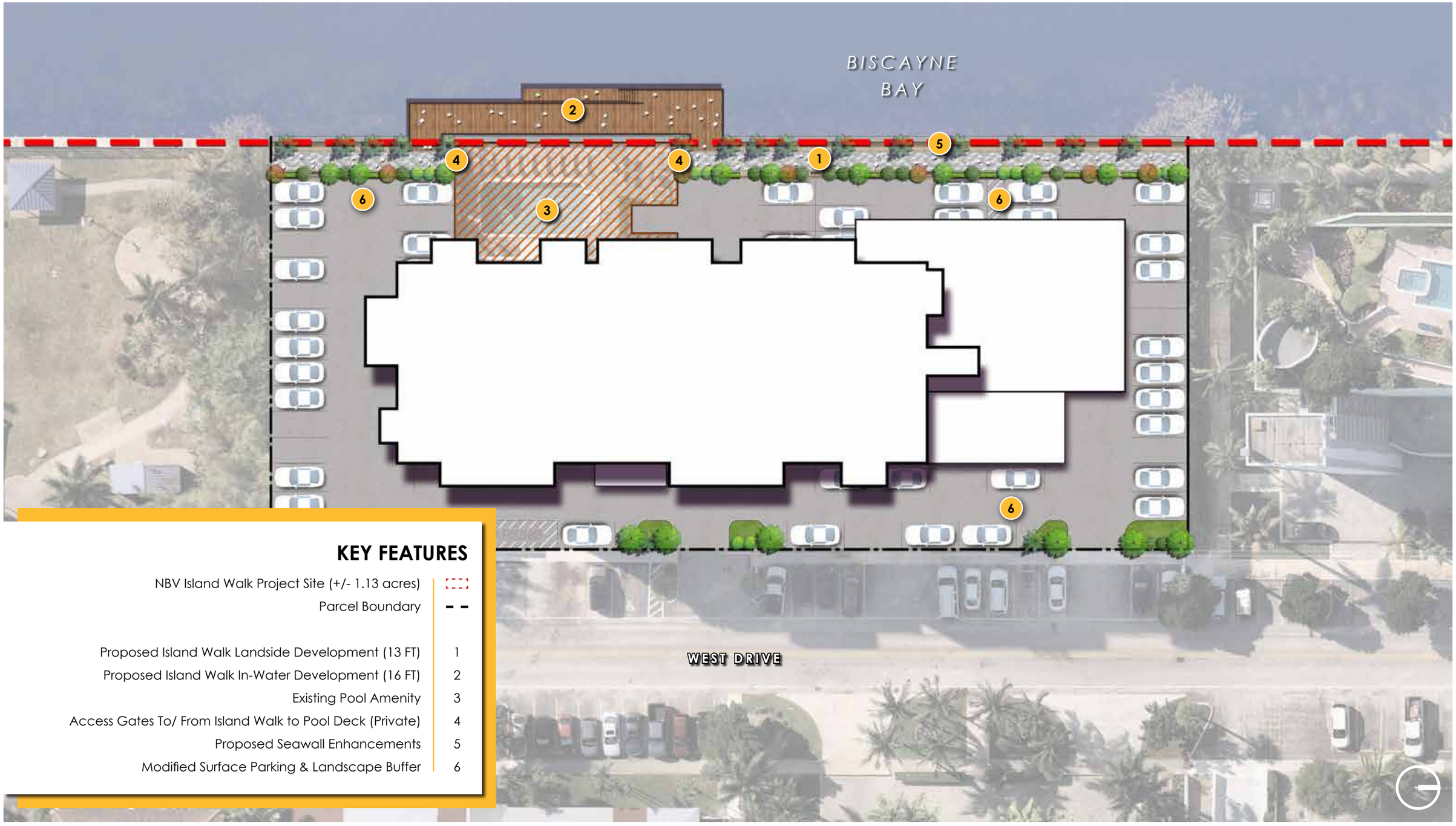



7.5' - SEAWALL CAP HEIGHT
AT ISLAND WALK
0.0' - MSL NGVD-29
VARIES
BISCAYNE BAY
16 FT
PIER STRUCTURE (BY OTHERS)
13.5 FT
ISLANDER CLUB POOL DECK & CHAISE LOUNGES
VARIES
EXISTING POOL AMENITY
16 FT
PROPOSED ISLAND WALK DEVELOPMENT



KEY FEATURES

NBV Island Walk Project Site (+/- 1.13 acres)	
Parcel Boundary	
Islander Club Condominium	1
Islander Club Existing Pool Deck	2
Surface Parking	3
Attached Garage Parking	4
Dr. Paul Vogel Community Park	5
Space 01 Condominimum	6



KEY FEATURES

NBV Island Walk Project Site (+/- 1.13 acres)	
Parcel Boundary	
Proposed Island Walk Landside Development (13 FT)	1
Proposed Island Walk In-Water Development (16 FT)	2
Existing Pool Amenity	3
Access Gates To/ From Island Walk to Pool Deck (Private)	4
Proposed Seawall Enhancements	5
Modified Surface Parking & Landscape Buffer	6

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NORTH BAY VILLAGE

ISLAND WALK

DESIGN CRITERIA PACKAGE

MIAMI, FLORIDA • DECEMBER, 2020

PAGES EXTRACTED FOR REFERENCE ONLY

HARDSCAPE & SOFTSCAPE TREATMENT

Hardscape treatments should be consistent with existing North Bay Village public open space and landscape areas and should be complimentary to adjacent surface treatments. Hardscape treatments may include pavers, colored concrete, stone, timber, and others, while ensuring all treatments are permeable. In specialty areas, such as the Safety Zone, hardscape treatment should include safety features such as, tactile warning texture, truncated dome treatment as required by City planning code, and others. Treatment within the circulation zone should add visual character to the Island Walk, while providing ADA accessibility and smooth surfaces for various use types.

The Softscape treatment alongside the Island Walk will be unified as an overall cohesive palette. Salt-tolerant native and Florida friendly plants are strongly encouraged, as are low maintenance species. Emphasis will be placed on selecting the right plant for the right location, thereby creating landscapes that are low maintenance without the need for excessive irrigation, maintenance or pruning.

Where appropriate, measures should be taken to reduce and limit the amount of water used for irrigation purposes. Where possible, reclaimed water should be utilized for necessary irrigation. Plant and softscape landscape recommendations provided favor low maintenance and water dependent approaches. Only micro-spray and drip irrigation systems should be used to encourage water efficiency.

Lawn and Turf areas will be discouraged and limited to meaningful application and purpose; only turf-type grasses appropriate to the region should be allowed.

Trees and plantings may be placed in all Zones of the Island Walk, however, plantings placed within the Circulation Zone should not reduce the overall width of the walkway to less than 12-feet.

MATERIAL & FINISH

Materials, colors, and finishes should be consistent with existing North Bay Village public open spaces and landscape environments. The selection of appropriate palettes should be approved by the NBV P&ZB and seek to foster a strong community identity constant with the North Bay Village brand. Additionally, all surface treatments should be permeable and align with the direction outlined within the NBV100 Master Plan.

Wherever appropriate, materials, colors, and finishes should reflect Florida's cultural, ecological, and historic assets. Preference should be given to natural materials such as shell, stone, and/or wood, and those that have low albedo for a comfortable site experience. Materials should be durable, require low maintenance, and be sustainably and locally sourced where possible. Additionally, they must be able to withstand and perform well in a coastal, saline environment. Materials should comply with ADA accessibility standards, and their selection should consider user comfort in a temperate climate.













LANDSCAPE FURNISHINGS

Landscape furnishings should be selected for their durability and performance in coastal environments, as well as their sustainability. Furnishings may include benches, trash receptacles, handrails, water fountains, fitness station equipment, overhead canopies, shade structures, pet stations and others. All furnishings, if proprietary, should be installed per the supplier's specifications and/or under the supervision of the site structural engineer.

Preference will be for designs that are simple and contemporary; period designs or overly stylized furnishings should be avoided.

All selections and placement are subject to approval by the NBV P&ZB.




















PLEASE CLEAN UP
AFTER YOUR PET


7 BEND

FENCES & WALLS

Fences and walls should be considered an extension of the adjacent architecture and materials should be visually compatible. Design and construction should consider longevity, durability and weathering in a coastal environment. Fences and walls may be used to screen outdoor living areas, outdoor storage areas, trash/recycling areas, meter areas and condensers.

Low walls and raised planter walls should double as additional seating and will be 15 to 30-inches high, and a minimum of 6-inches wide.

Bollards should be used at the interface between the View Corridor and Island Walk to prevent vehicular access.

All fence and wall designs are subject to approval by the NBV P&ZB.















LIGHTING

Lighting will be used to illuminate the exterior spaces along the Island Walk by providing function and security. Selected lighting will compliment adjacent architecture and create aesthetic interest without drawing attention to the source. Additionally, where possible lighting fixtures that match the aesthetic quality and style of that being used along Kennedy Causeway should be encouraged.

Simple, contemporary fixtures are preferred. Overly stylized or period designs will be prohibited. Light fixtures will be limited to cut-off fixtures to preserve dark skies and evening glare. Priority should be given to energy efficient LED and/ or solar source fixtures.

Overhead lighting should be confined to the Passive Zone and consist of down lighting with light poles at a maximum of 14-feet high and spaced approximately 50-feet on center. Lighting at the water's edge shall be confined to bollards, which should be no more than 20-inches high and spaced approximately 20-feet on center. Light encroaching onto adjacent properties and beyond the boundaries of the Island Walk are not permitted.

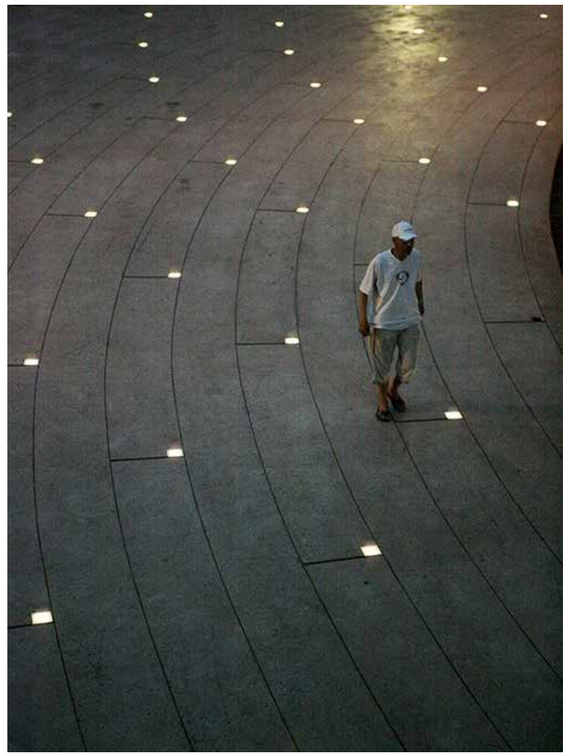
All lighting selections are subject to approval by the NBV P&ZB.













WAYFINDING & INTERACTIVE DISPLAYS

Wayfinding will facilitate accessibility to the site, provide educational and historic signage, and direct visitors to amenities throughout the Island Walk. The Island Walk's wayfinding will be consistent with the larger North Bay Village wayfinding standards and should indicate the Island Walk as a public amenity open to all.

ADA compliant signage will be implemented where appropriate and consider height, placement, use of braille tactile lettering, and easy to read color and font typologies.

Educational and historic signage opportunities should be identified early on for thoughtful incorporation into the overall design. Other types of wayfinding for consideration include digital and audio components that can be incorporated for interactive user experience and/or for messaging adaptability. Additionally, wayfinding should be compatible with a coastal marine environment in terms of performance and durability.

All wayfinding and displays are subject to approval by the NBV P&ZB.









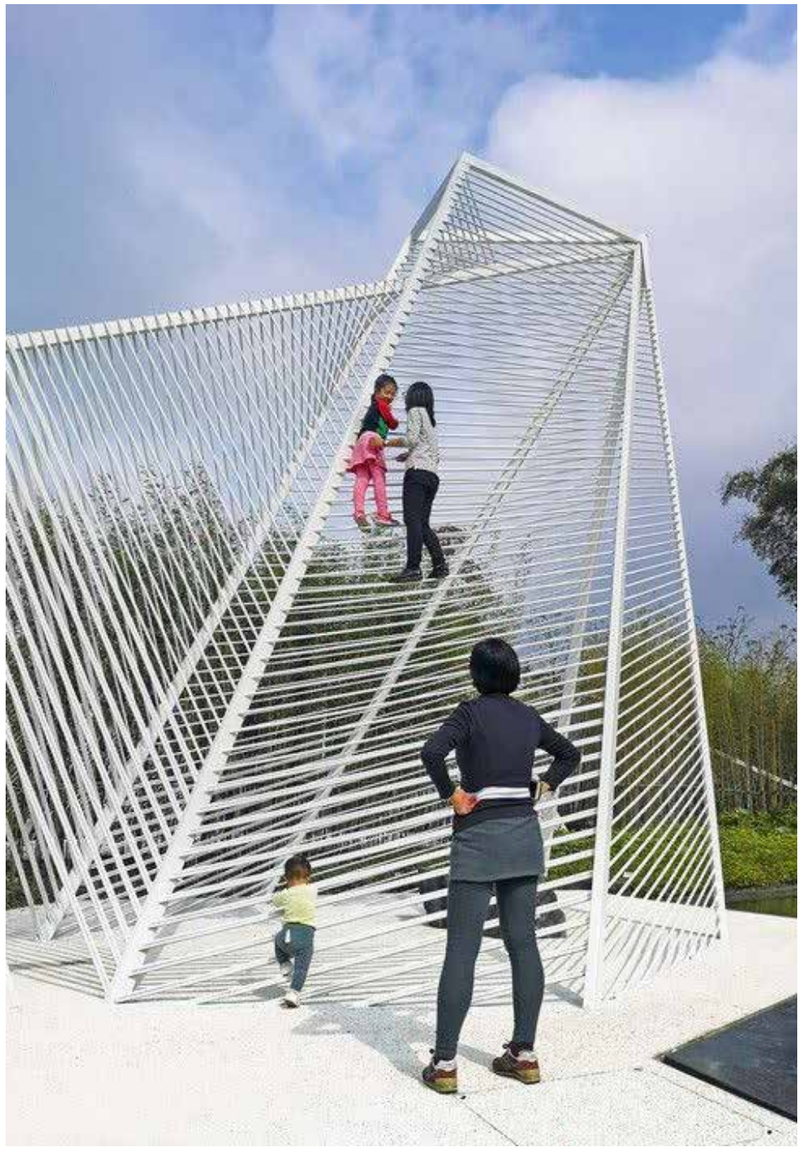


ARTWORK

Artwork is encouraged and should be considered and implemented where appropriate to enhance site character and create a unique user experience. Preference will be given to local artists and interactive experiences that highlight Florida's cultural, ecological, and historic assets.

Artwork should typically be reserved for entrance and feature points along the Island Walk that do not encumber access or views. Splitting the Island Walk to accommodate larger art installations will be subject to the design proposed by the nominated consultant and should be coordinated with individual property owners, as this may impede the 7-foot min. transition zone.

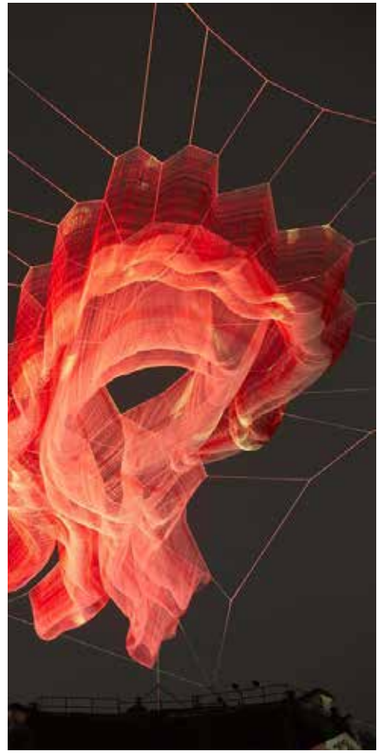
All artwork is subject to approval by the NBV P&ZB.











STORMWATER MANAGEMENT AND DRAINAGE

Stormwater management and drainage solutions are encouraged and should be considered and implemented where appropriate in an effort to reduce stormwater runoff and treat surface water distribution.

Grading and drainage considerations for the Island Walk play an important role in the ecological balance of the waterfront promenade. The Island Walk should be graded such that all water is captured on-site and does not drain into the Biscayne Bay or on to adjacent properties. Appropriate management will prioritize natural and low impact stormwater solutions that reduce the built and engineered impact on the natural landscape.

Generally, examples of approaches may involve engineered modifications to existing infrastructure, low-tech vegetation areas, innovative materials, water collection systems and nature or site-appropriate vegetation. Preference will be for Low Impact Development (LID) approaches that emphasize conservation and use of on-site natural features to protect water quality; however, where deemed necessary, engineered solutions will also be considered appropriate.

Final design, grading, and stormwater management solutions, by the nominated design consultant, will be subject to ongoing design development to best determine gray water reuse solutions. All designs will be subject to current permitting regulations by applicable agencies.

All grading and drainage solutions are subject to approval by the NBV P&ZB.





















SHADE TREES, ORNAMENTALS & PALMS

Shade tress, ornamentals and palms should be utilized to provide a comfortable, shaded user experience, as well as to fill in voids and help define a tree canopy along the waterfront. Trees spacing of 20 to 25-feet on center is recommended.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SELECTION

Black Ironwood, Leadwood	*Olea capensis*
Gumbo Limbo	*Bursera simaruba*
Jamaican Caper	*Capparis cynophallophora*
Buttonwood	*Conocarpus erectus*
Sea Grape	*Coccoloba uvifera*
Geiger Tree	*Cordia sebestena*
Medjool Date Palm	*Phoenix dactylifera*
Royal Palm	*Roystonea regia*

- Native Plant
- Salt Tolerant
- Low Water Requirements
- Average Water Requirements
- High Water Requirements
- Full Sun
- Partial Sun
- Shade



BLACK IRONWOOD, LEADWOOD

Olea capensis



GUMBO LIMBO

Bursera simaruba



GEIGER TREE

Cordia sebestena



MEDJOOL DATE PALM

Phoenix dactylifera



JAMAICAN CAPER

Capparis cynophallophora



BUTTONWOOD

Conocarpus erectus



SEA GRAPE

Coccoloba uvifera



ROYAL PALM

Roystonea regia

UNDERSTORY & SHRUBS

Understory and shrubs should be utilized as foundation plantings as well as screening for unsightly areas. Species that will not overgrow the location at maturity are preferred. Plants should be spaced to allow for growth together where appropriate. Shearing will not be allowed except for formal clipped hedges.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SPECIES

Spanish Stopper	*Eugenia foetida*
Dwarf Small-leaf Clusia	*Clusia rosea 'Nana'*
Horizontal Cocoplum	*Chrysobalanus icaco 'Horizontal'*
Bay Cedar	*Suriana maritima*
Lantana	*Lantana involucrata*
Silver Saw Palmetto	*Serenoa repens var. sericea*
Bahama Senna	*Cassia chapmanii*
Indian Hawthorne	*Raphiolepis indica*

Ⓝ Native Plant
Ⓢ Salt Tolerant
💧 Low Water Requirements
💧💧 Average Water Requirements
💧💧💧 High Water Requirements
☼ Full Sun
🌤 Partial Sun
● Shade



SPANISH STOPPER

●🌤☼💧ⓈⓃ

Eugenia foetida



DWARF SMALL LEAF CLUSIA

🌤☼💧Ⓢ

Clusia rosea 'Nana'



SILVER SAW PALMETTO

●🌤💧ⓈⓃ

Serenoa repens var. sericea



BAHAMA SENNA

🌤☼💧ⓈⓃ

Cassia chapmanii



HORIZONTAL COCOPLUM

Chrysobalanus icaco ‘Horizontal’



BAY CEDAR

Suriana maritima



LANTANA

Lantana involucrata



INDIAN HAWTHORNE

Raphiolepis indica

PERENNIALS, NATIVE GRASSES & GROUNDCOVERS

Perennials, native grasses, and groundcovers should complement each other and should not exceed 3-feet in height when not utilized for screening purposes. Species that will not overgrow the location at maturity are preferred. Plants should be spaced to allow for growth together where appropriate.

Salt-tolerant native and Florida friendly selections are strongly encouraged, as are low maintenance species.

All planting plans are subject to approval by the NBV P&ZB.

RECOMMENDED SPECIES

Blanket Flower	*Gaillardia pulchella*
Seaside Goldenrod	*Solidago sempervirens*
Dune Sunflower	*Helianthus debilis*
Railroad Vine	*Ipomoea pes-caprae*
Sea Ox-Eye Daisy	*Borrichia frutescens*
Muhly Grass	*Muhlenbergia spp.*
Dwarf Fakahatchee Grass	*Tripsacum floridana*
Coontie	*Zamia pumila (floridana)*

- Native Plant
- Salt Tolerant
- Low Water Requirements
- Average Water Requirements
- High Water Requirements
- Full Sun
- Partial Sun
- Shade



BLANKET FLOWER

Gaillardia pulchella



SEASIDE GOLDENROD

Solidago sempervirens



MUHLY GRASS

Muhlenbergia spp.



DWARF FAKAHATCHEE GRASS

Tripsacum floridana



DUNE SUNFLOWER

Helianthus debilis



RAILROAD VINE

Ipomoea pes-caprae



SEA OX-EYE DAISY

Borrichia frutescens



COONTIE

Zamia pumila (floridana)

PREPARED BY

moffatt & nichol

227 WEST TRADE STREET
SUITE 310
CHARLOTTE, NC 28202

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

CUSTOMER: 300 Engineering Group	***PHONE:*** 786-658-0248	***DATE:*** 1/15/24
STREET: 2222 Ponce de Leon Blvd, Suite 300	***JOB NAME:*** North Bay	
CITY/STATE/ZIP: Coral Gables, FL 33134	***JOB LOCATION:*** North Bay Village, FL 33141	
ATTN: Jhonny Montano Baez	***E-MAIL:*** jjmontano@300engineering.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
1	Sewer MH Rehab - Bench Replacement	EA	$ 16,706.75	$ 16,706.75
1	Sewer MH Rehab - Chemical Grout	EA	$ 8,788.46	$ 8,788.46
1	Traffic Control MOT Pass Thru Invoice #2 Invoice 12893	EA	$ 3,306.00	$ 3,306.00
18	Rain Dish Invoice 12983	EA	$ 120.00	$ 2,160.00
150.72	Clean Existing Manhole Invoice 12893	SF	$ 11.58	$ 1,745.34
150.72	Interior Coating / MH Repair Invoice 12983	SF	$ 31.91	$ 4,809.48
4	Replace Frame and Cover (24" to 30") Invoice 12983	EA	$ 2,388.58	$ 9,554.32
1	Fuel Recovery - Vac Truck (Per Mobilization)	EA	$ 150.00	$ 150.00
8	Sewer Lift Station Cleaning	HRS	$ 260.00	$ 2,080.00
1	Sewer Licensed Disposal	EA	$ 1,200.00	$ 1,200.00
1	Contingency	EA	$ 99,499.66	$ 99,499.66
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
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				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			TOTAL	$ 150,000.00

ANY UNFORESEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEOGATIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following :

Our proposal includes all labor, material, equipment and workmanship to perform rehabilitation of the structure by means of Concrete and Epoxy coating in compliance with Manufacturers spec.

Cleaning of structure will be completed with a 5000 psi pressure washer to get the structure to the correct profile for underlayment application as per Manufacturers spec.

In the event that any new specs or requirements for coating, bypass operation, or injection are presented to APS, we reserve the right to renegotiate without penalty.

Price does not include any pressure or vacuum test of manholes.

Price Per repair is contingent on volume of repairs performed if quantity changes APS will re-quote work.

Structures must be set in ground and backfilled before any work by APS can be started.

If unforeseen circumstances are encountered during the project, APS will re-quote the work.

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Sanford, FL 32771
(407) 792-1360
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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3''	Debris
	15" Diameter	25.00%	4''	Debris
	18" Diameter	20.00%	4''	Debris
	24" Diameter	20.00%	5''	Debris
	30" Diameter	20.00%	6''	Debris
	36" Diameter	20.00%	7''	Debris
	42" Diameter	15.00%	6''	Debris
	48" Diameter	15.00%	7''	Debris
	54" Diameter	10.00%	5''	Debris
	60" Diameter	10.00%	6''	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☐ *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- ☐ *Local Metered Water Source*
- ☐ *Exposure of structures and access to all work areas without delay*
- ☐ *Stablized Access to Work Areas - Two Wheel Drive Accessible*
- ☐ *Access to secure site for equipment storage*
- ☐ *Maintenance of Traffic - If Applicable*

QUALIFICATIONS

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		**DATE**	
SIGNATURE	Mark Ashbaugh Digitally signed by Mark Ashbaugh DN: cn=Mark Ashbaugh o=Atlantic Pipe Services, LLC ou=MH Rehab e=mashbaugh@atlanticpipe.us Reason: I am the author of this document Location: Date: 2024-01-15 09:44-05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.