NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, October 20, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details).
Zoom Meeting ID : 891 2658 3746

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-served basis and space is limited. Doors will open 30 minutes before the meeting start time.
To Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the Meeting via Zoom: Zoom Meeting ID: 891 2658 3746
Listen via Telephone to the Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.
VIRTUAL COMMENTS: Public comments will also be accepted during the meeting using the virtual meeting platform.
VIA E-MAIL TO: publiccomment@nbvillage.com
Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

LOBBYING ACTIVITIES

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

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

In accordance with the provisions of Section 286.0105, Florida Statutes, anyone wishing to appeal any decision made by the Village Commission, with respect to any matter considered at this meeting or hearing, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record shall include the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway. Anyone wishing to obtain a copy of any agenda item should contact the Village Clerk at 305-756-7171. A complete agenda packet is also available on the village website at www.northbayvillage-fl.gov

Have questions or need additional information? E-mail: villageclerk@nbvillage.com or call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details).
Zoom Meeting ID : 891 2658 3746
Tuesday, October 20, 2026
6:00 PM

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

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

---

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

2. Order of Business

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

3.A. Recognition of Police Officer of the Quarter

Acknowledge Lieutenant Norlan Benitez and Officer Maria Dufau as Officers of the Quarter.

Officer of the Quarter- Officer Maria Dufau.pdf
Officer of the Quarter- Lieutenant Norlan Benitez.pdf

3.B. Retirement of Communications Supervisor Robert Miller

The North Bay Village Police Department proudly recognizes Communications Supervisor Robert Miller for his remarkable 31 years of dedicated service to the Department, North Bay Village and its residents.

3.C. Recognition of the General Employee of the Quarter

*** Isaac Librun, Accountant**
*** Noel De La Paz Fuentes, Facilities Operations Specialist**

3.D. Presentation of Unsung Hero Award

3.E. Presentation of the 2024-2025 Annual Comprehensive Financial Report
ACFR Governance letter 093025.pdf
ACFR AUD FS 093025.pdf

3.F. Presentation and Authorization to Participate in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Investment Program

Receive a presentation regarding FLCLASS investment options and potential opportunities to enhance the Village's investment earnings.

10.20.26 Presentation.pdf
10.05.2026 - FLCLASS TSII Rate Sheet.pdf

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the July 28, 2026 Meeting Minutes - Village Clerk, Alba L. Chang
07.28.2026 Draft Minutes .pdf

6. Advisory Board Minutes/Written Reports.

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

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Traffic Enforcement Report (September 2026)
Monthly Traffic Report (September 2026).pdf

9.B. Code Compliance Report September 2026
September 2026 CM-Code Report.pdf
August 2026 CM-Code Report.pdf
July 2026 CM-Code Report.pdf

10. Village Clerk's Report

10.A. Village Clerk's Report for September of 2026
PRR Log September 2026.pdf

11. Consent Agenda

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

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR, HARBOR ISLAND COMMISSIONER, AND COMMISSIONER-AT-LARGE TO BE DULY ELECTED WITHOUT THE NECESSITY OF AN ELECTION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE CLERK, ALBA L. CHANG

It is recommended that the Village Commission declare the qualified candidates elected to their respective offices without opposition.

Resolution Declaring Unopposed Candidates Elected.docx

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2025-006-02, PHASE II – CONSTRUCTION OF NORTH BAY VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27, TO KAST CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT AND EXPEND PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED $50,855,570.49; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the Resolution awarding RFP No. 2025-006-02 to KAST Construction Company Florida, LLC for construction of the Village Hall/Public Safety Complex and Miami-Dade County Fire Station No. 27.

Resolution Awarding RFP 2025-006-02 To Kast Construction
Summary of All Scores Sheet Final 10-6-2026.pdf
KAST Construction Co Presentation.pdf
Village Hall Project Funding.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

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

Resolution Amending Fee Schedule - October 2026.docx
Reso Exhibit A - 2026.10.20 Meeting - NBV Fee Schedule.docx

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Amendment to the Professional Services Agreement with CAP Government, Inc. as presented.

Resolution - CAP Building Services Agreement Amendment.docx
Exhibit A-First Amendment - CAP for Building Services.DOCX

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE, SAMUEL BEJAR)

It is recommended that the Village Commission approve the resolution to amend the 2026-2027 Fiscal Year Budget to appropriate funds as detailed in the Exhibit "A"

Resolution Amending FY 26-27 Budget-Forfeiture Funds.docx
Exhibit A- Budget Amendment- Forfeiture.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE AND ALLOCATE FUNDS DONATED TO THE VILLAGE FOR THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Budget Amendment request to allocate donations received by the Village Police Department.

Resolution Amending FY 26-27 Budget-Donation to PD.docx
Exhibit A- Budget Amendment-Police Donation IACP.pdf

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A SECOND STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; APPROVING A FIRST AMENDMENT TO GRANT AGREEMENT NO. L0287; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the Resolution accepting the state appropriation and ratifying the grant agreement accepting $250,000 in additional funds to the existing $125,000 grant award for a total of $375,000.

Resolution -FDEP Grant For Outfall Phase 1 - Amending Agre..docx
Exhibit A- First Amendment to Grant Agreement No. L0287.pdf
Exhibit A - L0287 Original Grant Agreement executed.pdf

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 5 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF $10,998; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the issuance of Change Order No. 05 in the amount of $10,998 to Florida Engineering & Development Corporation.

Resolution - FEDC CO No. 5 - TI ADA Improvements Project .docx
Cost & Entitlement Analysis 2026-06-26.pdf
Miami-Dade Traffic Ispection Punchlist 2026-05-04.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $168,572.26; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Issuance of Change Order No. 01 in the amount of $168,572.26 to David Mancini & Sons Inc. for the additional exploratory soft digs and subsurface clearances.

Resolution Approving Mancini Change Order.docx
WO Additional Soft Diggin.pdf

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH ARANGO BILLBOARD & CONSTRUCTION CO., LLC FOR THE VILLAGE'S COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN THE AMOUNT OF $136,776.61; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the issuance of Change Order No. 1 with Arango Billboard & Construction for the Kennedy Causeway Complete Streets Short Term Improvements Project in the amount of $136,776.61 for the Village-directed modifications to the proposed bus shelters. The updated contract amount will be $699,038.70.

Resolution - Arango Billboard Change Order Bus Benches.docx
Change Order No. 1 - Arango Billboard

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 OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 “SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff finds that the proposed text amendments to Sections 8.11 and 15.3 of the ULDC are consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan, and recommends approval of the proposed amendments.

Ordinance - Amending Temp Sales Centers and Const Trailers.docx
Notice of Public Hearing - MDC Legal Ads 09.22.2026.pdf
Notice of PH - MDC Legal Ads 10.06.2026.pdf
Staff Report.docx

12.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.17.M, “SWIMMING POOLS, SPAS, AND HOT TUBS” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MEASURE THE REAR SETBACK FOR SWIMMING POOLS, SPAS, AND HOT TUBS FROM THE REAR PROPERTY LINE ONLY, RATHER THAN FROM THE EASEMENT OR REAR PROPERTY LINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

Staff finds that the proposed text amendment to Section 8.17.M.2.b is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan and recommends **Approval** of the proposed amendment.

Ordinance - Amending Sec 8.17 Swimming Pool Easement.docx
Notice of Public Hearing - MDC Legal Ads 09.22.2026.pdf
Staff Report.docx

13. Public Hearings

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

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

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A. Discussion Regarding a Proposed Ordinance on Animal Welfare - Sponsored by Commissioner Doris Acosta

Animal Welfare.pdf

14.B. Discussion on a Potential Art Exhibition Event at the Community Center - Sponsored by Commissioner Doris Acosta

14.C. Discussion and Update on Village Departments' Use of Artificial Intelligence (AI) - Sponsored by Mayor Rachel Streitfeld

14.D. Discussion on Composting Services for Village Residents - Sponsored by Mayor Rachel Streitfeld

14.E. Discussion on the Proposed Use and Activities on the Ansin Family Park - Sponsored by Vice Mayor Goran Cuk

14.F. Discussion Regarding Prohibiting Rideshare Parking within the Village - Sponsored by Vice Mayor Goran Cuk

Rideshare Parking.png

14.G. Discussion on Potential Co-Sponsorship of the October 22 "Green Sports Day" Event - Sponsored by Vice Mayor Goran Cuk

Kick It Forward.pdf

14.H. Discussion on Establishing a Green Infrastructure Policy

At its May 26, 2026 Meeting, the Sustainability & Resilience Task Force reviewed the proposed Green Infrastructure Policy and unanimously recommended its approval by the Village Commission.

Green Stormwater Infrastructure Policy Discussion.pdf

Green Infrastructure Policy-Final.docx

SRTF 05.26.2026 Draft Minutes.pdf

14.I. Discussion on Weekend Construction Hours - Sponsored by Vice Mayor Cuk

Section 96.04 - Construction Activity .pdf

15. Adjournment

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

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

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

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of Police Officer of the Quarter

RECOMMENDATION

Acknowledge Lieutenant Norlan Benitez and Officer Maria Dufau as Officers of the Quarter.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department has an Officer of the Quarter Award program as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. This award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and, has selected Lieutenant Norlan Benitez and Officer Maria Dufau as the recipients of the Officer of the Quarter.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONEN/A

PERSONNEL IMPACT

NONE

ATTACHMENTS

Officer of the Quarter- Officer Maria Dufau.pdf
Officer of the Quarter- Lieutenant Norlan Benitez.pdf

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 06/12/2026

Submitted By: Sergeant Frank Angulo

Employee Name(s):

Officer Maria Dufau

Department/Unit/Division: Police Department/

Award/Commendation Type and Recommendations (check boxes):

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

Narrative:

On June 12th, 2026, at approximately 1:40pm, Officer Dufau responded to 1900 S Treasure Dr, in reference to a theft/fraud investigation, involving a formal employee (suspect) of the building's property management. Officer Dufau then met with the property manager, who was the complainant of this case. Impressively Officer Dufau demonstrated the ability to transition from Patrol Officer to Investigator on the fly and began an on-scene investigation into the reported fraudulent activity. Her investigation revealed that the suspect had orchestrated a sophisticated fraud scheme by exploiting his position and access to the property's management software.

The suspect falsely advised residents that he could provide rental concessions or credits if they paid him directly in cash. He then manipulated resident accounts by deleting legitimate rent charges, applying unauthorized credits, altering money orders to redirect payments to other accounts, and concealing the fraudulent transactions within the property's records. Through this scheme, the subject defrauded multiple residents and the property management company, resulting in an estimated financial loss of approximately $149,850 across thirteen separate units.

Officer Dufau demonstrated exceptional investigative ability and professionalism during the initial response to this complex investigation. Through a thorough and methodical investigation, Officer Dufau documented the suspect's fraudulent scheme, and collected supporting documentation, including altered money orders, electronic communications, and internal audit information. Her attention to detail ensured that all relevant facts were accurately documented and preserved.

North Bay Village Police Department
COMMENDATION

Narrative Continued:

Recognizing the scope and complexity of the case, Officer Dufau promptly notified the Criminal Investigations Unit and provided them with a comprehensive case package, allowing them to assume the investigation without delay. The information and evidence she developed during the preliminary investigation directly contributed to the identification and subsequent arrest of the subject responsible for this crime.

Officer Dufau's diligence, sound investigative instincts, and commitment to excellence reflect great credit upon herself and the North Bay Village Police Department. Her actions exemplify the professionalism and dedication expected of our officers and are worthy of recognition.

North Bay Village Police Department
COMMENDATION

Narrative Continued:

Sergeant of Police: SGT. FRANK ANGULO Print/Sign **Date** 07/10/2026

Lieutenant of Police: LT CARLOS DIAZ Print/Sign **Date** 07/10/2026

Assistant Chief: ALEX JENKINS Print/Sign **Date** 7/13/26

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

Chief of Police: CARLOS NORIEGA Print/Sign **Date** 7/13/26

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 5/12/2026

Submitted By: Chief Carlos Noriega

Employee Name(s):

Lieutenant Norlan Benitez

Department/Unit/Division: Police Department/

Award/Commendation Type and Recommendations (check boxes):

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

Narrative:

On May 12, 2026, North Bay Village Police Department officers responded to a single-vehicle crash involving a stolen 1978 Chevrolet Corvette. Two male suspects fled the scene, and Lieutenant Benitez located one of them nearby. The suspect refused repeated commands to stop and sit down and aggressively advanced toward Benitez while yelling provocative and incoherent statements.

Fearing an imminent assault, Lieutenant Benitez deployed his department-issued Taser twice. The second deployment incapacitated the suspect, allowing responding officers to safely handcuff him. The suspect continued displaying erratic behavior and refused to identify himself. The subsequent investigation connected the suspect to multiple serious offenses. A backpack recovered near the crash contained approximately 144.8 grams of suspected marijuana packaged in 10 bags. Video evidence and witness information also linked him to the theft of the Corvette and to an aggravated battery on the Miami Beach boardwalk. The victim suffered serious injuries. The subject's arrest also helped clear two additional felony cases from earlier that evening.

The suspect was transported to Mount Sinai Hospital for treatment following the Taser deployment. Medical testing unexpectedly revealed a life-threatening illness requiring immediate treatment, resulting in several days of medical care and potentially saving his life. The report concludes that Lieutenant Benitez's actions resulted in the apprehension of a suspect connected to multiple serious felonies, assisted investigations across North Bay Village and Miami Beach, and ultimately led to the discovery of a potentially fatal medical condition. Based on these actions, Lieutenant Benitez is awarded as the Officer of the Quarter.

Narrative Continued:

North Bay Village Police Department
COMMENDATION

Narrative Continued:

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

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

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

Deputy Chief: BENAR **Date** 10.7.26
Print/Sign

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

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Retirement of Communications Supervisor Robert Miller

---

RECOMMENDATION

The North Bay Village Police Department proudly recognizes Communications Supervisor Robert Miller for his remarkable 31 years of dedicated service to the Department, North Bay Village and its residents.

BACKGROUND AND ANALYSIS

Today, we recognize Robert Miller for three decades of dedicated and exemplary public service to The North Bay Village Police Department. Throughout his career, Robert consistently demonstrated professionalism, commitment, and a genuine concern for people he served and worked alongside.

Known for his calm demeanor, approachable personality, and good sense of humor, Robert earned the respect and admiration of colleagues and community members alike. His contribution has left a lasting impact on the Police Department, the Village and its residents.

We thank Robert for his years of service, dedication friendship, and the positive example he has set. His legacy will remain an important part of North Bay Village, and we wish him continued health, happiness, and success in the years ahead.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Recognition of the General Employee of the Quarter

RECOMMENDATION

*** Isaac Librun, Accountant**
*** Noel De La Paz Fuentes, Facilities Operations Specialist**

BACKGROUND AND ANALYSIS

Village Manager Frank Rollason and Deputy Village Manager/Human Resources Director Jenice Rosado wish to recognize the following General Employees for their outstanding service and dedication to the Village:

April – June Employee of the Quarter: Isaac Librun, Accountant

Isaac Librun serves as an Accountant and will celebrate two years with the Village in October. Throughout his time with the organization, Isaac has demonstrated professionalism, dedication, and a commitment to supporting the Village's financial operations. His role is essential to maintaining accurate financial records and supporting the responsible management of the Village's resources. His attention to detail and commitment to his responsibilities make him a valued member of the team. We are pleased to recognize Isaac for his dedication and service.

July – September Employee of the Quarter: Noel De La Fuente Paz, Facilities Operations Specialist

Noel De La Fuente Paz has served North Bay Village for three years as Maintenance Worker I, contributing to the upkeep and maintenance of Village facilities. Throughout his time with the Village, Noel has demonstrated dedication and a strong commitment to serving the community. He has since been promoted to Facilities Specialist at the Village's Community Center, where he supports daily operations and facility maintenance. The Village sincerely thanks Noel for his hard work and valuable contributions and looks forward to his continued professional growth and service to North Bay Village.

Please join us in congratulating Isaac and Noel on this well-deserved recognition and thanking them for their continued commitment to the Village.

Congratulations to both!

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Presentation of Unsung Hero Award

RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village established the Unsung Hero Award program in 2023 to recognize persons who exemplify acts of good citizenship. Frequently persons volunteer in various ways to make North Bay Village a better place to live, work, and play and receive no acknowledgment for their work. The Village recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

Nominations for the Unsung Hero Award are accepted throughout the year and reviewed by a staff-led board with a rotating elected official from the Dias every quarter. Elected officials may not receive the award. The North Bay Village Commission will publicly recognize the award recipient quarterly with an Unsung Hero Award at an official Village Commission Meeting.

The following guidelines were established for the quarterly Unsung Hero Award:

- Humanitarian efforts
- Volunteerism & Community leadership
- Providing opportunities for youth
- Exemplifying good citizenship

Volunteer work can be performed in Schools, churches, homes Parks, public land Businesses, and workplace.

This Unsung Hero award is presented to Sandra Garcia Pardo.

Nominee: Rosaura Lopez

Reason for Nomination:

Sandra Garcia Pardo is a longtime volunteer with North Bay Village's Animal Welfare Advisory Board, where she feeds and cares for the village's community cats at least twice a week, rain or shine. She steps in whenever another volunteer can't make it, helps get cat food to other caregivers, and brings practical ideas to the board. When people remove the cats' food, steal feeding stations, or knock over water bowls, she quietly replaces everything and keeps going. Her kindness reaches people too. As an artist and art teacher, she shared her time and talent with the North Bay Village Chamber of Commerce art show. She also passes job leads to local artists and buys gifts and art supplies for the students she teaches with her own money. She never asks for recognition, which is exactly why she is an Unsung Hero.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ITEM NO. 3.E

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Presentation of the 2024-2025 Annual Comprehensive Financial Report

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village's independent auditors have completed the audit of North Bay Village's financial statements for the fiscal year ended September 30, 2025, covering the Village's governmental activities, business-type activities, major funds, and aggregate remaining fund information.

CBIZ will present the audit communication and related findings to the Mayor and Commission for review and consideration as part of their responsibility for oversight of the Village's financial reporting and internal control environment.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

ACFR Governance letter 093025.pdf
ACFR AUD FS 093025.pdf

CBIZ CPAs P.C.

2811 Ponce De Leon Blvd., Suite 1100
Coral Gables, FL 33134

P: 305.995.9600

August 31, 2026

To the Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village") for the fiscal year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General of the State of Florida

As stated in our engagement letter dated July 24, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the Village. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Village's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, the budgetary comparison schedule and the pension and OPEB schedules, which supplement the basic financial statements, was to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining and individual fund statements and schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory and statistical section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risk and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of internal controls

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2025 except for the implementation of Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences*. We noted no transactions entered into by the Village during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Village's financial statements were:

Management's estimate of the total pension liability and related deferred inflows/outflows in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27*, is based on actuarial methods and assumptions used by the actuary for the development of the funding valuation, as well as the accounting valuation for the Florida Retirement System Plan and Health Insurance Subsidy (HIS) Plan. The key factors impacting the assumptions, such as inflation, salary changes, market trends, ad hoc postemployment benefit changes (including ad hoc cost-of-living adjustments [COLAs]), and inputs to the discount rate, as well as certain information about mortality assumptions and the dates of experience studies, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the total other postemployment benefits ("OPEB") liability in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, is based on actuarial methods and assumptions used by the actuary for the development of the actuarially determined liability. The key factors impacting the assumptions, such as change in market conditions, discount rate, projected salary increases and projected inflation, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no sensitive disclosures affecting the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

Other than delays in receiving the reconciled working trial balance in a timely manner, we encountered no significant difficulties in working with management during the performance and completion of our audit.

Independence

For the fiscal year ended September 30, 2025, we were engaged to assist with the preparation of the financial statements and data collection form. We evaluated the nature and objective of the requested work, the role of the nonattest responsibilities and management's role and determined that our independence would not be impaired, in fact or appearance.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 31, 2026.

Significant Unusual Transactions

For purposes of this letter, professional standards define *significant unusual transactions* as transactions that are outside the normal course of business for the Village or that otherwise appear to be unusual due to their timing, size or nature. We did not identify any significant unusual transactions during our audit.

Related Party Relationships and Transactions

As part of our audit, we evaluated the Village's identification of, accounting for, and disclosures of the Village's relationships and transactions with related parties as required by professional standards. We did not identify any related parties or related party relationships or transactions that were previously undisclosed to us; significant related party transactions that have not been approved in accordance with the Village's policies or procedures or for which exceptions to the Village's policies or procedures were granted; or significant related party transactions that appeared to lack a business purpose.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The schedule of findings and responses (the "Schedule") which includes our audit findings, is included in the reporting section of the Village's 2025 annual comprehensive financial report. The Schedule includes two (2) significant deficiencies and one (1) material weaknesses along with management's responses to correct/improve these reported matters.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the budgetary comparison schedule and related notes and the information of the pension and OPEB, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial statements and schedules, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it. We did read the other information and considered whether a material inconsistency exists between the other information and the financial statements. We did not note any material inconsistencies.

Restriction on Use

This information is intended solely for the information and use of the Mayor, Village Commission, Village Manager and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

Carol, Gables, Florida



North Bay Village, Florida

Annual Comprehensive Financial Report
For the Fiscal Year Ended

September 30, 2025

ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF NORTH BAY VILLAGE, FLORIDA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Prepared by

The Finance Department

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Introductory Section

Letter of Transmittal ..... i-v
Organizational Chart vi
List of Elected and Principal Officials vii

Financial Section

Independent Auditors' Report 1-3

Management's Discussion and Analysis (Unaudited) 4-11

Basic Financial Statements
Government-wide Financial Statements
Statement of Net Position 12
Statement of Activities 13
Fund Financial Statements
Balance Sheet – Governmental Funds 14
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position 15
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 16
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 17
Statement of Net Position – Proprietary Funds 18
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 19
Statement of Cash Flows – Proprietary Funds 20
Notes to Basic Financial Statements 21-60

Required Supplementary Information

Budgetary Comparison Schedules:
Budgetary Comparison Schedule – General Fund 61
Notes to Budgetary Comparison Schedules 62
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan 63
Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program Pension Plan 64
Schedule of Village Contributions - Florida Retirement System Pension Plan 65
Schedule of Village Contributions - Health Insurance Subsidy Program Pension Plan 66
Schedule of Changes in Total OPEB Liability and Related Ratios – Other Post-Employment Benefits (OPEB) 67

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Supplementary Information:

Combining and Individual Fund Financial Statements and Schedules:

Combining Fund Financial Statements:
Combining Balance Sheet – Nonmajor Governmental Funds 68-69
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds 70-71

Budgetary Comparison Schedules:
Grant Administration 72
Building Fees Fund 73
Street Maintenance Fund 74
Transportation Fund 75
Roadway Projects Improvements Debt Service Fund 76
Debt Service Fund 77
CITT Roadways Capital Improvements Fund 78
Capital Projects Fund – ARPA 79
Capital Projects Fund 80
Capital Projects GOB Fund 81
Capital Projects GOB 2022 Parks Project 82

Statistical Section

Net Position by Component 83
Changes in Net Position 84-85
Fund Balances of Governmental Funds 86
Changes in Fund Balances of Governmental Funds 87
Governmental Activities Tax Revenues by Source 88
General Governmental Revenues by Source 89
Assessed Value and Estimated Actual Assessed Value of Taxable Property 90
Direct and Overlapping Governments 91
Principal Property Taxpayers 92
Property Tax Levies and Collections 93
Ratios of Outstanding Debt by Type 94
Ratio of General Bonded Debt Outstanding 95
Direct and Overlapping Governmental Activity Debt 96
Legal Debt Margin Information 97
Pledged-Revenue Coverage 98
Demographic and Economic Statistics 99
Occupational Employment by Group – Miami-Dade County, Florida 100
Full-Time Equivalent Village Government Employees by Function 101
Operating Indicators by Function/Program 102
Capital Assets by Function 103

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Compliance Section

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 104-105
Schedule of Findings and Responses 106-109
Summary Schedule of Prior Audit Findings 110
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida 111-113
Independent Accountants' Report on Compliance Pursuant to Section 218.415 Florida Statutes 114
Affidavit, F.S. Section 163.31801, Impact Fees 115

INTRODUCTORY SECTION

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

August 31, 2026

The Honorable Mayor Rachel A. Streitfeld
Members of the Village Commission and
The Citizens of North Bay Village

In accordance with Section 11.45 and Section 218.39, Florida Statutes, and Section 4.01 of the Charter of North Bay Village, Florida ("the Village"), submitted herewith is the Village's Annual Comprehensive Financial Report ("ACFR") for the fiscal year ended September 30, 2025.

The financial statements included in this report conform to generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). Village management is responsible for the accuracy, completeness, and fairness of the presentation, including all disclosures. The financial statements have been audited by CBIZ CPAs P.C., which issued an unmodified opinion on the Village's financial statements.

This report has been prepared in accordance with applicable GASB pronouncements, including Statement No. 34, requiring government-wide financial statements prepared on a full accrual basis for all funds, and including Management's Discussion and Analysis.

THE REPORTING ENTITY AND ITS SERVICES

North Bay Village was incorporated on June 4, 1945, and is a political subdivision of the State of Florida. The Village operates under a Commission–Manager form of government and provides General Government, Public Safety, Utility, and Community Services to residents and businesses. The Mayor, Vice Mayor and three Commissioners establish Village policy, and the Village Manager—appointed by the Commission—serves as the

Chief Administrative Officer responsible for implementing those policies and overseeing the day-to-day operations of the Village.

This ACFR includes all funds for which the Village is financially accountable. Although other agencies levy taxes on property located within Village limits—such as Miami-Dade County, Miami-Dade School District, Miami-Dade Fire and Rescue, Miami-Dade Library, the Florida Inland Navigation District, the South Florida Water Management District, and the Children's Trust—their financial information is not included in this report, as each is legally separate, fiscally independent, and governed by its own elected board. Their annual reports are available directly from each authority.

The Village encompasses approximately 0.84 square miles comprised of 0.33 square miles of land and 0.51 square miles of surrounding waters in Biscayne Bay. The population is approximately 8,300 residents. Several mixed-use, residential, and commercial projects are currently under review. One of the Village's strongest development features is its unique composition as a three-island community surrounded entirely by Biscayne Bay. Construction of the Brent W. Latham Community Center has been completed and will open to the public soon. The construction bids for the future home to Village administrative services, Police, and County Fire Station #27 are set for the evaluation, date is still to be determined.

Fiscal Year 2025

A diverse mix of older and newer condominium properties, combined with the Village's waterfront location, has supported continued recovery in taxable values following past real-estate volatility. The final 2025 taxable value of $1.764 billion represents a 9.70% increase from 2024 for all assessed property. The number of building permits and applications for mixed-use development continues to rise, contributing to job creation and strengthening the local economy.

MAJOR INITIATIVES

The Village continues advancing major infrastructure repair and improvement projects while actively pursuing grants to offset funding needs. Key initiatives include:

- New Sanitary pump station projects on Hispanola Avenue and Galleon Street were completed in late 2025.
- Completion of construction for the Brent W. Latham Community Center.

• Treasure Island pedestrian signal and ADA upgrades have been completed.

• Harbor and Treasure Island sidewalk improvements are in the final stages of design.

• Stormwater inlet filter and outfall upgrades continue, supported by a recent $1 million grant.

• Vogel Park enhancements include a completed boat lift for the Marine Patrol vessel, with the kayak launch currently in the permitting phase.

• The contract for the North Bay Island stormwater improvements was awarded, and initial site work is in progress.

The Village also continues to invest in its youth by offering free sports and enrichment activities to residents and Treasure Island Elementary students through Creece Consulting (soccer), Arts 4 Learning (camps) and YMCA (camps / aftercare / family enrichment).

FINANCIAL INFORMATION

Internal Accounting Control

Village management is responsible for establishing and maintaining adequate internal controls to ensure that sufficient accounting data is compiled to prepare financial statements in conformity with GAAP. Internal controls provide reasonable assurance that objectives will be achieved, recognizing that (1) the cost of controls should not exceed anticipated benefits, and (2) management must exercise judgment in evaluating costs and benefits.

All evaluations of internal control were conducted under this framework. Management believes the Village's internal controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Control

An annual appropriated budget is adopted for all governmental funds except the Federal Forfeiture Fund, State Forfeiture Fund, Police Improvement Trust Fund, and Parks Improvement Fund. Appropriations are legally controlled at the department level in accordance with Village Ordinance. Encumbrance accounting is used throughout the year to record purchase orders and other financial commitments.

Overview of Financial Activity

The financial statements reflect continued expansion of Village services to meet the needs of residents and businesses. A detailed summary is provided in the Management's Discussion and Analysis section.

Fund Balances

Restricted fund balances have externally enforceable limitations on use. Committed fund balances may only be used for purposes established by formal Commission action through ordinance, and changes to such commitments also require an ordinance. Assigned fund balances represent intended uses not restricted or committed. Unassigned fund balance represents net resources available at year-end.

Retirement Programs

The Village contributes to the Florida Retirement System (FRS), the defined benefit plan covering most Village employees. Contribution rates vary by employee classification. The Village also contributes to a defined contribution plan for two employees who remained in that plan when the Village transitioned to FRS. Under these plans, the Village contributes between 13.63% and 34.52% to FRS, while employees contribute 3%. Employees in the defined contribution plan contribute 5.5%, and the Village contributes 13.6%.

Labor Contracts

The Village maintains Collective Bargaining Agreements with two unions. A new agreement with the union representing sworn police officers (FOP) was approved, expiring September 30, 2028. The FOPA agreement covering non-managerial and blue-collar employees also expires September 30, 2028.

Financing Programs and Debt Administration

The Village currently has fifteen outstanding long-term debt issues.

- Eight water and sewer infrastructure loans through the Florida Department of Environmental Protection (DEP), with interest rates from 0.09% to 2.99%, payable through October 2037. The outstanding principal as of September 30, 2025, was $8,194,582.

- Four General Obligation (GO) bond issues from 2010, 2011, 2022, and 2023, maturing in 2031, 2028, 2032, and 2038. Total outstanding principal as of September 30, 2025, was $11,370,002.
- A taxable note issued in May 2018 for $2,350,000 related to the purchase of the Sakura property, refinanced in 2021 with a 15-year term at 2.984% interest. The outstanding principal as of September 30, 2025, was $1,820,000.
- A taxable note issued in August 2023 for $10,000,000 to finance stormwater and related roadway improvements, with a 4.51% interest rate and a five-year term. The outstanding principal as of September 30, 2025, was $10,000,000.
- A 2020 Road Improvement Revenue Note for $1,500,000 at 1.221% interest, maturing July 1, 2035, with an outstanding principal of $1,030,000 as of September 30, 2025.

OTHER INFORMATION

Independent Audit

Pursuant to Section 11.45(3)(a)(4), Florida Statutes, and Section 4.1 of the Village Charter, the Village engaged CBIZ, Inc. to perform the independent audit of Village accounts and records. The auditors' reports are included in the Financial Section.

Certificate of Achievement

The Government Finance Officers Association ("GFOA") awards its Certificate of Achievement for Excellence in Financial Reporting to governments whose reports meet GFOA standards. The Village submitted its FY 2024 ACFR to GFOA for consideration under the Certificate of Achievement for Excellence in Financial Reporting program.

Acknowledgements

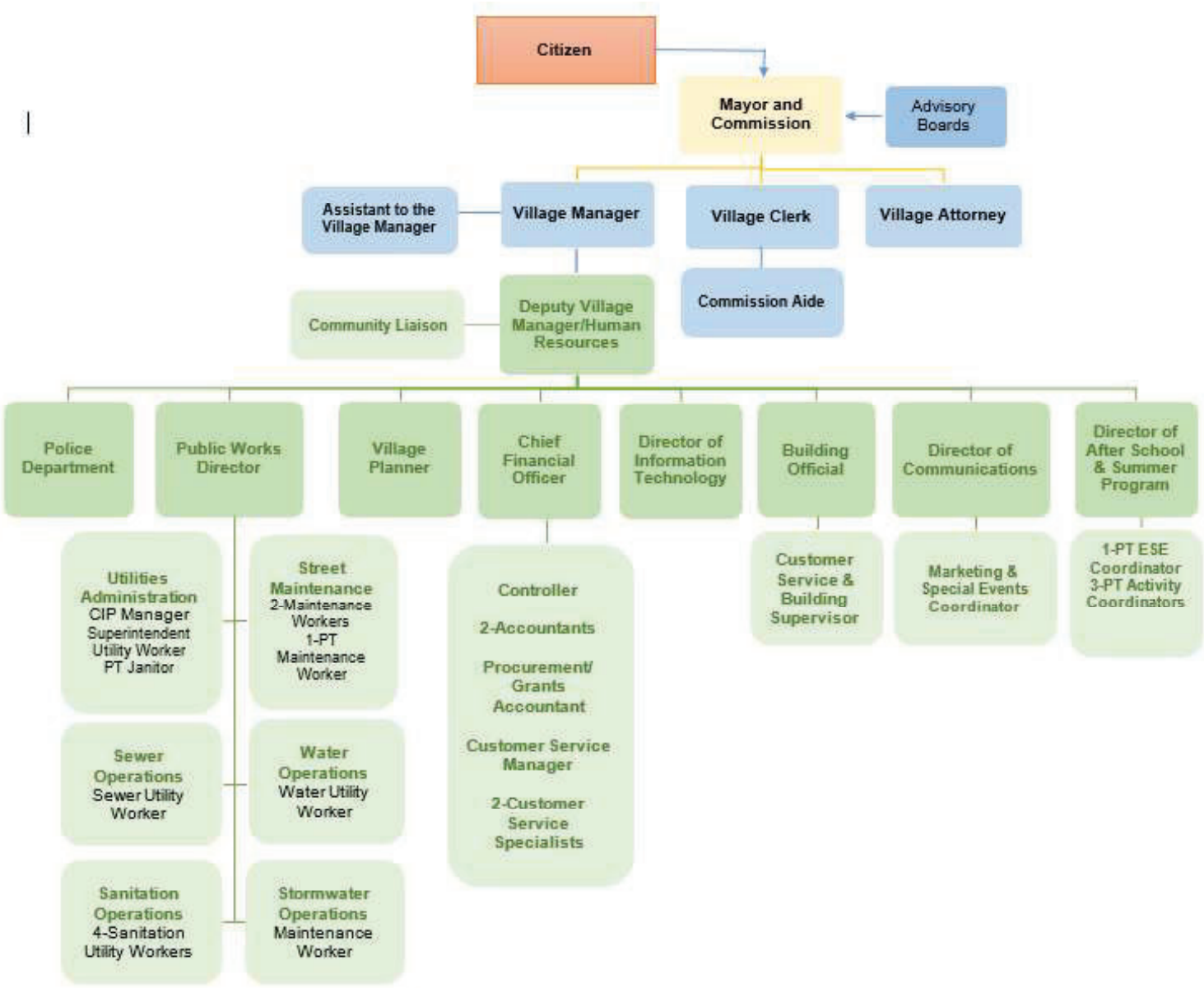
Preparation of this ACFR would not have been possible without the dedication and professionalism of the Finance Department staff. We extend our appreciation to all team members who contributed to this effort. We also thank the Mayor and Village Commission for their continuing support and commitment to responsible and progressive financial management.

Respectfully submitted,

Frank Rollason, Village Manager

Mayte Gamiotea, Chief Financial Officer

ORGANIZATIONAL CHART



Title	Name
Mayor	Rachel Streitfeld
Vice Mayor	Goran Cuk
Commissioner	Richard Chervony
Commissioner	Andy Daro
Commissioner	Doris Acosta
Village Manager	Frank Rollason
Deputy Village Manager/HR Director	Jenice Rosado
Village Clerk	Alba Chang
Village Attorney	Haydee Sera
Chief Financial Officer	Mayte Gamiotea
Police Chief	Carlos Noriega

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

CBIZ CPAs P.C.

2811 Ponce De Leon Blvd., Suite 1100
Coral Gables, FL 33134

P: 305.995.9600

Independent Auditors' Report

To the Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 11, the budgetary comparison schedule and related notes, the information of the pension and OPEB on pages 59 through 65, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required

part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 31, 2026 on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

Coral Gables, Florida
August 31, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

As management of the North Bay Village, Florida (the "Village"), we offer readers of the accompanying financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2025.

Financial Highlights

The assets and deferred outflows of resources of the Village exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $64,993,389 (total net position). Governmental activities net position amounted to $49,431,671, and business-type net position amounted to $15,561,718. Net position increased by $20,544,027, during the current fiscal year net of a restatement (decrease) of $182,782. The increase in total net position was primarily the result of an increase in the Village's cash position of $24,075,638 that outpaced an increase in total liabilities of $2,571,623 (from various activities but mostly attributed to pension-related items and the issuance of debt).

For the fiscal year ended September 30, 2025, the Village's governmental activities revenues and expenses were $36,192,460, and $16,940,542, respectively. Transfers out to business-type activities amounted to $437,072. As a result, governmental net position increased by $18,814,846. This increase in net position, when compared to the prior year's increase of $20,386,592, is reflective of increases in grants and contributions received along with increases in tax revenues that were exceeded by an increase in expenses of the governmental activities of $2,012,384.

For the fiscal year ended September 30, 2025, the Village's business-type activities revenues and expenses were $11,055,226, and $9,580,335, respectively. As a result, combined with transfers in from governmental activities of $437,072, business-type activities net position increased by $1,911,963. The current year increase in net position was primarily the result of a $2,272,417 increase in charges for services and capital grants and contributions offset by a decrease of $573,308 in transfers from the Village's governmental activities funds and an increase in current year expenses of $749,359.

At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of $55,145,388, an increase of $12,933,586, in comparison with the prior year. Approximately 46% of this amount $26,071,232 is unrestricted and spendable. This amount represents 96% of the fiscal year's General Fund expenditures, or 12 months of operations.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Village's basic financial statements. The Village's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, 3) and notes to the basic

financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide financial statements - The government-wide financial statements, which consist of the following two statements described below, were designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Village's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. This statement represents full accrual accounting, including the recording (net of depreciation) of infrastructure such as roads and streets.

The statement of activities presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned but unused vacation leave, and long-term obligations in the governmental funds) of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, building, planning, and zoning, public works and parks and recreation. The business type activities of the Village include water, sanitation, sewer, and storm water operations. The government-wide financial statements can be found on pages 12 and 13 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the Village can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near- term funding and financing requirements. Governmental funds use a modified accrual basis of accounting. It recognizes revenues when they become available and measurable and, with a few exceptions, records expenditures when liabilities are incurred.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Village's near-term funding and financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Village maintains twenty individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Parks Improvement Fund, the Building Fees Fund, the Capital Projects GOB Fund and the Capital Projects GOB 2022 Parks Fund, which are considered Major Funds. Data from the other fifteen governmental funds are combined into a single aggregated presentation. Individual fund data for each of these other major governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The governmental fund financial statements can be found on pages 14 through 17 of this report.

Proprietary funds - The Village maintains one type of proprietary fund referred to as an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements and are used to account for water, sewer, sanitation, and stormwater operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the utility operations and the storm water operations. Proprietary funds utilize full accrual accounting. The proprietary fund financial statements can be found on pages 18 through 20 of this report.

Notes to the basic financial statements - The notes provide additional, important, and expansive information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. Readers should not overlook this important section of the financial statements. The notes to the basic financial statements can be found on pages 21 through 59 of this report.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the Village's General Fund budgetary schedules and progress in funding its obligation to provide OPEB benefits to its employees and the Village's pension liability and its contributions to fund that liability.

Required supplementary information can be found on pages 60 through 66 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 67 through 81 of this report.

Government-Wide Financial Analysis

Net position - As noted earlier, net position over time may serve as a useful indicator of the Village's financial position. In the case of the Village, total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $64,993,389, at the close of September 30, 2025. Governmental activities net position totaled $49,431,671, and business-type activities net position totaled $15,561,718. The following table presents a condensed statement of net position as compared to the prior year:

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 57,155,048	$ 42,369,054	$ 11,123,991	$ 1,163,858	$ 68,279,039	$ 43,532,912
Restricted assets	1,241,744	1,479,689	539,029	517,209	1,780,773	1,996,898
Capital assets, net	20,677,646	16,438,339	26,629,306	24,002,315	47,306,952	40,440,654
Total assets	79,074,438	60,287,082	38,292,326	25,683,382	117,366,764	85,970,464
Deferred outflows of resources	3,420,404	2,838,167	443,088	440,664	3,863,492	3,278,831
Current and other liabilities	3,308,216	1,445,798	2,710,438	1,502,494	6,018,654	2,948,292
Long-term liabilities	27,947,112	29,723,691	12,042,187	10,764,347	39,989,299	40,488,038
Total liabilities	31,255,328	31,169,489	14,752,625	12,266,841	46,007,953	43,436,330
Deferred inflows of resources	1,807,843	1,167,614	246,766	195,989	2,054,609	1,363,603
Net investment in capital assets	11,440,574	8,341,424	15,956,553	14,829,761	27,397,127	23,171,185
Restricted	22,795,547	26,376,661	-	-	22,795,547	26,376,661
Unrestricted (deficit)	15,195,550	(3,929,939)	(394,835)	(1,168,545)	14,800,715	(5,098,484)
Total net position	$ 49,431,671	$ 30,788,146	$ 15,561,718	$ 13,661,216	$ 64,993,389	$ 44,449,362

By far, the largest portion of the Village's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), net of depreciation and less any related outstanding debt that was used to acquire those assets ($27,397,127). The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the Village's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion ($22,795,547) of the Village's net position represents resources that are subject to external restrictions on how they may be used. Of that amount, $9,559,715 must be used for certain capital projects; $294,704 must be used for certain transportation-related

activities; $3,125,742 must be used for certain law enforcement activities; $283,995 must be used for sewer utility maintenance; $860,821 must be used for debt service; $1,048,102 must be used for housing and development; $3,507,404 must be used for public works projects and $4,114,964, must be used for various recreation and human services activities.

Changes in net position - Governmental activities and business-type activities increased the Village's net position by $20,726,809, from the previous fiscal year. This was offset by a restatement related to the implementation of new accounting standards that decreased beginning net position by $182,782. The relevant revenue and expense categories and their effect on net position are summarized in the table below. The information presented in this table will be used in the subsequent discussion of governmental and business-type activities:

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 5,996,650	$ 9,770,229	$ 10,203,311	$ 8,295,639	$ 16,199,961	$ 18,065,868
Operating grants and contributions	440,787	1,333,454	--	--	440,787	1,333,454
Capital grants and contributions	15,868,701	11,859,643	787,137	422,392	16,655,838	12,282,035
General revenues:						
Property taxes	10,817,667	9,850,204	--	--	10,817,667	9,850,204
Other taxes and fees	2,788,680	2,939,148	--	--	2,788,680	2,939,148
Interest income	174,572	231,785	42,644	597	217,216	232,382
Other general revenues	105,403	340,667	22,134	53,865	127,537	394,532
Total revenues	36,192,460	36,325,130	11,055,226	8,772,493	47,247,686	45,097,623
Expenses:						
General government	3,943,958	3,899,053	--	--	3,943,958	3,899,053
Public safety	7,752,984	7,927,480	--	--	7,752,984	7,927,480
Public works	1,471,045	922,508	--	--	1,471,045	922,508
Building, planning and zoning	2,440,366	954,833	--	--	2,440,366	954,833
Recreation and human services	769,694	638,690	--	--	769,694	638,690
Interest	562,495	585,594	--	--	562,495	585,594
Utility	--	--	9,201,913	8,591,757	9,201,913	8,591,757
Stormwater utility	--	--	379,422	239,219	379,422	239,219
Total expenses	16,940,542	14,928,158	9,581,335	8,830,976	26,521,877	23,759,134
Change in net position before	19,251,918	21,396,972	1,473,891	(58,483)	20,725,809	21,338,489
Transfers between funds	(437,072)	(1,010,380)	437,072	1,010,380	--	--
Increase (decrease) in position	18,814,846	20,386,592	1,910,963	951,897	20,725,809	21,338,489
Net position- beginning	30,788,146	10,401,554	13,661,216	12,709,319	44,449,362	23,110,873
Prior period adjustment	(171,321)	--	(11,461)	--	(182,782)	--
Net position- beginning, as restated	30,616,825	10,401,554	13,649,755	12,709,319	44,266,580	23,110,873
Net position- ending	$ 49,431,671	$ 30,788,146	$ 15,560,718	$ 13,661,216	$ 64,992,389	$ 44,449,362

Governmental activities - During the current fiscal year, net position for governmental activities increased $18,814,846 from the prior fiscal year. This was less than the increase of $20,386,592 in fiscal year 2024 due to total revenues consistent with fiscal year 2024 that did not cover the increase in current year expenditures of $2,012,384, primarily the result of

increases in employee compensation. The Village saw increases in expenses for general government, public works, and building, planning and zoning, with expenses in public safety and recreating declining.

Business-type Activities - For the Village's business-type activities, the results for the current fiscal year are positive by $1,474,891 before transfers between funds, resulting in a decrease in transfers from governmental funds from the prior year of $573,308. Of the $1,474,891 increase to net position before transfers, $787,137 came from capital grants and developer contributions and should not be considered recurring revenues.

Financial Analysis of the Governmental Funds

Governmental funds - The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the Village's net resources available for spending as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Village Commission.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of $55,145,388, an increase of $12,933,586 from the prior year. Approximately 46%, or $26,071,232, of the combined fund balance represents the spendable and unrestricted portion of the fund balance. Approximately $2,584,883, is assigned as a reserve. It represents 20% of the year's General Fund budgeted expenditures, as required by the Village's code. The remainder of the fund balance is either non-spendable or restricted to purposes:

1) not in spendable form, all as prepaid expenditures ($102,349)
2) restricted by external sources, law, or legislation legally restricting its use for purposes ($28,971,807)

The 20% assignment of fund balance represents a North Bay Village code requirement for a type of reserve that can only be used for non-emergency uses limited to unanticipated capital improvements and infrastructure needs and unforeseen contingent liabilities or for emergency uses including unscheduled natural disasters/emergencies, acts of God or war, and for the emergency health, safety and welfare needs of the Village. The Village Code specifies the way the funds can be appropriated and how they must be replenished or established. While the Code requires a super majority vote to enact appropriation, the underlying code can be amended by a simple majority vote.

The General Fund is the chief operating fund of the Village. By definition, it accounts for all activity not accounted for in another fund.

The Village maintains nine additional (non-major) special revenue funds (ARPA Fund, Work Force Housing, Street Maintenance, Transportation, State Forfeiture, Federal Forfeiture, Children's Services, Police Improvement and Grant Administration), two debt service funds, and three Capital Project Funds (CITT Roadway Improvements, ARPA Capital Projects, and Capital Projects). The Building Fees Fund and the Parks Improvement Fund were major funds in fiscal year 2024, with a combined fund balance of $1,777,584. The combined fund balances for non-major funds total of $9,801,840 at fiscal year-end, of which $1,241,744 came from the Transportation fund (also sometimes called the CITT fund).

Proprietary funds - The Village's two proprietary funds (Utility fund and Stormwater Utility fund) provide the same type of information found in the government-wide financial statements, but in more detail. The net position of the proprietary funds at the end of the year amounted to $15,561,718.

General Fund Budgetary Highlights

General fund revenues exceeded final budgeted amounts by $14,933,787. The variances were generally across all major categories of revenues; however, the primary source of revenues more than the budgeted amounts came from contributions of $15,568,010 from community and corporate sources. Excluding debt service and capital outlay, all the departmental expenditures were under budget. After the debt service payments and capital outlay, actual expenditures were more than amounts budgeted by $904,705.

Capital Assets and Debt Administration

Capital assets - The Village's capital assets, less accumulated depreciation, for its governmental and business-type activities as of September 30, 2025, amounted to $20,677,646, and $26,629,306, respectively, and consists of land, construction in progress, buildings and improvements, improvements other than buildings, vehicles, machinery and equipment, right-of-use assets and subscriptions. During the year, the Village added $5,646,295 of new capital assets to its governmental activities. The Village's business-type activities added $3,880,948 of new assets, predominately related to the Village's underground utilities projects. A more detailed schedule can be found on pages 34 and 35 of the notes to the financial statements.

Long-term debt - At the end of the current fiscal, the Village has governmental activities debt outstanding of $16,770,745. Of that amount, $11,370,002 is General Obligation bond debt. The Village levies an additional voter-approved property tax rate to pay for the annual principal and interest on this debt. The Village also has a Series 2021 Note outstanding for $1,820,000 which is secured by non-ad valorem revenues. This debt was used to purchase an additional

parcel of land for a new Village Hall/Police/Fire complex. The Village also has a Series 2020 Road Improvement Revenue Note of $1,030,000. Proceeds from this debt issuance is being used to fund CITT Roadway Improvements.

The Village's Utility Fund has State Revolving Fund (SRF) debt outstanding of $8,194,582. The State Revolving Fund debt is secured by the gross revenues derived yearly from the operation of the Utility Fund after payment of operating and maintenance expenses. The Village obtained a line of credit during the prior fiscal year with a limit of $10,000,000. At September 30, 2025, the Village has drawn down the entire amount of the line of credit.

The Village's financial advisor has computed that the existing rate structure would be sufficient to support all issued, unissued, and anticipated debt.

Authorized but unissued debt - In 2006 and again in 2008, Village voters approved General Obligation bonds totaling $28,400,000 for various community improvements, of which $19,435,000 has been issued as of September 30, 2025. Additional bonds, if issued, would be repaid with a separate voted debt service millage rate each year the bonds are outstanding. The Village does not believe this would adversely affect its finances but does increase the local burden to property owners.

Additional information related to long-term debt can be found under Note 8 to the financial statements, found on pages 37 through 43.

Requests for Information

This financial report is designed to provide a general overview of the Village's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Village Manager, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141.

BASIC FINANCIAL STATEMENTS

NOTES TO BASIC FINANCIAL STATEMENTS

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2025

	Governmental Activities	Business-type Activities	Total
Assets			
Current Assets			
Cash and cash equivalents	$ 41,024,223	$ 24,016,363	$ 65,040,586
Investments	67,101	11,621	78,722
Accounts receivable, net	248,960	789,786	1,038,746
Due from other governments	768,547	1,142,564	1,911,111
Internal balances	14,943,868	(14,943,868)	--
Prepaid items	102,349	107,525	209,874
Restricted cash	1,241,744	539,029	1,780,773
Total Current Assets	58,396,792	11,663,020	70,059,812
Noncurrent Assets			
Capital assets, non-depreciated	14,714,277	6,456,176	21,170,453
Capital assets being depreciated/amortized, net	5,963,369	20,173,130	26,136,499
Total Noncurrent Assets	20,677,646	26,629,306	47,306,952
Total Assets	79,074,438	38,292,326	117,366,764
Deferred Outflows of Resources:			
Pension	3,420,404	443,088	3,863,492
Total Deferred Outflows of Resources	3,420,404	443,088	3,863,492
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	2,434,047	1,987,643	4,421,690
Accrued payroll and benefits	660,122	44,223	704,345
Accrued interest payable	159,901	130,076	289,977
Unearned revenues	54,146	--	54,146
Customer deposits	--	548,496	548,496
Total Current Liabilities	3,308,216	2,710,438	6,018,654
Noncurrent Liabilities			
Portion due within one year:			
Compensated absences	347,900	6,300	354,200
Line of credit	--	1,825,695	1,825,695
Leases	746,242	152,597	898,839
SBITAs	61,493	23,551	85,044
Claims payable	34,565	--	34,565
Notes payable	1,537,857	8,194,582	9,732,439
Portion due in more than one year:			
Total OPEB liability	220,990	52,073	273,063
Net pension liability	8,750,975	1,360,824	10,111,799
Compensated absences	1,579,979	148,724	1,728,703
Line of credit	--	8,174,305	8,174,305
Leases	1,635,192	271,802	1,906,994
SBITAs	107,816	6,039	113,855
Claims payable	241,959	--	241,959
Notes payable	12,682,144	--	12,682,144
Total Noncurrent Liabilities	27,947,112	20,216,492	48,163,604
Total Liabilities	31,255,328	22,926,930	54,182,258
Deferred Inflows of Resources:			
Pension	1,807,843	246,766	2,054,609
Total Deferred Inflows of Resources	1,807,843	246,766	2,054,609
Net Position:			
Net investment in capital assets	11,440,574	15,956,553	27,397,127
Restricted for:			
Capital projects	9,843,710	--	9,843,710
Debt service	860,921	--	860,921
Housing and development	1,048,102	--	1,048,102
Building, planning, and zoning	3,507,404	--	3,507,404
Public works	294,704	--	294,704
Transportation projects	3,125,742	--	3,125,742
Law enforcement	4,114,964	--	4,114,964
Recreation and human services	6,176,260	--	6,176,260
Unrestricted	9,019,290	(394,835)	8,624,455
Total Net Position	$ 49,431,671	$ 15,561,718	$ 64,993,389

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

		Program Revenues			Net Revenue (Expense) and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities:							
General government	$ 3,943,958	$ 978,362	$ 300,089	$ 15,568,010	$ 12,902,503	$ --	$ 12,902,503
Public safety	7,752,984	1,604,350	140,698	112,873	(5,895,063)	--	(5,895,063)
Public works	1,471,045	--	--	187,818	(1,283,227)	--	(1,283,227)
Building, planning and zoning	2,440,366	3,413,938	--	--	973,572	--	973,572
Recreation and human services	769,694	--	--	--	(769,694)	--	(769,694)
Interest on long-term debt	562,495	--	--	--	(562,495)	--	(562,495)
Total Governmental Activities	16,940,542	5,996,650	440,787	15,868,701	5,365,596	--	5,365,596
Business-type Activities:							
Utility fund	9,201,913	9,748,596	--	500,000	--	1,046,683	1,046,683
Stormwater utility	378,422	454,715	--	287,137	--	363,430	363,430
Total Business-type Activities	9,580,335	10,203,311	--	787,137	--	1,410,113	1,410,113
Total Primary Government	$ 26,520,877	$ 16,199,961	$ 440,787	$ 16,655,838	5,365,596	1,410,113	6,775,709
		General revenues:					
		Property taxes, levied for general purposes			10,817,667	--	10,817,667
		Franchise fees based on gross receipts			542,521	--	542,521
		Utility taxes			983,037	--	983,037
		Sales tax			824,226	--	824,226
		Intergovernmental (unrestricted)			438,896	--	438,896
		Investment income			174,572	42,644	217,216
		Miscellaneous			145,522	22,134	167656
		Transfers			(437,072)	437,072	--
		Loss on disposal of capital assets			(40,119)	--	(40,119)
		Total General Revenues and transfers			13,449,250	501,850	13,951,100
		Change in Net Position			18,814,846	1,911,963	20,726,809
		Net Position - Beginning			30,788,146	13,661,216	44,449,362
		Restatement (see Note 14)			(171,321)	(11,461)	(182,782)
		Net Position - Beginning, as restated			30,616,825	13,649,755	44,266,580
		Net Position - Ending			$ 49,431,671	$ 15,561,718	$ 64,993,389

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	Major Funds						
	General Fund	Formerly nonmajor fund Parks Improvement Fund	Formerly nonmajor fund Building Fees Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
Assets:							
Cash and cash equivalents	$ 11,030,174	$ 6,158,560	$ 4,216,761	$ 8,199,868	$ 3,010,725	$ 8,408,135	$ 41,024,223
Investments	67,101	--	--	--	--	--	67,101
Accounts receivable	248,960	--	--	--	--	--	248,960
Due from other governments	307,619	--	--	--	--	460,928	768,547
Due from other funds	15,891,734	--	154,386	--	--	21,906	16,068,026
Prepaid costs	102,349	--	--	--	--	--	102,349
Restricted cash	--	--	--	--	--	1,241,744	1,241,744
Total Assets	$ 27,647,937	$ 6,158,560	$ 4,371,147	$ 8,199,868	$ 3,010,725	$ 10,132,713	$ 59,520,950
Liabilities:							
Accounts payable and accrued liabilities	$ 522,570	$ --	$ 863,743	$ 76,307	$ 831,652	$ 139,775	$ 2,434,047
Accrued payroll and benefits	656,359	--	--	--	--	3,763	660,122
Due to other funds	211,280	--	--	--	828,467	84,411	1,124,158
Unearned revenue	54,146	--	--	--	--	--	54,146
Total Liabilities	1,444,355	--	863,743	76,307	1,660,119	227,949	4,272,473
Deferred Inflows of Resources:							
Unavailable revenue	165	--	--	--	--	102,924	103,089
Total Deferred Inflows of Resources	165	--	--	--	--	102,924	103,089
Fund Balances:							
Nonspendable prepaid costs	102,349	--	--	--	--	--	102,349
Restricted for:							
Capital projects	--	--	--	8,123,561	1,350,606	369,543	9,843,710
Debt service	--	--	--	--	--	860,921	860,921
Housing and development	--	--	--	--	--	1,048,102	1,048,102
Building, planning, and zoning	--	--	3,507,404	--	--	--	3,507,404
Public works	--	--	--	--	--	294,704	294,704
Transportation projects	--	--	--	--	--	3,125,742	3,125,742
Law enforcement	--	--	--	--	--	4,114,964	4,114,964
Recreation and human services	--	6,158,560	--	--	--	17,700	6,176,260
Assigned for:							
Operating reserves	2,584,883	--	--	--	--	--	2,584,883
Unassigned	23,516,185	--	--	--	--	(29,836)	23,486,349
Total Fund Balances	26,203,417	6,158,560	3,507,404	8,123,561	1,350,606	9,801,840	55,145,388
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 27,647,937	$ 6,158,560	$ 4,371,147	$ 8,199,868	$ 3,010,725	$ 10,132,713	$ 59,520,950

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2025

Fund Balances - Total Governmental Funds		$ 55,145,388
Amounts reported for governmental activities in the statement of net position are different as a result of:		
Capital assets, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 28,219,515	
Less accumulated depreciation	(7,541,869)	20,677,646
Long-term liabilities (excluding those reported in the internal service funds), including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences	(1,927,879)	
Leases	(2,381,434)	
Subscriptions	(169,309)	
Notes payable	(14,220,001)	
Claims payable	(276,524)	
Accrued interest on long term debt	(159,901)	
Net pension activity:		
Net pension liability	(8,750,975)	
Deferred outflows of resources	3,420,404	
Deferred inflows of resources	(1,807,843)	
Other Postemployment Benefits Obligation (OPEB) activity:		
Total OPEB liability	(220,990)	(26,494,452)
Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.		103,089
Net Position of Governmental Activities		$ 49,431,671

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Major Funds						
	General Fund	Formerly nonmajor fund Park Improvements Fund	Formerly nonmajor fund Building Fees Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
Revenues:							
Taxes	$ 9,849,498	$ --	$ --	$ --	$ --	$ 2,492,173	$ 12,341,671
Impact fees	125,191	1,892	--	--	--	67,389	194,472
Licenses and permits	7,900	--	3,406,038	--	--	--	3,413,938
Franchise fees	542,521	--	--	--	--	--	542,521
Intergovernmental revenue	1,263,122	--	--	--	--	1,863,633	3,126,755
Charges for services	739,682	--	44,208	--	--	--	783,890
Fines and forfeitures	182,106	--	--	--	--	--	182,106
Investment income	2,998	--	--	113,478	9,034	49,062	174,572
Developer contributions	15,568,010	--	--	--	--	--	15,568,010
Miscellaneous	104,051	--	34,524	--	--	6,947	145,522
Total Revenues	28,385,079	1,892	3,484,770	113,478	9,034	4,479,204	36,473,457
Expenditures:							
Current:							
General government	3,268,956	--	--	--	--	--	3,268,956
Public safety	8,631,731	--	--	--	--	28,233	8,659,964
Public works	--	--	--	--	--	1,125,929	1,125,929
Building, planning, and zoning	--	--	2,411,964	--	--	--	2,411,964
Recreation and human services	626,516	--	--	--	--	--	626,516
Debt service:							
Principal	839,566	--	37,610	--	--	1,349,664	2,226,840
Interest	121,255	--	2,938	--	--	438,302	562,495
Capital outlay	1,425,693	--	--	1,375,371	2,003,043	815,454	5,619,561
Total Expenditures	14,913,717	--	2,452,512	1,375,371	2,003,043	3,757,582	24,502,225
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,471,362	1,892	1,032,258	(1,261,893)	(1,994,009)	721,622	11,971,232
Other Financing Sources (Uses):							
Initiation of Leases	1,399,426	--	--	--	--	--	1,399,426
Transfers in	--	5,479,230	1,375,000	400,000	600,000	4,581,303	12,435,533
Transfers out	(12,470,100)	--	--	--	--	(402,505)	(12,872,605)
Total Other Financing Sources (Uses)	(11,070,674)	5,479,230	1,375,000	400,000	600,000	4,178,798	962,354
Net Change in Fund Balances	2,400,688	5,481,122	2,407,258	(861,893)	(1,394,009)	4,900,420	12,933,586
Fund Balances - Beginning as previously presented	23,802,729	--	--	8,985,454	2,744,615	6,679,004	42,211,802
Change within reporting entity (nonmajor to major)	--	677,438	1,100,146	--	--	(1,777,584)	--
Fund Balances - Beginning as adjusted	23,802,729	677,438	1,100,146	8,985,454	2,744,615	4,901,420	42,211,802
Fund Balances - Ending	$ 26,203,417	$ 6,158,560	$ 3,507,404	$ 8,123,561	$ 1,350,606	$ 9,801,840	$ 55,145,388

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Net Change Fund Balances - Total Governmental Funds		$ 12,933,586
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while the Statement of Activities reports depreciation expense on capital assets. This is the amount by which capital outlays exceeded depreciation in the current period. The details of the difference are as follows:		
Expenditures for capital outlay	$ 5,619,562	
Less current year depreciation	(1,340,136)	
Net adjustment		4,279,426
Disposal of asset		(40,119)
The issuance of long-term debt provides current financial resources to governmental funds. Repayment of the principal consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The details of the difference are as follows:		
Issuance of debt - leases	(1,232,192)	
Issuance of debt - subscriptions	(167,234)	
Principal payments:		
Notes payable	1,482,858	
Leases	653,778	
Subscription	90,204	
		827,414
Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.		(240,878)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in:		
Compensated absences	347,945	
Claims payable	34,565	
Accrued interest	(7,077)	
Net pension activity	675,085	
Total Other Postemployment Benefits Obligation (OPEB) activity	4,899	
		1,055,417
Change in Net Position of Governmental Activities		$ 18,814,846

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2025

	Business-Type Activities Enterprise Funds		
	Major Funds		
	Utility Fund	Formerly nonmajor fund Stormwater Utility Fund	Total
Assets:			
Current assets:			
Cash and cash equivalents	$ 4,683,008	$ 19,333,355	$ 24,016,363
Investments	11,621	--	11,621
Accounts receivable, net	749,284	40,502	789,786
Due from other governments	1,000,000	142,564	1,142,564
Due from other funds	56,894	54,382	111,276
Prepaid items	107,525	--	107,525
Restricted cash	539,029	--	539,029
Total Current Assets	7,147,361	19,570,803	26,718,164
Noncurrent assets:			
Capital assets:			
Capital assets not being depreciated	3,275,271	3,180,905	6,456,176
Capital assets being depreciated/amortized, net	19,591,286	581,844	20,173,130
Total Noncurrent Assets	22,866,557	3,762,749	26,629,306
Total Assets	30,013,918	23,333,552	53,347,470
Deferred Outflows of Resources			
Pension	423,234	19,854	443,088
Total Deferred Outflows of Resources	423,234	19,854	443,088
Liabilities:			
Current liabilities:			
Accounts payable and accrued liabilities	1,653,494	334,149	1,987,643
Accrued payroll and benefits	41,343	2,880	44,223
Accrued interest payable	5,742	124,334	130,076
Due to other funds	5,084,388	9,970,756	15,055,144
Customer deposits	548,496	--	548,496
Total current liabilities	7,333,463	10,432,119	17,765,582
Noncurrent liabilities:			
Portion due within one year:			
Compensated absences	6,300	--	6,300
Line of credit	--	1,825,695	1,825,695
Leases	152,597	--	152,597
SBITAs	23,551	--	23,551
Note payable	8,194,582	--	8,194,582
Portion due in more than one year:			
OPEB liability	47,376	4,697	52,073
Net pension liability	1,299,846	60,978	1,360,824
Compensated absences	133,114	15,610	148,724
Leases	271,802	--	271,802
Line of credit	--	8,174,305	8,174,305
SBITAs	6,039	--	6,039
Total noncurrent liabilities	10,135,207	10,081,285	20,216,492
Total Liabilities	17,468,670	20,513,404	37,982,074
Deferred Inflows of Resources			
Pension	235,709	11,057	246,766
Total Deferred Inflows of Resources	235,709	11,057	246,766
Net Position:			
Net investment in capital assets	14,081,528	1,875,025	15,956,553
Unrestricted	(1,348,755)	953,920	(394,835)
Total Net Position	$ 12,732,773	$ 2,828,945	$ 15,561,718

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities Enterprise Funds		
	Major Funds		
	Utility Fund	Formerly nonmajor fund Stormwater Utility Fund	Total
Operating Revenues:			
Sanitation charges	$ 1,931,734	$ --	$ 1,931,734
Sewer charges	3,093,163	--	3,093,163
Metered water charges	3,123,762	--	3,123,762
Stormwater user fees	--	454,715	454,715
Total Operating Revenues	8,148,659	454,715	8,603,374
Operating Expenses:			
Payroll and related expenses	1,931,917	150,701	2,082,618
Sewage disposal fees	1,240,473	--	1,240,473
Materials, supplies, repairs, and other	3,135,059	40,336	3,175,395
Water purchases	1,070,197	--	1,070,197
Solid waste disposal and recycling services	534,681	--	534,681
Depreciation/amortization	1,178,649	41,145	1,219,794
Total Operating Expenses	9,090,976	232,182	9,323,158
Operating Income (loss)	(942,317)	222,533	(719,784)
Non-Operating Revenues (Expenses):			
Interest income	520	42,124	42,644
Interest expense	(110,937)	(146,240)	(257,177)
Debt issuance costs	--	--	--
Miscellaneous income	18,876	3,258	22,134
Total Non-Operating Revenues (Expenses)	(91,541)	(100,858)	(192,399)
Income (loss) before contributions and transfers	(1,033,858)	121,675	(912,183)
Impact fees	1,599,937	--	1,599,937
Grants and contributions	500,000	287,137	787,137
Transfers in	1,274,441	1,047,768	2,322,209
Transfers out	(867,434)	(1,017,703)	(1,885,137)
Total Transfers and Contributions	2,506,944	317,202	2,824,146
Change in Net Position	1,473,086	438,877	1,911,963
Net position - Beginning, as previously reported	11,270,117	2,391,099	13,661,216
Restatement (see Note 14)	(10,430)	(1,031)	(11,461)
Net position - Beginning, as restated	11,259,687	2,390,068	13,649,755
Net position - Ending	$ 12,732,773	$ 2,828,945	$ 15,561,718

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities Enterprise Funds		
	Major Fund		
	Utility Fund	Stormwater Utility Fund	Total
Cash Flows from Operating Activities:			
Cash received from customers and users	$ 8,142,275	$ 477,493	$ 8,619,768
Cash received from other funds	879,613	9,130,768	10,010,381
Cash payments to suppliers	(5,177,057)	(28,062)	(5,205,119)
Cash payments to other funds	(56,894)	(54,382)	(111,276)
Cash payments to employees	(1,972,441)	(90,998)	(2,063,439)
Net Cash Provided by Operating Activities	1,815,496	9,434,819	11,250,315
Cash Flows from Non-capital Financing Activities:			
Transfers from other funds	1,274,441	1,047,768	2,322,209
Transfers to other funds	(867,434)	(1,017,703)	(1,885,137)
Net Cash Provided by Non-capital Financing Activities	407,007	30,065	437,072
Cash Flows from Capital and Related Financing Activities:			
Acquisition and construction of capital assets	(2,534,609)	(1,007,192)	(3,541,801)
Proceeds from issuance of line of credit	--	9,949,000	9,949,000
Proceeds from the issuance of SBITAs	--	--	--
Proceeds from the issuance of Leases	249,627	--	249,627
Capital grant and contributions	2,099,937	287,137	2,387,074
Principal paid on revolving state loans	(549,258)	--	(549,258)
Principal paid on SBITAs	(22,609)	--	(22,609)
Principal paid on leases	(139,928)	--	(139,928)
Interest and other charges	(115,134)	(18,648)	(133,782)
Net Cash Used in/Provided by Capital and Related Financing Activi	(1,011,974)	9,210,297	8,198,323
Cash Flows from Investing Activities:			
Purchase of investments	(519)	--	(519)
Investment income	520	42,124	42,644
Net Cash Provided by Investing Activities	1	42,124	42,125
Change in Cash and Cash Equivalents	1,210,530	18,717,305	19,927,835
Cash and Cash Equivalents - Beginning	4,011,507	616,050	4,627,557
Cash and Cash Equivalents - Ending	$ 5,222,037	$ 19,333,355	$ 24,555,392
Reported in statement of net position as follows:			
Cash and cash equivalents	$ 4,683,008	$ 19,333,355	$ 24,016,363
Restricted cash	539,029	--	539,029
	$ 5,222,037	$ 19,333,355	$ 24,555,392
Reconciliation of Operating Income/Loss to Net Cash Provided by Operating Activities:			
Operating income (loss)	$ (942,317)	$ 222,533	$ (719,784)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities			
Depreciation/amortization	1,178,649	41,145	1,219,794
Change in assets, deferred outflows of resources, liabilities and deferred inflows of resources:			
(Increase) decrease in:			
Accounts receivable	(25,503)	(205)	(25,708)
Prepaid expenses	44,802	5,219	50,021
Due from other governments	(500,000)	22,983	(477,017)
Deferred outflows of resources pension	15,201	(17,625)	(2,424)
Due from other funds	(56,894)	(54,382)	(111,276)
Increase (decrease) in:			
Accounts payable and accrued liabilities	769,366	7,055	776,421
Retainage payable	--	--	--
Accrued payroll and benefits	15,465	1,509	16,974
Other liabilities	(10,815)	--	(10,815)
Due to other funds	1,379,613	9,130,768	10,510,381
Compensated absences	(7,358)	1,101	(6,257)
Customer deposits	19,119	--	19,119
Net pension liability	(115,325)	59,852	(55,473)
Total OPEB liability	10,885	4,697	15,582
Deferred inflows of resources pension	40,608	10,169	50,777
Total Adjustments	2,757,813	9,212,286	11,970,099
Net Cash Provided by Operating Activities	$ 1,815,496	$ 9,434,819	$ 11,250,315

The accompanying notes to basic financial statements are an integral part of these statements.

NOTE 1 – ORGANIZATION AND OPERATIONS

North Bay Village, Florida (the "Village") was incorporated in 1945 as a municipality under the laws of the State of Florida Statute 234-27. The Village operates under the Commission-Manager form of government, with the legislative function vested in a five-member Village Commission. The Village provides the following services as authorized by its charter: general government, public safety, water and sewer, sanitation, public works, planning and zoning, building inspection, code enforcement, health and social services, culture and recreation.

The financial statements of the Village have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. FINANCIAL REPORTING ENTITY

In accordance with GASB pronouncements, the Village's financial statements include all funds, departments, agencies, boards, and other organizations over which Village officials are considered to be financially accountable.

Financial accountability includes such aspects as appointment of a component unit's governing body members, budget review, approval of property tax levies, outstanding debt secured by the full faith credit of the Village or its revenue stream, and responsibility for funding deficits.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth by the GASB. Based upon the application of these criteria, the Village has no funds, agencies, boards, commissions or authorities considered to be potential component units.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The basic financial statements include both government-wide (based on the Village as a whole) and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Village. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. lnterfund services provided and used are not eliminated in the process of consolidation. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Separate fund financial statements are provided for governmental funds and proprietary funds. The focus of fund financial statements is on major funds. Major governmental and proprietary funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide focus is more on the sustainability of the Village as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year when an enforceable lien exists and when levied for. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financial sources.

Property taxes when levied for, franchise fees, utility taxes, charges for services, impact fees, intergovernmental revenues when eligibility requirements are met and interest associated with the current fiscal period are all considered to be measurable and have been recognized as revenues of the current fiscal period, if available. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the Village.

The proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting for reporting its assets and liabilities. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total position. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary fund are charges to customers for sales and services. Operating expenses for proprietary funds include the costs of sales and service, administrative expenses and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenues or expenses.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Village reports the following major governmental funds:

General Fund – This fund is the principal operating fund of the Village. It accounts for all financial resources of the general government except those accounted for in another fund.

Parks Improvement Fund – This fund is used to account for the revenues and expenditures associated with park acquisition, improvements and enhancements.

Building Fees Fund – This fund is used to account for the operations of building, planning, and zoning.

Capital Projects GOB Fund – This fund is used to account for the revenues and expenditures for capital projects related to voter approved General Obligation Bond debt.

Capital Projects GOB 2022 Parks Project Fund – This fund is used to account for the revenues and expenditures for capital projects related to voter approved General Obligation Bond debt.

The Village reports two major proprietary funds:

Utility Fund – This fund is used to account for the Village's water, sewer and sanitation utility system, which is financed and operated primarily through user charges.

Stormwater Utility Fund – This fund is used to account for the operations of the stormwater utility fund.

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY

Deposits and Investments

The Village's cash and cash equivalents are considered to be cash and short-term investments with original maturities of three months or less when purchased. Deposits include cash on hand and interest-bearing checking accounts.

Village administration is authorized to invest in those instruments authorized by the Florida Statutes. Investments include the Local Government Surplus Funds Trust Fund. Investment in the Local Government Surplus Funds Trust Fund administered by the State Board of Administration is reported at the fair value of its position in the pool, which is the same as the value of the pool shares.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Interfund Transactions

As the Village does not have any lending/borrowing arrangements between funds, all outstanding balances between funds are reported as "due to/from other funds". All amounts receivable from or payable to other funds are to be settled with expendable, available financial resources. Transactions which are recurring annual transfers between two or more funds are recorded as transfers in and out. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Receivables

Receivables include amounts due from other governments and others for services provided by the Village. Receivables, including special assessments, are recorded when the related service is provided. Allowances for uncollectible receivables are based upon historical trends and the periodic aging of receivables.

Allowance for Doubtful Accounts

The Village considers all amounts receivable in the governmental funds to be fully collectible; consequently, no allowance for doubtful accounts was estimated. An allowance of $15,000 was deemed necessary for the proprietary funds. This amount is primarily past due customer accounts and related penalties due as of September 30, 2025.

Restricted Assets

Proceeds from impact fees, CITT surtax and 2nd local option gas taxes are classified as restricted in various special revenue funds since these resources are specifically earmarked for restricted purposes including law enforcement, transportation and recreational eligible items.

Restricted Cash

The Village reports amounts paid by customers for water and sewer deposits as restricted cash.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These costs are accounted for under the consumption method.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Capital Assets

Capital assets, which include land, construction in progress, buildings and improvements, improvements other than buildings, machinery and equipment, vehicles, and infrastructure assets (e.g., sidewalks and other similar items grouped within buildings and improvements other than buildings), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

Capital assets of the Village are depreciated using the straight-line method over the following estimated useful lives:

	Years
Improvements other than building	5-40
Buildings and improvements	5-30
Vehicles	3-5
Machinery and equipment	3-10
Equipment and vehicles	3-5
Street improvements	30

Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Village has one item presented as a deferred outflow of resources associated with the pension plan that qualifies for reporting in this category and is discussed in further detail in Note 9.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Village has one item, deferred inflows relating to pensions plans, that qualifies for reporting in this category and is discussed in further detail in Note 9.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Compensated Absences

Village employees are granted vacation, sick and compensatory leave in varying amounts based on length of service. Upon separation in good standing, employees receive full reimbursement for accumulated vacation and compensatory hours, as well as reimbursement for sick hours if the required length of service is met. All vacation pay is accrued when incurred in the government-wide and proprietary funds and reported as a liability. The current portion of this obligation is estimated based on historical trends. A liability for these amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignation or retirements.

Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or propriety fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium and discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Payments of principal and interest are reported as debt service expenditures.

Leases (Right-of-use Assets)

The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-of-use assets) are amortized on a straight-line basis over the life of the related lease.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Net Position

Net position is the result of assets and deferred outflows of resources less liabilities and deferred inflows of resources. The net position of the government-wide and proprietary funds are categorized into three components:

- Net investment in capital assets – this category consists of capital assets, reduced by accumulated depreciation and any outstanding debt incurred to acquire, construct or improve those assets excluding unexpended bond proceeds.

- Restricted net position – this category consists of all net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

- Unrestricted net position – consists of the net position not meeting the definition of either of the other two components.

Restricted consists of net position with constraints placed on their use by external parties (creditors, grantors, contributors, or laws and regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted indicates that portion of net position that is available to fund future operations.

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the Village's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Fund Balance

As of September 30, 2025, fund balances of the governmental fund financial statements are classified as follows:

- Nonspendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as long-term amount of loans and notes receivable, as well as property acquired for resale.

- Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Village Commission. Commitments may be established, modified, or rescinded only through ordinances approved by the Village Commission.

- Assigned – This classification includes amounts that are constrained by the Village's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Commission or through the Commission delegating this responsibility to Village management. In addition, amounts deemed by a Village Ordinance as a minimum General Fund balance requirement is included in this category. Section 35.22 of the Village Code of Ordinances assigns an operating reserve of 20% of the current fiscal year original budget. This amount has been classified as assigned operating reserves in the accompanying financial statements.

- Unassigned - This classification includes the residual fund balance for the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceeds the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Fund Balance (continued)

Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Net Position Policy

The Village has adopted a Net Position Policy for the Enterprise Funds. This policy lists the criteria to be used in evaluating net position requirements, and establishes a minimum target balance for the unrestricted category of net position. In addition, the policy establishes a process in reaching and maintaining the targeted level of unrestricted net position, the condition under which the targeted balance may be spent and the required replenishment of balances.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Although these estimates are based on management's knowledge of current events and actions, actual results may ultimately differ from those estimates.

Implementation of New Accounting Standards

The implementation of GASB Statement No. 101, Compensated Absences, and GASB Statement No. 102, Certain Risk Disclosures, did not have a significant impact on the Village’s financial statements.

NOTE 3 – PROPERTY TAXES

Under Florida Law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10.0 mills ($10 per $1,000 of assessed taxable valuation). The tax rate to finance general governmental services for the fiscal year ended September 30, 2025 was 5.7062 mills. The tax rate to finance debt services for the fiscal year ended September 30, 2025, was 1.166 mills.

The tax levy of the Village is established by the Village Commission prior to October 1 each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and various special taxing districts. All property is reassessed according to its fair market value as of January 1 each year, at which time taxes become an enforceable lien on property. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the roll meets all of the appropriate requirements of State statutes. State of Florida Amendment #10 to the Florida Constitution known as "Save our Homes" limits assessment increases on homestead property to the lesser of 3% or the Consumer Price Index.

All real and tangible personal property taxes are due and payable on November 1 each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails to each property owner on the assessment roll a notice of the taxes due and Miami-Dade County also collects the taxes for the Village. Taxes may be paid upon receipt of such notice from Miami-Dade County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1 of the year following the year in which taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida. State law provides for enforcement of collection of personal property taxes by seizure of the property, by the sale of the property, or by the sale of interest-bearing tax certificates to satisfy unpaid property taxes. The procedures result in the collection of essentially all taxes prior to July 31 of the year following the year of assessment.

NOTE 4 – DEPOSITS AND INVESTMENTS

DEPOSITS

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits which consist of cash on hand and interest bearing checking accounts are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Therefore, all amounts presented as deposits are insured or collateralized.

INVESTMENTS

As required by Florida Statutes, the Village has adopted an investment policy designating the investments which are allowable. The authorized investments include direct obligations of the United States Treasury, its Agencies or Instrumentalities, fully insured or collateralized certificates of deposit, Securities and Exchange Commission ("SEC") registered money market funds, repurchase agreements secured by direct obligations of the United States Government, its Agencies or instrumentalities, and the Local Government Surplus Funds Trust Fund. The investments follow the investment rules defined in Florida Statutes Chapter 215. The investment policy defined in the statutes attempts to promote, through state assistance, the maximization of net interest earnings on invested surplus funds of local units of governments while limiting the risk to which the funds are exposed.

The Village invests surplus funds in an external investment pool, the Local Government Surplus Funds Trust Fund ("Florida PRIME"). Florida PRIME is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight. The Florida PRIME investment is exempt from Fair Value Measurement and Application disclosures.

The Florida PRIME has adopted operating procedures consistent with the requirement for a 2a7-like fund. The Village's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. As of September 30, 2025, the Village's fair value of its investment in Florida PRIME was $78,722.

INTEREST RATE RISK

The Village has an investment policy of structuring investment portfolios to meet cash requirements and diversifying maturities and staggering purchase dates to minimize the impact of market movements over time. The weighted average maturity (WAM) of the securities held in Florida PRIME is 47 days. The weighted average life (WAL) of Florida PRIME is 73 days.

NOTE 4 – DEPOSITS AND INVESTMENTS (CONTINUED)

CREDIT RISK

The Village's investment policy limits investments to the safest types of issuers. The Florida PRIME is rated AAAm by Standard and Poor's.

CONCENTRATION OF CREDIT RISK

The Village's investment Policy does not stipulate any limit on the percentage that can be invested in any one issuer. GASB Statement No. 40 requires disclosure when the percent is 5% or more in any one issuer. as of September 30, 2025, the value of each position held in the Village's portfolio comprised of less than 5% of the village's investment assets.

NOTE 5 – RECEIVABLES AND PAYABLES

As of September 30, 2025, receivables for the Village's individual major and nonmajor funds, in the aggregate including applicable allowances for uncollectible accounts, are as follows:

	General Fund	Utilities Fund	Non-Major Stormwater Utility Fund	Total
Customers billed	$ --	$ 764,114	$ 40,502	$ 804,616
Franchise fees and utility taxes	108,507	--	--	108,507
Other receivables	140,453	--	--	140,453
Allowance for doubtful accounts	--	(14,830)	--	(14,830)
	$ 248,960	$ 749,284	$ 40,502	$ 1,038,746

As of September 30, 2025, accounts payable and accrued liabilities for the Village's individual major and non-major funds are as follows:

	General Fund	Building Fees Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Project	Non-Major Governmental Funds	Utility Fund	Non-Major Stormwater Utility Fund	Total
Vendors	$ 522,570	$ 863,743	$ 76,307	$ 831,652	$ 139,775	$ 1,653,494	$ 334,149	$ 4,421,690
Retainage	--	--	--	--	--	--	--	--
	$ 522,570	$ 863,743	$ 76,307	$ 831,652	$ 139,775	$ 1,653,494	$ 334,149	$ 4,421,690

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets not being depreciated/amortized:				
Land	$ 7,433,633	$ --	$ --	$ 7,433,633
Construction in progress	3,086,775	4,193,869	--	7,280,644
Total capital assets not being depreciated/amortized:	10,520,408	4,193,869	--	14,714,277
Capital assets being depreciated/amortized:				
Buildings and improvements	5,663,508	--	--	5,663,508
Street improvements	2,540,709	--	--	2,540,709
Vehicles	660,309	--	--	660,309
Machinery and equipment	470,702	26,265	(688)	496,279
Vehicles - leased	1,438,861	537,045	(260,784)	1,715,122
Leases - ROU	26,733	--	(26,733)	--
Buildings - leased	1,454,446	--	--	1,454,446
Machinery and equipment - leased	17,190	721,882	--	739,072
Subscriptions	135,425	167,234	(66,865)	235,794
Total capital assets being depreciated/amortized:	12,407,883	1,452,426	(355,070)	13,505,239
Less accumulated depreciation/amortization for:				
Buildings and improvements	3,340,355	479,664	--	3,820,019
Street improvements	990,888	93,873	--	1,084,761
Vehicles	499,024	64,646	--	563,670
Machinery and equipment	447,693	18,136	(688)	465,141
Vehicles - leased	463,357	304,660	(260,783)	507,234
Buildings - leased	689,740	234,823	--	924,563
Machinery and equipment - leased	15,788	94,208	--	109,996
Subscriptions	43,107	50,125	(26,746)	66,486
Total accumulated depreciation/amortization for:	6,489,952	1,340,135	(288,217)	7,541,870
Total capital assets being depreciated/amortized:	5,917,931	112,291	(66,853)	5,963,369
Governmental Activities Capital Assets, Net	$ 16,438,339	$ 4,306,160	$ (66,853)	$ 20,677,646
Business-type activities:				
Capital assets not being depreciated/amortized:				
Construction in progress	$ 4,140,273	$ 2,315,903	$ --	$ 6,456,176
Total capital assets not being depreciated/amortized:	4,140,273	2,315,903	--	6,456,176
Capital assets being depreciated/amortized:				
Improvements other than buildings	30,023,913	1,154,545	--	31,178,458
Equipment and vehicles	319,685	126,710	--	446,395
Buildings - leased	572,109	--	(34,163)	537,946
SBITAs	68,560	283,790	(612,061)	(259,711)
Equipment and vehicles - leased	592,900	--	--	592,900
Total capital assets being depreciated/amortized:	31,577,167	1,565,045	(646,224)	32,495,988
Less accumulated depreciation/amortization for:				
Improvements other than buildings	10,531,589	1,042,412	--	11,574,001
Equipment and vehicles	303,136	20,309	--	323,445
Buildings - leased	347,867	86,853	(92,758)	341,962
SBITAs	16,361	47,611	(519,303)	(455,331)
Equipment and vehicles - leased	516,172	22,609	--	538,781
Total accumulated depreciation/amortization for:	11,715,125	1,219,794	(612,061)	12,322,858
Total Capital Assets Being Depreciated/Amortized, Net	19,862,042	345,251	(34,163)	20,173,130
Business-Type Activities Capital Assets, Net	$ 24,002,315	$ 2,661,154	$ (34,163)	$ 26,629,306

NOTE 6 – CAPITAL ASSETS (CONTINUED)

Depreciation expense for the fiscal year ended September 30, 2025 was charged to functions/programs as follows:

Governmental activities:	
General government	$ 260,294
Public safety	256,882
Public works	577,557
Recreation and human services	244,713
Building, planning and zoning	689
Total depreciation expense - governmental activities	$ 1,340,135
Business-type activities:	
Water and sewer systems	$ 1,178,649
Stormwater utility	41,145
Total depreciation expense - business-type activities	$ 1,219,794

NOTE 7 – INTERFUND BALANCES AND TRANSFERS

lnterfund balances result from the time lag between the dates (1) Interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments are actually made between funds.

Interfund receivables and payables for the year ended September 30, 2025 are summarized as follows:

	Due To	Due From
General Fund	$ 211,280	$ 15,891,734
Capital Projects GOB 2022 Parks Project	828,467	--
Building Fees fund	--	154,386
Nonmajor - Governmental Funds	84,411	21,906
Utility Fund	5,084,388	56,894
Stormwater Utility Fund	9,970,756	54,382
	$ 16,179,302	$ 16,179,302

NOTE 7 – INTERFUND BALANCES AND TRANSFERS (CONTINUED)

lnterfund transfers for the year ended September 30, 2025 are summarized as follows:

	Transfers In	Transfers Out
General Fund	$ --	$ 12,470,100
Park Improvements Fund	5,479,230	--
Building Fees Fund	1,375,000	--
Capital Projects GOB Fund	400,000	--
Capital Projects GOB 2022 Parks Project	600,000	--
Nonmajor - Governmental Funds	4,581,303	402,505
Utility Fund	1,274,441	867,434
Stormwater Utility Fund	1,047,768	1,017,703
	$ 14,757,742	$ 14,757,742

The transfer out of the General Fund to the nonmajor governmental funds was to transfer developers' contribution funds to Non-Major governmental funds such as Workforce Housing, Park Improvements & Police Improvements Fund. Transfer to Capital Projects for contributions to the Community Center and the New Village Hall, Police & Fire Complex projects. Transfer to Building Fund for contributions made towards permit fees. The transfer-out from the Non-major Governmental Funds was to fund future capital projects for stormwater and infrastructure improvements throughout the Village and debt service requirements.

NOTE 8 – LONG-TERM DEBT

The following is a summary of changes in long-term liabilities of the Village for the fiscal year ended September 30, 2025:

	Balance at October 1, 2024	Additions	Reductions	Balance at September 30, 2025	Due Within One Year
Governmental Activities:					
General Obligation Note, Series 2010	$ 822,859	$ --	$ (102,857)	$ 720,002	$ 102,857
General Obligation Refunding Note, Series 2010	1,785,000	--	(420,000)	1,365,000	440,000
Road Improvement Revenue Note, Series 2020	1,125,000	--	(95,000)	1,030,000	100,000
Refinancing Capital Asset Acquisition Taxable Note, Series 2021	1,960,000	--	(140,000)	1,820,000	145,000
General Obligation Note, Series 2022	2,880,000	--	(325,000)	2,555,000	335,000
General Obligation Note, Series 2023	7,130,000	--	(400,000)	6,730,000	415,000
Leases	1,803,020	1,232,193	(653,779)	2,381,434	746,242
Subscriptions	92,279	167,234	(90,204)	169,309	61,493
Claim payable	311,089	--	(34,565)	276,524	34,565
Compensated Absences	2,104,503	--	(176,624)	1,927,879	347,900
Total Long-Term Liabilities	$ 20,013,750	$ 1,399,427	$ (2,438,029)	$ 18,975,148	$ 2,728,057
Business-Type Activities:					
Revolving state loans	$ 8,743,840	$ --	$ (549,258)	$ 8,194,582	$ 8,194,582
Line of credit	51,000	9,949,000	--	10,000,000	1,825,695
Leases	314,700	249,627	(139,929)	424,398	152,597
SBITAs	52,199	--	(22,609)	29,590	23,551
Compensated absences	149,820	11,462	(6,258)	155,024	6,300
Total Long-Term Liabilities	$ 9,311,559	$ 10,210,089	$ (718,054)	$ 18,803,594	$ 10,202,725

For governmental activities, compensated absences, net pension liability and total OPEB liability are generally liquidated by the General Fund. The Village does not currently have unused lines of credit in its governmental activities.

GOVERNMENTAL ACTIVITIES

During the fiscal year ended September 30, 2010, the Village borrowed $2,160,000 relating to a General Obligation Note, Series 2010, for the purpose of financing all or a part of the costs of (i) the creation and improvement of parks and recreational opportunities, (ii) the construction of a Public Safety and Village Hall complex, (iii) landscaping and aesthetic improvements to the John F. Kennedy Causeway, and (iv) related capital costs. The note is secured by the proceeds of ad valorem taxes levied on all taxable property in the Village. The note bears interest of 3.80% and is payable semi-annually while principal of $102,857 is payable annually on December 1 of each year through the maturity date of December 1, 2031. The outstanding principal balance as of September 30, 2025, is $720,002. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable including accrued interest.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES (CONTINUED)

During the fiscal year ended September 30, 2011, the Village refinanced a $6,250,000 General Obligation Note with the proceeds of a $6,325,000 General Obligation Refunding Note. The proceeds were used to legally defease the original note and to pay costs of the refinancing. The note bears interest at 3.51% and is payable semi-annually while principal is payable annually on June 1 of each year through the maturity date of June 1, 2028. The outstanding principal balance as of September 30, 2025, is $1,365,000. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable, including accrued interest.

During the fiscal year ended September 30, 2020, the Village borrowed $1,500,000 relating to a Road Improvement Revenue Note, Series 2020, for the purpose of financing the costs of improvements to the Village's roadways and paying costs of issuance of the note. The note bears interest of 1.221% and is payable semiannually while principal ranging from $90,000 to $110,000 is payable annually on July 1 of each year through July 1, 2035, when the remaining balance of $1,500,000 is due. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2025, is $1,030,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2021, the Village borrowed $2,350,000 relating to the Capital Asset Acquisition Taxable Refunding Note, Series 2021 for the purpose of refunding the Village's Capital Asset Acquisition Taxable Note, Series 2018 and paying the costs of issuance. The note bears interest of 2.984% and is payable semiannually while principal ranging from $125,000 to $190,000 is payable annually on July 1 of each year through July 1, 2036. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 202, is $1,820,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES (CONTINUED)

During the fiscal year ended September 30, 2022, the Village borrowed $3,525,000 relating to the General Obligation Note, Series 2022 for the purpose of financing the costs of park improvements at the Treasure Island Elementary School site and other Village Parks, funding recreation projects within the Village, and paying the costs of issuance of the Note. The Note bears interest of 2.707% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2032. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 202, is $2,555,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus the greatest of the Prime Rate plus 3%, the Overnight Bank Funding Rate plus 3.5%, and the default rate of 7%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2023, the Village borrowed $7,500,000 relating to the General Obligation Note, Series 2023 for the purpose of financing the costs of the 2023 Village Hall project and paying the costs of issuance of the Note. The Note bears interest of 3.750% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2038. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2025 is $6,730,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus 2.0%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

BUSINESS-TYPE ACTIVITIES

The Village has seven separate loan agreements with the State of Florida Department of Environmental Protection. The loans provided the funding for various sewer improvement, water main replacement, and automated water meter replacement projects on a cost reimbursement basis. Pursuant to the terms of the individual agreements, the Village began making semi-annual principal and interest payments on the loans six months subsequent to the completion of the related projects.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

The Village is required to maintain rates and charges for the services furnished by the water and sewer systems which will be sufficient to provide pledged revenues equal to 1.15 times the sums of the semi-annual payments due in such fiscal year. At September 30, 2025, the Village did not meet the above covenant. As a result of non-compliance, the State of Florida Department of Environmental Protection can accelerate repayment of the Loans as potential remedy of default. As such, the aggregate loan amounts have been reported as noncurrent liabilities due within one year. The significant terms of the loans are as follows:

	Outstanding Debt
Revolving state loan of $1,079,032 dated December 24, 2009; financing rate of 1.93%. The Village makes semi-annual principal and interest payments of $39,929 on May 15 and November 15. The loan matures on May 15, 2031 and is collateralized by water and sewer revenues.	$ 369,556
Revolving state loan of $352,416 dated December 9, 2014; financing rate of 2.18%. The Village makes semi-annual principal and interest payments of $10,597 on February 15 and August 15. The loan matures on August 15, 2031 and is collateralized by water and sewer revenues.	127,544
Revolving state loan of $52,590 dated March 10, 2017; financing rate of .935%. The Village makes semi-annual principal and interest payments of $1,626 on October 15 and April 15. The loan matures on April 15, 2035 and is collateralized by water and sewer revenues.	34,802
Revolving state loan of $ 2,546,720 dated May 16, 2017; financing rate of .085%. The Village makes semi-annual principal and interest payments of $124,649 on October 15 and April 15. The loan matures on October 15, 2027 and is collateralized by water and sewer revenues.	1,801,077
Revolving state loan of $4,032,795 dated July 12, 2018; interest rate of 1.34%. The Village makes semi-annual principal and interest payments of $117,976 on November 15 and May 15. The loan matures on November 15, 2040 and is collateralized by water and sewer revenues.	3,282,077
Revolving state loan of $2,788,008 dated July 2, 2018; interest rate of 1.24%. The Village makes semi-annual principal and interest payments based on the actual amount of the principal drawn under the agreement. The loan matures on February 15, 2042 and is collateralized by water and sewer revenues.	2,402,696
Revolving state loan of $216,531 dated November 5, 2019; interest rate of .895%. The Village makes semi-annual principal and interest payments of $6,747 on November 15 and May 15. The loan matures on May 15, 2040 and is collateralized by water and sewer revenues.	176,830
Total	$ 8,194,582

NOTE 8 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

Combined aggregate maturities for all long-term liabilities for each of the next five years and to maturity are as follows:

For the Fiscal Year Ending	Governmental Activities			Business-type Activities		
September 30,	Principal	Interest	Total	Principal	Interest	Total
2026	$ 1,537,857	$ 449,627	$ 1,987,484	$ 8,194,582	$ 98,174	$ 8,292,756
2027	1,577,857	400,843	1,978,700	--	--	--
2028	1,622,857	350,726	1,973,583	--	--	--
2029	1,187,857	299,127	1,486,984	--	--	--
2030	1,217,857	262,891	1,480,748	--	--	--
2031-2035	5,050,717	786,369	5,837,086	--	--	--
2036-2039	2,025,000	138,295	2,163,295	--	--	--
Total	$14,220,002	$ 2,687,878	$16,907,880	$ 8,194,582	$ 98,174	$ 8,292,756

* Amounts above do not include all of the Village's State Revolving Fund debt service requirements. Only loans that have reached project completion are included above.

LEASES

A lease is defined as a contractual agreement that conveys control of the right to use another entity's nonfinancial asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The Village leases a significant amount of nonfinancial assets such as buildings and equipment. The related obligations are presented in the amounts equal to the present value of lease payments, payable during the remaining lease term. As the lessee, a lease liability and the associated lease asset is recognized on the government-wide Statement of Net Position.

In July 2021, the Village entered into multiple leases for offices for the Village Hall. The Village is required to make monthly payments ranging from $27,020 to $31,371. The lease has an imputed interest rate of 2.33%. In October 2023, the Village entered into a fourth lease agreement with monthly payments ranging from $2,825 to $3,337. This lease has an imputed interest rate of 4.89%. The expiration dates of these leases range from June 2027 to September 2029.

The Village has contracted for lease copiers from Toshiba for various village departments. These assets are recognized as right-to-use leased assets with a corresponding lease liability. The lease liability has been discounted at 2.33%, the imputed interest rate.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

LEASES (CONTINUED)

From 2018 to 2025, the Village entered into three (3) to five (5) year leases as lessee for forty-seven (47) vehicles. As of September 30, 2025, the value of the total lease liability is $1,207,889. The Village is required to make monthly fixed payments of approximately $25,000.

In March 2025, the Village entered into a lease for body cameras. The Village is required to make annual payments ranging of $163,772. The lease has an imputed interest rate of 4.010%. The lease expires on February 2029.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2025, are as follows:

For the Fiscal Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2026	$ 746,242	$ 82,750	$ 828,992
2027	678,573	59,606	738,179
2028	502,320	34,814	537,134
2029	390,819	15,057	405,876
2030	63,480	1,908	65,388
Total	$ 2,381,434	$ 194,135	$ 2,575,569

For the Fiscal Year Ending September 30,	Business-type Activities		
	Principal	Interest	Total
2026	$ 152,597	$ 15,317	$ 167,914
2027	127,038	10,824	137,862
2028	61,548	6,236	67,784
2029	64,308	2,984	67,292
2030	18,907	556	19,463
Total	$ 424,398	$ 35,917	$ 460,315

NOTE 8 – LONG-TERM DEBT (CONTINUED)

SUBSCRIPTIONS

The Village has two software arrangements that requires recognition under GASBS No. 96. The software amortization expense is included on the Statement of Revenues, Expenses and Changes in Fund Net Position related to the Village's intangible asset, which is included in the capital asset table as Subscriptions.

On October 1, 2022, the Village entered into a five (5) year subscription-based information technology arrangement for a body camera systems. There are no options to extend the 2022 arrangement or options to purchase the software. The Village has used a 3.90% discount to determine the present value of the intangible right-to-use asset and SBITA liability. The agreement calls for annual payments of $14,415 expiring December 1, 2026.

On October 2024, the Village entered into a three (3) year subscription-based information technology arrangement the Village's enterprise resource planning ("ERP") system. The Village has used a 4.09% discount to determine the present value of the intangible right-to-use asset and SBITA liability. The agreement calls for monthly payments of $4,054 expiring December 1, 2026.

A summary of the principal and interest amounts for the remaining arrangements includes the following principal and interest payments:

For the Fiscal Year Ending	Governmental Activities		
September 30,	Principal	Interest	Total
2026	$ 61,493	$ 7,346	$ 68,839
2027	46,215	4,616	50,831
2028	30,195	2,470	32,665
2029	31,406	1,259	32,665
Total	$ 169,309	$ 15,691	$ 185,000

For the Fiscal Year Ending	Business-type Activities		
September 30,	Principal	Interest	Total
2026	$ 23,551	$ 772	$ 24,323
2027	6,039	41	6,080
Total	$ 29,590	$ 813	$ 30,403

NOTE 9 – RETIREMENT PLANS

FLORIDA RETIREMENT SYSTEM

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (the "Pension Plan" or "FRS") and the Retiree Health Insurance Subsidy ("HIS Plan").

As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737 or by visiting the Website: http://www.dms.myflorida.com/ workforce operations/retirement/publications.

FRS PENSION PLAN

Plan Description

The FRS is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided

Benefits under the FRS Pension Plan are computed on the basis of age, average final compensation, and service credit. For FRS Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of creditable service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Special Risk class members (sworn law enforcement officers,

NOTE 9 – RETIREMENT PLANS (CONTINUED)

FRS PENSION PLAN (CONTINUED)

Benefits Provided (continued)

firefighters, and correctional officers) who retire at or after age 55 with at least six years of creditable service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Senior Management Service class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Elected Officers' class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service (3.33% for judges and justices) times their final average compensation based on the five highest years of salary for each year of creditable service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of creditable service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before August 1, 2011, the annual cost of living adjustment ("COLA") is three percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after August 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

NOTE 9 – RETIREMENT PLANS (CONTINUED)

FRS PENSION PLAN (CONTINUED)

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from for the year ended September 30, 2025, were as follows: Regular – 11.57%; Special Risk Administrative Support – 37.76%; Special Risk – 30.73%; Senior Management Service – 32.46%; Elected Officers' – 56.62%; and DROP participants – 19.13%. These employer contribution rates include 2.00%, HIS Plan subsidy for the period fiscal year ended September 30, 2025.

HIS PLAN

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended September 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of $7.5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $45 and a maximum HIS payment of $225 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2025, the HIS contribution was 2.00%. The Village contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

NOTE 9 – RETIREMENT PLANS (CONTINUED)

HIS PLAN (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2025, the Village reported liabilities of $7,900,078 for its proportionate share of the FRS Plan's net pension liability and $2,211,721 for the HIS Plan's net pension liability for a total net pension liability of $10,111,799. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2025 for FRS and July 1, 2024 for HIS. At June 30, 2025, the Village's proportion was 0.025455% for the FRS Plan and 0.017255% for the HIS Plan.

COMPARISON

For the year ended September 30, 2025, the Village recognized pension expense of $1,010,582 for the FRS Plan and pension expense of $119,570 for the HIS Plan for a total pension expense of $1,130,152. At September 30, 2025, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
Description	FRS Plan	HIS Plan	Total
Differences between expected and actual experience	$ 843,812	$ 13,202	$ 857,014
Changes in assumptions	917,404	19,576	936,980
Changes in proportion and differences between Village contributions and proportionate share of contributions	1,130,678	418,129	1,548,807
Village contributions subsequent to the measurement date	474,939	45,752	520,691
Total	$ 3,366,833	$ 496,659	$ 3,863,492

	Deferred Inflows of Resources		
Description	FRS Plan	HIS Plan	Total
Differences between expected and actual experience	$ --	$ 3,508	$ 3,508
Changes in assumptions	--	534,959	534,959
Net difference between projected and actual earning on pension plan investments	1,318,998	1,841	1,320,839
Changes in proportion and differences between Village contributions and proportionate share of contributions	155,422	39,881	195,303
Total	$ 1,474,420	$ 580,189	$ 2,054,609

NOTE 9 – RETIREMENT PLANS (CONTINUED)

COMPARISON (CONTINUED)

Deferred outflows of resources in the amount of $520,691 related to employer contributions made after the measurement date of the net pension liability but before the end of the Village's fiscal year ended September 30, 2025 will be recognized as a reduction of the net pension liability in the subsequent fiscal year ending September 30, 2026 rather than in the current fiscal year ended September 30, 2025. The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For the Fiscal Year Ending September 30,	Employer Share of Deferred Outflows/Inflows		
	FRS Plan	HIS Plan	Total
2026	$ 1,447,552	$ (21,646)	$ 1,425,906
2027	92,683	(49,114)	43,569
2028	(31,454)	(35,430)	(66,884)
2029	(91,307)	(15,734)	(107,041)
2030	--	(7,358)	(7,358)
Total	$ 1,417,474	$ (129,282)	$ 1,288,192

NOTE 9 – RETIREMENT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

The Florida Retirement System Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of both pension plans pursuant to section 216.136 (10), Florida Statutes. The FRS Plan's valuation is performed annually. The HIS Plan has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Plan was completed in 2024 for the period July 1, 2018, through June 30, 2023. Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the FRS Plan. The total pension liability in the June 30, 2025 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS Plan	HIS Plan
Inflation	2.40%	2.40%
Salary increases	3.50% average, including inflation	3.50% average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation	N/A
Municipal bond rates	N/A	5.20%
Actuarial cost method	Individual entry age	Individual entry age
Mortality table	Generational PUB-2010 with Projection Scale MP-2021	Generational PUB-2010 with Projection Scale MP-2021

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on the FRS Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

NOTE 9 – RETIREMENT PLANS (CONTINUED)

LONG-TERM EXPECTED RATE OF RETURN (CONTINUED)

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.2%	3.2%	1.1%
Fixed income	29.0%	5.5%	5.4%	4.0%
Global equity	45.0%	8.5%	6.9%	18.3%
Real estate (property)	12.0%	8.4%	7.1%	16.8%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.5%	6.1%	8.7%
Total	100.00%			
Assumed inflation - mean			2.4%	1.5%

(1) As outlined in the Plan's investment policy

DISCOUNT RATE

The discount rate used to measure the total pension liability was 6.70% for the FRS Plan. The FRS Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

The discount rate used to measure the total pension liability was 5.20% for the HIS Plan. In general, the discount rate for calculating the HIS Plan's total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the municipal bond rate of 5.20% was used to determine the total pension liability. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

NOTE 9 – RETIREMENT PLANS (CONTINUED)

SENSITIVITY OF THE VILLAGE'S PROPORTIONATE SHARE OF THE NET POSITION LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following table presents the sensitivity of the Village's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis, below, shows the impact to the Village's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2025.

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
Village's proportionate share of the net pension liability for the FRS Plan	$ 15,503,781	$ 7,900,078	$ 1,525,243

	1% Decrease (4.20%)	Current Discount Rate (5.20%)	1% Increase (6.20%)
Village's proportionate share of the net pension liability for the HIS Plan	$ 2,494,071	$ 2,211,721	$ 1,974,919

INVESTMENT PLAN

The SBA (State Board of Administration) administered the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS Defined Benefit Plan. Village employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual members' accounts, are defined by law, but the ultimate benefit depends, in part, on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including

NOTE 9 – RETIREMENT PLANS (CONTINUED)

INVESTMENT PLAN (CONTINUED)

the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members. Allocations to the investment members' accounts during the 2024-2025 fiscal year, as established by Section 121.72, Florida Statutes, are based on percentage of gross compensation, by class, as follows:

Class	Allocation Rate
Elected Officials	13.34%
Senior Management	9.67%
Special Risk	16.00%
Regular Employees	8.30%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan vesting is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on these funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over his or her account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Village.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

NOTE 10 – DEFINED CONTRIBUTION PLAN

The Village also has a defined contribution plan ("Plan") in accordance with Internal Revenue Code Section 401(a). There is one employee that did not transfer their balances to FRS that remain in this Plan. The Plan provides for required employer and employee contributions of 13.5% and 5.5% of employee earnings for the Plan year, respectively. The Village contributed approximately $10,500 and the employee contributed approximately $4,310 for the fiscal year ended September 30, 2025. Plan amendments must be approved by the Village Commission. The Plan is administered by ICMA Retirement Corp.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

PLAN DESCRIPTION AND FUNDING POLICY

Employees who retire from the Village and their dependents are eligible to continue to participate in the Village's single-employer defined benefit healthcare plan (the "Plan") currently offered through the Village at the "blended" employee group rate which, is determined annually by the Village. The retiree must continue to meet all participation requirements and pay all applicable premiums by the specified due date.

The Village provides no funding for any portion of the premiums after retirement. However, the Village recognizes that there is an “implicit subsidy” arising as a result of the blended rate premium since retiree health care costs, on average are higher than active employee healthcare costs. There are no assets accumulated in a trust that meet the criteria of the GASB to pay related benefits for the OPEB plan. The Plan does not issue a separate financial report. It is the Village’s current policy to fund the Plan on a “pay-as-you-go” basis from the General Fund.

The following table provides a summary of the number of participants in the Plan as of October 1, 2024:

Inactive plan members or beneficiaries currently receiving benefits	--
Inactive plan members entitled to but not yet receiving benefits	--
Active plan members	61
Total plan members	61

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

ACTUARIAL METHODS AND ASSUMPTIONS

The actuarial valuation of the calculation of OPEB involves estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the Village and Plan members) and include the types of benefits in force at the valuation date and the historical pattern of sharing benefit costs between the Village and the Plan members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The total OPEB liability at September 30, 2025 was based on an actuarial valuation dated September 30, 2023 with a measurement date of September 30, 2025, using the following actuarial assumptions:

Actuarial cost method	Entry age normal
Inflation	2.50%
Discount rate	4.90%
Salary increases	3.00%
Retirement age	Earlier of age 62 with at least 6 years of service, or at least 30 years of service at any age; participants who have attained such age as of the valuation date are assumed to retire one year after the valuation date.
Mortality	Mortality tables used in the July 1, 2023 actuarial valuation of the Florida Retirement System for non-K-12 Instructional Regular Class members. These rates were taken from adjusted PUB-2010 mortality tables published by the Society of Actuaries with generational improvements using Scale MP-2018. Adjustments to referenced tables are based on the results of a statewide experience study covering the period 2013 through 2018.
Healthcare cost trend rates	6.25% for fiscal year beginning 2025 and then gradually decreasing to an ultimate trend rate of 4.00%.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

DISCOUNT RATE

The discount rate used to measure the total OPEB liability at September 30, 2025 was 4.90%. Because the Village's OPEB costs are funded on a pay-as-you-go funding structure, the return on the Fidelity 20-Year Municipal GO AA Index as of the measurement date was used to determine the total OPEB liability.

TOTAL OPEB LIABILITY OF THE VILLAGE

The components and changes of the Village's total OPEB liability at September 30, 2025, are as follows:

	Total OPEB Liability
Balance at September 30, 2024	$ 262,380
Changes for the year:	
Service cost	23,304
Interest on total OPEB liability	10,885
Assumption charges	(23,506)
Net changes	10,683
Balance at September 30, 2025	$ 273,063

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE DISCOUNT RATES

The following table presents the total OPEB liability, calculated using the discount rate of 4.90%, as well as what the Village's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than current discount rate:

	1% Decrease (3.90%)	Current Discount Rate (4.90%)	1% Increase (5.90%)
Total OPEB liability	$ 294,604	$ 273,063	$ 253,391

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE HEALTHCARE COST TREND RATES

The following table presents the total OPEB liability of the Village, as well as what the Village's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage-point lower or one percentage-point higher than the current trend rate:

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB liability	$ 244,637	$ 273,063	$ 306,441

OPEB EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES

For the fiscal year ended September 30, 2025, the Village recognized OPEB expense of $10,683. At September 30, 2025, the Village reported no deferred outflows of resources related to OPEB.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

LITIGATION

The Village is involved in several lawsuits incidental to its operations, the outcome of which, in the opinion of management and legal counsel, should not have material adverse effect on the financial position of the Village.

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and natural disasters for which the Village carries commercial insurance. There were no significant reductions in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three years. The Village provides employee medical benefits through commercial insurance coverage.

GRANTS CONTINGENCY

The Village receives grants from governmental agencies that require compliance with certain provisions stated in the grant agreements and are subject to audit by their granter agencies. Failure to comply with the provisions or the results of any granter audit could result in the return of funds and are subject to audit by their granter agencies. Management of the Village deems the likelihood of this contingency remote since, in its opinion, the Village has complied in all material respects with the provisions of the grants.

NOTE 12 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

ENCUMBRANCES

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At September 30, 2025, following encumbrances were outstanding:

Transportation Fund		
NBV Sidewalk & ADA Improvements - Phase 2	$	175,159
Roadway Capital Improvements Fund		
Treasure Island Mill and Overlay	$	55,271
Capital Projects Fund		
1851 Galleon Street Redevelopment Project	$	2,879
Civic Park East Drive		57,921
Total	$	60,800
Capital Projects GOB Fund		
Village Hall	$	288,332
Community Center		932,789
Total	$	1,221,121
Utility Fund		
Wastewater Pump Station Improvements	$	1,538,256
Stormwater Utility Fund		
Stormwater projects	$	181,927

NOTE 13 – CHANGE IN REPORTING ENTITY

For the fiscal year ended September 30, 2025, the Parks Improvement Fund and Building Fees Fund were presented as major governmental funds. They was previously reported as nonmajor governmental funds. In accordance with GASB 100, *Accounting Changes and Error Corrections*, the Village presented the change in reporting entity as noted below.

	Reporting Units Affected by Adjustments/Restatement to Beginning Funds		
September 30,	Parks Improvement Fund	Building Fees Fund	Nonmajor Governmental
9/30/2024 ending fund balance, as previously reported	$ --	$ --	$ 6,679,004
Change from nonmajor to major fund	677,438	1,100,146	(1,777,584)
9/30/2024 ending fund balance, as adjusted or	$ 677,438	$ 1,100,146	$ 4,901,420

NOTE 14 – RESTATEMENT OF BEGINNING BALANCES

Effective October 1, 2024, the City implemented GASB Statement No. 101, Compensated Absences, which updates the recognition and measurement guidance for compensated absences and requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. The implementation increased beginning compensated absences liability and decreased the beginning net position as shown below:

	Absences	Net Position	Absences	Net Position
Balance October 1, 2024, as previously reported	$ 2,104,503	$ 30,788,146	$ 149,820	$ 13,661,216
Change in accounting principle	171,321	(171,321)	11,461	(11,461)
Balance October 1, 2024, as restated	$ 2,275,824	$ 30,616,825	$ 161,281	$ 13,649,755

	Fund Financial Statements - Enterprise Funds			
	Utility Fund		Stormwater Utility Fund	
	Compensated Absences	Net Position	Compensated Absences	Net Position
Balance October 1, 2024, as previously reported	$ 136,342	$ 11,270,117	$ 13,478	$ 2,391,099
Change in accounting principle	10,430	(10,430)	1,031	(1,031)
Balance October 1, 2024, as restated	$ 146,772	$ 11,259,687	$ 14,509	$ 2,390,068

REQUIRED SUPPLEMENTARY INFORMATION

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Taxes	$ 9,600,279	$ 9,933,752	$ 9,849,498	$ (84,254)
Impact fees	--	679	125,191	124,512
Licenses and permits	1,500	--	7,900	7,900
Franchise fees	574,500	574,055	542,521	(31,534)
Intergovernmental revenue	1,317,914	1,471,950	1,263,122	(208,828)
Charges for services	837,347	835,064	739,682	(95,382)
Fine and forfeitures	156,200	149,982	182,106	32,124
Interest Income	185,000	357,206	2,998	(354,208)
Developer contributions	--	--	15,568,010	15,568,010
Miscellaneous	89,178	80,446	104,051	23,605
Total Revenues	12,761,918	13,403,134	28,385,079	14,933,787
Expenditures:				
Current:				
General government:				
Village commission	244,892	189,511	158,774	(30,737)
Village manager	361,813	398,397	424,546	26,149
Village clerk	313,499	300,956	273,478	(27,478)
Finance	554,439	470,238	414,292	(55,946)
Village attorney	431,446	254,254	252,935	(1,319)
Information technology	394,300	463,494	451,728	(11,766)
Nondepartmental	748,511	713,333	1,293,203	579,870
Public safety	8,535,819	9,415,749	8,631,731	(784,018)
Recreation and human services	594,300	657,674	626,516	(31,158)
Debt service:				
Principal	140,000	140,000	839,566	699,566
Interest and other charges	58,486	58,486	121,255	62,769
Capital outlay	272,754	229,383	1,425,693	478,773
Total Expenditures:	12,650,259	13,291,475	14,913,717	904,705
Excess (Deficiency) of Revenues Over (Under) Expenditures	111,659	111,659	13,471,362	14,029,082
Other Financing Sources (Uses):				
Initiation of Leases	--	--	1,399,426	1,399,426
Transfers in	1,238,689	1,238,689	--	(1,238,689)
Transfers out	(1,450,348)	(1,450,348)	(12,470,100)	(11,019,752)
Total Other Financing Sources (Uses)	(211,659)	(211,659)	(11,070,674)	(11,019,752)
Net Change in Fund Balance	$ (100,000)	$ (100,000)	$ 2,400,688	$ 3,009,330
Fund Balances - Beginning			23,802,729	
Fund Balances - Ending			$ 26,203,417	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

NOTE TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

The Village legally adopts annual budgets for all governmental funds, with the exception of Federal Forfeiture Fund, State Forfeiture Fund, Parks Improvement Fund and Police Improvement Trust Fund.

The budgets are prepared on a basis consistent with accounting principles generally accepted in the United States. At least 60 days prior to the close of the fiscal year, the Village Commission is presented with a proposed budget including proposed expenditures and the means of financing them. After Commission review and public hearings, the budget is adopted prior to October 1. Budgets are approved on a fund-by-fund basis and management may transfer amounts between line items within the various activities in a department as long as the transfer does not amount to more than 5% of the total budget of the department. There were no budgetary transfers within a department for the year ending September 30, 2024. All other budgetary transfers must be approved by resolution of the Village Commission. Expenditures may not exceed appropriations at the departmental level.

Budgets are considered a management control and planning tool and as such are incorporated into the accounting system of the Village. The Village Commission, by resolution, may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated. Appropriations lapse at year-end. There were no amendments to the budget for the current fiscal year.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended September 30, 2025, expenditures exceeded appropriations in the following:

General Fund – Village Commission	$ 30,737
General Fund – Village Clerk	27,478
General Fund – Finance	55,946
General Fund – Village Attorney	1,319
General Fund – Information Technology	11,766
General Fund – Public Safety	784,018
General Fund – Recreation & Human Services	31,158

These unfavorable variances were caused by unbudgeted costs related to unforeseen circumstances and occurrences during the year and were covered by revenues in excess of budget and unassigned fund balance.

The Village had supplemental appropriations of $641,216 for the General Fund.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY - FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2025	2024	2024	2023	2022	2021	2020	2019	2018	2017
Village's proportion of the FRS net pension liability	0.025455275%	0.022255514%	0.020805881%	0.020576212%	0.020472927%	0.024522006%	0.020790053%	0.025202817%	0.023842196%	0.024321282%
Village's proportionate share of the FRS net pension liability	$ 8,609,479	$ 8,609,479	$ 8,290,485	$ 7,656,004	$ 546,497	$ 10,628,199	$ 7,159,805	$ 7,591,219	$ 7,054,782	$ 6,141,143
Village's covered payroll	$ 8,230,039	$ 6,675,138	$ 5,944,873	$ 5,573,264	$ 5,278,204	$ 5,116,961	$ 4,878,677	$ 3,749,563	$ 4,260,039	$ 4,191,730
Village's proportion of the FRS net pension liability as a percentage of its covered payroll	104.61%	128.98%	139.46%	137.37%	29.30%	207.71%	146.76%	202.46%	165.60%	146.51%
FRS plan fiduciary net position as a percentage of the total pension liability	87.26%	83.70%	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.69%	84.88%

* The amounts presented for each year were determined as of June 30 (measurement date of the collective net pension liability).

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY - HEALTH INSURANCE SUBSIDY PROGRAM PENSION PLAN (HIS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2025	2024	2024	2023	2022	2021	2020	2019	2018	2017
Village's proportion of the HIS net pension liability	0.017255554%	0.015271473%	0.014516684%	0.014762552%	0.013945917%	0.014798881%	0.013212112%	0.014794946%	0.013346042%	0.013577049%
Village's proportionate share of the HIS net pension liability	$ 2,211,721	$ 2,290,870	$ 2,305,443	$ 1,563,590	$ 1,710,676	$ 1,806,919	$ 1,478,303	$ 1,565,914	$ 1,427,020	$ 1,582,349
Village's covered payroll	$ 8,230,039	$ 6,675,138	$ 5,944,873	$ 5,573,264	$ 5,278,204	$ 5,116,961	$ 4,878,677	$ 3,749,563	$ 4,260,039	$ 4,191,730
Village's proportion of the HIS net pension liability as a percentage of its covered payroll	26.87%	34.32%	38.78%	28.06%	32.41%	35.31%	30.30%	41.76%	33.50%	37.75%
HIS plan fiduciary net position as a percentage of the total pension liability	6.36%	4.80%	4.12%	3.56%	3.00%	2.63%	2.15%	1.64%	97.00%	50.00%

* The amounts presented for each year were determined as of June 30 (measurement date of the collective net pension liability).

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF VILLAGE CONTRIBUTIONS - FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2025	2024	2024	2023	2022	2021	2020	2019	2018	2017
Contractually required FRS contribution	$ 1,519,856	$ 1,260,248	$ 1,000,897	$ 878,024	$ 779,930	$ 814,758	$ 644,642	$ 718,260	$ 620,671	$ 593,113
FRS contribution in relation to the contractually required FRS contribution	(1,519,856)	(1,260,248)	(1,000,897)	(878,024)	(779,930)	(814,758)	(644,642)	(718,260)	(620,671)	(593,113)
FRS contribution deficiency (excess)	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --
Village's covered payroll	$ 7,863,684	$ 6,869,298	$ 6,240,006	$ 5,658,906	$ 5,278,204	$ 5,386,505	$ 4,858,170	$ 4,172,564	$ 4,275,799	$ 4,088,434
FRS contribution as a percentage of covered payroll	19.33%	18.35%	16.04%	15.52%	14.78%	15.13%	13.27%	17.21%	14.52%	1451.00%

* The amounts presented for each year were determined as of June 30 (measurement date of the collective net pension liability).

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF VILLAGE CONTRIBUTIONS - HEALTH INSURANCE SUBSIDY PROGRAM PENSION PLAN (HIS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2025	2024	2024	2023	2022	2021	2020	2019	2018	2017
Contractually required HIS contribution	$ 154,224	$ 129,293	$ 95,493	$ 89,326	$ 81,974	$ 85,279	$ 73,366	$ 80,233	$ 70,631	$ 69,591
HIS contribution in relation to the contractually required HIS contribution	(154,224)	(129,293)	(95,493)	(89,326)	(81,974)	(85,279)	(73,366)	(80,233)	(70,631)	(69,591)
HIS contribution deficiency (excess)	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --
Village's covered payroll	$ 7,863,684	$ 6,869,298	$ 6,240,006	$ 5,658,906	$ 5,278,204	$ 5,386,505	$ 4,858,170	$ 4,172,564	$ 4,275,799	$ 4,088,434
HIS contribution as a percentage of covered payroll	1.96%	1.88%	1.53%	1.58%	1.55%	1.58%	1.51%	1.52%	1.65%	1.70%

* The amounts presented for each year were determined as of June 30 (measurement date of the collective net pension liability).

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS - OTHER POST-EMPLOYMENT BENEFITS (OPEB)

SEPTEMBER 30, 2025

Fiscal Year:	9/30/2025	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Measurement Date:	9/30/2025	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Total OPEB liability:								
Service cost	$ 23,304	$ 11,419	$ 11,980	$ 15,079	$ 14,180	$ 43,385	$ 42,121	$ 41,645
Interest	10,885	12,565	11,142	6,156	6,164	26,143	23,681	21,872
Differences between expected and actual experience	--	(46,372)	--	(7,756)	--	--	--	--
Assumption changes	(23,506)	24,807	(4,413)	(38,245)	4,101	(514,832)	3,705	--
Benefit payments	--	--	--	--	--	--	(3,965)	(2,809)
Net Change in Total OPEB Liability	10,683	2,419	18,709	(24,766)	24,445	(445,304)	65,542	60,708
Total OPEB liability - Beginning of Year	262,380	259,961	241,252	266,018	241,573	686,877	621,335	560,627
Total OPEB liability - End of Year	$ 273,063	$ 262,380	$ 259,961	$ 241,252	$ 266,018	$ 241,573	$ 686,877	$ 621,335
Village Covered Employee Payroll	$ 8,660,111	$ 5,281,123	$ 5,490,994	$ 5,331,062	$ 5,175,788	$ 5,025,037	$ 4,878,677	$ 3,069,048
Total OPEB Liability as a Percentage of Village Covered Employee Payroll	3.15%	4.97%	4.73%	4.53%	5.14%	4.81%	14.08%	20.25%

* There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

Note: The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

See notes to basic financial statements.

COMBINING FINANCIAL STATEMENTS

NON MAJOR GOVERNMENTAL FUNDS
Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted for expenditures of particular purposes, activities or projects.

Grant Administration Fund – This fund is used to account for the various federal, state and local grants awarded to the Village.

State Forfeiture Fund – This fund is used to account for State forfeitures restricted for law enforcement purposes.

Federal Forfeiture Fund – This fund is used to account for Federal forfeitures restricted for law enforcement purposes.

Street Maintenance Fund – This fund is used to account for the operations of street maintenance and construction costs.

Children's Services Fund – This fund is used to account for certain grants and programs that provide for summer programs as well as other adolescent activities.

Transportation Fund – This fund is used to account for restricted revenues and expenditures associated with a county levied surtax and designated for public transportation purposes.

Police Improvement Fund – This fund is used to account for revenues and expenditures for law enforcement purposes.

American Recovery Plan Acts (ARPA) – This fund is used to account for restricted revenues and expenditures for capital projects associated with funds received from ARPA.

Debt Service Funds

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest .

Roadway Improvement Projects Debt Service Fund – This fund is used to accumulate resources and distribute principal and interest on governmental long-term debt payable by the Village for roadway capital improvements.

Debt Service Fund – This fund is used to accumulate resources and distribute principal and interest on governmental long-term debt payable by the Village.

Capital Projects Funds

Capital projects funds are used to account for the acquisition or construction of various major capital projects.

CITT Roadway Improvements Capital Projects Fund – This fund accounts for the acquisition or construction of various road improvements throughout the Village.

Capital Projects Fund – ARPA – This fund is used to account for the revenues and expenditures for capital projects related to funds received from the American Recovery Plan Act.

Capital Projects Fund – This fund accounts for the acquisition or construction of various capital projects.

NORTH BAY VILLAGE, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	Special Revenue Funds										
	Grant Administration Fund	Work Force Housing Fund	State Forfeiture Fund	Federal Forfeiture Trust Fund	Formerly nonmajor fund Building Fees Trust Fund	Street Maintenance Fund	Children's Services Fund	Transportation Trust Fund	American Recovery Plan Act (ARPA) Fund	Police Improvement Fund	Total Special Revenue Funds
Assets:											
Cash and cash equivalents	$ --	$ 1,049,481	$ 95,168	$ 1,599,761	$ --	$ 359,585	$ 17,700	$ 1,741,597	$ --	$ 2,474,610	$ 7,337,902
Accounts receivable	--	--	--	--	--	--	--	--	--	--	--
Due from other governments	--	--	--	--	--	19,860	--	267,979	--	--	287,839
Due from other funds	--	--	--	--	--	--	--	--	--	--	--
Restricted cash	--	--	--	--	--	--	--	--	--	--	--
Total Assets	$ --	$ 1,049,481	$ 95,168	$ 1,599,761	$ --	$ 379,445	$ 17,700	$ 2,009,576	$ --	$ 2,474,610	$ 7,625,741
Liabilities, Deferred Inflows of Resources and Fund Balances:											
Liabilities:											
Accounts payable and accrued liabilities	$ --	$ 1,379	$ --	$ --	$ --	$ 80,978	$ --	$ 22,654	$ --	$ --	$ 105,011
Accrued payroll and benefits	--	--	--	--	--	3,763	--	--	--	--	3,763
Due to other funds	29,836	--	--	54,575	--	--	--	--	--	--	84,411
Unearned revenues	--	--	--	--	--	--	--	--	--	--	--
Total liabilities	29,836	1,379	--	54,575	--	84,741	--	22,654	--	--	193,185
Deferred inflows of resources:											
Unavailable revenue	--	--	--	--	--	--	--	102,924	--	--	102,924
Total deferred inflows of resources:	--	--	--	--	--	--	--	102,924	--	--	102,924
Fund balances:											
Restricted:											
Capital projects	--	--	--	--	--	--	--	--	--	--	--
Debt service	--	--	--	--	--	--	--	--	--	--	--
Housing and development	--	1,048,102	--	--	--	--	--	--	--		1,048,102
Public works	--	--	--	--	--	294,704	--	--	--	--	294,704
Transportation projects	--	--	--	--	--	--	--	1,883,998	--	--	1,883,998
Law enforcement	--		95,168	1,545,186	--	--	--	--	--	2,474,610	4,114,964
Recreation and human services	--	--	--	--	--	--	17,700	--	--	--	17,700
Unassigned	(29,836)	--	--	--	--	--	--	--	--	--	(29,836)
Total fund balances	(29,836)	1,048,102	95,168	1,545,186	--	294,704	17,700	1,883,998	--	2,474,610	7,329,632
Total Liabilities, Deferred Inflows of Resources and Fund Balances:	$ --	$ 1,049,481	$ 95,168	$ 1,599,761	$ --	$ 379,445	$ 17,700	$ 2,009,576	$ --	$ 2,474,610	$ 7,625,741

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2025

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Fund	Debt Service Fund	Total Debt Service Funds	Formerly nonmajor fund: Parks Improvement Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital Projects Fund	Total Nonmajor Governmental Funds
Assets									
Cash and cash equivalents	$ --	$ 825,050	$ 825,050	$ --	$ --	$ --	$ 245,183	$ 245,183	$ 8,408,135
Accounts receivable	--	--	--	--	--	--	--	--	--
Due from other governments	--	14,053	14,053	--	--	--	159,036	159,036	460,928
Due from other funds	--	21,906	21,906	--	--	--	--	--	21,906
Restricted cash	--	--	--	--	1,241,744	--	--	1,241,744	1,241,744
Total Assets	$ --	$ 861,009	$ 861,009	$ --	$ 1,241,744	$ --	$ 404,219	$ 1,645,963	$ 10,132,713
Liabilities, Deferred Inflows of Resources and Fund Balances:									
Liabilities:									
Accounts payable and accrued liabilities	$ --	$ 88	$ 88	$ --	$ --	$ --	$ 34,676	$ 34,676	$ 139,775
Accrued payroll and benefits	--	--	--	--	--	--	--	--	3,763
Due to other funds	--	--	--	--	--	--	--	--	84,411
Unearned revenues	--	--	--	--	--	--	--	--	--
Total liabilities	--	88	88	--	--	--	34,676	34,676	227,949
Deferred inflows of resources:									
Unavailable revenue	--	--	--	--	--	--	--	--	102,924
Total deferred inflows of resources:	--	--	--	--	--	--	--	--	102,924
Fund balances:									
Restricted:									
Capital projects	--	--	--	--	--	--	369,543	369,543	369,543
Debt service	--	860,921	860,921	--	--	--	--	--	860,921
Housing and development	--	--	--	--	--	--	--	--	1,048,102
Public works	--	--	--	--	--	--	--	--	294,704
Transportation projects	--	--	--	--	1,241,744	--	--	1,241,744	3,125,742
Law enforcement	--	--	--	--	--	--	--	--	4,114,964
Recreation and human services	--	--	--	--	--	--	--	--	17,700
Unassigned	--	--	--	--	--	--	--	--	(29,836)
Total fund balances	--	860,921	860,921	--	1,241,744	--	369,543	1,611,287	9,801,840
Total Liabilities, Deferred Inflows of Resources and Fund Balances:	$ --	$ 861,009	$ 861,009	$ --	$ 1,241,744	$ --	$ 404,219	$ 1,645,963	$ 10,132,713

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds										
	Grant Administration Fund	Work Force Housing Fund	State Forfeiture Fund	Federal Forfeiture Trust Fund	Formerly nonmajor fund Building Fees Trust Fund	Street Maintenance Fund	Children's Services Fund	Transportation Trust Fund	American Recovery Plan Act (ARPA) Fund	Police Improvement Fund	Total Special Revenue Funds
Revenues:											
Taxes	$ --	$ --	$ --	$ --	$ --	$ 120,127	$ --	$ 540,967	$ --	$ --	$ 661,094
Impact fees	--	--	--	--	--	--	--	--	--	67,389	67,389
Licenses and permits	--	--	--	--	--	--	--	--	--	--	--
Intergovernmental revenue	18,679	--	--	1,422,244	--	72,349	--	96,790	140,698	--	1,750,760
Investment income	--	--	65	2,446	--	--	--	42,519	--	--	45,030
Miscellaneous	--	--	--	--	--	6,947	--	--	--	--	6,947
Total Revenues	18,679	--	65	1,424,690	--	199,423	--	680,276	140,698	67,389	2,531,220
Expenditures:											
Current:											
Public safety	4,414	--	--	23,819	--	--	--	--	--	--	28,233
Public works	--	20,808	--	--	--	925,495	--	179,626	--	--	1,125,929
Recreation and human services	--	--	--	--	--	--	--	--	--	--	--
Debt service:					--						
Principal	--	--	--	--	--	6,807	--	--	--	--	6,807
Interest and other charges	--	--	--	--	--	98	--	--	--	--	98
Capital outlay	--	--	--	--	--	68,886	--	145,303	--	--	214,189
Total Expenditures	4,414	20,808	--	23,819	--	1,001,286	--	324,929	--	--	1,375,256
Excess (Deficiency) of Revenues Over (Under) Expenditures	14,265	(20,808)	65	1,400,871	--	(801,863)	--	355,347	140,698	67,389	1,155,964
Other Financing Sources (Uses):											
Initiation of SBITAs	--	--	--	--	--	--	--	--	--	--	--
Transfers in	--	1,068,910	--	--	--	939,312	--	142,900	--	2,090,775	4,241,897
Transfers out	--	--	--	--	--	--	--	(108,730)	(140,698)	--	(249,428)
Total Other Financing Sources (Uses)	--	1,068,910	--	--	--	939,312	--	34,170	(140,698)	2,090,775	3,992,469
Net Change in Fund Balances	14,265	1,048,102	65	1,400,871	--	137,449	--	389,517	--	2,158,164	5,148,433
Fund Balances - Beginning as previously presented	(44,101)	--	95,103	144,315	1,100,146	157,255	17,700	1,494,481	--	316,446	3,281,345
Change within reporting entity (nonmajor to nmajor)	--	--	--	--	(1,100,146)	--	--	--	--	--	(1,100,146)
Fund Balances - Beginning as adjusted	(44,101)	--	95,103	144,315	--	157,255	17,700	1,494,481	--	316,446	2,181,199
Fund Balances - Ending	$ (29,836)	$ 1,048,102	$ 95,168	$ 1,545,186	$ --	$ 294,704	$ 17,700	$ 1,883,998	$ --	$ 2,474,610	$ 7,329,632

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Fund	Debt Service Fund	Total Debt Service Funds	Formerly nonmajor fund Parks Improvement Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital Projects Fund	Total Nonmajor Governmental Funds
Revenues:									
Taxes	$ --	$ 1,831,079	$ 1,831,079	$ --	$ --	$ --	$ --	$ --	$ 2,492,173
Impact fees	--	--	--	--	--	--	--	--	67,389
Intergovernmental revenue	--	--	--	--	--	--	112,873	112,873	1,863,633
Investment income	--	--	--	--	4,032	--	--	4,032	49,062
Other	--	--	--	--	--	--	--	--	6,947
Total Revenues	--	1,831,079	1,831,079	--	4,032	--	112,873	116,905	4,479,204
Expenditures:									
Current:									
Public safety	--	--	--	--	--	--	--	--	28,233
Public works	--	--	--	--	--	--	--	--	1,125,929
Debt service:									
Principal	95,000	1,247,857	1,342,857	--	--	--	--	--	1,349,664
Interest and other charges	13,736	424,468	438,204	--	--	--	--	--	438,302
Capital outlay	--	--	--	--	182,110	--	419,155	601,265	815,454
Total Expenditures	108,736	1,672,325	1,781,061	--	182,110	--	419,155	601,265	3,757,582
Excess (Deficiency) of Revenues Over (Under) Expenditures	(108,736)	158,754	50,018	--	(178,078)	--	(306,282)	(484,360)	721,622
Other Financing Sources (Uses):									
Transfers in	108,730	--	108,730	--	--	230,676	--	230,676	4,581,303
Transfers out	--	--	--	--	--	(153,077)	--	(153,077)	(402,505)
Total Other Financing Sources (Uses)	108,730	--	108,730	--	--	77,599	--	77,599	4,178,798
Net Change in Fund Balances	(6)	158,754	158,748	--	(178,078)	77,599	(306,282)	(406,761)	4,900,420
Fund Balances - Beginning as previously presented	6	702,167	702,173	677,438	1,419,822	(77,599)	675,825	2,695,486	6,679,004
Change within reporting entity (nonmajor to major)	--	--	--	(677,438)	--	--	--	--	(1,777,584)
Fund Balances - Beginning as adjusted	6	702,167	702,173	--	1,419,822	(77,599)	675,825	2,695,486	4,901,420
Fund Balances - Ending	$ --	$ 860,921	$ 860,921	$ --	$ 1,241,744	$ --	$ 369,543	$ 2,288,725	$ 9,801,840

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
GRANT ADMINISTRATION FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Grants	$ 105,000	$ 105,000	$ 18,679	$ (86,321)
Total Revenues	105,000	105,000	18,679	(86,321)
Expenditures:				
Current:				
Public safety	75,000	75,000	4,414	(70,586)
Capital outlay	30,000	30,000	--	(30,000)
Total Expenditures	105,000	105,000	4,414	(100,586)
Excess (Deficiency) of Revenues Over (Under) Expenditures	--	--	14,265	(186,907)
Net Change in Fund Balance	$ --	$ --	14,265	$ (186,907)
Fund Balances - Beginning			(44,101)	
Fund Balances - Ending			$ (29,836)	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
BUILDING FEES FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Licenses and permits	$ 728,000	$ 2,364,060	$ 3,406,038	$ 1,041,978
Charges for services	1,000	1,000	44,208	43,208
Other	81,311	81,311	34,524	(46,787)
Total Revenues	810,311	2,446,371	3,484,770	1,038,399
Expenditures:				
Current:				
Building, planning and zoning	870,433	2,494,659	--	(2,494,659)
Debt service:				
Principal	--	--	37,610	37,610
Interest and other charges	--	--	2,938	2,938
Capital outlay	81,721	93,555	--	(93,555)
Total Expenditures	952,154	2,588,214	40,548	(2,547,666)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(141,843)	(141,843)	3,444,222	(1,509,267)
Other Financing Sources (Uses):				
Transfers in	141,843	141,843	1,375,000	1,233,157
Total Other Financing Sources (Uses)	141,843	141,843	1,375,000	1,233,157
Net Change in Fund Balance	$ --	$ --	4,819,222	$ (276,110)
Fund Balances - Beginning			1,100,146	
Fund Balances - Ending			$ 5,919,368	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
STREET MAINTENANCE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental revenue	$ 212,444	$ 212,444	$ 72,349	$ (140,095)
Other	10,336	10,336	6,947	(3,389)
Total Revenues	222,780	222,780	79,296	(143,484)
Expenditures:				
Current:				
Public works	817,045	998,724	925,495	(73,229)
Debt service:				
Principal	--	--	6,807	6,807
Interest and other charges	--	--	98	98
Capital outlay	795,000	731,459	68,886	(662,573)
Total Expenditures	1,612,045	1,730,183	1,001,286	(728,897)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,389,265)	(1,507,403)	(921,990)	(872,381)
Other Financing Sources (Uses):				
Transfers in	489,312	489,312	939,312	450,000
Total Other Financing Sources (Uses)	489,312	489,312	939,312	450,000
Net Change in Fund Balance	$ (899,953)	$ (1,018,091)	17,322	$ (422,381)
Fund Balances - Beginning			157,255	
Fund Balances - Ending			$ 174,577	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 540,773	$ 540,773	$ 540,967	$ 194
Intergovernmental revenue	350,000	350,000	96,790	(253,210)
Fines and forfeitures	6,000	6,000	--	(6,000)
Interest income	5,000	5,000	42,519	37,519
Total Revenues	901,773	901,773	680,276	(221,497)
Expenditures:				
Current:				
Public works	355,500	356,529	179,626	(176,903)
Capital outlay	381,500	678,606	145,303	(533,303)
Total Expenditures	737,000	1,035,135	324,929	(710,206)
Excess (Deficiency) of Revenues Over (Under) Expenditures	164,773	(133,362)	355,347	(931,703)
Other Financing Sources (Uses):				
Transfers in	142,900	142,900	142,900	--
Transfers out	(442,900)	(442,900)	(108,730)	334,170
Total Other Financing Sources (Uses)	(300,000)	(300,000)	34,170	334,170
Net Change in Fund Balance	$ (135,227)	$ (433,362)	389,517	$ (597,533)
Fund Balances - Beginning			1,494,481	
Fund Balances - Ending			$ 1,883,998	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
ROADWAY IMPROVEMENT PROJECTS DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues	$ --	$ --	$ --	$ --
Expenditures:				
Debt services:				
Principal	95,000	95,000	95,000	--
Interest and other charges	13,736	13,736	13,736	--
Total Expenditures	108,736	108,736	108,736	--
Excess (Deficiency) of Revenues Over (Under) Expenditures	(108,736)	(108,736)	(108,736)	--
Other Financing Sources (Uses):				
Transfers in	108,736	108,736	108,730	(6)
Total Other Financing Sources (Uses)	108,736	108,736	108,730	(6)
Net Change in Fund Balance	$ --	$ --	(6)	$ (6)
Fund Balances - Beginning			6	
Fund Balances - Ending			$ --	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 1,797,342	$ 1,818,568	$ 1,831,079	$ 12,511
Total Revenues	1,797,342	1,818,568	1,831,079	12,511
Expenditures:				
Debt service:				
Principal	1,247,857	1,247,857	1,247,857	--
Interest and other charges	549,485	570,711	424,468	(146,243)
Total Expenditures	1,797,342	1,818,568	1,672,325	(146,243)
Excess (Deficiency) of Revenues Over (Under) Expenditures	--	--	158,754	(133,732)
Net Change in Fund Balance	$ --	$ --	158,754	$ (279,975)
Fund Balances - Beginning			702,167	
Fund Balances - Ending			$ 860,921	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CITT ROADWAY CAPITAL IMPROVEMENT FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Interest income	$ 10,000	$ 10,000	$ 4,032	$ (5,968)
Total Revenues	10,000	10,000	4,032	(5,968)
Expenditures:				
Capital outlay	1,550,000	1,792,650	182,110	(1,610,540)
Total Expenditures	1,550,000	1,792,650	182,110	(1,610,540)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,540,000)	(1,782,650)	(178,078)	(1,616,508)
Net Change in Fund Balance	$ (1,540,000)	$ (1,782,650)	(178,078)	$ (1,616,508)
Fund Balances - Beginning			1,419,822	
Fund Balances - Ending			$ 1,241,744	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND - ARPA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues	$ --	$ --	$ --	$ --
Expenditures:				
Capital outlay	389,500	1,397,568	--	(1,397,568)
Total Expenditures	389,500	1,397,568	--	(1,397,568)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(389,500)	(1,397,568)	--	1,397,568
Other Financing Sources (Uses):				
Transfers in	--	--	230,676	230,676
Transfers out	(1,238,689)	(1,238,689)	(153,077)	1,085,612
Total Other Financing Sources (Uses)	(1,238,689)	(1,238,689)	77,599	1,316,288
Net Change in Fund Balance	$ (1,628,189)	$ (2,636,257)	77,599	$ 2,713,856
Fund Balances - Beginning			(77,599)	
Fund Balances - Ending			$ --	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental revenue	$ 1,010,545	$ 1,010,545	$ 112,873	$ (897,672)
Total Revenues	1,010,545	1,010,545	112,873	(897,672)
Expenditures:				
Capital outlay	8,415,020	10,297,433	419,155	(9,878,278)
Total Expenditures	8,415,020	10,297,433	419,155	(9,878,278)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,404,475)	(9,286,888)	(306,282)	(10,775,950)
Other Financing Sources (Uses):				
Transfers in	222,010	222,010	--	(222,010)
Total Other Financing Sources (Uses)	222,010	222,010	--	(222,010)
Net Change in Fund Balance	$ (7,182,465)	$ (9,064,878)	(306,282)	$ (10,997,960)
Fund Balances - Beginning			675,825	
Fund Balances - Ending			$ 369,543	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS GOB FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Impact fees	$ 9,507,250	$ 9,507,250	$ --	$ (9,507,250)
Intergovernmental revenue	7,500,000	7,500,000	--	(7,500,000)
Contributions & donations	1,893,750	1,893,750	--	(1,893,750)
Miscellaneous	7,425,000	7,425,000	--	(7,425,000)
Interest income	10,000	10,000	113,478	103,478
Total Revenues	26,336,000	26,336,000	113,478	(11,297,522)
Expenditures:				
Capital outlay	26,336,000	26,344,400	1,375,371	(24,969,029)
Total Expenditures	26,336,000	26,344,400	1,375,371	(24,969,029)
Excess (Deficiency) of Revenues Over (Under) Expenditures	--	(8,400)	(1,261,893)	(36,266,551)
Other Financing Sources (Uses):				
Transfers in	--	--	400,000	400,000
Total Other Financing Sources (Uses)	--	--	400,000	400,000
Net Change in Fund Balance	$ --	$ (8,400)	(861,893)	$ (35,866,551)
Fund Balances - Beginning			8,985,454	
Fund Balances - Ending			$ 8,123,561	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS GOB 2022 PARKS PROJECT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Interest income	$ 31,000	$ 31,000	$ 9,034	$ (21,966)
Total Revenues	31,000	31,000	9,034	(21,966)
Expenditures:				
Capital outlay	2,868,985	2,868,985	2,003,043	(865,942)
Total Expenditures	2,868,985	2,868,985	2,003,043	(865,942)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,837,985)	(2,837,985)	(1,994,009)	(887,908)
Other Financing Sources (Uses):				
Transfers in	2,785,385	2,785,385	600,000	(2,185,385)
Total Other Financing Sources (Uses)	2,785,385	2,785,385	600,000	(2,185,385)
Net Change in Fund Balance	$ (52,600)	$ (52,600)	(1,394,009)	$ (3,073,293)
Fund Balances - Beginning			2,744,615	
Fund Balances - Ending			$ 1,350,606	

See notes to basic financial statements.

STATISTICAL SECTION

STATISTICAL SECTION

This part of North Bay Village's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.	83-87
Revenue Capacity	
These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.	88-93
Debt Capacity	
These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	93-98
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	99-100
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	101-103

NORTH BAY VILLAGE, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2016	2017[1]	2018	2019	2020	2021	2022[2]	2023	2024[3]	2025
Governmental Activities:										
Net investment in capital assets	$ 3,887,834	$ 4,028,050	$ 4,134,161	$ 4,728,103	$ 3,535,691	$ 5,523,934	$ 6,049,864	$ 6,710,170	$ 8,341,424	$ 11,440,574
Restricted	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781	26,376,661	28,971,807
Unrestricted (deficit)	(3,387,282)	(3,951,483)	(4,512,397)	(5,603,301)	(7,025,349)	(5,665,036)	(9,001,351)	(12,984,397)	(3,929,939)	9,019,290
Total governmental activities, net position	$ 2,338,841	$ 1,974,361	$ 1,631,695	$ 1,145,949	$ 450,045	$ 3,393,319	$ 6,135,191	$ 10,401,554	$ 30,788,146	$ 49,431,671
Business-Type Activities:										
Net investment in capital assets	$ 8,440,175	$ 9,394,287	$ 11,055,898	$ 11,384,274	$ 7,980,181	$ 7,208,169	$ 7,982,938	$ 8,327,805	$ 14,829,761	$ 15,956,553
Unrestricted (deficit)	705,341	139,561	(1,243,696)	(1,886,054)	1,982,069	3,113,416	3,287,397	4,381,514	(1,168,545)	(394,835)
Total business-type activities, net position	$ 9,145,516	$ 9,533,848	$ 9,812,202	$ 9,498,220	$ 9,962,250	$ 10,321,585	$ 11,270,335	$ 12,709,319	$ 13,661,216	$ 15,561,718
Primary Government:										
Net investment in capital assets	$ 12,328,009	$ 13,422,337	$ 15,190,059	$ 16,112,377	$ 11,515,872	$ 12,732,103	$ 14,032,802	$ 15,037,975	$ 23,171,185	$ 27,397,127
Restricted	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781	26,376,661	28,971,807
Unrestricted (deficit)	(2,681,941)	(3,811,922)	(5,756,093)	(7,489,355)	(5,043,280)	(2,551,620)	(5,675,617)	(8,602,883)	(5,098,484)	8,624,455
Total primary government, net position	$ 11,484,357	$ 11,508,209	$ 11,443,897	$ 10,644,169	$ 10,412,295	$ 13,714,904	$ 17,443,863	$ 23,110,873	$ 44,449,362	$ 64,993,389

[1] Fiscal year 2017 unrestricted net assets have been restated due to the implementation of GASB 75.

[2] Fiscal year 2022 unrestricted net assets have been restated due to a correction of an error.

[3] Fiscal year 2024 unrestricted net assets have been restated due to the implementation of GASB 101.

NORTH BAY VILLAGE, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Expenses:										
Governmental activities:										
General government	$ 2,416,720	$ 2,954,893	$ 3,127,620	$ 3,901,795	$ 3,325,014	$ 2,454,219	$ 3,167,123	$ 2,844,138	$ 3,899,053	$ 3,943,958
Public safety	5,401,548	5,974,821	6,620,019	6,317,731	6,714,598	5,193,586	6,466,389	8,352,880	7,927,480	7,752,984
Public works	662,229	765,252	792,985	977,997	1,110,343	665,142	804,346	642,273	922,508	1,471,045
Building, planning and zoning	635,329	461,411	663,846	556,734	463,238	447,401	859,978	753,462	954,833	2,440,366
Recreation and human services	519,026	527,163	527,727	555,941	714,022	550,391	520,723	688,294	638,690	769,694
Interest and fiscal charges	235,061	220,145	306,276	231,575	259,283	254,551	352,615	421,563	585,594	562,495
Total governmental activities	9,869,913	10,903,685	12,038,473	12,541,773	12,586,498	9,565,290	12,171,174	13,702,610	14,928,158	16,940,542
Business-type activities:										
Utility	4,368,279	5,105,373	4,929,420	4,811,930	5,154,453	6,320,663	6,697,064	7,563,731	8,591,757	9,201,913
Stormwater utility	100,658	69,205	67,303	77,604	127,863	525,536	593,017	425,473	239,219	378,422
Total business-type activities	4,468,937	5,174,578	4,996,723	4,889,534	5,282,316	6,846,199	7,290,081	7,989,204	8,830,976	9,580,335
Total primary government expenses	$ 14,338,850	$ 16,078,263	$ 17,035,196	$ 17,431,307	$ 17,868,814	$ 16,411,489	$ 19,461,255	$ 21,691,814	$ 23,759,134	$ 26,520,877
Program Revenues:										
Governmental activities:										
Charges for services:										
General government	$ 676,382	$ 307,184	$ 327,257	$ 135,049	$ 121,997	$ 178,852	$ 289,527	$ 348,863	$ 8,124,842	$ 978,362
Public safety	682,957	659,967	425,375	351,330	426,191	434,269	431,519	465,833	497,409	1,604,350
Building, planning and zoning	570,814	519,083	698,376	528,311	511,296	541,223	1,801,159	950,150	1,147,978	3,413,938
Parks and recreation	--	15,216	17,543	9,600	--	--	--	8,550	--	--
Operating grants and contributions	475,649	840,492	536,436	990,703	840,338	1,556,779	1,858,690	3,071,469	1,333,454	440,787
Capital grants and contributions	--	--	--	200,000	61,478	362,604	499,818	1,445,511	11,859,643	15,868,701
Total governmental activities program revenues	2,405,802	2,341,942	2,004,987	2,214,993	1,961,300	3,073,727	4,880,713	6,290,376	22,963,326	22,306,138
Business-type activities:										
Charges for services:										
Utility	5,608,193	6,196,972	5,923,470	5,891,918	6,439,021	6,930,585	7,635,999	7,373,104	7,839,553	9,748,596
Stormwater utility	116,178	116,575	116,111	114,606	115,218	115,301	230,544	461,131	456,086	454,715
Operating grants and contributions	--	125,620	--	--	--	--	--	--	--	--
Capital grants and contributions	--	12,195	6,360	120,000	340,895	150,000	51,000	244,168	422,392	787,137
Total business-type activities program revenues	5,724,371	6,451,362	6,045,941	6,126,524	6,895,134	7,195,886	7,917,543	8,078,403	8,718,031	10,990,448
Total primary government program revenues	$ 8,130,173	$ 8,793,304	$ 8,050,928	$ 8,341,517	$ 8,856,434	$ 10,269,613	$ 12,798,256	$ 14,368,779	$ 31,681,357	$ 33,296,586

NORTH BAY VILLAGE, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(CONTINUED)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Net Expense/Revenue:										
Governmental activities	$ (8,561,743)	$ (10,033,486)	$ (10,326,780)	$ (10,326,780)	$ (10,625,198)	$ (6,491,563)	$ (7,290,461)	$ (7,412,234)	$ 8,035,168	$ 5,365,596
Business-type activities	1,276,784	1,049,218	1,236,990	1,236,990	1,612,818	349,687	627,462	89,199	(112,945)	1,410,113
Total primary government, net expense	(7,284,959)	(8,984,268)	(9,089,790)	(9,089,790)	(9,012,380)	(6,141,876)	(6,662,999)	(7,323,035)	7,922,223	6,775,709
General Revenues and Other:										
Changes in net position:										
Governmental activities:										
Taxes:										
Ad valorem taxes	4,973,592	5,164,809	6,289,190	6,325,883	6,408,988	6,966,828	7,327,998	8,251,135	9,850,204	10,817,667
Franchise fees	434,029	444,495	443,794	465,277	447,585	459,673	528,447	591,822	544,899	542,521
Utility service taxes	586,646	604,737	616,445	626,557	620,874	632,833	661,904	754,331	780,246	983,037
Sales tax	603,513	630,296	705,644	712,273	612,775	743,227	899,478	875,828	910,399	824,226
Intergovernmental - unrestricted	581,142	587,791	631,448	532,515	449,033	490,017	558,010	554,563	703,604	438,896
Interest income	42,983	49,654	43,418	43,992	43,221	35,608	4,122	134,546	231,785	174,572
Loss on disposal of capital assets	--	--	--	--	(1,984)	(13,938)	--	(4,308)	(3,654)	(40,119)
Miscellaneous revenues	196,902	134,976	189,837	197,445	199,298	120,589	284,449	1,840,825	344,321	145,522
Transfers	782,000	816,303	771,044	937,092	1,149,504	--	(391,694)	(1,320,145)	(1,010,380)	(437,072)
Total governmental activities	8,200,807	8,433,061	9,690,820	9,841,034	9,929,294	9,434,837	9,872,714	11,678,597	12,351,424	13,449,250
Business-type activities:										
Interest income	49	100	180	244	716	1,296	1,977	29,640	597	42,644
Miscellaneous	--	--	--	--	--	8,352	176	--	53,865	22,134
Transfers	(782,000)	(816,303)	(771,044)	(937,092)	(1,149,504)	--	391,694	1,320,145	1,010,380	437,072
Total business-type activities	(781,951)	(816,203)	(770,864)	(936,848)	(1,148,788)	9,648	393,847	1,349,785	1,064,842	501,850
Total primary government	$ 7,418,856	$ 7,616,858	$ 8,919,956	$ 8,904,186	$ 8,780,506	$ 9,444,485	$ 10,266,561	$ 13,028,382	$ 13,416,266	$ 13,951,100
Change in Net Position:										
Governmental activities	$ (360,936)	$ (1,600,425)	$ (635,960)	$ (485,746)	$ (695,904)	$ 2,943,274	$ 2,582,253	$ 4,266,363	$ 20,386,592	$ 18,814,846
Business-type activities	494,833	233,015	466,126	300,142	464,030	359,335	1,021,309	1,438,984	951,897	1,911,963
Total primary government	$ 133,897	$ (1,367,410)	$ (169,834)	$ (185,604)	$ (231,874)	$ 3,302,609	$ 3,603,562	$ 5,705,347	$ 21,338,489	$ 20,726,809

NORTH BAY VILLAGE, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022[1]	2023	2024	2025
General Fund:										
Nonspendable	$ 95,284	$ 22,418	$ 39,451	$ 27,254	$ 55,762	$ 155,153	$ 165,412	$ 192,858	$ 275,427	$ 102,349
Restricted	--	--	--	--	226,000	--	--	--	7,855,410	--
Committed	--	--	--	--	--	--	--	--		
Assigned	1,282,999	1,497,919	1,674,570	1,759,352	1,843,724	2,006,152	1,812,258	1,870,393	2,156,548	2,584,883
Unassigned	1,182,833	1,058,737	1,236,890	995,552	705,186	1,594,078	2,172,011	6,315,785	13,515,344	23,516,185
Total General Fund	2,561,116	2,579,074	2,950,911	2,782,158	2,830,672	3,755,383	4,149,681	8,379,036	23,802,729	26,203,417
All other governmental funds:										
Nonspendable	1,171	1,028	--	--	--	4,530	4,739	4,751	9,522	--
Restricted	2,900,551	2,592,079	2,083,138	2,021,981	3,724,691	3,682,178	9,127,860	16,675,781	18,521,251	28,971,807
Unassigned (deficit)	--	--	--	(151,041)	(641,490)	52,106	(133,783)	(64,756)	(121,700)	(29,836)
Total all other governmental funds	$ 2,901,722	$ 2,593,107	$ 2,083,138	$ 1,870,940	$ 3,083,201	$ 3,738,814	$ 8,998,816	$ 16,615,776	$ 18,409,073	$ 28,941,971

[1] Fiscal year 2022 unassigned and restricted fund balances have been restated due to a correction of an error.

NORTH BAY VILLAGE, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenues:										
Taxes	$ 5,873,265	$ 6,097,616	$ 7,277,979	$ 7,362,598	$ 7,340,505	$ 8,000,637	$ 8,494,247	$ 9,510,054	$ 11,140,903	$ 12,341,671
Licenses and permits	651,276	627,290	791,439	528,311	511,296	541,223	1,801,049	812,650	1,147,978	3,413,938
Franchise fees	452,528	463,044	467,772	465,277	447,585	459,673	528,447	574,865	544,899	542,521
Intergovernmental	1,351,976	1,425,940	1,808,173	1,783,028	1,397,870	2,487,284	2,295,329	3,134,594	4,132,586	3,126,755
Charges for services	75,546	53,889	98,938	245,599	132,882	180,712	296,395	375,289	290,911	783,890
Fines and forfeitures	748,538	712,990	454,921	420,328	580,547	497,390	543,348	503,121	497,409	182,106
Impact fees	400,000	5,812	2,906	--	49,008	3,520	--	--	7,833,931	194,472
Developer contributions	--	--	--	--	--	--	--	--	9,970,910	15,568,010
Interest income	42,983	49,654	43,418	43,992	43,221	35,613	4,122	134,546	231,785	174,572
Miscellaneous	228,497	212,770	285,817	233,497	250,407	300,182	1,176,043	4,105,143	344,321	145,522
Total revenues	$ 9,824,609	$ 9,649,005	$ 11,231,363	$ 11,082,630	$ 10,753,321	$ 12,506,234	$ 15,138,980	$ 19,150,262	$ 36,135,633	$ 36,473,457
Expenditures:										
Current:										
General government	$ 2,292,938	$ 2,752,828	$ 2,987,966	$ 3,536,655	$ 3,161,202	$ 2,452,678	$ 2,394,120	$ 2,195,837	$ 2,973,482	$ 3,268,956
Public safety	4,995,588	5,290,496	5,933,373	5,774,838	6,028,461	5,617,279	6,122,133	6,811,973	7,352,842	11,071,928
Public works	491,030	557,108	636,554	764,054	919,161	540,357	464,739	397,161	496,076	1,125,929
Building, planning and zoning	631,027	458,855	659,243	510,001	451,571	458,284	857,591	751,663	952,794	--
Recreation and human services	370,355	411,465	418,270	471,913	467,079	465,703	462,760	534,345	471,010	626,516
Capital outlay	566,499	637,165	3,131,581	577,807	350,990	660,559	1,230,668	1,330,953	4,240,383	5,619,561
Debt service:										
Principal	412,857	422,857	432,857	487,857	502,857	2,827,857	1,074,251	1,429,973	1,995,557	2,226,840
Interest expense	239,991	225,191	228,558	277,548	260,118	258,538	324,129	383,678	585,594	562,495
Cost of issuance	--	--	62,137	--	--	--	--	--	--	--
Total expenditures	$ 10,000,285	$ 10,755,965	$ 14,490,539	$ 12,400,673	$ 12,141,439	$ 13,281,255	$ 12,930,391	$ 13,835,583	$ 19,067,738	$ 24,502,225
Excess (deficiency) of revenues over expenditures	$ (175,676)	$ (1,106,960)	$ (3,259,176)	$ (1,318,043)	$ (1,388,118)	$ (775,021)	$ 2,208,589	$ 5,314,679	$ 17,067,895	$ 11,971,232
Other Financing Sources (Uses):										
Issuance of debt	$ --	$ --	$ 2,350,000	$ --	$ 1,500,000	$ 2,350,000	$ 3,525,000	$ 7,500,000	$ --	$ --
Lease proceeds	--	--	--	--	--	--	236,306	240,441	1,088,755	1,399,426
Proceeds from sale of capital assets	--	--	--	--	--	5,345	--	44,475	2,160	--
Subscriptions	--	--	--	--	--	--	--	66,865	68,560	--
Transfers in	860,582	922,069	3,257,064	1,301,012	1,801,708	1,291,666	3,235,394	1,146,565	5,867,056	12,435,533
Transfers out	(78,582)	(105,766)	(2,486,020)	(363,920)	(652,204)	(1,291,666)	(3,627,088)	(2,466,710)	(6,877,436)	(12,872,605)
Total other financing sources (uses)	782,000	816,303	3,121,044	937,092	2,649,504	2,355,345	3,369,612	6,531,636	149,095	962,354
Net change in fund balances	$ 606,324	$ (290,657)	$ (138,132)	$ (380,951)	$ 1,261,386	$ 1,580,324	$ 5,578,201	$ 11,846,315	$ 17,216,990	$ 12,933,586
Debt service as a percentage of noncapital expenditures	6.92%	6.40%	6.37%	6.47%	6.47%	24.46%	11.95%	14.50%	17.41%	14.77%

NORTH BAY VILLAGE, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Tax Roll Year	Ad Valorem Taxes	Utility Taxes	Franchise Fees	Sales Tax	Total
2016	2015	$ 4,572,398	$ 559,998	$ 435,354	$ 574,061	$ 6,141,811
2017	2016	4,973,592	586,646	434,029	603,513	6,597,780
2018	2017	5,164,809	604,737	444,495	630,296	6,844,337
2019	2018	6,289,190	616,445	443,794	705,644	8,055,073
2020	2019	6,325,883	626,557	465,277	712,273	8,129,990
2021	2020	6,408,988	620,874	447,585	612,775	8,090,222
2022	2021	7,327,998	661,904	528,447	899,478	9,417,827
2023	2022	8,251,135	754,331	574,865	875,828	10,456,159
2024	2023	9,850,206	780,246	544,899	910,400	12,085,752

NORTH BAY VILLAGE, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Taxes	Inter-Governmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Interest Income	Other	Total
2016	$ 6,325,793	$ 1,351,976	$ 651,276	$ 75,546	$ 748,538	$ 42,983	$ 628,497	$ 9,824,609
2017	6,560,660	1,425,940	627,290	53,889	712,990	49,654	218,582	9,649,005
2018	7,745,751	1,808,173	791,439	98,938	454,921	43,418	288,723	11,231,363
2019	7,827,875	1,783,028	528,311	245,599	420,328	43,992	233,497	11,082,630
2020	7,788,090	1,397,870	511,296	132,882	580,547	43,221	299,415	10,753,321
2021	8,460,310	2,487,284	541,223	180,712	497,390	35,613	303,702	12,506,234
2022	9,022,694	2,295,329	1,801,049	296,395	543,348	4,122	1,176,043	15,138,980
2023	10,084,919	3,134,594	812,650	375,289	503,121	134,546	4,105,143	19,150,262
2024	11,140,903	4,132,586	1,147,978	290,911	497,409	231,785	18,694,061	36,135,633
2025	12,341,671	3,126,755	3,413,938	783,890	182,106	174,572	16,450,525	36,473,457

NORTH BAY VILLAGE, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Real Property		Personal Property	Less: Exemptions		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Assessed Value as a Percentage of Actual Taxable Value
		Residential	Commercial		Real Property	Personal Property				
2016	2015	$ 814,566,988	$ 157,397,809	$ 21,208,043	$ 62,255,297	$ 1,671,676	$ 929,245,867	6.2088	$ 824,421,583	113%
2017	2016	930,205,959	192,477,866	19,580,751	64,261,256	1,607,228	1,076,396,092	5.5540	959,707,508	112%
2018	2017	995,149,725	255,499,553	21,890,635	65,952,699	1,993,470	1,204,593,744	6.2698	1,032,057,949	117%
2019	2018	1,014,194,745	263,797,913	26,242,586	65,844,140	2,027,574	1,236,363,530	6.1463	1,079,858,914	114%
2020	2019	1,123,025,763	172,012,042	31,777,515	233,261,976	2,347,055	1,091,206,289	6.1152	1,090,094,727	100%
2021	2020	1,086,452,791	169,512,775	32,480,706	204,124,571	2,312,252	1,082,009,449	6.6618	1,074,905,255	101%
2022	2021	942,346,155	359,351,866	31,296,255	213,718,312	1,563,788	1,117,712,176	6.8155	1,111,289,895	101%
2023	2022	896,102,123	463,525,369	32,512,671	255,042,484	1,359,736	1,135,737,943	6.5458	1,311,100,447	87%
2024	2023	1,145,239,653	534,013,684	34,109,338	391,619,575	1,403,786	1,320,339,314	6.8728	1,608,666,104	82%
2025	2024	1,309,557,818	663,759,930	36,652,217	463,006,988	1,447,836	1,545,515,141	6.8748	2,342,781,834	66%

Note: Florida Law requires that all property be assessed at current fair market value.

NORTH BAY VILLAGE, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER $ 1,000 OF TAXABLE VALUE)
LAST TEN FISCAL YEARS

					Overlapping Rates								Overlapping Rates								
		North Bay Village			School District			State			State		Miami-Dade County			Special Districts					
Fiscal Year	Tax Roll Year	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total School Millage	South Florida Water Management District	Everglades Project	Okeechobee Basin	Florida Inland Navigational District	Total State Millage	Operating Millage	Debt Service Millage	Total County Millage	Children's Trust	Fire and Rescue	Fire Debt	Library	Total District's Millage	Total Direct and Overlapping Rates
2015	2014	5.4740	0.8573	6.3313	7.7750	0.1990	7.9740	0.1577	0.0548	0.17	0.0345	0.4187	4.6669	0.4500	5.1169	0.5000	2.4207	0.0114	0.2840	3.2161	23.0570
2016	2015	5.3834	0.8254	6.2088	7.4130	0.1990	7.6120	0.1459	0.0506	0.1586	0.0320	0.3871	4.6669	0.4500	5.1169	0.5000	2.4207	0.0086	0.2840	3.2133	22.5381
2017	2016	4.8432	0.7108	5.5540	7.1380	0.1840	7.3220	0.1359	0.0471	0.1477	0.0320	0.3627	4.6669	0.4000	5.0669	0.5000	2.4207	0.0075	0.2840	3.2122	21.5178
2018	2017	5.6500	0.6198	6.2698	6.7740	0.2200	6.9940	0.1275	0.0441	0.1384	0.0320	0.3420	4.6669	0.4000	5.0669	0.4673	2.4207	0.0075	0.2840	3.1795	21.8522
2019	2018	5.5200	0.6263	6.1463	6.5040	0.2290	6.7330	0.1209	0.0417	0.1310	0.0320	0.3256	4.6669	0.4644	5.1313	0.4415	2.4207	0.0075	0.2840	3.1537	21.4899
2020	2019	5.4992	0.6187	6.1179	7.0250	0.1230	7.1480	0.1152	0.0397	0.1246	0.0320	0.3115	4.6669	0.4780	5.1449	0.4680	2.4207	0.0075	0.2840	3.1802	21.9025
2021	2020	5.8500	0.8118	6.6618	6.9360	0.1930	7.1290	0.1103	0.0380	0.1192	0.0320	0.2995	4.6669	0.4780	5.1449	0.4507	2.4207	0.0075	0.2840	3.1629	22.3981
2022	2021	5.8484	0.9671	6.8155	6.8290	0.1800	7.0090	0.1061	0.0365	0.1146	0.0320	0.2892	4.6669	0.5075	5.1744	0.5000	2.4207	0.0000	0.2840	3.2047	22.4928
2023	2022	5.7062	1.2094	6.9156	6.5700	0.1330	6.7030	0.0948	0.0327	0.1026	0.0288	0.2589	4.5740	0.4355	5.0095	0.5000	2.3965	0.0000	0.2812	3.1777	22.0647
2024	2023	5.7062	1.1666	6.8728	5.8300	0.1340	5.9640	0.0874	0.0301	0.0945	0.0266	0.2386	4.1670	0.4271	4.5941	0.4546	2.1809	0.0000	0.2563	2.8918	20.5613
2025	2024	5.7062	1.1666	6.8728	5.4990	0.1340	5.6330	0.9480	0.0327	0.1026	0.0270	1.1103	4.5740	0.4171	4.9911	0.4640	2.3965	0.0000	0.2812	3.1417	21.7489

Source: Miami-Dade County Property Appraiser's Office

NORTH BAY VILLAGE, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

		Fiscal Year					
		2025			2016		
Taxpayer	Type of Use	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value
CLPF NBV LP	Rental Apartments	$ 88,350,000	1	5.77%	$ 11,787,360	2	1.25%
BH NBV NORTH OWNER LLC	Condominiums	25,651,032	2	2.16%	--	--	--
The Inn on the Bay LTD	Hotel	19,965,000	3	1.59%	7,447,430	--	--
Treasurers on the Bay Master	Rental Apartments	17,520,000	4	1.54%	--	--	--
BMS North Bay Village LLC	Warehouse	15,300,000	5	0.64%	6,700,000	--	--
Sunbeam Properties Inc.	Commercial	13,975,500	6	0.92%	--	--	--
Coastal Condos LLC	Condominiums	12,582,780	7	0.73%	9,642,322	10	0.71%
Florida Real Estate Company LLC	Vacant Commercial	10,565,984	8	0.79%	--	9	0.78%
Causeway Tower LLC	Office Building	9,300,000	9	0.95%	7,311,383	5	1.03%
Sunbeam Television Corp	Utilities	9,028,349	10	0.55%	--	8	0.79%
KMC EC II LLC	Apartments and Condo	--	--	--	--	--	--
Lexi Development	Condominiums	--	--	--	--	--	--
C & D Mia Real Est LLC	Condominiums	--	--	--	7,705,648	7	0.82%
Casa Marina Development	Vacant Commercial	--	--	--	--	--	--
TOTB Miami LLC	Condominiums	--	--	--	17,416,262	1	1.85%
TOTB North LLC	Condominiums	--	--	--	11,300,000	4	1.20%
WSVN Channel 7	TV News Station	--	--	--	11,480,463	3	1.22%
Isles of Dreams LLC	Utilities	--	--	--	7,711,852	6	0.82%
Totals		$ 222,238,645		15.64%	$ 98,502,720		10.48%

Source: Miami-Dade County - Office of the Property Appraiser.

NORTH BAY VILLAGE, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Property Tax Levy	Current Tax Collection (1)	Percentage of Current Tax Collections to Net Tax Levy	Delinquent Tax Collection	Total Tax Collection	Percentage of Total Tax Collection to Property Tax Levy
2016	2015	$ 4,476,256	$ 4,320,744	96.53%	*	$ 4,320,744	96.53%
2017	2016	4,624,002	4,516,750	97.68%	*	4,516,750	97.68%
2018	2017	5,836,552	5,667,670	97.11%	*	5,667,670	97.11%
2019	2018	5,843,840	5,682,945	97.25%	*	5,682,945	97.25%
2020	2019	5,942,371	5,757,425	96.89%	*	5,757,425	96.89%
2021	2020	6,288,196	6,232,033	99.11%	*	6,232,033	99.11%
2022	2021	6,499,268	6,552,054	100.81%	*	6,552,054	100.81%
2023	2022	7,418,340	7,267,775	97.97%	*	7,267,775	97.97%
2024	2023	9,179,371	8,909,418	97.06%	*	8,909,418	97.06%
2025	2024	9,254,412	8,986,588	97.11%	*	8,986,588	97.11%

Source: Miami-Dade County, Florida, Tax Collector.

Notes: (1) Includes discounts taken by property taxpayers.

* Information is not available

NORTH BAY VILLAGE, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities			Business-Type Activities					
Fiscal Year	General Obligation Bonds (2)	Loan Payable (3)	Leases & SBITAs	State Revolving Loans	Line of Credit Stormwater Bond	Leases & SBITAs	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
2016	$ 6,335,715	$ --	$ --	$ 1,257,358	$ --	$ --	$ 7,593,073	1.87%	848
2017	5,912,857	--	--	1,717,110	--	--	7,629,967	1.85%	850
2018	5,480,001	2,350,000	--	5,004,174	--	--	12,834,175	2.69%	1,429
2019	5,032,144	2,310,000	--	6,623,865	--	--	13,966,009	2.80%	1,539
2020	4,569,287	3,770,000	--	10,263,267	--	--	18,602,554	3.56%	2,052
2021	4,101,430	3,760,000	--	10,095,098	--	--	17,956,528	3.37%	2,187
2022	7,143,573	3,540,000	1,375,488	9,825,067	--	--	21,884,128	4.05%	2,667
2023	13,820,716	3,315,000	1,300,684	9,286,897	--	626,641	28,349,938	8.63%	3,475
2024	12,617,859	3,085,000	1,895,299	8,743,840	--	366,899	26,708,897	6.70%	3,223
2025	11,370,002	2,850,000	2,550,743	8,194,582	10,000,000	453,988	35,419,315	9.62%	4,275

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

(2) General Obligations Bonds is on Note7-Long Term Debt Column September 2025
The sum of GOB Bond Series

Series 2010	Series 2010	Series 2022	Series 2023	Total
$ 720,002	$ 1,365,000	$ 2,555,000	$ 6,730,000	$ 11,370,002

(3) Loan Payable is on Note 8 -Long Trem Debt. Column September 30,2025
The sum of Road improvemnet Revenue Note Series 2020, and Series 2021

Series 2020	Series 2021	Total
$ 1,030,000	$ 1,820,000	$ 2,850,000

NORTH BAY VILLAGE, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	Gross Bonded Debt	Less: Amounts Available in Debt Service Funds	Net Bonded Debt	Estimated Actual Taxable Value	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita (1)
2016	$ 6,335,715	$ 52,229	$ 6,283,486	$ 824,421,583	0.76%	$ 700.27
2017	5,912,857	59,356	5,853,501	959,707,508	0.61%	651.76
2018	5,480,001	--	5,480,001	1,032,057,949	0.53%	603.92
2019	5,032,144	--	5,032,144	1,079,858,914	0.47%	555.18
2020	4,569,287	--	4,569,287	1,090,094,727	0.42%	556.48
2021	4,101,430	--	4,101,430	1,074,905,255	0.38%	499.81
2022	7,143,573	--	7,143,573	1,111,289,895	0.64%	890.28
2023	13,820,716	--	13,820,716	1,311,100,447	1.05%	1,665.15
2024	12,617,859	--	12,617,859	1,608,666,104	0.78%	1,520.22
2025	11,370,002	--	11,370,002	2,342,781,834	0.49%	1,430.91

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
(1) See the Schedule of Demographic and Economic Statistics for population data.

NORTH BAY VILLAGE, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITY DEBT
SEPTEMBER 30, 2025

Jurisdiction	Debt Outstanding	Estimated Percentage Applicable to North Bay Village (1)	Estimated Share of Overlapping Debt
Overlapping debt:			
Miami-Dade Board of County Commissioners (2)	$ 5,845,711,000	0.348%	$ 20,316,477
Miami-Dade County School Board (3)	2,802,281,000	0.348%	9,739,188
Subtotal overlapping debt	8,647,992,000		30,055,665
Direct debt:			
North Bay Village	11,370,002	100.000%	11,370,002
Subtotal direct debt	11,370,002		11,370,002
Total direct and overlapping debt	$ 8,659,362,002		$ 41,425,667

Notes: (1) The percentage of the overlap is calculated as follows:
Overlapping portion of the government's revenue base (North Bay Village)
Total revenue base of the overlapping government (Miami-Dade County)

Assessed value of taxable property is the base used in the above calculation.

(2) Source: Miami-Dade County 2025 Comprehensive Annual Financial Report.

(3) Source: The School Board of Miami-Dade County, Florida 2025 Comprehensive Annual Financial Report.

NORTH BAY VILLAGE, FLORIDA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Debt limit	$ 2,090,147	$ 2,366,719	$ 3,039,721	$ 2,519,222	$ 2,217,491	$ 2,397,791	$ 2,618,627	$ 2,895,974	$ 2,837,751	$ 3,764,728
Total net debt applicable to limit	$ --	$ --	$ 2,350,000	$ 2,310,000	$ 799,287	$ 341,430	$ 2,225,000	$ 2,095,000	$ 1,946,595	$ 2,850,000
Legal debt margin	$ 1,813,321	$ 2,090,147	$ 2,366,719	$ 689,721	$ 209,222	$ 1,418,204	$ 2,056,361	$ 800,974	$ 891,156	$ 914,728
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	91.69%	36.04%	14.24%	84.97%	72.34%	68.60%	75.70%

Legal Debt Margin Calculation for Fiscal Year 2024

Current annual governmental funds fiscal budget	$ 18,823,638
Bonded debt limit - 20% of above	$ 3,764,728
Amount of debt applicable to debt limit:	
Total bonded debt:	$ 2,850,000
Less revenue bonds	1,030,000
Total net debt applicable to limit	$ 1,820,000
Legal Debt Margin (1)	$ 1,944,728

(1) General obligation bonds are not subject to the debt limit because they must be approved by referendum of the electorate.

NORTH BAY VILLAGE, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

	State Revolving Fund Loans					
Fiscal Year	Gross Revenue	Operating Expenses *	Net Available Revenue	Principal	Interest	Coverage
2016	$ 5,608,242	$ 4,746,754	$ 861,488	$ 172,015	$ 28,783	4.29
2017	6,334,887	4,701,409	1,633,478	128,781	28,158	-
2018	5,930,010	4,539,722	1,390,288	257,449	23,691	4.95
2019	5,884,268	4,101,102	1,783,166	315,067	55,615	4.81
2020	6,439,021	4,706,615	1,732,406	203,721	23,151	7.64
2021	6,930,585	5,494,528	1,436,057	230,102	76,275	4.69
2022	7,635,999	5,625,179	2,010,820	414,422	111,421	3.82
2023	7,373,104	6,575,674	797,430	538,170	110,478	1.23
2024	7,839,553	7,619,502	220,051	543,059	104,372	0.34
2025	8,148,659	7,912,327	236,332	549,258	110,937	0.36

* Total expenses exclude depreciation/amortization

NORTH BAY VILLAGE, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per Capita Personal Income (2)	Unemployment Rate (3)
2016	8,949	$ 406,643	$ 45,440	5.6%
2017	8,973	413,189	46,048	4.7%
2018	8,981	477,322	53,148	3.6%
2019	9,074	498,181	54,902	2.5%
2020	9,064	523,111	57,713	13.0%
2021	8,211	532,475	64,849	4.9%
2022	8,206	540,423	65,857	2.7%
2023	8,024	328,438	40,932	4.3%
2024	8,300	398,699	48,036	3.8%
2025	7,946	368,146	46,331	3.8%

Data sources: Years are as of April 1 of each year per the University of Florida Bureau of Economics & Business Research.

Represents income per capita for Miami-Dade County as provided by the U.S. Department of Commerce, Bureau of Economic Analysis.

Florida Department of Labor, Bureau of Labor Market Information.

NORTH BAY VILLAGE, FLORIDA

OCCUPATIONAL EMPLOYMENT BY GROUP - MIAMI DADE COUNTY, FLORIDA

CURRENT YEAR AND NINE YEARS AGO

	Fiscal Year					
	2025			2016		
Occupational Groups	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Office and Administrative Support	374,810	1	13.29%	202,100	1	18.85%
Sales and Related Occupations	304,600	2	10.80%	145,320	2	13.55%
Food Preparation ad Serving Occupations	279,520	3	9.91%	100,010	3	9.33%
Transportation and Material Moving	243,500	4	8.63%	78,940	4	7.36%
Management Occupations	224,570	6	7.96%	36,490	11	3.40%
Business and financial operations	198,430	5	7.04%	56,980	6	5.31%
Healthcare Practioner and Technical Occ.	182,360	7	6.47%	65,240	5	6.08%
Educational Instruction and Library Occ.	125,290	8	4.44%	50,000	7	4.66%
Installation, Maintenance, and Repair	112,260	9	3.98%	39,380	9	3.67%
Construction and Extraction	109,280	10	3.88%	25,620	15	2.39%
Protective Service Occupations	92,180	11	3.27%	42,830	8	3.99%
Building and Grounds Cleaning and Maint	97,310	12	3.45%	35,120	12	3.28%
Healthcare support	97,070	13	3.44%	25,920	14	2.42%
Production Occupations	80,450	14	2.85%	38,730	10	3.61%
Computer and mathematical science	69,750	15	2.47%	17,590	16	1.64%
Personal care and service	56,280	16	2.00%	55,830	13	5.21%
Legal Occupations	45,200	17	1.60%	14,930	17	1.39%
Arts, design, entertainment,	40,890	18	1.45%	13,330	18	1.24%
Community and social services	40,190	19	1.43%	12,250		1.14%
Architecture and engineering	27,590	20	0.98%	9,680	20	0.90%
Life, physical and social sciences	13,420	21	0.48%	3,790	21	0.35%
Farming, fishing and forestry	4,990	22	0.18%	2,310	22	0.22%
Total	2,819,940		100.00%	1,072,390		100.00%

Source: Represents Metropolitan and Nonmetropolitan Area Occupational Employment for the entire Miami-Miami Beach-Kendall, Florida Metropolitan Division as provided by the U.S. Department of Labor, Bureau of Labor Statistics as of May 2025. Estimates do not include self-employed workers.

(1) In 2020, the Bureau of Labor Statistics changed the manner in which they measured both the areas and occupational groupings. The Miami-Miami Beach-Kendall area has been replaced with Miami-Fort Lauderdale-West Palm Beach. Because of these changes, comparisons would be misleading.

*The May 2025 Occupational Employment and Wage Statistics were released on April 25, https://www.bls.gov/oes/

NORTH BAY VILLAGE, FLORIDA

FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Function:										
General government and public safety:										
Sworn officers	29.0	29.0	29.0	29.0	29.5	27.0	28.0	34.0	30.0	32.0
Civilians	9.5	9.5	9.0	9.0	8.5	8.5	8.5	8.5	9.0	7.0
Administration	17.0	17.0	17.5	17.5	18.5	20.0	24.0	24.0	19.0	19.0
Culture and recreation	4.0	4.0	4.0	4.5	4.5	4.5	3.5	3.5	3.0	2.0
Public works:										
Administration	--	--	2.00	3.50	3.5	4.5	6.5	6.5	5.0	5.0
Sanitation	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Water	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sewer	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0
Streets	3.0	3.0	2.0	2.0	2.0	2.5	2.5	2.5	3.0	3.0
Stormwater	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0
Transit	2.0	2.0	2.0	2.0	1.0	--	--	--	--	--
Total	71.5	71.5	72.5	74.5	74.5	75.0	80.0	86.0	76.0	75.0

Source: Various City departments.

NORTH BAY VILLAGE, FLORIDA

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Function:										
General government:										
Building permits issued	727	728	807	886	541	725	900	597	539	556
Public safety:										
Number of calls for service **	33,036	39,499	26,512	25,340	45,767	44,351	59,725	72,714	71,142	86,845
Number of arrests	392	379	400	319	523	77	125	130	93	70
Number of traffic violations	2,918	3,254	3,591	2,888	2,240	4,455	7,506	6,569	7,390	8,894
Number of parking violations	2,650	2,476	3,064	2,682	1,676	1,671	2,477	1,585	492	1,559
Number of school crossing guards	4	4	4	3	3	3	3	3	3	2
Public works:										
Garbage tons collected and disposed*	4,794	4,641	4,983	5,083	4,894	5,199	4,678	4,728	4,448	4,321
Catch basins cleaned	19	6	6	6	6	46	46	46	125	125
Water average daily consumption (gallons)	1,148,480	1,192,408	1,148,793	1,129,240	1,159,089	1,148,967	1,093,289	1,016,693	1,070,169	907,554
Sewer average daily flow	1,283,631	1,120,561	966,919	881,717	863,010	968,243	907,196	967,750	956,802	866,256
Number of metered accounts	617	617	614	614	614	614	614	614	614	614
Fire hydrants	57	57	57	57	57	57	57	27	57	57

Source: Various City departments.

* Includes white goods

** Police department implemented a new comprehensive reporting system

1 Information Not available at time of publication

N/A: Information not available.

NORTH BAY VILLAGE, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Function:										
Public safety:										
Number of police stations	1	1	1	1	1	1	1	1	1	1
Number of fire stations	--	--	--	--	--	--	--	--	--	--
Number of general government buildings	1	1	1	2	2	2	2	2	2	2
Public works:										
Miles of water mains	8	8	8	8	8	8	8	8	8	8
Miles of sewer lines	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Miles of storm water drains	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84
Number of lift stations	4	4	4	4	4	4	4	4	4	4
Number of fire hydrants	62	62	62	62	62	62	62	62	62	62
Number of public works buildings	1	1	1	1	1	1	1	1	1	1
Recreation and parks:										
Number of parks and recreation facilities	2	2	2	2	3	3	3	3	3	3
Acres of park	1.0	1.0	1.0	1.0	1.2	1.2	1.2	1.2	1.2	1.2
Acres of water	281	281	281	281	281	281	281	281	281	281

Source: Various City Departments

COMPLIANCE SECTION

CBIZ CPAs P.C.

2811 Ponce De Leon Blvd., Suite 1100
Coral Gables, FL 33134

P: 305.995.9600

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated August 31, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses as item MW2025-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items SD2025-001 and SD2025-002 to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and responses as items SD2025-001 and SD2025-002.

Village's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Village's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The Village's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CBIZ CPAs P.C.

Coral Gables, Florida
August 31, 2026

SECTION II – FINANCIAL STATEMENT FINDINGS

MATERIAL WEAKNESS

MW2025-001 – LACK OF INTERNAL CONTROLS OVER FINANCIAL CLOSE AND REPORTING (REPEAT FINDING PREVIOUSLY REPORTED AS MW2024-001)

Criteria

The Village should implement Accounting Policies and Procedures to ensure the financial statement closing process is completed in a timely manner. Such policies and procedures should consider establishing proper controls which are designed and implemented to address the financial close and reporting process of the Village.

Condition

The Village is currently not performing its monthly and annual financial reporting closing process in a timely manner. An initial working trial balance ("WTB") was produced by the Village's Finance and Accounting department on June 16, 2026, for the fiscal year ended September 30, 2025 and provided to the auditor. During fieldwork for this audit engagement, multiple audit adjustments (both auditor and client provided adjustments) were required to correct the original WTB. Ultimately this led to a delay in the completion of the audit procedures. These factors further delayed the financial statements completion and issuance date.

Cause

There is a lack of monthly-close checklists, and a formal monthly/annual close calendar with defined roles, deadlines, and sign-offs for the financial close process to take place. Additionally, key reconciliations (e.g., cash, receivables/payables, capital assets, accruals) are not prepared and reviewed throughout the year on a timely basis, leaving unresolved items to accumulate until year-end.

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries to be posted after the commencement of the audit. The lack of internal controls may lead to current and future accounting errors.

Recommendation

We recommend the Village establish adequate controls and strengthen month end and year end reconciliation and closing procedures to ensure financial accounts are reviewed and approved by management on a timely basis.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESS (CONTINUED)

MW2025-001 –LACK OF INTERNAL CONTROLS OVER FINANCIAL CLOSE AND REPORTING (REPEAT FINDING PREVIOUSLY REPORTED AS MW2024-001) (CONTINUED)

Recommendation (Continued)

We suggest that the Village establish effective review and reconciliation policies and procedures as a customary part of the accounting process, to ensure accounts are reconciled with general ledger accounts on a timely basis.

View of Responsible Officials

The Village is actively establishing controls and reconciliation processes to ensure the month end and year end procedures are completed in a timely manner and reviewed and approved by management as well as the reconciliation of the general ledger accounts.

SIGNIFICANT DEFICIENCIES

SD2025-001 – NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING PREVIOUSLY REPORTED AS NC2023-01)

Criteria

Section 218.39(1), Florida Statutes, requires that a local government have an annual financial audit of its accounts and records completed within nine (9) months after the end of its fiscal year.

Condition

The Village did not issue and file the September 30, 2025 financial statements with the Florida Auditor General by June 30, 2026, as required by Florida Statutes.

Cause

Turnover of finance department personnel and a lack of closeout procedures delayed completion of the financial statements.

Effect

The Village did not comply with Florida Statute 218.39(1)(h) for the fiscal year ended September 30, 2025.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2025-001 – NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING PREVIOUSLY REPORTED AS NC2023-01) (CONTINUED)

Recommendation

The Village should ensure that adequate procedures and internal controls are in place to ensure that the financial statements are submitted in a timely manner. These controls should include controls requiring the reconciliation of account balances to the appropriate supporting documentation (e.g., general ledger, internal reports, note disclosures, etc.), the use of a disclosure checklist, and adequate training of staff with required accounting and financial reporting standards to ensure an audit commences within sufficient time to meet the filing deadline.

View of Responsible Officials

The Village is in the process of creating Accounting and Financial policies that will ensure that the procedures and internal controls include the reconciliation of account balances to the supporting documentation. The creation of a disclosure checklist and the training of the staff in all the required accounting and financial reporting standards is currently being worked on to meet the filing deadlines.

SD2025-002 – NON-COMPLIANCE WITH STATE REVOLVING LOAN RATE COVERAGE REQUIREMENT (REPEAT FINDING PREVIOUSLY REPORTED AS SD2024-004)

Criteria

Article V, Section 5.01 Rate Coverage, of the Drink Water State Revolving Fund Loan Agreement ("Agreement") requires that the Village maintain rates and charges for the services furnished by the Water and Sewer Systems be sufficient to provide, in each fiscal year, pledged revenues equal to or exceeding 1.15 times the sum of the semiannual loan payments due in such fiscal year.

"Pledged Revenues," as defined in the Agreement, refers to the specific revenues designated as security for the repayment of the Loan. These revenues consist of the gross annual revenues generated from the operation of the Water and Sewer Systems, after deducting Operation and Maintenance Expenses and fulfilling all annual payment obligations related to any senior obligations issued.

Condition

For the fiscal year ended September 30, 2025, the Village did not maintain sufficient rates and charges to provide pledged revenues to meet the required rate coverage ratio of 1.15.

Cause

The Village is not performing necessary review of its Water and Sewer fund operations to ensure sufficient pledged revenues are maintained to meet the rate coverage ratio per the agreement

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2025-002 – NON-COMPLIANCE WITH STATE REVOLVING LOAN RATE COVERAGE REQUIREMENT (REPEAT FINDING PREVIOUSLY REPORTED AS SD2024-004) (CONTINUED)

Effect

The Village did not comply with Article V, Section 5.01 Rate Coverage of the Agreement.

Recommendation

The Village should continuously monitor and compare actual results of the Water and Sewer fund operations to ensure future water and sewer utility rates/revenues are sufficient in order to continue funding annual operating and maintenance costs, debt service and meet rate coverage ratio requirements.

View of Responsible Officials

The Village will monitor the Water and Sewer Fund operations to ensure that the water and sewer rates are adjusted in order to continue funding annual operating and maintenance costs, debt service and meet the rate coverage ratio requirements.

NORTH BAY VILLAGE, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS

MW2024-001 – Lack of Internal Controls Over Financial Close and Reporting – was not addressed and the finding is repeated as MW2025-001.

SD2024-001 (Originally reported as SD2023-01) – Payroll – was addressed and the finding is not repeated.

SD2024-002 – (Originally reported as NC2023-01) – Non-compliance with Florida Statutes – was not addressed and the finding is repeated as SD2025-001.

SD2024-003 – Reporting – Data Collection Form – was addressed and the finding is not repeated.

SD2024-004 – Non-compliance with State Revolving Loan Rate Coverage Requirement – was not addressed and the finding is repeated as SD2025-002.

II. PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

SD2024-003 – Reporting – Data Collection Form – was addressed and the finding is not repeated.

CBIZ CPAs P.C.

2811 Ponce De Leon Blvd., Suite 1100
Coral Gables, FL 33134

P: 305.995.9600

Management Letter in Accordance with the Rules of the Auditor General of the State of Florida

To the Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

Report on the Financial Statements

We have audited the financial statements of the North Bay Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated August 31, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the audit requirements of Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Report on Internal Control over Compliance; Schedule of Findings and Responses; Summary Schedule of Prior Audit Findings; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated August 31, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The status of findings made in the preceding annual financial audit report has been reported in the summary schedule of prior audit findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Village has made these disclosures in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any additional recommendations, other than those noted in the Schedule of Findings and Questioned Costs.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Village's geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2024, the PACE Program did not operate within the Village's geographical boundaries.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the special district component unit provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Village Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CBIZ CPAs P.C.

Coral Gables, Florida
August 31, 2026

CBIZ CPAs P.C.

2811 Ponce De Leon Blvd., Suite 1100
Coral Gables, FL 33134

P: 305.995.9600

Independent Accountants' Report on Compliance Pursuant to Section 218.415, Florida Statutes

To the Honorable Mayor, Village Commission and Village Manager
North Bay Village, Florida

We have examined the North Bay Village, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2025. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes, for the fiscal year ended September 30, 2025.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

CBIZ CPAs P.C.

Coral Gables, Florida
August 31, 2026

NORTH BAY VILLAGE
EST. 1945

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

August 26, 2026

BEFORE ME, the undersigned authority, personally appeared Mayte Gamiotea, who being duly sworn deposes and says on oath that:

1. I am the Chief Financial Officer of North Bay Village which is a local governmental entity of the State of Florida.

2. The governing body of North Bay Village adopted in their Code of Ordinance the following Section #151.100 Parks & Recreation impact fee, section #51.11 Water impact fees, section #39.05 Police Impact fees, section #52.18 Sewer impact fees implementing an impact fee or authorized North Bay Village to receive and expend proceeds of an impact fee. See link: |North Bay Village, FL | Municode Library.

3. North Bay Village has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Mayte Gamiotea
Mayte Gamiotea, Chief Financial Officer
North Bay Village Finance Department

STATE OF FLORIDA
COUNTY OF MIAMI DADE

SWORN TO AND SUBSCRIBED before me this 27 day of AUGUST 2026.

NOTARY PUBLIC
Print Name: Alba L. Chang

Personally Known ✓ or produced identification _____

Type of identification produced: _____

My Commission Expires: 10/3/2029

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 712724
My Comm. Expires Oct 3, 2029
Bonded through National Notary Assn.

ITEM NO. 3.F

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Sandra Siefken, Chief Financial Officer

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Presentation and Authorization to Participate in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Investment Program

---

RECOMMENDATION

Receive a presentation regarding FLCLASS investment options and potential opportunities to enhance the Village's investment earnings.

BACKGROUND AND ANALYSIS

The Village continually evaluates opportunities to prudently manage its available cash and maximize investment income while maintaining appropriate levels of safety and liquidity.

FLCLASS is an intergovernmental investment pool created by and for Florida governmental entities and authorized pursuant to Sections 218.415 and 163.01, Florida Statutes. Its stated purpose is to provide Florida governmental entities with short-term investment opportunities designed to optimize investment income while prioritizing safety and liquidity.

FLCLASS currently serves 235 Florida local governmental entities, including municipalities, counties, school districts, and special districts.

The program provides several investment options with varying liquidity and investment horizons, allowing the Village to match investments with anticipated cash-flow needs. Options include daily liquidity through FLCLASS, next-day liquidity through FLCLASS Enhanced Cash, and term investment options for funds that are not anticipated to be needed immediately.

As of October 2, 2026, FLCLASS reported yields of approximately 3.95% for its daily liquidity fund and 3.97% for Enhanced Cash. In addition, Term Series II indicative rates as of October 5, 2026 ranged from 4.02% for approximately two months to 4.65% for twelve months, depending on the selected maturity date. These rates are indicative and subject to market conditions at the time of investment.

Participation would provide the Village with an additional investment vehicle to diversify cash management and potentially increase investment earnings on funds not required for immediate operating needs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Participation in FLCLASS is expected to provide the Village with an opportunity to generate additional investment income on available cash balances. Actual earnings will depend on the amount invested, investment option selected, investment duration, and prevailing market rates.

PERSONNEL IMPACT

None

ATTACHMENTS

10.20.26 Presentation.pdf
10.05.2026 - FLCLASS TSII Rate Sheet.pdf

FLCLASS®

Investing for Florida Governmental Entities

Presentation to North Bay Village
October 20, 2026

NORTH BAY VILLAGE
EST. 1945

DISCLOSURE

Data unaudited. This presentation is for informational purposes only. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. All comments and discussions presented are purely based on opinion and assumptions, not fact. These assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented are for discussion purposes only and should not be used for making calculations and/or decisions.

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the FLCLASS stable NAV fund(s) seek to preserve the value of your investment at $1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk. For risks associated with investing in a fluctuating NAV and/or stable NAV local government investment pool, please visit the FLCLASS website.

Public Trust Advisors, LLC, PMA Financial Network, LLC, PMA Securities, LLC and PMA Asset Management, LLC are under common ownership as part of PTMA Financial Solutions, LLC ("PTMA"). Public Trust Advisors, LLC and PMA Asset Management, LLC, are two separate SEC registered investment advisers, both doing business as PTMA Investment Advisors. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. PTMA Investment Advisors provides investment advisory services to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC.

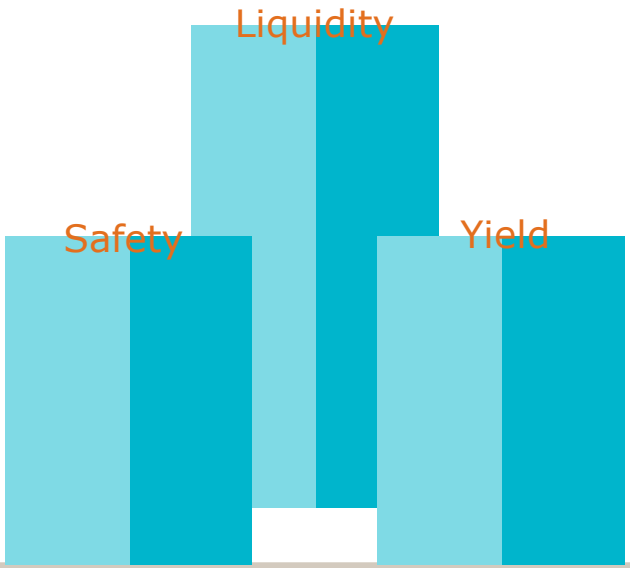
PURPOSE

The purpose of FLCLASS is to provide Florida governmental entities with a convenient, short-term investment opportunity designed to optimize investment income while striving to maximize safety and liquidity.

FLCLASS was created by and for Florida governmental entities.

STRUCTURE

FLCLASS is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created via an interlocal agreement by and among state public agencies as described in Section 163.01, Florida Statutes.



DIRECTED BY YOUR PEERS

FLCLASS is overseen by a Board of Trustees comprised of eligible Participants of the program. The Board administers the affairs of FLCLASS, entering into contracts and agreements on behalf of the program.



Ken Burke, Chairperson
Clerk of the Circuit Court & Comptroller
Pinellas County



James Cooke, IV , Vice Chairperson
City Treasurer - Clerk
City of Tallahassee



Dario Guerra
District Director, Office of Treasury Management
Miami-Dade County Public Schools



Karen Rushing
Clerk of Circuit Court & Comptroller
Sarasota County



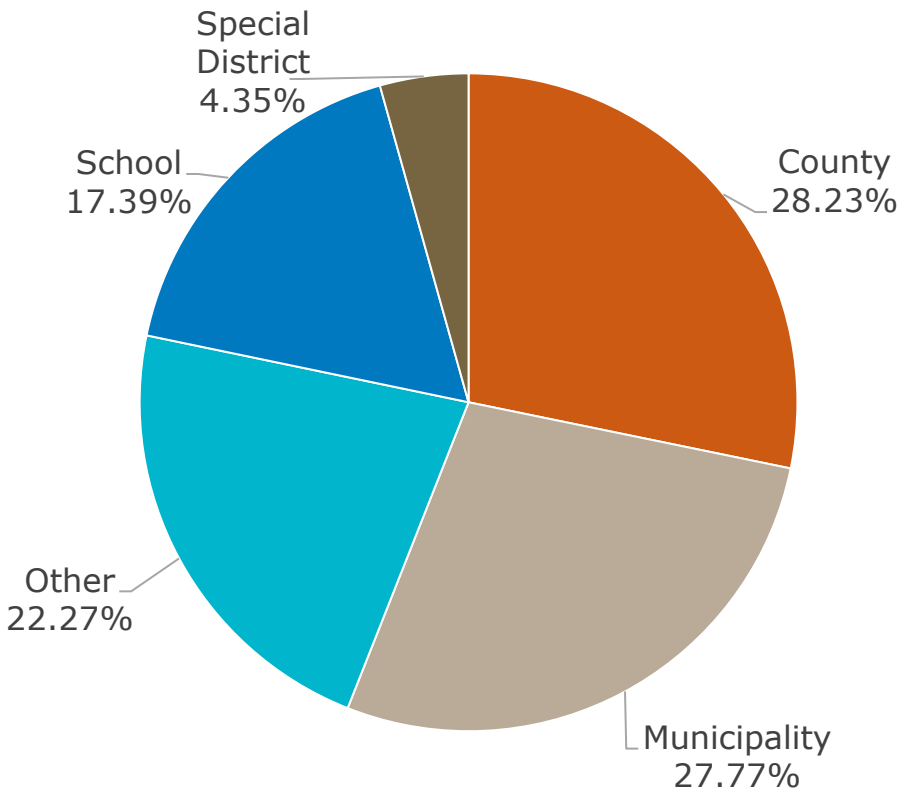
Cindy Valentine, Secretary
Assistant Tax Collector
Orange County Tax Collector



Shane Anderson
Treasury Manager
UF Health Shands Hospital

PARTICIPANT BREAKDOWN

Participant Breakdown by Balance



Source: PTMA Financial Solutions. Data as of 06/30/2026. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Participation shown is comprised of local governments across the FLCLASS portfolio(s).

FLCLASS Participants

Serving 235 Florida Local Governments

47
Counties

76
Municipalities

36
Other Entities

12
School Districts

51
Special Districts

OFFERING YOUR LOCAL GOVERNMENT A COMPREHENSIVE APPROACH TO INVESTING YOUR FUNDS

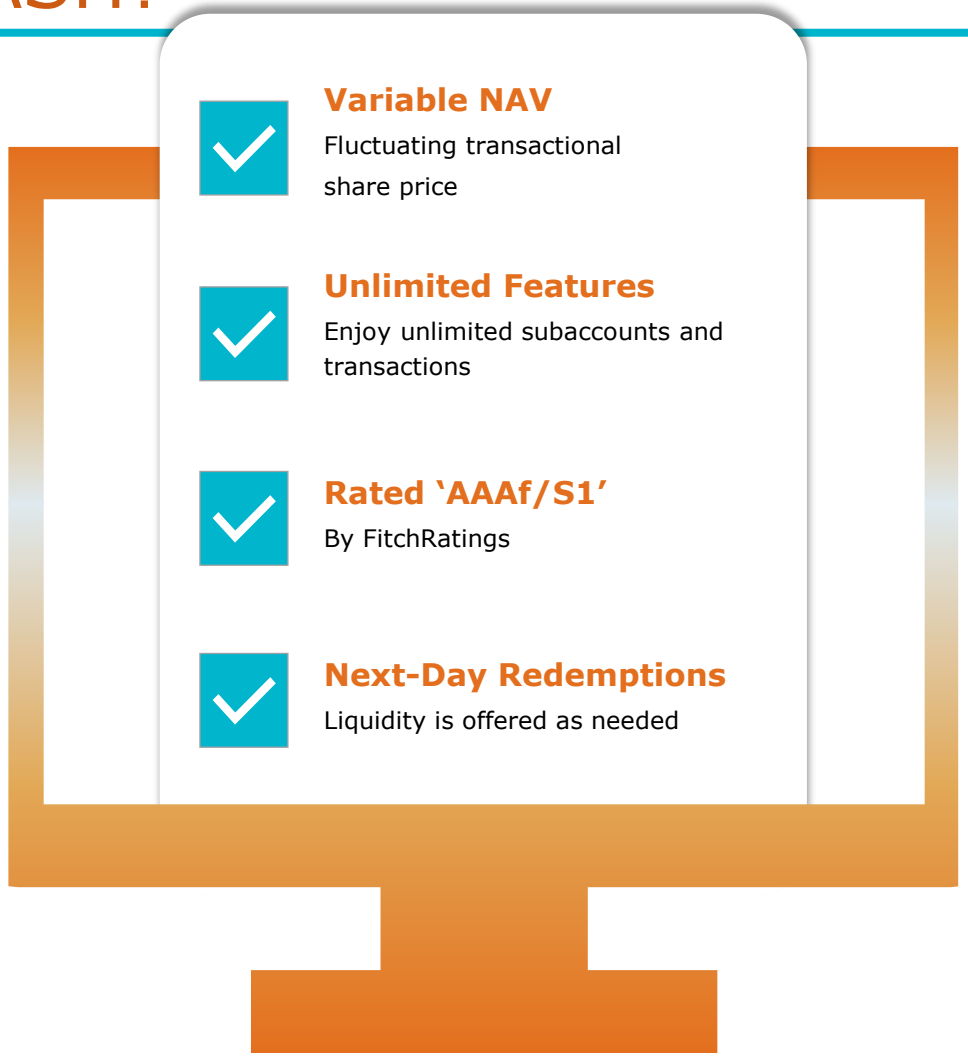
Investment Option	FLCLASS	FLCLASS Enhanced Cash	FLCLASS Term Series
Portfolio Type	Prime-Style	Enhanced Cash	Target Maturity Fund
Purpose	Short-term liquidity	Strategic Reserves	Strategic Reserves
Rating	'AAAm'	'AAAf/S1'	N/A
Liquidity Offered	Daily	Next-Day	Held to Maturity
Min/Max Investment	None	None	$1 Million Minimum
Withdrawals	Unlimited	Unlimited	At Scheduled Maturity
Accounts	Unlimited	Unlimited	Based on Terms Held
Dividends	Applied Daily	Accrue Daily, Pay Monthly	Accrue Daily, Pay at Maturity
WAM	≤60 days	>60 days	Typically 90 Days up to 1 Year
Net Asset Value (NAV)	Stable $1.00 per share	Fluctuating	Par at Maturity

A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the FLCLASS stable NAV fund(s) seek to preserve the value of your investment at $1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. For risks associated with investing in a fluctuating NAV and/or stable NAV local government investment pool, please visit the FLCLASS website.

WHAT IS ENHANCED CASH?

FLCLASS Enhanced Cash is a next-day liquidity investment option designed for FLCLASS Participants that seek to generate a higher yield while complementing the daily liquidity offered by the FLCLASS prime-style fund.

FLCLASS Enhanced Cash is designed for investors with slightly longer investment horizons and the ability to tolerate a higher risk profile.



The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

SAMPLE PORTFOLIO COMPOSITION

- Commercial Paper A-1+/P-1 & A-1/P-1
- Money Market Funds
- U.S. Treasuries
- Government Sponsored
- Repurchase Agreements
- Cash
- U.S. Agencies
- Corporate Notes

FLCLASS

Investments are made in accordance with Florida Statutes and the FLCLASS Investment Policies.

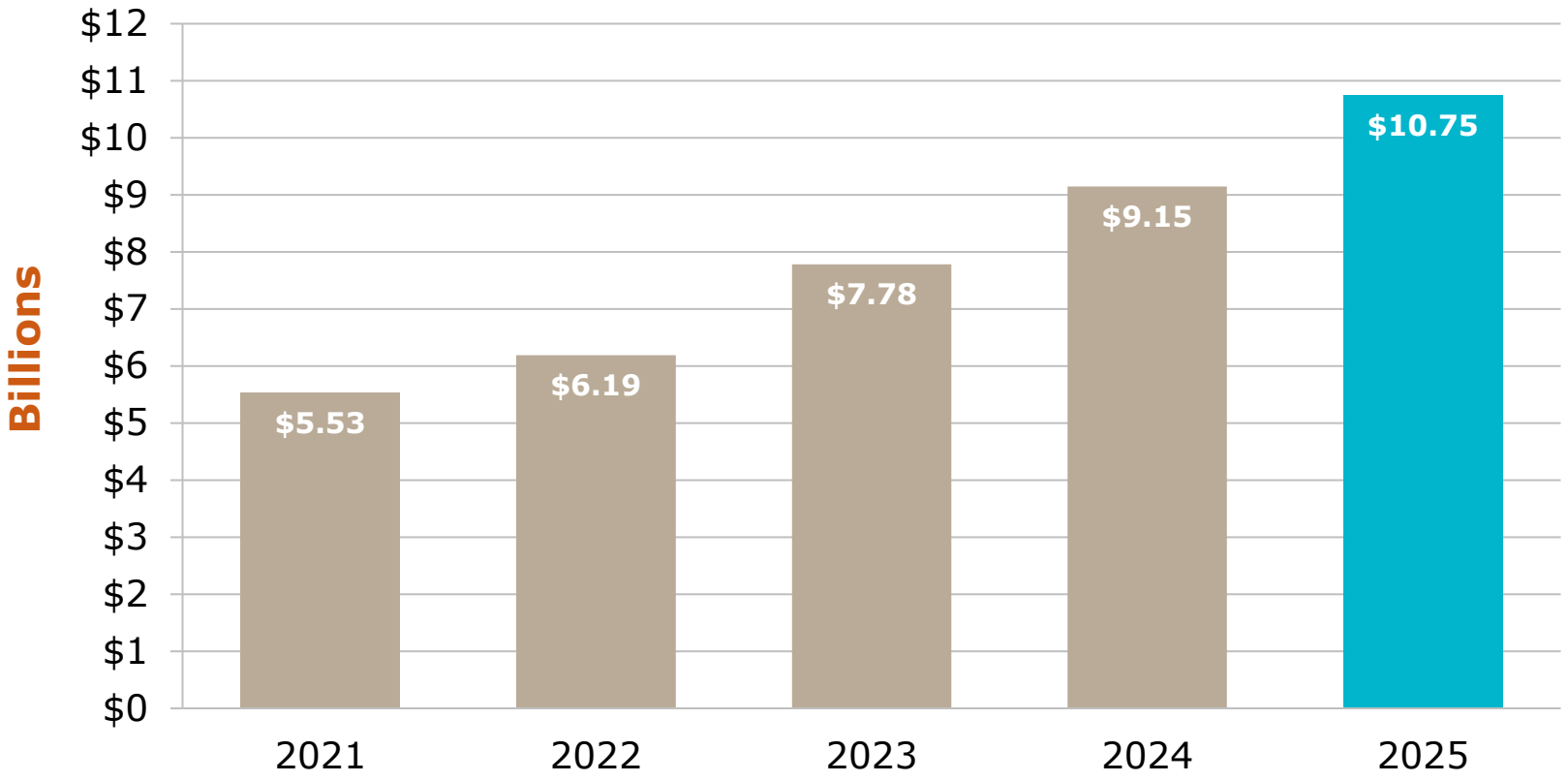
The FLCLASS portfolios are marked-to-market daily.



Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Source: PTMA Financial Solutions. Data as of 06/30/2026.

Please refer to the disclaimer for important information about this presentation and/or data.

FLCLASS ASSET GROWTH



Source: PTMA Financial Solutions. Data unaudited. Year-end assets are as of December 31. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Asset growth is primarily the result of capital inflows, and to a lesser extent, other factors such as the reinvestment of interest and returns. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

FLCLASS PERFORMANCE

Average Monthly Yields		
June	2026	3.7129%
May	2026	3.7009%
April	2026	3.7259%
March	2026	3.7162%
February	2026	3.7494%
January	2026	3.8085%
December	2025	3.8943%
November	2025	4.0389%
October	2025	4.2333%
September	2025	4.2990%
August	2025	4.3466%
July	2025	4.3481%

Annualized Performance as of 06/30/2026	
Inception Date	**07/01/2015**
1 Year	4.1301%
3 Years	4.9423%
5 Years	3.8096%
10 Years	2.5813%
Since Inception	2.3784%
ICE BofA US 3-Month Treasury Index	
1 Year	3.8393%
3 Years	4.6387%
5 Years	3.5212%
10 Years	2.3405%
Since Inception	2.1431%

Source: PTMA Financial Solutions. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The ICE BofA ML 3-Month T-Bill Index is an unmanaged index that measures the returns of three-month U.S. Treasury Bills. Investors cannot purchase the index directly. Fees will reduce returns. Returns for periods greater than 1 year are annualized. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.** Please visit the website for more information.

FLCLASS Enhanced Cash PERFORMANCE

Average Monthly Yields		
June	2026	3.8651%
May	2026	3.8600%
April	2026	3.8580%
March	2026	3.8488%
February	2026	3.8745%
January	2026	3.9679%
December	2025	4.0396%
November	2025	4.1392%
October	2025	4.2547%
September	2025	4.3082%
August	2025	4.3558%
July	2025	4.3664%

Annualized Performance as of 06/30/2026	
Inception Date	**01/01/2022**
1 Year	4.0353%
3 Years	4.8518%
5 Years	3.6018%
10 Years	N/A
Since Inception	3.4869%
ICE BofA US 6-Month Treasury Bill Index	
1 Year	3.8598%
3 Years	4.7105%
5 Years	3.5390%
10 Years	N/A
Since Inception	3.4233%

Source: PTMA Financial Solutions. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The ICE BofA ML 6-Month T-Bill Index is an unmanaged index that measures the returns of six-month U.S. Treasury Bills. Investors cannot purchase the index directly. Fees will reduce returns. Returns for periods greater than 1 year are annualized. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.** Please visit the website for more information.

PARTICIPANT BENEFITS

- Dividends applied daily, not monthly (Prime Fund)
- Same-day liquidity 3:00 p.m. ET (wire cut-off)
- No transaction fees, no minimum investment
- Competitive daily yields and unlimited transactions
- Dual authorization available On transactions
- Direct investment of state payments
- Professional credit research team
- Professionally managed portfolios

You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from FLCLASS for such transactions. FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the FLCLASS stable NAV fund(s) seek to preserve the value of your investment at $1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing.

PORTAL BENEFITS

Transparent Reporting

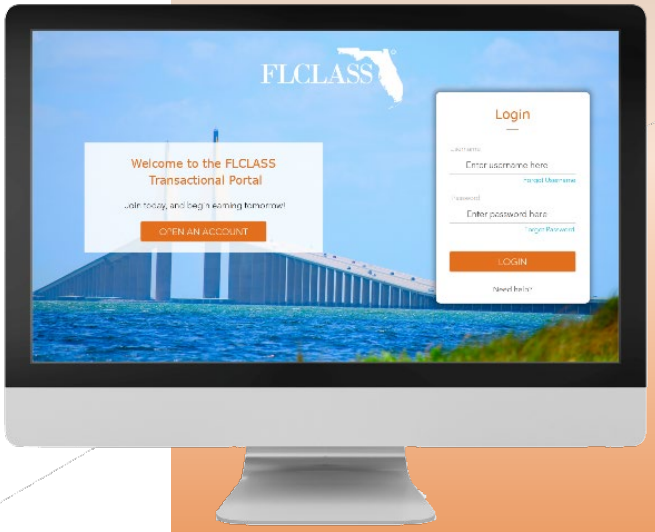
- Monthly statements (by end of first business day)
- Transaction confirmations
- On-demand reports

Built for Ease-of-Use

- Contributions/redemptions
- Future-dated (up to 1 year)
- Participant-to-participant transfers

24/7 Online Access

- Historical fund information & balances
- Add/remove contacts
- Add/remove bank details



YOUR RESOURCES

Our team is available online, via email, and over the phone to help with any questions you may have. For example, we can help with:

1. New accounts
2. Adding subaccounts
3. Changes to existing accounts



FLCLASS Client Service Hours of Operation:

Monday – Friday 8:00 a.m. – 5:00 p.m. ET

Daily Cut-Off Time for Transactions:

3:00 p.m. ET

(844) 220-7600

https://www.flclass.com/client-services

clientservices@flclass.com

201 E. Pine Street, Ste 750
Orlando, FL 32801

HOW TO JOIN

Enrolling in FLCLASS is simple. Visit www.flclass.com/document-center to download the enrollment documentation needed.

1 Step One

Complete the appropriate Participant Registration Packet for your entity.

By Instrument of Adoption **-OR-** By Resolution

2 Step Two

Ensure that you have completed the Authorized Contacts and Accounts to be Established Forms. Once your registration packet is complete, please send to the FLCLASS Client Service team by email at clientservices@flclass.com or via fax (844) 220-7900 (remember to keep your original forms for your records).

FLCLASS INVESTMENT INCOME

If you were to invest any of the following amounts in FLCLASS or for the entire year of 2025, here is what you could have earned on your investment:

2025 Investment	FLCLASS
$10,000,000	$439,471.46
$20,000,000	$878,942.93
$30,000,000	$1,318,414.39
$50,000,000	$2,197,357.32

Investment Income Earned for 2025

FLCLASS

$337m

A PROFESSIONALLY MANAGED INVESTMENT OPTION

Our service providers have been carefully selected with the goal of creating an excellent investment experience. PTMA Financial Solutions (PTMA) provides the investment advisory and administration for FLCLASS and has provided these services nationwide for more than a decade.

Clients Like FLCLASS	Services Provided
California CLASS	Administration & Investment Advisory
COLOTRUST	Administration & Investment Advisory
LAMP	Administration
Michigan CLASS	Administration & Investment Advisory
North Carolina CLASS	Administration & Investment Advisory
NYCLASS	Administration & Investment Advisory
STAR Ohio	Consulting Services
Texas CLASS	Administration & Investment Advisory
TrustINdiana	Administration & Investment Advisory
VIP	Co-Administration & Investment Advisory
Wyoming CLASS	Administration & Investment Advisory

AT A GLANCE

Firmwide

$108b

in Assets Under Management

Serving approx.

9,087

Local Governments Nationwide

The information in this section applies to Public Trust Advisors, LLC.

Data unaudited and as of June 30, 2026

OTHER SERVICE PROVIDERS

Legal Counsel	Custodian	Auditor
Greenberg Traurig, LLP	Fifth Third Bank	Cohen & Co.

PTMA Financial Solutions began providing services to COLOTRUST in 2012; NYCLASS and Texas CLASS in 2013; Michigan CLASS in 2014; TrustINdiana, FLCLASS, and LAMP in 2015; VIP in 2016; Wyoming CLASS in 2020; Star Ohio in 2021; California CLASS in 2022; and North Carolina CLASS in 2023. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

CONTACT US

7380 Sand Lake Road, Ste. 650

Orlando, FL 32819



Matt Tight

Senior Director, Investment Services

(407) 588-9667

matt.tight@flclass.com



Madison Gammichia

Sales Associate

(561) 921-8610

madison.gammichia@flclass.com



Zach Falconer

Director of Investment Services

(407) 698-3001

zach.falconer@flclass.com

www.flclass.com
info@flclass.com
(866) 720-2995

FLCLASS TERM SERIES II INDICATIVE RATES AS OF 10/05/2026

Every Dollar Matters. Make Every Dollar Count.

A pooled investment vehicle designed to deliver a fixed rate of return while prioritizing capital preservation, planned-date liquidity, and competitive yields - *built on the same high-quality credit exposures as the FLCLASS Daily Liquidity Fund*.

Orders must be placed by each Thursday at 2:00 p.m. ET for next business day settlement; rates reflect market conditions as of the date shown and are subject to change prior to execution.

Term Series II Rates

Minimum Months to Maturity	Minimum Days to Maturity	Investable Maturity Range		Net Indicative Rate (365 Basis)
		Start Date	End Date*	
2	60	12/5/2026	1/3/2027	4.02%
3	90	1/4/2027	2/2/2027	4.10%
4	120	2/3/2027	3/4/2027	4.16%
5	150	3/5/2027	4/3/2027	4.22%
6	180	4/4/2027	5/3/2027	4.29%
7	210	5/4/2027	6/2/2027	4.32%
8	240	6/3/2027	7/2/2027	4.40%
9	270	7/3/2027	8/1/2027	4.44%
10	300	8/2/2027	8/31/2027	4.49%
11	330	9/1/2027	10/5/2027	4.57%
12	365	10/6/2027	10/6/2027	4.65%

Any planned redemption date (maturity date) may be selected within the investable maturity range, tailored to meet your specific liquidity needs. Rates are provided for indicative purposes only. Please contact a member of the team for customized offerings.

Term Series II (TS II) investments are funded through the existing FLCLASS subaccount of your choosing, giving you additional visibility into your investment reporting.

- Rated AAAf by Fitch Ratings
- Minimum Investment of $1,000,000 Per Term
- Competitive, Fixed Rate of Return
- Customized Redemption Date Selected by You!

For institutional use only. Rates shown are indicative only as of the date noted and are not guaranteed. PTMA reserves the right to change the indicative rate for any reason, including market changes, with such revised rates being communicated to Participants in advance of execution. Fees charged on investments in Term Series II may vary in order to achieve the quoted net indicative rate. Rates at time of execution may differ due to market dynamics, supply considerations, settlement timing, or other factors, and PTMA in its sole discretion may reduce, decline, or cancel an order, including if market rates decline significantly before execution. All investment rates are quoted net of fees and on a 365 basis unless noted otherwise. Products are designed to be held until the planned redemption date (maturity). Withdrawal prior to the maturity will likely incur an early redemption penalty which may be substantial; redemption value per share equals the purchase price plus dividends earned to date, reduced by any losses incurred by the Fund, if any, and any early redemption penalty. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

PMA Financial Network, LLC, PMA Securities, LLC, PMA Asset Management, LLC, and Public Trust Advisors, LLC, (collectively "PTMA") are under common ownership. Public Trust Advisors, LLC and PMA Asset Management, LLC, are both SEC registered investment advisers. PMA Securities is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. Public Trust Advisors and PMA Asset Management provide investment advisory services primarily to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC. For more information, please visit us at http://www.ptma.com/.

CONTACT US FOR INVESTMENTS TAILORED TO YOUR NEEDS TODAY!

FLCLASS®

www.flclass.com
info@flclass.com
(866) 720-2995

INVESTING MADE EASY.

Offering your local government a comprehensive approach to investing your funds.

Investment Option	FLCLASS	Enhanced Cash	Term Series	Term Series II
Portfolio Type	Prime-Style	Enhanced Cash	Target Maturity Fund	Target Maturity Fund
Purpose	Short-term liquidity	Strategic Reserves	Strategic Reserves	Strategic Reserves
Rating	AAAm	AAAf/S1	Fully Collateralized	AAAf
Liquidity Offered	Daily	Next-Day	Held to Maturity	Held to Planned Redemption Date (Maturity)
Minimum Investment	None	None	$1 Million	$1 Million
Withdrawals	Unlimited	Unlimited	Maturity Date	Planned Redemption Date
Investment Horizon	Day-to-Day	9-12 Months	3 Months to 3 Years	60 to 365 Days
Dividends	Applied Daily	Accrue Daily, Paid Monthly	Accrue Daily, Paid at Maturity	Accrue Daily, Paid at Maturity
WAM	≤60 days	>60 days	N/A	N/A
Net Asset Value (NAV)	Stable $1.00 per share	Fluctuating	Principal at Maturity	Principal at Maturity

Explore Your Investment Options!

FLCLASS and FLCLASS Enhanced Cash provide daily and next-day liquidity with no minimum investment requirement!

FLCLASS		FLCLASS Enhanced Cash	
Daily Yield[1]	7-Day Yield[2]	Daily Yield[1]	7-Day Yield[2]
3.95%	3.94%	3.97%	3.98%

Yield information referenced above are as of **October 2, 2026**. [1]The FLCLASS Daily Yield refers to income generated over the previous one-day period; the income is then annualized. [2]The FLCLASS 7-Day Yield refers to income generated over the previous seven-day period; the income is then annualized. Data unaudited. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the FLCLASS stable NAV fund(s) seek to preserve the value of your investment at $1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

The FLCLASS prime-style portfolio is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. FLCLASS Enhanced Cash is rated 'AAAf/S1' by FitchRatings. FLCLASS Term Series II is rated 'AAAf' by FitchRatings. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

PMA Financial Network, LLC, PMA Securities, LLC, PMA Asset Management, LLC, and Public Trust Advisors, LLC, (collectively "PTMA") are under common ownership. Public Trust Advisors, LLC and PMA Asset Management, LLC, are both SEC registered investment advisers. PMA Securities is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. Public Trust Advisors and PMA Asset Management provide investment advisory services primarily to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC. For more information, please visit us at http://www.ptma.com/.

CONTACT US FOR INVESTMENTS TAILORED TO YOUR NEEDS TODAY!

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the July 28, 2026 Meeting Minutes - Village Clerk, Alba L. Chang

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village Commission held a meeting and Minutes are being provided for the Commission's consideration and approval for the July 28, 2026 Meeting.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

07.28.2026 Draft Minutes .pdf

REGULAR VILLAGE COMMISSION MEETING MINUTES
JULY 28, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
ZOOM MEETING ID: 891 2658 3746

---

1. Opening Items

A. Call to Order

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

B. Roll Call

Presented

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

C. Pledge of Allegiance

The pledge of allegiance was recited.

D. Invocation - None

2. Order of Business

Mayor Streitfeld requested that Items 13A, 14C, and 14D be taken out of order and discussed at the top of the agenda.

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

3. Presentations

A. Proclamations and Awards

- Mayor Streitfeld requested a proclamation recognizing and thanking the team for providing back-to-school backpacks and for their dedication in organizing the event.

B. Special Presentations to Commission

4. Open Forum

Carlos Martin, Esq. Presenting for Eloquence Condominium Association

5. Approval of Commission Minutes

5.A Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang
*** May 19, 2026 - Regular Commission Meeting**
*** June 23, 2026 - Budget Workshop**

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

6. Advisory Board Minutes/Written Reports - None

7. Village Commission's Report

Commissioner Acosta

- Hosted the World Cup Watch Party at Happy Lounge.
- Continued work on the Summer Internship Program.
- Attended the Back-to-School Giveaway.
- Hosted the monthly agenda review.
- Announced the second annual agenda review scheduled for August 23.
- Requested an update on Ansin Family Park.
- Requested the creation of a subpage dedicated to ongoing projects.
- Noted that the Police Department will be conducting active shooter training at TIES.
- Plans to attend the Florida League of Cities (FLC) Conference in August.

Mayor Streitfeld

- Asked what the operational hours were for the fields?
- Village Manager Rollason explained that, due to budget constraints, the field will initially be open Monday through Friday, from 8:00 a.m. to 5:00 p.m. The Village currently has a Temporary Certificate of Occupancy (TCO) issued for 30 days at a time and is working to open the facility to the public as soon as possible.
- Village Attorney Haydee Sera advised that, for tax purposes, a vertical subdivision will need to be created.
- The Mayor requested that Village Administration communicate with residents regarding the options that will be available for use of the Community Center.
- A question was raised regarding when the Community Center will be fully open to the public.
- The Village was represented at an event the previous evening commemorating the victims of the attack on the Jewish community in Buenos Aires.
- There were concerns regarding the proposed state tax reform and its potential impact on the Village. The Village will need to evaluate its ability to generate revenue moving forward.

8. Village Attorney's Report

DRAFT

Village Attorney Haydee Sera reported that the Village has filed a lawsuit regarding the 360 Condominium. She further reported that lawsuits concerning Eloquence and Space 01 are currently being drafted.

As a precaution, Village Attorney Sera called for an Executive Session regarding the 360 Condominium litigation, Case No. 2026-0164998CA1, to discuss litigation strategy.

9. Village Manager's Report

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

9.A Code Compliance Report (June 2026)
9.B Traffic Enforcement Report (June 2026)
9.C Community Engagement Report (June 2026)

Village Manager Rollason reported that construction of Ansin Family Park is nearing completion and that the park was expected to be ready for its grand opening soon.

10. Village Clerk's Report

10.A Village Clerk Report for June 2026

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

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

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

11.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF

DRAFT

MIAMI CENTER FOR URBAN & COMMUNITY DESIGN FOR THE TREASURE ISLAND SPONGE PARK STUDIO COLLABORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

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

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

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

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

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

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.

DRAFT

13. Public Hearings

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

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

Village Clerk Chang read the title of the Resolution into the record and swore in all individuals who provided testimony during the public hearing.

Village Planner Craig Pinder provided a detailed presentation regarding the proposed variance application. He reviewed the applicable Code criteria for granting a variance and explained that as presented, the application complies with one of five criteria requirements, partially complies with another, and does not comply with the remaining five criteria.

Commissioner Chervony requested that the applicant provide additional testimony regarding the claimed hardship.

Mayor Streitfeld explained that the proposed carport could only be located in the proposed location due to the site constraints.

ACTION: Commissioner Acosta made a motion to approve the proposed variance request. Vice Mayor Cuk seconded the motion.

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

DRAFT

At this time, the following agenda item was taken out of order.

14.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

Mayor Streitfeld read the title of the Resolution into the record.

Mayor Streitfeld introduced the discussion regarding the proposed fee schedule and noted that the Commission would also need to consider a Code amendment.

Village Attorney Tony Recio provided a comprehensive presentation on the current fee structure and proposed fee increases.

DRAFT

The discussion included the following proposals:
Establishing a single Transfer of Development Rights (TDR) fee of $200,000 per unit.
Increasing height bonus fees to $10,000 per additional vertical foot up to 240 feet, or $25,000 per additional vertical foot up to 312 feet.

Commissioner Daro stated that the proposal represented a reasonable balance and would provide an appropriate fee structure for future projects. He expressed his support for the proposal.

Commissioner Acosta expressed support for increasing the TDR fee above $200,000 per unit and suggested a fee of up to $300,000 per unit for RM-70.

Mayor Streitfeld proposed a TDR fee of $250,000 per unit.

Regarding the height bonus fees, the Commission discussed increasing the fee to $20,000 per additional vertical foot.

Vice Mayor Cuk requested that staff provide information regarding fees charged by surrounding communities and expressed support for increasing the Village's fees.

Commissioner Chervony discussed the payment schedule and suggested that a deposit be required within 90 days of approval, with the remaining balance due within 150 days thereafter.

The Commission provided direction to draft an ordinance amending the Code to require 50% of the applicable fees within 90 days and the remaining 50% within 180 days of site plan approval.

Commissioner Chervony emphasized the importance of ensuring that approved projects move forward and are ultimately constructed.
There was an in-depth discussion regarding the proposed increase to the T-6 district fee from $20,000 to $80,000, the amendment of height bonus fees to $20,000 per additional vertical foot, and the proposed amendment to establish TDR fees at $250,000 per unit.

ACTION: Mayor Streitfeld made a motion to amend the community contribution as follows:

- Increase the T-6 District bonus density fee from $20,000 to $80,000 per unit.
- Establish an RM-70 height bonus fee of $20,000 per additional vertical foot for heights between 150 and 240 feet. Heights above 240 feet, up to 312 feet, would be permitted with the purchase of TDR's.
- Establish the RM-70 TDR fees at $250,000 per unit.
- Establish the fees at fixed amounts, with no negotiations permitted.

Commissioner Acosta seconded the motion.

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

Timeline for funding.

Mayor Streitfeld asked to table the discussion on the timeline for applicants to pay for the community contributions fees.

DRAFT

14. Discussion/Action Items

A. Unfinished Business

B. New Business

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

Village Manager Rollason and Chief Finance Officer Sandra Siefken presented the FY 2026-2027 proposed budget to the Commission.

CFO Siefken reviewed the proposed items associated with the rolled-back millage rate and presented the Village Manager's recommendations.

Mayor Streitfeld proposed eliminating the lobbyist fees for Ronald Book.

Commissioner Chervony stated that he would support a millage rate of 7.00 mills.

Mayor Streitfeld proposed beginning the budget discussion at a millage rate of 6.4873 mills, which was approved by all members present.

Commissioner Daro suggested adding Item No. 5 to provide for a second position in the Information Technology Department and identifying Items Nos. 9 and 10 as priorities.

Commissioner Acosta inquired about the millage rate required to fund all of the proposed additions. It was stated that the resulting millage rate would be 6.8729 mills.

Chief Noriega explained that restoring the four hours would assist in reducing overtime costs. He further explained that the proposed salary adjustment would help address salary compression and stated that the officers had performed at a high level and deserved the proposed cost-of-living adjustment (COLA).

There was a brief discussion on the proposed budget and the Village Manager list that were not included as part of the Budget.

There was Commission Consensus to set the tentative millage rate at 7.00 mills and the debt service at 3.4098 mills.

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

ACTION: Mayor Streitfeld made a motion to approve the proposed resolution setting the proposed millage rate to be 7.00 mills and the proposed service debt millage is 3.4098.

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

DRAFT

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

Village Attorney Sera explained that the Village had received an unsolicited proposal to purchase 11 Transferable Development Rights (TDRs) at a proposed price of $150,000 per TDR. Staff requested direction from the Commission regarding whether to issue a Request for Proposals (RFP) for the sale of the TDRs.

Ethan Wasserstein, representing the contract purchaser of the TDRs, addressed the Commission and stated that the Commission's recent amendment to the applicable fees represented a significant change for the applicant's proposed project.

Mayor Streitfeld proposed issuing an RFP with a minimum starting price of $200,000 per TDR, with the RFP remaining open for three months.

Commissioner Streitfeld made a motion to issue an RFP with a minimum starting price of $200,000 per TDR and an opening period of 60 days.

ACTION: Mayor Streitfeld made a motion to issue a Request for Proposals (RFP) for the sale of TDR with a minimum starting price of $200,000 per TDR and an opening period of 60 days. Commissioner Daro seconded the motion.

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

DRAFT

Timeline for Community Contributions payments

The Village Commission continued its discussion regarding the timeline for payment of community contribution fees. The Commission briefly discussed the current requirements under the Village Code and potential changes to the payment schedule.

ACTION: Mayor Streitfeld made a motion to establish the following payment schedule for community contribution fees:

1. Fifty percent (50%) of the fees shall be paid within 90 days of site plan approval.
2. The remaining balance shall be paid within one year of site plan approval.
3. Failure to pay the required fees shall result in termination of the site plan approval.

Commissioner Daro seconded the motion.

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

15. Adjournment

There being no further business to discuss, the meeting adjourned at 9:12 p.m.

Accepted this 20th day of October 2026.

DRAFT

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Report from Sustainability & Resiliency Task Force - Chair Alisha Graham

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (September 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (September 2026).pdf

North Bay Village Police Department
Memorandum

Date: October 1, 2026

To: Assistant Chief R. Jenkins

From: Lieutenant Norlan Benitez

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

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

Traffic Enforcement on Kennedy Causeway:

- 167 – Speeding Citations
- 35 – Criminal Citations
- 77 –Moving Violation Citations
- 250 – Non-Moving Citations
- 100 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citations
- 5 – Criminal Citations
- 43 – Moving Violation Citations
- 53– Non-Moving Citations
- 19 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citations
- 7 – Criminal Citations
- 37 – Moving Violation Citations
- 44– Non-Moving Citations
- 18 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 719– Citations
- 137–Warnings
- 113– Parking Citations

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Compliance Report September 2026

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $1,950.00 in Code Compliance fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
September 2026 CM-Code Report.pdf
August 2026 CM-Code Report.pdf
July 2026 CM-Code Report.pdf

	Code	Statistics	Sep-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1710 S Treasure Drive	Bulk Trash	Warning	9/1/2026				
7937 East Drive	Bulk Trash	Warning	9/1/2026				
7508 W Treasure Drive	Fence Mesh	Warning	9/1/2026				
1666 Kennedy Cswy	Property Maintenance	Warning	9/2/2026				
1701 S Treasure Drive	Blocking ROW	Warning	9/2/2026				
7516 W Treasure Drive	Blocking ROW	Warning	9/2/2026				
7512 Mutiny Ave	Construction Site Maint	Warning	9/3/2026				
7909 East Drive #203	WWP	Citation	9/3/2026		$250.00		
7928 East Drive	Pool Violation	Warning	9/6/2026				
7940 West Drive	Illicit Discharge	Warning	9/6/2026				
1701 S Treasure Drive	Construction Site Maint/ID	Warning	9/8/2026				
1601 S Treasure Drive	WWP	Citation	9/9/2026	$250.00			
7516 W Treasure Drive	Blocking ROW	Warning	9/9/2026				
7921 West Drive	Trash	Warning	9/9/2026				
7500 Miami View Drive	Recycling Violation	Warning	9/9/2026				
7512 Mutiny Ave	Noise	Warning	9/9/2026				
7940 West Drive	Illicit Discharge	Citation	9/9/2026		$500.00		
7509 W Treasure Drive	Construction Site Maint	Warning	9/10/2026				
1624 Kennedy Cswy	Trash	Warning	9/10/2026				
7933 West Drive #PHA	BTR	Citation	9/10/2026	$250.00			
7512 Mutiny Ave	Construction Site Maint	Warning	9/10/2026				
7933 West Drive #PHA	BTR	Citation	9/11/2026		$250.00		
1760 Kennedy Cswy	Open/Unsecure	Warning	9/13/2026				
1680 S Treasure Drive	Landscape	Warning	9/14/2026				
1508 Kennedy Cswy	BTR / Sign Violation	Warning	9/14/2026				
1671 S Treasure Drive	Construction Site Maint	Warning	9/14/2026				
1630 S Treasure Drive	Landscape	Warning	9/14/2026				
7516 W Treasure Drive	Construction Site Maint	Warning	9/15/2026				
1701 S Treasure Drive	Construction Site Maint	Warning	9/15/2026				
7821 Beach View Drive	Landscape	Warning	9/15/2026				
7731 Miami View Drive	Landscape	Warning	9/15/2026				
1455 N Treasure Drive #7B	Noise	Citation	9/16/2026		$250.00		
7541 Buccaneer Ave	Bulk Trash	Warning	9/16/2026				
1851 Galleon Street	Noise	Citation	9/16/2026	$250.00			
7531 Coquina Drive	Noise	Citation	9/16/2026	$250.00			
7512 Mutiny Ave	Construction Site Maint	Warning	9/17/2026				
7511 Miami View Drive	Recycling Cans	Warning	9/17/2026				
1365 Bay Terrace	Recycling Cans	Warning	9/17/2026				
1455 N Treasure Drive	Construction Site Maint	Warning	9/17/2026				
23-3209-008-1200	Landscape	Warning	9/21/2026				
7920 East Drive	Bulk Trash	Warning	9/21/2026				
7508 W Treasure Drive	Fence Mesh	Warning	9/21/2026				
7920 East Drive #5	Bulk Trash	Warning	9/21/2026				
7545 Bounty Ave	Landscape	Warning	9/22/2026				
7821 Beach View Drive	Construction Site Maint	Warning	9/22/2026				
1701 S Treasure Drive	Blocking ROW	Warning	9/22/2026				
Treasure Island	Prohibited Sign	Removed	9/22/2026				
1701 S Treasure Drive	Construction Site Maint	Warning	9/22/2026				
7541 Bounty Ave	Landscape	Warning	9/22/2026				
1601 S Treasure Drive	Landscape	Warning	9/22/2026				
7552 Cutlas Ave	Landscape	Warning	9/22/2026				
1701 S Treasure Drive	Noise	Warning	9/22/2026				
7541 Bounty Ave	Landscape	Warning	9/22/2026				
1630 S Treasure Drive	Open and Unsecure	Warning	9/22/2026				
7731 Miami View Drive	Landscape	Warning	9/23/2026				
7711 Beach View Drive	Landscape	Warning	9/23/2026				
7821 Beach View Drive	Noise	Warning	9/24/2026				
1620 N Treasure Drive	Landscape	Warning	9/24/2026				
7552 Cutlas Ave	WWP	Citation	9/24/2026	$250.00			
7701 Coquina Drive	Blocking ROW	Warning	9/24/2026				
7821 Beach View Drive	Construction Site Maint	Warning	9/25/2026				
7521 Coquina Drive	Trash	Warning	9/25/2026				
Treasure Island	Prohibited Signs	Removed	9/28/2026				
Treasure Island	Prohibited Signs	Removed	9/28/2026				
1701 S Treasure Drive	Noise	Citation	9/28/2026	$250.00			
7509 W Treasure Drive	Construction Site Maint	Warning	9/29/2026				
7531 Coquina Drive	Trash	Warning	9/29/2026				
7512 Mutiny Ave	Construction Site Maint/ID	Citation	9/29/2026		$500.00		
7710 Beach View Drive	Landscape	Citation	9/29/2026		$200.00		
1680 S Treasure Drive	Landscape	Citation	9/29/2026	$200.00			

7516 W Treasure Drive	Construction Site Maint	Warning	9/30/2026				
7509 Buccaneer Ave	Construction Site Maint	Warning	9/30/2026				
7411 Beach View Drive	Recycling Violation	Tagged	9/30/2026				
7431 Coquina Drive	Recycling Violation	Tagged	9/30/2026				
7431 Miami View Drive	Recycling Violation	Tagged	9/30/2026				
7810 Miami View Drive	Recycling Violation	Tagged	9/30/2026				
7508 Mutiny Ave	Recycling Violation	Tagged	9/30/2026				
(8) Lien Searches							
				$1,700.00	$1,950.00		

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

	Code	Statistics	Aug-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1801 S Treasure Drive	Blocking ROW	Warning	8/1/2026				
23-3209-014-0180	Landscape/Trash	Warning	8/3/2026				
23-3209-014-0190	Landscape/Trash	Warning	8/3/2026				
7516 W Treasure Drive	Construction Site Maint	Warning	8/4/2026				
7821 Beach View Drive	Noise	Warning	8/4/2026				
1301 Bay Terrace	Bulk Trash	Warning	8/4/2026				
7721 Coquina Drive	Noise	Warning	8/4/2026				
7516 Mutiny Ave	Construction Site Maint	Warning	8/4/2026				
7601 Beach View Drive	Fence Maintenance	Warning	8/4/2026				
7430 Miami View Drive	Bulk Trash	Warning	8/4/2026				
7721 Coquina Drive	Construction Site Maint	Warning	8/4/2026				
7509 Buccaneer Ave	Prohibited Sign	Removed	8/4/2026				
7939 East Drive	Noise	Warning	8/4/2026				
7509 W Treasure Drive	Construction Fence	Warning	8/5/2026				
7711 Beach View Drive	Construction Fence	Citation	8/5/2026	$750.00			
7512 Mutiny Ave	Construction Site Maint/ID	Citation	8/5/2026	$250.00			
7501 Miami View Drive	Bulk Trash	Warning	8/5/2026				
1701 Hispanola Ave	Trash	Warning	8/5/2026				
7421 Center Bay Drive	Recycling Violation	Tagged	8/5/2026				
7521 Center Bay Drive	Recycling Violation	Tagged	8/5/2026				
7830 Miami View Drive	Recycling Violation	Tagged	8/5/2026				
7810 Miami View Drive	Recycling Violation	Tagged	8/5/2026				
7800 Miami View Drive	Recycling Violation	Tagged	8/5/2026				
7730 Miami View Drive	Recycling Violation	Tagged	8/5/2026				
Treasure Island	Prohibited Signs	Removed	8/5/2026				
Harbor Island	Prohibited Signs	Removed	8/5/2026				
7552 Mutiny Ave	Recycling Violation	Tagged	8/5/2026				
7505 Buccaneer Ave	Operating/Advertising	Warning	8/5/2026				
7512 Mutiny Ave	Construction Site Maint	Warning	8/6/2026				
7601 E Treasure Dr #1219	Noise	Citation	8/7/2026		$100.00		
1630 S Treasure Drive	Noise	Citation	8/7/2026		$250.00		
7918 West Drive	Prohibited Sign	Removed	8/10/2026				
7920 East Drive	Bulk Trash	Warning	8/10/2026				
7904 West Drive #108	WWP	Citation	8/10/2026	$250.00			
1671 S Treasure Drive	Noise	Citation	8/10/2026	$250.00			
7821 Coquina Drive	Bulk Trash	Warning	8/11/2026				
7939 East Drive	Noise	Warning	8/11/2026				
8000 West Drive	Noise	Citation	8/11/2026		$250.00		
7512 Mutiny Ave	Construction fence	Warning	8/11/2026				
8000 West Drive #729	Noise	Citation	8/11/2026		$250.00		
8000 West Drive	Noise	Citation	8/11/2026		$250.00		
8000 West Drive	Noise	Citation	8/11/2026		$250.00		
7800 Hispanola Ave	Landscape	Warning	8/13/2026				
8000 West Drive	Knox Box	Updated	8/13/2026				
7901 Hispanola Ave	Sign	Removed	8/13/2026				
8000 West Drive #111	BTR	Warning	8/13/2026				
7509 Adventure Ave	WWP	Citation	8/14/2026		$250.00		
Treasure Island	Prohibited Signs	Removed	8/17/2026				
7901 Hispanola Ave #707	Expired Permits	Citation	8/17/2026		$250.00		
7548 W Treasure Drive	Noise	Citation	8/17/2026		$250.00		
1670 S Treasure Drive	Landscape	Warning	8/17/2026				
7946 East Drive	Trash Cans	Warning	8/18/2026				
1660 S Treasure Drive	Construction Site Maint	Warning	8/18/2026				
1801 S Treasure Drive	Fence Maintenance	Warning	8/18/2026				
7540 E Treasure Drive	Illicit Discharge	Warning	8/18/2026				
8000 East Drive	Trash	Warning	8/19/2026				
7401 Beach View Drive	Construction Site Maint	Warning	8/19/2026				
7512 Mutiny Ave	Construction Site Maint/ID	Citation	8/19/2026		$250.00		
7601 E Treasure Drive #819	Property Maintenance	Warning	8/20/2026				
1580 Kennedy Cswy	Landscape/Blocking ROW	Warning	8/20/2026				
7512 Mutiny Ave	Construction Site Maint/ID	Citation	8/24/2026	$500.00			
7400 Beach View Drive	Blocking ROW	Warning	8/24/2026				
7821 Beach View Drive	Construction Site Maint	Warning	8/24/2026				
1351 Bay Terrace	Recycling Violation	Warning	8/24/2026				
7918 West Drive	Trash	Warning	8/24/2026				
1450 S Treasure Drive	Hedges Blocking ROW	Warning	8/25/2026				
7509 W Treasure Drive	Fence Mesh	Warning	8/25/2026				
7721 Coquina Drive	Construction Site Maint	Warning	8/26/2026				
7711 Beach View Drive	Construction Site Maint	Warning	8/26/2026				
7531 Coquina Drive	Construction Site Maint	Warning	8/26/2026				

7801 Miami View Drive	Construction Site Maint	Warning	8/26/2026				
1735 N Treasure Drive	Illicit Discharge	Citation	8/27/2026	$250.00			
1671 S Treasure Drive	Noise	Citation	8/27/2026		$250.00		
7509 W Treasure Drive	Fence Mesh	Warning	8/27/2026				
1735 N Treasure Drive	Citation	Citation	8/28/2026		$250.00		
1671 S Treasure Drive	Construction Site Maint	Warning	8/31/2026				
Treasure Island	Prohibited Sign	Removed	8/31/2026				
7553 Bounty Ave	Landscape	Warning	8/31/2026				
7905 East Drive	Bulk Trash	Warning	8/31/2026				
(16) Lien Searches							
				$2,250.00	$2,850.00		

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

	Code	Statistics	Jul-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7512 Mutiny Ave	Prohibited Sign	Warning	7/1/2026				
7711 Coquina Drive	Bulk Trash	Warning	7/1/2026				
7511 Coquina Drive	Special Magistrate	Order	7/1/2026		$4,000.00		
7904 West Drive #910	Expired Permit	Citation	7/1/2026		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	7/2/2026				
7711 Beach View Drive	Construction Site Maint	Warning	7/2/2026				
7544 W Treasure Drive	Blocking ROW	Warning	7/2/2026				
1872 Kennedy Cswy	Noise	Citation	7/2/2026		$500.00		
1701 S Treasure Drive	WWP	Citation	7/3/2026		$250.00		
7710 Miami View Drive	Trash Violation	Warning	7/6/2026				
1660 S Treasure Drive	Construction Site Maint	Warning	7/7/2026				
7431 Coquina Drive	Recycling Violation	Tagged	7/8/2026				
7421 Center Bay Drive	Recycling Violation	Tagged	7/8/2026				
1740 S Treasure Drive	Bulk Trash	Warning	7/8/2026				
7511 Center Bay Drive	Recycling Violation	Tagged	7/8/2026				
7811 Miam View Drive	Recycling Violation	Tagged	7/8/2026				
1819-1855 Kennedy Cswy	Landscape	Warning	7/8/2026				
1819-1855 Kennedy Cswy	BTR	Warning	7/8/2026				
7501 Maimi View Drive	Recycling Violation	Tagged	7/8/2026				
7508 Jewel Ave	Recycling Violation	Tagged	7/8/2026				
7711 Beach View Drive	Construction Site Maint	Warning	7/8/2026				
7430 Center Bay Drive	Noise	Warning	7/9/2026				
1701 S Treasure Drive	Noise	Warning	7/9/2026				
7801 Center Bay Drive	Noise	Warning	7/9/2026				
7711 Beach View Drive	Construction Site Maint/ID	Citation	7/9/2026		$250.00		
7560 W Treasure Drive	Noise	Warning	7/9/2026				
7509 W Treasure Drive	SWO Violation	Citation	7/10/2026	$500.00			
1701 S Treasure Drive	SWO	Posted	7/10/2026				
1555 Kennedy Cswy	Landscape	Warning	7/10/2026				
1601 Kennedy Cswy	Landscape	Warning	7/10/2026				
7918 West Drive	Construction Site Maint	Citation	7/13/2026	$500.00			
1660 S Treasure Drive	Construction Site Maint	Warning	7/13/2026				
Treasure Island	Abandoned Trailer	Removed	7/13/2026				
7933 West Drive	WWP	Citation	7/13/2026		$250.00		
7821 Beach View Drive	Landscape	Warning	7/14/2026				
7917 West Drive	Bulk Trash	Warning	7/14/2026				
7509 Buccaneer Ave	Landscape	Warning	7/14/2026				
7533 Adventure Ave	Bulk Trash	Warning	7/14/2026				
7810 Coquina Drive	Landscape	Warning	7/14/2026				
7531 Coquina Drive	Landscape	Warning	7/14/2026				
7516 W Treasure Drive	Landscape	Warning	7/14/2026				
7821 Beach View Drive	Open/Unsecure	Warning	7/15/2026				
7549 Buccaneer Ave	Recycling Violation	Warning	7/15/2026				
1701 S Treasure Drive	SWO Violation	Warning	7/15/2026				
1356 Bay Terrace	Bulk Trash	Warning	7/15/2026				
7509 W Treasure Drive	SWO Violation	Warning	7/15/2026				
7711 Beach View Drive	Noise	Warning	7/15/2026				
1630 S Treasure Drive	Noise	Citation	7/17/2026	$250.00			
7801 Hispanola Ave #7	Operating/Advertising	Warning	7/17/2026				
7513 Adventure Ave	Blocking ROW	Warning	7/16/2026				
7512 Mutiny Ave	Landscape	Warning	7/16/2026				
1872 Kennedy Cswy	Landscape	Warning	7/18/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	7/21/2026	$750.00			
1721 S Treasure Drive	Landscape	Warning	7/21/2026				
7509 W Treasure Drive	SWO Violation	Warning	7/21/2026				
1508 Kennedy Cswy	Special Magistrate	Order	7/22/2026		$2,600.00		
7710 Coquina Drive	Recycling Violation	Tagged	7/22/2026				
7520 Coquina Drive	Recycling Violation	Tagged	7/22/2026				
7420 Coquina Drive	Recycling Violation	Tagged	7/22/2026				
7420 Center Bay Drive	Recycling Violation	Tagged	7/22/2026				
7610 Center Bay Drive	Recycling Violation	Tagged	7/22/2026				
7620 Center Bay Drive	Recycling Violation	Tagged	7/22/2026				
7421 Beach View Drive	Recycling Violation	Tagged	7/22/2026				
7513 W Treasure Drive	Recycling Violation	Tagged	7/22/2026				
7517 Bounty Ave	Recycling Violation	Tagged	7/22/2026				
7516 W Treasure Drive	Construction Fence	Warning	7/23/2026				
7710 Beach View Drive	Blocking ROW	Warning	7/23/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	7/24/2026		$750.00		
7520 W Treasure Drive	Noise	Citation	7/25/2026	$500.00			
800 E Treasure Drive	Landscape	Warning	7/27/2026				

7934 West Drive #1101	Noise	Citation	7/27/2026		$250.00		
7516 W Treasure Drive	Noise	Warning	7/27/2026				
7516 Bounty Ave	Noise	Warning	7/28/2026				
7601 E Treasure Drive	Garbage Cans	Warning	7/29/2026				
7904 West Drive #405	Unsafe Structure	Posted	7/29/2026				
75009 Bounty Ave	Hedges Blocking ROW	Warning	7/30/2026				
7810 Center Bay Drive	Bulk Trash	Warning	7/30/2026				
7915 West Drive	Bulk Trash	Warning	7/30/2026				
7710 Beach View Drive	Landscape	Warning	7/31/2026				
7537 Mutiny Ave	Landscape	Warning	7/31/2026				
7821 Beach View Drive	Blocking ROW	Warning	7/31/2026				
8000 West Drive	Hedges Blocking ROW	Warning	7/31/2026				
7915 West Drive	Bulk Trash	Warning	7/31/2026				
(64) Lien Searches							
				$2,500.00	$9,100.00		

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

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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 September of 2026

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

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

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

Public Notices / Agendas
The Village Clerk's Office issued a total of (8) Public Meeting Notices for September 2026. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, and Sunshine Meetings.

Request for Qualifications / Proposals
The Village held two (2) bid openings for:
* Construction of Village Hall
* Landscape Maintenance Services

These items will come before the Commission for consideration.

The Village issued one (1) solicitation:
ITB Stormwater Improvement Projects
Bid Opening is scheduled for November 2, 2026

2026/2027 Business Tax Receipt
The renewal season has commenced, and the first batch of delinquent notices was sent the first week of October for business who has not renewed their annual local business tax receipts.

Resident Advisory Boards - New 2026-2028 Term - Open
Advertising has begun for the open positions on the Resident Advisory Board. Appointment recommendations and new applications will be presented to the Commission for consideration at the November Commission Meeting.

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

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log September 2026.pdf

Public Records Request Log
September

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
9/1/2026	Terrence Ward	Human Resources	RE: Terrance Ward - Any incident report, offense-incident report, contact report, or similar record documenting a workplace incident that occurred between approximately August 1, 2026 and August 15, 2026, involving myself, at or related to the North Bay Village Public Works Department. 2. Any and all records, notes, memoranda, or documentation referencing that incident, regardless of which department, supervisor, or employee prepared or maintains them. If no responsive record exists, please provide written confirmation of that fact, including the basis for that determination.	N/A	9/2/2026
9/1/2026	Tori Reyes	Building Department	Request the residential and commercial building permit activity report for 08/01/2026-08/31/2026.	N/A	9/15/2026
9/2/2026	Brandon Wunder	Code Compliance	Request for code violations for tall grass and trash/debris from the last 30 days. Residential properties and vacant lots/land only, not commercial.	N/A	9/3/2026
9/3/2026	Tara Brown	Public Works	Request for utility as built maps for water and sewer for the area of 1700 79th St Cswy	N/A	9/14/2026
9/3/2026	Lidia Perea	Police Department	Request for Body Worn Camera Videos pertaining to the Officers [Ethan S. Cherasia, ID. 023-00267, B. Stephens, ID. 023-00299],	$303.39	Cost estimated was provided 9/3/2026
9/4/2026	Don Smith	Code Compliance	All permit violations for the month of August 2026; including owner, address, and violation description.	N/A	9/10/2026
9/4/2026	Amber Petraites	Village Clerk	Request electronic copies of records from January 1, 2022 to the present relating to the current and active contract between City of North Bay Village and following Vendors. Florida Municipal Insurance Trust	N/A	9/21/2026

9/4/2026	Alexey.wilwood@gmail.com	Village Clerk	request the complete existing electronic export of North Bay Village Local/Business Tax Receipt records maintained by North Bay Village Clerk / Business Tax Receipt Administration.	N/A	9/9/2026
9/5/2026	Arthur Flohr	Village Clerk	Request for electronic copies of the seawall and marina plans submitted in connection with the development at 7946 and 8000 East Drive	N/A	9/17/2026
9/5/2026	Oshea Smith	Village Clerk	Request for summary of purchase orders (not the individual purchase orders themselves) issued by City of North Bay Village from March 1, 2026 to July 31, 2026.	N/A	9/8/2026
9/7/2026	Joe at PropertyKey	Village Clerk	Latest list of code violations from 7/1/2026 - 9/1/2026	N/A	9/10/2026
9/8/2026	Paola Sanchez	Village Clerk	Request for any open permits for 7509 Adventure Ave.	N/A	9/15/2026
9/8/2026	Peter Charnonneau	Village Clerk	All computer-Aided Dispatch (CAD) information and incident reports involving Victoria Jean Stoop, date of birth 08/28/1981, telephone number 440-334-0188, possible address of 1625 79th Street Causeway, Apt. 506, North Bay Village, FL 33141, during the period of time beginning on Wednesday, January 1, 2025, to Tuesday, September 8, 2026. Utilities / Public Service: The current and/or previous account address or addresses listed in accounts under Victoria Jean Stoop, date of birth 08/28/1981, telephone number 440-334-0188, for receiving trash, recycling, yard waste collection, water, wastewater, solid waste, and any other public utility services provided by North Bay Village, during the period of time beginning on Wednesday, January 1, 2025, to September 8, 2026.	N/A	No police Incidents reported to PD. There were no responsive utility records.
9/8/2026	Nathan Garcia	Finance	Request for current outstanding, unclaimed, or uncashed funds that remain claimable by the original payee		
9/9/2026	Nur Alam Nahid	Village Clerk	Request for Body Worn Camera Videos pertaining to the Suspect / Arrest: Myles Jerami Bethel Date of Incident / Arrest: August 31, 2026 just before 1:30 a.m. Location: Bayshore Yacht & Tennis Club condominium building (7904 West Drive on Harbor Island)	$3,907.44	Cost estimated was provided 9/10/2026 for 27 videos. Case # 20260061203

9/9/2026	Nur Alam Nahid	Village Clerk	Request for body worn camera pertaining to Suspect / Arrest: Crystal Alisha Brewster Date of Incident / Arrest: July 20, 2023 at approximately 7:30 p.m. Location: 7000 block of East Drive	N/A	9/10/2026
9/9/2026	Nur Alam Nahid	Village Clerk	Request for body worn camera pertaining to Suspect / Arrest: Alexander Neil Lawrence Date of Incident / Arrest: July 17, 2026 around 2:00 a.m. Location: Shell gas station located at 1345 John F. Kennedy Causeway	$1,660.33	Cost estimate was provided 9/10/2026 for 7 video. Case # 202260050288
9/9/2026	Juan Ledesma	Police Department	Request the Police Reports and Police footage for the following cases: •Case#: 2026 - 63745 / Officer Herrera •Case#: 202600058868 / Officer Sangrenis #0307 •Case#: 202600055088 / Officer M. Noel-Fenelon •Case#: 202600060927 / Officer Sangrenis #0307	$593.10 for B	Police Reports were provided on 9/14. A cost estimate in the amount of $93.10 was provided for the body worn camera fottage for each report.
9/9/2026	Gary Landry	Village Clerk	Law Enforcement Applicant Records check for Genesis Diaz Cordero	N/A	9/9/2026
9/10/2026	Brendan Newell	Village Clerk	1. A list of all general contractors licensed with the city/township (if the list exists) 2. A list of all building permits issued for calendar year 2025, including the general contractor, owners, architect and any other construction service provider listed on the permits. ---	N/A	9/15/2026
9/10/2026	Blueonsightyt@gmail.co	Village Clerk	Request for body worm camera footage for 7/17/26 incident that involved a high speed pursuit in a ford mustang.		
9/10/2026	Carlos Cordero	Village Clerk	provide copies of architectural plans, floor plans, building plans, surveys and approved drawings maintained in Village records for the property located at 7557 Mutiny Avenue, North Bay Village, FL 33141, including any historical/archived records.	N/A	9/10/2026
9/10/2026	Carlos Cordero	Village Clerk	provide copies of architectural plans, floor plans, building plans, surveys and approved drawings maintained in Village records for the property located at 7509 Adventure Avenue, North Bay Village, FL 33141, including any historical/archived records.	N/A	9/15/2026
9/11/2026	Lethe-Ann Kazeh-Anfo	Village Clerk	Request for existing utilities within the North Bay Village project area 1335 79th Street Causeway	N/A	9/14/2026

9/13/2026	Marie Cyprien	Police Department	Reques for dispatch records of officers dispatched to 7601 E Treasure Drive on September 12th.	N/A	9/15/2026
9/14/2026	Edgar Farinas	Building Department	Request for all building's plumbing plans, including any available original plumbing drawings, riser diagrams, sanitary and domestic water plans, or subsequent revisions for Island Place.	N/A	9/16/2026
9/14/2026	Karen Preston	Building Department	Request for all available mechanical, electrical, plumbing (MEP), and site plans/drawings associated with the building, including the original construction plans and any subsequent revisions, modifications, or as-built drawings for 1801 S. Treasure Drive	N/A	9/15/2026
9/14/2026	Tatiana Nikolaeva	Public Works	As Built Drawings or Utility Records for 7500 W. Treasure Dr.	N/A	9/14/2026
9/15/2026	Mranda Raad	Code Compliance	Certified copies of all notice of violations, active or closed cases, inspection logs, special magistrate orders, recorded liens, photo evidence an officer field notes for the property located at 7945 East. Dr.	N/A	9/21/2026
9/16/2026	Fermin Milber	Building Department	Request for Architectural floor plans for all levels • Approved building-permit plan sets or construction drawings • Site plans and exterior elevations • Approved revisions or final/as-built drawings, if retained for 1460 S. Treasure Dr.	N/A	9/17/2026
9/16/2026	Daniel Zuniga	Village Clerk	Request for utility and as built records along the 79th street causeway	N/A	9/17/2026
9/16/2026	Kristina Lewis	Village Clerk	Request for request the microfilm of my property -7557 Mutiny Ave	N/A	9/17/2026
9/16/2026	request-f9bc3d96@rep	Police Department	Request for records relating to 8/5/26 incident at 1580 79th St. BWC, 911 calls audio, crime scene records.	N/A	9/21/2026
9/17/2026	Jordan Holder	Building Department	Request for recent recertifcation for 7904 West Drive	N/A	9/17/2026
9/18/2026	Tara Brown	Village Clerk	Request for utility built maps for area of 1888 79th st.	N/A	9/21/2026
9/19/2026	Zachary Cohen	Police Department	Request for all body camera footage related to incident number 202600041302 on June 12, 2026, at around 20:41:38	$183.37	Cost estimate was provided 9/21/2026
9/24/2026	Jessica Holy	Police Department	Request for body worm camera footage for Case #202600054591. Court ID 02300303 and 02300266		

9/24/2026	Andriy Reshevskyy	Building Department	Request for copies of all telecommunications, utility, right-of-way, excavation, directional-bore, conduit, fiber-optic, and related construction permits applied for or issued from January 1, 2025 through the present involving AT&T, BellSouth Telecommunications/AT&T Florida, or contractors/subcontractors performing work on their behalf.	N/A	9/24/2026
9/28/2026	Andrew Turner	Code Compliance	requesting public records relating to open and active Code Compliance, Building, Unsafe Structure, and Business Tax/Occupational License enforcement matters within your jurisdiction. Requested Date Range: September 1, 2025 through September 30, 2026. We are requesting an electronic report, spreadsheet, database export, or other existing record identifying properties with cases that were opened, active, pending, accruing fines, or otherwise remained unresolved at any point	N/A	9/30/2026
9/28/2026	Teresa Muniz	Village Planner	A copy of the application documents and letter of intent submitted for the El-Ad Group project on East Drive	N/A	10/5/2026
9/29/2026	Mail@mainguy.com	Village Clerk	Request for all documents submitted by vendors in connection with RFP #2020-004 Landscaping Services	N/A	10/2/2026
9/26/2026	Silver Pang	Police Department	seeking footage recorded by officers involved in the public disturbance, attempted removal from the property, and arrest of Anthony T. Governale outside Palm Tree Club. To assist you in locating the footage here are the key details of the incident: Date of Event: December 3, 2025 Names Anthony T. Governale	$3,007.93	Cost estimate provided on 10/7/2026
9/29/2026	Priscilla Catano	Police Department	Police Report for Domestic Disturbance on 2/3/2025 at The Lexi Condominium 1701 Hispanola Ave. Father Christopher Smith apt 1107		
9/30/2026	Phil Jacobs	Police Department	Request for All arrest and booking entries recorded between August 1, 2026 and August 31, 2026.	N/A	10/9/202

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR, HARBOR ISLAND COMMISSIONER, AND COMMISSIONER-AT-LARGE TO BE DULY ELECTED WITHOUT THE NECESSITY OF AN ELECTION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE CLERK, ALBA L. CHANG**

RECOMMENDATION

It is recommended that the Village Commission declare the qualified candidates elected to their respective offices without opposition.

BACKGROUND AND ANALYSIS

The proposed Resolution provides for the Village Commission to declare the qualified candidates who were elected without opposition to the Village Commission and who shall assume office in accordance with the Village Charter.

Pursuant to §5.01 of the Village Charter, the Village General Election was scheduled to be held on November 3, 2026. The qualifying period for this Election began July 20th through July 31, 2026. At the end of the qualifying period, the following candidates submitted all of their required qualifying documents:

Mayor
Rachel Streitfeld

At Large Commissioner
Goran Cuk

Harbor Island Commissioner

Jorge Gonzalez

As a result, the qualified candidates were elected into office without opposition; therefore, the Village General Election was canceled.

The elected candidates will take their Oath of Office and assume their respective offices at the November 4, 2026 Regular Commission Meeting.

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

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Declaring Unopposed Candidates Elected.docx

RESOLUTION NO. 2026—_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR, HARBOR ISLAND COMMISSIONER, AND COMMISSIONER-AT-LARGE TO BE DULY ELECTED WITHOUT THE NECESSITY OF AN ELECTION; INSTALLATION OF ELECTED OFFICIALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 5.01 of the North Bay Village (the "Village") Charter, the Village's General Election was scheduled to be held on November 3, 2026 (the "General Election") in accordance with law; and

WHEREAS, the following offices were open for qualified candidates at the general Election ballot: Mayor, for a two year term, Harbor Island Commissioner, for a four year term, and Commissioner-At-Large, for a four year term, in accordance with Section 5.04 of the Village Charter; and

WHEREAS, the qualifying period for the General Election began on 12:00 p.m. on Monday, July 20, 2026 and concluded at 12:00 p.m. on Friday, July 31, 2026 (the "Qualifying Period"); and

WHEREAS, at the end of the Qualifying Period, the Village Clerk certified that only one candidate had qualified for each of the offices of Mayor, Harbor Island Commissioner, and Commissioner-At-Large, and that each such candidate was therefore unopposed; and

WHEREAS, Rachel Streitfeld, as the qualified, unopposed candidate for the Office of Mayor, was duly elected to office without the necessity of an election; and

WHEREAS, Jorge Gonzalez, as the qualified, unopposed candidate for the Office of Harbor Island Commissioner, was duly elected to office without the necessity of an election; and

WHEREAS, Goran Cuk, as the qualified, unopposed candidate for the Office of Commissioner-At-Large, was duly elected to office without the necessity of an election; and

WHEREAS, the Mayor and Village Commission find that declaring the unopposed

candidates elected without the necessity of the conduct of an election is consistent with the Village Charter, the Village Code of Ordinances, and the Florida Election Code, and is in the best interest of the Village and its residents.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Declaring Candidates Elected. The Village Commission hereby declares that each of the following unopposed candidates have been duly elected to the following offices as members of the Village Commission, without the necessity of the conduct of an election for that office:

(a) Rachel Streitfeld, to the Office of Mayor, for a term of two years.

(b) Jorge Gonzalez, to the Office of Harbor Island Commissioner, for a term of four years.

(c) Goran Cuk, to the Office of Commissioner-At-Large, for a term of four years.

This declaration, in and of itself, does not provide for the foregoing individuals to assume their respective offices. Each individual shall be required to swear or affirm the appropriate oath and follow the necessary provisions of the Village Charter and Code of Ordinances in order to assume their respective offices.

Section 3. Installation of Elected Officials. Consistent with Section 5.13 of the Village Charter, the individuals declared elected in Section 2 shall be installed and shall enter upon the discharge of their duties at the meeting of the Village Commission to be held on Wednesday, November 4, 2026.

Section 4. Implementation. 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 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

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

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2025-006-02, PHASE II – CONSTRUCTION OF NORTH BAY VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27, TO KAST CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT AND EXPEND PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED $50,855,570.49; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the Resolution awarding RFP No. 2025-006-02 to KAST Construction Company Florida, LLC for construction of the Village Hall/Public Safety Complex and Miami-Dade County Fire Station No. 27.

BACKGROUND AND ANALYSIS

On July 8, 2025, North Bay Village (the "Village") issued Request for Qualifications No. 2025-006 ("RFQ 2025-006") seeking statements of qualification from contractors for the construction of the Village Hall and Public Safety Complex Project (the "Project"). RFQ 2025-006 was the first phase of the competitive solicitation for the Project. The Village received qualification packages from ten firms in response to RFQ 2025-006.

Following evaluation of the responses, the Evaluation Committee ranked five firms for participation in the second phase of the competitive selection process.

On October 21, 2025, the Village Commission adopted Resolution No. 2025-099 approving the following five firms to advance to Phase II:

- CORE Construction Services of Florida, LLC
- Gulf Building Corporation
- James P. Pirtle Construction Company, Inc.
- KAST Construction Company Florida, LLC
- West Construction, Inc.

The Village subsequently issued Request for Proposals No. 2025-006-02 to the five short-listed firms for Phase II of the competitive selection process. The RFP evaluated proposers based on their Master Project Approach Plan, Financial Proposal, including the Guaranteed Maximum Price ("GMP"), and Oral Presentation.

Proposals were received and publicly opened on September 16, 2026. Three of the five short-listed firms submitted proposals:

- Gulf Building Corporation – $44,999,107.00
- KAST Construction Company Florida, LLC – $48,778,723.00
- CORE Construction Services of Florida, LLC – $56,110,204.00

On October 6, 2026, the Evaluation Committee met to evaluate the proposals and hear oral presentations from the proposers. Following the presentations and evaluation, the Evaluation Committee established the following final rankings:

1. KAST Construction Company Florida, LLC
2. CORE Construction Services of Florida, LLC
3. Gulf Building Corporation

Based on the Evaluation Committee's final rankings and the results of the competitive selection process, the Village Manager recommends that the Village Commission award RFP No. 2025-006-02 to KAST Construction Company of Florida, LLC, for a total Project amount not to exceed $50,855,570.49, calculated as follows:

Description	**Amount**
Guaranteed Maximum Price (GMP)	$48,778,723.00
Alternates	$76,847.49
Allowances	$500,000.00
Owner's Contingency	$1,500,000.00
Total Maximum Project Authorization	**$50,855,570.49**

To review the full proposal submitted by KAST, select the link below:
* KAST Construction Company of Florida, LLC

The total authorization includes the GMP, along with alternates representing proposed additions or modifications to the base construction scope; allowances for anticipated costs

such as permits and fees, special inspections, audiovisual systems, and traffic signal preemption; and an Owner's Contingency reserved for unforeseen conditions or necessary changes that may arise during construction. These funds will be utilized only as needed and subject to the Village's review and approval in accordance with the Agreement.

The Resolution further authorizes the Village Manager to negotiate and execute the construction contract and to approve and execute change orders and other necessary contract modifications within the total authorized amount, including the use of applicable alternates, allowances, and Owner's Contingency, without further Commission approval. The total amount authorized under the construction contract shall not exceed $50,855,570.49 without further approval of the Village Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The Guaranteed Maximum Price (GMP) for construction is $48,778,723. KAST's Financial Proposal also provides for alternates, allowances, and an Owner's Contingency, bringing the total maximum Project authorization to $50,855,570.49. Funding is available from Developer Contributions, Miami-Dade County Fire contribution, and Village Hall General Obligation Bond proceeds. Total funding is available for the Project.

Financial Impact

The Village Hall project has identified total funding of $50,046,502, consisting of $38,334,284 in developer contributions, $7,425,000 in County Fire contributions through phased payments, and $4,287,218 in available General Obligation Bond (GOB) proceeds. An additional $682,000 in developer contributions is anticipated, pending approval of the amended El-Ad Development Agreement.

The FY 2026–2027 Adopted Budget includes an appropriation of $24,378,991 for the Village Hall project under GL Account 325-60-630-6201.

Based on the anticipated construction schedule, the Village does not expect to expend the full budgeted amount during FY 2026–2027. Actual expenditures will depend on construction progress and payment milestones, with remaining project costs anticipated to be incurred in subsequent fiscal years.

No additional appropriation is required at this time, as funding for anticipated FY 2026–2027 expenditures has already been included in the Adopted Budget.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Awarding RFP 2025-006-02 To Kast Construction
Summary of All Scores Sheet Final 10-6-2026.pdf
KAST Construction Co Presentation.pdf
Village Hall Project Funding.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REQUEST FOR PROPOSALS NO. 2025-006-02 CONSTRUCTION OF NORTH BAY VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27, TO KAST CONSTRUCTION COMPANY FLORIDA, LLC; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT AND EXPEND PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED $50,855,570.49; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 8, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-045, approving an agreement with Wannemacher Jensen Architects, Inc. (the "Architect") pursuant to Request for Qualifications No. 2022-005 for architectural and engineering design services (the "Design Services") for the Village Hall / Public Safety Complex & Miami-Dade County Fire Station No. 27 (the "Project") on Village-owned property located at 1335 79th Street Causeway (the "Property"); and

WHEREAS, on July 8, 2025, the Village issued Request for Qualifications No. 2025-006 (the "RFQ") seeking statements of qualification from potential contractors for the construction of the Project (the "Services"); and

WHEREAS, on September 2, 2025, an Evaluation Committee appointed by the Village Manager short-listed the respondents and ranked the firms in the following order: 1. CORE Construction Services of Florida, LLC; 2. James P. Pirtle Construction Company, Inc.; 3. KAST Construction Company Florida, LLC; 4. Gulf Building Corporation; and 5. West Construction Inc. (the "Short-Listed Firms"); and

WHEREAS, on October 21, 2025, the Village Commission adopted Resolution No. 2025-099 selecting the Short-Listed Firms for participation in the second phase of the competitive selection process for construction of the Project; and

WHEREAS, on May 11, 2026, the Village issued Request for Proposals No. 2025-006-002 (the "RFP") for Phase II of the competitive solicitation process; and

WHEREAS, proposals were received from three (3) of the Short-Listed Firms by the RFP deadline; and

WHEREAS, on October 6, 2026, the Evaluation Committee met to evaluate the

proposals and ranked the firms in the following order: 1. KAST Construction Company Florida, LLC; 2. CORE Construction Services of Florida, LLC; and 3. Gulf Building Corporation; and

WHEREAS, based on the Evaluation Committee's final ranking, the Village Manager recommends that the Village Commission award the RFP to KAST Construction Company Florida, LLC (the "Contractor") to perform the Services; and

WHEREAS, the Village Commission desires to authorize the Village Manager to negotiate and execute a construction contract with the Contractor for the Services (the "Agreement"), with a guaranteed maximum price (GMP) of and in an amount not to exceed $48,778,723; and

WHEREAS, the Village Commission further desires to authorize the Village Manager to execute any change orders and other necessary contract modifications for the Services without further Commission approval, subject to the contingencies ($1,500,000), allowances ($500,000), and alternates ($76,847.49), totaling $2,076,847.49; and

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

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

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

Section 2. Award. That the Village Commission hereby awards the Agreement to the Contractor to provide the Services for the Project. This award, in and of itself, does not vest the Contractor with any contractual rights, absent entering into an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and with a guaranteed maximum price (GMP) of and in an amount not to exceed $48,778,723, exclusive of contingencies ($1,500,000), allowances ($500,000), and alternates ($76,847.49) totaling $2,076,847.49. The Village Commission further authorizes the

Village Manager to execute any change orders and other necessary contract modification for the Services in an amount not to exceed $2,076,847.49. In the event the Village Manager is unable to negotiate a satisfactory agreement with the top-ranked contractor, then the Village Manager is authorized to negotiate an agreement with the next highest-ranked contractor in order of ranking until a mutually acceptable agreement is reached.

Section 4. Implementation. That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

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

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Bruno Bono

Summary of All Scores

RFP 2025-006-02
Constuction of Village Hall/Public Safety Complex & Miami-Dade County Fire Station No. 27

Evaluation Committee Score Sheet
Tuesday, October 6, 2026

RANKING AVERAGE									
Evaluator/Vendor	D Cardeso	N Livian	S Buckland	W Prendergast	M Gamiotea	R Hogg	S Bejar	Total	**Rank Av.**
CORE Construction	2	2	2	3	2	2	2	**15**	2
Gulf Building	3	3	3	2	3	3	3	**20**	3
KAST Construction	1	1	1	1	1	1	1	**7**	1

POINTS AVERAGE									
Evaluator/Vendor	D Cardeso	N Livian	S Buckland	W Prendergast	M Gamiotea	R Hogg	S Bejar	Total	**Points Av.**
CORE Construction	90	85	90	85	90	90	85	**616**	88.0
Gulf Building	90	85	90	90	85	85	80	**605**	86.4
KAST Construction	96	96	96	96	96	91	96	**668**	95.4

Certifier of Score *(Signatures)* **Date**

Annabelle Rodriguez, North Bay Village, Grant and Procurement Accountant — 10/6/2026

Kristina Brown, North Bay Village, Procurement and Project Support — 10/6/2026



1

NBV100

North Bay Village
HEART OF THE BAY
W E L C O M E

BUILDING THE NEXT 25 YEARS OF NORTH BAY VILLAGE

LIVABILITY | RESILIENCE | PROSPERITY

KAST understands this project is more than a new Village Hall, Public Safety Complex and Fire Station.
It is part of NBV100's vision for a more livable, resilient and prosperous North Bay Village.

NBV100	WHAT KAST IS ALREADY DOING
LIVABILITY	Building a civic facility around the people who serve and live in NBV
RESILIENCE	Dewatering, environmental conditions, utilities, constructability, durable systems
PROSPERITY	Responsible public investment, VE/DPO savings, competitive procurement, lifecycle value

2

PROJECT LEADERSHIP



MO MILLO
SVP | DIVISION LEADER



NEIL LEVY
VP | OPERATIONS



TY PARRINO
VP | PRECONSTRUCTION



JIM RHINEHART
VP | CIVIC & MUNICIPAL



ERIC HYNES
PROJECT EXECUTIVE



JASON BOWDEN
PROJECT MANAGER



SCOTT LARSON
SR. PRECONSTRUCTION MGR.



DARIN WOLFE
GENERAL SUPERINTENDENT



RYAN MINK
VP | QUALITY MANAGEMENT



VANESSA VALLADARES
PROJECT COORDINATOR

3

LARGEST MIAMI-DADE CM AT RISK CONTRACTOR

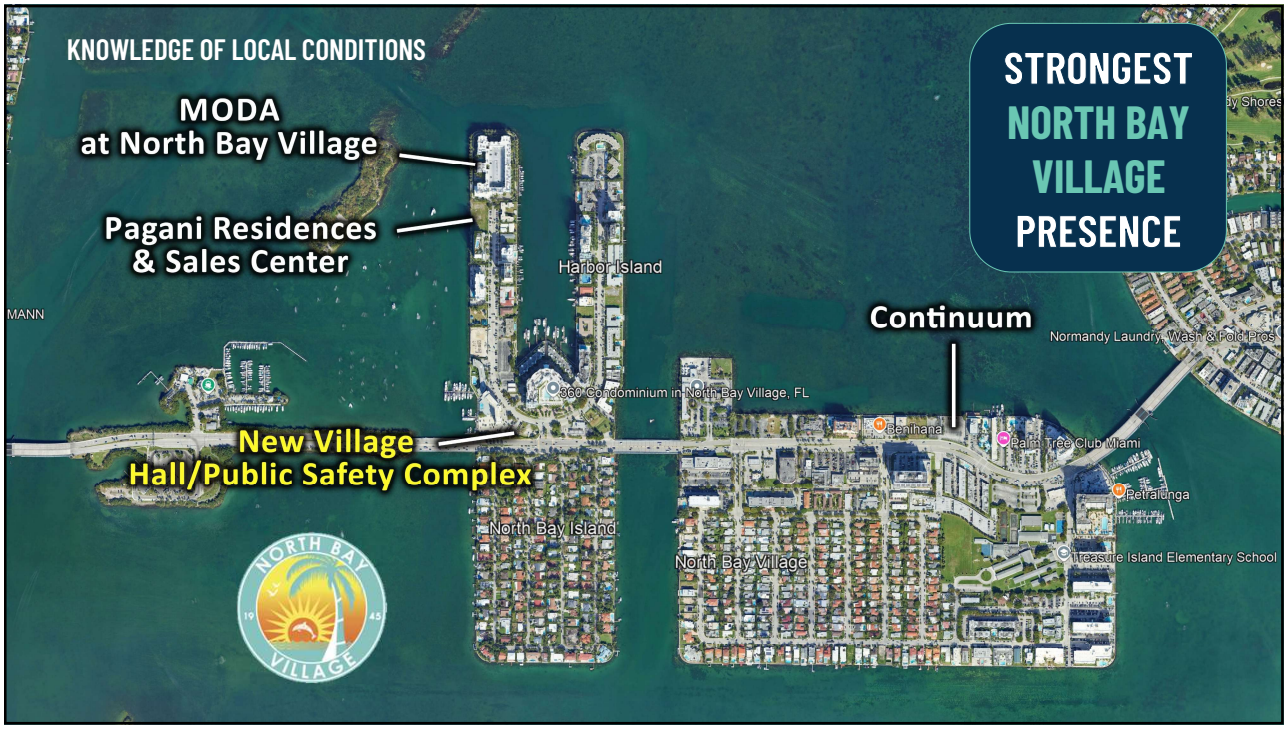
KAST has Awarded over $9 BILLION in Sub-Contracts, and has a pool of over 3,000 Prequalified Subcontractors.



BENEFITS TO NBV

- Purchasing Power
- Lower Costs
- Tighter Schedules

4


KNOWLEDGE OF LOCAL CONDITIONS
MODA
at North Bay Village
Pagani Residences
& Sales Center
STRONGEST
NORTH BAY
VILLAGE
PRESENCE
Harbor Island
Continuum
MANN
Normandy Laundry, Wash & Fold Pros
360 Condominium in North Bay Village, FL
Benihana
Palm Tree Club Miami
New Village
Hall/Public Safety Complex
Retrolunga
North Bay Island
North Bay Village
Treasure Island Elementary School

5


KAST
construction

6

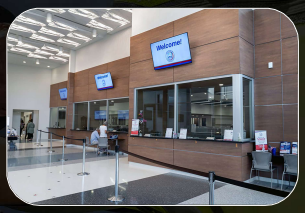
SIZE MATTERS - EXPERIENCE AND EXECUTION MATTER MORE

200+ PROJECTS | 150 MILLION SF | $10+ BILLION

OVER 2 MILLION SF
OF MUNICIPAL EXPERIENCE

- LARGE & COMPLEX PROJECT EXECUTION
- PROVEN QUALITY SYSTEMS
- EXTENSIVE CORPORATE RESOURCES
- TIGHT SITE EXPERTS
- DE-WATERING EXPERTS









7

FAMILIARITY WITH DESIGN TEAM

WA architects | WOLFBERG ALVAREZ & PARTNERS | DDA ENGINEERS, P.A. | A·D·A ENGINEERING | LONGITUDE SURVEYORS



WJA & KAST MOST RECENTLY COMPLETED FIRE STATION #22, THE NEW PROTOTYPE FOR PALM BEACH COUNTY



WA & KAST ARE CURRENTLY BUILDING MAST @ FIU

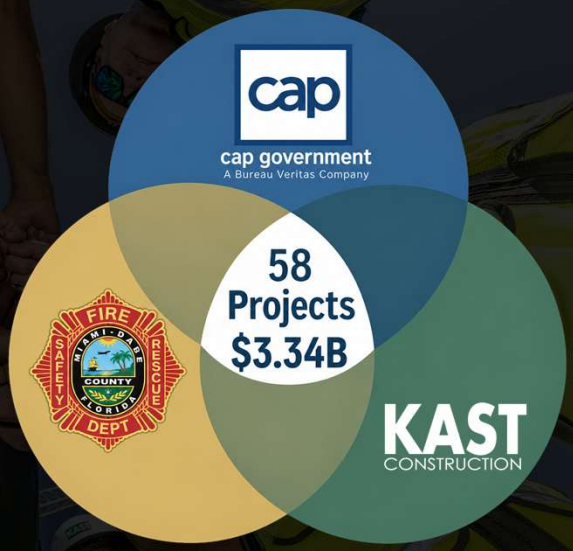


SEVERAL OTHER PROJECTS WITH CONSULTANTS

8

FAMILIARITY WITH AHJ

KAST team members have completed **58 PROJECTS** with a combined value of **$3.34 BILLION** for the Miami-Dade County Fire Department and CAP Government.



9

PROJECT TEAM

EXECUTIVE TEAM

MODESTO MILLO
SVP | DIVISION LEADER

NEIL LEVY
VP OF OPERATIONS

PRECONSTRUCTION

TY PARRINO
VP PRECONSTRUCTION

SCOTT LARSON
SENIOR PRECONSTRUCTION MANAGER

30 PERSON PRECONSTRUCTION TEAM

CONSTRUCTION

ERIC HYNES
PROJECT EXECUTIVE

JASON BOWDEN
PROJECT MANAGER

DARIN WOLFE
GENERAL SUPERINTENDENT

VANESSA VALLADARES
PROJECT ADMINISTRATOR

SUPPORT

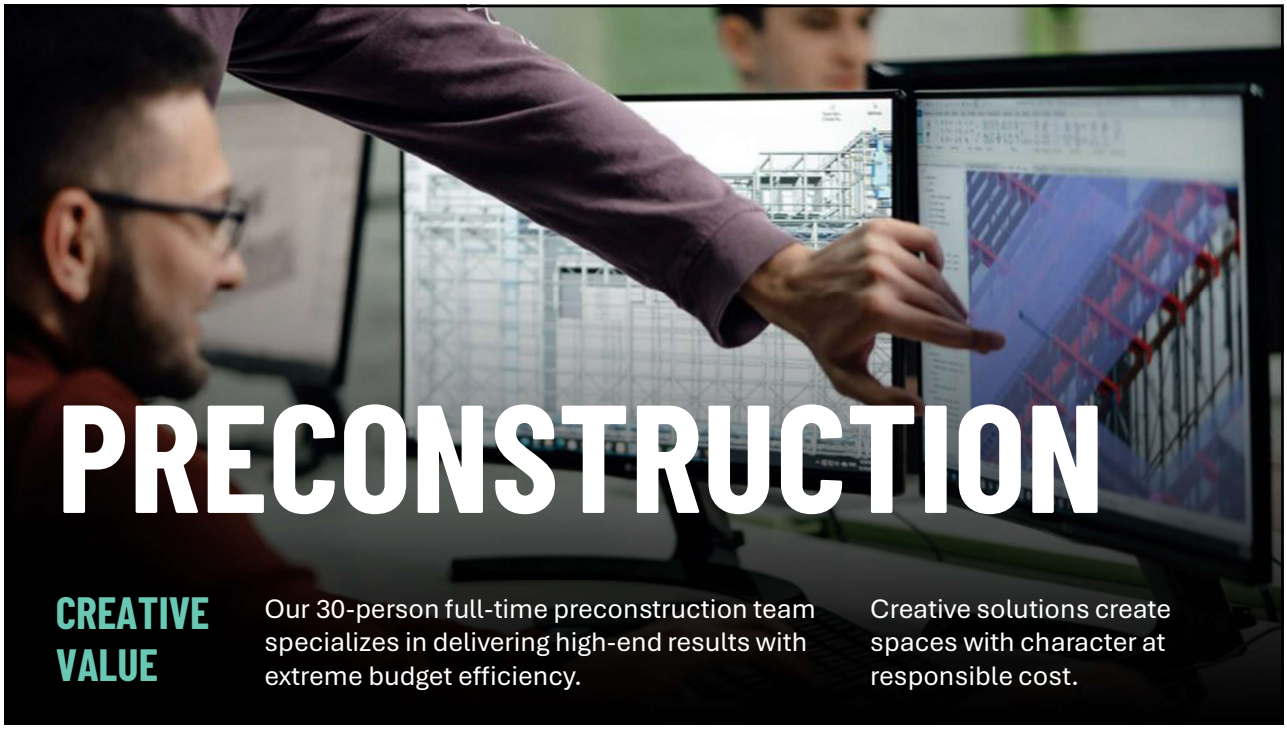
ZACH NEUROHR
SAFETY DIRECTOR

RYAN MINK
DIRECTOR OF QUALITY CONTROL

JEFF MILO
VP OF SCHEDULING

ROBERT SLOYER
VP OF INNOVATION & STRATEGIC SERVICES

10


PRECONSTRUCTION
CREATIVE VALUE
Our 30-person full-time preconstruction team specializes in delivering high-end results with extreme budget efficiency.
Creative solutions create spaces with character at responsible cost.

11


KAST'S IN-HOUSE PRECONSTRUCTION DEPARTMENT
Army of In-House Preconstruction Pros – Over 30 Team Members
Ty Parrino
VP of Preconstruction

12

COST CONTROL & VALUE ENGINEERING

THE SUCCESSFUL APPLICATION OF THE VALUE ENGINEERING PROCESS CAN SAVE THE OWNER SUBSTANTIAL DOLLARS.

- Average cost savings over 10%
- Document conflicts identified & corrected
- Subcontractor input, buy into scope & schedule
- Reduced schedule delays
- Reduced change orders
- No surprises

TYPICAL VE ITEM / COST SAVINGS ITEMS

- Substitute Manufacturers and/or Products
- Analyze the current structural design



PBC SOE
7% VE



Westminster Academy
27% VE



KIA Hollywood
20% VE

13

KAST BUDGET

- RESPONSIBLE
- COMPLETE
- DEPENDABLE

RESPONSIBLE - COMPLETE - DEPENDABLE

YOUR VISION OUR MISSION | KAST CONSTRUCTION

Line #	CSI Division	Division	Amount ($)
1	01	General Conditions	$ 5,070,025.52
2	01	AIPP Coordination	$ -
3	01	Builder's Risk	$ 660,000.00
4	01	Contractor Profit	included below
5	01	General Liability	$ 482,957.65
6	01	Overhead and Profit	$ 3,239,307.73
7	01	Special Inspections	$ 23,350.00
8	03	Concrete	$ 11,542,152.80
9	05	Structural Steel	$ 1,040,197.00
10	06	Carpentry	$ 242,440.00
11	07	Fireproofing	$ 19,900.00
12	07	Insulation	$ 106,200.00
13	07	Roofing	$ 370,347.00
14	07	Waterproofing	$ 334,390.00
15	08	Bullet resistant Walls, Glass, and Doors	$ 197,800.00
16	08	Doors & Frames	$ 987,271.00
17	08	Glass and Glazing	$ 1,503,453.00
18	08	Louvers and Vents	in HVAC
19	09	Acoustical Ceilings and Wall Panels	$ 265,270.00
20	09	Flooring	$ 719,722.00
21	09	Framing and Drywall	$ 1,502,398.00
22	09	Painting	$ 409,574.00
23	12	FF&E Fire Department	
24	12	FF&E Police Department	
25	12	FF&E Remainder	$ 847,787.00
26	13	Flex Façade	$ 4,518,494.00
27	14	Elevator	$ 913,009.00
28	21	Fire Suppression	$ 718,300.00
29	22	Plumbing Rough	$ 966,420.00
30	22	Plumbing Trim and Fixtures	$ 149,275.00
31	23	HVAC Rough	$ 1,435,833.00
32	23	HVAC Trim and Equipment	$ 861,500.00
33	26	Electrical Rough	$ 2,133,050.00
34	26	Electrical Trim and Fixture	$ 930,000.00
35	26	Generator	$ 1,180,800.00
36	27	BDA system	$ 250,000.00
37	27	F.S. Digital Recall/Alerting System	$ 200,000.00
38	27	Low Voltage	$ 622,725.00
39	27	Roof top Radio Antenna system	$ 49,350.00
40	28	Access Control	$ 262,075.00
41	32	Final Grade & Landscaping	$ 3,843,935.00
42	33	Utility Connections	$ 179,414.00
		Total Guaranteed Maximum Price	**$ 48,778,723.00**

KAST PROVIDES TRANSPARENT, DEPENDABLE PRICING WITH NO UNEXPECTED COSTS.

14

A RESPONSIBLE PRICE. *ONE THAT RESPECTS THE PUBLIC INVESTMENT.*

THOROUGH SUBCONTRACTOR SELECTION

We carefully evaluate subcontractor scope, experience, financial strength, and bid completeness.

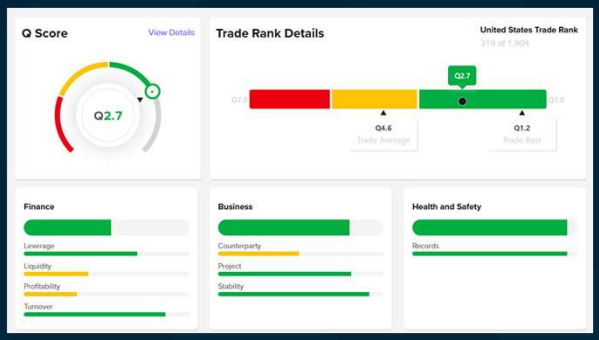
COMPETITIVE, WELL-VETTED BIDDING

Multiple bids per trade (12 in some cases) provide greater visibility into true market costs and help validate our pricing.

KAST SUPPORT TEAMS AND LEADERSHIP INVOLVEMENT

KAST support departments and leadership have already reviewed project specifics to ensure comprehensive delivery.

COMPASS



15

A COMPLETE PRICE. *NO SURPRISES.*

COMPLETE SUBCONTRACTOR SCOPE

We ensure a complete price by writing trade specific scopes, identifying project specific trades, and contacting manufacturers to obtain pricing.

COMPLETE PROJECT CONDITIONS

Our team reviews the documents through internal meetings, evaluating site conditions and utilizing similar projects to capture job requirements



16

A DEPENDABLE PRICE. *ONE YOU CAN TRUST.*

EXPERIENCE THAT PROTECTS YOUR BUDGET

From specialized site conditions to complex logistics, we account for the realities of building the project before construction begins.

FAMILIARITY WITH VILLAGE & PROJECT TYPE

Our teams past and current experience working in North Bay Village provides unmatched reliability.

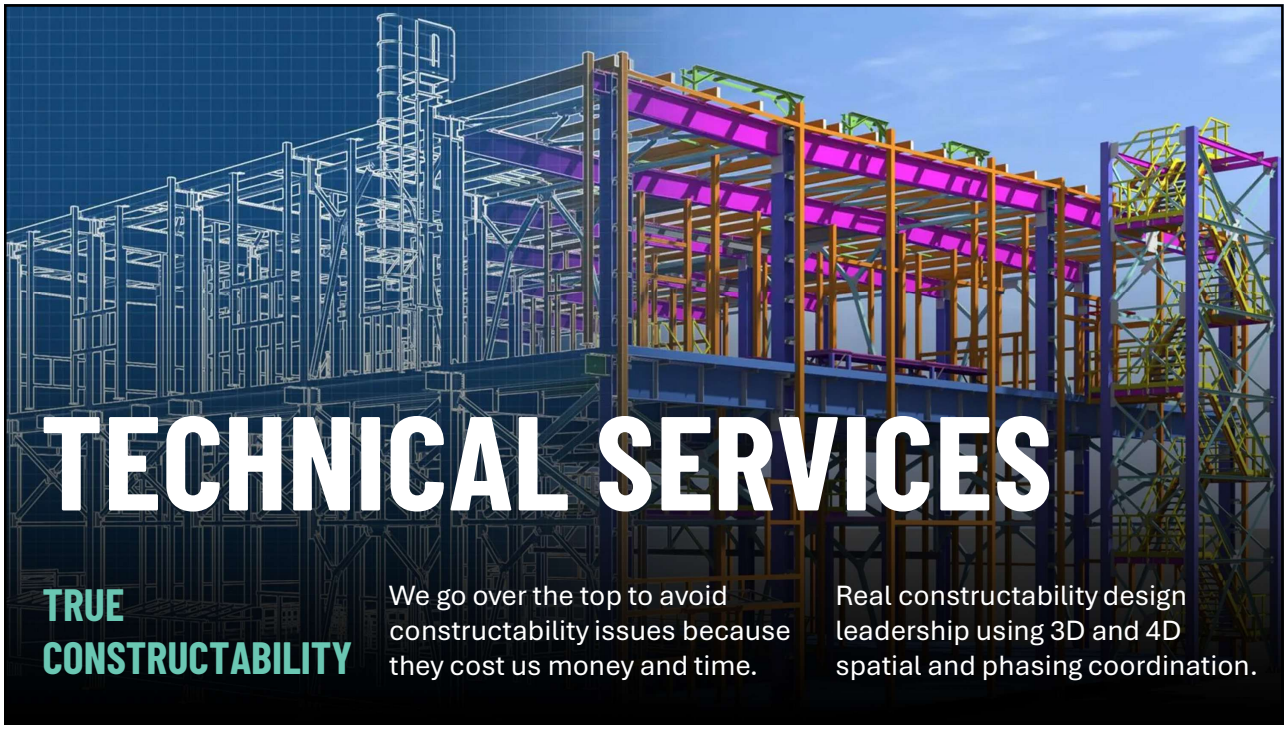
THE KAST DIFFERENCE:

OUR GOAL ISN'T TO PROVIDE THE LOWEST NUMBER TODAY.

IT'S TO PROVIDE A PRICE YOU CAN RELY ON TOMORROW.



17



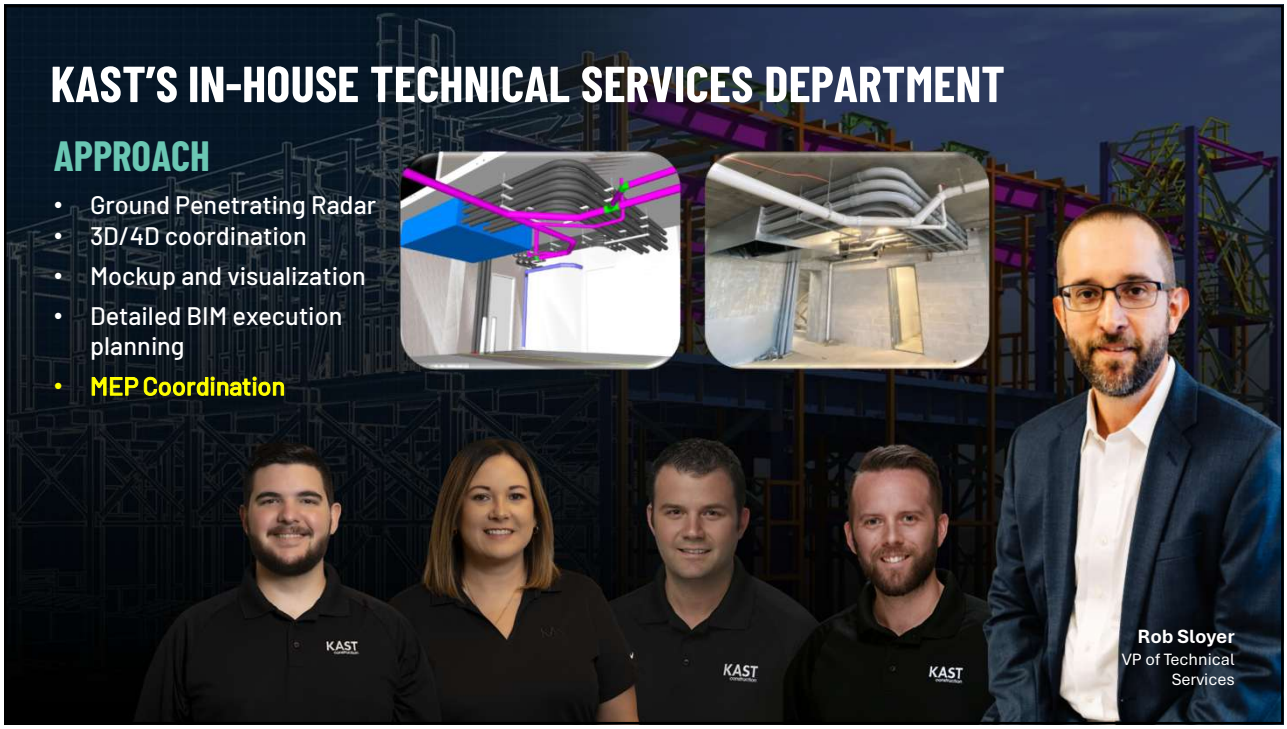
TECHNICAL SERVICES

TRUE CONSTRUCTABILITY

We go over the top to avoid constructability issues because they cost us money and time.

Real constructability design leadership using 3D and 4D spatial and phasing coordination.

18


KAST'S IN-HOUSE TECHNICAL SERVICES DEPARTMENT
APPROACH
• Ground Penetrating Radar
• 3D/4D coordination
• Mockup and visualization
• Detailed BIM execution planning
• MEP Coordination
Rob Sloyer
VP of Technical Services

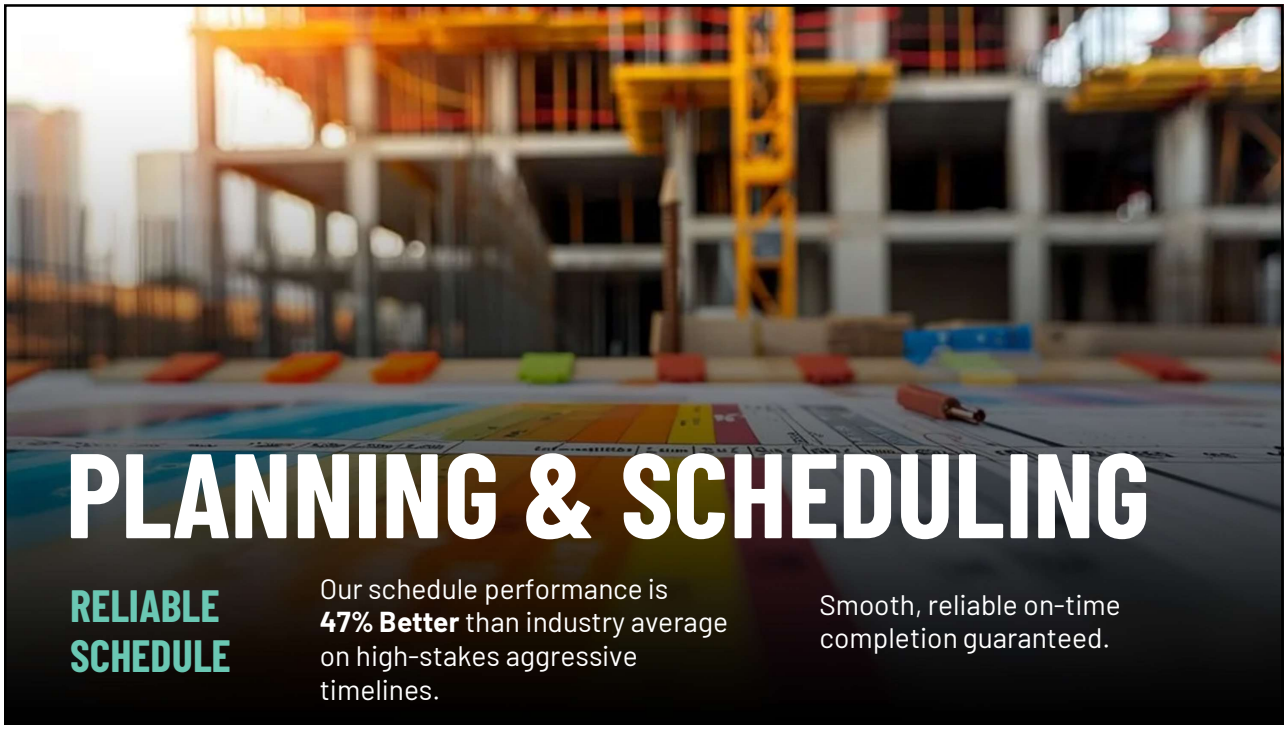
19


SAFETY & SECURITY
SAFETY DISCIPLINE
Safety is KAST's #1 Priority on ALL Projects
Safety you can count on for our people and yours.

20


KAST'S IN-HOUSE SAFETY DEPARTMENT
KAST APPROACH
• Weekly safety inspections
• Preconstruction Safety Review
• Pre-Work Meeting Structure
• Checklists
• Sunshine State Safety Awards
• Safety Stars & Stripes
• Hurricane Preparedness Plan
• RIR 0.67 vs Industry Avg 3.4
SAFETY GOLD STAR
KAST
construction
SAFETY LEADS THE WAY
Zach Neurohr
Safety Director

21


PLANNING & SCHEDULING
RELIABLE SCHEDULE
Our schedule performance is **47% Better** than industry average on high-stakes aggressive timelines.
Smooth, reliable on-time completion guaranteed.

22

KAST'S IN-HOUSE SCHEDULING DEPARTMENT

KAST APPROACH

- Made Around Your Working Hours and Limitations
- Made Around Your Deadlines
- Cost & Resource Loaded Schedule Experts
- **We Deliver a Quality Product On Time. Every Time.**

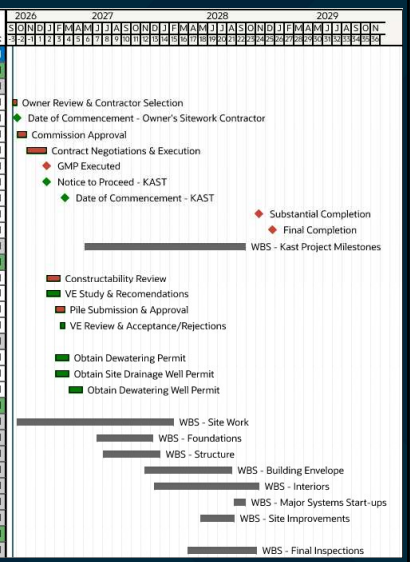


Jeff Milo
VP of Scheduling

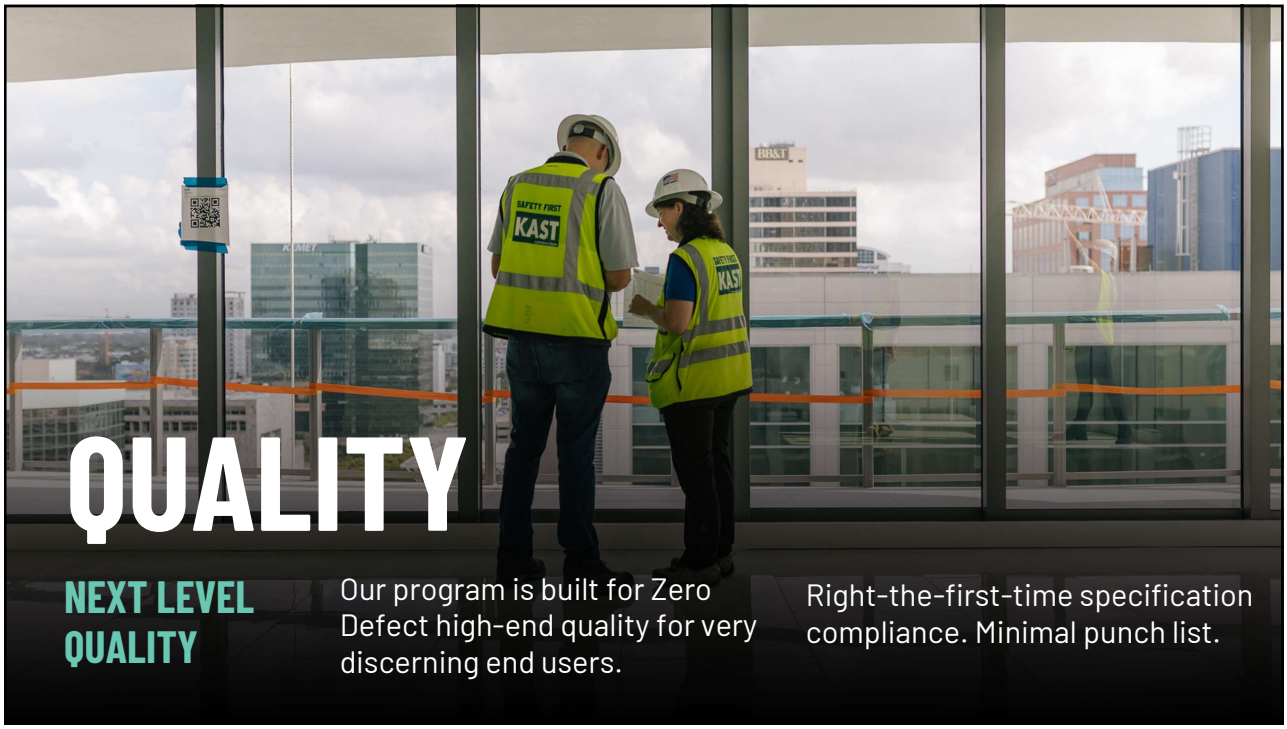
23

NBV PUBLIC SAFETY COMPLEX AND FIRE STATION NO.27

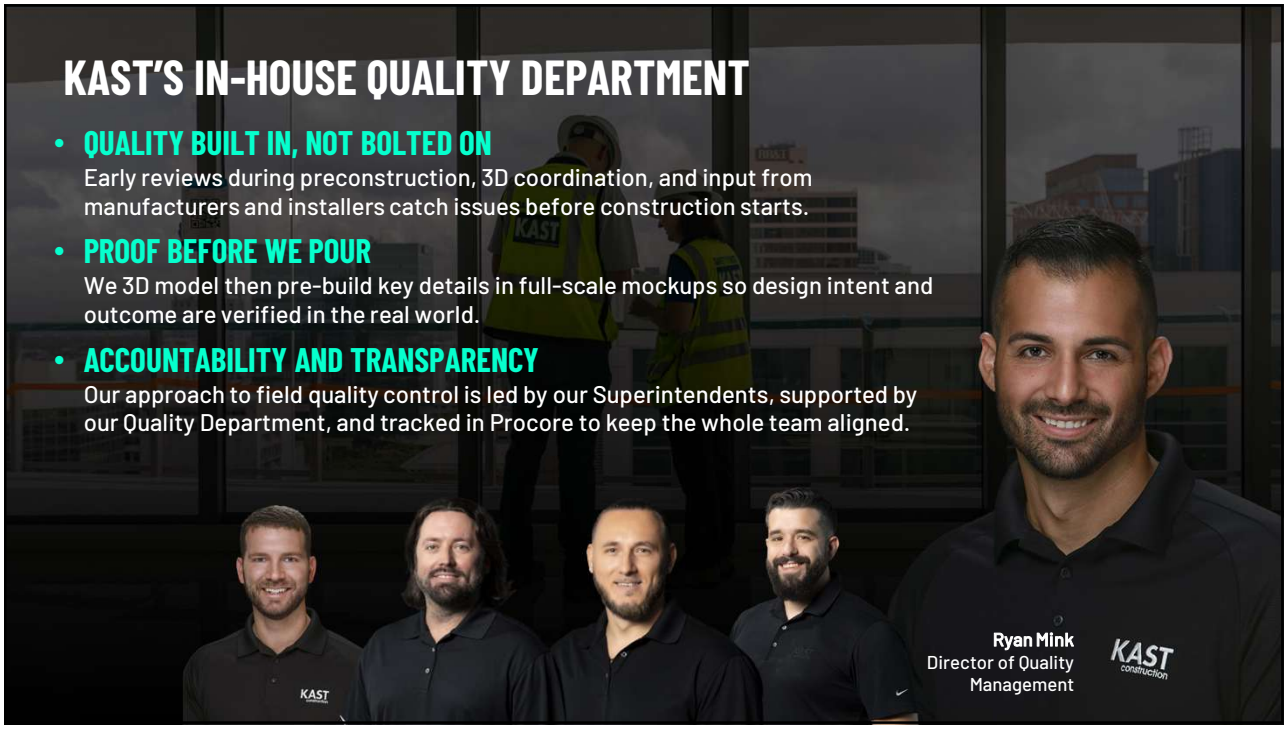
ID	Name	Planned Dur.	Rem Dur.	Start	Finish	Total Float
WBS - North Bay Village Hall & Safety Complex		580d	580d	16-Sep-26	23-Dec-28	0d
WBS - Milestones		580d	580d	16-Sep-26	23-Dec-28	0d
WBS - Contractual Milestones		580d	580d	16-Sep-26	23-Dec-28	0d
A1000	Owner Review & Contractor Selection	16d	16d	16-Sep-26	01-Oct-26	0d
CM0010	Date of Commencement - Owner's Sitework Contractor	0d	0d	02-Oct-26		95d
A2580	Commission Approval	22d	22d	02-Oct-26	02-Nov-26	0d
A2530	Contract Negotiations & Execution	41d	41d	03-Nov-26	04-Jan-27	0d
A2550	GMP Executed	0d	0d		04-Jan-27	0d
A2540	Notice to Proceed - KAST	0d	0d	05-Jan-27 C		28d
CM0001	Date of Commencement - KAST	0d	0d	02-Mar-27		462d
CM9010	Substantial Completion	0d	0d		08-Nov-28	0d
CM90012	Final Completion	0d	0d		23-Dec-28	0d
WBS - Kast Project Milestones		511d	511d	05-May-27	27-Sep-28	87d
WBS - Preconstruction		80d	80d	05-Jan-27	26-Apr-27	424d
A2470	Constructability Review	30d	30d	05-Jan-27	15-Feb-27	0d
A2480	VE Study & Recomendations	30d	30d	05-Jan-27	15-Feb-27	2d
A2390	Pile Submission & Approval	20d	20d	02-Feb-27	01-Mar-27	0d
A2490	VE Review & Acceptance/Rejections	10d	10d	16-Feb-27	01-Mar-27	2d
WBS - Permitting		60d	60d	02-Feb-27	26-Apr-27	424d
A2420	Obtain Dewatering Permit	30d	30d	02-Feb-27	15-Mar-27	37d
A2500	Obtain Site Drainage Well Permit	30d	30d	02-Feb-27	15-Mar-27	452d
A2430	Obtain Dewatering Well Permit	30d	30d	16-Mar-27	26-Apr-27	422d
WBS - Construction		537d	537d	02-Oct-26	08-Nov-28	31d
WBS - Site Work		347d	347d	02-Oct-26	11-Feb-28	221d
WBS - Foundations		125d	125d	11-Jun-27	07-Dec-27	56d
WBS - Structure		126d	126d	02-Jul-27	30-Dec-27	0d
WBS - Building Envelope		194d	194d	11-Nov-27	15-Aug-28	91d
WBS - Interiors		233d	233d	13-Dec-27	08-Nov-28	31d
WBS - Major Systems Start-ups		25d	25d	23-Aug-28	27-Sep-28	5d
WBS - Site Improvements		75d	75d	08-May-28	22-Aug-28	35d
WBS - Closeout		155d	155d	27-Mar-28	01-Nov-28	5d
WBS - Final Inspections		155d	155d	27-Mar-28	01-Nov-28	5d



24


QUALITY
NEXT LEVEL QUALITY
Our program is built for Zero Defect high-end quality for very discerning end users.
Right-the-first-time specification compliance. Minimal punch list.

25


KAST'S IN-HOUSE QUALITY DEPARTMENT
• QUALITY BUILT IN, NOT BOLTED ON
Early reviews during preconstruction, 3D coordination, and input from manufacturers and installers catch issues before construction starts.
• PROOF BEFORE WE POUR
We 3D model then pre-build key details in full-scale mockups so design intent and outcome are verified in the real world.
• ACCOUNTABILITY AND TRANSPARENCY
Our approach to field quality control is led by our Superintendents, supported by our Quality Department, and tracked in Procore to keep the whole team aligned.
Ryan Mink
Director of Quality Management
KAST construction

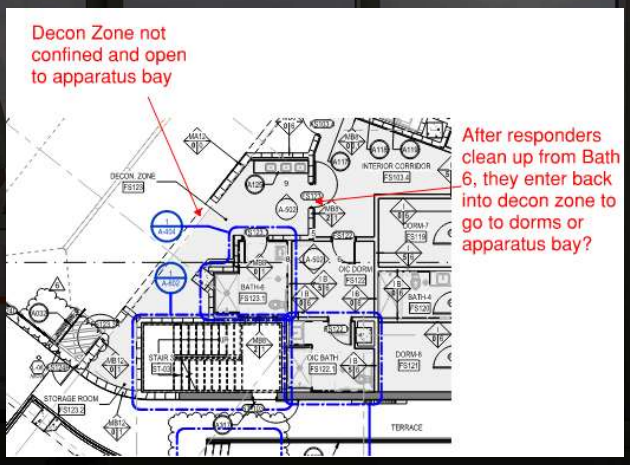
26

KAST'S IN-HOUSE QUALITY DEPARTMENT

35 ITEM CONSTRUCTABILITY REPORT ALREADY COMPLETE

ITEMS TO REVIEW WITH OWNERSHIP AND DESIGN

- **Decon Zone is not currently confined from apparatus bay.**
- Review which spaces require soundproofing/isolation.
- Incorporate rounded corners where possible for police carrying firearms on hips.



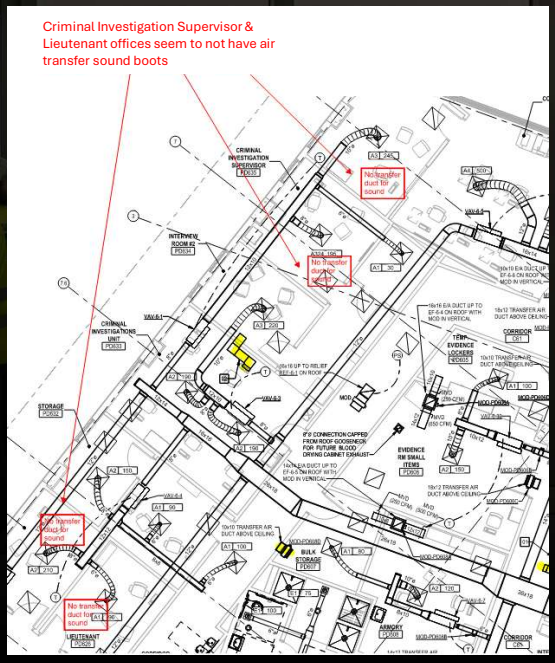
27

KAST'S IN-HOUSE QUALITY DEPARTMENT

35 ITEM CONSTRUCTABILITY REPORT ALREADY COMPLETE

ITEMS TO REVIEW WITH OWNERSHIP AND DESIGN

- Decon Zone is not currently confined from apparatus bay.
- **Review which spaces require soundproofing/isolation.**
- Incorporate rounded corners where possible for police carrying firearms on hips.



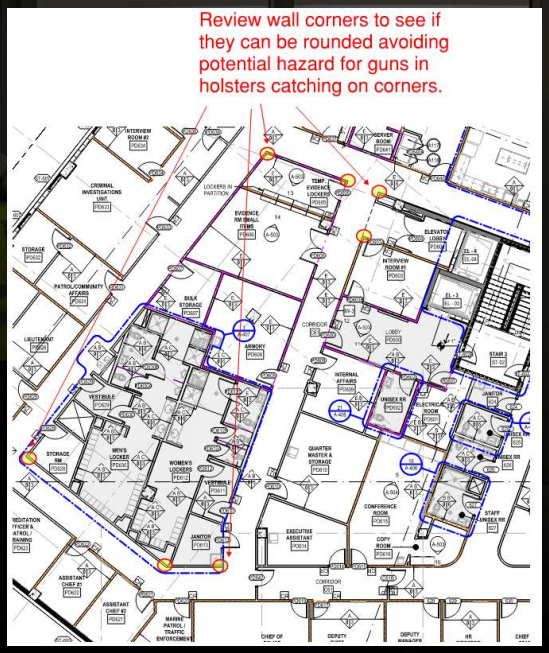
28

KAST'S IN-HOUSE QUALITY DEPARTMENT

35 ITEM CONSTRUCTABILITY REPORT ALREADY COMPLETE

ITEMS TO REVIEW WITH OWNERSHIP AND DESIGN

- Decon Zone is not currently confined from apparatus bay.
- Review which spaces require soundproofing/isolation.
- **Incorporate rounded corners where possible for police carrying firearms on hips.**



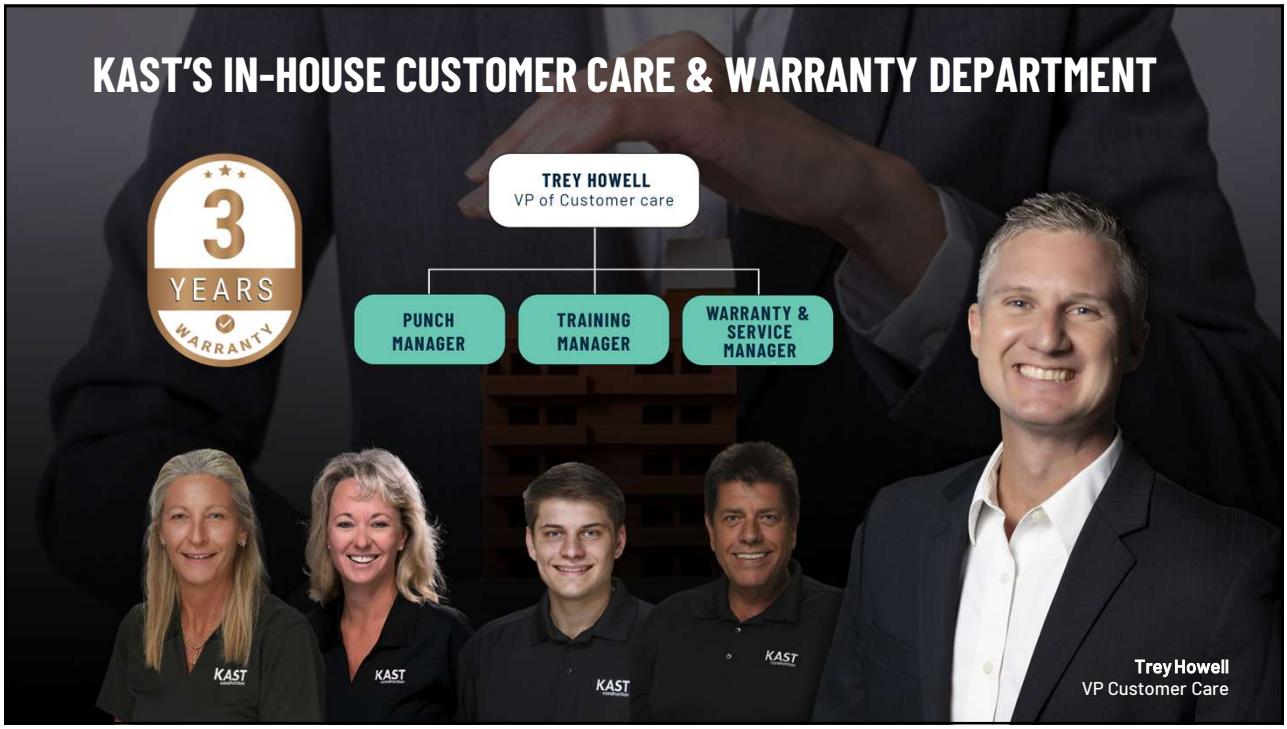
29

CUSTOMER CARE & WARRANTY

LONGEVITY We have built dedicated teams for warranty and service and secure extended coverage on all our subs.

3-Year Warranty, served by a full-time Customer Care team.

30


KAST'S IN-HOUSE CUSTOMER CARE & WARRANTY DEPARTMENT
3 YEARS WARRANTY
TREY HOWELL
VP of Customer care
PUNCH MANAGER
TRAINING MANAGER
WARRANTY & SERVICE MANAGER
Trey Howell
VP Customer Care

31


HOW WE EXECUTE YOUR PROJECT

32

HOW WE EXECUTE YOUR PROJECT – *WE'VE ALREADY STARTED*

EARLY CONTRACT BUYOUT
- Eliminating Potential Escalation

PRIORITIZING LONG LEAD EQUIPMENT AND MATERIAL
- Meeting Critical Schedule Deadlines

SCHEDULE ALL PREINSTALL MEETINGS AND MOCKUPS
- Allowing Ownership and Design Input

LEVERAGE SUBCONTRACTOR EXPERTISE
- Potential VE Savings of $500,000+

NBV SAFETY COMPLEX AND VILLAGE HALL MATERIAL AND EQUIPMENT PROCUREMENT LOG

Spec Section	Section Title	Submittal Type	Required On Site	Lead Time WKS	Required to be Submitted
023710	Auger Cast Grout Piles	PD / SD	4/1/2027	10	1/21/2027
033816	Unbonded Post-Tensioned Concrete	PD / SD	8/2/2027	8	6/7/2027
081416	Wood Doors	PD / SD	6/26/2028	12	4/3/2028
083500	Four-Fold Exterior Doors	PD / SD	5/8/2028	24	11/22/2027
084113	Aluminum-Framed Entrances and Storefronts	PD / SD / CALCS	2/28/2028	20	10/11/2027
085653	Security Windows	ACTION / INFO	2/28/2028	24	9/13/2027
088000	Glazing	PD / SAMPLES	2/28/2028	20	10/11/2027
142100	Electric Traction Elevators	PD/ SD	1/27/2028	24	8/12/2027
213113	Electric-Drive, Centrifugal Fire Pumps	ACTION / SD/ WARRANTY	2/28/2028	14	11/22/2027
233600	Air Terminal Units	INFO/ Maintenance	2/1/2028	12	11/9/2027
236200	Air Cooled Condensing Units	PD/ SD	2/1/2028	8	12/7/2027
237413	Roof Mounted Single Package Air Conditioning Units	PD/ SD	2/1/2028	24	8/17/2027
237701	DX Air Handling Units	PD/ SD	2/1/2028	12	11/9/2027
262413	Switchboards	PD	2/4/2028	24	8/20/2027
262416	Panelboards	PD	2/4/2028	12	11/12/2027
263213	Standby Emergency Generator	PD/ SD/ Warranty	3/1/2028	32	7/21/2027
263623	Automatic Transfer Switch	SD	3/1/2028	24	9/15/2027
265100	Lighting Fixtures	PD/ PHOTOMETRICS/ SD	2/11/2028	24	8/27/2027
283100	Fire Alarm Detection System	PD/ SD/ CERT	3/1/2028	16	11/10/2027
346013	Electric Vehicle Charging Station	PD/ SD	3/1/2028	24	9/15/2027

33

HOW WE EXECUTE YOUR PROJECT – *WE'VE ALREADY STARTED*

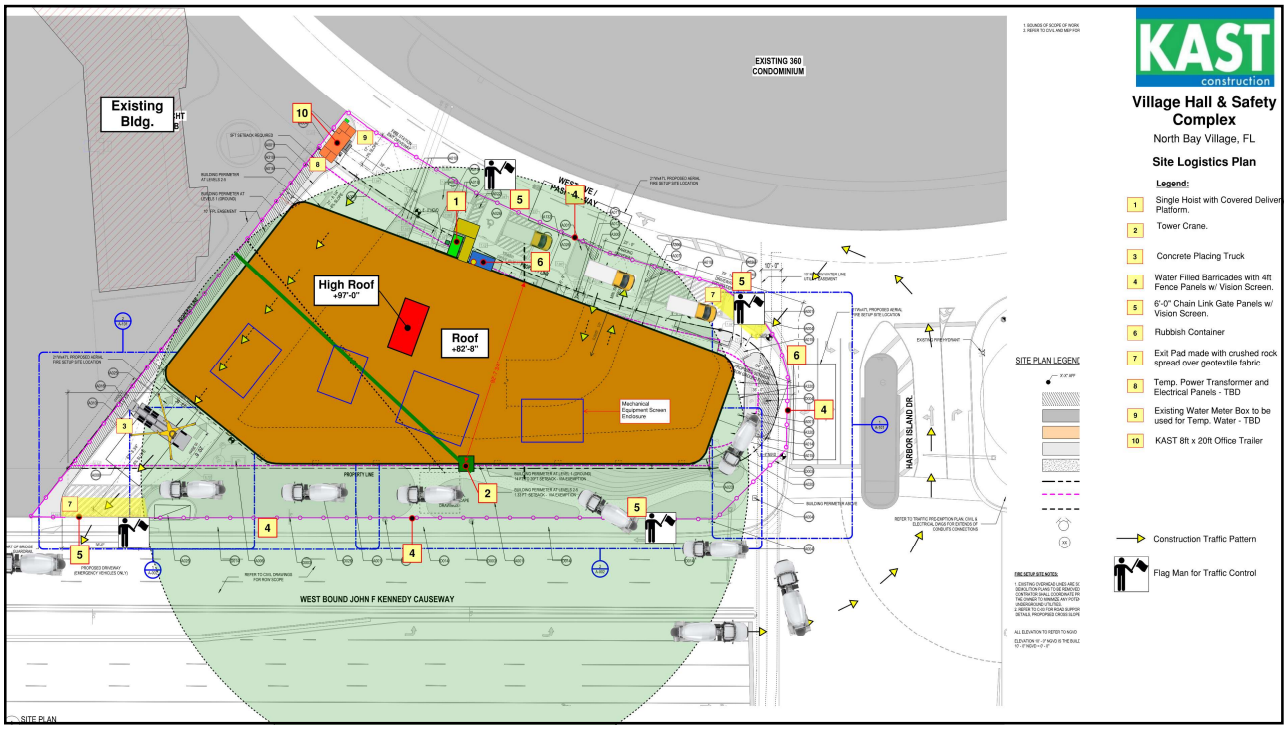
ALL DPO OPPORTUNITIES IDENTIFIED

- Early identification of items to make decisions on what will be purchased through DPO program.
- Our commitment is $500,000 in savings
- $8M in Material & Equipment
- Take ownership of verifying material is on site for items billed/invoiced for.
- Accurately track original DPO / PO values.



Vanessa Valladares
Project Administrator

34


Existing Bldg.
EXISTING 360 CONDOMINIUM
High Roof +97'-0"
Roof +82'-8"
Mechanical Equipment Screen Enclosure
HARBOR ISLAND DR.
WEST BOUND JOHN F KENNEDY CAUSEWAY
SITE PLAN
KAST construction
Village Hall & Safety Complex
North Bay Village, FL
Site Logistics Plan
Legend:
1 Single Hoist with Covered Deliver Platform.
2 Tower Crane.
3 Concrete Placing Truck
4 Water Filled Barricades with 4ft Fence Panels w/ Vision Screen.
5 6'-0" Chain Link Gate Panels w/ Vision Screen.
6 Rubbish Container
7 Exit Pad made with crushed rock spread over geotextile fabric
8 Temp. Power Transformer and Electrical Panels - TBD
9 Existing Water Meter Box to be used for Temp. Water - TBD
10 KAST 8ft x 20ft Office Trailer
SITE PLAN LEGEND
Construction Traffic Pattern
Flag Man for Traffic Control

35


JFK CAUSEWAY
ELE-ELE
ELEE
ELE
ELE
ELE

36



37



38



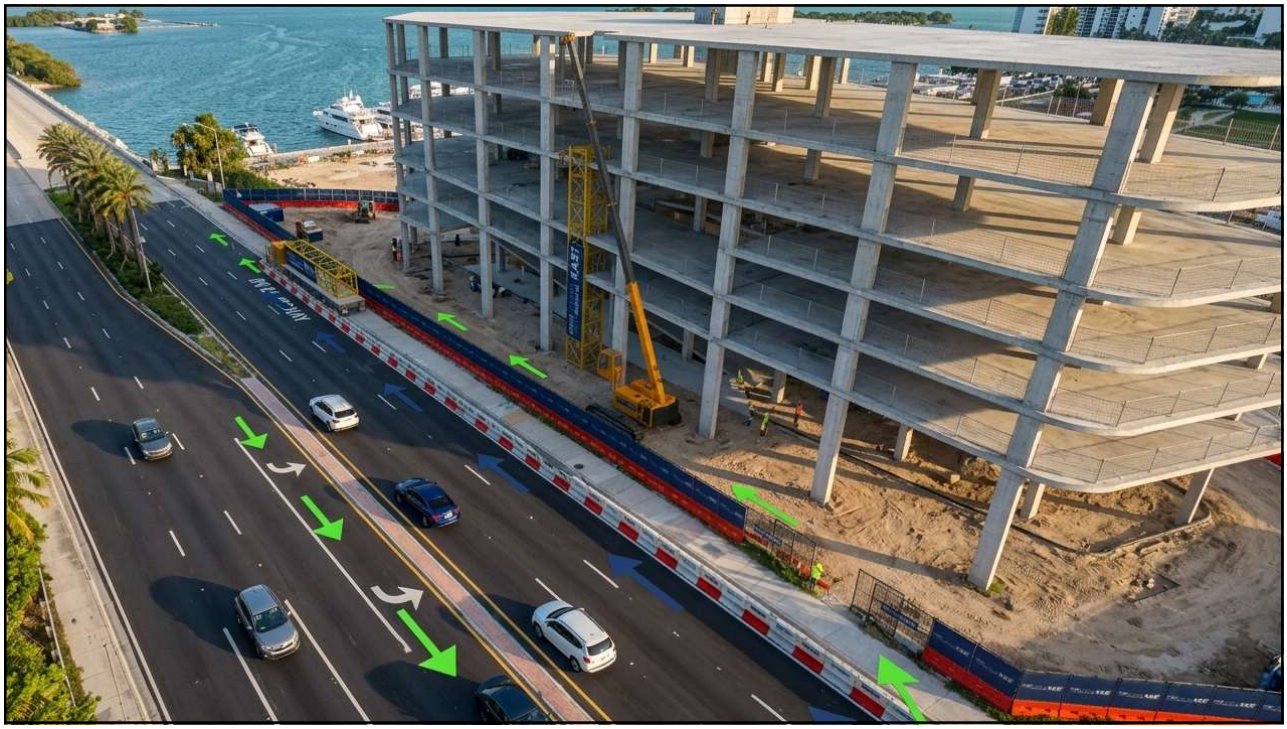
39



40



41



42



43



44


YOUR VISION
OUR MISSION
KAST
CONSTRUCTION
WHY KAST?
NO LEARNING CURVE
SCHEDULE RELIABILITY
COST CERTAINTY
NBV PARTNERS WITH SHARED VISION
NBV

45

VILLAGE HALL FUNDING SYNOPSIS

DEVELOPER CONTRIBUTIONS FOR VILLAGE HALL

AS OF 10/06/26 SPREADSHEET

1.	Total Receipts To-date	$38,334,284.00
2.	Developer Contributions in Bank Account	(30,816,894.00)
3.	Balance Avail on 9/22/26 Spreadsheet	7,517,390.00
4.	Funds not formerly added on Spreadsheet	+682,000.00-ElAd
5.	Future Amended balance on Spreadsheet	8,199,390.00 *
6.	Total Avail for Village Hall as of 9/22/26	$38,334,284.00

*Total Pending approval of amended El Ad DA $39,016,284.00

ALL FUNDING SOURCES

1.	Developer Contributions-Received to Date	$38,334,284.00
2.	County Fire Contribution-Phased Payments	7,425,000.00
3.	Village Hall GOB Balance-Available now	4,287,218.00
	TOTAL	$50,046,502.00

LOW BIDDER - $44,999,107.00

NEXT BIDDER - $48,778,723

NEXT BIDDER - $56,110,204

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

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

BACKGROUND AND ANALYSIS

This is a follow up agenda item to the resolution adopted on June 29, 2026. After discussion, the Village Commission approved a revised fee schedule on June 29, 2026, but requested that the fee schedule be further reviewed and presented to the Commission again at the July 2026 meeting.

The proposed resolution seeks to amend the North Bay Village Master Fee Schedule, "Building and Permit Fees" section.

This fee schedule also reflects the revisions that were made by the Commission at the July 2026 meeting to the Community Contribution Fees (TDRs, height, density).

It is recommended that the Village Commission approve the proposed updates to the Master Fee Schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

See proposed Fee Schedule.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Amending Fee Schedule - October 2026.docx
Reso Exhibit A - 2026.10.20 Meeting - NBV Fee Schedule.docx

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time, with the last amendment being approved on July 28, 2026 to modify the community contribution fees associated with development approvals for bonus density and bonus height, as well as the cost for transfers of development units; and

WHEREAS, on June 29, 2026, the Village Commission approved a revised Fee Schedule modifying building permit fees to ensure compliance with Chapter 2026-63, Laws of Florida ("HB 803"), which became effective July 1, 2026 and amended s. 553.79 and s. 553.791, Florida Statutes, and directed that the Fee Schedule be further reviewed and presented to the Village Commission for additional consideration; and

WHEREAS, consistent with that direction, the Village Commission desires to further amend the Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, to modify the "Building and Permit Fees" section of the Fee Schedule, and to reflect the revisions to the community contribution fees for transfers of development units, bonus height, and bonus density approved by the Village Commission at its July 2026 meeting; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

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

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

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

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

PASSED AND ADOPTED on this __ day of October, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
EST. 1945

FEE SCHEDULE

Last Updated ~~July 28, 2026~~ October 20, 2026

TABLE OF CONTENTS

Fee Category	Page
Copies and Services	3
Development Approval Fees and Cost Recovery Deposit Schedule	5
Community Contribution Fees Associated with Development Approvals	7
Building and Permit Fees	8
Business Tax Receipts	17
Police Services	26
Public Work Department Fees	27
Lobbyist Registration	28
Short Term Vacation Rental Licenses	29

Fee Category: Copies and Services

Receiving Fund(s): General Fund

Purpose: To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.

FEES/COMPUTATIONS	
Type/Description	**Fee**
Document printing not to exceed 8 ½ x 12”	$0.15 per page, single sided
Document printing not to exceed 8 ½ x 12”	$0.20 per page, double sided
Document printing exceeding 8 ½ x 14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
DVD/disk/USB recordings, per DVD/disk/USB	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book	$150.00
Village Code Supplements	Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$10.00
Marriage Ceremony	$30.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00
Standard Lien Search	$150.00
Special Event Permits	$500.00
Additional Event fees (all events)	Application Fee: $100.00
Extra-Duty Police Officer	$75.00 per hour per officer for a minimum of 4 hours, plus $35.00 Administrative fee

Road Closures/Right of Way Closures: Fee subject to location and area size	
Late Application Fee:	$100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Fee Category: Development Approval Fees and Cost Recovery Deposit Schedule

Receiving Fund(s):

Purpose: To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.

FEES/COMPUTATIONS		
Type/Description	**Filing Fee**	**Cost Recovery Deposit**
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment**	$2,000	$12,000
Unified Land Development Code (ULDC) Amendment**	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$2,000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Fee Category: Community Contribution Fees Associated with Development Approvals

Receiving Fund(s):

Purpose: Community contribution fees collected according to the following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.

FEES/COMPUTATIONS
Community Contribution Fees (CCF) for Additional Density in the T6 Transect (Sec. 8.12.5)*
The Community Contribution Fee for properties in the T6 zoning district is $80,000 per bonus unit payable as follows: Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
Community Contribution Fees (CCF) for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12)*
The Community Contribution Fee for bonus height (up to 90 bonus feet from 150 base to 240 feet) in the RM-70 and CG zoning districts shall be: $20,000 per additional foot. Projects that acquired transferred density units on or before May 19, 2026 shall pay bonus height up to 240 feet as follows:[1] **Residential and Hotel/Motel Uses:** For every 10 feet of bonus building height approved by the Village Commission: $750 per residential dwelling unit in the building and$250 per hotel/motel sleeping unit in the building. **Office, Retail or Restaurant Uses:** $10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies). [1]The applicable projects shall continue to be exempt from payment of the bonus height in excess of 240 feet.
Community Contribution Fees (CCF) for Bonus Height in the T6 Transect (Sec. 8.12(B)3.)*
$100,000 per vertical lineal foot of bonus due within 60 days of site plan approval by the Village Commission.
Community Contribution Fees (CCF) for TDRs (Transfer of Density Rights) Program (Sec. 8.13)*
$250,000 per transferred density unit approved by the Village Commission payable within 90 days of site plan approval by the Village Commission. TDRs are only available for use in the RM-70 zoning district.

*Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.

Fee Category: Building and Permit Fees
Receiving Fund(s): Building Fee Fund
Purpose: The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.

FEES/COMPUTATIONS	
No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit.	
Applicants are entitled to receive a 50% discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, solar installations, and living seawalls.	
Applicants using a Private Provider for Residential Only properties are entitled to a discount of the base permit fee not to exceed 10%; 5% for plan review and 5% for inspections, in accordance with Florida Statutes 553.791(2)(B). Applicants using a Private Provider for Commercial properties are entitled to a discount of the base permit fee of up to 50%; 25% for plan review and 25% for inspections, in accordance with Florida Statutes 553.791(2)(D).	
All municipal permit fees are waived for Village projects.	
Owner/Builder permits are exempt from contract requirements.	
For reference, definition of “sf” is Square Foot, and definition of “lf” is Linear Foot	
Upfront Application fee for Building Permit	$150.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.
Minimum Building Permit Fee	$150.00

DOUBLE FEES: When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of one hundred percent 100% of the usual permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve the applicant of other penalties established by law.	
Inspection Fees:	
RE-INSPECTION FEES A permit holder shall pay a fee of $100.00 for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the Miami-Dade County Regulatory and Economic Resources Department (RER or Department).	$100.00
Overtime Inspections (Requires written Village approval for overtime work hours)	$300.00 first hour, $150.00 each subsequent hour.
Back flow annual inspection	$150.00
Boiler or pressure vessel annual inspection	$150.00
Specialty Plan Review Fees:	
Public works	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.
Zoning	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review

	mandated by the Village Code.
Structural Engineering	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Civil	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Change of Contractor	$150.00
Certificate of Occupancy, temporary or final	$180.00 / per unit
Certificate of Completion	$180.00/ each permit
BUILDING	
New Single Family	$6.00 / sf

New Multi Family or Commercial 10,000 square feet of less	$6.00 / sf
New Multi Family or Commercial over 10,000 square feet	$4.00 / sf
New Commercial Buildout	$3.00 / sf
Remodeling / Alteration	
Residential addition	$6.00 / sf
Residential remodeling / alteration	$3.00 / sf
Commercial remodeling / alteration	$3.00 ~~$4.00~~ / sf
**Additions computed as new area plus remodeling area	
Foundation Repair	$0.45 / sf
Flooring (only)	$0.20 / sf
Concrete Restoration	$0.20 / sf
Swimming Pool single family residential. (Each New)	$2,000.00
Swimming Pool single family residential, repair.	$500.00
Swimming Pool multi family or commercial. (Each New)	$6,000.00
Swimming Pool multi family or commercial, repair	$1,000.00
Pool resurface	$150.00
Demolition Single family dwelling	$250.00
Demolition Multi Story Building	$500.00
Solar Pannels, Single family (Building fee)	$500.00
Seawall and/or Cap	$53.00 / linear foot
Boatlift Building fee	$150.00
Dock	$1.00 / sf
Construction Crane	$6,000.00
Backup generator, single family (Building fee)	$500.00
Backup Generator Commercial or multifamily (Building fee)	$4,000.00
Shop Drawings (Trusses, Stairs, Etc)	$275.00
Walk-In Coolers, each (Building fee)	$500.00
Asphalt resurfacing with restriping	$0.05 / sf
Restriping only	$150.00
Concrete slabs / driveways / paving	$0.50 / sf
FENCES	
Chain link (for construction only)	$0.70 / lf
Wood/Metal/PVC	$1.50 / lf
Concrete fence (prefab)	$3.00 / lf
Retaining Wall	$20.00 / lf

Awnings, Canopies, Residential Patios, Carports, Pergolas	$1.00 ~~$3.00~~ / sf
Hand Rails/Balcony rails	$4.00 / lf
Sign (each)	$350.00
WINDOWS/DOORS	
Skylights, each	$90.00 / each
Storefront/Impact/Fire Rated, ~~Commercial~~ per pane ~~or door~~	$40.00 ~~$50.00~~ / each for the first 100 units $25.00 / each for any units beyond 100
Windows	$40.00 ~~$50.00~~ / each for the first 100 units $25.00 / each for any units beyond 100
Glass doors (per pane)	$40.00 ~~$75.00~~ / each for the first 100 units $25.00 / each for any units beyond 100
ROOFING	
Flat roofs	$0.50 / sf
Shingle roofs	$0.50 / sf
Tile Roofs	$0.70 / sf
Metal roofs	$0.70 / sf
Revisions (Review fees plus per sf fee for added area)	$250.00 / Trade review / Cycle
MECHANICAL	
Minimum Mechanical Permit Fee	$150.00
A/C changeout up to 2.5 Tons ~~6000 BTU~~	$350.00
A/C changeout over 2.5 Tons ~~6000 BTU~~	$550.00
Cooling tower replacement	$1,500.00
New Construction/Addition/Remodel up to 10,000 sf	$0.25 / sf
New Construction/Addition/Remodel over 10,000 sf	$0.23 / sf
Trash Chute	$50.00 / floor
Elevators, Escalators, and Other Transporting Devices (County Approval Required)	$150.00
Fire sprinklers	$500.00

PLUMBING	
Minimum Plumbing Permit Fee	$150.00
New Construction/Addition/Remodel up to 10,000 sf	$0.24 / sf
New Construction/Addition/Remodel over 10,000 sf	$0.22 / sf
Water heater changeout	$150.00
Boiler replacement	$1,500.00
Grease Trap / Underground Tanks	$500.00
Gas	$150.00 / connection
Pool Plumbing	$300.00
Wells	$150.00
Civil (drainage/utility connection/etc.)	2% of value of work
Pipe Replacement (water/sewer only)	$4.00 / lf
ELECTRICAL	
Minimum Electrical Permit Fee	$150.00
New Construction/Addition/Remodel up to 10,000 sf	$0.25 / sf
New Construction/Addition/Remodel over 10,000 sf	$0.23 / sf
Temporary Power	$300.00
Meter changeout	$300.00
Panel changeout	$300.00
Pool Electric	$500.00
Solar Panels	$200.00
Generator, residential	$250.00
Generator, Commercial	$1,000.00
Low Voltage Residential	$150.00 ~~$0.20 / sf~~
Low Voltage Commercial	$0.06 ~~$0.25~~ / sf
Fire Alarm	$0.03 ~~$0.20~~ / sf
Sign Electrical	$200.00
Boatlift Electrical	$250.00
Miscellaneous Permits:	
Construction Dumpster	$150.00
Portable Toilet	$150.00
Construction Trailer, Sales Model (modular/pre-fabricated)	$400.00 / each
Construction in Right of Way	5% of value of work
Temporary Use of Right of Way	$150.00 for every five-day period
Exterior Paint Color Compliance Review (Zoning Required)	$150.00
New Metal or Wood Prefab Storage Shed or Utility Building	$150.00 (plus MEP, if applicable)

Construction Bond (Refundable)	$500.00 – Single Family $1,000.00 – Multifamily / Commercial $5,000.00 – Right of Way Construction

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.

If the applicant has obtained the resulting building permit within 180 days of receipt of notice from the Village that the application is approved, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

The following fees shall be charged in addition to the permit fees set forth above:

Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and

been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Permit Extension before expiration	$150.00
Permit Renewal: Within six months of the expiration date	$250.00 ~~50% of permit fee~~
Permit Renewal: After six months of the expiration date (With approval from the Building Official)	$500.00 ~~100% of permit fee~~

Fee Category: Building and Permit Fees

Receiving Fund(s): Building Fee Fund

Purpose: The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.

FEES/COMPUTATIONS	
Type/Description	**Fee**
Filming Permit	$200.00 per day
Filming Permit (Double Permit Penalty)	$400.00 per day

Fee Category: Business Tax Receipts

Receiving Fund(s): General Fund

Purpose: To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.

FEES/COMPUTATIONS	
Type/Description	**Fee**
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$25.00
ABSTRACT, land title warranties or security companies	$275.00
ACCOUNTANTS AND AUDITORS	$125.00
ADMINISTRATIVE OFFICE	$125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$125.00
ADVERTISING PRODUCTS & SERVICES	$125.00
For each individual connected therewith as a salesperson	$37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$750.00
c- Establishment selling beer and wine for consumption on premises	$150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$2,500.00
ADULT CONGREGATE LIVING FACILITY	$780.00
ANIMAL KENNEL	$125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$5.00
ARCHITECTS	$125.00
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$62.00
ATTORNEYS	$125.00
AUDIO VISUAL PRODUCTION SERVICE	$125.00
AUDITING FIRM	$125.00
AUTOMATIC TELLER MACHINES	$150.00

AUCTION SALES (GENERAL) (BONDED) PER DAY	$60.00
AUCTION STORE (BONDED)	$1,750.00
AUTOMOBILES	
a – Dealers	$125.00
b - Rental Agencies	$125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$100.00
Plus, per vehicle	$75.00
Private school and nursery buses, per bus	$62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other business)	$125.00
AUTOMOBILE TOWING, the following businesses located and certificated in the Village are exempt from this tax if the towing of automobiles is incidental to the operation of their business: auto repair shop, service or filling station, and automobile agency, for the first three trucks	$225.00
Plus, for each additional truck	$75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$175.00
Each machine	$5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$5.00
BAKERY (manufacturing) employing five persons or less	$100.00
BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$50.00
And for a standalone establishment	$125.00
BARBER SHOPS AND BEAUTY SHOPS	
Each shop (minimum)	$125.00
Per chair	$25.00
BICYCLES, rent and repair	$100.00
BOAT LIVERY renting not over eight boats, jet ski, surfboards	$75.00
For each additional five boats, jet ski, surfboards or additional portion thereof	$43.75
BOATS AND SHIPS	
a- storage basins and sheds	$375.00
b- sightseeing or excursion	$375.00

c- boat sales	$375.00
BONDSMAN—professional, each one should pay	$125.00
BOOT AND SHOE REPAIR SHOP	$75.00
BROADCASTING	
a- Cable Television	$1,050.00
b- Radio	$1,000.00
c- Television	$1,500.00
BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$500.00
BURGLAR ALARM/MONITORING COMPANY	$125.00
BUTCHER/BUTCHER SHOP	$125.00
CANDY AND CONFECTIONERY MAKERS employing five persons or less	$125.00
CARPET CLEANING	$150.00
RENTAL (per machine)	$10.00
CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$125.00
CAR WASH	$200.00
CATERER	$125.00
CHECK CASHING	$200.00
CHEMISTS	$125.50
CHIROPODIST (See division (A)(88) Podiatrists)	$125.00
CHIROPRACTORS	$125.00
COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$125.00
Each $0.01 machine	$6.50
Each $0.02 through $0.15 machine	$6.25
Each machine $0.16 and over	$6.25
"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
COMMERCIAL SANITATION SERVICES	$400.00
COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$125.00
COMPUTER RELATED SERVICES (not elsewhere classified)	$125.00
CONSULTANT	$125.00

CONTRACTORS	$250.00
COURIER	$125.00
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$125.00
DATA PROCESSING SERVICE AGENCY	$125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$125.00
DAY CARE	$200.00
DENTISTS	$125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$125.00
DIETICIANS	$125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$125.00
DRY CLEANING AND LAUNDRY (on premises)	$175.00
ELECTRICAL ENGINEERS	$125.00
ELECTROLOGISTS	$125.00
ELECTROLYSIS	$125.00
EMPLOYMENT AGENCY	$125.00
ENGINEERS (state license required)	$125.00
ENGRAVERS	$125.00
EXTERMINATORS, INSECT AND VERMIN	$175.00
FILM INDUSTRY	$150.00
FISH MARKETS	$150.00
FLORISTS, subject to the provisions of Chapter 35 of this Code	$100.00
FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of business where undried fruits and vegetables are sold at retail	$200.00
FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other business or not, subject to the provisions of this Code	$200.00
GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's business tax for each make of car for which they are authorized agents	$200.00
GARDENER (see Landscape Maintenance)	
GROCERY STORES, within the meaning of this section, shall be construed as any place of a business where groceries and food products are sold at retail	

a. Under 5,000 square feet	$468.75
b. Over 5,000 square feet	$781.25
HAIRDRESSING (see Beauty Shops)	
HALL FOR HIRE	$125.00
HELIPORTS	$250.00
HOMEOPATHIC PHYSICIANS	$125.00
HOTELS	$500.00
ICE CREAM, makers or manufacturers of	
a. Employing five persons or less	$125.00
b. Employing more than five persons	$150.00
CERTIFICATES TO BE PAID BY INSURANCE COMPANIES: A business tax in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in business in the Village.	$50.00
INTERIOR DESIGNERS/DECORATORS	$125.00
JEWELERS shall be required to pay merchants *business tax*	$125.00
LABORATORIES, chemical, dental, optical or x-ray	$200.00
LABORATORY TECHNICIANS	$125.00
LANDSCAPE MAINTENANCE	$75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$125.00
MASSEURS	$125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$150.00
MECHANICAL ENGINEERS	$125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$125.00
MESSENGER SERVICE, exclusive of telegrams	$100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$125.00
b- Employing more than five persons	$150.00
MONEY ORDER AGENCIES	$50.00
MONEY TRANSFER AGENCY	$150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$200.00
MUSIC, furnished by telephone wire	$187.00

MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other business shall, as a prerequisite, be required to pay business taxes as follows:	
a. The applicant (distributor) desiring to sell, rent or least one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$625.00
b. In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$125.00
c. For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of chapter 110.	
NEWS DEPOT, not in connection with other *business*	$75.00
NEWSPAPERS OR PERIODICALS	

a- Employing five persons or less	$125.00
b- Employing more than five persons	$150.00
NIGHTCLUBS	$2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$1,000.00
OPTICIANS	$125.00
OPTOMETRISTS	$125.00
OSTEOPATHS	$125.00
PARALEGALS	$125.00
PAWN SHOPS	$250.00
PHARMACISTS	$125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$125.00
PHYSICAL CULTURE DIRECTORS	$125.00
PHYSIOTHERAPISTS	$125.00
PICTURE FRAMING	
a- Employing five persons or less	$125.00
b- Employing more than five persons	$150.00
c- Post office box service agency	$125.00
PICTURE TAKING MACHINES, each machine	$100.00
PODIATRISTS	$125.00
PRINTING, all kinds	
a- Employing five persons or less	$125.00
b- Employing more than five persons	$150.00
c- Post office box service agency	$125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$400.00
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$125.00
b- For each additional seat over ten through 800	$5.00
c- For each additional seat over 800	$5.00
d- Flat annual fee for outdoor dining	$250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$125.00

SERVICE STATIONS	
a- First pump	$250.00
b- Each additional pump	$70.00
SIGHTSEEING BUSES, each bus	$75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$85.00
SOLARIUM	$150.00
HEALTH SPAS AND CONVALESCENT HOMES	$780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$75.00
TAILOR, each shop	$125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$175.00
TAXIDERMISTS	$125.00
TELEGRAPH/TELEPHONE COMPANIES	$200.00
THEATERS	$450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$200.00
THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$150.00
TRANSFER BUSINESS (baggage)	$125.00
TRANSPORTATION SERVICE	$150.00
TRAVEL BUREAU	$150.00
VALET PARKING, at hotels, high-rise apartments, houses, each location	$175.00
WEIGHING MACHINES, each machine	$6.00
WHOLESALE DEALERS	
a. In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$200.00
b. Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in	$200.00

bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	
WINDOW CLEANERS AND JANITOR SERVICE	$200.00

Fee Category: Police Services

Receiving Fund(s): General Fund

Purpose: The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.

FEES/COMPUTATIONS	
Type/Description	**Fee**
False alarm fee for non-emergency Fire and Police alarms	First False Alarm: $0 Second False Alarm: $0 Each additional false alarm: $300
No Trespassing Sign	$50.00 per sign

Fee Category: Public Works Fees

Receiving Fund(s): General Fund

Purpose: Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.

FEES/COMPUTATIONS	
Type/Description	**Fee**
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

Fee Category: Lobbyist Registration

Receiving Fund(s): General Fund

Purpose: To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.

FEES/COMPUTATIONS	
Type/Description	**Fee**
Lobbyist Annual Registration Fees	$300 annual fee
Lobbyist Principal Fees	$100 per principal

Fee Category: **Short Term Vacation Rental Licenses**

Receiving Fund(s): General Fund

Purpose: Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.

FEES/COMPUTATIONS	
Type/Description	**Fee**
Application Fee (Initial License)	$800.00
Renewal or Modification of License	$500.00
Change of Agent	$250.00
Vested Rights Determination Application	$1,500.00
Vested Rights Determination Appeal	$1,000.00

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Amendment to the Professional Services Agreement with CAP Government, Inc. as presented.

BACKGROUND AND ANALYSIS

This item was deferred from the June 29, 2026 Commission Meeting.

On October 12, 2021, the North Bay Village (the "Village") Commission adopted a resolution approving an agreement with C.A.P. Government, Inc., (the "Consultant") pursuant to Request for Proposals No. 2021-009 (the "RFP") for Building Department Services (the "Services").

Pursuant to the Resolution, on October 14, 2021, the Village entered into an agreement with the Consultant for the Services for an initial three-year term with up to three one-year option terms (the "Agreement"). The Village is currently in the second one year renewal term of the Agreement. If all renewal terms are utilized, the Agreement is scheduled to expire on October 13, 2027.

To ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends that the term be extended by adding four renewal years.

The original term of the Agreement was from October 14, 2021 through October 13, 2024 (initial 3 year term). The original renewal terms are:

- October 14, 2024 to October 13, 2025 (1 st Renewal)
- October 14, 2025 to October 13, 2026 (2 nd Renewal)
- October 14, 2026 to October 13, 2027 (3 rd Renewal)

The proposed additional renewal terms are:

- October 14, 2027 to October 13, 2028 (4 th Renewal)
- October 14, 2028 to October 13, 2029 (5 th Renewal)
- October 14, 2029 to October 13, 2030 (6 th Renewal)
- October 14, 2030 to October 13, 2031 (7th Renewal)

In addition to adding additional renewal terms, the Agreement has been renegotiated to simplify the calculations for compensation to the Consultant. See Amendment of Paragraph 3 of the First Amended to the Agreement attached as Exhibit A.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Funding for the CAP Government contract is included in the FY 2026–2027 Adopted Budget under GL Line Item **111-25-524-3160**, with an annual budgeted amount of **$2,418,003.51**. Contract fees are calculated as a percentage of revenues collected; therefore, the budgeted amount represents an annual estimate, and actual expenditures will vary based on collections.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - CAP Building Services Agreement Amendment.docx
Exhibit A-First Amendment - CAP for Building Services.DOCX

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; PROVIDING FOR AUTHORIZATION; 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 with C.A.P. Government, Inc., (the "Consultant") pursuant to Request for Proposals No. 2021-009 (the "RFP") for Building Department Services (the "Services"); and

WHEREAS, pursuant to the Resolution, on October 14, 2021, the Village entered into an agreement with the Consultant for the Services for an initial three-year term with up to three one-year option terms (the "Agreement"); and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends adding four, one-year extensions to the Agreement upon the same terms and conditions to provide the ability to renew the Agreement through as late as October 13, 2031 and to revise how the Consultant is compensated, as 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 approve an amendment to the Agreement with the Consultant for continued Services in substantially the form attached hereto as Exhibit "A" (the "Amendment") and authorize the Village Manager to execute the Amendment; and

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

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

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

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

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

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
C.A.P. GOVERNMENT, INC.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is entered into as of the _____ day of _____, 2026 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **C.A.P. GOVERNMENT, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on October 14, 2021, the Village and Consultant entered into a Professional Services Agreement for Building Department Services (the "Agreement"); and

WHEREAS, the Village and Consultant wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows: [1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment of Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement is amended as follows:

> **2. Term/Commencement Date.**
>
> The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for ~~three~~ seven additional one-year terms (with each renewal term beginning October 14 of the calendar year and ending October 13 of the following year and the last possible renewal term concluding October 13, 2031) using the same terms as set forth herein upon written notice to the Consultant.

3. **Amendment of Paragraph 3 of the Agreement.** Paragraph 3 of the Agreement is amended as follows:

> **3. Compensation and Payment.**

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

~~**3.1.**~~ For all Services provided by Consultant as described in Exhibit A, the Village shall pay Consultant on a ~~calendar~~ monthly basis a fee equal to seventy (70%) percent of all Building and Permitting Fees collected. ~~as follows:~~

~~(a) If gross calendar monthly building permit fees total $0.00 to $50,000.00, Consultant's monthly percentage of such fees shall be 70%.~~

~~(b) If gross calendar monthly building permit fees exceed total $50,000.01 to $150,000, Consultant shall be paid $35,000 and 65% of the monthly building permit fees exceeding $50,000.01 to $150,000.~~

~~(c) If gross calendar monthly building permit fees exceeds $150,000.01, Consultant shall be paid $100,000 and 60% of all monthly building permit fees exceeding $150,000.01.~~

These Building and Permitting fees exclude zoning, planning, impact fees and other non-building department type fees that may be collected as part of the processing of a Building Department application. The Village shall retain the balance of the Building and Permitting Fees not paid to the Consultant. Fines, fees, and double permit fees generated from Village Code Enforcement ~~employees~~ processes shall also be excluded.

On ~~individual~~ Building and Permitting Fees collected on projects with permit fees of more than ~~$75,000~~ $100,000.00, the Village shall pay the Consultant 70% of all Building and Permitting Fees collected. These fees shall be paid according to the following payment schedule:

1. Fifty percent (50%) of the fees collected shall be paid upon the issuance of the Building Permit (i.e. the completion of the plans review process).

2. Forty percent (40%) of the fees collected shall be paid in equal monthly installments for the duration of the construction of the project (i.e. duration of the project will be determined by a mutual agreement between the Village and Consultant upon completion of the plans review process). If at any time the construction of a project ceases for any unforeseen reason, the Village and Consultant agree that the Consultant will cease to receive payments from the forty percent of the fees until the project resumes.

3. The last ten percent (10%) of the fees collected shall be paid at the time of issuance of the ~~Temporary~~ Certificate of Occupancy or a certificate of completion ~~or final inspection~~ or abandonment.

3.2. ~~Most Favored Nation. If during the term of this Agreement, Consultant enters into an agreement with another municipality with a population under ten thousand (10,000) ("Other Governmental Entity"), the terms of which agreement include direct or indirect compensation to the Other Governmental Entity, 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. This would apply for both the fee split formula expressed in Section 3.1 as well as the hourly staff rates in Exhibit B.~~

3.3. Consultant shall deliver an invoice to Village within the first seven (7) calendar days of the 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. 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. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

   a. **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.

   b. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan

List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. **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 Consultant 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.

d. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

e. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

6. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

7. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

8. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

C.A.P. GOVERNMENT, INC.

By: _____
Carlos A. Penin, P.E.
President

Addresses for Notice:
Carlos A. Penin, P.E., President
C.A.P. Government Inc.
343 Almeria Avenue
Coral Gables, Florida 33134
_____(telephone)
_____(email)

With a copy to:
C.A.P. Government Inc.
16800 Greenspoint Park Dr., Suite 300
Houston, TX 77060
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

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

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

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

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE, SAMUEL BEJAR)**

RECOMMENDATION

It is recommended that the Village Commission approve the resolution to amend the 2026-2027 Fiscal Year Budget to appropriate funds as detailed in the Exhibit "A"

BACKGROUND AND ANALYSIS

The proposed Resolution seeks Village Commission approval, pursuant to Village Code, Section §35.21, of the attached Budget Amendment Form (Exhibit A) for the Appropriation of Federal Forfeiture Fund to the detailed Police Department Forfeiture Expenditure Accounts. The appropriated funds will be used for the Department's qualified expenditures, as determined by the Chief of Police.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The proposed budget amendment will appropriate $820,000 from the Forfeiture Fund's available fund balance to fund qualified Police Department expenditures for FY 2026–2027.

The appropriation will be recorded under GL Account 107-00-389-3890 (Appropriation of Fund Balance), with expenditures allocated to the applicable GL accounts as detailed in the attached Budget Amendment Form.

This amendment will increase the Forfeiture Fund's expenditure appropriations by $820,000, with no financial impact on the General Fund.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Amending FY 26-27 Budget-Forfeiture Funds.docx
Exhibit A- Budget Amendment- Forfeiture.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2026, the North Bay Village (the "Village") Commission adopted Resolution No. 2026-070 approving the budget for fiscal year 2026-2027 (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 to appropriate federal forfeiture funds for Police Department expenditures; 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. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____

Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	Police Department	Date	10/20/2026
Fund(s) to be changed:	Forfeiture		

GL Account	GL Line Item	Transfer to:	Transfer from:
107.00.389.3890	Appropriation of Fund Balance		$ 820,000
107.21.521.1400	Overtime-Sworn	$ 200,000	
107.21.521.5231	Special Department Supplies-Marine Patrol Radio	$ 10,000	
107.21.521.5340	Travel, Conferences & Meetings-Several PD Trainings and Conferences	$ 200,000	
107.21.521.6430	Machinery & Equipment-Motorcycle	$ 52,000	
107.21.521.6430	Machinery & Equipment-UTE	$ 8,000	
107.521.6430	Machinery & Equipment- Oracle	$ 350,000	
TOTAL (Columns must be equal)		$ 820,000.00	$ 820,000.00

Description:

Appropriate fund balance of $820,000 in the Forfeiture Fund for qualified Police Department expenditures.

APPROVED BY:

Department Director: _____ **Date:** 10·6·26

Chief Financial Officer: _____ **Date:** _____

Village Manager: _____ **Date:** _____

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE AND ALLOCATE FUNDS DONATED TO THE VILLAGE FOR THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Budget Amendment request to allocate donations received by the Village Police Department.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department is requesting approval of a budget amendment to appropriate funds donated to North Bay Village for the Department's use in covering expenses associated with Police Department personnel's' travel and participation in this year's International Association of Chiefs of Police (IACP) Conference.

The donation is being provided by Bradford Cohen. Mr. Cohen has a history of donations to various entities, including law enforcement, who prefers to maintain a low profile in such matters. He is a well-established and respected member of the south Florida legal community and a stalwart supporter of law enforcement. He was vetted by the Police Department prior to acceptance of the donation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Revenue Amendment

- GL Account: **001-00-366-3662 – Contributions and Donations**
- FY 2027 Current Budget: **$10,000**
- Additional Donation Revenue: **$10,000**

- FY 2027 Revised Budget: **$20,000**

Expenditure Amendment

- GL Account: **001-21-521-5340 – Travel, Conferences and Meetings**
- FY 2027 Current Budget: **$16,400**
- Additional Appropriation for the International Association of Chiefs of Police (IACP): **$10,000**
- FY 2027 Revised Budget: **$26,400**

The additional $10,000 in donation revenue will fund the corresponding $10,000 increase in the Travel, Conferences and Meetings expenditure account for IACP-related costs. This amendment has no net impact on the General Fund's fund balance.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Amending FY 26-27 Budget-Donation to PD.docx
Exhibit A- Budget Amendment-Police Donation IACP.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027, TO APPROPRIATE AND ALLOCATE FUNDS DONATED TO THE VILLAGE FOR THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2026, the North Bay Village (the "Village") Commission adopted Resolution No. 2026-070 approving the budget for fiscal year 2026-2027 (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 to appropriate and allocate funds donated to the Village for the Police Department; 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. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____

Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	Police Department	Date	10/20/2026
Fund(s) to be changed:	General Fund		

GL Account	GL Line Item	Transfer to:	Transfer from:
001.00.366.3663	Contributions & Donations		$ 10,000
001.21.521.5340	Travel, Conferences & Meeting- IACP Conference	$ 10,000	
TOTAL (Columns must be equal)		$ 10,000.00	$ 10,000.00

Description:

The additional $10,000 in donation revenue will fund the corresponding $10,000 increase in the Travel, Conferences & Meetings expenditure account for the IACP- related costs. This amendment has no net impact on the General Fund's balance.

APPROVED BY:

Department Director: _____ **Date:** _____

Chief Financial Officer: _____ **Date:** _____

Village Manager: _____ **Date:** _____

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A SECOND STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; APPROVING A FIRST AMENDMENT TO GRANT AGREEMENT NO. L0287; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the Resolution accepting the state appropriation and ratifying the grant agreement accepting $250,000 in additional funds to the existing $125,000 grant award for a total of $375,000.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's approval to accept an additional $250,000 state appropriation from the Florida Department of Environmental Protection (FDEP) for Phase 2 of the Village's Outfall Valves Improvement Project. This is in addition to the funding that was accepted in July 2026 for Phase 1 of the project.

During the 2025 legislative session, the Village applied for and was granted a state appropriation of $125,000 for the installation of specialized backflow prevention devices. During the 2026 legislative session, $250,000 of additional funding was provided for this project.

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

FDEP. The Village executed the Grant Agreement in February 2026. The final amended agreement for the additional funding was issued for execution in October 2026. The total funds available for this project is now $375,000.

It is recommended that the Village Commission approve the Resolution to amend the grant agreement accepting the additional funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The Village will receive an additional $250,000 in grant funding from the State of Florida, supplementing the previously awarded $125,000 under Line Item 1766A of the FY 2026–2027 General Appropriations Act. This increases the total grant funding under the agreement to $375,000.

The grant proceeds will be recorded under GL Revenue Account 340-00-334-3344.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution -FDEP Grant For Outfall Phase 1 - Amending Agre..docx
Exhibit A- First Amendment to Grant Agreement No. L0287.pdf
Exhibit A - L0287 Original Grant Agreement executed.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A SECOND STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR PHASE 1 OF THE VILLAGE'S OUTFALL VALVES IMPROVEMENT PROJECT; APPROVING A FIRST AMENDMENT TO GRANT AGREEMENT NO. L0287; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on July 28, 2026, the Village Commission adopted Resolution No. 2026-055, accepting a $125,000 state appropriation for the Project (the "Grant") from the Florida Department of Environmental Protection ("FDEP"), and ratifying the Grant Agreement No. L0287 with FDEP (the "Agreement"); and

WHEREAS, the Village and FDEP have agreed on the terms of a First Amendment to the Agreement, attached hereto as Exhibit "A" (the "First Amendment"), which apportions an additional $250,000 in FDEP funding for the Project (the "Second Grant"), revises the Project's scope of work, and extends the Agreement's expiration date to June 30, 2029; and

WHEREAS, the Village Commission desires to accept the Second Grant, approve the First Amendment to the Agreement, and authorize the Village Manager to execute the First Amendment with FDEP in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Second Grant Accepted. That the Village Commission hereby accepts the Second Grant.

Section 3. **Approval.** That the Village Commission hereby approves the First Amendment with FDEP.

Section 4. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the First Amendment with FDEP in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 5. **Implementation.** That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the First Amendment.

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

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

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AMENDMENT NO. 1
TO AGREEMENT NO. L0287
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF NORTH BAY VILLAGE

This Amendment to Agreement No. L0287 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of North Bay Village (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for North Bay Village Outfall Valves Upgrade Phase 1 (Project), effective March 3, 2026; and,

WHEREAS, $250,000 in additional funding for this Project is provided under Line Item 1766A of the 2026-2027 General Appropriations Act; and the total funding for this Agreement is now $375,000; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1766A of the 2026-2027 General Appropriations Act begins on July 1, 2026; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$375,000	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$125,000
	☑ State ☐ Federal	LP, GAA LI 1766A, FY 26-27, WPSPTF	$250,000
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$375,000

3. Section 11 of Attachment 2 is hereby revised as follows:

Subcontracting
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF NORTH BAY VILLAGE

By: _____
Authorized Signature

Frank Rollason, Village Manager
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Kamaria Waddy, DEP Grant Manager

_____
Amanda Peck, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: North Bay Village Outfall Valves Upgrade Phase 1

PROJECT LOCATION: The Project will be located in the City of North Bay Village within Miami-Dade County; Lat/Long (25.85221, -80.16054). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The City of North Bay Village (Grantee) is a coastal municipality comprised of three (3) man-made islands. As a result of its location, the Village is extremely susceptible to tidal flooding from storm surge and high tides. The project aims to reduce flooding by installing new and replacement backflow prevention devices (valves) onto 22 existing outfalls along the seawall to prevent unwanted backflow to limit the intrusion of waters from the bay into the village via the existing positive stormwater drainage system. This will also help to limit potential discharges into the bay from sunny-day tidal flooding.

The valves feature a maintenance-free design with no mechanical parts or fasteners that could fail or corrode, utilizing multiple natural and synthetic elastomers for heavy-duty construction. The project will help protect residential and commercial areas from flooding while reducing maintenance costs and preventing damage to the stormwater infrastructure system. Engineering analysis of critical outfall locations will be performed by the city as well.

PROJECT DESCRIPTION: The Grantee will install specialized backflow prevention devices on 22 drainage structures along the seawall.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task #1: Construction

Deliverables: The Grantee will construct North Bay Village Outfall Valves Upgrade Phase 1 by installing specialized backflow prevention devices on 22 of the Village's drainage structures along the seawall in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit:

1) a copy of the final design (this is a no cost deliverable); and
2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$375,000	07/01/2025	12/31/2028
		Total:	$375,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Site Plan and Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	25-26	37.039	Statewide Water Quality Restoration Projects	$125,000	149950
Amendment 1	Florida Department of Environmental Protection	26-27	37.039	Statewide Water Quality Restoration Projects	$250,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

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

Agreement Number: **L0287**

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

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

Entity Type: **Local Government**

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

FEID: **59-6000388**

(Grantee)

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

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

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

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

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

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

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

6. Department's Grant Manager

Name: **Kamaria Waddy** or successor

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

Phone: **850-245-2985**

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

Grantee's Grant Manager

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

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

Phone: **305-756-7171**

Email: **arodriguez@nbcvillage.com**

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

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

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

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

City of North Bay Village — **GRANTEE**

Grantee Name

By _____ 2/27/2026

(Authorized Signature) — Date Signed

Frank Rollason, Village Manager

Print Name and Title of Person Signing

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

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

Secretary or Designee — Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

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

Kamaria Waddy, DEP Grant Manager

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

Amanda Peck, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

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

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

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

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

3. Agreement Duration.

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

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

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

7. Financial Consequences for Nonperformance.

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

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

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

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

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

8. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

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

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

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

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

19. Limitation of Liability.

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

20. Remedies.

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

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

21. Waiver.

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

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

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

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

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

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

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0287

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Outfall Valves Upgrade Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient

must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: North Bay Village Outfall Valves Upgrade Phase 1

PROJECT LOCATION: The Project will be located in the City of North Bay Village within Miami-Dade County; Lat/Long (25.85221, -80.16054). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The City of North Bay Village (Grantee) is a coastal municipality comprised of three (3) man-made islands. As a result of its location, the Village is extremely susceptible to tidal flooding from storm surge and high tides. The project aims to reduce flooding by installing new and replacement backflow prevention devices (valves) onto 22 existing outfalls along the seawall to prevent unwanted backflow to limit the intrusion of waters from the bay into the village via the existing positive stormwater drainage system. This will also help to limit potential discharges into the bay from sunny-day tidal flooding.

The valves feature a maintenance-free design with no mechanical parts or fasteners that could fail or corrode, utilizing multiple natural and synthetic elastomers for heavy-duty construction. The project will help protect residential and commercial areas from flooding while reducing maintenance costs and preventing damage to the stormwater infrastructure system.

PROJECT DESCRIPTION: The Grantee will install specialized backflow prevention devices on 22 drainage structures along the seawall.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task #1: Construction

Deliverables: The Grantee will construct North Bay Village Outfall Valves Upgrade Phase 1 by installing specialized backflow prevention devices on 22 of the Village's drainage structures along the seawall in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$125,000	07/01/2025	06/30/2027
		Total:	$125,000		

Figure 1. Site Plan and Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	25 - 26	37.039	Statewide Water Quality Restoration Projects	$125,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$125,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 5 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF $10,998; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the issuance of Change Order No. 05 in the amount of $10,998 to Florida Engineering & Development Corporation.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's approval for the issuance of Change Order No. 5 to Florida Engineering & Development Corporation in the amount of $10,998.

On November 18, 2022, the Village issued an Invitation to Bid No. ITB 2022-006 for the construction of the Treasure Island ADA Improvements Project. The project involved upgrading the current conditions of existing sidewalks and crosswalks to complement the improvements carried out under the recent ADA sidewalk improvement. The project would eliminate sidewalk gaps and trip hazards caused by uneven or broken/cracked concrete. It improves pedestrian facilities with marking, signage, audible beacons, flashing beacons, and ADA-compliant crosswalks.

On March 8, 2023, the Village selected and awarded the contract to Florida Engineering & Development Corp for the work associated with the Treasure Island ADA Improvements Project. The signalization plans were submitted for permitting with Miami-Dade County's

Department of Transportation and Public Works (DTPW) on January 30, 2024. However, the County did not permit construction to proceed as the permit was not issued due to changes in the County signalization standards from the approved design plans. The County provided multiple rounds of comments, requiring the Engineer of Record (EOR) to revise and update the plans to meet the new standards. The final submission to the DTPW was made on July 30, 2024, and the plans were approved on August 5, 2024.

The proposed change orders from Florida Engineering & Development Corp include additional scope identified due to findings from Miami-Dade County Traffic inspection. The inspector determined that the installed Accessible Pedestrian Signal (APS) wiring does not meet their requirements, and the contract quantity of signal cable is insufficient to complete all APS connections.

The additional work is as follows:

- Provide and install an additional 1,170 LF of 14 AWG IMSA 50-2 signal cable to all APS locations to achieve full system compliance.

It is recommended that the Village Commission authorize the issuance of Change Order No. 05 in the amount of $10,998 to Florida Engineering & Development Corporation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund: Transportation Fund
GL Account: 115-18-541-6308
Total Adopted Budget: $653,255
Outstanding Encumbrances: $0
Available Budget Balance: $653,255

The Transportation Fund has a total budget allocation of $653,255 under GL Account 115-18-541-6308. With no outstanding encumbrances, the full budgeted amount of $653,255 remains available.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - FEDC CO No. 5 - TI ADA Improvements Project .docx
Cost & Entitlement Analysis 2026-06-26.pdf
Miami-Dade Traffic Ispection Punchlist 2026-05-04.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING CHANGE ORDER NO. 5 TO THE CONSTRUCTION AGREEMENT WITH FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF $10,998; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 18, 2022, North Bay Village (the "Village") issued Invitation to Bid No. ITB-2022-006 (the "ITB") for construction of the Treasure Island ADA Improvements Project (the "Project"); and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution No. 2023-039 selecting Florida Engineering and Development Corp. (the "Contractor") as the lowest, most responsive and responsible bidder, with a bid amount of $241,166.73, with a permit allowance and additional 5% contingency in the amount of $13,895.80, for a total Project cost of $255,062.53, and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, on November 18, 2025, the Village Commission adopted Resolution No. 2025-116, authorizing the Village Manager to enter into a contract with EAC Consulting, Inc. (the "Consultant") for construction engineering and inspection services; and

WHEREAS, during the construction review process, it was determined that the installed Accessible Pedestrian Signal (APS) wiring did not meet Miami-Dade County's requirements, and the contract quantity of signal cable is insufficient to complete all APS connections; and

WHEREAS, as a result of these findings, a change of scope is required to meet the signal cable requirements; and

WHEREAS, the Contractor has submitted a change order to purchase and install the required signal cable in the amount of $10,998, as set forth in Exhibit "A" attached hereto (the "Change Order"), which Change Order has been reviewed and recommended for approval by the Consultant; and

WHEREAS, the Village Commission desires to approve and authorize the Village

Manager to execute the Change Order; 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 Change Order.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Change Order attached hereto as Exhibit "A" in an amount not to exceed $10,998, which shall be reduced from the $13,895.80 contingency approved by Resolution 2023-039, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EAC Consulting, Inc.

Entitlement Analysis

Financial Project ID: 444197-1-58-01
F.A.P. No.: D621-049-B
Contract Number: G2789
County: Miami-Dade
Description: Treasure Island Ada Sidewalk Improvements
WO# 07 – Increase of Pay Item 632-7-2 (Signal Cable – Repair/Replace/Other, F&I)

The Engineer's estimate for the additional work associated with this Work Order is $10,998.00, corresponding to an additional quantity of 1,170 LF of signal cable required for APS installations.

The additional work consists of an increase in Contract Item No. 632-7-2 – Signal Cable (Repair/Replace/Other, Furnish & Install). The additional quantity is required to provide compliant 14 AWG IMSA 50-2 cable in accordance with Miami-Dade County Traffic requirements.

The Contract documents include approximately 950 LF of signal cable; however, more than 2,100 LF is required to properly wire all APS pushbuttons, resulting in a required increase of 1,170 LF.

Based on the Engineer's response to RFI #06, the Contractor is directed to provide compliant cable to all Accessible Pedestrian Signals under this Work Order.

The unit price used is the original Contract unit price for Pay Item 632-7-2, as bid. No unit price adjustment is requested.

632-7-2 Signal Cable Repair/Replace/Other, F&I	**$9.40**	**1,170 LF**	**$10,998**

The requested quantity has been reviewed against the Contract documents, RFI response, and field conditions, and the cost is considered fair and reasonable.

The amount recommended for payment is $10,998.00 for 1,170 LF.

Bruno Boero
_____

Date: 6/26/2026

Bruno Boero, PE
Project Engineer

UNLIMITED ELECTRIC GROUP

Request for Information (RFI)

R.F.I. No.: 06 **DATE:** 6/11/2026

TO:	CC:	FROM:
FLORIDA ENGINEERING 12076 NW 98TH AVE HIALEAH GADENS, FL 33018		**Unlimited Electric Group, Inc** 2209 SW 57th Way West Park, FL 33023

Owner: **NORTH BAY VILLAGE** Financial Project ID: _____

Contract: _____ UEG Job No.: _____

Reference Data:

Specification Section No.: **n/a** Page No.: **n/a** Paragraph No.: **n/a**

Plan Sheet No.: **n/a** Entitled: **n/a**

Other (specify): **n/a** Drawing Attached (Yes/No): **n/a**

Problem Description:
During the recent Miami-Dade County Traffic inspection, it was noted that the existing wiring installed for the Accessible Pedestrian Signals (APS) does not meet the required specifications.

According to the Miami-Dade County Qualified Products List (QPL), APS installations must utilize 14 AWG IMSA 50-2 cable. The inspector confirmed that the currently installed wire does not comply with this requirement.

The issue is that all APS pushbuttons on the project are required to be wired using IMSA 50-2 cable, but the contract documents only include 950 LF of signal cable. To bring all APS locations into compliance, the total required quantity exceeds 2,100 LF, resulting in a significant material shortfall.

Potential Solution:
EOR to advise how to proceed.

Approve the additional 1170LF of: 632-7-2 (SIGNAL CABLE - REPAIR/REPLACE/OTHER, F&I)

Reply: Provide the appropriate cabling 14 AWG ISMA 50-2 to all Accessible Pedestrian Signals, per Miami Dade County Traffic requirements.

BCC ENGINEERING, LLC

(X) Approval	By: David Soler, P.E.
( ) Approval As Noted	
( ) Not Approved	
( ) Resubmit	Date: 06/17/2026

Review is only for general conformance with design concept of project and general compliance with contract documents. Contractor is responsible for confirming and correlating dimensions at jobsite, for information which pertains to fabrication processes or construction techniques, for coordination of work of all trades and for pertaining all work in a safe and satisfactory manner. Review of shop drawings shall in no way relieve the contractor of the responsibility for full compliance with the requirements of the contract documents nor of errors or omissions in shop drawings.

Response By: **Date:**

BID FORM ITB#2022-006

PROJECT#: FM 444197-1(58) - NORTH BAY VILLAGE TREASURE ISLAND ADA SIDEWALK IMPROVEMENTS

Item	Pay Item	Description	Unit	Unit Cost	Quantity	Total Amount
1	101-1	Mobilization (10%)	LS	21,550.00	1	21,550.00
2	102-1	Maintenance of Traffic (MOT) (10%)	LS	23,200.00	1	23,200.00
3	110-1-1	Clear & Grubbing	LS	23,000.00	1	23,000.00
4	104-18	Inlet Protection System	EA	73.50	5	367.50
5	110-4-10	Removal of existing concrete	SY	31.60	420	13,272.00
6	520-1-10	Concrete Curb & Gutter, Type F	LF	40.70	223	9,076.10
7	520-2-4	Concrete Curb, Type D	LF	35.50	61	2,165.50
8	520-3	Valley Gutter - Concrete	LF	37.50	22	825.00
9	522-1	Concrete Sidewalk Pavement 4"	SY	87.00	370	32,190.00
10	527-2	Detectable Warnings	SF	31.00	35	1,085.00
11	653-1-60	Pedestrian Signal, Remove Ped Signal- Pole/Pedestal To Remain	AS	422.30	2	844.60
12	653-1-11	Pedestrian Signal, Furnish & Install Led Countdown, 1 Way	EA	1,596.50	2	3,193.00
13	665-1-12	Pedestrian Detector, Furnish & Install, Accessible	EA	3,395.00	17	57,715.00
14	670-5-400	Traffic Controller Assembly, Modify	AS	5,531.1	4	22,124.40
15	630-2-11	Conduit, Furnish & Install, Open Trench	LF	34.20	190	6,498.00
16	632-7-2	Signal Cable- Repair/Replace/Other, Furnish & Install	LF	9.40	930	8,742.00
17	700-1-50	Single Post Sign, Relocate	AS	211.50	3	634.50
18	711-11123	Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout	LF	3.10	420	1,302.00
19	711-11125	Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk	LF	5.20	365	1,898.00
20	0999-25	Initial Contingency Amount, (5%)	LS	11,484.13	1	11,484.13
					SUBTOTAL	241,166.73
					TOTAL BID	1,301,946.73

PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION
INSPECTION PUNCH LIST FORM

Inspection Date:	5/4/2026	**Acceptance Date**		
Project #:	N/A	**Project Manager**	Jean Lilavois	
Work Order #:	N/A	**Agency:**	Private	
Contractor:	Unlimited Electric Group	**IMSA Level 2**	Sergio Vega	
Location:	Hispanola Ave & J. F. Kennedy Cswy	**Asset #:**	3013	
PWD Permit No.	2024002875	**Send Date**		
Inspection Team:	☑ Corey L. Jones; ☐ Carlos Blanco; ☐ Joaquin Rabassa Jr.	**Re-inspection Fee:**		
Inspection Status:	☐ Passed ☑ Failed	**Placed in Service Date:**	1/7/2026	N/A

PUNCH LIST

No.	Items	Mark if item is complete	Date item was completed	Name of Technician
1	APS serial numbers are needed for inspection package.	☐		
2	Install the correct type of shielded wiring for APS buttons.	☐		
3	Align APS signs on SEC parallel with crosswalks.	☐		
4	ICCU unit must be powered using equipment outlets in cabinet, not hardwired to terminals on cabinet rack.	☐		

NOTE:

If the inspection has failed, the contractor ***must pay*** the re-inspection fee before requesting a re-inspection.
Contractor must complete the punch list and forward a copy to Mr. Joaquin A Rabassa Jr @ jrajr@miamidade.gov

PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION
INSPECTION PUNCH LIST FORM

Inspection Date:	5/4/2026	**Acceptance Date**		
Project #:	N/A	**Project Manager**	Jean Lilavois	
Work Order #:	N/A	**Agency:**	Private	
Contractor:	Unlimited Electric Group	**IMSA Level 2**	Sergio Vega	
Location:	Adventure Ave & J. F. Kennedy Cswy	**Asset #:**	3014	
PWD Permit No.	2024002875	**Send Date**		
Inspection Team:	☑ Corey L. Jones; ☐ Carlos Blanco; ☐ Joaquin Rabassa Jr.	**Re-inspection Fee:**		
Inspection Status:	☐ Passed ☑ Failed	**Placed in Service Date:**	3/3/2026	N/A

PUNCH LIST

No.	Items	Mark if item is complete	Date item was completed	Name of Technician
1	APS serial numbers are needed for inspection package.	☐		
2	Install the correct type of shielded wiring for APS buttons.	☐		
3	Align APS signs on SWC parallel with crosswalks.	☐		
4	ICCU unit must be powered using equipment outlets in cabinet, not hardwired to terminals on cabinet rack.	☐		
5	Ground spare wires properly inside ped housing (SEC).	☐		

NOTE:

If the inspection has failed, the contractor ***must pay*** the re-inspection fee before requesting a re-inspection.
Contractor must complete the punch list and forward a copy to Mr. Joaquin A Rabassa Jr @ jrajr@miamidade.gov

PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION
INSPECTION PUNCH LIST FORM

Inspection Date:	5/6/2026	**Acceptance Date**		
Project #:	N/A	**Project Manager**	Jean Lilavois	
Work Order #:	N/A	**Agency:**	Private	
Contractor:	Unlimited Electric Group	**IMSA Level 2**	Sergio Vega	
Location:	J. F. Kennedy Cswy & Treasure Dr E	**Asset #:**	3016	
PWD Permit No.	2024002875	**Send Date**		
Inspection Team:	☑ Corey L. Jones; ☐ Carlos Blanco; ☐ Joaquin Rabassa Jr.	**Re-inspection Fee:**		
Inspection Status:	☐ Passed ☑ Failed	**Placed in Service Date:**	1/9/2026	N/A

PUNCH LIST

No.	Items	Mark if item is complete	Date item was completed	Name of Technician
1	Documents need to be placed in cabinet drawer and hookup charts on doors.	☐		
2	APS serial numbers are needed for inspection package.	☐		
3	Install the correct type of shielded wiring for APS buttons.	☐		
4	ICCU unit must be powered using equipment outlets in cabinet, not hardwired to terminals on cabinet rack.	☐		
5	Program APS system per approved settings sheet (Type "B" Intersection).	☐		
6	Ground spare wires properly inside ped housings (NWC & SEC).	☐		

NOTE: If the inspection has failed, the contractor ***must pay*** the re-inspection fee before requesting a re-inspection.
Contractor must complete the punch list and forward a copy to Mr. Joaquin A Rabassa Jr @ jrajr@miamidade.gov

PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS AND SIGNS DIVISION
INSPECTION PUNCH LIST FORM

Inspection Date:	5/6/2026	**Acceptance Date**		
Project #:	N/A	**Project Manager**	Jean Lilavois	
Work Order #:	N/A	**Agency:**	Private	
Contractor:	Unlimited Electric Group	**IMSA Level 2**	Sergio Vega	
Location:	J. F. Kennedy Cswy @ 1800 Blk	**Asset #:**	3874	
PWD Permit No.	2024002875	**Send Date**		
Inspection Team:	☑ Corey L. Jones; ☐ Carlos Blanco; ☐ Joaquin Rabassa Jr.	**Re-inspection Fee:**		
Inspection Status:	☐ Passed ☑ Failed	**Placed in Service Date:**	4/6/2026	N/A

PUNCH LIST

No.	Items	Mark if item is complete	Date item was completed	Name of Technician
1	Trim bushes preventing easy access to cabinet.	☐		
2	Documents need to be placed in cabinet drawer.	☐		
3	APS serial numbers are needed for inspection package.	☐		
4	Install the correct type of shielded wiring for APS buttons.	☐		
5	ICCU unit must be powered using equipment outlets in cabinet, not hardwired to terminals on cabinet rack.	☐		
6	Program APS system per approved settings sheet (Type "B" Intersection).	☐		

NOTE:

If the inspection has failed, the contractor ***must pay*** the re-inspection fee before requesting a re-inspection.
Contractor must complete the punch list and forward a copy to Mr. Joaquin A Rabassa Jr @ jrajr@miamidade.gov

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $168,572.26; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Issuance of Change Order No. 01 in the amount of $168,572.26 to David Mancini & Sons Inc. for the additional exploratory soft digs and subsurface clearances.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize a change order to the contract with David Mancini and Sons, Inc. [DMSI] for the North Bay Island Phase 1 Stormwater Improvement Project.

On March 7, 2025, the Village issued ITB 2025-002 for the North Bay Island Stormwater Improvement Project. The Project consists of furnishing all materials, labor, equipment, services, and incidentals necessary to complete the proposed drainage and site development for the stormwater improvements at North Bay Island. This Project includes the abandonment, removal, and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements, including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes.

On November 18, 2025, the Village selected and awarded the contract to DMSI for the work associated with the North Bay Island Phase 1 Stormwater Project.

During initial site investigations, contractor DMSI encountered unforeseen subsurface utility conflicts across all six proposed drainage well locations (DW-1 through DW-6). The current design cannot be executed without direct utility strikes. Conflicting utilities include FPL electric duct banks, AT&T telecom conduits, low-voltage lines, and sewer main crossings running directly through the proposed drilling footprints. Authorizing a targeted scope for additional soft digs will allow the team to identify viable alternative drilling locations, prevent catastrophic utility damage, and enable BCC Engineering to issue revised design layouts.

It is recommended that the Village Commission authorize the Issuance of Change Order No. 01 in the amount of $168,572.26 to DMSI.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Financial Impact

Fund: Capital Projects Fund – GOB Stormwater
GL Account: 340-36-538-6307
Total GL Budget Allocation: $19,761,893
Total Budgeted Cost – NBI Phase 1: $15,124,119
Amount Requested: $11,623,151
Remaining Available Budget – NBI Phase 1: $3,500,968

The Capital Projects Fund – GOB Stormwater has a total budget allocation of **$19,761,893**, of which **$15,124,119** is budgeted for the North Bay Island Phase 1 project. The requested amount of **$11,623,151** is within the project's budgeted allocation and will leave a remaining available balance of **$3,500,968** for Phase 1.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Mancini Change Order.docx
WO Additional Soft Diggin.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $168,572.26; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 2025, North Bay Village (the "Village") issued Invitation to Bid No. 2025-002 (the "ITB") for all materials, labor, equipment, services, and incidentals necessary to construct the North Bay Island (NBI) Phase 1 Stormwater Improvement Project (the "Project"); and

WHEREAS, on November 18, 2025, the Village Commission adopted Resolution No. 2025-113 selecting David Mancini & Sons, Inc. (the "Contractor") as the lowest, most responsive and responsible bidder, with a bid amount of $11,623,151 (inclusive of a $600,000 contingency), and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, Resolution 2025-113 authorizes the Village Manager to approve and execute any change orders up to $25,000 for the Project without further Commission approval, subject to the limitations of the contract's contingency of $600,000.00, while requiring that change orders in excess of $25,000 shall be approved by the Commission; and

WHEREAS, on January 20, 2026, the Village Commission adopted Resolution No. 2026-004 authorizing the Village Manager to issue a work order to Chen Moore & Associates, Inc. (the "Consultant") for construction engineering and inspection (CEI) services for the Project; and

WHEREAS, initial test digs for proposed drainage wells DW-1 through DW-6 revealed heavy subsurface utility conflicts (including FPL duct banks, AT&T lines, low-voltage conduits, and sewer mains), making the original proposed drilling sites non-viable; and

WHEREAS, the Contractor has submitted a change order to perform the necessary soft-dig exploration at new right-of-way locations to verify underground clearances prior to finalizing design revisions in the amount of $168,572.26, as set forth in Exhibit "A" attached hereto (the "Change Order"), which Change Order has been reviewed and recommended for approval by the Consultant; and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the Change Order; 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 Change Order.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Change Order in an amount not to exceed $168,572.26, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

DAVID MANCINI & SONS, INC.

2655 South Le Jeune Rd, Suite P2A Coral Gables 33134
PH: (954) 977-3556 FAX: (954) 944-2040

2601 Wiles Rd Pompano Beach Florida 33073
PH: (954) 977-3556 FAX: (954) 944-2040

ADDITIONAL SOFT DIGGING FOR DRAINGE WELL LOCATIONS

PROJECT NAME: NORTH BAY ISLAND PHASE I IMPROVEMENTS

CONTRACTOR: David Mancini & Sons, Inc. (DMSI)

Date: 9/21/2026

Description of Change:Perform additional soft digging in the field to confirm the proposed relocated injection well locations discussed at the 9/18/2026 coordination meeting. The proposed relocations move the wells within the right of way, between the water main and sanitary sewer lines on either side of the road and in line with the discharge pipes, to resolve the utility conflicts observed during the initial soft digs documented in RFI #1. This exploratory excavation verifies subsurface conditions and clearance at the proposed locations prior to finalizing the revised drawing set.

Scope of Work — Included:

Mobilization of soft-dig/vacuum excavation equipment and crew
Soft digging at the proposed well locations within the ROW to expose and confirm clearance from the water main, sanitary sewer, and discharge pipe alignment
Documentation of confirmed depths/locations for incorporation into BCC's revised drawings
Backfill of excavated areas with approved material and compaction to required density
Trench restoration of all disturbed areas to pre-existing condition

Scope of Work — Excluded:

Milling and resurfacing of any kind
Final asphalt surface course / roadway restoration beyond trench restoration
Well installation, materials, or well development
Revised design/drawing production (by BCC under separate scope)
Any work outside the designated soft-dig locations

SUMMARY OF DIRECT ADDITIONAL COSTS

TOTAL LABOR	*$*	***111,501.05***
TOTAL EQUIPMENT	*$*	***52,278.41***
TOTAL MATERIAL	*$*	***4,792.80***
Subtotal Direct Cost	**$**	**168,572.26**

SUMMARY OF TIME IMPACT (REQUEST FOR ADDITIONAL TIME)

#	Description	Unit	QTY
	Additional Time Required to Cover Extra Work	*CALENDAR DAYS*	15

TIME ADDED TO CONTRACT	***Calendar Days***	**15**

TOTAL LUMP SUM COST	**$**	**168,572.26**

ADDITIONAL SOFT DIGGING FOR DRAINGE WELL LOCATIONS

DMSI DAVID MANCINI & SONS, INC.

LABOR COSTS -

LABOR BURDEN MULTIPLIER (LBM)	57.80%
Social Security Contributions & Excise and Payroll	6.20%
Medicate Rate	1.45%
Unemployment	7.25%
Workmens Compensation	10.25%
Health Benefits	15.37%
Retirement Benefits	17.28%

VACATION MULTIPLIER (VM)	13.00%
Sick Leave (1 week out of 52)	
Vacation (2 weeks out of 52)	
Holiday Pay (1 week out of 52)	

Insurance Schedule	4.35%
Insurance Public Liability and Property Damage Insurance	4.35%

Total Burden Rate	75.15%

SUMMARY - LABOR COSTS

SUPERVISION			See Below
MAINLINE CREW			See Below
SERVICE CREW			See Below
RESTORATION			See Below
TOTAL LABOR			**$ 111,501.05**

SUPERVISION	Working Rate	Burden	Working Hours	Total Cost NO BURDEN
Working Project Manager	$ 120.00	1.7515	30	$ 3,600.00
Working SUPERINTENDANT	$ 120.00	1.7515	60	$ 7,200.00
SUBTOTAL NO BURDEN				**$ 10,800.00**
BURDEN				**$ 8,116.20**
CONTRACTORS MARK-UP 20%				**$ 7,920.00**
TOTAL LABOR				**$ 26,836.20**

DMSI MAINLINE/RESTORATION	Hourly Rate	Burden	Hrs.	Total Cost NO BURDEN
Lead Foreman	$ 120.00	1.7515	120.0	$ 14,400.00
Assistant Foreman	$ 55.00	1.7515	120.0	$ 6,600.00
Backhoe Operator	$ 27.50	1.7515	120.0	$ 3,300.00
Loader Operator	$ 29.70	1.7515	120.0	$ 3,564.00
Pipe Layer	$ 23.10	1.7515	120.0	$ 2,772.00
Laborer	$ 26.40	1.7515	120.0	$ 3,168.00
Laborer	$ 26.40	1.7515	120.0	$ 3,168.00
Dump Truck Driver	$ 27.50	1.7515	15.0	$ 412.50
SUBTOTAL NO BURDEN				**$ 43,384.50**
BURDEN				**$ 32,603.45**
CONTRACTORS MARK-UP 20%				**$ 8,676.90**
TOTAL LABOR				**$ 84,664.85**

ADDITIONAL SOFT DIGGING FOR DRAINGE WELL LOCATIONS

EQUIPMENT COST

DMSI DAVID MANCINI & SONS, INC.

EQUIPMENT COSTS FOR MAINLINE CREW					
Excavators	**Hourly Rate**		**Hours**		**Total Cost**
CAT 306 (SUPPORT FOR SLFA/RESTORATION)	**44.3**		**48**		$ 2,126.40
Loader	**Hourly Rate**		**Hours**		**Total Cost**
CAT 272D (SUPPORT FOR SFLA/RESTORATION)	**115.23**		**48**		$ 5,531.04
Trucks	**Hourly Rate**		**Hours**		**Total Cost**
VAC TRUCK	**285**		**120**		$ 34,200.00
Dump Truck (18 CY) (RESTORATION)	**113.86**		**15**		$ 1,707.90
SUBTOTAL					***$ 43,565.34***
Mark-up 20%					***$ 8,713.07***
TOTAL EQUIPMENT					***$ 52,278.41***

Work Description	**QTY**	**Unit**	**Unit Cost**	**Total Cost**
ADDITIONAL MATERIAL/ SUBWORK				
ASPHALT	20	TON	$ 140.00	$ 2,800.00
LIMEROCK	40	TON	$ 29.85	$ 1,194.00

SUBTOTAL	***$ 3,994.00***
Mark-up 20%	***$ 798.80***
TOTAL MATERIAL COST FOR ADDITIONAL WORK	***$ 4,792.80***

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH ARANGO BILLBOARD & CONSTRUCTION CO., LLC FOR THE VILLAGE'S COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN THE AMOUNT OF $136,776.61; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the issuance of Change Order No. 1 with Arango Billboard & Construction for the Kennedy Causeway Complete Streets Short Term Improvements Project in the amount of $136,776.61 for the Village-directed modifications to the proposed bus shelters. The updated contract amount will be $699,038.70.

BACKGROUND AND ANALYSIS

On September 10, 2025, the Village issued ITB 2025-007 for the Kennedy Causeway Complete Streets Short Term Improvements Project. The project involves providing all necessary materials, labor, and equipment to complete bus shelter and pedestrian safety improvements along John F. Kennedy Causeway in North Bay Village. The work includes removing, disposing of, and replacing existing bus shelters, installing a new bus shelter, refurbishing crosswalk pavement markings, installing signs, submitting shop drawings for approval, restoring the site, and completing any other related tasks to ensure a fully functional and satisfactory installation.

The Evaluation Committee reviewed all the submitted proposals and determined that the lowest responsive bidder, Arango Billboard & Construction Co., met the ITB requirements and was the only bidder to possess FDOT certification. The Village Commission approved a resolution to award the contract to Arango Billboard & Construction in December 2025.

During the review of the bus shelter shop drawings, the construction engineer (CEI) returned comments on June 29, 2026 requiring modifications that were not included in the original bid scope. These additional elements included benches at each shelter and the incorporation of solar power systems. The bus shelters are supplied exclusively by the Village's designated vendor, Landscape Forms. To incorporate the newly required features, the vendor issued a revised quotation reflecting the added components, updated freight charges, and current manufacturer pricing, which differs from the pricing originally provided at the time of bid.

On July 29, 2026, the CEI directed the contractor to submit a formal change order request to address the required scope modifications. The contractor provided revised shop drawings incorporating all changes, which were reviewed and approved on September 8, 2026. Negotiation by the Village with the contractor yielded a $10,000 reduction from the contractor's original proposed cost.

It is recommended that the Village Commission authorize the issuance of Change Order No. 1 with Arango Billboard & Construction for the Kennedy Causeway Complete Streets Short Term Improvements Project in the amount of $136,776.61 for the Village-directed modifications to the proposed bus shelters. The updated contract amount will be $699,038.70.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Capital Project Fund
GL Line-Item Number: 320-61-630-6306

Total Project Budget Amount (including proposed change order): $808,711.71
FY2026 Outstanding Encumbrances: $562,262.09
FY2027 Adopted Budget Allocation: $656,849.00
Additional Amount Requested: $136,776.71
FY2026 Encumbrances to Be Carried Forward: $151,862.71
Total Funding Available After Carryforward: $808,711.71
Remaining Budget Balance After Contract Funding: $0.00

Financial Impact Statement:

The total project budget (with change order) is $808,711.71. The FY2027 adopted budget includes an appropriation of $656,849.00. To fully fund the contract, $151,862.71 of the outstanding FY2026 encumbrances will be carried forward into FY2027.

This carryforward will provide sufficient funding for the total contract amount without requiring an additional appropriation beyond the existing FY2027 budget and the prior-year carryforward.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Arango Billboard Change Order Bus Benches.docx
Change Order No. 1 - Arango Billboard

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH ARANGO BILLBOARD & CONSTRUCTION CO., LLC FOR THE VILLAGE'S COMPLETE STREETS SHORT-TERM IMPROVEMENTS PROJECT IN THE AMOUNT OF $136,776.61; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2025, North Bay Village (the "Village") issued Invitation to Bid No. 2025-007 (the "ITB") for all labor, equipment, and materials necessary to construct bus shelter and pedestrian safety improvements along John F. Kennedy Causeway for the Complete Streets Short-Term Improvements Project (the "Project"); and

WHEREAS, on December 16, 2025, the Village Commission adopted Resolution No. 2025-126 selecting Arango Billboard & Construction Co., LLC (the "Contractor") as the lowest, most responsive and responsible bidder, with a bid amount of $562,262.09, inclusive of a $13,357.00 contingency (the "Contingency Amount"), and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, Resolution 2025-126 requires the approval of the Village Commission of change orders in excess of the Contingency Amount; and

WHEREAS, on February 17, 2026, the Village Commission adopted Resolution No. 2026-021, authorizing the Village Manager to enter into a contract with EXP, Inc. (the "Consultant") for construction engineering and inspection services; and

WHEREAS, on June 29, 2026, the Village requested modifications to the Project to install benches and solar power systems at each bus shelter (the "Additional Services"); and

WHEREAS, the Contractor has submitted a change order to perform the Additional Services in the amount of $136,776.61, as set forth in Exhibit "A" attached hereto (the "Change Order"), which Change Order has been reviewed and recommended for approval by the Consultant; and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the Change Order; 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 Change Order.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Change Order in an amount not to exceed $136,776.61, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED on this day of October, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CHANGE ORDER REQUEST No. 001 — BUS SHELTER DESIGN MODIFICATIONS

North Bay Village Connect Transit Shelters | ITB-2025-007 | $136,776.61

DESCRIPTION OF CHANGE

Arango Billboard & Construction requests an increase of $136,776.61 to the Contract Sum for Village-directed modifications to the bus shelters: the addition of benches, solar power, revised freight, and material price increases from the Village's designated vendor (Landscape Forms).

1. CONTRACT SUM

Item	Original Contract	This CO	Revised Contract
Contract Sum	$562,262.09	**+$136,776.61**	**$699,038.70**

2. COST SUMMARY

Item	Qty	Unit	Added Cost
Connect 2.0 Shelter, 4' x 12' — solar power (material increase + labor)	6	EA	$70,092.72
Rest Bench — backed, aluminum insert, surface mount, 2 dividers (material + labor)	6	EA	$28,530.00
Shipping & handling (increase)	1	LS	$9,430.00
Total Direct Added Cost			**$108,052.72**
Florida sales tax on materials (7.0%)			$5,927.79
Overhead & Profit			$22,796.10
TOTAL CHANGE ORDER REQUEST			**$136,776.61**

Detailed breakdown provided in Attachment A (Cost Breakdown R1).

3. REASON FOR CHANGE

1. Shelter modifications. The CEI returned the original shop drawings on 06/29/2026 with Village comments requiring changes that were not included in the bid: benches at each shelter and solar power.

2. Vendor pricing. The shelters are supplied by the Village's designated vendor, Landscape Forms. The revised order reflects the added items, revised freight, and the vendor's current pricing compared to the quotation at the time of bid.

3. Approval. The CEI directed a formal change order request on 07/29/2026. The revised shop drawings were approved on 09/08/2026, and the Village authorized procurement in accordance with this change order on 09/28/2026.

4. BACKUP DOCUMENTATION

No.	Date	Document
A	09/23/2026	Change Order Request No. 001 — Cost Breakdown (R1)

APPROVAL AND SIGNATURES

Submitted by (Contractor) **Arango Billboard & Construction Co., LLC** _____ Nicholas Arango, PE Date: _____	Recommended by (Engineer / CEI) **EXP — CEI** _____ Name / Title Date: _____
Approved by (Owner — North Bay Village) **North Bay Village** _____ Name / Title Date: _____	

CHANGE ORDER REQUEST No. 001 — COST BREAKDOWN

North Bay Village Connect Transit Shelters | ITB-2025-007

Owner	City of North Bay Village	**CO Request Date**	9/23/2026
Engineer / CEI	EXP	**Prepared By**	Nicholas Arango, PE
Contractor	Arango Billboard & Construction Co., LLC	**Supplier**	Landscape Forms, Inc
Description of Change	Owner-directed shelter modifications — benches, solar power, revised freight, and material price increases from City-designated vendor		

COST OF ADDED WORK

Item	Qty	Unit	Bid Unit Price	Revised Unit Material	Unit Labor	Ext. Material Increase	Ext. Labor	Total Ext. Increase
Connect 2.0 Shelter, 4' x 12' — solar power	6	EA	$ 42,170.00	$ 50,952.12	$ 2,900.00	$ 52,692.72	$ 17,400.00	$ 70,092.72
Rest Bench — backed, aluminum insert, surface mount, 2 dividers	6	EA	$ -	$ 3,760.00	$ 995.00	$ 22,560.00	$ 5,970.00	$ 28,530.00
Shipping & handling	1	LS	$ 25,240.00	$ 34,670.00	$ -	$ 9,430.00	$ -	$ 9,430.00
Total Direct Added Cost						**$ 84,682.72**	**$ 23,370.00**	**$ 108,052.72**

Material subtotal	$ 84,682.72
Florida sales tax on materials (7.0%)	$ 5,927.79
Self-performed labor	$ 23,370.00
Direct Cost Subtotal	**$ 113,980.51**
Overhead & Profit	$ 22,796.10
TOTAL CHANGE ORDER REQUEST	**$ 136,776.61**

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 “SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff finds that the proposed text amendments to Sections 8.11 and 15.3 of the ULDC are consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan, and recommends approval of the proposed amendments.

BACKGROUND AND ANALYSIS

Attached is the staff report for your review.

On October 7, 2026, the Planning and Zoning Board considered the ordinance and recommended approval. The vote was 3 in favor and 1 against. The Board discussed whether the Ordinance should be revised to make the processes for approval completely administrative in all zoning districts or whether they should continue to require a hearing for the original approval before the Board and Commission in non-Kennedy Boulevard Districts. After discussion, the Board agreed that the initial approval process should remain as it is currently.

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

PERSONNEL IMPACT

ATTACHMENT(S):
Ordinance - Amending Temp Sales Centers and Const Trailers.docx
Notice of Public Hearing - MDC Legal Ads 09.22.2026.pdf
Notice of PH - MDC Legal Ads 10.06.2026.pdf
Staff Report.docx

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes regulations to guide coordinated, balanced, and harmonious development in accordance with the Village's present and future needs, while protecting the public health, safety, and general welfare; and

WHEREAS, Section 8.11 of the ULDC provides for use exceptions to allow flexibility in the application of zoning regulations to accommodate certain uses otherwise not permitted by code; and

WHEREAS, Section 8.11 of the ULDC currently permits a temporary sales center/marketing office for a period of up to twelve (12) months, renewable administratively by the Village Manager for up to two (2) additional twelve (12)-month periods, for a maximum duration of thirty-six (36) months; and

WHEREAS, the ULDC also establishes the Kennedy Boulevard District ("KBD"), composed of Urban Core Transect Zones (T6), to implement the goals of the NBV100 Master Plan and to transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail, diverse local businesses, and a wide range of transportation modes; and

WHEREAS, Section 15.3 of the ULDC establishes standards for permanent and temporary structures within the KBD and currently permits certain temporary structures, including temporary sales centers, in specified locations within the KBD; and

WHEREAS, Section 15.3 currently permits temporary sales centers for a period of up to twelve (12) months, renewable administratively for up to two (2) additional twelve (12)-month periods, for a maximum duration of thirty-six (36) months; and

WHEREAS, temporary sales centers and marketing offices are commonly associated with active development projects and provide a location for sales, leasing,

marketing, and customer engagement activities during the development and construction phase; and

WHEREAS, the Village Commission recognizes that the duration of active development and construction projects may vary based upon the size, complexity, phasing, construction schedule, and other circumstances associated with individual projects, and that certain approved developments may reasonably require more than thirty-six (36) months to reach completion and obtain a Certificate of Occupancy; and

WHEREAS, the Village Commission finds that a maximum period of thirty-six (36) months may unnecessarily limit the continued operation of a temporary sales center/marketing office where the underlying development approval remains active, the owner is making good faith efforts to actively pursue development, and development activity remains in compliance with applicable regulations and requirements; and

WHEREAS, the Village Commission desires to provide a more flexible mechanism for extending temporary sales centers/marketing offices approval periods while maintaining appropriate administrative oversight; and

WHEREAS, the Village Commission finds that allowing additional twelve (12)-month renewal periods following the initital twelve (12)-month period, until issuance of a Certificate of Occupancy, will provide appropriate flexibility for temporary sales centers and marketing offices associated with active development projects while maintaining administrative oversight; and

WHEREAS, the Village Commission recognizes that redevelopment within the KBD frequently requires the temporary placement of construction trailers and/or units used for the storage of construction material to facilitate permitted construction, rehabilitation, and demolition activities in a safe and efficient manner; and

WHEREAS, Section 15.3 of the ULDC governs temporary structures within the KBD but does not currently provide a mechanism to authorize construction trailers and/or units used for the storage of construction material associated with active development projects; and

WHEREAS, the Village Commission wishes to amend Section 15.3 of the ULDC to authorize construction trailers and units used for the storage of construction materials as temporary structures that may be administratively approved for periods of up to twelve (12) months, with administrative renewals by the Village Manager; and

WHEREAS, the Village Commission further finds that establishing an approval timeframe for construction trailers within the KBD that is consistent with the approval timeframe applicable to construction trailers within the RM-70 zoning district promotes uniformity in the administration of the Village's ULDC and provides predictability for redevelopment projects while maintaining appropriate administrative oversight; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended [approval/approval with conditions/denial]; and

WHEREAS, the Village Commission finds 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 Section 8.11 and Section 15.3 of the Village Code. That Section 8.11 and Section 15.3 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

Chapter 8 – Zoning

*** * ***

§ 8.11 – Use Exceptions.

* * *

B. *Use exceptions permitted.*

* * *

4. Temporary sales center/marketing office for a period of up to twelve (12) months, renewable administratively by the Village Manager for ~~up to two (2) additional twelve-month periods for a maximum of thirty-six (36) months.~~ additional 12-month periods (after the initial 12-month term) until the issuance of a Certificate of Occupancy for the applicable development project. Prior to approving any application for renewal, the Village Manager shall make the following findings: that the development approval is active; that the owner is making good faith efforts to actively pursue development; that development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and that the temporary sales center/marketing office and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible. Applications for renewal shall be made at least 90 days prior to the expiration of the then current approval period.

* * *

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.

e. 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.~~ for periods of twelve (12) additional months at a time, until the issuance of the Certificate of Occupancy for the applicable development project. Prior to approving any application for renewal, the Village Manager shall make the following findings: that the development approval is active; that the owner is making good faith efforts to actively pursue development; that development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and that the construction trailer and/or storage unit and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible. Applications for renewal shall be made at least 90 days prior to the expiration of the then current approval period.

f. 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.

* * *

Chapter 15 – Form-Based Code

* * *

§ 15.3 – Specific to Transect Zones – Kennedy Boulevard District (KBD).

* * *

C. Development Standards for T6 Transect Zones

* * *

5. Architectural Standards.

a. Permanent and Temporary Structures

(1) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(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*~~.~~ :

(a) Island Walk: Temporary Structures such as kiosks, stands, and tents may be allowed within the *Island Walk* easement and the *Waterfront Setback*.

(b) Pirates Alley: Temporary Structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

(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, construction trailers, and the like. Food trucks and other types of mobile food establishments shall comply with all state, county and applicable local licensing, permitting, and food and worker safety requirements.

(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.

(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.

(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:

(i) temporary sales centers may be approved for a period of up to twelve (12) months, renewable administratively ~~up to two (2) additional twelve (12) month periods for a maximum of thirty-six (36) months.~~for additional 12-month periods (after the initial 12-month term) until the issuance of a Certificate

of Occupancy for the applicable development project. Prior to approving any application pursuant to this subsection, the Village Manager shall make the following findings: that the development approval is active; that the owner is making good faith efforts to actively pursue development; that development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and that the temporary sales center/marketing office and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible. Applications for renewal shall be made at least 90 days prior to the expiration of the then current approval period.

(ii) food trucks and other mobile food establishments may be approved for a period of up to six (6) months, renewable administratively for additional six (6) month periods, subject to the sole discretion of the Village Manager upon a determination that the continued operation remains compliant with all applicable codes and regulations.

(iii) Construction trailers and/or units used for the storage of construction materials may be administratively approved for a period of up to twelve (12) months, renewable administratively for periods of twelve (12) additional months at a time, until the issuance of the Certificate of Occupancy for the applicable development project. Warrants issued pursuant to this subsection shall only be issued in connection with permitted building construction, rehabilitation, or demolition activity. Prior to approving any application pursuant to this subsection, the Village Manager shall make the following findings: that the development approval is active; that the owner is making good faith efforts to actively pursue development; that development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and that the construction trailer and/or storage unit and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible. Applications for renewal

shall be made at least 90 days prior to the expiration of the then current approval period. 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.

(g) Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this subsection.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the __day of _____, 2026.

PASSED AND ADOPTED on second reading on the __ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld ___
Vice Mayor Goran Cuk ___
Commissioner Doris Acosta ___
Commissioner Richard Chervony ___
Commissioner Andrew Rotondaro ___

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 OCTOBER 7, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.17.M, "SWIMMING POOLS, SPAS, AND HOT TUBS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MEASURE THE REAR SETBACK FOR SWIMMING POOLS, SPAS, AND HOT TUBS FROM THE REAR PROPERTY LINE ONLY, RATHER THAN FROM THE EASEMENT OR REAR PROPERTY LINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 883 1470 9308
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

FILTERS

Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Notice - Planning & Zoning Board Meeting

North Bay Village | Publish Date: Sep 22, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON OCTOBER 7, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON OCTOBER 20, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 “SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **ZOOM MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Oct 6, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON OCTOBER 20, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

Date: **October 20, 2026**

To: **Village Commission**

From: **Craig Pinder, AICP, Village Planner**

Thru: **Frank Rollason, Village Manager**

Subject: **STAFF REPORT – Text Amendment to Section 8.11 "Use Exception" and 15.3 "Temporary Structures"**

---

1. Background

Sections 8.11 and 15.3 of the Unified Land Development Code ("ULDC") establish regulations governing use exceptions and temporary structures within the Village. These provisions are intended to provide appropriate flexibility in the administration of the ULDC while ensuring that temporary uses and structures associated with development activities remain compatible with surrounding properties, comply with applicable regulations, and do not become a permanent development.

Sections 8.11.B.4 and 15.3.C.5.a of the ULDC currently allows temporary sales centers/marketing offices for a period of up to twelve (12) months, renewable administratively for up to two (2) additional twelve-month periods, for a maximum duration of thirty-six (36) months. The existing provision provides a mechanism to approve temporary sales centers and marketing offices associated with development projects; however, the maximum thirty-six (36) month timeframe may not correspond with the duration necessary for active development projects. Large-scale development and redevelopment projects may involve complex construction schedules, changing financing and market conditions, or other circumstances that may extend the time necessary to complete a project and obtain a Certificate of Occupancy.

The Kennedy Boulevard District ("KBD") regulations establish standards for permanent and temporary structures within the transect zones and currently allow certain temporary structures within specified locations. Section 15.3.C.5.a.(2)(c) currently permits 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 similar uses. However, the existing regulation does not specifically identify construction trailers or units used for the storage of construction materials as permitted temporary structures.

The proposed amendment modifies these provisions to provide additional administrative flexibility for

temporary sales centers and marketing offices associated with active development projects and establishes regulations for construction trailers and units used for the storage of construction material within the KBD.

2. Proposed Amendment

The proposed text amendment modifies Sections 8.11 and 15.3 of the ULDC to revise the regulations applicable to temporary sales centers/marketing offices and to authorize construction trailers and units used for the storage of construction material as temporary structures within the KBD.

Section 8.11.B.4 – Temporary Sales Centers/Marketing Offices

The proposed amendment modifies Section 8.11.B.4 to allow a temporary sales center/marketing office to be approved for an initial period of up to twelve (12) months and renewed administratively by the Village Manager for additional twelve (12) month periods until issuance of a Certificate of Occupancy. Unlike the existing provision, which establishes a maximum duration of thirty-six (36) months, the proposed language allows continued twelve (12) month renewals up to the issuance of the Certificate of Occupancy where the associated development remains active and complies with the following requirements:

- The underlying development approval remains active;
- The owner is making good faith efforts to actively pursue development;
- Development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and
- The sales center and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible.

Each request for a twelve-month renewal would be required to be submitted at least ninety (90) days prior to the expiration of the then-current approval period.

Section 8.11.B.8.e – Temporary Sales Centers/Marketing Offices

The proposed amendment to Section 8.11.B.8.e clarifies the renewal process for construction trailers approved through a Use Exception by establishing specific findings the Village Manager must make before approving renewals. Consistent with the proposed amendment for the renewal of Temporary Sales Centers/Marketing Offics, these findings include confirming:

- The underlying development approval remains active;
- The owner is making good faith efforts to actively pursue development;
- Development activity is adhering to all applicable regulations and requirements of the applicable development agreement; and
- The construction trailer and/or storage unit and development site are well maintained and kept orderly, free of litter, and with materials, equipment, and solid waste functions shielded from public view to the maximum extent possible.

The original approvals may be renewed in 12-month increments until issuance of the Certificate of Occupancy and requires renewal applications to be submitted at least 90 days prior to the expiration of the then-current approval period.

Section 15.3.C.5.a – Temporary Structures, specifically, Sales Centers/Marketing Offices and Construction Trailers/Units used for the Storage of Construction Material

The proposed amendment modifies Section 15.3.C.5.a to specifically recognize construction trailers as temporary structures that may be authorized within the applicable T6 transect zones. The amendment also establishes a specific approval period for construction trailers and/or units used for the storage of construction materials. Such temporary structures may be administratively approved for a period of up to twelve (12) months and renewed administratively for additional twelve-month periods until the issuance of a Certificate of Occupancy, consistent with Section 8.11.B.8.e.

Construction trailer warrants would only be issued in connection with permitted building construction, rehabilitation, or demolition activity. Each request for a twelve-month renewal would be required to be submitted at least ninety (90) days prior to the expiration of the then current approval period.

The proposed amendment would further require that all approved construction trailers, storage units, related outdoor storage, construction fences, and similar uses and structures be removed from the property prior to issuance of a Certificate of Completion or the first Certificate of Occupancy, whichever occurs first.

The amendment also modifies the renewal timeframe of temporary sales centers/marketing offices, consistent with the amendment to Sec. 8.11.B.4., to allow twelve (12) month renewal periods until the issuance of a Certificate of Occupancy, subject to meeting the requirements for the 12-month renewal.

In summary, the proposed amendments therefore provide:

- Additional administrative flexibility for the renewal period for temporary sales centers and marketing offices associated with active development projects;
- Specific findings that must be satisfied before a renewalof a temporary sales center/marketing office may be approved;
- A defined application period for requests to renew temporary sales centers and construction-related temporary structures;
- Authorization for construction trailers and construction material storage units within the applicable T6 transect zones;
- A twelve (12) month initial approval period and twelve (12) month renewal periods for construction trailers and construction material storage units;
- A requirement that construction trailers and storage units be associated with permitted construction, rehabilitation, or demolition activity; and

- A requirement that temporary construction-related structures and associated outdoor storage be removed at the completion of the project or issuance of the first Certificate of Occupancy, as applicable.

3. Analysis

1. Purpose and Need

The proposed amendment is intended to provide a more flexible and predictable regulatory framework for temporary uses and structures associated with active development and redevelopment projects while maintaining appropriate administrative oversight. Temporary sales centers, marketing offices, construction trailers, and storage units are commonly used to support sales, leasing, marketing, customer engagement, and construction activities. The duration of these activities is directly related to the size, complexity, construction schedule, market conditions, and other circumstances associated with individual projects.

The existing maximum period of thirty-six (36) months may require a temporary sales center or marketing office to terminate even when the underlying development approval remains active, construction is ongoing, and the project has not yet obtained a Certificate of Occupancy. In such circumstances, the expiration of the temporary sales center approval may occur although the developer is making a good faith effort to complete the approved development project. The proposed amendment replaces the fixed thirty-six (36) month maximum with a process allowing additional twelve-month administrative renewals until issuance of a Certificate of Occupancy

The amendment also clarifies that the renewal would not be automatic for temporary sales centers, marketing offices, construction trailers, and storage units. Rather, the Village Manager would be required to make specific findings demonstrating that the development approval remains active, the owner is making good faith efforts to pursue development, development activity remains compliant with applicable requirements, and the temporary sales center and development site are properly maintained.

The amendment also establishes a specific mechanism for construction trailers and construction material storage units within the Kennedy Boulevard District. Redevelopment and construction projects typically require on-site temporary facilities for construction administration, contractor operations, material storage, and related activities. The proposed amendment recognizes these operational needs while limiting such temporary structures to projects involving permitted construction, rehabilitation, or demolition activity.

The proposed twelve-month approval period, renewable for additional twelve-month periods until project completion, is intended to provide a timeframe that corresponds more closely with the duration of active construction projects. The requirement for removal prior to issuance of a Certificate of Completion or the first Certificate of Occupancy ensures that these temporary structures remain ancillary to active construction and do not become permanent site features.

2. Temporary Sales Centers and Marketing Offices

The amendment modifies the existing temporary sales center/marketing office approval process by eliminating the current thirty-six (36) month maximum and establishing a renewal process tied to the

status of the underlying development. The amendment does not create an unlimited or unconditional entitlement to maintain a temporary sales center. Each renewal would require administrative review and specific findings by the Village Manager.

The required findings provide standards for evaluating whether continued operation remains appropriate. In particular, the Village Manager must determine that:

1. The development approval remains active;
2. The owner is making good faith efforts to actively pursue development;
3. Development activity is complying with applicable regulations and requirements of the applicable development agreement; and
4. The sales center and development site remain well maintained and orderly.

3. Construction Trailers and Construction Material Storage Units
The amendment expressly recognizes construction trailers and units used for the storage of construction materials as temporary structures within the applicable urban transect zones of the KBD.

The existing code establishes a general framework for temporary structures but does not specifically identify construction trailers or construction material storage units as an authorized temporary structure within the KBD. The proposed amendment addresses this gap by establishing a clear approval process.

Construction trailer warrants would be limited to permitted building construction, rehabilitation, or demolition activity. This limitation ensures that the proposed allowance is tied to legitimate development activity and is not intended to establish a general authorization for permanent or unrelated storage facilities.

4. Administrative Consistency and Predictability
The proposed amendment provides greater consistency and predictability in the administration of temporary structures and development-related uses within the Village.

The current provisions establish different timeframes and procedures for different categories of temporary structures. The amendment establishes specific provisions for temporary sales centers and construction-related temporary structures that reflect their relationship to longer-term development projects and ensures consistency between both Section 8.11 and 15.3 of the ULDC.

The proposed provisions also establish a consistent twelve-month renewal cycle and require renewal requests to be submitted within a defined ninety-to-one-hundred-twenty-day window before expiration. These provisions provide applicants and staff with a clear administrative process while preserving the Village's ability to evaluate continued compliance.

5. Impacts on Surrounding Property
The proposed amendment is not anticipated to result in significant adverse impacts on surrounding properties because the authorization of temporary structures would remain subject to applicable dimensional standards, ULDC requirements, the Florida Building Code, and any applicable conditions of approval.

The proposed amendment includes additional safeguards for temporary sales centers and construction-related structures. The structures must be maintained in an orderly condition, and materials, equipment, and solid waste functions must be shielded from public view to the maximum extent possible.

Construction trailers and storage units would be limited to active permitted construction, rehabilitation, or demolition projects. The requirement for removal upon issuance of a Certificate of Completion or the first Certificate of Occupancy establishes that the temporary authorization is associated with the construction phase.

4. Consistency with Comprehensive Plan

The proposed amendments to Sections 8.11 and 15.3 of the Unified Land Development Code ("ULDC") have been reviewed for consistency with the Goals, Objectives, and Policies of the North Bay Village NBV100 Comprehensive Plan.

The Comprehensive Plan expressly recognizes the need to periodically review and revise the Village's ULDC and establishes policies supporting flexibility and predictability in the administration of land development regulations. The proposed amendment is consistent with these policies because it provides a clearer and more predictable process for the continued authorization of temporary sales centers and for construction-related temporary structures associated with active development projects.

The proposed amendment also supports the Comprehensive Plan's Future Land Use Element by establishing development regulations that accommodate active redevelopment while maintaining standards intended to ensure compatibility, orderly development, and compliance with applicable regulations.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** North Bay Village will strive to become a more livable, resilient, and prosperous community in the 21st century.
>
> **Objective 1.1**
> The Village will enhance a sense of community and focus on placemaking.
>
> *Policy 1.1.1:* Continue to implement the strategies of the NBV100 Master Plan through updates to the Unified Land Development Code and capital improvements planning.
>
> *Policy 1.1.6:* Promote economic development and create a compelling destination by capitalizing on existing resources and incentivizing flexibility and predictability in land development regulations.

* * *

GOAL: Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.

Objective 2.1
Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary.

* * *

Objective 2.2
Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality, livability, sustainability, resilience, and overall acceptability to local residents.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines and regulations for development and redevelopment.

* * *

5. Recommendation

Staff finds that the proposed text amendment to Section 8.11 and Section 15.3 of the ULDC is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan and recommends approval of the proposed amendment.

On October 7, 2026, the Planning and Zoning Board considered the ordinance and recommended approval. The vote was 3 in favor and 1 against. The Board discussed whether the Ordinance should be revised to make the processes for approval completely administrative in all zoning districts or whether they should continue to require a hearing for the original approval before the Board and Commission in non-Kennedy Boulevard Districts. After discussion, the Board agreed that the initial approval process should remain as it is currently.

6. List of Attachments to Staff Report

Attachment 1 – Ordinance 2026-XX – Amendment to Section 8.11 Use Exception and 15.3.C.5.a Temporary Structures

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.17.M, "SWIMMING POOLS, SPAS, AND HOT TUBS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MEASURE THE REAR SETBACK FOR SWIMMING POOLS, SPAS, AND HOT TUBS FROM THE REAR PROPERTY LINE ONLY, RATHER THAN FROM THE EASEMENT OR REAR PROPERTY LINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

Staff finds that the proposed text amendment to Section 8.17.M.2.b is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan and recommends **Approval** of the proposed amendment.

BACKGROUND AND ANALYSIS

Attached is the staff report for your review.

On October 7, 2026, the Planning and Zoning Board considered the ordinance and unanimously (4-0) recommended approval as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

NONE

ATTACHMENT(S):

Ordinance - Amending Sec 8.17 Swimming Pool Easement.docx
Notice of Public Hearing - MDC Legal Ads 09.22.2026.pdf
Staff Report.docx

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.17.M, "SWIMMING POOLS, SPAS, AND HOT TUBS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MEASURE THE REAR SETBACK FOR SWIMMING POOLS, SPAS, AND HOT TUBS FROM THE REAR PROPERTY LINE ONLY, RATHER THAN FROM THE EASEMENT OR REAR PROPERTY LINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes regulations to guide coordinated, balanced, and harmonious development in accordance with the Village's present and future needs, while protecting the public health, safety, and general welfare; and

WHEREAS, Section 8.17.M of the ULDC establishes regulations governing swimming pools, spas, hot tubs, and related accessory structures on residential properties to ensure that such improvements are appropriately located and maintain adequate separation from property lines and surrounding development; and

WHEREAS, Section 8.17.M.2.b of the ULDC establishes minimum setback requirements for swimming pools, spas, and hot tubs, including a 7.5-foot rear setback currently measured from the "Rear or Easement"; and

WHEREAS, certain residential lots are burdened by a utility easement running along the rear property line of such lot; and

WHEREAS, the Village Commission recognizes that the inclusion of the term "Easement" in the rear setback requirement results in a rear setback measured from a point within the residential property rather than the rear property line which reduces the area within which a pool, spa, or hot tub can be located and creates unnecessarily stringent setback requirements where a pool, spa, or hot tub already complies with the required 7.5-foot setback from the rear property line; and

WHEREAS, the proposed amendment will not reduce the existing 7.5-foot rear setback requirement from the rear property line, but will instead eliminate the separate measurement from an easement and provide a clear and consistent standard for the administration of the ULDC; and

WHEREAS, the Village Commission finds that the proposed amendment will facilitate the reasonable and efficient use of residential properties while maintaining appropriate separation between swimming pools, spas, hot tubs, and adjoining properties and preserving the character of the Village's residential neighborhoods; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended [approval/approval with conditions/denial]; and

WHEREAS, the Village Commission finds 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 Section 8.17 of the Village Code. That Section 8.17 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

Chapter 8 – Zoning

*** * ***

§ 8.17 – Supplemental Development Standards.

* * *

M. *Swimming pools, spas and hot tubs.*

* * *

2. Standards and requirements.

* * *

b. 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

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the

validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of October, 2026.

PASSED AND ADOPTED on second reading on the ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld ___
Vice Mayor Goran Cuk ___
Commissioner Doris Acosta ___
Commissioner Richard Chervony ___
Commissioner Andrew Rotondaro ___

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 OCTOBER 7, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.17.M, “SWIMMING POOLS, SPAS, AND HOT TUBS” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MEASURE THE REAR SETBACK FOR SWIMMING POOLS, SPAS, AND HOT TUBS FROM THE REAR PROPERTY LINE ONLY, RATHER THAN FROM THE EASEMENT OR REAR PROPERTY LINE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" AND SECTION 15.3 “SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)” OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY REGULATIONS AND PROCEDURES APPLICABLE TO USE EXCEPTIONS FOR TEMPORARY SALES CENTERS/MARKETING OFFICES AND CONSTRUCTION TRAILERS AND CONSTRUCTION MATERIAL STORAGE UNITS AS TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 883 1470 9308
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

FILTERS

Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Notice - Planning & Zoning Board Meeting

North Bay Village | Publish Date: Sep 22, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON OCTOBER 7, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

Date: **October 20, 2026**

To: **Village Commission**

From: **Craig Pinder, AICP, Village Planner**

Thru: **Frank Rollason, Village Manager**

Subject: **STAFF REPORT – Text Amendment to Section 8.17.M.2.b "Swimming Pools"**

1. Background

Section 8.17.M of the Unified Land Development Code ("ULDC") establishes regulations governing swimming pools, spas, hot tubs, and related accessory structures. The regulations are intended to ensure that swimming pools, spas, and hot tubs are appropriately located on a property, maintain adequate separation from property lines, and are compatible with the surrounding development.

Section 8.17.M.2.b establishes minimum setback requirements for swimming pools, spas, and hot tubs and currently provides the following:

Setback	Distance (Feet)
Front	25
Side (interior)	7.5
Rear or Easement	7.5
Structure	5
Side (corner)	15

The inclusion of the term "Easement" in the rear setback standard requires swimming pools, spas, and hot tubs to maintain a 7.5-foot setback from an easement when an easement is located on the property. However, this provision has not been applied consistently and may create unnecessary difficulties for property owners, particularly on residential lots where available buildable area is limited.

The application of a separate 7.5-foot setback from an easement also creates an overlap with the existing rear property line setback requirement. For single-family residential properties, easements located within the rear portion of the property are typically five (5) feet in width measured from the rear property line. Because swimming pools are already required to maintain a 7.5-foot setback from the rear property line, a swimming pool complying with the rear setback requirement would remain

outside of a typical five-foot rear easement.

2. Proposed Amendment

The proposed text amendment to Section 8.17.M.2.b of the ULDC removes the term “Easement” from the rear setback requirement applicable to swimming pools, spas, and hot tubs. The existing “Rear or Easement” setback standard would be revised to “Rear,” thereby establishing the rear property line as the applicable point from which the required 7.5-foot setback is measured. Specifically, the amendment provides:

- Elimination of a separate setback measurement from an easement when an easement is located within the rear portion of the property.
- Clarification that the required 7.5-foot rear setback for swimming pools, spas, and hot tubs is measured from the rear property line.
- Clarification and simplification of the setback standard to provide for more consistent application of the ULDC.

The proposed amendment is intended to eliminate an unnecessary setback measurement since the existing 7.5-foot setback measured from the rear property line is adequate to ensure that a swimming pool would not conflict with the existing easement at the rear of single-family properties.

3. Analysis

1. Purpose and Need

The proposed amendment addresses an additional setback requirement in the ULDC applicable to swimming pools, spas, and hot tubs that has created confusion for property owners seeking to construct these improvements. Under the current language, the rear setback is identified as “Rear or Easement,” which requires the setback to be measured from an easement when an easement is present on the property.

Based on staff’s review, rear easements are generally located within the first five (5) feet inward from the rear property line. As a result, the current requirement effectively reduces the usable rear-yard area available for a swimming pool by a total of thirteen and one-half (13½) feet when an easement is present, compared to seven and one-half (7½) feet when no easement is present. This distinction is particularly significant given the limited rear-yard area available on many single-family residential lots.

The Village requires a minimum rear setback of twenty (20) feet for residential properties. Recent building permit submittals demonstrate that new residential construction is frequently proposed at or near the required 20-foot rear setback. Under the existing language, when the setback for a swimming pool is measured from the edge of a five-foot utility easement rather than from the rear property line, the resulting usable area for a swimming pool could be reduced to as little as seven and one-half (7½) feet in width.

The existing required rear setback of seven and one-half (7½) feet, measured from the rear property

line to the waterline of a swimming pool, is sufficient to ensure that a swimming pool is not located within a rear easement. Additionally, all proposals for the construction of structures, including swimming pools, spas, and hot tubs, are required to be depicted on a survey signed and sealed by a certified surveyor. As part of the permit review process, staff verifies that permanent structures, including swimming pools, spas, and hot tubs, are not located within easements identified on the survey.

Accordingly, the proposed amendment would clarify the applicable rear setback measurement while maintaining adequate separation between swimming pools, spas, hot tubs, and existing easements. The amendment would also provide greater consistency and predictability for property owners, permit applicants, and staff during the site plan and building permit review process.

2. Setback and Property Line Relationship
The proposed amendment does not eliminate or reduce the required 7.5-foot rear setback for swimming pools, spas, and hot tubs. Rather, it clarifies that the setback is measured from the rear property line.

For typical residential properties where a five-foot-wide rear easement is located along the rear property line, a swimming pool that maintains the required 7.5-foot setback from the rear property line would also remain outside of the easement area. Accordingly, removal of the separate easement measurement does not result in a swimming pool being permitted within the rear easement in circumstances where the easement is located within the 7.5-foot rear setback area.

The amendment therefore maintains an appropriate separation between swimming pools and the rear property line while avoiding the imposition of a second, overlapping setback measurement.

3. Consistency and Administration
The proposed amendment will provide a clearer and more easily administered standard for property owners, design professionals, applicants, and Village staff. Establishing the rear property line as the sole point of measurement for the rear setback eliminates potential confusion regarding whether the setback should be measured from the rear property line or from an easement located within the property.

4. Impacts on Adjacent Properties and Easements
The proposed amendment is not anticipated to create adverse impacts on adjacent properties. The required 7.5-foot setback from the rear property line will remain in effect, providing adequate separation between swimming pools, spas, hot tubs, and adjoining properties.

Additionally, the amendment does not authorize the placement of structures or improvements within an easement where such placement is otherwise prohibited by the easement holder. Any easement restrictions would continue to apply independently of the ULDC setback measurement.

4. Consistency with Comprehensive Plan

The proposed amendment to Section 8.17.M.2.b of the Unified Land Development Code (“ULDC”)

has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the North Bay Village Comprehensive Plan and the NBV100 Master Plan. The amendment is consistent with the Comprehensive Plan because it clarifies the application of an existing supplemental development standard, eliminates a potentially burdensome setback requirement, and provides for a more practical and consistent application of the Village's ULDC without reducing the required 7.5-foot rear setback from the property line.

The amendment supports the Comprehensive Plan's objective of managing development through clear and appropriate regulations while maintaining the character and quality of the Village's residential neighborhoods. The proposed change does not eliminate the rear setback requirement or authorize a reduction in the required separation from the rear property line. Rather, it establishes the rear property line as the appropriate and consistent point from which the required setback is measured.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1**
> Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> **GOAL:** Consider rights of property owners in local decision-making.
>
> **Objective 14.1**
> Apply rules, ordinances, and regulations, with sensitivity for private property rights and not be unduly restrictive.
>
> *Policy 14.1.1:* In local decision-making, the Village shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
>
> *Policy 14.1.2:* In local decision-making, the Village shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
>
> * * *

5. Recommendation

Staff finds that the proposed text amendment to Section 8.17.M.2.b is consistent with the

development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan and recommends approval of the proposed amendment.

On October 7, 2026, the Planning and Zoning Board considered the ordinance and unanimously (4-0) recommended approval as presented.

6. List of Attachments to Staff Report

Attachment 1 – Ordinance 2026-XX – Amending Section 8.17 Swimming Pool Easement

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion Regarding a Proposed Ordinance on Animal Welfare - Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta wishes to initiate a discussion with the Village Commission regarding the potential development of legislation to support humane community cat management, volunteer engagement, public education, and the enforcement of animal cruelty laws.

Attached is her proposal for the Commission's review and consideration to help facilitate the discussion.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Animal Welfare.pdf

Discussion Item: Animal Welfare Ordinance and Implementation Framework

Sponsor: Commissioner Doris Acosta

Background

North Bay Village has demonstrated its commitment to responsible animal welfare through its existing ordinances, the work of the Animal Welfare Board, and the North Bay Village 100 Master Plan. As the Village continues to grow, there is an opportunity to strengthen these efforts by creating a comprehensive ordinance that formally supports humane community cat management, volunteer engagement, public education, and enforcement against animal cruelty.

Discussion

Request direction to the City Attorney and Administration to prepare an ordinance for Commission consideration that may include, but not be limited to:

• Official recognition and support of North Bay Village's Trap-Neuter-Return (TNR) program as part of the Village's animal welfare strategy.

• Installation of educational signage throughout the Village identifying designated TNR areas and encouraging responsible coexistence with community cats.

• Signage directing residents not to feed community animals outside of established TNR programs, while providing contact information for the Animal Welfare Board or designated volunteers for residents interested in reporting concerns, volunteering, fostering, donating, or learning more.

• Protection for registered or authorized TNR volunteers and caregivers performing humane animal welfare activities in accordance with Village policy.

• Enhanced penalties for intentionally poisoning, harming, trapping, abandoning, or otherwise abusing community animals.

• Public education initiatives promoting responsible pet ownership, spay/neuter programs, wildlife coexistence, and volunteer opportunities.

• Coordination with Miami-Dade County Animal Services and local nonprofit animal welfare organizations to maximize resources and community participation.

Purpose

The purpose of this discussion is to provide the Animal Welfare Board with additional policy support, align Village regulations with the goals of the North Bay Village 100 Master Plan, improve public awareness, encourage volunteer participation, and strengthen protections against animal cruelty while maintaining a humane, organized, and sustainable approach to community animal management.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on a Potential Art Exhibition Event at the Community Center - Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta wishes to engage the Village Commission in a discussion regarding the possibility of hosting an art exhibition at the Community Center.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion and Update on Village Departments' Use of Artificial Intelligence (AI) - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld seeks the Village Administration provide a update on the on Village Departments' Use of Artificial Intelligence [AI].

Deputy Village Manager and Human Resources Director Jenice Rosado, along with Chief Information Officer Johnny Saavedra, will provide the Village Commission with a comprehensive overview of the Village's use of artificial intelligence (AI).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion on Composting Services for Village Residents - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld wishes to engage the Village Commission regarding a potential composting service for the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion on the Proposed Use and Activities on the Ansin Family Park - Sponsored by Vice Mayor Goran Cuk

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk seeks to engage the Village Commission in a discussion regarding the proposed use and activities on the Ansin Family Park.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion Regarding Prohibiting Rideshare Parking within the Village - Sponsored by Vice Mayor Goran Cuk

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk seeks to have a discussion with the Village Commission regarding rideshare companies parking within the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Rideshare Parking.png


SPEED
LIMIT
25
Ride today

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion on Potential Co-Sponsorship of the October 22 "Green Sports Day" Event - Sponsored by Vice Mayor Goran Cuk

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Goran Cuk seeks the Village Commission's support to co-sponsor the October 22, 2026 "Green Sports Day" event.

Date: October 22, 2026
Time: 6:00 to 9:00 pm.

The event is being coordinated with the Green Sports Alliance and AFA/PFL and will feature free soccer clinics, community and environmental organizations, food, and music for Village residents.

The event organizer is requesting the Village's support in the following areas:
* Waiver of applicable permits
* Security and access to restrooms during the event
* Certificate of Liability Insurance
* Extension of Freebee service, if available and feasible

On October 12, Ms. Diaz, coordinator for Kick It, notified the Village that a one-day liability insurance policy would be required and estimated to cost less than $400.00.

Enclosed is the coordinator's complete programming schedule and event details for review.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$400 one day policy coverage.

PERSONNEL IMPACT
None

ATTACHMENTS
Kick It Forward.pdf

GRADIBLE™

PREPARED FOR THE VILLAGE OF NORTH BAY VILLAGE

KICK IT FORWARD

DATE
October 6, 2026 · 6–9 PM

LOCATION
North Bay Village
AFA International Center

PRODUCED BY
Gradible

PREPARED FOR
North Bay Village

WHY OCTOBER 6

A national sports holiday, in America's soccer capital.

THE DATE

Green Sports Day

Declared by President Obama at the White House on October 6, 2016, and marked every October 6 since by the global green sports community.

Hosted each year by the **Green Sports Alliance**, who are featuring this event.

THE CITY

America's soccer capital

18.2M World Cup–related searches — the highest per-capita of any U.S. metro

Miami topped the rankings ahead of Atlanta in an August 2026 Betway study.

The date has national meaning, and **Miami has never marked it.**



THE EVENT

One evening. One community. Real impact.

01 **Soccer Clinic** · 6:30–7:30 PM

Miami SCORES leads the elementary clinic; the middle-school block runs alongside the Academy's own session.

02 **Eco Village + Eco Passport** · all evening

Kids collect a stamp at every booth — a completed passport is a raffle entry for a fully funded academy camp.

03 **The Impact Backdrop**

A branded photo moment for families, athletes, coaches, and community leaders.

THE VILLAGE

Where education becomes an experience.

ZERO WASTE OPERATIONS

Coca-Cola Beverages Florida — beverages + circularity PENDING

Renüable — composting

Miami-Dade Water & Sewer — Water is Life refill station

COMMUNITY VILLAGE BOOTHS

Sneaker Impact — sneaker drive + DJ

Accountable Impact — SDG education PENDING

Florida Green Schools PTSA

UM Sustainability + Student Government Eco Agency — one shared booth

CLEO Institute — climate education

VolunteerCleanUp.org

Miami SCORES

FCC USA — Fútbol Con Corazón

Football for Peace PENDING

✓ Every booth is a stop on the Eco Passport journey. A completed passport enters your child to win **a fully sponsored academy summer camp.**

HYDRATION

The county brought the water.

MIAMI-DADE COUNTY

Water and Sewer



01 Miami-Dade Water and Sewer delivers, sets up and fills their Water is Life refill station for the evening.

02 Every family is asked to bring a reusable bottle. Florida Green Schools PTSA supplies backup coolers, and a partner has donated 50 stainless steel cups.

03 **No bottled water on site. Not reduced. None.**

Single-use plastic free, because the water comes from the tap and the county brought the tap.

CIRCULARITY

The cans don't end as trash.

We are asking Coca-Cola Beverages Florida for a right-sized role: drinks for the families who need them, and a closed loop on the containers.

01

For the kids who forget

Every family is asked to bring a refillable bottle. For those who arrive without one, Dasani bottles that get kept, capped and refilled at the water station all evening.

02

Cans with the food

Small Coke cans served alongside catering.

03

We do the collecting

Collection boxes donated in kind by a partner. We gather the cans and bottles on site and return them into Coca-Cola's recycling stream, so the loop still closes without Coke Florida staffing the night.

↺ **A small event, a real loop — scaled to what we actually are.**

BEVERAGE PARTNER



Coca-Cola Beverages Florida

CLINIC PARTNER

Miami SCORES

A free soccer clinic for elementary students.

MIAMI SCORES
Powered by Concacaf

THE CLINIC PARTNER

01 Miami SCORES offers after-school programs that support whole child development through the teamwork of soccer, the creativity of poetry, and the compassion of service-learning.

02 On October 6, Miami SCORES runs the elementary-age clinic, led by their own coaching staff. The communities they serve sit further from North Bay Village, so we are also inviting elementary students from nearby schools to fill the session.

THE NUMBERS

Here's what we're building toward.

150+
Attendees

75+
Youth players on the field

Zero
Landfill waste



6 SDGs activated on-site

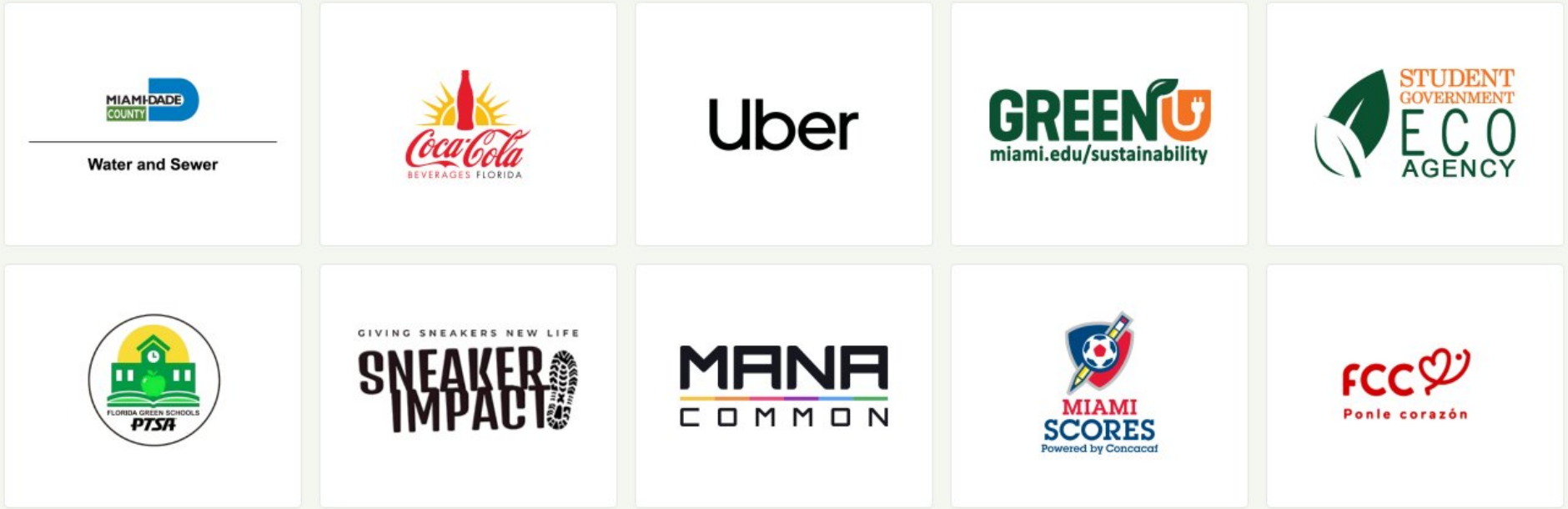
Every outcome measured. **We'll publish a post-event impact report** — your site credited against verified outcomes.

WHO STANDS BEHIND IT

This is not a one-off.
These institutions are already in.

CONFIRMED PARTNERS

10 & GROWING



GREEN SPORTS ALLIANCE

Featured by the Green Sports Alliance.

GETTING THERE

Uber is powering rides to the pitch.

A dedicated ride code for October 6 — so getting to North Bay Village is easy, affordable, and shared.

Uber

RIDE CODE

KickItForward

Valid October 6, 2026 only

70% off

Up to $32 per ride

2 rides

Per user, to and from the event

Shared rides in. **Fewer cars, lower emissions** — access and sustainability in the same move.

IN THE WORKS

EARLY CONVERSATIONS

Cold plunges out of an electric truck.

We are in early conversations with Rivian about pulling a truck on site and running cold plunges out of the bed — a recovery station for players after the clinics.



THE IDEA

An electric truck powering recovery.

The evening that closes the recycling loop also shows what an electric fleet can do on a field — no generator, no fumes.

WHERE IT STANDS

- Nothing signed. Early conversations only — we are not marketing this yet.
- Needs one vehicle-accessible spot near the pitch, which the site already provides.
- If it lands, it is additive. If it does not, the evening runs exactly as described.

Listed here for transparency — **pending, not promised.**

COMMUNITY PARTNER

How Kick It Forward found its home.



Opportunity FC provides more equitable access to youth sports. By leveraging intersections with business and government, we create winners throughout the youth sports ecosystem.

Kick It Forward found its home through **Brent Latham**, Mayor Emeritus of North Bay Village and founder of Opportunity FC.

WHAT THIS MEANS FOR NORTH BAY VILLAGE

A first, in your city.

01 Green Sports Day has never been marked in Miami. The first one happens here.

02 A few hundred families spend a Tuesday evening in the Village, most of them coming from outside it.

03 Miami-Dade Water and Sewer, Uber, the University of Miami, Miami SCORES and a dozen community organizations all show up in North Bay Village on the same night.

04 AFA International, the Argentine Football Association's academy, is showcased as a facility in your city.

05 This is built to be annual. North Bay Village could be its permanent home, not its first stop.

THE ASK

STAND BEHIND IT WITH US.

Green Sports Day. October 6, 2026 · 6–9 PM. AFA International Center, North Bay Village.

A letter of support from the Village lets us close our final partner conversations. We would also welcome help on permits, security, restrooms, and getting the word out to residents.

EVENT LEAD

Yadira Diaz

Founder, Gradible

yadira@gradible.co
gradible.co

PREPARED FOR

North Bay Village

Host city

GRADIBLE™

ITEM NO. 14.H

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Christina Viala, Chief Resilience Officer

SPONSORED BY:

SUBJECT: Discussion on Establishing a Green Infrastructure Policy

---

RECOMMENDATION

At its May 26, 2026 Meeting, the Sustainability & Resilience Task Force reviewed the proposed Green Infrastructure Policy and unanimously recommended its approval by the Village Commission.

BACKGROUND AND ANALYSIS

The proposed policy would update the Village Code to strengthen resilience, stormwater management, and climate adaptation practices by requiring the integration of Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies into all Village infrastructure projects.

The policy introduces updated definitions, including Chief Resilience Officer, Capital Improvement Project, Nature-Based Solutions, and nationally recognized sustainability rating systems. It establishes §53.116, which requires all Village infrastructure projects to incorporate GSI and LID to the maximum extent practicable, reduce stormwater runoff, improve water quality, and preserve natural drainage patterns. Each infrastructure project must include a Stormwater Management Plan demonstrating regulatory compliance, water quality treatment measures, and long-term maintenance provisions. The policy also requires the Village to track GSI implementation, stormwater performance, and resilience outcomes to support reporting and funding eligibility. The policy formalizes the coordinating role of the Chief Resilience Officer in procurement and design processes, ensuring that resilience, sustainability, and stormwater considerations are integrated early in planning and design across all infrastructure-related activities and consultant engagements.

Sustainability and Resilience Task Force Recommendation:

At its May 26, 2026 meeting, the Sustainability & Resilience Task Force reviewed the proposed Green Infrastructure Policy and unanimously recommended its approval by the Village Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Green Stormwater Infrastructure Policy Discussion.pdf
Green Infrastructure Policy-Final.docx
SRTF 05.26.2026 Draft Minutes.pdf

NORTH BAY VILLAGE
EST. 1945

Green Stormwater Infrastructure Policy Discussion

Presenter: Christina Viala, Chief Resilience Officer

June 29th, 2026

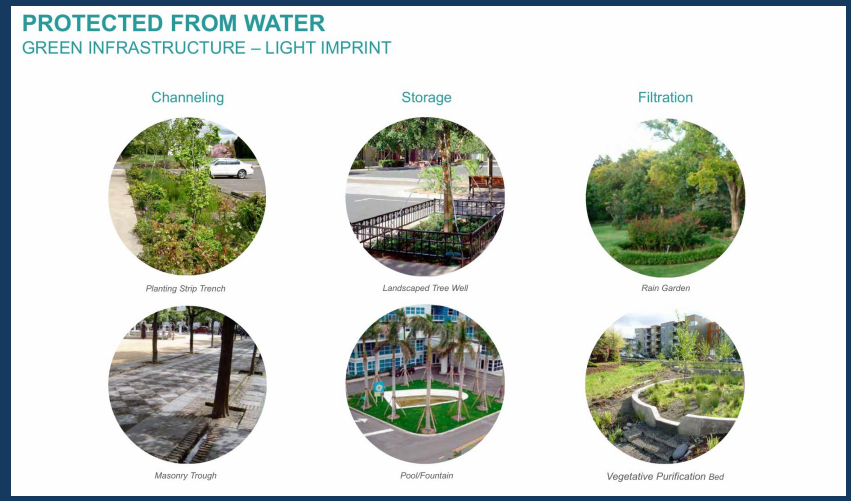
Why use Green Stormwater Infrastructure?

NORTH BAY VILLAGE
EST. 1945

- Water quality improvement
- Less runoff to Biscayne Bay
- Cooler neighborhoods via shade + evapotranspiration
- Better groundwater recharge
- Health & ecosystem benefits

Practices NBV Can Use

- Permeable pavement (parking bays, paths)
- Bioretention / bioswales / rain gardens
- Stormwater planters
- Subsurface infiltration / storage
- Tree canopy & enhanced tree trenches
- Rainwater harvesting (cisterns, barrels)
- Green roofs / blue-green roofs
- Floating wetlands for appropriate water bodies



Consistent with Village Plans

NORTH BAY VILLAGE
EST. 1945

NBV 100

Vulnerability Assessment and Adaptation Plan

Stormwater Masterplan

Consistent with Regional Leaders

NORTH BAY VILLAGE
EST. 1945

Miami Dade County: Adopted the **Envision Sustainable Infrastructure Rating System** for County-funded infrastructure projects.

City of Miami: Requires capital projects addressing stormwater or flooding to consider: Nature-based solutions, **Envision/WEDG** certification, landscape architect with nature-based solutions experience

Miami Beach identified benefits including Water quality improvement, Flood mitigation support, Urban heat reduction, Tree canopy enhancement, **Biscayne Bay protection**

Key Elements of The Policy

NORTH BAY VILLAGE
EST. 1945

- Applies exclusively to Village-managed or Village-funded infrastructure projects
- Adds clear definitions (CRO, CIP, Nature-Based Solutions, etc.) to support consistent implementation
- GSI/LID required in all Village capital projects (foundational expectation)
- Stormwater Management Plan becomes standard practice (modeling, water-quality treatment, O&M)
- Establishes certification pathways: Envision, SITES, LEED, WEDG, or documented equivalency
- CRO (or designee) participates in CIP planning, scopes, RFQs/RFPs/ITBs, and design criteria
- Encourages visible demonstration projects in parks, streets, and public facilities
- Requires maintenance, inspections, and asset-management tracking to support performance and grants

Discussion

Let’s establish GSI/LID as the standard for Village capital projects!

Thank you.

◈ 1. ADD NEW DEFINITIONS (Amend § 53.103)

Chief Resilience Officer (CRO) means the Village official or designee responsible for resilience planning, sustainability initiatives, climate adaptation coordination, floodplain management, sea level rise planning, and related intergovernmental coordination activities.

Capital Improvement Project (CIP Project) means any Village-funded or Village-managed public infrastructure project included within the Village's Capital Improvement Program.

Nature-Based Solutions means infrastructure, landscape, ecological, or engineering approaches that utilize natural systems or processes to reduce flooding, improve water quality, manage stormwater, increase resilience, or provide environmental and community benefits.

Envision Rating System means a sustainability and resilience framework developed by the Institute for Sustainable Infrastructure used to evaluate and certify the sustainability of civil infrastructure projects across quality of life, leadership, resource allocation, natural world, and climate and resilience categories.

WEDG (Waterfront Edge Design Guidelines) means a rating system and set of guidelines that promote resilient, ecological, and publicly accessible waterfront design, developed by the Waterfront Alliance.

◈ 2. NEW SECTION (CIP-FOCUSED)

§ 53.116 – Green Stormwater Infrastructure Requirements for Capital Improvement Projects

(A) Intent

To enhance flood resilience, improve water quality, and protect Biscayne Bay by requiring the integration of Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies into Village Capital Improvement Projects.

(B) Applicability

This section shall apply exclusively to all Capital Improvement Projects (CIP) undertaken, funded, or managed by the Village.

(C) Required Integration of Green Stormwater Infrastructure

All Capital Improvement Projects shall:

1. Incorporate Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies to the maximum extent practicable.
2. Minimize stormwater runoff volume and pollutant discharge
3. Reduce impervious surfaces where feasible
4. Preserve or enhance natural drainage patterns where practicable

(D) Stormwater Management Plan Requirement

All Capital Improvement Projects shall include a Stormwater Management Plan demonstrating:

- Compliance with applicable FDEP, Miami-Dade County, and Village requirements
- Integration of GSI and LID strategies
- Water quality treatment measures
- Operation and maintenance provisions

(E) Public Infrastructure as Demonstration Projects

Capital Improvement Projects shall, where feasible:

- Integrate stormwater BMPs into:
    - Streets and rights-of-way
    - Parks and open space
    - Public buildings and facilities
    - Waterfront areas
- Serve as demonstration projects to promote public awareness and private-sector adoption

(F) Sustainability and Resilience Certification Requirement

All applicable Capital Improvement Projects shall be designed to achieve certification under one of the following rating systems, as appropriate to project type:

- Envision (infrastructure projects)
- LEED (vertical construction)
- SITES (parks and landscape projects)

- WEDG (waterfront projects)

The Village Manager or designee may establish minimum certification thresholds or allow documented equivalency where certification is not feasible.

(G) Maintenance and Performance

All Green Stormwater Infrastructure and stormwater BMPs implemented through Capital Improvement Projects shall:

- Be maintained by the Village or designated entity
- Be incorporated into asset management or maintenance programs
- Be subject to periodic inspection to ensure performance

(H) Data Tracking and Reporting

The Village shall:

- Track the implementation of GSI across Capital Improvement Projects
- Maintain records to support:
    - Stormwater performance
    - Water quality improvements
    - Resilience outcomes
- Use this data to support grant funding, reporting, and sustainability certifications

(I) Procurement and Design Coordination.

The Chief Resilience Officer or designee shall coordinate with relevant Village departments, consultants, and design professionals throughout CIP planning, procurement, and design to identify feasible resilience, sustainability, and green infrastructure opportunities, and shall participate in the development and review of RFQs, RFPs, ITBs, scopes of work, design criteria packages, and related procurement or design documents involving resilience, stormwater management, sustainability, or infrastructure adaptation.

NORTH BAY VILLAGE
EST. 1945

SUSTAINABILITY AND RESILIENCY TASK FORCE
VIRTUAL MEETING MINUTES
TUESDAY, May 26, 2026, | 6:30 P.M.
MEETING ID: 848 8743 1382

1. Call to Order / Roll Call:

a. Chair Alisha Graham called the virtual meeting to order at 6:33 p.m.

b. Roll Call

i. **Board Members Present:**

1. Board Member Alisha Graham
2. Board Member (new) Jessica Alessio
3. Board Member David Doebler
4. Board Member Oliver Pfeffer (joined late)
5. Board Member Brenda Krebs

ii. Village Staff Present:

1. Rachel Streitfeld, Mayor
2. Johnny Saavedra, Chief Information Officer
3. Alba Chang, Village Clerk
4. Jenice Rosado, Deputy Village Manager
5. Christina Viala, Chief Resiliency Officer

iii. Additional Participants: None

1A. Oath of Office to New Task Force Member.

Task Force Member Jessica Alessio was sworn in as new Member by Village Clerk Alba Chang.

2. Approval of Last Meeting Minutes: **March 24, 2026**

a. No changes or recommendations – Minutes approved.

b. Board member A. Graham made the motion to approve. Board member B. Krebs seconded it and the motion passed by unanimous vote.

3. Old Business

3A. (1) Update on Biscayne Bay Marine Health Summit on May 20, 2026.

DRAFT

D. Doebler gave an update on the 2-day event, which is led by a group of clean water advocates who are working together to raise awareness about the health of Biscayne Bay. There is a Biscayne Bay Task Force that created a report that is the guiding document for the recovery of the health of the Bay. This Task Force put together the Biscayne Bay Watershed Management Advisory Board (which D. Doebler is a member of). This was the 6th summit and the focus this year was to drive forward Miami-Dade County's Reasonable Assurance Plan, which is a roadmap describing how we are going to reduce the nutrients (primarily nitrogen) that enter Biscayne Bay, which is the root of the problem with the health of the Bay. Nitrogen fuels algae growth which blocks the light from the seagrass and kills it.

Christina Viala attended the Summit as well. Videos of the Summit will be available on YouTube. A. Graham appreciated the idea of using oysters and sponges for filtration, and D. Doebler mentioned that these projects (like oyster shelves) are great opportunities to pursue.

3A.(2) Update on Stormwater Master Plan.

CRO Viala gave a summary overview regarding how the Plan divides our Stormwater system into three areas: Harbor Island, North Bay Island and Treasure Island, and that each are in a different stages of design and construction. Harbor Island's system is being designed by Rebec Engineering, currently over 60% designed, waiting on underground utilities surveying before being completed. North Bay Island is completely designed, it's in the pre-construction phase and getting some tweaks to the plan, one of which awaits a reply from FPL. Treasure Island is the most challenging and currently experiences the most flooding issues. There were at one time 3 different engineering consultants working on the Treasure Island stormwater plan, but there were complications, so rather than having multiple designers and consultants, it is now proceeding with a more streamlined approach. This new approach is hopefully going for approval at the City Commission in June.

3B. Green Infrastructure Policy.

This item was discussed in detail at the prior meeting, and Christina Viala recapped the primary aspects of the plan to add green protocols into all CIP (city infrastructure) projects. Mayor Streitfeld suggested that the task force should consider a motion.

ACTION: D. Doebler to Recommend to the North Bay Village Commission to approve the Green Infrastructure Policy. A. Graham seconded the motion. The motion passed BY unanimous voice vote.

3.C. Discussion on Sustainable Procurement Policy.

CRO Christina Viala presented on this at the prior meeting. She mentioned that there was some concern about how this policy might impact costs. A. Graham offered to get together with Christina to discuss specifics about products, and O. Pfeffer asked if there would be anything in the language about types of supplies and cleaning products that would be

DRAFT

purchased. D. Doebler agreed that it would be given to provide intent and guidelines such as “plastic free to the greatest extent possible” rather than getting in the weeds of recommending specific products.

4. New Business

4A. Update on Landfill Waste Diversion Strategy.

D. Doebler gave a brief recap of this item which was discussed in detail at the prior meeting, which detailed the idea of developing 3 simultaneous RFPs with the base idea of “pay as you throw”. The 3 RFPs would be for: 1) Residential Landfill; 2) Multifamily landfill and recycling; 3) Composting. Mayor Streitfeld mentioned that the Commission takes the recommendations of this Task Force seriously.

D. Doebler gave the presentation to the Commission at the last meeting, but there was not a formal recommendation at the time.

ACTION: O. Pfeffer moved to recommend that the North Bay Village Commission consider utilizing a three-RFP approach for waste and recycling services. The recommendation further emphasized that the Sustainability and Resilience Task Force (SRTF) be authorized to review draft RFPs prior to issuance and provide written comments to staff, and that an SRTF representative be appointed to serve on any selection committee established for the procurement process. B. Krebs seconded the motion, which passed unanimously.

5. Staff/Commission Liaison updates:

The Mayor mentioned a recent meeting on Friday with Christina and Tom Klein from the University of Miami and the Center for Urban and Community Design. This initiative of undergraduate and graduate design students will be working on ideas for the Stormwater Park on Treasure Island for their seminar. They are working on an agreement and Tom is planning on presenting at the next Task Force meeting. The students are paired with professionals so that once the ideas are fleshed out, the next step is that professionals will work on the plans further to make sure they meet all existing standards and requirements. O. Pfeffer asked if there would be charettes, and the Mayor confirmed that there would be a lot of community engagement. The Mayor also advised everyone about the upcoming grand opening of the new Community Center. Christina gave an update on her experience at the Biscayne Bay Marine Health Summit.

6. Public Comments:

Deputy Village Manager Jenice Rosado mentioned that this was the first time she attended the SRTF meeting and appreciated the work we are doing.

7. Next Meeting: June 30, 2026

8. Adjournment:

DRAFT

a. Motion to Adjourn: D. Doebler motioned to adjourn,
    i. **Second**: Board Member O. Pfeffer seconded.
    ii. **Vote:** All in favor – Voice Vote
    iii. **Motion:** Passed
b. Adjourned: 7:56 pm

DRAFT

ITEM NO. 14.I

North Bay Village
Recommendation Memorandum

DATE: October 20, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion on Weekend Construction Hours - Sponsored by Vice Mayor Cuk

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk seeks to engage the Village Commission in a discussion regarding permitted construction hours on weekends.

To support the discussion, the relevant section of the Village Code, § 96.04, is provided below for reference.

§ 96.04 - Construction activity.
(A)It shall be unlawful for any person to conduct any building construction operations on Saturdays, Sundays, and national holidays except as provided below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by unreasonably loud, excessive, unnecessary or unusual noise, except as provided below.(B)The Village Manager is empowered to determine and declare that an emergency condition exists and authorize construction activity at times other than allowed above only as is necessary to meet the emergency. For purposes of this section, the definition of an emergency shall be any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.(C)The Village Manager is authorized to permit extended construction activity at times other than allowed above upon written request and payment of extended construction hour fees. The Village Manager may set fees based on the expected consumption of Village resources and staff time and may place conditions on the construction activity authorized under this section

as necessary. Non-emergency construction activity shall not be permitted on Sundays or national holidays. Upon approval by the Village Manager, notification of the extended construction activity times shall be made to owners of property within 100 feet of the property which has been approved for extended hours. Notification shall be performed by the Village at the cost of the applicant. Notification to multi-family properties shall be made to the property manager for distribution to the individual dwelling units.
(Ord. No. 2021-010, § 3, 6-8-21)

§ 96.05 - Temporary permits.
(A)Requirements and procedures. The Village Manager is authorized to issue a temporary permit to allow noise that would otherwise be prohibited when produced by a temporary use, special event, or activity as provided in this section. The Village Manager may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this section shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted.(B)Violation of temporary permit. The issuance of a temporary permit is a privilege and does not constitute a right or expectation that said permit would remain in effect. Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in chapter 153.(C)Revocation of temporary permits. Any temporary permit may be immediately revoked if the Village Manager finds that an emergency condition exists involving serious danger to the public health, safety, or welfare; if the permit holder failed to disclose or misrepresented material information in the permit application or in the permit application process; or that there was a failure to comply with any condition of a particular temporary permit.
(Ord. No. 2021-010, § 3, 6-8-21)

The following is an overview of the current status regarding weekend construction:

1. Saturday –
a. Continuum, Shoma Bay, Tula, Pagani – Access to the worksites from sunup till sundown – Noise work can begin after 9am and must cease by 5pm – No large concrete pours on Saturday - no work on National Holidays

b. Residential – No work on Saturday or National Holidays

2. Sunday – No work unless an Emergency approved by the Village Manager

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

PERSONNEL IMPACT
None

ATTACHMENTS
Section 96.04 - Construction Activity .pdf

§ 96.04 - Construction activity.

(A) It shall be unlawful for any person to conduct any building construction operations on Saturdays, Sundays, and national holidays except as provided below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by unreasonably loud, excessive, unnecessary or unusual noise, except as provided below.

(B) The Village Manager is empowered to determine and declare that an emergency condition exists and authorize construction activity at times other than allowed above only as is necessary to meet the emergency. For purposes of this section, the definition of an emergency shall be any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.

(C) The Village Manager is authorized to permit extended construction activity at times other than allowed above upon written request and payment of extended construction hour fees. The Village Manager may set fees based on the expected consumption of Village resources and staff time and may place conditions on the construction activity authorized under this section as necessary. Non-emergency construction activity shall not be permitted on Sundays or national holidays. Upon approval by the Village Manager, notification of the extended construction activity times shall be made to owners of property within 100 feet of the property which has been approved for extended hours. Notification shall be performed by the Village at the cost of the applicant. Notification to multi-family properties shall be made to the property manager for distribution to the individual dwelling units.

(Ord. No. 2021-010, § 3, 6-8-21)

§ 96.05 - Temporary permits.

(A) *Requirements and procedures.* The Village Manager is authorized to issue a temporary permit to allow noise that would otherwise be prohibited when produced by a temporary use, special event, or activity as provided in this section. The Village Manager may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this section shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted.

(B) *Violation of temporary permit.* The issuance of a temporary permit is a privilege and does not constitute a right or expectation that said permit would remain in effect. Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in chapter 153.

(C) *Revocation of temporary permits.* Any temporary permit may be immediately revoked if the Village Manager finds that an emergency condition exists involving serious danger to the public health, safety, or welfare; if the permit holder failed to disclose or misrepresented material information in the permit application or in the permit application process; or that there was a failure to comply with any condition of a particular temporary permit.

(Ord. No. 2021-010, § 3, 6-8-21)