NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, May 20, 2025 at 6:00 PM
1666 Kennedy Causeway, #101,
North Bay Village, FL 33141

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 889 6094 4665 | Passcode: 836856
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
Meeting ID: 889 6094 4665 | Passcode: 836856
Tuesday, May 20, 2025
6:00 PM

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

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

2. **Order of Business**

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

3.A. Presentation of a Proclamation on Jewish American Heritage Month - Sponsored by Mayor Rachel Streitfeld and Co-sponsored by Richard Chervony

3.B. Presentation of 2025 Saidi Sisters Memorial Scholarship Winners

The presentation aims to recognize and award Scholarships to deserving North Bay Village students in memory of two residents who tragically lost their lives

3.C. Introduction of the New NBVPD K-9 Unit

Handler Officer Christopher Guzman and K-9 "Drax"
Handler Officer Branden Stephens and K-9 "Atlas"

3.D. Recognition of Police Officer of the Quarter

Acknowledge Sergeant Norlan Benitez, Detective Hubert Molina, Detective Livan Palacio and Officer Jairo Borrell as Officers of the Quarter for January-March 2025.

Officer of the Quarter-Benitez-Molina-Palacio-Borrell.pdf

4. Open Forum

5. Approval of Commission Minutes

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

*** March 18, 2025 - Regular Commission Meeting**
*** April 15, 2025 - Regular Commission Meeting**

03.18.2025 - RC Meeting Minutes - Draft.pdf
04.15.2025 - RC Minutes - DRAFT.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Community Enhancement Board Report

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Communications & Special Events Report (April 2025)
Comms-Events Report - April 2025.pdf

9.B. Code Enforcement Report (April 2025)
Code Monthly Report April-2025.pdf

9.C. Traffic Enforcement Report (April 2025)
Monthly Traffic Report (April 2025).pdf

10. Village Clerk's Report

10.A. Village Clerk's Report for April 2025
PRR - April 2025.pdf
Advisory Board Attendance Records - April 2025.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, ADOPTING A POLICY RELATING TO THE USE OF VILLAGE RESOURCES FOR COMMUNICATING AND ORGANIZING OFFICIAL VILLAGE EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY VICE MAYOR GORAN CUK

It is recommended that the Village Commission approve a resolution establishing a policy relating to the use of Village resources in communicating official Village events.
Resolution - Policy for Communicating Official Village Events.DOCX
Exhibit A-Policy for Use of Village Resources.DOCX

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MICHELLE LARCHE DBA CHELLA FIT 305 FOR FITNESS RECREATION SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY VICE MAYOR GORAN CUK

It is recommended that the Village Commission approve an agreement with Chella Fit 305 for Fitness Recreation Services.

Resolution - Chella Fit 305 Michelle Larche-Fitness Classes.DOCX
Exhibit A-PSA-Chella Fit 305 Michelle Larche-Fitness Classes.DOCX

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE ATTORNEY RATES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA

It is recommended that the Village Commission approve the Rate Updates with Weiss Serota Helfman Cole + Bierman, PL for Village Attorney Services.
Resolution Approving Village Attorney Fees.DOCX

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE YMCA OF SOUTH FLORIDA, INC. 2025 SUMMER CAMP PROGRAM IN AN AMOUNT NOT TO EXCEED $30,560; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission ratify the allocation of $30,560 in additional funding used to accommodate 29 waitlisted children in the 2025 Summer Camp Program.

Resolution Addt. Funding for the YMCA Summer Camp (5-25).DOCX
YMCA SoFlo- Invoice.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING CBIZ CPAS P.C. FOR MUNICIPAL AUDITING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-003; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission select CBIZ CPA's PC for the Village's Annual Financial Audit Services.

Resolution Selecting Municipal Auditor for Auditing Services.DOCX
Exhibit A-Auditing Services Agreement - CBIZ - RFP 2025-003.DOCX
Resolution No. 2025-002 - Auditor Selection Committee.pdf
RFP 2025.003 Auditing Services.pdf
CBIZ Proposal.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission extend the professional services agreement for an additional three-year term, with the option to renew for two subsequent one-year periods, to maintain ongoing planning services.

Resolution- CGA Planning Agreement.DOCX
Exhibit A - CGA -PSA Amendment-General Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf
Rates Comparison for prior years.pdf
Existing PSA CGA - Planning Services Agreement.pdf

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH FORERUNNER INDUSTRIES, INC. FOR SOFTWARE SERVICES TO SUPPORT THE VILLAGE'S FLOODPLAIN MANAGEMENT AND PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) IN AN AMOUNT NOT TO EXCEED $11,500 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE RENEWALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve an Agreement with Forerunner Industries, Inc. to support the Village's Floodplain Management.

Resolution Approving Forerunner Industries Agreement.DOCX
Exhibit A-Forerunner MSA and SOW-Updated 2025-05-12.DOCX
Forerunner -Sole Source Letter.pdf

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS WITHIN FDOT RIGHT OF WAY ALONG STATE ROAD 934 (NE 79TH STREET/KENNEDY CAUSEWAY) RELATED TO THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX SIGNALIZATION PERMIT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to execute a Construction Agreement with the Florida Department of Transportation (FDOT) for the Village Hall Signalization Permit.

Resolution -FDOT Construction Agreement - Village Hall.DOCX
Exhibit A-FDOT Signalization Agreement.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EMERGENCY EXPENDITURES RELATED TO THE PURCHASE OF REPLACEMENT PUMPS AND SERVICES FOR THE TREASURE ISLAND AND VILLAGE HALL SEWER PUMP STATIONS IN THE AMOUNT OF $62,284.10; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORK DIRECTOR STEVEN BUCKLAND)

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to DoneRite, with a total expenditure of $62,284.10.

Resolution Ratifying Emergency Repairs- Pump Stations.DOCX
Exhibit A-inv.18832.pdf
Exhibit B-inv.18888.pdf
Exhibit C-Budget Amendment Repairs to the Pump Station.pdf

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL SAMPLING, DRAFTING OF A SITE ASSESSMENT REPORT ADDENDUM, AND PREPARATION OF UPDATES TO THE SOIL MANAGEMENT PLAN FOR THE 1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $80,766 PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

Staff recommends that the Village Commission approve the proposal from Kimley-Horn and Associates in the amount of $80,766.00 for soil management services at the Galleon Street redevelopment project.

Resolution Wo to KHA for Soil Sampling.DOCX
Reso Exhibit A - NBV ReDev WO 4 signed by KH.pdf

11.K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1801 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER MIAMI IN AN AMOUNT NOT TO EXCEED $15,310.05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to truck #1801 performed by Nextran Truck Centers in the amount of $15,310.05.

Resolution - Ratifying Repair Services Sanitation Truck 1801 .DOCX
Nextran Invoice & Truck 1801.pdf
Emergency Repairs Memo - Truck 1801.pdf

11.L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EXECUTION OF A MASTER RENTAL AGREEMENT WITH BIG TRUCK RENTAL, LLC FOR TWO SOLID WASTE TRUCKS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency truck lease with Big Truck Rentals at a rate of $17,000.00 per month.

Resolution Big Truck Rental Agreement for Sanitation Trucks.DOCX
Exhibit A-Big Truck Rental, LLC - Garbage Trucks Lease.pdf
Exhibit B-Big Truck Rental, LLC - Truck Lease - Suppl. Agreement.pdf
Village Manager approval email.pdf

11.M. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUESTS NO. 9 AND NO. 11 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $709,822 AND $40,680, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve two (2) work orders for the design of the additional floor and the Art in Public Spaces, totaling $750,502.

Resolution WJA Village Hall-Additional Floor and AIPP.DOCX
Exhibit A-25.0428 NBV Additional Services Request #09.pdf
Exhibit B-25.0428 NBV Additional Service Request #11.pdf

12. First Reading of Ordinances

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

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the Special Area Plan (SAP) at the first of two Public Hearings. The Second Public Hearing on this matter will be held on Tuesday, June 17, 2025, at 6:00 p.m. or as soon thereafter.

Staff Report SAP and Concept Plan Continuum.pdf
Ordinance - Creating Continuum SAP - 5-12-25.docx
Exhibit C - Continuum Waterfront District SAP (Appendix C).docx
SAP Application.pdf
Regulating Plan/Site Plan - Continuum Waterfront District .pdf
Survey.pdf
Level of Service Analysis for 1755.pdf

Level of Service Analysis for 1819.pdf
Current Zoning Map.pdf
05.20.2025 - Public Notice of PH-05-09-2025.pdf
Notice of Intent to Consider a DA - Miami Herald. Mailed.pdf

13. Public Hearings

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

13.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; 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 Development Agreement at the first of two Public Hearings. The Second Public Hearing on this matter will be held on Tuesday, June 17, 2025, at 6:00 p.m. or as soon thereafter.

Resolution Approving Development Agreement - Continuum.DOCX
Development Agreement - FR - 5-12-25.docx
Notice of Intent to Consider a DA- MH-Mailed-MDCL.pdf
MH Affidavit05.09.2025 .pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason

1850-1872 Kennedy Causeway - Development Agreement.pdf
Notice of Default to - 1872 79th Street Causeway.PDF
03.11.25 Resp to Not of Def from NBV_final.pdf
Reply to Shoma's Response - Notice of Default of D. Agreement.pdf
04.04.25 Shoma ltr to H. Sera_4.4.25.pdf
04.25.2025 Offer -Shoma North Bay Village.pdf

14.B. Discussion on Exploring the Increase of Community Contribution Fees for New Developments - Sponsored by Commissioner Richard Chervony and Co-sponsor by Mayor Rachel Streitfeld

Resolution No. 2025-019 - Amending Fee Schedule.pdf

14.C. Discussion on NBV Micromobility - Commissioner Doris Acosta

14.D. Discussion on Establishing an Internship Program in North Bay Village - Sponsored by Commissioner Doris Acosta
Unpaid Internship Application.pdf
Internship Hiring Flyer.pdf

14.E. Discussion Regarding the 2025 Summer Recess Schedule for Commission Meetings - Village Clerk, Alba L. Chang

Staff is seeking guidance from the Village Commission on which month (July or August) to not have a Regular Commission Meeting.

2025 VC Meeting Calendar - Approved 01.21.2025..pdf

15. Adjournment

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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: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld and Commissioner Richard Chervony

SUBJECT: Presentation of a Proclamation on Jewish American Heritage Month - Sponsored by Mayor Rachel Streitfeld and Co-sponsored by Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Rachel Streitfeld and Commissioner Richard Chervony wish to recognize and designate the month of May as Jewish American Heritage Month.

Jewish Americans have contributed in countless ways to their communities and this nation as loyal and patriotic citizens. They have served in government and the military, they have won Nobel prizes, headed universities and corporations, advanced medicine, created and performed in enduring works of art, written great American novels, become emblems of justice as members of the Supreme Court, and so much more.

Jewish American Heritage Month reminds all Americans that Jews are now, and have always been, an important and central part of the fabric of American society.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Presentation of 2025 Saidi Sisters Memorial Scholarship Winners

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RECOMMENDATION

The presentation aims to recognize and award Scholarships to deserving North Bay Village students in memory of two residents who tragically lost their lives

BACKGROUND AND ANALYSIS

2025 Winners:

* Franz Dozsa, Sofia Saidi Memorial Scholarship $2,000
* Vernona Farfan, Sofia Saidi Memorial Scholarship $2,000
* Jude Capote, Maria Saidi Memorial Scholarship $1,000
* Mathieu Parry, Maria Saidi Memorial Scholarship (Honorary) $500

The North Bay Village Saidi Sisters Memorial Scholarships honor the lives of Maria Saidi and Sofia Saidi, two treasured daughters of our Village whose passions fueled artistic and literary talents. Maria Saidi was a middle school student with an exceptional dedication to the arts and humanities before her early passing. She found joy in creative self-expression through artwork, writing, music, and exploring new intellectual horizons. Her sister Sofia Saidi was a high school student who demonstrated outstanding skills in creative writing alongside stellar academic performance when her promising future was tragically cut short. Sofia delighted in writing and poetry, channeling her imagination to paper. She also excelled across all subjects in school. Though their lives were far too brief, Maria and Sofia's passions, talents, and inspirational creativity left indelible marks upon all those who knew them. These memorial scholarships aim to carry forth their artistic and academic legacies for generations to come by supporting today's young aspiring artists and scholars in North Bay Village. We hope these gifts of passion ignite new creative flames within our community.

The North Bay Village Commission has established annual memorial scholarships to honor the lives and passions of Maria Saidi and Sofia Saidi:
• The Maria Saidi Memorial Scholarship: A $1,000 one-time award for middle school students who demonstrate exceptional dedication to the arts and humanities
• The Sofia Saidi Memorial Scholarship: Two $2,000 one-time award for graduating high school students who excel in creative writing and academics
These scholarships seek to inspire and empower future generations to pursue artistic, literary, and intellectual discovery, preserving the inspirational legacies of Maria and Sofia.

Eligibility

To be eligible, applicants must:

- Must be resident of North Bay Village
- Be enrolled in middle school (for the Maria Saidi Scholarship) or high school (for the Sofia Saidi Scholarship) at the time of application.
-
- **Application Process, Deadlines, & Requirements**

- Applications open February 2025
- Complete all applications at http://northbayvillage-fl.gov/scholarships

Maria Saidi Applicants Must Provide:

- Samples of artwork, writing, or other creative projects
- 500-word essay about their passions and how Maria inspires them
- Letter of recommendation

Sofia Saidi Applicants Must Provide:

- Original creative writing samples
- Copy of current transcript showing grades
- 500-word essay about their passions and how Sofia inspires them
- Letter of recommendation

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$5,500

PERSONNEL IMPACT
NONE

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Introduction of the New NBVPD K-9 Unit

RECOMMENDATION

Handler Officer Christopher Guzman and K-9 "Drax"
Handler Officer Branden Stephens and K-9 "Atlas"

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 20, 2025

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Recognition of Police Officer of the Quarter

RECOMMENDATION

Acknowledge Sergeant Norlan Benitez, Detective Hubert Molina, Detective Livan Palacio and Officer Jairo Borrell as Officers of the Quarter for January-March 2025.

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 Sergeant Norlan Benitez, Detective Hubert Molina, Detective Livan Palacio and Officer Jairo Borrell as the recipients of the Officer of the Quarter for January-March 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Officer of the Quarter-Benitez-Molina-Palacio-Borrell.pdf

NORTH BAY VILLAGE POLICE DEPARTMENT

COMMENDATION

Date of Occurrence: 2/3/2025

Submitted By: Chief Carlos Noriega

Employee Name(s): Benitez/Molina/Livan/Borrell

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:

I am proud to announce the selection of Sergeant Norlan Benitez, Detective Hubert Molina, Detective Livan Palacio and Officer Jairo Borrell as the NBVPD Officers of the Quarter for January-March 2025. These NBVPD Personnel became involved in a sophisticated and violent armed robbery case, resulting in the identification of the primary subject, the recovery of approximately $160,000 of stolen property, and the expected clearance of several other cases in Miami-Dade County and possibly beyond. The follow-up investigation provided evidence identifying the deceased subject (from Oregon), an accomplice (from Atlanta, GA), and a suspected mastermind (from Homestead,FL). The work of these NBVPD Personnel has expanded the case to other Agencies, including to the Miami-Dade Sheriff's Office (RID) and resulted in a MDCACP Officer of the Month nomination, where they were named as runner ups for the prestigious award. For the Officers' actions in this case and for representing our Agency at the highest level, they have been selected as the recipients for this quarterly award.

Submitted by: _____ Print/Sign **Date** _____

Submitter's Supervisor: _____ Print/Sign **Date** _____

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

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

Chief of Police: CARLOS NORIEGA Print/Sign **Date** 5/7/25

Revised 03-15-2023

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Isabel Betancourt, Assistant Village Clerk

SPONSORED BY:

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

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RECOMMENDATION

*** March 18, 2025 - Regular Commission Meeting**
*** April 15, 2025 - Regular Commission Meeting**

BACKGROUND AND ANALYSIS

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

* March 18, 2025, Regular Commission Meeting
* April 15, 2025, Regular Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

03.18.2025 - RC Meeting Minutes - Draft.pdf
04.15.2025 - RC Minutes - DRAFT.pdf

North Bay Village
REGULAR VILLAGE COMMISSION MEETING MINUTES

Tuesday, March 18, 2025 | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 859 0693 9576 | Passcode: 704653

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:00 p.m.
   - **B.** ***Roll Call*****:** Present were the following Commission members –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro
   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.
   - **D.** ***Invocation*****:** None

2. **Order of Business:**

   Mayor Streitfeld pulled the following items from the Consent Agenda: 11A and 11B.

   Mayor Streitfeld also moved discussion item 14F to be addressed after the Open Forum as a courtesy to the guest speaker.

   Commissioner Doris Acosta pulled item 11E and asked to defer the discussion of item 14D to the April meeting.

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

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

   3B. Presentation of a Proclamation on Colorectal Cancer Awareness Month
   Mayor Streitfeld introduced the Proclamation, which was created in honor of City of Aventura Commissioner Michael Stern, who passed away from the disease.

   Commissioner Chervony read the Proclamation on the official record, and it will be mailed to the City of Aventura.

3A. Presentation of a Proclamation in Recognition of Women's History Month
Mayor Streitfeld introduced the Proclamation, which was created in honor of Village resident and Resident Services Board Chair Lidia Cantave for her selfless dedication to her community.
In celebration of her efforts, the Commission took turns reading portions of the Proclamation, which was then presented to Ms. Cantave, who was in attendance.

3C. ~~Recognition and Scholarship Award to Students from Miami Beach High School for Volunteer Efforts~~

3D. A Presentation on Village-Wide Infrastructure Projects by BCC Engineering
Civil Division Manager Carlos Morales from BCC Engineering took the podium to offer an update on the North Bay Village Stormwater Design Project:

Three separate areas of the massive project are currently in progress:
- Harbor Island Phase I
- Treasure Island Phase I
- Treasure Island Phase II

A topographic survey of all three islands has been completed.

Members of the Commission, Village Manager Rollason, and Mr. Morales briefly discussed the coordination efforts between all vendors currently involved in the project and the eventual hiring of a Capital Improvement Project Manager to oversee the various phases and scheduling of the project.

Village Manager Rollason said a work order to accelerate Harbor Island Phase II and III will be presented in April.

3E. Presentation on the Annual Comprehensive Financial Report for FY 2023
Andrew Fierman, a Partner at CFLG, took the podium to briefly offer a breakdown on the North Bay Village Annual Comprehensive Financial Report for 2023:

The report is broken down into four sections:
1. Introduction – Letter of Transmittal; Certificate of Achievement for 2022.
2. Finance – Financial Statements; Auditor's Report
    a. Opinion Section
    b. Standards of Performing Audit
    c. Manager Responsibilities
    d. Auditor Responsibilities
    e. Manager Discussion Analysis
    f. Basic Financial Statements/Balance Sheet
    g. FRS and Pensions
3. Statistics – Required for the Certificate Program; Revenue; Demographic and Operative Information for the past 10 years.
4. Compliance – Government Standards on a Federal/State Levels

DRAFT

Commissioner Chervony found that the report's inefficiency was due to vacancies in essential positions left vacant for too long.

He was pleased with the statistical growth and recommended a plan of succession for each department that can lead in the event a director's position becomes open.

3F. Presentation from Citizens' Independent Transportation Trust (CITT)
Executive Director Javier Betancourt from the Citizens' Independent Transportation Trust took to the podium to provide the Commission with an overview of the program.

CITT is an independent entity comprised of citizens who serve as volunteers overseeing the expenditure of the People's Transportation Plan funds.

Mr. Betancourt explained the allocation of funds and projected revenue vs. expenditure. He also discussed what the program funded and which municipalities benefit from the PTP.

Commissioner Chervony asked if other transportation services, such as water taxis and other modes of transportation, would be incorporated into the program soon. Mr. Betancourt advised to start the conversation with the local county commissioner.

Commissioner Acosta said she wants to push further to expand the Freebee service into the Village and will ride on the current transportation routes next month to offer feedback on the experience.

Mayor Streitfeld said our CITT funds are being spent on current Freebee services, traffic signal repair/replacement, continuous sidewalk connectivity, expanding the trolley route in partnership with Miami Beach, and enhancing bike lane safety.

4. **Open Forum:** Mayor Streitfeld opened the floor for the Open Forum.
   A. Diego Cadena – 7545 E Treasure Drive

14F. Discussion and Direction on the New Village Hall Feasibility of an Additional Floor - Village Manager Frank Rollason.

As a courtesy to the guest speaker, Mayor Streitfeld moved 14F to follow Open Forum.

The WJ Architects Design Team took to the podium to offer a synopsis of options for the addition needed at Village Hall and how each option affects the timeline and cost.

Commissioner Acosta said the additional space and cost are not worth the delay. She said the extra cost could be used for more important matters.

The Chief of Miami-Dade Fire Rescue, Raied "Ray" Jadallah, took to the podium to elaborate further on the Fire Department's specific needs since they will occupy the first floor of the building.

DRAFT

After a brief discussion on the pros and cons of each of the options, Commissioner Chervony made a motion to empower the Village Manager to move forward with Option One, which affects the budget and schedule in the following way:
The current design costs $48,455,612 and will break ground in August 2025 and be completed in February 2027.

Option one has the following adjustments: The cost will be $56,836,901, and it is set to break ground in March 2026 and be completed in November 2027.

Option one adds a fifth and sixth floor and includes space for Village Hall, the Police Department, a rooftop terrace/balcony area, and added space to accommodate growth.

ACTION: Commissioner Chervony made a motion to proceed with Option One at an accelerated pace as much as possible to allow the Fire Department to move in and explore ways to grant roof access or outdoor space. Commissioner Rotondaro seconded it.

Upon a roll-call vote, the motion passed 4-1, with Commissioner Chervony, Commissioner Rotondaro, Vice Mayor Cuk, and Mayor Streitfeld voting in favor and Commissioner Acosta voting against.

5. Approval of Commission Minutes

A. *Approval of the following Meeting Minutes*:

- February 18, 2025 - Regular Commission Meeting

ACTION: Commissioner Chervony made a motion to approve the February Meeting Minutes. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

6. Advisory Board Minutes / Written Report: NONE

7. Village Commission's Report:

***Commissioner Richard Chervony*:**

- A few successful events have occurred since the last meeting.
- A successful trip to Tallahassee with Commissioner Acosta and Chief-of-Staff Leo Cosio.
  - A Sunshine Meeting will follow.

Commissioner Andrew Rotondaro:

- An extension was requested on a one-million-dollar grant that had expired.
- A seawall budget of $3 million can be allocated to any coastal property if an Island Walk is included in the project.

Commissioner Doris Acosta:

- Recognized all women in honor of Women's Month in March
- EMBRACE through FIU is a new program offering mentorship to local youths that is available for parents.
- Animal Welfare Board: A new Instagram page is available for potential volunteers.
  - Attacks on cats and volunteers have been reported, and she asked the Police Department and Village Manager to ensure their safety is not compromised.

DRAFT

- Congratulations to Vice Mayor Cuk on his Tech Event.
- The TIES Summer Camp Program online application is experiencing issues, but it will not prevent any qualifying child from applying.
- Kayak Launch: Conversations with engineers have taken place, and we are closer to creating a safer, more effective Kayak Launch device for the Village.
- A meeting with the TIES Principal led to new initiatives and opportunities to participate in community events.
- A new paddleboard club will begin in April.
- The Women's Panel event will occur at the end of the month.

Commissioner Acosta requested that the June Regular Commission Meeting be rescheduled.

Vice Mayor Goran Cuk:

- The Vice Mayor thanked the community and his colleagues for supporting his tech event and announced that they raised $5,000 for STEM cell research.

  Vice Mayor Cuk asked to add a final discussion item to decide where to donate the funds.
  - No Village funds were used to pay for this event.

Mayor Rachel Streitfeld:

- Conversations are proving very productive in creating a Memorandum of Understanding with the City of Miami Beach.
- Mayor Streitfeld announced she attended a condo briefing hosted in Aventura, where the entire session consisted of a Q&A session between developers, community leaders, and the public. The seminar concluded with the news that the State will not bail out condo owners experiencing financial hardships.
  - She found this an opportunity to spearhead assistance programs and is brainstorming a similar event here in the Village.
- The Miami-Dade County Commission decided to move in another direction regarding naming the new courthouse after Harvey Ruvin.
- She requested that the Village use her Miami Beach Chamber of Commerce membership fee and use the funds to sponsor the Miami Dade County League of Cities' Annual Gala.
  - **ACTION:** Commissioner Acosta made a motion to approve the Mayor's proposal to use budgeted funds historically used for membership to support the MDCLC's Annual Gala event instead. Vice Mayor Cuk seconded it, and it was approved by a unanimous voice vote.
- She addressed the Village Manager about his request to lease another office for the Code Enforcement Department in the building. Mayor Streitfeld said she prefers to spend funds a bit more frugally.
  - Commissioner Chervony suggested charging a monthly fee to the State Representative occupying an office on the third floor.

DRAFT

8. **Village Attorney's Report:** NONE

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 https://northbayvillage-fl.gov/finance-department/*
   - **A.** ***Communications and Special Events Report*****:** January 2025
   - **B.** ***Code Enforcement Report*****:** January 2025
   - **C.** ***Traffic Enforcement Report*****:** January 2025
   - **D.** ***Report on Village Grants***
   - **E.** ***Report on Y.M.C.A. Kids Summer Camp***

   Leasing**:** The Village needs to lease space to store expensive equipment and generators while the Village Hall project is built.

   Mayor Streitfeld asked for a timeline of activities and key dates in a proposal for all the lease space needed.

10. **Village Clerk's Report**
    - **A. Village Clerk's Report:** February 2025

11. **Consent Agenda**
    - **A.** ***Staff Items***
    - **B.** ***Proclamations / Awards / Village Key Requests***

    11C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND RELEASE AMONG THE VILLAGE, BLACK AND VEATCH CORPORATION, AND CERTAIN BLACK AND VEATCH CORPORATION SUBCONTRACTORS RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT; AUTHORIZING PAYMENT OF $172,225.25 IN SETTLEMENT OF ALL PENDING INVOICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

    11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FOR THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM FOR THE DEVELOPMENT OF THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

    MOTION: Vice Mayor Cuk made a motion to approve the Consent Agenda. Commissioner Chervony seconded the motion, and it passed by unanimous voice vote.

    11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT FOR

DRAFT

INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Village Clerk Chang read the resolution into the official record.

Mayor Streitfeld pulled Item 11A for discussion because the Sustainability and Resilience Task Force has been working on clearly labeling the bins to make it easier for residents to sort their recyclables.

Feedback from various County residents indicated that the two most important issues that need improvement are creating consistent labeling across all bins that demonstrate what waste can be dumped inside and having the trucks/haulers audit each bin they pick up to learn how much contamination each bin contains.

Mayor Streitfeld wants the Village to pilot this initiative.

Mayor Streitfeld requested that staff schedule a meeting with Miami-Dade County to discuss the best way to pilot the program and obtain data on ways to label each container better to reduce cross-contamination.

Mayor Streitfeld asked Village Manager Rollason to present the Village's ideas and plans to the Sustainability and Resilience Task Force during their next meeting.

All members of the Commission agreed that a more extended discussion is needed to determine how the Village is currently following the County's recycling Ordinance and whether fees should be implemented in the future.

ACTION: Commissioner Chervony made a motion to approve item 11A. Vice Mayor Cuk seconded the motion.

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

Commissioner Acosta was away from the dais when the voting took place.

11B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE MANAGER'S RECOMMENDATION TO ADD ADDITIONAL STAFF POSITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Village Clerk Chang read the resolution into the official record.

Mayor Streitfeld expressed financial concern over the resolution granting authority to hire more individuals in the middle of the Fiscal Year. She said she would like a detailed plan from the Village Manager and a complete breakdown of the current budget and to hire new personnel on a case-by-case basis.

DRAFT

Commissioner Chervony said the budget contains sufficient funds for more hires, and he said the positions the Village Manager seeks to fill are reasonable and needed.

Village Manager Rollason identified areas that need more manpower and requested that a position for an Emergency Management Supervisor be opened because the County's demands are increasing. Failure to meet these demands may result in FEMA funds being denied in the event of a storm or other natural emergency.

Secondly, he said an unexpected resignation leaves the Marine Patrol Unit short-staffed.

Finally, there are areas where only one employee mans the department, and an assistant is required to supplement the individual in case of a leave of absence.

ACTION: Vice Mayor Cuk made a motion to approve item 11B. Commissioner Acosta seconded it.

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

11E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), RELATING TO THE PERFORMANCE OF CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS BY THE NORTH BAY VILLAGE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Commissioner Acosta read the resolution into the official record. She pulled the item for discussion to acknowledge community concerns and clarify the resolution.

Village Manager Rollason cited an official news article saying that participation in the resolution is mandatory, and those municipalities that refuse to cooperate and sign the agreement are subject to penalties as per Governor DeSantis.

Village Attorney Sera elaborated on the various consequences an elected official can face if they refuse to execute the MOA.

Police Chief Noriega and Deputy Chief Bejar took to the podium to explain the resolution's language and how it could affect the residents.

Chief Noriega said it involved a multifaceted approach involving training, support, and further details that must be clarified before the Police Department can fully engage in the MOA.

Deputy Chief Bejar said the MOA allows a trained officer to access specific databases that contain an individual's immigration status and whether outstanding warrants are present. He emphasized that the

agreement cannot be implemented without the training. The details constantly evolve, and the Immigration/State authorities still have many unanswered questions.

Chief Noriega said the Agreement restricts the Police Department as it cannot act without the authority and presence of I.C.E.
Commissioner Acosta addressed the public in English and Spanish on resources and further information about the ongoing immigration orders.

ACTION: Vice Mayor Cuk made a motion to approve item 11E. Mayor Streitfeld seconded the motion.

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

12. First Reading of Ordinances: NONE

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

13. Public Hearings:

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 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, the Village Clerk may obtain details of the quasi-judicial procedures.

13B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.22, "SYNTHETIC TURF," OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO MODIFY THE STANDARDS FOR DESIGN, PERMITTING AND INSTALLATION OF SYNTHETIC TURF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Village Clerk Chang read the ordinance into the official record.

DRAFT

Mayor Streitfeld requested that item 13B be discussed first.

Mayor Streitfeld opened the floor for any public comments. Upon being none, she closed the floor and proceeded with the discussion.

Commissioner Chervony requested a list of single-family residences with synthetic turf in front of their homes.

Code Enforcement Director Orlando Rodriguez took to the podium to explain how the Village currently enforces the synthetic turf code. He said it is done case-by-case, and four homes have been officially cited.

Mayor Streitfeld requested that the posted notice placed by Code Enforcement in a home contain accurate and complete information, filled in its entirety and consistently.

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

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

13A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY AMENDING THE UNIFIED LAND DEVELOPMENT CODE TO MODIFY REGULATIONS RELATING TO SPECIAL AREA PLANS (SAPS); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD (VILLAGE ATTORNEY TONY RECIO AND VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Village Clerk Chang read the ordinance into the official record.

Mayor Streitfeld opened the floor for any public comments. Upon being none, she closed the floor and proceeded with the discussion.

Commissioner Chervony said the developer's requirement to send notices in the mail to the entire Village is an administrative hardship for the developer that can be simplified.

Mayor Streitfeld and Commissioner Rotondaro agreed with Commissioner Chervony's amendment.

Mayor Streitfeld proposed to limit the SAP to residents in Zone RM-70 who purchased TDRs.

Vice Mayor Cuk and Commissioner Acosta agreed with Mayor Streitfeld's proposal.

ACTION: Commissioner Chervony made a motion to approve the Ordinance on first reading with the following amendments:

DRAFT

1. The notification system should be streamlined to one publication with general circulation announcing the meeting.
2. A notification letter is sent only to residents and businesses within a 500-foot radius of the area closest to the project.
3. Limit the SAP amendment to residents in Zone RM-70 who purchased TDRs.

Vice Mayor Cuk seconded it.

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

14. Discussion / Action Items

A. ***Unfinished Business***

B. ***New Business***

14A. Discussion and Direction on the Issuance of a Request for Proposals (RFP) Relating to Transferable Density Rights - Sponsored by Commissioner Richard Chervony.

Commissioner Chervony said 24 TDRs remain, and after amending the construction plans for Village Hall, some more revenue must be earned to complete the project. He wants to put them back up for sale to see if it stirs any interest.

There was consensus to increase the price per unit to $150,000 for waterfront units and $125,000 for non-waterfront units, and staff was instructed to begin preparations to issue an RFP for the remaining 24 TDRs.

14B. Discussion on the Shoma North Bay Village, LLC Development Agreement - Sponsored by Commissioner Richard Chervony.

Commissioner Chervony introduced this item to acknowledge Shoma North Bay Village, LLC's most recent payment. This prevents the developer from default and allows the permit process to continue the project.

However, the developer failed to pull the building shell permit before the deadline of November 15, 2024; he owes the full rate of the community contribution and the workforce housing fee for the density bonus received.

Village Attorney Sera gave a breakdown of fees that the developer had accumulated. If Shoma North Bay Village, LLC had pulled the shell permit by the deadline, the amount owed would have been $3.1 million. Instead, it has a balance of $8.3 million.

The difference in amounts constitutes the incentives the developer would have earned had deadlines been met. Because of this, the discount rates have reverted to full price, which will be due when the next building permit is filed.

DRAFT

Mayor Streitfeld addressed the developer about their lawyers calling her outside of the Village's lines of communication the day before the item was addressed. She said they could not contact her regarding Village matters outside her Village e-mail and phone number.

She added that the Village gave the developer multiple incentives and advantages in exchange for building a property within the Village, and they have introduced numerous delays.

ACTION: Commissioner Chervony made a motion for the Village Manager and Village Attorney to amend the Development Agreement and bring it back in April or a Special Commission Meeting, whichever occurs first, to provide that the permit for the building must be issued on or before April 30, 2025. The outstanding payments would be due as follows:

1. Issuance of Permit - $4,139,539.98 + fees [Code Enforcement/Cost Recovery]. This amount includes:
    a. Impact/Permit Fees = $2,740,000
    b. Village Hall Contribution = $400,000
    c. Community Contribution Fee = $1,000,000
2. Second Payment due one year later in the amount of $2,000,000 [On or before April 30, 2026]
    a. The Remaining Community Contribution Fee = $370,00
    b. Remaining Workforce Housing Contribution = $1,807,000
3. Last Payment of $2,000,000 – due on or before April 30, 2027
    a. Remaining Balance of the Workforce Housing Discount was previously offered but not timely satisfied

Other terms and conditions outlined in his motion:
1. Any/all payments are subject to a late fee, which accelerates any amount due at the time of default with interest at the maximum rate allowed by law.

Vice Mayor Cuk seconded the motion.

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

Commissioner Acosta proposed a Special Commission Meeting to discuss the matter sooner than the April meeting. At such a meeting, SHOMA can make a counteroffer to the terms outlined by Commissioner Chervony's motion.

14C. Discussion on Code Update for RM-40 Zoning District Regulations - Sponsored by Commissioner Andy Daro.

Commissioner Rotondaro introduced this item after the Sunbeam Corporation expressed interest in developing workforce housing units in the RM-40 Zone.

Commissioner Rotondaro said this may make the area more attractive to developers, and the Code Update may change setbacks, but density and height requirements will remain unaffected.

DRAFT

The other members of the Commission shared the same views that RM-40 should not be changed.

14D. ~~Discussion and Update on the Vogel Park Paddle and Kayak Launch – Sponsored by Commissioner Doris Acosta~~.

14E. Discussion and Status Update on the Island Walk - Sponsored by Commissioner Andy Daro.

Commissioner Rotondaro presented this item to equally enforce the Island Walk Development agreement for all property owners who breach it.

Mayor Streitfeld said we should not enforce mandatory access to the rear of these buildings if we cannot support them in maintaining the area. She used MODA as an example of dog feces left on the ground, insufficient complimentary bags to pick it up, and inadequate signage.

Commissioner Chervony said if a Development Agreement to open the Island Walk at a particular property is in place, it must be enforced.

Commissioner Acosta said the enforcement also obligates us to assist the property with keeping it stocked and clean. She said individual conversation with each building is needed.

Commissioner Rotondaro said we cannot enforce some properties and not others and comply with the conditions we agreed to provide.

Mayor Streitfeld said this is a delicate balance between enforcing the rule and protecting the residents' privacy rights.

ACTION: Commissioner Rotondaro made a motion to enforce the site plan approvals/development agreements made with our existing condominiums on providing public Island Walk access. Commissioner Chervony seconded it.

Upon roll call vote, the motion failed 2 to 3 with Commissioner Rotondaro and Commissioner Chervony voting for. Commissioner Acosta, Vice Mayor Cuk, and Mayor Streitfeld voted against.

14G. Discussion on Native Plants in North Bay Village - Sponsored by Mayor Rachel Streitfeld.

Mayor Streitfeld would like to introduce incentives to property owners who choose to landscape their areas with native Florida plants.

The other Commissioners unanimously expressed concern that the aesthetics of some native plants are unappealing and that some property owners may choose the cheapest, less appealing species to earn the incentive.

Mayor Streitfeld will have the Sustainability and Resilience Task Force present the issue in greater detail in the April meeting.

DRAFT

14H. Discussion on rescheduling the June Regular Commission Meeting per Commissioner Acosta's request.

Mayor Streitfeld asked the Village Clerk to poll the Commissioners to decide which June date works best.

14I. Discussion on where to allocate the $5,000 donation raised by Vice Mayor Cuk during his tech event at the Palm Tree Club.

The Village Attorney advised the Vice Mayor to donate it to a non-profit organization of his choice.

Mayor Streitfeld asked to prepare a proposal for the April meeting.

15. Adjournment

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

There being no further business to discuss, the meeting adjourned at 11:36 p.m.

Accepted this 20th day of May 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

North Bay Village
REGULAR VILLAGE COMMISSION MEETING MINUTES

Tuesday, April 15, 2025, | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 867 1255 1941 | Passcode: 558986

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:00 p.m.

   - **B.** ***Roll Call*****:** Present were the following Commission members –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **Order of Business:**

   Commissioner Chervony added the following Proclamation to the Presentations portion of the meeting: A Proclamation in Recognition of Peter and Dana Catalano of Miami Beach K9 Knights.

   He also added a discussion item on the general state of Village finances. Finally, Commissioner Chervony requested to pull items 11A and 11C from the Consent Agenda.

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

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

3C. Recognition of Miami Beach Senior High School Students for their Volunteer Efforts

Miami Beach High School Seniors Joseph Hudsonhull and Mallory McDonald were recognized for their efforts in debris cleanup on the Island Walk. They were each awarded a Certificate of Appreciation and a Gift Certificate.

DRAFT

3D. Presentation of a Proclamation in Recognition of Peter and Dana Catalano of Miami Beach K9 Knights.
Commissioner Chervony presented Mr. and Mrs. Catalano with a Proclamation for their canine contributions to North Bay Village Police, which enhanced the Village's ability to enforce and protect the community's laws and standards.

3B. Presentation of NBVPD 2024 Officer and Civilian of the Year
Chief Noriega and Deputy Chief Bejar took to the podium to recognize Civilian of the Year 2024, Communications Operator Jennifer Nuñez.

The Officer of the Year 2024 was awarded to Detective Abel Brind.

3A. Presentation of a Proclamation in Recognition of Dark Sky Month
Brenda Krebs from the Sustainability and Resilience Task Force Advisory Board accepted the Proclamation recognizing April as Dark Sky Month at North Bay Village.

Before proceeding with the meeting, Mayor Streitfeld made a motion to remove the following discussion items from the agenda:

14D. ~~Discussion on Creating a Joint Agreement with Treasure Island Elementary School for the Racquetball Courts - Sponsored by Commissioner Acosta~~.

Item 14D was deferred indefinitely upon the request of Commissioner Acosta.

14F. ~~Discussion and Direction on the Harbor Island Stop Sign Removal Project - Village Manager Frank Rollason~~.

Item 14F was deferred until May upon the request of Village Manager Rollason.

ACTION: Mayor Streitfeld made a motion to approve the removal of these two items. Commissioner Chervony seconded it, and it passed by unanimous voice vote.

4. **Open Forum:** Mayor Streitfeld opened the floor to the public for the Open Forum portion of the meeting.

   Christopher M. Utrera, ESQ, from Utrera Law Firm, requested that item 14A1 be deferred from tonight's meeting. The primary representative for Shoma NBV LLC is currently traveling on business. Mr. Utrera said a separate meeting is a more suitable forum to discuss the matter.

5. **Approval of Commission Minutes: None**

6. **Advisory Board Minutes / Written Report: Animal Welfare Board**
   Chair Maria Cruz Marquez from the Animal Welfare Advisory Board took to the podium to inform the Commission of the Board's progress in controlling the stray/feral cat population at the Village. She presented the Board's future goals for the upcoming term and how the Board is expanding its efforts to make a greater impact on the well-being of the stray cats.

7. Village Commission's Report:

***Commissioner Richard Chervony*:** Commissioner Chervony asked to observe a moment of silence in honor of Miami Commissioner Manolo Reyes.

The groundbreaking ceremony for Continuum was a huge success, and he expressed joy at the success of several events hosted by his fellow Commission members.

Commissioner Chervony gave a brief synopsis of the Sunshine Meeting, which discussed the Tallahassee trip. He also praised and recognized the Special Events Department for the Spring Fling Event. Finally, he mentioned acquiring Police K9 dogs to further enhance the Police Department's ability to serve and protect.

Commissioner Andrew Rotondaro: Commissioner Rotondaro deferred from a report this month.

Commissioner Doris Acosta: Commissioner Acosta offered two brief videos highlighting the Paddle Club's turnout.

She highlighted the lobby's Treasure Island Elementary School [TIES] information banner announcing the various TIES programs.

She gave brief highlights on various events she attended in the past month. Commissioner Acosta also mentioned that the new kayak launch mechanism is progressing significantly. Village Manager Rollason said a design has been received and chosen.

Mayor Streitfeld asked Commissioner Acosta to elaborate on her e-mail to Miami-Dade County about the County possibly taking over the Village's Water and Sewer infrastructure.

Commissioner Acosta said she was exploring options.

Mayor Streitfeld and Vice Mayor Cuk said it was important for conversations to remain internal among all members of the staff and Commission before introducing ideas or options to an external entity.

Vice Mayor Goran Cuk: Vice Mayor Cuk wished everyone a happy spring holiday, who observed and echoed Commissioner Chervony's praise for the Special Events Department and Police for the Spring Fling Event.

He updated everyone on partnership initiatives with Miami Beach to launch a Trolley Pilot Program between neighboring cities without burdening the Village taxpayers. Other discussed amenities are discounted rates to several Miami Beach public locations and events.

Vice Mayor Cuk said membership in the North Bay Village Chamber of Commerce continues to grow. He continues to drive corporate sponsorships and initiatives that aid the community.

Mayor Rachel Streitfeld: The Sustainability and Resilience Task Force is working on the native plants/ground cover options to draft some best practices ordinances to present to the SRTF next month.

The SRTF is also proactively looking to improve and strengthen the NBV Green Code, which has already made great recommendations.

Mayor Streitfeld said recycling endeavors are being advocated to create a pilot program that allows labels on bins to simplify how individuals can recycle.

Seawall repair/restoration plans are being explored to install modern technology that can enhance the quality of the bay's marine life.

Once further coordination is completed, a Civic Park Pump Station will be installed as part of the Stormwater Master Plan.

Mayor Streitfeld supports Vice Mayor Cuk's efforts to expand the workforce housing program available and has obtained feedback on our current program and ways to enhance it.

ACTION: Mayor Streitfeld asked for police enforcement when the church near Grove by the Bay finishes its services, because she has noticed illegal U-turns causing obstructions.

Finally, she appreciated those who attended her recent Dinner with the Mayor Event.

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 https://northbayvillage-fl.gov/finance-department/*
   - **A.** ***Communications and Special Events Report*:** January 2025
   - **B.** ***Code Enforcement Report*:** January 2025
   - **C.** ***Traffic Enforcement Report*:** January 2025
   - **D.** ***Introduction of Roger Hogg – Capital Improvements Project Manager***

     Village Manager Rollason read a brief professional background for Mr. Hogg and introduced him to the Commission. Mr. Hogg then took to the podium to express his gratitude for the opportunity to join the Village team.

   - **E.** ***Introduction of Nelly Harnisch – Comptroller for the Finance Department***

     Village Manager Rollason read a brief professional background for Mrs. Harnisch. She also thanked the Commission from the podium.

10. **Village Clerk's Report:**
    - **A. Village Clerk's Report:** March 2025

11. **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 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, the Village Clerk may obtain details of the quasi-judicial procedures.

13B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY DEMIS ALAIN RODRIGUEZ FOR PROPERTY LOCATED AT 7821 BEACH VIEW DRIVE (FOLIO NO. 23-3209-008-0230) TO ALLOW A 5-FOOT SIDE SETBACK, WHERE SEC. 8.10.D.5.b. OF THE ULDC REQUIRES A MINIMUM OF 10 FEET; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Mayor Streitfeld moved item 13B to accommodate the property representatives waiting in the audience.

Village Clerk Chang read the ordinance into the official record.

Mayor Streitfeld instructed Village Clerk Chang to swear in all who wish to testify:
Dennis Rodriguez, owner – 7821 Beachview Drive
Milanis Gonzalez, agent – 2341 SW 128 Court - Miami, 33175

Village Attorney Haydee Sera instructed the Commission to disclose any quasi-judicial conversations on item 13B. None of the Commission Members had any disclosures to volunteer.

Village Planner Silvia Vargas explained the details of the requested variance and how the exceptions differ from the current Village ULDC provisions.

The owner plans to demolish the current structure and build a new single-family home. The variance request is for the new construction property at 7821 Beachview Drive to allow a 5-foot side setback instead of 10 feet.

Mayor Streitfeld opened the floor to public comments, upon hearing none, she closed the floor for public comments.

Commissioner Chervony asked where the hardship requirement is needed for the variance to be approved, and Village Planner Silvia Vargas advised that there is none.

ACTION: Commissioner Chervony made a motion to deny the Variance. Mayor Streitfeld seconded the motion.

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

13A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A VARIANCE APPLICATION BY ANTHONY MARLOWE FOR PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE (FOLIO NO. 23-3209-009-0270) TO PERMIT THE INSTALLATION OF SYNTHETIC TURF IN ONE HUNDRED PERCENT (100 PERCENT) OF THE PLANTABLE AREA OF THE FRONT YARD, WHERE THE ULDC RESTRICTS INSTALLATION TO NO MORE THAN TWENTY PERCENT (20 PERCENT) OF THE FRONT YARD; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER SILVIA E. VARGAS, FAICP).

Mayor Streitfeld moved item 13A to accommodate the property representatives waiting in the audience.

Village Clerk Chang read the ordinance into the official record.

Village Attorney Haydee Sera instructed the Commission to disclose any quasi-judicial conversations on item 13A.

Mayor Streitfeld disclosed that she had a phone conversation with the property owner over six months ago. She told the owner that she would support the Variance then. At the Planning and Zoning Board review in April, she called the property owner to advise that he should have a representative at the Commission Meeting because new details had emerged that changed the circumstances of the variance.

Commissioner Chervony disclosed he planned to meet with the property owner at the residence to see the turf, but the property owner cancelled and has not contacted the Commissioner since.

Vice Mayor Cuk disclosed that the property owner had called him over six months ago and met with him in person once, but no other conversation occurred in 2025.

Commissioner Rotondaro said the property owner informed him the residence was put up for sale.

Commissioner Acosta had no contact at all with the applicant on the matter.

Village Attorney Haydee Sera advised the Commission that a super majority vote is needed for this Variance to be granted because the Planning and Zoning Board's motion to deny the variance was unanimously passed.

Mayor Streitfeld instructed Village Clerk Chang to swear in all who wish to testify:

Louise St. Laurent, attorney representing property owner Mr. Anthony Marlowe – 1460 S Treasure Drive.

Planner Silvia Vargas explained the details of the requested variance and how the exceptions differ from the current Village ULDC provisions.

The single-family residential property was cited in 2023 for installing synthetic turf without a permit. The Code on the installation of synthetic turf was modified recently, and the amended update now allows

larger areas of the yard to have artificial turf. The homeowner has installed synthetic turf in 100 percent of the yard and now requests that the turf remain as is. He filed for an official permit in April 2024. The property is currently for sale and accruing fines.

Mr. Marlowe's attorney explained the nature of the medical conditions suffered by the property owner, who still owns the residence and resides there periodically. She said the recommendations suggested by the Planning and Zoning Board are not an issue, and the owner can comply with them when the property sells. She also asked on behalf of Mr. Marlowe not to allow the fines to be contingent on the permit.

Mayor Streitfeld opened the floor to public comments, upon hearing none, she closed the floor for public comments.

ACTION: Commissioner Chervony made a motion to deny the Variance, and Commissioner Acosta seconded it.

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

14A. Discussion on the Shoma North Bay Village, LLC Development Agreement - Sponsored by Commissioner Richard Chervony.

Mayor Streitfeld moved item 14A to accommodate the property representatives waiting in the audience.

Shoma NBV, LLC's attorney, Mr. Utrera, requested during the Open Forum that this item be deferred; however, Mayor Streitfeld said she wanted to take advantage of having all five Commission members present, so she decided to discuss it.

Mayor Streitfeld recognized the developer's request to discuss this issue at a separate Sunshine/Second Commission meeting.

Commissioner Chervony agreed with Mayor Streitfeld not to defer this item to a separate meeting. He disclosed that he spoke with the developer and said he would not vote to move it to another date.

Commissioner Chervony offered a three-pronged motion to approach the issue and resolve the financial dispute between the Village and Shoma NBV, LLC:

MOTION I: Commissioner Chervony made a motion to reject the developer's counteroffer of $100,000 to satisfy their debt.

MOTION II: Commissioner Chervony made the following second motion: The permit for the building must be issued on or before April 30, 2025, and is contingent upon payment of the following outstanding payments:

1. Issuance of Permit - $4,139,539.98 + fees [Code Enforcement/Cost Recovery]. This amount includes:
    a. Impact/Permit Fees = $2,740,000

   b. Village Hall Contribution = $400,000
   c. Community Contribution Fee = $1,000,000
2. Second Payment due one year later in the amount of $2,000,000 [On or before April 30, 2026]
   a. The Remaining Community Contribution Fee = $370,00
   b. Remaining Workforce Housing Contribution = $1,807,000
3. Last Payment of $2,000,000 – due on or before April 30, 2027
   a. Remaining Balance of the Workforce Housing Discount was previously offered but not timely satisfied
4. Other terms and conditions are outlined in his motion:
   a. Any/all payments are subject to a late fee, which accelerates any amount due at the time of default with interest at the maximum rate allowed by law.

MOTION III: Commissioner Chervony made a third motion that the outstanding impact fees that are in default are to be negotiated by Village Manager Rollason and Village Attorneys to reach a suitable agreement by May 31, 2025.

The three motions were seconded by Commissioner Acosta.

Village Manager Rollason said DERM approval is still pending, and the master permit cannot be issued without it.

Village Planner Vargas mentioned that a fence surrounding the property is in violation, as a permit was not granted for erecting it.

Village Attorney Sera recommended that no permits be issued without amendments to the developer agreement.

There was consensus among the Commission to hold a Sunshine/Second Meeting before April 30, 2025, to discuss the amended Development Agreement.

Upon a roll call vote, the motions passed 5 to 0, with Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, Vice Mayor Cuk, and Mayor Streitfeld voting in favor.

12. Consent Agenda

A. ***Staff Items***

B. ***Proclamations / Awards / Village Key Requests***

11B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EXECUTION OF TWO LEASE AGREEMENTS WITH CAUSEWAY TOWER, LLC FOR ADDITIONAL OFFICE SPACE, INCLUDING RELATED EXPENSES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CHIN DIESEL, INC. FOR GALLEON STREET DEMOLITION

AND REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $41,375; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

ACTION: Commissioner Chervony made a motion to approve the Consent Agenda. It was seconded by Commissioner Rotondaro.

Upon a roll call vote, the motion passed 5 to 0 with Commissioner Chervony, Commissioner Rotondaro, Commissioner Acosta, Vice Mayor Cuk, and Mayor Streitfeld voting in favor.

11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS, & INGRAM, LLC FOR ACCOUNTING CONSULTING SERVICES TO ASSIGN THE AGREEMENT TO CRI ADVISORS, LLC AND TO PROVIDE FOR AN EXTENSION OF THE TERM OF THE AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (MAYTE GAMIOTEA, CHIEF FINANCIAL OFFICER).

Village Clerk Chang read the resolution into the official record.

Commissioner Chervony found a discrepancy in the dates on the resolution documents and asked for clarity. Village Attorney Haydee Sera confirmed the correct extension deadline date is April 20, 2026.

ACTION: Commissioner Chervony made a motion to approve item 11A. Vice Mayor Cuk seconded the motion.

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

11C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A CHIEF RESILIENCE OFFICER POSITION; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Village Clerk Chang read the resolution into the official record.

This item was pulled for discussion by Mayor Streitfeld and Commissioner Chervony.

Mayor Streitfeld gave a brief background on the proposed resolution. The village parted ways with the previous contractor, and the management of the Stormwater Master Plan was handed to the former Public Works Director.

Ultimately, the Chief Resilience Officer/Project Manager position was never refilled. As a result of various transitions, the project has not progressed at an acceptable pace.

Mayor Streitfeld said various firms from different specialties are currently working on this project in phases. A central point of contact is needed to ensure all parties communicate effectively and the project stages are organized cohesively.

She proposed a position that would respond directly to the Village to serve as a liaison between us and the other entities, focusing solely on the Stormwater Resilience Project.

Village Manager Rollason advised the Mayor that funds to offer a competitive salary to this individual are available.

Commissioner Chervony said his reasons for pulling the item were based on the Budget Amendment submitted for the salary. The Amendment asks for a $180,000 yearly salary offer, but we are halfway through the year, and he seeks clarification as to why a full year's worth is being requested when there are six months remaining on the calendar year.

Village Manager Rollason said he will use those funds to pay the new hire until the end of Fiscal Year 2024 – 2025. Any surplus funds will roll over into General Expenditures. The requested $180,000 was already allocated to a vacant position within the Village.

Commissioner Chervony proposed allocating $80,000 to pay the prospective hire until the end of the year.

Village Manager Rollason said he wants to transfer the full amount now to ensure he can offer a competitive offer if the right candidate is found. Commissioner Chervony conceded to granting the Village Manager's request as presented.

ACTION: Commissioner Chervony made a motion to approve item 11C. Vice Mayor Cuk seconded it.

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

13. Discussion / Action Items

A. ***Unfinished Business***

B. ***New Business***

14A1. Discussion on the General Current State of Village Finances - Sponsored by Commissioner Chervony.

Commissioner Chervony asked for a full report from Chief Financial Officer Gamiotea covering the period from 2023 to the present. There is approximately $5 million in reserve. The project needing additional funds is the new Village Hall building.

Commissioner Chervony said there are incoming funds from various construction projects and unsold TDRs.

The Commission instructed the Village Manager to see if Stormwater Funds can be reallocated for the Village Hall building. Further instructions were given to see what impact fees can also be reallocated as needed.

14B. Discussion on the Updates to the Kayak Launch at Vogel Park – Sponsored by Commissioner Acosta.

Commissioner Acosta said the staff actively seeks options for easy access for all interested in kayaking, amenities, signage, and cost. Finally, a light system was introduced that changes color depending on the quality of the water. A comprehensive plan will be forthcoming for the Commission's review and consideration.

14C. Discussion on Exploring the Increase of Community Contribution Fees for New Developments - Sponsored by Commissioner Richard Chervony.

Commissioner Chervony introduced this item and asked for the TDR rates to be updated. He asked his fellow Commissioners to review the impact fees schedules and amounts for potential amendments at May's Regular Commission Meeting.

14E. Discussion and Direction on the Process of Fundraising and Distribution for the Village's Miami Foundation Account - Sponsored by Vice Mayor Goran Cuk.

Vice Mayor Cuk introduced this item in two parts:

1. Funds raised for STEM scholarships: He asked for suggestions on how to use these funds transparently.

    Mayor Streitfeld asked where the additional contributions came from. Vice Mayor Cuk said they were private donors who wanted to contribute.

    Commissioner Acosta asked how the STEM funds were initially raised. Vice Mayor Cuk said the Palm Tree Club and Restaurant gave 5 percent of its earnings, and the rest were private contributions from citizens.

    Commissioner Acosta recommended having the Resident Services Board handle the distribution of the funds.

    Mayor Streitfeld asked how the event was presented to the public. Vice Mayor Cuk said it was presented as scholarships for students actively interested in STEM initiatives in grades K through 12.

    Village Attorney Sera recommended establishing a process for distributing the funds to other communities under the Miami Foundation.

    Vice Mayor Cuk said the Chamber of Commerce and Optimist Club are still discussing how these funds will be handled, and this item will need to be brought back before the Commission later.

Village Manager Rollason offered to bring different systems implemented by other cities to handle donation funds for the Commission to review in May.

2. General discussion of Village events: Vice Mayor Cuk proposed that all Village Events using our resources be brought before the Commission for discussion.

   Mayor Streitfeld agreed with the Vice Mayor on promoting weekly events consistently.

   Mayor Streitfeld said she is not compelled to micromanage the Communications and Special Events Department's handling of events at this time.

   Vice Mayor Cuk said some proposed events should be discussed publicly to determine whether they are feasible and sensible.

   Village Manager Rollason asked if the Commission needs assistance from the staff to please funnel the instructions through him instead of going to the staff directly.

   Upon further discussion, it was ultimately concluded that the Vice Mayor will reintroduce this item later.

14G. Discussion and Direction authorizing Village Manager to Explore and Negotiate the Acquisition of Two (2) Warehouses located at 80- 98 NE 74 Street for Use by the Public Works and Police Departments - Village Manager Frank Rollason.

Village Manager Rollason explained the need for additional space and asked for the authority to move forward with deals and rentals before other parties buy them. Leases are expiring, and our staff must be relocated.

Commissioner Chervony said he has complete confidence in giving the Manager the room to move accordingly. Village Manager Rollason received approval from the Commission to proceed with his search as needed.

14H. A Resolution Authorizing the Village Manager to Negotiate a Lease Agreement with GranVita for the Vacant Land located at 7922 East Drive to be Utilized as a Staging Area and Administrative Use for Police and Code Enforcement Departments - Village Manager Frank Rollason.

Village Manager Rollason introduced this item as a staging option while Village Hall is being constructed.

Mayor Streitfeld asked if there would be much disruption to the departments on the West side of Harbor Island if construction is happening on the East side.

Village Manager Rollason said he is anticipating storage space for equipment needed for various construction projects.

ACTION: Commissioner Chervony made a motion to grant the Village Manager authorization to proceed with negotiations for a lease agreement. It was seconded by Commissioner Acosta.

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

14I. Discussion and Direction on the Feasibility to Add a Floor to the Village's Community Center - Village Manager Frank Rollason.

Village Manager Rollason said this is needed to anticipate growth. Once he has more specifics from the architect/engineering firms, he can return this item to the Commission with greater details.

ACTION: Mayor Streitfeld made a motion to allow the Village Manager to proceed with the specifications needed to add a floor to the Community Center. Commissioner Chervony seconded the motion.

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

14. Adjournment

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

There being no further business to discuss, the meeting adjourned at 10:32 p.m.

Accepted this 20th day of May 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Community Enhancement Board Report

RECOMMENDATION

BACKGROUND AND ANALYSIS

A Member of the Community Enhancement Board will present a report to the Village Commission on the recent discussions held by the Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Report (April 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (April 2025)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Comms-Events Report - April 2025.pdf

Legislative Condo Update Event:

- Coordinated joint appearance with Mayor and State Representative
- Provided platform for critical updates on condominium legislation

Mayor's Annual #PoopFreeNBV Campaign/Event:

- Planned and executed comprehensive advertising strategy
- Conducted week-long educational communications campaign
- Increased community awareness about proper pet waste disposal

Spring Fling Event:

- Achieved record-breaking attendance
- Produced two recap videos highlighting community participation
- Successfully documented event for future promotional use

Public Safety Communications:

- Collaborated with NBVPD on two press releases
- Enhanced public awareness of community safety initiatives
-

Social Media Growth:

- Maintained consistent growth of 100 new Instagram followers per month

Upcoming Initiatives:

- Developing promotional strategy for new Miami Beach Trolley partnership
- Creating targeted communications about Culture Crawl access for NBV residents

On *Instagram*, our NBV account has **4,366 followers.**
On *Facebook*, our NBV account has 2,200+ followers.
On *Twitter*, our NBV account has 1,265 followers.
On *LinkedIn*, our NBV account has 60,000 impressions.

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (April 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $3,000.00 in Code Enforcement fines.

PERSONNEL IMPACT
N/A

ATTACHMENTS
Code Monthly Report April-2025.pdf

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

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00
	Landscape	Citation	12/13/2019		$675.00

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

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

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00
7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00

1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		
7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00
	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		
7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		

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

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00
7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00

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

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		
7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		

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

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		
1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		

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

	Code	**Statistics**	**Jul-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		

7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	
7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00

7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00
	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	

7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		
1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	

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

	Code	**Statistics**	**Oct-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		

1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00
7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		

7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00
	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		
1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00

7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	
1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00

1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00
Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	

1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	
7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		

7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		
7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		

7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	ulk Trash/Property Maintenanc	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		
7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		

(41) Lien Searches					
				$4,650.00	$25,087.50
	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	
7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		

7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00
7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		

7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		
7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00

1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00
7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00

(64) Lien Searches					
				$2,300.00	$7,850.00
	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		
7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		

1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		
7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		

7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00
7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		

7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00
	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		
Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00

7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00
7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		
7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		

7711 Beach View Drive	Trash Cans	Warning	10/30/2021				
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00			
7505 Cutlass Ave	Noise	Warning	10/30/2021				
(46) Lien Searches							
				$2,150.00	$8,025.00		
	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			
7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				

1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				
1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		

	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				

1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				

7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		
	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		
7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				

(49) Lien Searches							
				$2,900.00	$3,900.00		
	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				
7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				

7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				
7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				

7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				
Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		

	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				

7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				
7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			

Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				
Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		
	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		

7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				
7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		

	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				

Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			
7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				

7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				

7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

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

7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				
1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		

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

7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			
7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				

Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

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

1365 Bay Terrace	Trash Cans	Warning	11/8/2022				
7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

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

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

				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				
1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			

7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				
8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				

7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				

7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		

1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				
7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		
	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			
1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				

1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		

	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				

7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				
1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				

(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		
1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				

7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			

7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		
	Code	**Statistics**	**Aug-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				

7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				
7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				

7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		
	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				
7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				

7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		

	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		
7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		

1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		

	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			

7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		
1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		

7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		
	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		
7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				

1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			
7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		
Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				

7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9l	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				

7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				
7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		

	Code	Statistics	Apr-24	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				

1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		
	Code	**Statistics**	**May-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7801 Center Bay Drive	Construction Site Maint.	Warning	5/1/2024				
23-3209-008-0590	Landscape/Trash	Warning	5/1/2024				
1681 Kennedy Cswy	Trash	Warning	5/1/2024				
7521 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7504 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7421 Beach View Drive	Bulk Trash	Warning	5/2/2024				
7711 Beach View Drive	Landscape	Warning	5/2/2024				
7720 Coquina Drive	Bulk Trash	Warning	5/2/2024				
7721 Coquina Drive	Bulk Trash	Warning	5/2/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	5/2/2024				
7516 Bounty Ave	WWP	Citation	5/2/2024		$250.00		
7544 Buccaneer Ave	WWP	Citation	5/3/2024		$250.00		
7540 W Treasure Drive	Noise	Citation	5/4/2024	$250.00			
7540 W Treasure Drive	Noise	Citation	5/4/2024	$500.00			
1353 Bay Terrace	Trash/Recycle Cans	Warning	5/4/2024				
7721 Coquina Drive	Trash/Recycle Cans	Warning	5/4/2024				
7520 Center Bay Drive	Noise	Citation	5/6/2024		$250.00		
1600 Kennedy Cswy	Bulk Trash	Warning	5/8/2024				
7811 Beach View Drive	Trash/Recycle Cans	Warning	5/9/2024				
7920 East Drive	Bulk Trash	Warning	5/9/2024				
7917 West Drive	Bulk Trash	Warning	5/9/2024				
Treasure Island	Bulk Trash	Removed	5/9/2024				
1900 S Treasure Drive	Property Maintenance	Warning	5/9/2024				
7501 E Treasure Drive	WWP	Citation	5/9/2024	$250.00			
7516 E Treasure Drive	Property Maintenance	Warning	5/11/2024				
1357 Bay Terrace	WWP	Citation	5/13/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/13/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
7513 W Treasure Drive	WWP	Citation	5/15/2024	$250.00			
7501 E Treasure Drive	WWP	Citation	5/15/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/15/2024				
7525 Adventure Ave	WWP	Citation	5/15/2024	$250.00			
1666 Kennedy Cswy #502	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #503	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #505	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #202	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #206	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #203	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #600	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #209	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #409	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #411	BTR	Warning	5/16/2024				

1666 Kennedy Cswy #410	BTR	Warning	5/16/2024				
7520 W Treasure Drive	WWP	Citation	5/18/2024	$250.00			
7917 West Drive	Trash Violation	Warning	5/20/2024				
7910 West Drive	Minimum Housing	Warning	5/20/2024				
7520 W Treasure Drive	WWP	Citation	5/20/2024		$250.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	5/21/2024				
23-3209-008-0590	Bulk Trash	Warning	5/21/2024				
1510 S Treasure Drive	Bulk Trash	Warning	5/21/2024				
7540 W Treasure Drive	Noise	Citation	5/22/2024		$250.00	Yes	1
7540 W Treasure Drive	Noise	Citation	5/22/2024		$500.00	Yes	2
1353 Bay Terrace	WWP	Citation	5/22/2024		$250.00		
7801 Center Bay Drive	Noise	Citation	5/22/2024		$250.00		
7500 Beach View Drive	Noise	Citation	5/22/2024		$250.00		
1600 Kennedy Cswy	Trash	Warning	5/23/2024				
7513 W Treasure Drive	WWP	Citation	5/23/2024		$250.00		
7920 East Drive	Pool Violation	Warning	5/28/2024				
7700 Center Bay Drive	WWP	Citation	5/28/2024		$250.00		
1800 Kennedy Cswy #A111	Special Magistrate	Order	5/28/2024		$600.00		
7927 East Drive	Bulk Trash	Warning	5/28/2024				
7921 East Drive	Knox Box	Warning	5/29/2024				
7421 Miami View Drive	Bulk Trash	Warning	5/29/2024				
7910 West Drive	Special Magistrate	Order	5/29/2024		$1,700.00		
7410 Beach View Drive	Pool Violation	Warning	5/30/2024				
7530 Coquina Drive	WWP	Citation	5/31/2024	$250.00			
7529 Bounty Ave	WWP	Citation	5/31/2024		$250.00		
(51) Lien Searches							
				$2,000.00	$6,050.00		

	Code	**Statistics**	**Jun-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1540 N Treasure Drive	WWP	Citation	6/1/2024	$250.00			
7821 Beach View Drive	Prohibited Sign	Removed	6/1/2024				
1735 N Treasure Drive	Minimum Housing	Warning	6/3/2024				
1353 Bay Terrace	Operating/Advertising	Warning	6/3/2024				
1800 Kennedy Cswy	Bulk Trash	Warning	6/3/2024				
7530 Coquina Drive	WWP	Citation	6/3/2024		$250.00		
1900 S Tresure Dr #7P	Minimum Housing	Warning	6/4/2024				
7520 Miami View Drive	Bulk Trash	Warning	6/4/2024				
7549 Bounty Ave	Blocking ROW	Warning	6/5/2024				
1750 S Treasure Drive	Noise	Citation	6/5/2024		$250.00		
7910 Harbor Island Drive	BTR	Warning	6/5/2024				
7504 Adventure Ave	BTR	Warning	6/5/2024				
7544 W Treasure Drive	BTR	Warning	6/5/2024				
7529 Bounty Ave	BTR	Warning	6/5/2024				

1666 Kennedy Cswy #500	BTR	Warning	6/5/2024				
1540 N Treasure Drive	WWP	Citation	6/6/2024		$250.00		
Various Locations	Single Use Plastic	Outreach	6/5/2024				
7623 Beach View Drive	Noise	Citation	6/6/2024		$250.00		
7528 Buccaneer Ave	Bulk Trash	Warning	6/6/2024				
7701 Miami View Drive	Recycle Cans	Warning	6/8/2024				
7530 Miami View Drive	Prohibited Signs	Removed	6/8/2024				
7811 Beach View Drive	Prohibited Signs	Removed	6/8/2024				
7520 W Treasure Drive	WWP	Citation	6/11/2024		$250.00		
7901 Hispanola Ave #1901	BTR	Warning	6/12/2024				
7529 Bounty Ave	BTR	Warning	6/12/2024				
7520 Buccaneer Ave	BTR	Warning	6/12/2024				
8000 West Drive #726	BTR	Warning	6/12/2024				
7525 E Treasure Dr #716	BTR	Warning	6/12/2024				
Various Locations	Construction Storm Prep	Flooding	6/12/2024				
7711 Beach View Drive	Illicit Discharge	Citation	6/13/2024	$750.00			
7711 Beach View Drive	Stop Work Order	Posted	6/13/2024				
7711 Beach View Drive	Stop Work Order	Warning	6/14/2024				
7918 Harbor Island Dr #C109	BTR	Warning	6/14/2024				
1790 S Treasure Dr #2A	BTR	Warning	6/14/2024				
7520 Buccaneer Ave	BTR	Warning	6/14/2024				
7901 Hispanola Ave #1901	BTR	Warning	6/14/2024				
7928 East Drive #1506	BTR	Warning	6/14/2024				
1701 N Treasure Drive	Trash	Citation	6/14/2024	$200.00			
7531 Beach View Drive	Noise	Warning	6/15/2024				
7900 Harbor Island Drive	Bulk Trash Vessel	Warning	6/17/2024				
1872 Kennedy Cswy	Noise	Citation	6/18/2024	$500.00			
1872 Kennedy Cswy	Trash/Landscape	Warning	6/18/2024				
1790 Kennedy Cswy	Trash	Citation	6/19/2024		$200.00		
7504 Mutiny Ave	Noise	Warning	6/19/2024				
7920 East Drive	Pool Violation	Warning	6/20/2024				
7934 West Drive #1602	BTR	Warning	6/21/2024				
7900 Harbor Island Dr #1112	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #610	BTR	Warning	6/21/2024				
1880 S Treasure Drive #2P	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #503	BTR	Warning	6/21/2024				
1600-1624 Kennedy Cswy	Noise	Citation	6/22/2024	$250.00			
1600-1624 Kennedy Cswy	WWP	Citation	6/22/2024	$250.00			
7530 Coquina Drive	Recycle Cans	Warning	6/22/2024				
1450 S Treasure Drive	WWP	Citation	6/22/2024	$250.00			
7548 Mutiny Ave	WWP	Citation	6/22/2024	$250.00			
7910 West Drive	Bulk Trash	Warning	6/24/2024				
1600 Kennedy Cswy	Property Maintenance	Warning	6/24/2024				
1701 N Treasure Drive	Trash	Citation	6/24/2024		$200.00		
7700 Miami View Drive	Bulk Trash	Removed	6/25/2024				
7611 Coquina Drive	Trash	Removed	6/25/2024				

7530 Coquina Drive	Trash	Removed	6/25/2024				
7521 Bounty Ave	Operating/Advertising	Warning	6/27/2024				
7919 West Drive	Bulk Trash	Warning	6/27/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	6/27/2024				
7711 Coquina Drive	Trash	Warning	6/27/2024				
7720 Coquina Drive	Bulk Trash	Warning	6/27/2024				
7920 East Drive	Landscape	Warning	6/27/2024				
7549 Buccaneer Ave	Operating/Advertising	Warning	6/27/2024				
7549 Buccaneer Ave	Expired Permits	Warning	6/27/2024				
7530 Miami View Drive	Blocking ROW	Warning	6/28/2024				
7505 Adventure Ave	Bulk Trash	Warning	6/28/2024				
1455 N Treasure Drive	Noise	Warning	6/29/2024				
(19) Lien Searches							
				$2,700.00	$1,650.00		
	Code	**Statistics**	**Jul-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1666 Kennedy Cswy #610	BTR	Warning	7/1/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/1/2024				
7525 E Treasure Drive	Bulk Trash	Warning	7/1/2024				
1555 Kennedy Cswy	Bulk Trash	Warning	7/2/2024				
1555 N Treasure Drive	Bulk Trash	Warning	7/2/2024				
1600 Kennedy Cswy	Noise	Citation	7/2/2024		$250.00		
7917 West Drive	Bulk Trash	Warning	7/2/2024				
1900 S Treasure Drive	Trash	Warning	7/3/2024				
1450 S Treasire Drive	WWP	Citation	7/3/2024		$250.00		
7939 East Drive	Property Maintenance	Warning	7/4/2024				
7800 Coquina Drive	Noise	Warning	7/4/2024				
7520 Coquina Drive	Noise	Citation	7/4/2024	$250.00			
7631 Miami View Drive	Noise	Warning	7/4/2024				
1540 S Treasure Drive	Landscape	Warning	7/5/2024				
7516 W Treasure Drive	Landscape/Trash	Warning	7/5/2024				
7548 Adventure Ave	Landscape	Warning	7/5/2024				
7544 Hispanola Ave	Landscape	Warning	7/5/2024				
7540 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Operating/Advertising	Warning	7/5/2024				
7548 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Landscape	Warning	7/5/2024				
1671 S Treasure Drive	Landscape	Warning	7/5/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	7/6/2024				
7901 Hispanola Ave #1802	BTR	Warning	7/9/2024				
23-3209-001-0250	Landscape	Warning	7/9/2024				
1881 Kennedy Cswy #1806	BTR	Warning	7/9/2024				

7720 Miami View Drive	Parking Standards	Warning	7/10/2024				
7920 East Drive	Bulk Trash	Citation	7/10/2024	$200.00			
7920 East Drive	Landscape	Citation	7/10/2024	$200.00			
7920 East Drive	Pool Violations	Citation	7/10/2024	$200.00			
1755 Kennedy Cswy	Fence Maintenance	Warning	7/11/2024				
7910 West Drive	Bulk Trash	Warning	7/11/2024				
7524 E Treasure Drive	Trash	Warning	7/11/2024				
7520 E Treasure Drive	Blocking ROW	Warning	7/11/2024				
7601 E Treasure Drive	WWP	Citation	7/11/2024	$250.00			
7621 Coquina Drive	Noise	Warning	7/13/2024				
7548 Mutiny Ave	WWP	Citation	7/15/2024		$250.00		
7504 W Treasure Drive	Noise	Citation	7/15/2024		$250.00		
1440 Kennedy Cswy #1406	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #160	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #140	BTR	Warning	7/16/2024				
1665 Kennedy Cswy (valet)	BTR	Warning	7/16/2024				
7421 Coquina Drive	Commercial Vehicle	Warning	7/17/2024				
7531 Center Bay Drive	Comm Vehicle/BTR	Warning	7/18/2024				
7811 Beach View Drive	Commercial Vehicle	Warning	7/18/2024				
7548 Adventure Ave	Landscape	Citation	7/18/2024	$200.00			
1671 S Treasure Drive	Landscape	Citation	7/18/2024	$200.00			
1666 Kennedy Cswy #604	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #607	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #501	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #504	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #202	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #506	BTR	Warning	7/18/2024				
1873 S Treasure Drive	Noise	Warning	7/19/2024				
7504 Mutiny Ave	Noise	Warning	7/19/2024				
7520 Center Bay Drive	Noise	Citation	7/22/2024		$250.00		
7544 W Treasure Drive	Landscape	Warning	7/26/2024				
7541 W Treasure Drive	Landscape	Warning	7/27/2024				
7711 Miami View Drive	Commercial Vehicle	Warning	7/27/2024				
1600 Kennedy Cswy	Trash	Warning	7/27/2024				
7700 Center Bay Drive	Special Magistrate	Order	7/30/2024		$1,200.00		
1872 Kennedy Cswy	Off-Duty Construction	Warning	7/30/2024				
7524 Cutlass Ave	Landscape	Warning	7/30/2024				
1540 N Treasure Drive	Landscape/Blocking ROW	Warning	7/30/2024				
7601 E Treasure Drive	WWP	Citation	7/31/2024		$250.00		
(13) Lien Searches							
				$1,500.00	$2,700.00		
	Code	**Statistics**	**Aug-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/1/2024	$250.00			
1801 S Treasure Drive	Landscape	Warning	8/1/2024				
7525 Adventure Ave	Blocking ROW	Warning	8/1/2024				
7549 Buccaneer Ave	Operating/Advertising	Citation	8/1/2024	$250.00			
7549 Buccaneer Ave	BTR	Citation	8/1/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/2/2024	$250.00			
Various Locations	Construction Storm Prep	Warning	8/2/2024				
7529 Mutiny Ave	Operating/Advertising	Citation	8/3/2024	$250.00			
7529 Mutiny Ave	BTR	Citation	8/3/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/5/2024	$250.00			
1601 Kennedy Cswy	Fence	Warning	8/5/2024				
7920 East Drive	Trash	Citation	8/5/2024	$200.00			
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/6/2024	$250.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/6/2024	$250.00			
7938-7940 West Drive	Construction Site Maint	Warning	8/6/2024				
7938-7940 West Drive	Graffiti	Removed	8/6/2024				
7509 Buccaneer Ave	Landscpae	Warning	8/8/2024				
7548 W Treasure Drive	Landscape	Warning	8/8/2024				
7925 West Drive	Special Magistrate	Order	8/9/2024		$7,000.00		
7521 Cutlass Ave	Bulk Trash	Warning	8/9/2024				
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/9/2024	$250.00			
7701 Coquina Drive	Landscape	Warning	8/10/2024				
7801 Center Bay Drive	Landscape/Trash	Warning	8/10/2024				
7920 East Drive	Trash Violation	Warning	8/12/2024	$200.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/12/2024	$250.00			
7410 Beach View Drive	Bulk Trash	Warning	8/13/2024				
7508 W Treasure Drive	Fence Mesh	Warning	8/14/2024				
7801 Center Bay Drive	Special Magistrate	Order	8/14/2024		$1,000.00		
1670 S Treasure Drive	Landscape/Trash	Warning	8/14/2024				
7610 Miami View Drive	Noise	Warning	8/17/2024				
7600 Beach View Drive	Landscape/Debris	Warning	8/19/2024				
7910 West Drive	Bulk Trash	Warning	8/20/2024				
7516 W Treasure Drive	Fence Mesh	Warning	8/20/2024				
7548 W Treasure Drive	Open/Unsecure	Resolved	8/20/2024				
7441 Coquina Drive	Construction Site Maint	Warning	8/20/2024				
1880 S Treasure Drive	WWP	Citation	8/21/2024	$250.00			
1441 S Treasure Drive	WWP	Citation	8/22/2024	$250.00			
7548 Adventure Ave	Landscape	Citation	8/22/2024		$200.00		
7525 Adventure Ave	Bulk Trash	Warning	8/22/2024				
1630 S Treasure Drive	Landscape/Fence/Trash	Warning	8/22/2024				
7621 Coquina Drive	Construction Site Maint	Warning	8/23/2024				
1450 S Treasure Drive	Recycle Cans	Warning	8/23/2024				
1471 S Treasure Drive	BTR	Warning	8/26/2024				

1455 N Treasure Drive	Property Maintenance	Warning	8/26/2024				
7601 E Treasure Drive	Order to Secure	Warning	8/28/2024				
1872 Kennedy Cswy	Open Unsecure	Warning	8/28/2024				
7601 E Treasure Drive	WWP	Citation	8/29/2024	$250.00			
7601 E Treasure Drive	Unsafe Structure	Warning	8/29/2024				
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/30/2024		$250.00		
(27) Lien Searches							
				$3,600.00	$8,450.00		
	Code	**Statistics**	**Sep-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1900 S Treasure Drive	Property Maintenance	Warning	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
1666 Kennedy Cswy	Bulk Trash	Warning	9/3/2024				
7601 E Treasure Drive	Open / Unsecure	Warning	9/3/2024				
1670 S Treasure Drive	Fence	Warning	9/4/2024				
7923/7925 East Drive	Landscape	Warning	9/4/2024				
7921 East Drive	Bulk Trash	Warning	9/4/2024				
Treasure Island	Utility MOT	Warning	9/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	9/5/2024				
1819 Kennedy Cswy	Painting	Warning	9/5/2024				
7901 Hispanola Ave	Blocking ROW	Warning	9/6/2024				
1365 Bay Terrace	Prohibited Sign	Removed	9/7/2024				
7935 East Drive	Bulk Trash	Warning	9/9/2024				
1790 Kennedy Cswy	Construction Site Maint.	Warning	9/9/2024				
7509 Buccaneer Ave	Landscpae	Citation	9/9/2024		$250.00		
7904 West Drive #602	Special Magistrate	Citation	9/9/2024		$3,500.00		
1801 S Treasure Drive	Bulk Trash	Warning	9/10/2024				
7601 E Treasure Drive	WWP	Citation	9/10/2024		$250.00		
23-3209-008-0590	Bulk Trash	Warning	9/11/2024				
7500 Coquina Drive	Bulk Trash	Warning	9/11/2024				
7401 Miami View Drive	Landscape	Warning	9/12/2024				
1880 S Treasure Drive	WWP	Citation	9/13/2024		$250.00		
7441 Coquina Drive	Construction Site Maint.	Warning	9/17/2024				
7410 Beach View Drive	Trash / Storage	Warning	9/17/2024				
1671 S Treasure Drive	Landscape	Citation	9/18/2024		$200.00		
1721 S Treasure Drive	Landscape	Warning	9/19/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	9/20/2024	$200.00			
7520 W Treasure Drive	WWP	Citation	9/20/2024		$250.00		
7401 Miami View Drive	Landscape	Citation	9/23/2024	$200.00			
1671 S Treasure Drive	Special Magistrate	Order	9/23/2024		$2,000.00		
1872 Kennedy Cswy	Noise	Citation	9/24/2024		$500.00		

Various Locations	Construction Storm Prep	Advisory	9/25/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	9/25/2024				
7920 East Drive	Bulk Trash	Citation	9/26/2024	$200.00			
7508 W Treasure Drive	Open / Unsecure	Warning	9/26/2024				
7545 Adventure Ave	Bulk Trash	Warning	9/26/2024				
7500 Miami View Drive	Trash Cans	Warning	9/26/2024				
7531 Beach View Drive	Trash Cans	Warning	9/26/2024				
Various Locations	Construction Storm Prep	Advisory	9/26/2024				
7920 East Drive	WWP	Citation	9/28/2024	$250.00			
7513 Bounty Ave	Noise	Citation	9/28/2024	$250.00			
1510 S Treasure Drive	WWP	Citation	9/28/2024	$250.00			
7521 Bounty Ave	Prohibited Signs	Removed	9/28/2024				
7529 Mutiny Ave	Operating / Advertising	Citation	9/27/2024		$250.00		
7529 Mutiny Ave	BTR	Citation	9/27/2024		$100.00		
(28) Lien Searches							
				$1,350.00	$7,550.00		
	Code	**Statistics**	**Oct-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
8000 East Drive	Bulk Trash / Landscape	Warning	10/1/2024				
1872 Kennedy Cswy	Landscape	Warning	10/1/2024				
7516 W Treasure Drive	Landscape	Warning	10/1/2024				
7541 W Treasure Drive	Landscape	Warning	10/1/2024				
1801 Galleon Street	Bulk Trash	Warning	10/1/2024				
Treasure Island	Utility ROW Noise	Warning	10/2/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	10/2/2024		$200.00		
1865 Kennedy Cswy #16O	WWP	Citation	10/3/2024	$250.00			
7513 W Treasure Drive	Landscape	Warning	10/3/2024				
1510 S Treasure Drive	WWP	Citation	10/3/2024		$250.00		
7500 Beach View Drive	WWP	Citation	10/3/2024	$250.00			
1750 S Treasure Drive	WWP	Citation	10/5/2024	$250.00			
1790 Kennedy Cswy	Construction Site Maint.	Warning	10/5/2024				
1750 S Treasure Drive	Trash	Warning	10/5/2024				
7511 Beach View Drive	Construction Site Maint	Warning	10/7/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7500 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7510 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7810 Beach View Drive	Bulk Trash	Warning	10/7/2024				
1331 Bay Terrace	Bulk Trash	Warning	10/7/2024				
Various Locations	Storm Preparations	Advisory	10/7/2024				
1365 Bay Terrace	Commercial Sign	Warning	10/7/2024				
7510 Coquina Drive	Bulk Trash	Warning	10/7/2024				
7441 Center Bay Drive	Landscaper	Citation	10/8/2024	$200.00			
7730 Coquina Drive	Bulk Trash	Removed	10/8/2024				

Various Locations	Storm Preparations	Advisory	10/8/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/8/2024				
7421 Beach View Drive	Bulk Trash	Warning	10/8/2024				
7910 Harbor Island Drive	Construction Site Maint	Warning	10/8/2024				
7530 Miami View Drive	Bulk Trash	Warning	10/8/2024				
7512 Hispanola Ave	Bulk Trash	Removed	10/9/2024				
7536 Adventure Ave	Bulk Trash	Warning	10/9/2024				
Various Locations	Storm Preparations	Advisory	10/9/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/9/2024				
7700 Center Bay Drive	Open / Unsecure	Warning	10/10/2024				
1735 N Treasure Drive	Trash Violation	Citation	10/12/2024	$200.00			
7801 Center Bay Drive	Landscape	Warning	10/14/2024				
7904 West Drive	Landscape	Warning	10/14/2024				
7431 Coquina Drive	WWP	Citation	10/15/2024	$250.00			
7524 Cutlass Ave	Bulk Trash	Warning	10/15/2024				
7560 W Treasure Drive	Recycle Can	Warning	10/15/2024				
7525 Adventure Ave	WWP	Citation	10/16/2024		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	10/16/2024		$250.00		
8000 West Drive	Blocking ROW	Warning	10/17/2024				
7549 Buccaneer Ave	Operating / Advertising	Citation	10/18/2024		$250.00		
7549 Buccaneer Ave	BTR	Citation	10/18/2024		$100.00		
8000 East Drive	Trash	Citation	10/21/2024	$200.00			
8000 East Drive	Landscape	Citation	10/21/2024	$200.00			
7904 West Drive #601	Operating / Advertising	Citation	10/21/2024	$250.00			
7904 West Drive #601	BTR	Citation	10/21/2024	$100.00			
1550 Kennedy Cswy	Noise	Citation	10/21/2024	$250.00			
7410 Beach View Drive	WWP	Citation	10/21/2024	$250.00			
7500 Beach View Drive	WWP	Citation	10/21/2024		$250.00		
Treasure Island	Prohibited Sign(s)	Removed	10/21/2024				
7920 East Drive	Landscape	Citation	10/22/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Stagnant Water	Citation	10/22/2024		$200.00		
1601-47 N Treasure Drive	Trash	Warning	10/22/2024				
7920 East Drive	Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Trash Violation	Citation	10/22/2024		$200.00		
1657 N Treasure Drive	WWP	Citation	10/23/2024		$200.00		
7917 West Drive	Trash Violation	Warning	10/23/2024				
7929 West Drive	Trash Violation	Warning	10/23/2024				
Treasure Island	Prohibited Sign(s)	Removed	10/23/2024				
1865 Kennedy Cswy #16O	WWP	Citation	10/23/2024		$250.00		
1750 S Treasure Drive	WWP	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	Noise	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	WWP	Citation	10/24/2024		$250.00		
1550 Kennedy Cswy	Noise	Citation	10/24/2024		$250.00		
8000 East Drive	Trash	Citation	10/25/2024		$200.00		
1820 S Treasure Drive	Special Magistrate	Order	10/25/2024		$4,900.00		

8000 East Drive	Landscape	Citation	10/25/2024		$200.00		
7441 Center Bay Drive	Landscaper	Citation	10/28/2024		$200.00		
7920 East Drive #5	WWP	Citation	10/28/2024		$250.00		
7922 East Drive	Fence	Warning	10/28/2024				
7548 Adventure Ave	Landscape	Warning	10/29/2024				
7927 East Drive	Bulk Trash	Warning	10/29/2024				
7700 Center Bay Drive	Landscape	Warning	10/30/2024				
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
1441 S Treasure Drive	Recycle Cans	Warning	10/31/2024				
7532 W Treasure Drive	Bulk Trash	Warning	10/31/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/31/2024				
7536 Buccaneer Ave	Bulk Trash	Warning	10/31/2024				
(23) Lien Searches							
				$2,650.00	$11,750.00		

	Code	**Statistics**	**Nov-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	11/4/2024				
7920 East Drive	Bulk Trash	Warning	11/4/2024				
7401 Beach View Drive	Fence Mesh	Warning	11/4/2024				
7921 East Drive	Knox Box	Citation	11/4/2024	$250.00			
7920 East Drive	Bulk Trash	Citation	11/5/2024	$200.00			
8000 East Drive	Bulk Trash	Warning	11/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	11/5/2024				
1540 S Treasure Drive	Property Maintenance	Warning	11/5/2024				
1735 N Treasure Drive	Trash Violation	Citation	11/6/2024		$200.00		
7401 Beach View Drive	Open & Unsecure	Warning	11/6/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/7/2024	$200.00			
Treasure Island	PD Citation	Citation	11/7/2024		$100.00		
1601 S Treasure Drive	WWP	Citation	11/9/2024	$250.00			
7541 Bounty Ave	Noise	Warning	11/9/2024				
1666 Kennedy Cswy	Property Maintenance	Warning	11/12/2024				
7531 Beach View Drive	Trash Cans	Warning	11/12/2024				
7531 Beach View Drive	Recycle Violation	Warning	11/12/2024				
Treasure Island	Derelict Vehicle	Warning	11/13/2024				
7945 East Drive	Special Magistrate	Order	11/14/2024		$9,500.00		
7929 West Drive	Trash Violation	Warning	11/15/2024				
7821 Beach View Drive	Trash Cans	Warning	11/16/2024				
7811 Beach View Drive	Trash Cans	Warning	11/16/2024				
1601 S Treasure Drive	WWP	Citation	11/18/2024		$250.00		
1881 Kennedy Cswy	Property Maintenance	Warning	11/18/2024				
7920 East Drive	Bulk Trash	Warning	11/18/2024				
7700 Center Bay Drive	Landscape	Citation	11/19/2024	$200.00			

7553 Bounty Ave	Comm Vehicle / Storage	Warning	11/19/2024				
7521 Buccaneer Ave	Property Maintenance	Warning	11/19/2024				
Various Locations	Single-Use Plastic	Inspect	11/19/2024				
7553 Bounty Ave	Special Magistrate	Order	11/19/2024		$150.00		
1601 S Treasure Drive	Property Maintenance	Warning	11/20/2024				
7601 E Treasure Drive	Sign Maintenance	Warning	11/20/2024				
7513 Adventure Ave	Bulk Trash	Warning	11/20/2024				
Various Locations	Single-Use Plastic	Inspect	11/20/2024				
Treasure Island	Dead Storage	Removed	11/21/2024				
7508 W Treasure Drive	Property Maintenance	Warning	11/21/2024				
1630 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
1441 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
Various Locations	Single-Use Plastic	Inspect	11/21/2024				
Treasure Island	Prohibited sign	Removed	11/22/2024				
1600 Kennedy Cswy	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU3	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU18	Single-Use Plastic	Citation	11/22/2024	$250.00			
7552 Mutiny Ave	Bulk Trash/Blocking ROW	Warning	11/22/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/22/2024		$200.00		
1630 S Treasure Drive	Noise	Warning	11/23/2024				
7529 Mutiny Ave	Prohibited Sign	Removed	11/23/2024				
7920 East Drive	Bulk Trash	Citation	11/25/2024	$200.00			
7720 Miami View Drive	WWP	Citation	11/25/2024	$250.00			
7560 W Treasure Drive	Property Maintenance	Warning	11/25/2024				
8000 West Drive	Trash	Warning	11/26/2024				
7917 West Drive	Bulk Trash	Warning	11/26/2024				
1441 S Treasure Drive	WWP	Citation	11/26/2024		$250.00		
(14) Lien Searches							
				$2,300.00	$10,650.00		

	Code	**Statistics**	**Dec-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7921 East Drive	Bulk Trash	Warning	12/2/2024				
7920 East Drive	Bulk Trash	Warning	12/2/2024				
7910 West Drive	Bulk Trash	Warning	12/2/2024				
7513 Adventure Ave	Trash	Warning	12/2/2024				
7941 East Drive	Trash	Warning	12/2/2024				
Treasure Island	Prohibited Sign	Removed	12/2/2024				
Harbor Island	Prohibited Sign	Removed	12/2/2024				
7541 Bounty Ave	WWP	Citation	12/3/2024		$250.00		
7631 Miami View Drive	Construction Site Maint.	Warning	12/3/2024				
7525 Adventure Ave	Special Magistrate	Order	12/3/2024		$1,100.00		
7401 Center Bay Drive	Blocking ROW	Warning	12/3/2024				

1600 Kennedy Cswy	Single-Use Plastic	Citation	12/4/2024		$250.00		
7927 East Drive	Bulk Trash	Warning	12/4/2024				
7521 Buccaneer Ave	Trash on ROW	Warning	12/5/2024				
7910 West Drive	WWP	Citation	12/5/2024	$250.00			
7910 West Drive	Trash	Warning	12/9/2024				
7920 East Drive	Bulk Trash	Warning	12/9/2024				
7927/7931 East Drive	Trash	Warning	12/9/2024				
7510 Coquina Drive	Bulk Trash	Warning	12/10/2024				
7927 East Drive	Bulk Trash	Warning	12/10/2024				
7601 E Treasure Dr #CU14	WWP	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU3	Single-Use Plastic	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU18	Single-Use Plastic	Citation	12/10/2024		$250.00		
7720 Miami View Drive	Trash Cans	Warning	12/11/2024				
7910 West Drive	WWP	Citation	12/12/2024		$250.00		
7511 Coquina Drive	WWP	Citation	12/16/2024	$250.00			
7601 E Treasure Dr #CU8	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU20	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU9	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU10	BTR	Warning	12/16/2024				
1524 Kennedy Cswy	BTR	Warning	12/16/2024				
1550 Kennedy Cswy	BTR	Warning	12/16/2024				
7510 Coquina Drive	Trash/Fence	Warning	12/16/2024				
1710 S Treasure Drive	Bulk Trash	Warning	12/16/2024				
7917 West Drive	Bulk Trash	Warning	12/16/2024				
7921 West Drive	Bulk Trash	Warning	12/16/2024				
8000 West Drive	Bulk Trash	Warning	12/16/2024				
1540 N Treasure Drive	Landscape ROW	Warning	12/18/2024				
7560 W Treasure Drive	Special Magistrate	Order	12/18/2024		$1,900.00		
7525 E Treasure Dr #803	Noise	Citation	12/18/2024		$250.00		
7927/7931 East Drive	Trash Violation	Citation	12/19/2024	$200.00			
7940 West Drive	Noise	Warning	12/22/2024				
7925 West Drive	Bulk Trash	Warning	12/23/2024				
7821 Beach View Drive	Noise	Citation	12/23/2024		$200.00		
7929 West Drive #402	WWP	Citation	12/23/2024	$250.00			
7934 West Drive #501/502	Operating/Advertising	Warning	12/23/2024				
7501 E Treasure Dr #102	BTR	Warning	12/24/2024				
7501 E Treasure Dr #103D	BTR	Warning	12/24/2024				
7501 E Treasure Dr #106	BTR	Warning	12/24/2024				
7501 E Treasure Dr #107	BTR	Warning	12/24/2024				
7501 E Treasure Dr #108	BTR	Warning	12/24/2024				
7511 Coquina Drive	WWP	Citation	12/26/2024		$250.00		
1510 S Treasure Drive	WWP	Citation	12/26/2024	$250.00			
Treasure Island	FPL Vegetation	Removed	12/27/2024				
7800 Coquina Drive	Construction Site Maint.	Warning	12/30/2024				
7410 Beach View Drive	WWP	Citation	12/31/2024		$250.00		

(19) Lien Searches							
				$1,200.00	$5,450.00		
	Code	**Statistics**	**Jan-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7509 Buccaneer Ave	Prohibited Signs	Warning	1/2/2025				
7700 Center Bay Drive	Commercial Vehicle	Warning	1/2/2025				
1510 S Treasure Drive	WWP	Citation	1/3/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	1/6/2025				
7508 W Treasure Drive	Open/Unsecure	Warning	1/6/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	1/6/2025				
1872 Kennedy Cswy	Trash	Warning	1/6/2025				
7531 Coquina Drive	Property Maintenance	Warning	1/6/2025				
1725 Kennedy Cswy	Prohibited Sign	Warning	1/7/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
23-3209-001-0013	Fence Mesh	Warning	1/9/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0020	Vacant Lot Fee	Warning	1/10/2025				
7401 Beach View Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0270	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/10/2025				
7922 East Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0013	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1200	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1210	Vacant Lot Fee	Warning	1/10/2025				
1356 Bay Terrace	Vacant Lot Fee	Warning	1/10/2025				
7731 Miami View Drive	Vacant Lot Fee	Warning	1/10/2025				
7508 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1670 S Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7700 Center Bay Drive	Vacant Lot Fee	Warning	1/10/2025				
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7531 Beach View Drive	Operating/Advertising	Citation	1/13/2025	$250.00			
7531 Beach View Drive	BTR	Citation	1/13/2025	$100.00			
7421 Coquina Drive	Commercial Vehicle	Citation	1/13/2025	$250.00			
7700 Center Bay Drive	Fence Mesh	Warning	1/13/2025				
7500 Center Bay Drive	Bulk Trash	Warning	1/13/2025				

7621 Coquina Drive	Property Maintenance	Warning	1/13/2025				
7701 Miami View Drive	Recycle Container	Warning	1/13/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/14/2025		$250.00		
23-3209-001-0270	Vacant Lot Fee	Warning	1/14/2025		$250.00		
7922 East Drive	Vacant Lot Fee	Warning	1/14/2025		$250.00		
1660 S Treasure Drive	Construction Site Maint	Warning	1/14/2025				
1657 N Treasure Drive	Landscape Maintenance	Warning	1/14/2025				
1830 S Treasure Drive	Bulk Trash	Warning	1/14/2025				
7910 West Drive	Trash	Warning	1/14/2025				
7711 Beach View Drive	Construction Site Maint	Warning	1/14/2025				
1701 N Treasure Drive	Minimum Housing	Warning	1/15/2025				
7536 Adventure Ave	Trash Cans	Warning	1/16/2025				
7521 Bounty Ave	Outside Storage	Warning	1/16/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/17/2025		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7904 West Drive #601	Operating/Advertising	Citation	1/22/2025		$250.00		
7904 West Drive #601	BTR	Citation	1/22/2025		$100.00		
23-3209-001-0013	Vacant Lot Fee	Warning	1/22/2025		$250.00		
23-3209-008-1200	Vacant Lot Fee	Warning	1/22/2025		$250.00		
7920 East Drive	Bulk Trash	Citation	1/23/2025		$200.00		
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7601 E Treasure Dr #CU14	Special Magistrate	Order	1/24/2025		$1,800.00		
7531 Beach View Drive	Operating/Advertising	Citation	1/27/2025	$500.00			
7531 Beach View Drive	BTR	Citation	1/27/2025	$250.00			
1840 S Treasure Drive	Trash	Warning	1/27/2025				
7505 Mutiny Ave	WWP	Citation	1/29/2025	$250.00			
7509 Buccaneer Ave	Landscape Maintenance	Warning	1/29/2025				
7533 Adventure Ave	Bulk Trash	Warning	1/29/2025				
7700 Center Bay Drive	Landscape	Citation	1/30/2025		$200.00		
1441 S Treasure Drive	Special Magistrate	Order	1/30/2025		$825.00		
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/31/2025		$250.00		
7556 Bounty Ave	Bulk Trash	Warning	1/31/2025				
(21) Lien Searches							
				$1,600.00	$6,375.00		

	Code	**Statistics**	**Feb-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7421 Coquina Drive	Commercial Vehicle	Citation	2/3/2025		$250.00		
7531 Beach View Drive	BTR	Citation	2/3/2025		$100.00		
7531 Beach View Drive	Operating/Advertising	Citation	2/3/2025		$250.00		
7821 Coquina Drive	Recycle Cans	Warning	2/3/2025				

7800 Center Bay Drive	Recycle Cans	Warning	2/3/2025				
7530 Miami View Drive	Recycle Cans	Warning	2/3/2025				
7530 Coquina Drive	Bulk Trash	Warning	2/4/2025				
7711 Beach View Drive	Construction Site Maint	Warning	2/4/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/5/2025	$250.00			
7721 Coquina Drive	Prohibited Sign	Warning	2/5/2025				
7421 Coquina Drive	Trash	Warning	2/5/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/6/2025		$250.00		
1872 Kennedy Cswy	Construction Site Maint	Warning	2/6/2025				
7510 Coquina Drive	Recycle Cans	Warning	2/7/2025				
1700 Kennedy Cswy #110	BTR/CO	Warning	2/7/2025				
23-3209-000-0030	Vacant Lot Fee	Warning	2/10/2025		$250.00		
7917 West Drive	Bulk Trash	Warning	2/11/2025				
7516 W Treasure Drive	Trash/Landscape	Warning	2/11/2025				
1630 S Treasure Drive	Noise	Citation	2/11/2025		$250.00		
1872 Kennedy Cswy	Fence Maintenance	Warning	2/11/2025				
7520 W Treasure Drive	Trash	Warning	2/12/2025				
7509 Buccaneer Ave	Construction Site Maint.	Warning	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
7520 W Treasure Drive	Trash Cans	Warning	2/12/2025				
7601 E Treasure Drive	Driveway Maintenance	Warning	2/12/2025				
7410 Beach View Drive	Stagnant Water	Citation	2/12/2025		$200.00		
1670 S Treasure Drive	Vacant Lot Fee	Warning	2/12/2025		$250.00		
Treasure Island	Derelict Vehicle	Reported	2/13/2025				
7528 Mutiny Ave	Bulk Trash	Warning	2/13/2025				
7509 Buccaneer Ave	Noise	Citation	2/13/2025	$250.00			
7700 Coquina Drive	WWP	Citation	2/13/2025	$250.00			
7536 Bounty Ave	Trash/Recycle Cans	Warning	2/13/2025				
7710 Coquina Drive	WWP	Citation	2/13/2025				
7531 Beach View Drive	Operating/Advertising	Citation	2/18/2025		$500.00		
7531 Beach View Drive	BTR	Citation	2/18/2025		$250.00		
1601-47 N Treasure Drive	Construction Site Maint	Warning	2/20/2025				
7920 East Drive	Bulk Trash	Citation	2/20/2025		$200.00		
7710 Coquina Drive	WWP	Citation	2/20/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	2/21/2025				
1630 S Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7509 Buccaneer Ave	Noise	Citation	2/21/2025		$250.00		
7509 W Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7521 Coquina Drive	Noise	Citation	2/22/2025	$250.00			
7545 E Treasure Drive	Trash Violation	Warning	2/24/2025				
1400 S Treasure Drive	WWP	Citation	2/24/2025	$250.00			
7516 W Treasure Drive	Open/Unsecure	Warning	2/24/2025				
7560 W Treasure Drive	Property Maintenance	Citation	2/24/2025	$250.00			
1755 Kennedy Cswy	Trash/BTR	Warning	2/25/2025				

1755 Kennedy Cswy	WWP	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/25/2025	$250.00			
7521 Bounty Ave	BTR	Warning	2/25/2025				
1725 Kennedy Cswy	Landscaping	Warning	2/25/2025				
7521 Bounty Ave	BTR	Warning	2/25/2025				
7521 Bounty Ave	Operating/Advertising	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/26/2025		$250.00		
7501 Adventure Ave	Stagnant Water	Warning	2/26/2025				
1601-47 N Treasure Drive	Special Magistrate	Order	2/26/2025		$6,875.00		
7945 East Drive #106	Noise	Warning	2/27/2025				
1872 Kennedy Cswy	Fence Maintenance	Warning	2/27/2025				
7513 W Treasure Drive	Special Magistrate	Order	2/27/2025		$1,700.00		
7521 Mutiny Ave	Unsafe Structure	Posted	2/28/2025				
7928 West Drive	Construction Site Maint	Warning	2/28/2025				
(20) Lien Searches							
				$1,750.00	$12,075.00		

	Code	**Statistics**	**Mar-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7927-31 East Drive	Trash Violation	Citation	3/3/2025	$200.00			
7700 Coquina Drive	WWP	Citation	3/3/2025		$250.00		
7934 West Drive #1201	Special Magistrate	Order	3/3/2025		$3,400.00		
7920 East Drive	Bulk Trash	Warning	3/4/2025				
Treasure Island	Prohibited Sign	Removed	3/4/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	3/4/2025				
7516 E Treasure Drive	Minimum Housing	Warning	3/4/2025				
7529 Mutiny Ave	Property Maintenance	Warning	3/5/2025				
7516 W Treasure Drive	Open and Unsecure	Warning	3/5/2025				
1510 S Treasure Drive	Noise	Warning	3/5/2025				
1900 S Treasure Dr #3M	Property Maintenance	Warning	3/6/2025				
7927 East Drive	Bulk Trash/Trash Violation	Warning	3/6/2025				
7700 Center Bay Drive	Open and Unsecure	Warning	3/6/2025				
7531 Coquina Drive	Open and Unsecure	Warning	3/6/2025				
7501 Adventure Ave	Noise	Warning	3/7/2025				
7548 Adventure Ave	Landscape	Warning	3/10/2025				
1790 Kennedy Cswy	WWP	Citation	3/10/2025	$250.00			
1800 Kennedy Cswy	WWP	Citation	3/10/2025	$250.00			
7548 W Treasure Drive	Open and Unsecure	Warning	3/10/2025				
7927 East Drive	Bulk Trash	Warning	3/10/2025				
7601 Beach View Drive	Landscape	Warning	3/11/2025				
7600 Beach View Drive	Landscape	Warning	3/11/2025				
7801 Center Bay Drive	Construction Site Maint	Warning	3/11/2025				

1630 S Treasure Drive	Construction Site Maint	Citation	3/11/2025	$250.00			
7601 Coquina Drive	Trash Cans	Warning	3/11/2025				
1630 S Treasure Drive	Construction Site Maint	Citation	3/12/2025		$250.00		
1770 Kennedy Cswy	WWP	Citation	3/13/2025				
1780 Kennedy Cswy	WWP	Citation	3/13/2025				
7401 Miami View Drive	WWP	Citation	3/13/2025	$250.00			
7441 Miami View Drive	Bulk Trash	Warning	3/13/2025				
7601 E Treasure Dr #CU12	Noise	Citation	3/13/2025		$250.00		
1345 Kennedy Cswy	Sign Maintenance	Warning	3/17/2025				
1670 S Treasure Drive	Fence Mesh	Warning	3/17/2025				
Treasure Island	Prohibited Sign	Removed	3/17/2025				
1725 Kennedy Cswy	Prohibited Sign	Removed	3/17/2025				
1540 S Treasure Drive	Property Maintenance	Warning	3/17/2025				
7513 Adventure Ave	Bulk Trash	Warning	3/18/2025				
7917 West Drive	Bulk Trash	Warning	3/18/2025				
7700 Center Bay Drive	Vacant Lot Fee	Citation	3/18/2025		$250.00		
7548 W Treasure Drive	Fence Mesh	Warning	3/18/2025				
1872 Kennedy Cswy	Landscape/Trash	Warning	3/18/2025				
1660 S Treasure Drive	Fence Mesh	Warning	3/18/2025				
7541 Hispanola Ave	Bulk Trash	Warning	3/19/2025				
7545 Hispanola Ave	Bulk Trash	Warning	3/19/2025				
7918 West Drive	Illicit Discharge	Citation	3/19/2025				
7928 West Drive	Construction Site Maint	Warning	3/19/2025				
7927-31 East Drive	Trash Violation	Citation	3/20/2025		$200.00		
1666 Kennedy Cswy	Property Maintenance	Warning	3/24/2025				
7420 Center Bay Drive	Noise	Warning	3/24/2025				
7520 W Treasure Drive	WWP	Citation	3/24/2025	$250.00			
7512 W Treasure Drive	Outside Storage	Warning	3/27/2025				
7601 E Treasure Drive	Special Magistrate	Order	3/26/2025		$325.00		
7508 W Treasure Drive	Vacant Lot Fee	Warning	3/26/2025		$250.00		
7508 W Treasure Drive	Fence Mesh	Warning	3/27/2025				
7918 West Drive	Illicit Discharge	Citation	3/27/2025		$250.00		
7928 West Drive	Construction Site Maint	Warning	3/28/2025				
7946 East Drive #106	WWP	Citation	3/28/2025		$300.00		
7711 Coquina Drive	Trash Cans	Warning	3/28/2025				
8000 East Drive	Landscape	Citation	3/28/2025		$200.00		
8000 East Drive	Trash	Citation	3/28/2025		$200.00		
1800 Kennedy Cswy	WWP	Citation	3/28/2025		$250.00		
1508 Kennedy Cswy	Unsafe Structure	Posted	3/28/2025				
1508 Kennedy Cswy	Property Maintenance	Warning	3/31/2025				
7531 Coquina Drive	Open/Unsecure	Warning	3/31/2025				
1630 S Treasure Drive	ROW Violation	Warning	3/31/2025				
7516 W Treasure Drive	Fence Mesh	Warning	3/31/2025				
(30) Lien Searches							

				$1,450.00	$6,375.00		
	Code	**Statistics**	**Apr-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1400 S Treasure Drive	WWP	Citation	4/1/2025		$250.00		
7511 Coquina Drive	Trash/Bulk Trash	Warning	4/1/2025				
7521 Bounty Ave	Outside Storage	Warning	4/2/2025				
1500 S Treasure Drive	Bulk Trash	Removed	4/2/2025				
7401 Miami View Drive	WWP	Citation	4/2/2025	$250.00			
7517 Bounty Ave	Outside Storage	Warning	4/2/2025				
7505 Mutiny Ave	WWP	Citation	4/4/2025		$250.00		
7521 Cutlass Ave	Bulk Trash	Warning	4/4/2025				
7530 Miami View Drive	Trash/Recycle Cans	Warning	4/4/2025				
7701 Miami View Drive	Trash/Recycle Cans	Warning	4/4/2025				
7516 Bounty Ave	Landscape	Warning	4/7/2025				
7600 Beach View Drive	Expired Permits	Warning	4/7/2025				
23-3209-000-0020	Vacant Lot Fee	Citation	4/7/2025		$250.00		
7401 Miami View Drive	WWP	Citation	4/7/2025		$250.00		
7401 Miami View Drive	WWP	Citation	4/7/2025		$250.00		
7531 Coquina Drive	Open/Unsecure	Warning	4/7/2025				
7904 West Drive #7	Sign Violation	Warning	4/8/2025				
1755 Kennedy Cswy	Trash/Landscape	Warning	4/8/2025				
7939 East Drive	Trash	Warning	4/8/2025				
Treasure Island	Commercial Landscaper	Warning	4/9/2025				
7521 Adventure Ave	Bulk Trash	Warning	4/9/2025				
7520 W Treasure Drive	WWP	Citation	4/9/2025	$250.00			
7500 Miami View Drive	WWP	Citation	4/10/2025	$250.00			
1872 Kennedy Cswy	WWP	Citation	4/10/2025	$250.00			
1880 S Treasure Drive	Special Magistrate	Order	4/11/2025		$1,500.00		
7810 Miami View Drive	Occupancy	Warning	4/12/2025				
7701 Coquina Drive	Noise	Warning	4/14/2025				
7921 West Drive	Sign Violation	Warning	4/15/2025				
7721 Coquina Drive	Landscape	Warning	4/15/2025				
1550 Kennedy Cswy	Sign Violation	Warning	4/15/2025				
1524 Kennedy Cswy	Trash/Graffiti	Warning	4/15/2025				
7939 East Drive	Trash	Warning	4/16/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	4/17/2025				
7711 Beach View Drive	Noise	Warning	4/19/2025				
7946 East Drive	Trash	Warning	4/21/2025				
7920 East Drive	Bulk Trash	Warning	4/21/2025				
7946 East Drive	Pool Violation	Warning	4/21/2025				
7917 West Drive	Bulk Trash	Warning	4/21/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	4/22/2025				
7532 W Treasure Drive	Bulk Trash	Warning	4/23/2025				

1508 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1524 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1550 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1600 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1624 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1580 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1666 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
7500 Miami View Drive	WWP	Citation	4/25/2025		$250.00		
1601 Kennedy Cswy	Open/Unsecure	Warning	4/25/2025				
7711 Beach View Drive	Construction Site Maint	Warning	4/25/2025				
7536 Bounty Ave	Landscape	Warning	4/25/2025				
1865 Kennedy Cswy #15H	Minimum Housing	Warning	4/25/2025				
7520 W Treasure Drive	Noise	Warning	4/27/2025				
7945 East Drive	Bulk Trash	Warning	4/28/2025				
1815 Kennedy Cswy	BTR Violation	Warning	4/28/2025				
7918 West Drive	Prohibited Signs	Warning	4/28/2025				
1640 N Treasure Drive	Bulk Trash	Warning	4/29/2025				
1815 Kennedy Cswy	Recycling Violation	Warning	4/29/2025				
Treasure Island	Handbills	Removed	4/29/2025				
7701 Coquina Drive	Construction Site Maint	Warning	4/30/2025				
7531 Center Bay Drive	Trash	Warning	4/30/2025				
7560 W Treasure Drive	Landscape	Warning	4/30/2025				
7509 Buccaneer Ave	Landscape	Warning	4/30/2025				
(24) Lien Searches							
				$1,000.00	$3,000.00		

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

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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 (April 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (April 2025).pdf

North Bay Village Police Department
Memorandum

Date: April 30, 2025

To: Deputy Chief, S. Bejar

From: Norlan Benitez, Sergeant

Subject: Monthly Traffic Enforcement Report for April 1 to April 30, 2025

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 April 2025. 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:

- 216 – Speeding Citations
- 25– Criminal Citations
- 44–Moving Violation Citations
- 166 – Non-Moving Citations
- 43 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 3 – Criminal Citations
- 17 – Moving Violation Citations
- 13– Non-Moving Citations
- 18 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 8 – Criminal Citation
- 22– Moving Violation Citations
- 18– Non-Moving Citations
- 9 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 537– Citations
- 70–Warnings
- 156– Parking Citations

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: **May 20, 2025**

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 April 2025**

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.

Agendas

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.

Village Commission	Planning & Zoning Board	Advisory Boards	Town Hall / Others
1	0	11	

Public Notices

The Village Clerk's Office issued a total of Eleven (11) Public Meeting Notices for April 2025. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Execution of Documents

Resolutions	Agreements
6	8

Records Management / Building Department Property Files
* Cap Government

Below is a summary of the update of scanned records

	# of boxes
Taken off-site	167
Total boxes scanned	125
Total boxes pending scan	42
Total uploaded boxes to Laserfiche	115

Business Tax Receipt - Update
As of May 8, 2025, the number of businesses pending a submittal for a County Certificate of Use has significantly reduced to 1. Many of the pending businesses are either in the process of completing the DERM CU application, have already submitted it, and are currently under review or follow-up.

Summary of Total Business not in compliance with DERM or under review
* Not in Compliance - Pending CU Submittal: 1
* Under Review by DERM for a CU: 17

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR - April 2025.pdf
Advisory Board Attendance Records - April 2025.pdf

Last Updated: 5/8/2025 13:35

Public Records Request Log - April 2025

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
4/2/2025	Helen Victoria helenvictoria1@gmail.com 786 - 597 - 1867	Building Village Clerk	Washer/Dryer Permits - Treasure Bay Condo - 1880 S Treasure Drive	N/A	4/2/2025
4/3/2025	Olga L. Chico - Design and Builder / Chico's Contractor, INC. chicoscontractor@gmail.com	Building	Royal Isle Apartment - 7905 E Drive Pool Plans and Permits	N/A	4/7/2025
4/3/2025	Jorge Mendoza - Senior Consultant / Engineering Creations	Building Village Clerk	7516 Adventure Avenue - Plans	N/A	4/9/2025
4/8/2025	Damian Andujar GC; Roof; Plumbing Contractor Damian@exigogrp.com	Building Village Clerk	7511 Miami View Drive - Plans	N/A	4/9/2025
4/8/2025	Tzofia Drori tzdrori@gmail.com	Building Village Clerk	Detailed account of the structural integrity of the building, past inspections, and any repairs that have been completed and needed. Especially records relating to responses after agedy in 2021.	N/A	ADDITIONAL DETAILS REQUESTED.
4/9/2025	Michael Bergouignan - Island Construction Group michael@islandconstructiongroup.com	Building Village Clerk	1621 S Treasure Drive - Plans/Microfilms	N/A	4/11/2025
4/11/2025	Robert Acree info@acreeairmiami.com	Building Village Clerk	7601 E Treasure Drive, UNIT 1514 - Plans	N/A	4/17/2025
4/14/2025	Damian Andujar - Exigo Management Group damian@exigogrp.com	Building Village Clerk	1331 Bay Terrace - Plans	N/A	4/17/2025
4/15/2025	Robert Eberhardt eberhardt@gmail.com	Human Resources	Dr. Ralph Rosado: - All public portions of Rosado's personnel file, including complaints and/or disciplinary actions. - Any written discussion involving a proposed resolution terminating Rosado's employment agreement - this was an April 2, 2024, recommendation memorandum from the village clerk regarding a resolution sponsored by Vice Mayor Richard Chervony. Furthermore, I would like clarification on whether any action was taken on this measure, as I am not aware of any until Rosado's resignation several months later.	N/A	4/24/2025
4/16/2025	Mariah Allen - Community Director / MODA NBV; Waypoint Residential	Building Village Clerk	MODA - 8000 W Drive: Plans	N/A	4/21/2025
4/17/2025	Jose Vazquez - PE; CEO / Jose Vazquez and Associates, PA jvazquez@adatechgroup.com ; jovazq@yahoo.com	Building Village Clerk	7910 W Drive	N/A	ADDITIONAL DETAILS REQUESTED.

4/17/2025	Danick Baron - Data Acquisition Specialist / SmartProcure	Finance	Purchasing Records from November 14, 2024, through PRESENT 1. Purchase order number. If purchase orders are not used, a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number 2. Purchase date 3. Line item details (Detailed description of the purchase) 4. Line item quantity 5. Line item price 6. Vendor ID number, name, address, contact person and email address If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.	N/A	4/18/2025
4/18/2025	Armando Garcia assistant@thelexi.net	Building Village Clerk	LEXI BAYVIEW 7901 Hispanola Avenue - All open permits	N/A	4/21/2025
4/22/2025	Brent Latham - Mayor Emeritus / NBV brent4nbv@gmail.com	Building Village Clerk	Copies of all Commercial Sign Permit Apps from 1/1/2020 - PRESENT Responses and Comments made to each application	N/A	4/23/2025
4/22/2025	Adrian Costas costas_a@hotmail.com	Building Village Clerk	Kennedy House: Requesting recent structural certifications, recent visits/inspections, and any/every report that could indicate a potential risk of a future assessment related to the building's structural integrity.	N/A	4/30/2025
4/23/2025	Cynthia Holt cholt@safepointins.com	Code Enforcement	7529 Mutiny Avenue Code Violations	N/A	4/25/2025
4/25/2025	Guillermo Parra, LCAM / Island Place NBV Condo Association mgr@islandplacecondos.com	Building Village Clerk	Permit records, inspection reports, and the results related to the recertifications for the following properties: Caribbean Tower The Islander Kennedy House Island Place at North Bay Village Condominium Association	N/A	**ADDITIONAL DETAILS REQUESTED.**
4/25/2025	Maria Aljure maaljurec99@yahoo.com	Finance	1.Bank Accounts: A list of all demand deposit accounts (e.g., checking, money market, savings) held by the City as of the most recent date available. 2.Interest Rates: The interest rates applied to each of these accounts for the most recent period for which data is available.	N/A	4/25/2025
4/26/2025	Fabrizio Cilento cilento@hotmail.com	Building	Island Place - 1455 N Treasure Drive: Inspections	N/A	4/28/2025

4/30/2025	Agneth Camille De La Cruz foia@buildzoom.com	Building	Request a copy of your building permit records since March 24, 2025, to PRESENT. Please include any fields that your permitting system tracks. This includes but is not limited to: -Permit Number -Applied/Issued Dates -Work Address -Permit Type -Permit Status -Description of Work -Contractor and Architect Details -Job Valuations	N/A	5/1/2025

Last Updated: 5/8/2025 13:35

Public Records Request Log: NBV PD - April 2025

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
4/2/2025	Elisa Diaz - Felony Screening Unit / State Attorney	Police	BWC: F25005506 NBV PD Case Number: 202500017594	N/A	4/2/2025
4/2/2025	Edward Joseph Edwardjoseph213@gmail.com	Police	NBV PD Case Number: 2025-00018746	N/A	5/4/2025
4/3/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM7BHE NBV PD Case Number: 202500007053	N/A	4/2/2025
4/3/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AI8CIBE NBV PD Case Number: 202400020459	N/A	4/2/2025
4/3/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM7QTE NBV PD Case Number: 202500010887	N/A	4/3/2025
4/3/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM79KE NBV PD Case Number: 202500006398	N/A	4/3/2025
4/3/2025	Donna Wright - DUI; Traffic; and Criminal Misdeameanor Division / State Attorney	Police	BWC: AKM63OE NBV PD Case Number:	N/A	
4/4/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM820E NBV PD Case Number:	N/A	4/8/2025

4/7/2025	Tania Daniela Torres Salazar ttorres.salazar94@gmail.com	Police	2019 - 2023: Any/all reports containing her name from the following addresses: 7601 E Treasaure 7545 E Treasure	N/A	5/2/2025
4/7/2025	Jan Duron newatlantismiami@gmail.com	Police	List of residential addresses involved in a fire from December 1, 2024 to March 31, 2025	N/A	5/7/2025
4/7/2025	Raquel Beauvoir raquelbeauvoir@hotmail.com	Police	All reports made by Michelle Beauvoir for 1865 JFK Causeway, APT 12M	N/A	
4/8/2025	Rebecca De Lima - Crimes Division / State Attorney	Police	BWC: AGS5ESE NBV PD Case Number: 20240000046	N/A	4/8/2025
4/8/2025	Rebecca De Lima - Crimes Division / State Attorney	Police	BWC: AG5LF0E NBV PD Case Number:	N/A	4/8/2025
4/9/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM86ZE NBV PD Case Number: 202500015730	N/A	4/9/2025
4/9/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM85KE NBV PD Case Number: 202500015087	N/A	
4/9/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM85SE NBV PD Case Number: 202500015253	N/A	
4/10/2025	Belkis Martinez / State Attorney	Police	BWC: AJ9YTCE NBV PD Case Number: 202500022589	N/A	4/10/2025
4/11/2025	Giselle Ruiz - Misdemeanor Domestic Violence / State Attorney	Police	BWC: M25007408 NBV PD Case Number: 202500022798	N/A	4/11/2025

4/15/2025	Jack McAllister - Traffic Branch; NDJC Hialeah / State Attorney	Police	BWC: AGS5G0E NBV PD Case Number: 20240000787	N/A	4/16/2025
4/16/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM849E NBV PD Case Number: 202500014615	N/A	4/16/2025
4/16/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8D1E NBV PD Case Number: 202500017831	N/A	4/16/2025
4/16/2025	Jonathan Ballard jballard@therobisongroup.com	Police	BWC: NBV PD Case Number: 202500015836 NBV PD Case Number: 202500015835	$ 166.37	PAID - in progress.
4/17/2025	Robert Eberhardt eberhardt@gmail.com	Police	NBV PD crime stats from 2019 - 2024, and if records are also kept monthly, I would like to request statistics for the following two months: June 2019 and July 2024.	N/A	5/5/2025
4/18/2025	Heather Walker - WSVN hwalker@wsvn.com	Police Village Clerk	Amy Gordon records	N/A	4/21/2025
4/18/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM7DWE NBV PD Case Number:	N/A	4/28/2025
4/18/2025	Andria Nowak anowak@butler.legal	Police	Incident Location – 7934 W Drive Incident Date – 05/21/2024, 22:33 Request Parameters – Body Cameras, reports, and witness statements.	N/A	4/30/2025
4/21/2025	Garry Scott - Traffic Division / State Attorney	Police	BWC: AKPYN7E NBV PD Case Number:	N/A	4/28/2025
4/21/2025	Miguel Angel Palacios - Legal Assistant II / State Attorney	Police	BWC: AKM88RE NBV PD Case Number: 202500016292	N/A	4/28/2025
4/21/2025	Laura Spelman laura@safeharborinv.com	Police	Any/All police reports for Mr. Ethan Todd Gordon WM DOB - 05/23/2025	N/A	5/7/2025

4/22/2025	Mary Clifford - Legal Assistant; Trail Coordinator / State Attorney	Police	BWC: F25006108 NBV PD Case Number: 2025000013965 NBV PD Case Number: 202500013966 NBV PD Case Number: 202500013969 NBV PD Case Number: 202500013970	N/A	4/28/2025
4/23/2025	Elizabeth Schwartz - Law Clerk / Bryant Miller Olive PA	Police Village Clerk	Requesting Collective Bargaining Agreements for NBV PD and Sergeants - salary minimums/maximums for FY 2026 - 2027	N/A	4/23/2025
4/23/2025	Giselle Ruiz - Misdemeanor Domestic Violence / State Attorney	Police	BWC: M25008155 NBV PD Case Number: 202500024736	N/A	4/28/2025
4/23/2025	Rebecca De Lima - Crimes Division / State Attorney	Police	BWC: AI8D4GE NBV PD Case Number:	N/A	4/28/2025
4/23/2025	Richard Fortin - Fire and Theft Company Adjuster / Progressive Insurance Company	Police	NBV PD Case Number: 202500013939	N/A	5/3/2025
4/25/2025	Taminka Robertson - MIAMI DADE STATE ATTORNEY's OFFICE TaminkaRobertson@MiamiSAO.com	Police	BWC: M25008466 NBV PD Case Number: 202500025619	N/A	4/28/2025
4/28/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AI8EZ4E NBV PD Case Number: 2202400055297	N/A	4/28/2025
4/28/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8BLE NBV PD Case Number: 202500017176	N/A	
4/29/2025	Matthew Schultz - Trial Coordinator Division / State Attorney	Police	BWC: F25008526 NBV PD Case Number: 202500026170	N/A	

2025 - Resident Advisory Board - Attendance

RESIDENT SERVICES: *FIRST TUESDAY - 6:30 P.M.*

NAME	JANUARY	Tuesday February 4	Tuesday March 4	Tuesday April 1	Tuesday May 6	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Alili, Farahim	CANCELED	P	P	P	P							
Cantave, Lidia		P	P	P	P							
Parada, Jose		A	P	P	P							
Heredia-Revelo, Silvia Filomena		P	A	A	A							
Larche, Francois		P	P	P	A							

FINANCE ADVISORY: *SECOND TUESDAY - 6:30 P.M.*

NAME	JANUARY	Wednesday February 11	Tuesday March 11	Tuesday April 8	Tuesday May 13	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Siefken, Sandra Helena	CANCELED	P	P	P								
Horwitz, Sandi		A	P	P								
Jacob, Paul		P	A	P								
Martin, Nicholas		P	A	A								
Zuniga, Marco		P	P	P								

SUSTAINABILITY/RESILIENCE TASK FORCE: *FOURTH TUESDAY - 6:30 P.M.*

NAME	Tuesday January 28	Monday February 24	Tuesday March 25	APRIL	Tuesday May 27	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Doebler, David	A	P	P	CANCELED								
Krasner, Neil	P	P	P									
Krebs, Brenda	P	P	P									
Graham, Alisha	P	P	P									
Pfeffer, Oliver B.	P	P	P									

PLANNING/ZONING: FIRST WEDNESDAY - *6 P.M.*

NAME	JANUARY	Wednesday February 12	MARCH	Wednesday April 9	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Turbides, Maximo E. - Alternate	CANCELED	P	CANCELED	P	CANCELED							
Losada, Joelyn		P		A								
Gonzalez, Jorge Pablo		P		P								
Abramson, Sherry		P		P								
Murphy, Paul		A		P								
Shaw, Ryan		P		P								

ANIMAL WELFARE: *QUARTERLY - 6:30 P.M. / THIRD WEDNESDAY of QUARTER*

NAME	JANUARY	FEBRUARY	Wednesday March 5	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Shakti, Indira	CANCELED	NO MEETING	P	NO MEETING					NO MEETING			
Amadi, Sole Anamaria			P									
Fasana, Sabrina			P									
Lopez, Rosaura			P									
Marquez-Arrechea, Maria De La Cruz			P									

COMMUNITY ENHANCEMENT: *FOURTH WEDNESDAY - 6:30 P.M.*

Last Updated: 5/8/2025 13:41

NAME	JANUARY	Thursday February 27	MARCH	Wednesday April 30	Wednesday May 28	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Cotton, Christopher		P		P								
Farriga, Bree		P		P								
Petrini, Jacob	CANCELED	P	CANCELED	P								
Quay, Nick		A		A								
Segall, Alexei Julian		P		P								

ATTENDANCE CODES	
P	Present
A	Absent - Unexcused
A	Absent - Excused
C	Confirmed
CAM	"*Cannot attend meeting*"

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A POLICY RELATING TO THE USE OF VILLAGE RESOURCES FOR COMMUNICATING AND ORGANIZING OFFICIAL VILLAGE EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY VICE MAYOR GORAN CUK**

RECOMMENDATION

It is recommended that the Village Commission approve a resolution establishing a policy relating to the use of Village resources in communicating official Village events.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to establish a policy regarding the use of Village resources for communicating and organizing official Village-sponsored events. The policy aims to ensure proper notification to the community and prevent the misuse of Village resources.

During the April 15th Regular Commission Meeting, a discussion took place highlighting instances where Village resources were used for organizing and communicating official events without a unified policy. Below is a summary of the appropriate use of Village resources and including the following key points:

1. Village resources are defined as the Village email, Logo, Seal, any software paid by the Village, facilities, and Staff.
2. Village resources may only be used for official Village business.
3. To announce events using Village resources, the event must be one that was noticed, sponsored by the Village, and/or by the Village Commission/or Advisory Board/Task Force.
4. Any Member of the Village Commission may use Village resources for any event they are organizing, provided the event does not exceed the elected official's budgeted public funds; does not require extraordinary staff time, and is publicly noticed without additional consent of the Village Commission.

The proposed policy will prevent abuse of public resources and ensure fairness to all members of the Village Commission.

It is recommended that the Village Commission adopt a policy on the use of Village resources in communicating official Village Events.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Policy for Communicating Official Village Events.DOCX
Exhibit A-Policy for Use of Village Resources.DOCX

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A POLICY RELATING TO THE USE OF VILLAGE RESOURCES FOR COMMUNICATING AND ORGANIZING OFFICIAL VILLAGE EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") recognizes the importance of providing proper notification to all members of the community of official Village events; and

WHEREAS, improper use of the Village email, letterhead, logo, or seal may cause the community to mistakenly believe that communication relates to official Village events and/or has been sanctioned by the Village; and

WHEREAS, in order to prevent misuse of Village resources, such as Village staff, financial resources, letterhead, and email, the Village Commission desires to establish a policy regarding the use of Village resources by members of the Village Commission for communicating and organizing official Village events; and

WHEREAS, the Village Commission desires to adopt the policy attached hereto as Exhibit "A" (the "Policy"), which provides that Village resources may only be used for official Village business and that the use of Village resources to announce or support events is limited to events that are publicly noticed, sponsored by the Village, and approved by the Village Commission or an Advisory Board or Task Force utilizing budgeted funds; and

WHEREAS, the Policy further authorizes the Village Manager to waive the requirements when a particular event is organized by a member of the Village Commission without the use of public funds, extraordinary staff time, and is publicly noticed; and

WHEREAS, the Village Commission intends for the Policy to restrict the use of Village resources for communicating and organizing official Village events by any one elected official without a vote by the entire Village Commission; and

WHEREAS, the Village Commission recognizes that to effectively carry out their public function, elected officials should have the flexibility and opportunity to independently organize and carry out events that are for the benefit of all Village

residents, provided it does not expend public funds or overburden staff, and therefore provides for this flexibility in the attached Policy; 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. Adopting Policy. That the Village Commission adopts the Policy attached hereto as Exhibit A.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Policy and the purposes of this Resolution.

Section 4. Effective Date. 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 May, 2025.

_____
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

Exhibit "A"

NORTH BAY VILLAGE POLICY AS TO USE OF VILLAGE RESOURCES FOR COMMUNICATING AND ORGANIZING OFFICIAL VILLAGE EVENTS

SCOPE

The purpose of this policy is to ensure that Village Resources are used exclusively for official Village business. This policy establishes criteria for when Village resources may be used to announce or support publicly noticed, Village-sponsored events.

DEFINITIONS

"*Member(s) of the Commission*" means the Mayor, the At-larger Commissioner, the Harbor Island Commissioner, the North Bay Island Commissioner, and the Treasure Island Commissioner.

"*Village Resources*" are defined as Village email, letterhead, social media, the Village logo, the Village seal, any software owned/paid for by the Village, Village facilities, staff, and/or financial resources.

POLICY

1. It is the policy of the Village that Village Resources may only be used for official Village business.

2. To announce events using Village Resources, the event must be one that was publicly noticed, sponsored by the Village, and/or approved by the Village Commission, and/or Advisory Board or Task Force using their budgeted funds.

3. The Village Manager may waive the requirements of this policy when a particular event is organized by a Member of the Commission without the use of public funds, extraordinary staff time, and is publicly noticed.

4. Notwithstanding the above, a Member of the Commission may use Village Resources for any event they are independently organizing, provided the event does not use public funds, require extraordinary staff time, and is publicly noticed without additional consent of the Village Commission.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Leonardo Cosio, Chief of Staff

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MICHELLE LARCHE DBA CHELLA FIT 305 FOR FITNESS RECREATION SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY VICE MAYOR GORAN CUK**

RECOMMENDATION

It is recommended that the Village Commission approve an agreement with Chella Fit 305 for Fitness Recreation Services.

BACKGROUND AND ANALYSIS

North Bay Village desires to offer group fitness classes designed for all abilities to promote health, wellness, and active lifestyles for Village residents. Michelle Larche d/b/a Chella Fit 305 recently completed a successful 6-month trial with the Village and would like to expand her services to offer classes twice per week starting May 22, 2025. Until this date, the Consultant has continued to offer classes once per week on Tuesday. The Consultant will now offer classes Tuesday and Thursday each week.

The Consultant has agreed to continue providing services to the Village at the same rate established during the trial of $50 per class through the end of the current fiscal year--September 30, 2025. Upon the start of the new fiscal year on October 1, 2025, the Village will compensate the Consultant at a rate of $125 per class, which is comparable to the compensation of other recreation providers already operating in the Village.

Village staff recommends approval of this item to continue strengthening the Village's recreational programming offerings and encouraging residents to live an active and healthy lifestyle.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$2,050 covered 1/2 from #001-11-511-5466 & 1/2 from #001-72-572-3151

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Chella Fit 305 Michelle Larche-Fitness Classes.DOCX
Exhibit A-PSA-Chella Fit 305 Michelle Larche-Fitness Classes.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MICHELLE LARCHE DBA CHELLA FIT 305 FOR FITNESS RECREATION SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to offer group fitness classes, designed for all abilities, to promote health, wellness, and active lifestyles for residents within the Village; and

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

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve an Agreement with Michelle Larche dba Chella Fit 305 (the "Consultant") in substantially the form attached hereto as Exhibit "A" due to the Consultant's experience working with the Village and advantageous pricing, as further set forth in the agenda memorandum accompanying this Resolution, and authorize the Village Manager to execute the Agreement and expend budgeted funds; and

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

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

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

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

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

sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 4. 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 20th day of May, 2025.

_____
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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

MICHELLE LARCHE DBA CHELLA FIT 305

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **MICHELLE LARCHE DBA CHELLA FIT 305**, a sole proprietor authorized to do business in Florida (hereinafter, the "Consultant").

WHEREAS, the Village desires to offer group fitness classes, designed for all abilities, to promote health, wellness, and active lifestyles for residents within the Village; and

WHEREAS, the Consultant agrees to provide fitness classes on behalf of the Village, all as further set forth in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

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

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

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2025, unless earlier terminated in accordance with Paragraph 8. The Village Manager may renew the term of this agreement as deemed necessary (e.g., month to month, annually, or otherwise).

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

3. Compensation and Payment.

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

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the

Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this

Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

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

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

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

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

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

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

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

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

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

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

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

24. **State Law Requirements / Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

24.1. 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.

24.2. 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.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the 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.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the 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.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the 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.

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

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

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

28. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant

to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

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

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

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Scope of Services

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

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

NORTH BAY VILLAGE

By: _____
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
305-756-7171 (telephone)
villagemanager@nbvillage.com (email)

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

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

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

Addresses for Notice:

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

With a copy to:

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

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

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
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

EXHIBIT A
SCOPE OF SERVICES

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

1. The Consultant shall provide group fitness classes to the residents of the Village in order to promote health, wellness, and active lifestyles.

2. Consultant shall provide eight (8) classes each month at times and locations agreed upon with the Village. Each class will be sixty (60) minutes in duration. The specific schedule and class offerings will be determined based on the community interest and participation levels.

3. Consultant shall be compensated at the rate of $50 per class, for a total amount not to exceed $400 per month, through September 30, 2025. Beginning May 22, 2025, Consultant will also offer a Thursday class each week, with the same per class rate and the same monthly cap of $400. Starting October 1, 2025, Consultant shall be compensated at the rate of $125 per class, for a total amount not to exceed $1,125 per month.

4. The following is a list of example fitness classes that may be provided, subject to the Village's needs and schedule. The classes are designed to accommodate participants of all fitness levels, from beginners to advanced.

    a. **Total Body Boot Camp** ***band provided / ***mat or towel required as desired***
        - **Description:** A dynamic, interval-energy class combining cardio, strength training, and functional exercises for a comprehensive full-body workout.

    b. **Glutes & Legs Band Workout** **Bands provided / *****mat or towel required*
        - **Description:** Focuses on strengthening and toning the glutes & legs using resistance bands.

    c. **Upper Body Band and Abdominal Workout** **Bands provided / *****mat or towel required*
        - **Description:** Concentrates on upper body strength and abdominal conditioning using resistance bands.

    d. **Mat-Flex Lengthen Workout** *******mat or towel required*
        - **Description:** A flexibility-focused class incorporating stretching and lengthening exercises to improve mobility and flexibility.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE ATTORNEY RATES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA**

RECOMMENDATION

It is recommended that the Village Commission approve the Rate Updates with Weiss Serota Helfman Cole + Bierman, PL for Village Attorney Services.

BACKGROUND AND ANALYSIS

Weiss Serota Helfman Cole & Bierman, PL has proudly served as the Village's labor and employment attorney since January 2019 and as the Village Attorney since March 2019. For the Village's budget purposes, the Village Attorney's services are budgeted in four categories: general, labor and employment, litigation, and other.

The general budget is based on general attorney services that are billed monthly on a flat fee basis. These general services started at $18,250 per month in 2019 and have increased annually based on the retainer agreement at 2.5% yearly. Currently, general services are charged at $20,648.00 per month. Labor and employment services are charged on an hourly basis, currently at $282 hour, and have an annual increase of 2%.

The Village Attorney seeks the Village Commission's approval to adjust the current rates as follows:

1. General services will be charged a monthly fee of $30,000.00 beginning October 1, 2025

(the “General Services Retainer”). The monthly services fee for general services will continue to be charged at the current rate of $20,648.00 until September 30, 2025.

2. Labor and employment services, litigation, and other services will be billed on an hourly basis at the rate of $350.00 per hour. To the extent a given matter is not already billed at this rate, the rate of $350.00 per hour will be applied to all invoices retroactive to May 1, 2025. The Village Manager may approve higher hourly rates where a given matter requires more specialized services.

3. Beginning May 1, 2025, cost recovery matters will be charged at the rate of $600.00 per hour for applications in all zoning districts except for the RS-1 and RS-2 Districts, which will continue to be charged at $425.00 an hour. Although the Village pays the invoices, property owners pay the fees through cost recovery and therefore, these fees are not budgeted.

4. Beginning October 1, 2026 and each October 1 thereafter, in order to keep pace with the inflation of regular business costs, a yearly increase of the General Services Retainer and the hourly rates established herein of 5% or the Consumer Price Index (CPI Miami-Ft. Lauderdale), whichever is greater.

No budget amendment is required to effectuate these adjustments for the 2024-2025 fiscal year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The proposed adjustments will not require a budget amendment.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Village Attorney Fees.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE ATTORNEY RATES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has retainer agreements with Weiss Serota Helfman Cole & Bierman, PL (the "Village Attorney") dated August 22, 2019 for Village Attorney services and January 14, 2019 for Labor and Employment Services; and

WHEREAS, the Village Attorney has requested that the rates in the retainers be updated and the Village Commission approves of the requested rate changes as further described herein; and

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

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

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

Section 2. Approval. That the Village Commission approves the rates for the Village Attorney as follows:

a. The monthly services fee for general services will continue to be charged at the current rate of $20,648.00 until September 30, 2025. General services will be charged a monthly fee of $30,000.00 beginning October 1, 2025 (the "General Services Retainer").
b. Labor and employment services, litigation, and other services will be billed on an hourly basis at the rate of $350.00 per hour. To the extent a given matter is not already billed at this rate, the rate of $350.00 per hour will be applied to all invoices retroactive to May 1, 2025. The Village Manager may approve higher hourly rates where a given matter requires more specialized services.
c. Beginning May 1, 2025, Cost Recovery Matters will be charged at the rate of $600.00 per hour for applications in all zoning districts except for the

RS-1 and RS-2 Districts, which will continue to be charged at $425.00 an hour.

d. Beginning October 1, 2026 and each October 1 thereafter, in order to keep pace with the inflation of regular business costs, the Village agrees to a yearly increase of the General Services Retainer and the hourly rates established herein of 5% or the Consumer Price Index (CPI Miami-Ft. Lauderdale), whichever is greater.

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

PASSED AND ADOPTED on this 20th day of May, 2025.

_____
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

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Jenice Rosado, Human Resources Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE YMCA OF SOUTH FLORIDA, INC. 2025 SUMMER CAMP PROGRAM IN AN AMOUNT NOT TO EXCEED $30,560; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission ratify the allocation of $30,560 in additional funding used to accommodate 29 waitlisted children in the 2025 Summer Camp Program.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval to ratify the allocation of $30,560 of additional funding used to accommodate 29 additional children in the 2025 Summer Camp program.

On February 18, 2025, the Village Commission adopted a Resolution approving an agreement with the YMCA of South Florida, Inc. for Day Camp and Family Recreation Programs, in an amount not to exceed $187,950 (to include programming and custodial work). These services will be provided at Treasure Island Elementary School (TIES) and include summer camp, recess camps, teacher planning day care, and family engagement events.

As part of this agreement, the Village allocated $96,000 to provide summer camp programming specifically for North Bay Village (NBV) residents and TIES students, initially allocating 75 slots. During registration, priority was given first to Village residents, then to students enrolled at TIES. Due to extremely high demand for camper slots, the YMCA increased the initial enrollment capacity from 75 to 88 slots (no extra charge to Village). All of these additional slots were rapidly filled by residents and/or TIES students. Requests for

participation from children who live outside NBV and do not attend TIES were not admitted. However, even after increasing capacity from 75 to 88 campers, there was still a total of an additional 29 children that were waitlisted for the summer camp. Out of the additional 29 requesting admission, 25 of them were NBV residents who also attend TIES, and the remaining 4 were non-residents who attend TIES. To serve these children, all of whom meet the original program's eligibility criteria, the Village Manager authorized an additional $30,560 in funding to cover their participation in the summer camp. The YMCA has agreed to provide the additional staffing needed to accommodate the 29 additional children at no extra cost to the Village. This brings the total enrollment for the YMCA summer camp to 117.

It is recommended that the Village Commission ratify the allocation of $30,560 in additional funding used to accommodate the 29 children, mostly NBV residents, needing space in the 2025 Summer Camp Program. Please see the attached invoice for further details.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$30,560 Budgeted in #001.72.572.5489

PERSONNEL IMPACT
Additional Personnel Provided by the YMCA at no additional charge to the Village

ATTACHMENTS
Resolution Addt. Funding for the YMCA Summer Camp (5-25).DOCX
YMCA SoFlo- Invoice.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE YMCA OF SOUTH FLORIDA, INC. 2025 SUMMER CAMP PROGRAM IN AN AMOUNT NOT TO EXCEED $30,560; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") provides children's camp and family engagement programming (the "Programs") at Treasure Island Elementary School ("TIES") through an agreement (the "Agreement") with YMCA of South Florida, Inc. ("YMCA"); and

WHEREAS, on February 18, 2025, the Village Commission adopted Resolution No. 2025-022 approving the Agreement with YMCA for the Programs at TIES; and

WHEREAS, the Programs include summer camp, recess camps, teacher planning day care and family engagement events; and

WHEREAS, as part of the Agreement, the Village allocated $96,000 to provide summer camp programing specifically to Village residents and TIES students by allocating 75 slots; and

WHEREAS, due to high demand, YMCA increased the slots to 88 at no additional cost but there were still additional children on a waitlist for the 2025 YMCA summer camp; and

WHEREAS, the Village Commission wishes to authorize the allocation of $30,560 of additional funding to accommodate the twenty-nine (29) waitlisted children for the 2025 YMCA summer camp; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to allocate $30,560 in additional funding to be used to accommodate an additional twenty-nine (29) waitlisted children for the YMCA 2025 summer camp.

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, Esq.	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Dr. Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of May, 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

INVOICE

YMCA of South Florida
900 SE 3rd Avenue, Ste. 210
Ft. Lauderdale, FL 33316

Date	Terms	Invoice #
05/05/2025	**NET 30**	**0183**

Bill To:

North Bay Village

1666 John F. Kennedy Cswy. #3, North Bay Village, FL 33141

First Lump Sum (Due May 15, 2025)
First Installment: $128,960.00:

- **Initial Allocation:** 88 campers covering a total of 600 camp weeks – **$96,000.00**
- **Additional Allocation:** 29 campers covering a total of 191 camp weeks – **$30,560.00**
- **Teacher Planning Day – September 23:** One-day camp session for 75 participants – **$2,400.00**

Second Lump Sum (Due October 15, 2025)
Second Installment: $65,800.00:

- **Remaining Teacher Planning Days:** 5 One-day camp sessions (75 participants each) – **$12,000.00**
- **Fall, Winter, and Spring Recess Camps** (75 participants each) – **$38,400.00**
- **Family Engagement Events:** 5 events (40 participants each) – **$5,000.00**
- **Parent's Night Out:** 3 One-day sessions (40 participants each) – **$2,400.00**
- **Movie Nights:** 4 events – **$8,000.00**

Annual Contract Total: $194,760.00

Thank you for your business!

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING CBIZ CPAS P.C. FOR MUNICIPAL AUDITING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-003; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission select CBIZ CPA's PC for the Village's Annual Financial Audit Services.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to award a contract to CBIZ for financial auditing services.

On March 18, 2025, the Village issued a Request for Proposals ("RFP") inviting certified public accounting firms to submit proposals for the Village's annual financial audit services. Subsequently, on the April 24, 2025, the Village Clerk received and opened the submissions from the following financial auditing firms:

1. Maulding & Jenkins, LLC
2. Citrin Cooperman
3. CBIZ
4. Caballero Fierman Llerena & Garcia, LLP
5. Anthony Brunson, P.A.

Pursuant to §218.39 of the Florida Statutes, the Auditor's Selection Committee, consisting of two local government finance officers and one Village Commissioner, met on May 2, 2025, to evaluate the proposals. The Committee conducted a thorough review of the proposals based on the evaluation criteria outlined in the Request For Proposal (RFP). The Selection

Committee review the proposal based on the following criteria and their respective weight.

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm / Respondent	25 Points
2	Qualifications/Experience of the Project Team	25 Points
3	Previous Projects & Client References	25 Points
4	Price Proposal (Form 12)	25 Points
	Total - Max Points	100

The Village intends to award a contract to the selected Consultant for the Services described in this RFP for a three (3) year term, with up to two (2) one-year renewal terms.

The following is the Auditor's Evaluation Committee Ranking and Recommendation.

Financial Auditing Firm	Points Received
CBIZ	287
Citrin Copperman	263
Maukldin & Jenkins, LLC	252
Anthony Brunson, PA	244
Caballero Fireman Llerena & Garcia LLP	241

It is recommended that the Village Commission award a three-year contract, with the option for two additional one-year extensions, to CBIZ, the highest-ranking financial firm.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
For FY2024 the amount of $40,000 has been budgeted in acct#001-19-519-3200 & $60,000 in acct#430-30-533-3200

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Selecting Municipal Auditor for Auditing Services.DOCX
Exhibit A-Auditing Services Agreement - CBIZ - RFP 2025-003.DOCX
Resolution No. 2025-002 - Auditor Selection Committee.pdf
RFP 2025.003 Auditing Services.pdf
CBIZ Proposal.pdf

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING CBIZ CPAS P.C. FOR MUNICIPAL AUDITING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-003; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of municipal auditing services (the "Services"); and

WHEREAS, on January 21, 2025, the Village Commission adopted Resolution No. 2025-002, establishing an Auditor Selection Committee (the "Committee") to competitively procure the Services in accordance with Section 218.391, Florida Statutes; and

WHEREAS, on March 28, 2025, the Village issued Request for Proposals No. 2025-003 (the "RFP") for the Services; and

WHEREAS, five sealed proposals were received by the RFP deadline; and

WHEREAS, on May 2, 2025, the Committee short listed firms and ranked CBIZ CPAS P.C. (the "Consultant") as the most qualified firm to provide the Services (with 287 points), followed by Citrin Cooperman (263 points); Mauldin & Jenkins, LLC (252 points); Anthony Brunson, P.A. (244 points); and Caballero Fierman Llerena & Garcia LLP (241 points); and

WHEREAS, the Village Manager recommends that the Village Commission select the Consultant to perform the Services; and

WHEREAS, the Village Commission desires to select the Consultant and authorize the Village Manager to negotiate and execute an agreement (the "Agreement") with the Consultant for the Services in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Selection. That the Village Commission hereby selects the Consultant for the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency. If an agreement cannot be reached with the Consultant, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked firm until an agreement in the best interest of the Village is reached.

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

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

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

PASSED AND ADOPTED on this 20th day of May, 2025.

_____
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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

CBIZ CPAS P.C.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CBIZ CPAS P.C.**, a Missouri profit corporation authorized to do business in Florida (hereinafter, the "Consultant").

WHEREAS, the Village is in need of financial auditing services (the "Services"), all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, on January 21, 2025, the Village Commission adopted Resolution No. 2025-002, establishing an Auditor Selection Committee (the "Committee") to competitively procure the Services in accordance with Section 218.391, Florida Statutes; and

WHEREAS, on March 28, 2025, the Village issued Request for Proposals No. 2025-003 (the "RFP") for the Services, which RFP is incorporated herein by reference as though fully set forth; and

WHEREAS, the Consultant submitted a proposal in response to the RFP which is attached hereto as Exhibit "B"; and

WHEREAS, on May 20, 2025, the Village Commission adopted a resolution selecting the Consultant for the provision of the Services; and

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services for the Village's annual financial audits, as required pursuant to Section 218.39, Florida Statutes, and on an as-needed basis for other Village auditing projects as set forth in further detail in Exhibit "A" and in accordance with the Proposal attached hereto as Exhibit "B," and the Engagement Letter attached hereto as Exhibit "C," which Exhibits are incorporated herein by reference (the "Services").

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

1.3. The Consultant shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

2.1. 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 two additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

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

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

8.5. Subject to a fifteen (15) calendar day opportunity to cure, the Consultant may terminate this Agreement if, in the Consultant's professional judgment and in accordance with the AICPA Code of Professional Conduct, applicable law, or other applicable professional auditing standards, circumstances arise which could impair the Consultant's independence or the Consultant can no longer rely on the integrity of management or circumstances arise which delay or prohibit the Consultant from performing services in accordance with professional auditing standards or the terms of this Agreement the to the Consultant's satisfaction. If the Village fails to cure within the cure period, this Agreement shall be terminated immediately.

9. Insurance.

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

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

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

such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The

Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement. Nothing herein shall be interpreted to require the Consultant to indemnify the Village for damages, losses, or costs arising from lawsuits, claims, or settlements that are solely related to the Village's grossly negligent actions, including from any known material misrepresentation by the Village's officers, agents, and employees.

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all non-confidential audit workpapers, analyses, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments). Notwithstanding anything contained herein and subject to Chapter 119, Florida Statutes, Work Product in the form of audit documentation, including work papers, shall remain the property of the Consultant in accordance with applicable professional standards. Based on the sole and absolute discretion of the Consultant and subject to Chapter 119, Florida Statutes, the Consultant shall provide access to such Work Product, provided such access does not undermine the independence or the validity of the audit process.

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of seven (7) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

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

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

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY**

CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

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

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

24.1. 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.

24.2. 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.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the 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.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the 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.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the 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.

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

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

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

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

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

29.1. First Priority: Base Agreement;

29.2. Second Priority: Exhibit D – Price Proposal;

29.3. Third Priority: the RFP;

29.4. Fourth Priority: Exhibit A – Scope of Services.

29.5. Fifth Priority: Exhibit C – Engagement Letter; and

29.6. Sixth Priority: Exhibit B – Consultant's Proposal.

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

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

NORTH BAY VILLAGE

By: _____
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, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

ci

CONSULTANT: CBIZ CPAS P.C.

By: _____

Name: _____

Title: _____

Entity: _____

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

Addresses for Notice:
CBIZ CPAS P.C.
Attn: Moises D. Ariza
One SE Third Avenue, Suite 1100
Miami, FL 33131
305-995-9600 (telephone)
Moises.Ariza@cbiz.com (email)

With a copy to:

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

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 ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
ENGAGEMENT LETTER

EXHIBIT D
PRICE PROPOSAL

RESOLUTION NO. 2025-002

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE TO ASSIST THE VILLAGE COMMISSION IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCAL AUDIT; APPOINTING COMMITTEE MEMBERS; PROVIDING FOR DISSOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to issue a request for proposals ("RFP") to obtain proposals from certified public accounting firms ("Respondents") for the Village's annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village (the "Services"); and

WHEREAS, pursuant to Section 218.391(2), Florida Statutes, the Village Commission is required to establish an auditor selection committee (the "Committee"), the primary purpose of which is to assist the Village Commission in selecting an auditor to conduct the annual financial audit required in section 218.39, Florida Statutes; and

WHEREAS, the Committee must consist of at least three (3) members, including one member of the Village Commission that will serve as the Committee chair; and

WHEREAS, Section 218.391(2)(c), Florida Statutes, provides that an employee, chief executive officer, or chief financial officer of the Village may not serve as a member of the Committee; however, the Village Commission may designate a Village employee to serve in an advisory capacity to the Committee; and

WHEREAS, the Village Commission desires to establish the Committee and appoint Committee members; 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 the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Committee Established. The Village Commission hereby establishes the Committee pursuant to section 218.391, Florida Statutes. The Committee shall have the primary purpose of assisting the Village Commission in selecting a certified public accounting firm to conduct the Village's annual financial audit required pursuant to section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village. The Committee shall have those responsibilities set forth in section 218.391(3), Florida Statutes.

Section 3. Appointment. The Village Commission hereby appoints the following individuals to the Committee:

1. Committee Member No. 1 (Committee Chair): Commissioner Dr. Richard Chervony
2. Committee Member No. 2: Paul Jacobs
3. Committee Member No. 3: Sandra Siefken

The Village Commission hereby further designates its Chief Financial Officer, Mayte Gamiotea, to serve in an advisory capacity to the Committee. The Village Commission authorizes the Village Manager to appoint or replace individuals on the Committee.

Section 4. Dissolution. The Committee shall exist until it completes its evaluation of RFP responses and ranks and recommends, in order of preference, the most highly qualified Respondent to perform the Services; provided, however, that the Village Commission may, by an affirmative motion or resolution, dissolve or extend the term of the Committee.

Section 5. Implementation. That the Village Commission hereby authorizes the Village Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	Yes
Commissioner Doris Acosta	Yes
Commissioner Dr. Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andy Rotondaro	Yes

PASSED AND ADOPTED on this 21 day of January, 2025.

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

REQUEST FOR PROPOSALS

No. 2025-003

FINANCIAL AUDITING SERVICES

VILLAGE COMMISSION

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

VILLAGE MANAGER

Frank Rollason

VILLAGE CLERK

Alba L. Chang, CMC

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION	
Solicitation Number:	2025-003
Solicitation Name:	Financial Auditing Services Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "RFP") at https://northbayvillage-fl.gov/bids-rfps/ or through the Onvia DemandStar portal (www.demandstar.com). The RFP contains detailed information about the scope of Services, submission requirements, and selection procedures.
Solicitation Scope:	The Village is soliciting proposals from certified public accounting firms for the Village's annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village (the "Services").
Pre-Proposal Meeting (non-mandatory):	**April 7, 2025 at 10:30 a.m. via Zoom.** Zoom Meeting ID: 872 6907 5761 Zoom Password: 675215 All Respondents planning to submit Proposals should attend this meeting.
Written Questions Deadline:	**April 14, 2025 at 3:00 p.m.** is the deadline for any questions, requests for information, or clarification pertaining to this solicitation, which must be made in writing to: Village Clerk, Email: procurement@nbvillage.com.
Solicitation Closing:	**April 23, 2025 at 3:30 p.m.** Proposals must be submitted electronically at www.demandstar.com. Proposals received after the deadline will be returned unopened. Respondents are responsible for ensuring that their proposal is received by the deadline.
Proposals Opening:	**April 23, 2025 at 3:30 p.m. via Zoom .** Zoom Meeting ID: 891 5388 9601 Zoom Password: 542509 Proposals will be opened publicly.
Anticipated Award Date	**May 20, 2025 at 6:00 p.m.** at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida and via Zoom. Meeting ID and password to be provided. The Village reserves the right to delay or modify any of the above-noted dates and will notify Respondents of changes.
Cone of Silence:	Pursuant to §38.18 of the Village Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning ITB's, RFQ's or Bids. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. Further information on the procedures relating to the Cone of Silence can be found in the solicitation documents.
DemandStar Registration:	Register with DemandStar to receive notifications pertaining to this solicitation. All notices and any addenda will be made available through DemandStar. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this solicitation once posted to DemandStar.
Contact Information:	1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 Telephone: 305-756-7171 / Email: procurement@nbvillage.com
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

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SECTION 1
INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the "Village"), a municipality located in Miami-Dade County, Florida, is soliciting proposals from certified public accounting firms duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. ("Respondents") for the Village's annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village (the "Services," as further defined herein). The Village hereby requests proposals for the selection of a firm (individually and collectively, the "Consultant" or "Respondent") to provide the Services, as set forth in greater detail in Section 2 of this RFP.

The Village intends to award a contract to the selected Consultant for the Services described in this RFP for a three (3) year term, with up to two (2) one-year renewal terms.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	3-28-2025	2:00 p.m.
2	Pre-Proposal Meeting (Non-Mandatory)	4-7-2025	10:30 a.m.
3	Closing Date for Respondent Questions	4-14-2025	3:30 p.m.
4	Village's Answers to Questions by Respondents	4-16-2025	3:30 p.m.
5	Proposals Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access)	4-23-2025	3:30 p.m.
6	Village Staff Member's Review of Proposals for Responsiveness	4-28-2025	1:00 p.m.
7-A	Auditor Selection Committee Meeting & Opening of Proposals	5-2-2025	2:30 p.m.
7-B	Presentations by Top 3 Ranked Respondents (if requested by Auditor Selection Committee)	5-9-2025	3:30 p.m.
8	Village Manager Issues Recommendation to Commission	5-13-2025	n/a
9	Commission Meeting to Select Consultant(s) and Approve Agreement(s)	5-20-2025	6:00 p.m.
10	Negotiations (if needed)	As-needed	As-needed

1.3 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

Proposals must be received by the date and time specified in the Schedule of Events set forth in Section 1.2, above via Demandstar e-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

1.4 PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Respondents shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Proposal"). Failure to do so may render a Proposal as non-responsive.

Tab A. **Cover Page:** A cover page with Consultant's business name, address, and telephone number; name and all contact information for individual that will serve as "Principal In Charge," a primary liaison between the Consultant and the Village; date; and subject "Proposal for RFP No. 2025-003 for Financial Auditing Services.

Tab B. **Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. **Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Consultant, the Consultant's commitment to the Village, an understanding of the work to be performed and the aspects of the proposal.

Tab D. **Strategy:** Describe the Respondent's strategy for implementing the Services.

Tab E. **Fee Proposal:** Submit Form 12 to provide the signed, firm, fixed fee for providing the Services per year for the term of the contract.

Tab F. **Firm's Qualifications:** Consultants interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Consultant must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. Consultant must be a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
2. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.
3. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
4. Consultant must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
5. Consultant shall provide a list of current and past clients, with emphasis on Florida municipalities.
6. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
7. Consultant shall identify the Principal in Charge's Experience**.** This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Consultant. Include a one-

page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge.

Tab G. **Project Team/Personnel Qualifications:** The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. The Key Staff, including any key subcontractors, (the "Project Team") working on the Project and/or providing the Services must have prior experience within the past five (5) years of providing similar services.
3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Consultant and each key subconsultant on the project in total.

Tab H. **Special Consideration:** Describe any special resources that Respondent or Respondent's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Auditor Selection Committee.

Tab I. **Insurance**: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this RFP or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Village. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the insurance coverage requirements set forth in this RFP, which are also set forth in the form of Professional Services Agreement attached to this RFP.

The Village may require higher limits of insurance or additional coverage if deemed necessary.

Tab J. **Bid Bond/Bid Security.** Each Proposal must be accompanied by a bid bond or bid security in the form of a certified or cashier's check, in an amount of [SELECT: $1,000 OR no less than five percent (5%) of the proposed annual base bid amount], in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Village and provided by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 90 days from the proposal submission date. The bid bonds/bid securities for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond/bid security is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal opening. The bid bond/bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other

documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Village may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Village. If the Village Manager has waived the requirement for bid bond/bid security, the Village shall select this box: ☒.

Tab K. **Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab L. **References:** Three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

1.5 EVALUATION CRITERIA

Award shall be made to the responsible and responsive Consultant whose Proposal is determined to be the most qualified and advantageous to the Village. Proposals will be evaluated by the Village's Auditor Selection Committee (the "Committee")[1] according to the following criteria and their respective weight, which evaluation criteria were established by the Village's Committee in accordance with Section 218.391(3), Florida Statutes:

Category	Criteria	Maximum Points
1	**Qualifications/Experience of the Firm/Respondent** Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points
2	**Qualifications/Experience of the Project Team** Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the Services	25 Points
3	**Previous Projects & Client References** To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points
4	**Price Proposal (Form 12)** The scoring of the Price Proposal will be based on the total annual cost of the annual audit plus one single audit plus the Florida State Loan Audit per year. The Proposal with the lowest total Price Proposal will be awarded all 25 points. All other Proposals will be given points proportionally in relation to the lowest total Price Proposal.	25 Points
	Total:	**100 Points**

1.6 SELECTION PROCESS

[1] Committee members were appointed by the Village Commission Council in accordance with Section 218.391, Florida Statutes. The Village's Finance Director shall serve in an advisory capacity to the Committee.

1.6.1 Staff Level Review for Compliance with Minimum Requirements. A member of Village Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Village Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

1.6.2 Auditor Selection Committee. The Auditor Selection Committee shall review and evaluate the responsive Proposals during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents. The Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required Services after considering the evaluation criteria set forth above. If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

1.6.3 Oral Presentations (if requested by Auditor Selection Committee). The Auditor Selection Committee may call the short-listed Respondents for oral presentations before the Auditor Selection Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the Principal In Charge and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Consultants. If oral presentations are requested by the Auditor Selection Committee, the oral presentation will be worth 25% in the final scoring and the original Proposal will be worth 75%. The Village will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Auditor Selection Committee shall rank the Respondents and provide its written recommendations to the Village Manager.

1.6.4 Recommendation to Village Commission. After short-listing of the top three Respondents deemed to be responsible by the Auditor Selection Committee, the Village Manager will present a recommendation to the Village Commission with the Auditor Selection Committee's rankings and recommendations for consideration by the Village Commission and the Village Manager's recommendation for award or rejection of all proposals for approval at a Commission meeting.

1.6.5 Village Commission Meeting to Select Consultant and Award Contract. The Village Commission will select the Respondent that is the highest-ranked qualified firm and authorize the Village Manager to negotiate and execute a professional services agreement in substantially the form attached hereto as Exhibit "A" with the selected Consultant. The Village Commission shall have the final authority to select the Consultant and award any Professional Services Agreement. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency.

1.6.6 Negotiations and Execution of Agreement. After selection of the Consultant by the Village Commission, the Village Manager or designee(s) shall execute a Professional Services Agreement in substantially the form attached hereto as Exhibit "A" with the selected Consultant at compensation that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to

negotiate a satisfactory contract with the selected Consultant at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

1.6.7 The Village reserves the right to reject any or all proposals which are in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Consultant.

END OF SECTION 1

SECTION 2.
SERVICES NEEDED BY THE VILLAGE

2.1. OBJECTIVE

North Bay Village is requesting proposals from experienced and qualified auditing firms (Auditors) to establish a multi-year contract for providing auditing services. The successful Consultant shall be responsible for providing auditing services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

2.2. BACKGROUND INFORMATION

North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Miami-Dade County, between the cities of Miami and Miami Beach. It is comprised of an area of approximately 1.5 square miles and the Village's estimated population is around 7,930.

The Village's fiscal year begins October 1 and ends September 30th.

The Village operates under a Manager-Commission form of municipal government.

The Village provides the following services: public safety (police), public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, public improvements, general administrative services.

North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted United States Post Office facilities
- Tot Lot Playgrounds
- Community Parks
- Water, Sewer, and Sanitation service
- Transportation Fund-CITT funds

The Village employs approximately 82 full time employees and administers a combined operating budget of $11,037,714 for FY 2023-2024.

The Village accounting system is partially automated.

The Village's integrated financial system is ERP 10 from TYLER TECH. Accounting, Utility Billing, Accounts Receivable and Cash Receipts.

Payroll processing is provided by UKG Inc., a payroll service company.

In fiscal year 2022-2023, the audit services were provided at a fee of $65,300 for the financial audit and $10,500 each for the Federal Single Audit and Florida Single Audit as required for fiscal year 2022-2023.

A copy of the Village's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2023, is available on-line at https://northbayvillage-fl.gov/finance-department/#CAFR.

2.3. SCOPE OF SERVICES

Section 11.45, Florida Statutes, requires each local government entity to have completed, within not more than 9 months following the end of each audited fiscal year, an annual financial audit of its accounts and records.

The entity to be audited is North Bay Village, Florida. The funds to be audited are those included or includable in the Village's Annual Comprehensive Financial Report (ACFR).

The Village is soliciting proposals from qualified certified public accounting firms to audit its financial statements for the fiscal years ending September 30, 2024, 2025, and 2026, with the Village's right to renew for two (2) additional years, for the fiscal years ending September 30, 2027 and 2028.

The Village's accounting personnel will prepare and provide copies of working trial balances used to prepare the financial statements. The footnotes are prepared by the Village's Finance Department. The audit firm will prepare the basic financial statement from their work papers. The Village's accounting personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.

Office space up to 350 sf will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copier, and internet access during the engagement. The Auditor will be required to provide their own equipment and other office materials.

2.4. AUDITOR'S RESPONSIBILITIES AND SERVICES

The selected auditing firm's responsibilities and services will include, but not be limited to, the following:

1. The Village desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States of America. The financial audit shall meet the requirements of the State of Florida State Statutes and the Village's Municipal Charter.
2. The auditor shall also prepare required management reports and any other reports as may be required. The auditor shall also perform certain limited procedures involving required supplementary information as may be required by the State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), as mandated by generally accepted auditing standards.
3. The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and generally accepted government auditing standards as promulgated by the General Accounting Office (GAO) and the Rules of the Auditor General of the State of Florida, the standards of financial audits.
4. The Village will require one (1) electronic copy of the financial statements provided by the audit firm. The auditor will assist in the preparation of the financial statements and footnotes.
5. The auditor shall be required to make an immediate written report of all fraud and illegal acts of which they become aware to the Finance Director and the Village Manager.
6. All working papers and reports must be retained at the auditor's office and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Village of the

need to extend the retention period. The auditor will be required to make working papers available upon request to the Village.

7. When requested, participate in person at Village Commission meetings.
8. Throughout the year, additional work may be requested from the auditing firm such as verification of data used in official statements, assistance with special financial projects, tax services, pension assistance, and management advisory services. A schedule of compensation rates for these various types of additional work shall be included reflecting hourly rates applicable to projects which may be requested and negotiated with the Village.
9. Serve as a general resource to the Village staff.
10. The auditor is required to audit Federal and State Awards in accordance with the Federal and Florida Single Audit Acts respectively.

2.5. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants;
2. Audit and Accounting Guide – Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants
3. The standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards;
4. Government Auditing Standards published by the Comptroller General of the United States.
5. Uniform Guidance for Federal Awards – 2 CFR Part 200;
6. The Florida Single Audit Act;
7. State and Local Governments, Audit and Accounting Guide – AICPA;
8. Section 11.45, Florida Statutes;
9. State of Florida Department of Financial Services standards, rules, and regulations;
10. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits (Chapter 10.550 and 10.600, Rules of the Auditor General);
11. Statements and interpretations issued by the Financial Accounting Standards Board, if applicable;
12. United States Office of Management and Budget (OMB), Circular No. A133, and any other applicable circular issued by OMB;
13. Single Audit Act of 1984, Public Law 98-502 and amendments of 1996, Public Law 104-15;
14. Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
15. Statements issued and adopted by the Governmental Accounting Standards board;
16. ;Any other applicable Federal, State and Local laws, rules, or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the Village in future fiscal years.

The Village expects the auditor to express an opinion on the presentation of its financial statements and the aggregate remaining fund information in conformity with applicable accounting principles generally accepted in the United States of America.

The audit shall be an annual audit as defined in section 11.45(1)(b), Florida Statutes, and shall be conducted in accordance with auditing standards generally accepted in the United States of America as well as the standards listed above.

A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the Village with any required letters and schedules related to this audit.

The audit shall also include a review of the financial report provided to the Florida Department of Financial Services (FLDFS) to ensure consistency with the ACFR.

An opinion letter on the financial statements taken as a whole as well as any additional reports required by the Uniform Guidance, Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General shall be delivered to the Village no later than February 15th following the end of the fiscal year under audit. These reports shall be included in the Annual Comprehensive Financial Report by the Village.

The auditor shall submit, not later than February 15th following the end of the fiscal year under audit, any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the Village's intent that all fieldwork related to the audit shall be completed by January 31st following the end of the fiscal year under audit.

The auditor shall provide the Village with all required reports for the Annual Comprehensive Financial Report in a PDF format so that the Village can reproduce as many originals as necessary.

The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with the Village Manager or designee, or the Village Commission, as deemed necessary.

Report preparation, editing, printing and distribution of twenty (15) copies of the Annual Comprehensive Financial Report (ACFR) to the Village shall be the responsibility of the auditor.

The auditor shall assist the Village in the physical compilation of the Annual Comprehensive Financial Report. The Village shall retain ultimate responsibility for preparation of this document, however, the auditor shall provide the following assistance:

1. Proof reading of entire document
2. Verification of implementation of recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
3. Review application for the annual Certificate of Achievement for Excellence in Financial Reporting.
4. Overall review including layout, design, and suggested improvements.

Timeliness is critical in the performance of the audit. The auditor will coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the auditor throughout the year to assist in this regard. In addition, the Village will make end-of-year records available to the auditor on or before December 15th after the end of the fiscal year under audit.

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The auditor shall report to the Village, at least weekly, the status of any potential audit adjustments so that the Village may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Village no later than February 1st following the end of the fiscal year under audit. The auditor shall also be responsible for performing procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by auditing standards generally accepted in the United States of America.

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate Village officials.

The Village may issue one or more official statements for the sale of bonds during the term of the engagement for the Services. The official statement will contain the financial statements or an extraction from the ACFR. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by Proposer for the annual financial audit.

The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the Village as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The auditors agree to notify the Village immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Village or any other government client audited by the audit firm.

The auditor agrees to notify the Village immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.

The auditor must designate one (1) "key" member of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as "key".

Auditor shall provide the Village with a copy of each external quality control review (peer review) conducted during the time period engaged by the Village. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Proposer should state so in the response to the RFP. If available, the Proposer may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.

The auditor shall provide the Village with a list of all schedules to be prepared by the Village. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.

The auditor shall present the completed ACFR to the Village Commission during the month of February following the September 30th year end.

The successful "Proposer" shall be required to provide additional services, not specifically addressed above, to other Village departments, agencies, boards, trusts, etc. who may, from time to time, require auditing services. Services may be contracted with those entities at time of need and a separate contract executed for provision of said services.

2.6. REPORTS TO BE ISSUED

Following the completion of the audit of the Village's financial statements for the fiscal year ending September 30th, the auditor shall issue:

1. An Independent Auditors' Report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. Pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. An 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.
3. An Independent Auditors' Report on Compliance for the Major Federal Programs and Major State Projects and on Internal Control over Compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.
4. Management letter in accordance with the Rules of the Auditor General of the State of Florida, Chapter 10.550.
5. An Independent Auditors' Report on Compliance with the Requirements of Section 218.415 Florida Statutes.
6. A schedule of findings and questioned costs.
7. Any other required reports and schedules required by Federal and State Single Audit Acts or other audit requirements.
8. If required by the Single Audit Act, the schedule of federal financial assistance and related Auditor's report, as well as the reports on internal and state controls and compliance.

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

Irregularities and illegal acts. The auditors shall be required to make an immediate, written report to the Finance Director and Village Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

2.7. REPORTING TO THE FINANCE DIRECTOR AND THE VILLAGE MANAGER

Auditors shall also disclose the following to the Village Manager and Finance Director:

1. The auditor's responsibility under auditing standards generally accepted in the United States of America, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Government Auditing Standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

2.8. SPECIAL CONSIDERATIONS

The Village will submit its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide any special assistance deemed necessary to the Village in order to meet the requirements of that program.

The Village currently anticipates that it will not issue any official statements in connection with the sale of debt securities. However, if the Village determines it to be in their best interest to issue new debt or refinance existing debt the official statements may be required which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any other "comfort letters".

The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's reports, as well as the reports on compliance and internal controls are to be issued as part of the ACFR.

END OF SECTION 2

SECTION 3
GENERAL INFORMATION

3.1 GENERAL INFORMATION.

The provisions provided in this Section 3 shall govern this RFP and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFP.

3.2 CONE OF SILENCE

Pursuant to Section 38.18 of the Village Code of Ordinances, a Cone of Silence is hereby imposed, prohibiting any communications between potential vendor, service providers, bidders, lobbyists, consultants, and Village staff and elected officials regarding this RFP. A Cone of Silence is established for all competitive selection processes for goods and services, protecting the procurement process from undue influences until a contract award recommendation is made.

This Cone of Silence is effective after the advertisement of competitive procurements is published on the Village's website or in a general circulation newspaper. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation

Specifically, the Cone of Silence prohibits:

A. Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
B. Any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
C. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
D. Any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
E. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
F. Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

A. Communications with the Village Attorney and his or her staff;

B. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
C. Any emergency procurement of goods or services;
D. Communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Furthermore, the provisions of the Cone of Silence do not apply to: oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications communication with the Village Clerk.

Written communications or inquiries for clarification of process or procedure are allowed if directed to the procurement@nbvillage.com. These must include the requester's contact information. Communications to other Village officials or employees are prohibited until the Cone of Silence is lifted.

Violations of the Cone of Silence are subject to the penalties provided under Section 38.18 of the Village Code and Section 2.11.1(t)(3) of the Miami-Dade County Code of Ordinances. Furthermore, violations of the Cone of Silence by Village employees may result in disciplinary actions, including dismissal. Those knowingly violating the policy are prohibited from serving on Village selection committees. Violations of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to the bidder or proposer voidable.

3.3 **REQUESTS FOR INFORMATION/CLARIFICATION.** The Village, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The Village has made efforts to provide accurate and complete information in this RFP. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to procurement@nbvillage.com.

3.4 **ADDENDA.** If the Village finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.

3.5 **CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Consultant shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3.6 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Respondent's ability to fulfill the requirements of the RFP.

3.7 **INTERVIEWS.** The Village reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.8 **PROPOSALS AND PRICES BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.**

3.8.1 **Proposals Binding.** All Proposals submitted shall be binding upon the Respondent for 180 calendar days following opening.

3.8.2 **Firm Pricing.** If the Respondent is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the term of the Agreement.

3.8.3 **Proposal Withdrawal.** Respondents may withdraw their proposals from consideration by the Village pursuant to this RFP by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity prior to withdrawing their proposals from consideration by the Village pursuant to this RFP.

3.8.4 **Retention of Proposals.** Proposals, once opened, become the property of the Village. The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Consultant is selected.

3.9 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with proposals shall become property of the Village and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed proposals received by the Village pursuant to this RFP are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of proposals, whichever is earlier. Furthermore, if the Village rejects all proposals submitted in response to this RFP, such proposals shall remain exempt if the Village provides notice of its intent to reissue this RFP, provided that such proposals shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all proposals and reissue the RFP.

Furthermore, Respondents are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

3.10 **IRREGULARITIES; RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.

3.11 **LOBBYIST REGISTRATION.** Respondent must comply with the Village's lobbyist regulations, including, but not limited to, Section 38.17 of the Village Code of Ordinances. Please contact the Village Clerk at 305-756-7171 or villageclerk@nbvillage.com for additional information.

3.12 **PROPOSAL/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

3.13 **LATE SUBMISSIONS.** Proposals received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the Village. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The Village shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.

3.14 **COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.

3.15 **PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.16 **LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

3.17 **TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFP. The terms of the agreement may be negotiated upon selection of Consultant.

3.18 **COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Respondent will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Consultant(s) at no cost for the Consultant's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.

3.19 **INSURANCE.** Consultant shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Consultant's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be

primary and non-contributory and the Respondent shall provide a waiver of subrogation for the benefit of the Village. The Consultant shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than $1,000,000.00 per occurrence, single limit.

3.20 Bonds. [**INTENTIONALLY OMITTED].**

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived by the Village)[WAIVED]

EXHIBITS

Exhibit A: Form of Professional Services Agreement

FORM 1

PROPOSAL CHECKLIST

_____ **Form 1:** **Proposal Checklist**

_____ **Form 2:** **Company Qualifications Questionnaire**

_____ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

_____ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

_____ **Form 3B:** **Certificate of Authority (for Individuals)**

_____ **Form 4:** **Acknowledgment of Addenda**

_____**Form 5:** **Single Execution Affidavit**

_____**Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**

(Compliance with 49 CFR, §20.100(b))

_____**Form 7:** **Dispute Disclosure**

_____**Form 8:** **Key Staff and Proposed Subcontractors**

_____**Form 9:** **Reference Letters**

_____**Form 10:** **E-Verify Affidavit**

_____**Form 11:** **IRS Form W-9**

_____**Form 12:** **Price Proposal**

N/A____**Form 13:** **Bid Security/Bid Bond (unless waived)**

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____

Firm Name

_____

Principal Business Address

_____

Telephone Number Facsimile Number

_____

Email Address

_____

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person

Insurance Carrier Address _____ Telephone No. _____ Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A

CERTIFICATE OF AUTHORITY

(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ____ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20____, on behalf of the Entity and submit this Proposal to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY

(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____ doing

   business as _____, the

   Respondent that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated _____, and submit this Proposal to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

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

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Respondent has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Respondent, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Respondent, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Respondent, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel as defined in Section 215.4725, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or engage in a boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for one million dollars or more, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and are not engaged in business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engage in business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.

2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

_____

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent Initials

Prohibition Against Consideration of Social, Political, or Ideological Interests

Pursuant to Section 287.05701(2), Florida Statutes, the Consultant acknowledges that the Village has not requested documentation of or considered the Consultant's social, political, or ideological interests to determine if the Consultant is a responsible proposer. In addition, the Consultant acknowledges that the Village has not and will not given preference to any proposer based on their social, political, or ideological interests.

_____
Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Consultant warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term "coercion" means:

5. Using or threating to use physical force against any person;
6. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
7. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

8. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
9. Causing or threating to cause financial harm to any person;
10. Enticing or luring any person by fraud or deceit; or
11. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Consultant is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Signed, sealed and delivered by:

_____ _____

Witness #1 Print Name: _____ **Print Name:** _____

_____ **Title:** _____

Witness #2 Print Name: _____ **Firm:** _____

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

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Consultant described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Respondent is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Respondent's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ No _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ No _____

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay 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 Respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFP and signing below, the Respondent Firm 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 submitted as part of the response.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 12

PRICE PROPOSAL

Fiscal Year ended Sept. 30	Financial Statement Audit and CFAR Issuance	Single Audit Services (if applicable)	Florida State Loan Audit (if applicable)	The Children's Trust Program Audit (if applicable)
2024	$	$	$	$
2025	$	$	$	$
2026	$	$	$	$
2027 (Option Year 1)	$	$	$	$
2028 (Option Year 2)	$	$	$	$

Please provide hourly fees for additional services on a separate sheet.

The undersigned hereby agrees to furnish the above services at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the Respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____ **Title:** _____

Print or Type Name: _____ **Date:** _____

FORM 13

BID SECURITY/BID BOND

INTENTIONALLY OMITTED

EXHIBIT A

FORM OF PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
[INSERT NAME]

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and [INSERT NAME] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, the Village desires certain to improve its operational efficiencies; and

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

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

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

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

1. Scope of Services.

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

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

2. Term/Commencement Date.

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

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

3. Compensation and Payment.

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

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and

any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

page of this Agreement or such other address as the party may have designated by proper notice.

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant

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

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

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

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

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

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

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

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

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

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

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

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. 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.

    24.2. 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.

    24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the 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.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the 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.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the 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.

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

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

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

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

29. Background Checks. Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this

Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

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

30.1. First Priority: Base Agreement;

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

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

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

NORTH BAY VILLAGE

By: _____
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
305-756-7171 ext. 224 (telephone)
villagemanager@nbvillage.com (email)

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

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

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

Addresses for Notice:

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

With a copy to:

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

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 ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
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

APRIL 23, 2025

Proposal for RFP 2025-003 for Financial Auditing Services Prepared for *North Bay Village*

Branden Lopez, CPA
Shareholder, CBIZ CPAs P.C.
Managing Director, CBIZ, Inc.
One SE 3rd Avenue, Suite 1100, Miami FL 33131
Phone: 305.995.9601 | branden.lopez@cbiz.com

MARCUM ACCOUNTANTS ▲ ADVISORS + CBIZ
Marcum is now a part of CBIZ

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Tab C: Letter of Intent

North Bay Village
Procurement Office
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Dear Village Commission,

CBIZ ("CBIZ" or "the Firm") is pleased to respond to the RFP to provide financial auditing services for North Bay Village (referred to as the "Village"). As outlined in our proposal, we will provide an audit of the Village's financial statements for the fiscal years ending September 30, 2024, through 2026, with the Village's right to renew for two (2) additional years, for the fiscal years ending September 30, 2027, and 2028. We commit to perform the work within the period defined in the request for proposal. CBIZ is independent of the Village as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the Village to develop a strong partnership. We affirm this letter was made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. Some of our key qualities that differentiate us are:

Small-Firm Care and Attention With Large-Firm Resources: Our local firm approach provides hands-on service and timely communication, resulting in the Village receiving the best of both worlds. Our Florida offices are located in Miami, Fort Lauderdale, West Palm Beach, Boca Raton, and Tampa. We currently have approximately 350 employees in our Florida offices; however, the resources of all of our offices are available to us.

The audit will be performed and staffed from our Miami office: One SE Third Avenue, Suite 1100, Miami, Florida 33131.

Spectrum Of Services: We provide a range of assurance, advisory, and technology services and an extensive portfolio of specialty and niche practices. We leverage our access to CBIZ's wealth of expertise and experience to provide further valuable guidance and support to our clients.

Significant Experience in the Public Sector: On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ('Marcum"). In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities. We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance. We understand that the Village is a complex, local government. The Village is not a single "entity" or operation; it is made up of many different entities, departments, and operations. Each of these areas has their own form of audit risk. Our experienced team has the capability to assess these risks and design and perform audit procedures that will bring real value to your audit. Make no mistake about it, our combined experience with auditing local governments across the United States is second to none and includes a vast number of entities similar to yours.

Transition Experience: Our team offers a great deal of experience with transitioning to new clients and our process streamlines the transition, while minimizing the disruption to you during the auditor change. As a result of having a new team with a new approach and significant local government experience, we offer you a different look at your systems with no pre-disposition to those systems.

Experienced Team: For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the Village. The proposed client service and audit engagement managing director, Branden Lopez, CPA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Moises D. Ariza, CPA, CGMA; IT risk audit managing director, Joe Layne, CISA; audit senior manager, Nicholas Martin, CPA; audit supervisor, Elda Santoro, CPA, and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Branden Lopez.

Audit Quality: The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Managing Director and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process. Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. This assistance will be provided at no additional cost to the Village.

Complementary Resources That Add Value Beyond the Audit: We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar (CBIZ's Government Symposium) featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues at no cost to the Village.

Proactive Communication & Partnership: Perhaps the quality that best describes CBIZ is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients. The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets CBIZ apart from other firms.

Understanding your needs and unique circumstances is paramount in driving the ideas and solutions we bring. In addition to exceeding industry expectations for service, our sincere goal is to earn your respect and trust through our commitment to your success. We believe this proposal formalizes our dialogue to date and look forward to learning more about the Village so our team can continuously add value through conscientious engagement.

Thank you again for the opportunity to serve as your service provider. As you evaluate this proposal, please contact us to discuss any questions you may have.

Sincerely,



Branden Lopez
CPA
SHAREHOLDER, CBIZ CPAS P.C.
MANAGING DIRECTOR, CBIZ, Inc.
PHONE: 305.995.9687

AUTHORIZED TO REPRESENT AND CONTRACTUALLY BIND THE FIRM

BRANDEN.LOPEZ@CBIZ.COM

Legal Disclaimer: "CBIZ" is the brand name under which CBIZ CPAs P.C. and CBIZ, Inc. and its subsidiaries, including CBIZ Advisors, LLC, provide professional services. CBIZ CPAs P.C. and CBIZ, Inc, (and its subsidiaries) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards, CBIZ CPAs P.C. is a licensed independent CPA firm that provides attest services to its clients. In certain states, CBIZ CPAs P.C. may still operate under the name Mayer Hoffman McCann P.C. CBIZ, Inc. and its subsidiary entities provide tax, advisory, and consulting services to their clients. CBIZ, Inc. and its subsidiary entities are not licensed CPA firms and, therefore cannot provide attest services.

Tab D: Strategy

Audit Approach & Methodology

Project Approach & Philosophy

Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance.

We Aim for a **Partnership** that Exceeds the Audit				
Enhanced Internal Controls & Efficiencies	Stronger Financial Operations	Valuable Operating Solutions & Ideas	Best Practice Benchmarks	A Resource that is Always Available to You

Our professionals will complement the Village's team with the right blend of technical, practical, and personal insight to help you successfully deliver on all your initiatives.

Audit Methodology

The audit will be conducted in four phases, as shown below. These phases are discussed in more detail on the following pages.

Phase 1: Strategic Planning	Obtain an Understanding of the Village 's Operations	Evaluate Internal Controls	Information Technology Review	Develop Audit Plan and Strategies; Risk Assessment	Prepare Audit Programs
Phase 2: Execution of Audit Plan	Perform Test of Internal Controls (as applicable)	Perform Tests of Account Balances	Test Compliance with Laws, Rules, Regulators, and Contracts		
Phase 3: Evaluation of Audit Results	Documentation Reviewed by Managing Director and Quality Control Department	Auditor's Conclusions Documented	Preliminary Discussion with Management of Audit Findings (as applicable)		
Phase 4: Reporting	Prepare Auditor's Reports	Review the Draft Financial Statements	Discuss Final Results with Management in Exit Conference	Presentation to the Village Commission	

Phase I: Strategic Planning

Procedures for Internal Control

A thorough understanding of the Village, its agencies, and your operating environment is essential for developing an efficient, cost-effective audit plan. During this phase, the lead engagement managing director and key supervisory personnel will meet with the appropriate personnel to ensure we have an understanding of your operations. You will also have the opportunity to express your expectations regarding the services that we will provide. This effort will be coordinated so that there will be minimal disruption to your staff. During this phase, we will perform the following activities:

- Review the current regulatory and statutory compliance requirements within which the Village operates. This will include a review of applicable state regulations; ordinances, contracts, and other agreements; meeting minutes of the Village Commission as applicable;
- Review major sources of information such as budgets, organization charts, procedures manuals, financial systems and management information systems;
- Determine the most practical and effective way to apply computer-aided audit tools to convert and analyze data and generate reports;
- Performance of fraud inquiries and retrospective review;
- Determination of materiality levels;
- Regarding controls that are relevant to the audit, CBIZ will evaluate the design of the controls and determine whether they have been properly designed and implemented;
- Re-evaluation of Village provided major fund determination worksheet;
- Documentation of current year activity expectations and performance of preliminary analytical procedures;
- Review internal control systems, including determining an audit risk assessment;
- Consider the methods used to process accounting information that influence the design of the internal control system. This includes understanding the design of relevant policies, procedures, and records and whether they have been placed in operation;
- Design audit programs to ensure that they incorporate financial statement assertions, specific audit objectives and appropriate audit procedures to achieve the specified objectives;
- Identify and resolve accounting, auditing and reporting matters; and
- Prepare detailed audit plans, including a list of schedules to be prepared by the Village personnel.

Risk-Based Audit Technologies

CBIZ employs a risk-based approach early in the audit process. This approach considers how the overall risk identified in the general risk analysis affects specific account balances. We consider, in part:

- Relative significance of the account to the financial statements as a whole;
- Volume of transactions;
- Susceptibility of the account to fraud;
- Accounts that have traditionally required significant adjustments; and
- Account with complex calculations, judgement, and accounting issues that have a high assessed level of inherent risk.

Based on these considerations, we assess the inherent risk and control risk to determine the overall audit risk. Once this assessment is completed, the audit procedures to be used are determined. By redirecting our efforts through a risk-based approach, audits are significantly enhanced, which provide greater value to our clients.

We will use several approaches to conduct the audit engagement. These approaches include traditional audit techniques and strategies, and an evaluation of the systems utilized by the Village.

Time Spent By Phase of Audit		
25%	40%	35%
Substantiation of Account Balances	Risk Assessment & Understanding Controls	Financial Statement & Analytical Reviews

Specific Fraud Investigative Techniques

Professional Auditing Standards imposes on auditors the additional responsibility to "plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements due to fraud." By redirecting our efforts through a risk-based approach and additional fraud inquiry techniques, audits are significantly enhanced.

Enterprise Funds Including Utilities

CBIZ has a specialization in auditing business-type activities including:

- Water
- Sewer
- Stormwater
- Solid Waste
- Toll Bridges
- Electric
- Parking
- Gas
- Golf Courses
- Marinas

Suggested basic procedures for enterprise funds, subject to change based on the auditor's risk assessment:

- Compare the balance in receivables with the balance for prior years or other expectations.
- Compute the ratio of the receivables balance to related revenue for the current period and compare with the ratios for prior years or other expectations.
- Compute the number of days revenue in accounts receivable (net accounts receivable divided by average net revenue per day) and compare to the ratio for prior years or other expectations.
- Select a sample of customer billing statements and perform the following procedures:
    - Compare rates used to the authorized rate schedule and consider the reasonableness of usage.
    - For usage that appears unreasonable or unusual (significantly higher or lower than expected) compare usage to usage records (for example, the meter book).
    - Recompute the billing.
- Compare the balance in receivables with the balance for prior years or other expectations.

- Select a sample of customers from usage records (for example, meter books) and trace to billing statements.
- Trace selected months' cash collections to deposit slips and bank statements.
- Obtain and review an analysis of the allowance account.
- Consider the reasonableness of write-offs and recoveries.

Single Audits

We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work in the past three years and, in fact, have had many positive comments about the excellent quality of our audit files.

With this experience, we are able to provide a robust amount of knowledge as it relates to the Village and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

- Identify the Village's major programs to be tested and reported on for compliance.
- Identify the compliance requirements applicable to each major program.
- Determine which of the compliance requirements identified could have a direct and material effect on each major program.
- Consider relevant portions of the Village's internal control over compliance for each direct and material compliance requirement for each major program.
- Obtain sufficient appropriate audit evidence, which involves testing internal control over compliance and compliance with direct and material compliance requirements for each major program.
- Consider indications of fraud.
- Consider indications of abuse.
- Consider subsequent events.
- Form an opinion about whether the Village complied with the direct and material compliance requirements.
- Perform follow-up procedures on previously identified findings.

Phase II: Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matters that may impact the completion of our audit work or require the attention of management. Tasks to be performed in Phase II include but are not limited to.

- Apply analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.
- Perform substantive account balance and transaction tests. Samples will be drawn from major transaction systems, including cash disbursements, cash receipts, accounts payable, and payroll. The size of the samples will be determined after the review of the internal control system.

Proposed Segmentation & Level of Staff

Segment	Managing Directors, & Quality Control Directors	Senior Managers & Managers	Supervisors	Senior & Staff	Total
Phase 1: Strategic Planning	10	20	35	40	**105**
Phase 2: Execution of Audit Plan	10	20	35	50	**115**
Phase 3: Evaluation of Audit Results	10	20	35	30	**95**
Phase 4: Reporting	10	20	5	-	**35**
Total Hours	**40**	**80**	**110**	**120**	350

Note: The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the Village, is the basis of the auditor's identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. As such, related Single Audit hours will vary on an annual basis.

Sample Size & Extent of Statistical Sampling

There are three types of tests that involve audit sampling (statistical and non-statistical sampling) which CBIZ will use:

- Account Balance Tests. Substantive tests of account balances are performed on year-end balances. Certain accounts justify a 100 percent examination, such as confirming an investment and bank balance, which does not involve sampling at all.
- Transaction and Control Tests. Substantive transaction and control tests are often combined to use one sample to achieve more than one audit objective. We often test the controls to verify that the transactions were properly authorized in accordance with the Village's procedures.
- Compliance Tests. Compliance tests with laws and regulations are included with the tests of transactions and controls.

Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement.

The audit team will report on a weekly basis to management the status of any potential adjustments so that management may have adequate time to investigate, gather information and respond, if necessary.

We use a risk-based assessment of the opportunities for a material financial statement error or irregularity to occur and remain undetected.

Information Technology Audit Techniques

In accordance with Professional Auditing Standards, we are required to gain an understanding of the procedures, both automated and manual, by which transactions are initiated, recorded, processed and reported, from their occurrence to their inclusion in the financial statements. During the planning stage of our audit, we evaluate the effect information technology (IT) will have in performing our audit procedures. This evaluation includes obtaining an understanding (generally through observations and inquiries of IT personnel) of internal controls and identifying those controls that are automated.

Our approach includes review of IT general controls as follows:

- Security—Physical and Access Controls
- Change Management for Systems and Configurations
- Application/System Development and Customization
- IT Risk Management
- Data Backup and Recovery/Business Continuity Plans
- Electronic Banking Wire and ACH Security
- Segregation of Duties within Systems and IT function

When key internal controls are automated, we use our IT specialist to perform a detailed review of those automated controls. The assigned IT Risk Audit Managing Director, Joe Layne, will then communicate to the audit engagement team as to whether such controls are working as prescribed by management. With this information, the audit engagement team determines the extent of their audit procedures.

In certain situations where there is significant accounting data processed electronically, we use several state-of-the-art software programs (IDEA and Teammate Analysis) to extract and summarize computerized financial data files. These programs provides an efficient way for us to extract and test computerized accounting information, enabling us to audit through the computer, rather than around the computer. Some of the uses of this program are:

- Retrieving aged receivables information
- Extracting credit balances in accounts receivable reports
- Extracting pre-determined sample items from reports for testing
- Merging files for the purposes of extracting information that meets predetermined criteria
- Sorting information and footing report
- Searching for anomalies
- Searching for related party transactions
- Searching disbursements for selected vendors
- Journal Entries Testing

Secure Data Request & Collection Procedure (Use of EDP Software)

An “Auditor Request List” will be prepared and delivered to you prior to, or shortly after, the close of the Planning meeting. The requested schedules, report, agreements, etc. requested in the “Auditor Request List” are collected by CBIZ via a secure workflow tool. Our information technology department has established a secure workflow data management tool (“INFLO”) on our network for each of our clients.

We use the INFLO site as a virtual common workspace that is keyed to our data request lists and electronic audit system. We have been using the software for the past five years with much success. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our client service team directly into our electronic work programs. This web-based tool minimizes the use of e-mails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients both time and money.

In addition, INFLO provides real-time audit update information which is available at any time to the Village, such as the current progress of the audit and the status of the audit requests specifically tailored to the engagement. All this information is available through the INFLO dashboard.

Analytical Procedures

Tasks to be performed in Phase II of CBIZ's Audit Process include applying analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

Analytical procedures will be performed at both the government-wide and fund level financial statement and will include the following, where applicable:

- Comparison of original budget (revenue sources and appropriations) to actual amounts.
- Comparison of major revenue, expenses, and expenditure amounts to:
    - Preliminary expectations based on budgets and forecasts.
    - Prior year's amounts
- Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.
- Analytical procedures will be used in substantive testing for certain revenue and expenditure activities, when deemed efficient.

Laws, Regulations, & Compliance Tests

Compliance tests with laws and regulations are included with the tests of transactions and controls. Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. Testing will be generated to ensure compliance with rules, laws, and regulations; not limited to Rules of the Auditor General, Florida Statutes, Federal OMB Uniform Guidance Guidelines and the Florida Single Audit Act.

Communication & Planning



Our firm believes that open and honest communication is a hallmark of strong client service, and without open and honest dialogue, the auditor/client relationship cannot properly function. During the planning phase of the audit, CBIZ will schedule a "Planning Kick-Off Meeting" with your organization's management.

This meeting allows our team to meet in person with management and revisit audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team.

Phase III: Evaluation of Audit Results

This phase includes a review of all audit documentation by the managing directors to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings.

CBIZ will accumulate misstatements identified during the audit, other than those that are clearly trivial and will determine whether the audit plan and strategy per audit area needs to be revised.

Phase IV: Reporting

In this phase of the audit, the engagement team will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in areas including compliance, balance sheet accounts, revenues and expenditures. Upon receipt of the draft Annual Comprehensive Financial Report (ACFR), we will turn around the draft with our comments within seven to ten days. Final reports will be issued by the agreed upon date. The audit managing director and/or audit director will be available to present the audit report in person.

Exit Conference

Upon completion of audit work, CBIZ will hold a closing or exit conference with senior members of the Village's finance department. The exit conference assists CBIZ in obtaining the views of responsible officials concerning the findings, conclusions, and recommendations, as well as planned corrective action, as required by *Government Auditing Standards* and OMB Uniform Guidance.

This conference also provides the Village with an advance opportunity to discuss whether planned corrective actions adequately address the auditor's recommendations and to initiate corrective action without waiting for a final audit report. CBIZ will also consider having preliminary exit meetings with directors, department heads, and other operating personnel who have direct responsibility for financial management systems and/or the administration of federal awards.

Management Letter

CBIZ will prepare a management letter for the Village to identify systemic deficiencies observed. The letter also may offer recommendations for changes in accounting and other procedures in order to improve operations of the Village. As each potential management letter point is identified in the audit process, the engagement team will document the condition, our recommendation, and the benefits of the recommended action. All potential comments will be reviewed with key staff members before issuance.

CBIZ's policy is to prepare this report as a vehicle for suggesting improvements to enhance efficiency, management effectiveness, and the degree of internal control. Findings (material weaknesses and significant deficiencies and material instances of noncompliance) are required to be reported in writing and will be included in the schedule of findings and questions costs.

Management Letter Adds Value **Beyond** the Financial Audit		
• Internal Controls Suggestions • Operational Suggestions	• Cost vs. Benefit Evaluations • Identify Areas for Efficiencies	• Workable Solutions • Collaborative Process

Our Commitment

We will act as a valued advisor to recommend meaningful operation solutions, leverage our Firm resources to your benefit, and make ourselves readily available to the Village.

What You Can Expect			
• Understanding Your Organization • Risk Assessment • Testing Internal Controls as Applicable	• Operational & Technology Efficiencies • Best Practices	• Tax Compliance • Implementation of New Accounting Standards	• Year-round Communications with Management • Communications with Your Governance

Audit Project Timeline

CBIZ is committed to completing the audit procedure within the below timeframe or within any other reasonable schedule requested by the Village. We are available to begin the audit as soon as notification of the award has been issued. We are ready and fully capable of commencing work with minimal notice, ensuring a swift and efficient start to the project. Each of the following will be completed as stipulated by the RFP:

Task	Annual Timing
Detailed Audit Plan & List of Schedules	August
Interim Work	September
Fieldwork	December – January
Draft Reports	February
Final Reports	February

Note: We are aware of the June 30, 2025, filing deadline for the fiscal year 2024 audit. CBIZ is able to commence the audit immediately upon award. CBIZ has a dedicated local audit team that is able to position the Village to best meet the State deadline.

Tab E: Fee Proposal

FORM 12

PRICE PROPOSAL

Fiscal Year ended Sept. 30	Financial Statement Audit and CFAR Issuance	Single Audit Services (if applicable)	Florida State Loan Audit (if applicable)	The Children's Trust Program Audit (if applicable)
2024	$ 61,500	$ 8,000	$ 8,000	$ 8,000
2025	$ 63,300	$ 8,000	$ 8,000	$ 8,000
2026	$ 65,200	$ 8,000	$ 8,000	$ 8,000
2027 (Option Year 1)	$ 67,200	$ 8,000	$ 8,000	$ 8,000
2028 (Option Year 2)	$ 69,200	$ 8,000	$ 8,000	$ 8,000

Please provide hourly fees for additional services on a separate sheet.

The undersigned hereby agrees to furnish the above services at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the Respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Title:** Shareholder

Print or Type Name: Branden Lopez **Date:** April 23, 2025

Tab F: Firm Qualifications

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

CBIZ CPAs P.C.
Firm Name

One SE Third Avenue, Suite 1100, Miami, FL 33131
Principal Business Address

305.995.9600 — Telephone Number
305.995.9601 — Facsimile Number

Branden.Lopez@CBIZ.com
Email Address

43-1947695 — Federal I.D. No. or Social Security Number
209312 (City of Miami) and 7687608 (Miami-Dade County — Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? Over 70 years.

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

F03000000092 — Document Number
01/08/2003 — Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

CPA Firm — Category
AD63267 — License No.
02/20/2003 — Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership ☒ Corporation □ LLC □ LLP □ Other

Please identify the Firm's primary business: Assurance Services

Please identify the number of continuous years your Firm has performed its primary business: Over 70 years

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Refer to Appendix A for all firm's and team licenses			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Branden Lopez	Shareholder	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	Please refer to Tab F: Firm Qualifications (pg 29) for a breakdown of the Florida Government team.
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

CBIZ Insurance Services, Inc. — Laura Weeks

Insurance Carrier Name — Insurance Carrier Contact Person

700 West 47th Street, Suite 1100
Kansas City, MO 64112 — 816.945.5500 — lweeks@cbiz.com

Insurance Carrier Address — Telephone No. — Email

Has the Firm filed any insurance claims in the last five (5) years? ☒ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
CBIZ CPAs P.C. is owned by its shareholders.		
All Managing Directors of the firm are Shareholders.		
A listing of the Firm's Shareholders is publicly		
available at www.cbizcpa.com		

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
X No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Please refer to				
Tab K: References				

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Homestead	Baldemar Fonseca	305.224.4562	bfonseca@homesteadfl.gov	November 20, 2024
City of Hialeah	Jorge Blanco	305.883.5847	jlb2297@hialeahfl.gov	December 23, 2024
Village of Palmetto Bay	Desmond Chin	305.259.1268	dchin@floridacityfl.gov	December 9, 2024
City of Florida City	Chad Burkhalter	305.242.8109	afd@floridacityfl.gov	January 15,2025
City of Sunrise	Susan Nabors	954.746.3297	snabors@sunrisefl.gov	December 20, 2024

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Date:** April 23, 2025

Print or Type Name: Branden Lopez **Title:** Shareholder

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Homestead

Reference Contact Person/Title/Department: Baldemar Fonseca, Assistant Director of Finance

Contact Number & Email 305.224.4562 bfonseca@homesteadfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 83,750, Approx. 16 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Single Audit, & CRA Audit

Is the Contract still Active? Yes X **No** _____

REFERENCE #2

Public Entity Name: City of Hallandale Beach

Reference Contact Person/Title/Department: Geovanne Neste, Finance Director

Contact Number & Email 954.457.1371 gneste@hallandalebeachfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 41,700, Approx. 4.4 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Pension Audit, Single Audit, & CRA

Is the Contract still Active? Yes X **No** _____

REFERENCE #3

Public Entity Name: Village of Palmetto Bay

Reference Contact Person/Title/Department: Desmond Chin, Finance Director

Contact Number & Email 305.259.1268 dchin@palmettobay-fl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 24,500, Approx. 8 Square Miles

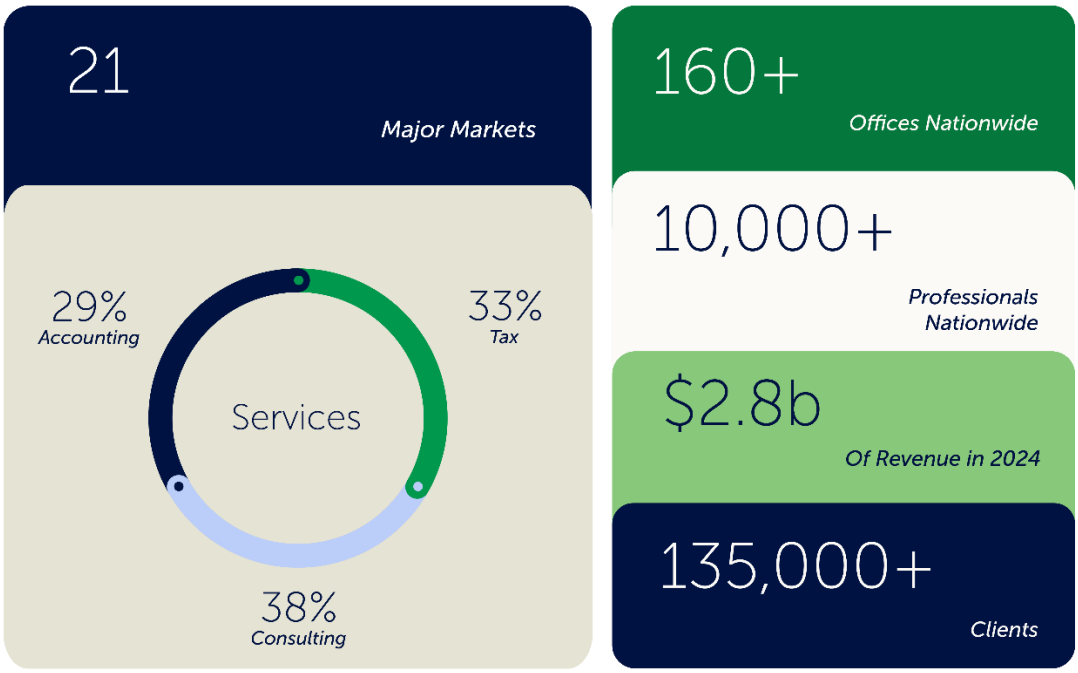
Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Pension Audit, & Single Audit

Is the Contract still Active? Yes X **No** _____

Firm Overview

CBIZ (NYSe: CBZ) is a leading consulting, tax, and financial services advisor serving middle-market businesses and organizations nationwide. With more than 10,000 team members and 160 locations in major metropolitan areas and suburban cities coast to coast, we deliver forward-thinking insights and actionable solutions to help clients anticipate the next steps and accelerate growth. We have a local approach and presence, serving clients for more than 70 years.

CBIZ operates under an alternative practice structure as defined by the AICPA with CBIZ CPAs P.C. (CBIZ CPAs), an independent CPA firm. Together, we are proud to be a leading professional services advisor nationwide.



On November 1, 2024, CBIZ completed its acquisition of Marcum LLP. CBIZ is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services. In certain jurisdictions, CBIZ CPAs P.C. operates under its previous name, Mayer Hoffman McCann P.C.

Client-Driven

Understanding the governmental sector and helping clients identify their needs and meet their challenges and uncovering opportunities that propel them towards success is our mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity.

Our assurance professionals, most who have been focused in the government arena throughout their entire careers, have an in-depth understanding of the complex economic and political environment in which these entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

Commitment to Excellence

From the way we service clients to the training and development of our professionals, CBIZ is committed to excellence in every aspect of our operation. Our focus on client success compels us to look beyond the numbers to see the opportunities, challenges, and solutions in every engagement. Innovation, proactivity, teamwork, and open communication are the hallmarks of our approach.

IT Risk and Assurance

Our IT Risk and Assurance Services team can assess your information risk management and operational effectiveness. We can then provide you with privacy, compliance, and technology consulting solutions. Experienced professionals hold CISA, CISSP, CISM, CRISC, or CPA accreditations along with many years of experience in bringing unique solutions to your business and IT needs. This unique combination allows us to start with your business challenges and then tailor IT solutions to match your needs.

Our IT Risk and Assurance Services team helps clients achieve optimum results in their ability to manage IT risk, mitigate those risks, and improve performance with cost-effective solutions. Our goal is to deliver practical solutions to the problem of "digital insecurity", which means helping to identify the most cost-effective ways to address specific concerns regarding IT-related compliance and control issues relevant to your environment and needs. In addition, the IT Risk and Assurance Services team can design and implement ERP solutions that will integrate your operations more efficiently.

Robotic Process Automation

At CBIZ, we understand that government entities are always looking to stay at the forefront of innovation. Technological advances are transforming concepts that seemed impossible just a few years ago into today's reality. Our goal as your trusted advisor is to provide you with the most cutting-edge resources available to streamline your work processes while delivering the best possible return on your investment.

CBIZ's team of consulting and technology experts offer clients Robotic Process Automation "Bot" Services. These services have the capability to change the way our clients are conducting business by automating and in many cases eliminating manual process that employees would be otherwise spending hours to complete. Utilizing Digital Workers can replace many tedious functions and tasks that are time consuming and often prone to human error, including data entry, periodic reporting, and accounts payable invoicing. They can also be used to generate and distribute reports, process inbound leads, and retrieve data from the web.

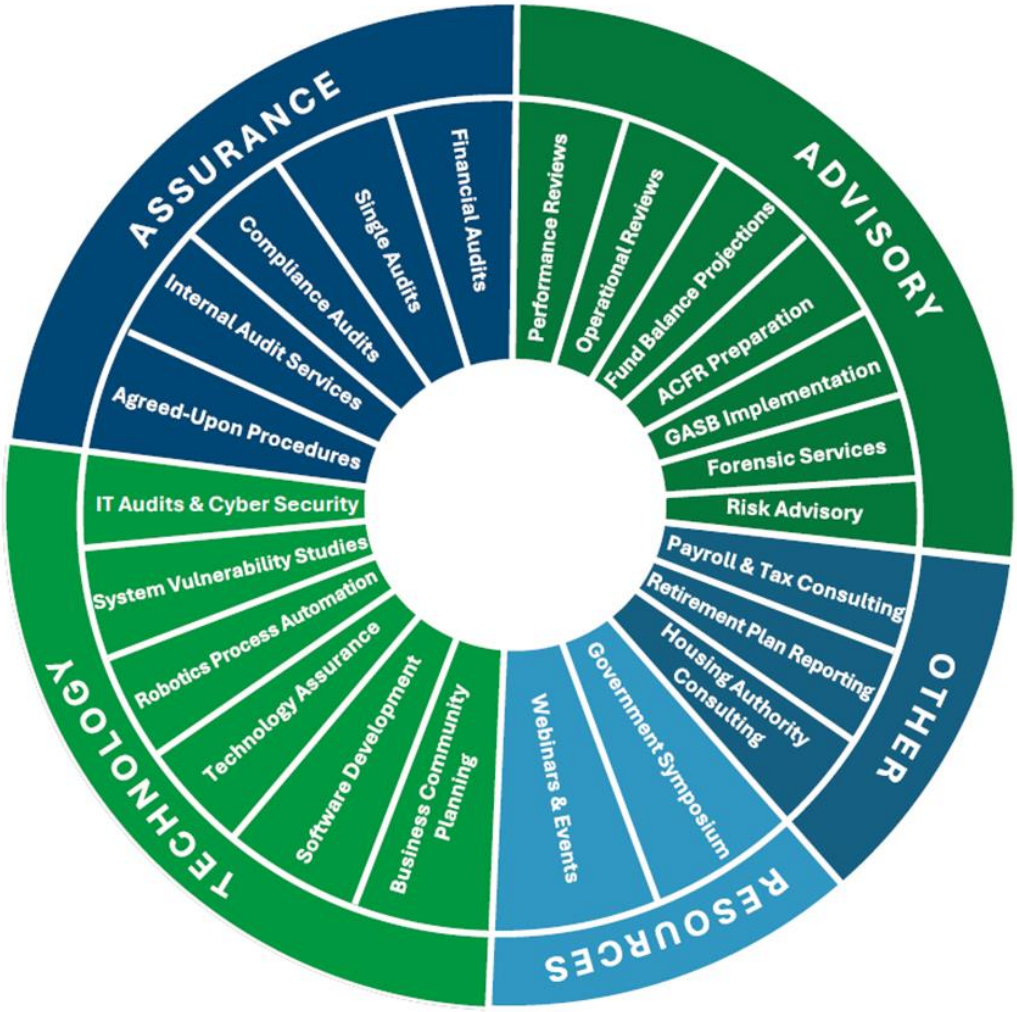
Independence

CBIZ's policy is that all professional personnel be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the American Institute of Certified Public Accountants, the state Board of Accountancy and state CPA societies, *Government Auditing Standards* issued by the comptroller of the United States, relevant statutes, and applicable regulatory agencies. In addition, all professionals – from managing director to staff auditor – are required to sign affidavits annually attesting to their independence. CBIZ is independent of North Bay Village and all of its components as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's "*Government Auditing Standards*."

CBIZ's quality control document contains detailed policies related to maintaining independence. These policies are the most stringent policies adopted by the AICPA and the various state boards of accountancy. Engagement team members are required to consider any possible situations where independence may be impaired during the acceptance or continuance process and if any arise during the performance of an engagement.

Interconnected Services

Our group provides interconnected professional services to help government entities achieve their operational, strategic and compliance goals. Our service offerings grew from government entities seeking our advice beyond audit and compliance and our drive to do more for these organizations like the Village. By providing a vast array of expertise and service lines to support our clients' operations, our capacity and passion to serve and strengthen every aspect of our clients' operations remains unparalleled.



Firm Experience – Government Services

CBIZ has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of government entities, including preparing government financial statements, and performing Federal and Florida Single Audits. Annually we perform more than 600 government entity audits and 200 Single Audit engagements.

70	600	200
Years Serving Government Entities	Annual Government Entity Audits	Annual Federal & State Single Audits

The assurance services we provide to government entities includes single audits, pension audits, compliance audits, forensic audits, IT audits, internal audits, GASB implementation, financial statement audits, aiding in obtaining the Certificate of Achievement for the ACFR, and Annual Financial Report preparation and assistance, performance or operational reviews and a wide range of consulting services for local governments.

In addition, the managing director and quality control director on the proposed engagement team have been instrumental in assisting clients with the implementation of new pronouncements. Most recently, to note significant GASB pronouncements, the team assisted our clients with the implementation of GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Single Audits

We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts. We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work and in fact, have had many positive comments about the excellence quality of our audit files. With this experience, we are able to provide a robust amount of knowledge as it relates to the Village and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

Active Participation on Boards and Committees

The managing directors, directors, and managers of CBIZ are actively involved in recognized standard-setting organizations at the national, state, and local level. These organizations include the Florida Government Finance Officers Association (FGFOA), Florida Association of Special Districts (FASD), and the Florida League of Cities (FLC).

AICPA Governmental Audit Quality Center Member

CBIZ is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) and the AICPA's Governmental Audit Quality Center (GAQC). Our involvement in these organizations further demonstrates our commitment to the public sector and helps keep us on top of issues affecting government entities.

Secure Digital Collaboration

CBIZ employs a paperless audit approach. Our audit teams utilize both proprietary and non-proprietary programs to streamline the audit process. To ensure information is stored and shared safely, we use a secure workflow data management tool for every client relationship. The user-friendly collaborative site serves as a virtual common workspace that is keyed to our data request lists and electronic audit system. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our audit engagement team directly into our electronic work programs. This cloud-based tool minimizes the use of emails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients time and money.

License to Practice in Florida

We affirm that CBIZ is a licensed certified public accounting firm and is in good standing with all regulatory agencies. CBIZ is a member of the American Institute of Certified Public Accountants ("AICPA") and the Florida Institute of Certified Public Accountants ("FICPA"). All professional staff, upon successful completion of the CPA exam, become members of both the AICPA and their respective state society of CPAs. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. CBIZ and all key team members assigned to this engagement are licensed to practice in the State of Florida under Chapter 473 of Florida Statutes. We affirm that CBIZ has been in business, continuous operation and service, and incorporated in the State of Florida for a minimum of five (5) years. Each individual assigned to the engagement has maintained the required CPE in government accounting and has attended an Ethics course for CPAs in Florida. All applicable licenses are provided in Appendix A.

Office Location

The Florida Region of CBIZ includes offices in Miami, Fort Lauderdale, Boca Raton, West Palm Beach, and Tampa. The audit will be performed and staffed from our Miami office located at One SE Third Avenue, Suite 1100, Florida 33131.

All audit team members are full-time employees. We have a complete government service team of 46 locally based individuals and more than 10,000 associates nationwide. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy.

Please refer to Appendix A for all applicable firm and team member licenses and certifications.

Personnel	Government Specialists
Managing Directors	3
Directors	2
Senior Managers	2
Managers	3
Supervisors	3
Seniors	11
Staff Accountants	20
Operations	2
TOTAL	46

CBIZ's Current & Recent Government Clients

Miami-Dade County

- City of Florida City
- City of Florida City CRA
- City of Hialeah
- City of Homestead
- City of Homestead CRA
- City of Miami Firefighters & Police Officers Retirement Trust
- City of Opa Locka
- City of Sunny Isles Beach
- Miami-Dade County (WASD)
- Miami Police Relief and Pension Fund
- The Children's Trust of Miami-Dade County
- Town of Bay Harbor Islands
- Town of Bay Harbor Islands ERS
- Town of Surfside
- Town of Surfside Employees' Retirement Plan
- Village of Miami Shores
- Village of Palmetto Bay

Broward County

- Broward County (IT Dept.)
- City of Deerfield Beach
- City of Deerfield Beach CRA
- City of Fort Lauderdale Police and Firefighters Retirement System
- City of Hallandale Beach
- City of Hollywood
- City of Hollywood CRA
- City of Hollywood GERS
- City of Pompano Beach Police and Firefighters Retirement System
- City of Sunrise

Palm Beach County

- City of Boca Raton
- City of Boca Raton CRA
- City of Boca Raton ERP
- City of Boca Raton GERS
- City of Boca Raton Police and Firefighters Retirement System
- City of Boynton Beach
- City of Delray Beach
- City of Palm Beach Gardens
- City of West Palm Beach East Central Regional Wastewater Treatment Facilities Operations Board
- Healthy Start Coalition of Palm Beach County
- Loxahatchee River Environmental Control District
- Palm Beach County Housing Finance Authority
- South Central Regional WW Treatment and Disposal Board
- The Children's Services Council of Palm Beach County
- Town of Jupiter
- Town of Lake Park
- Town of Palm Beach
- Town of Palm Beach Retirement System
- Village of Palm Springs
- Village of Royal Palm Beach
- Village of Wellington
- Northern Palm Beach County Improvement District

CBIZ's Current & Recent Government Clients, Cont'd.

Monroe County

- Florida Keys Aqueduct Authority

Hillsborough County

- City of Tampa Police & Firefighter's Pension Plan

Lee County

- City of Fort Myers

Collier County

- City of Naples

Complaint History

Over the past five (5) years, CBIZ has maintained an exemplary professional record. We prioritize transparency and accountability, and we are pleased to report that there have been no complaints filed against our qualifying professional license during this period.

Principal In Charge

The proposed client service and audit engagement managing director, Branden Lopez, brings over 15 years of experience in the accounting profession, providing accounting and auditing services for Florida government entities and other industries. Please refer to Tab G "Project Team/Personnel Qualifications" for Branden's resume and professional references. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Branden Lopez.

Tab G: Project Team/Personnel Qualifications

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)
Branden Lopez, CPA	Lead Audit Managing Director	15	12	Please refer to Appendix A
Moises D. Ariza, CGMA, CPA	Quality Control Managing Director	15	15	Please refer to Appendix A
Joe Layne, CISA, CISM, MSCA, PCIP	IT Risk Audit Managing Director	20	6	Please refer to Appendix A
Nicholas Martin, CPA	Audit Senior Manager	9	9	Please refer to Appendix A
Elda Santoro, CPA	Audit Supervisor	6	2	Please refer to Appendix A

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

CBIZ is dedicated to maintaining exceptional service levels by ensuring we have a robust pool of highly qualified professionals ready to step in as needed. In the event of attrition, turnover, or a specific request by the Village, we can quickly substitute personnel with equal or higher qualifications. However, we anticipate key team members to remain consistent over the terms of the engagement. No personnel changes will be made without the express prior written permission of the Village.

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

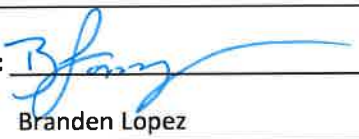
Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Branden Lopez	Lead Engagement Managing Director	Royal Palm Beach	10 / 4	FY 2025 Audit
Nicholas Martin	Audit Senior Manager	Florida Keys Aqueduct Authority	15 / 4	FY 2025 Audit

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Respondent is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Respondent's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: CBIZ CPAs P.C.

Authorized Signature: 

Date: April 23, 2025

Print or Type Name: Branden Lopez

Title: Shareholder

Key Staff & Organizational Chart

Engagement Team

The team members proposed for the Village have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA and Pension operations, State Laws and Rules of the Auditor General, and ADA Compliance.

Branden Lopez and Nicholas Martin are "key" team members. We anticipate key team members to remain consistent over the term of the engagement. All personnel assigned to the engagement have over five (5) years of applicable experience. No personnel changes will be made without the express prior written permission of the Village.

All personnel assigned to this engagement are licensed to practice in the State of Florida. Refer to Appendix A for all Firm and engagement team licenses.

All personnel assigned to this engagement have provided similar services to those requested in the RFP within the past (5) years.

Engagement Team Structure

Quality Control	Assurance	IT Auditor
MOISES D. ARIZA CPA, CGMA Quality Control Managing Director	**BRANDEN LOPEZ** CPA Lead Engagement Managing Director	**JOE LAYNE** CISA, CISM, MSCA, PCIP IT Risk Audit Managing Director
	NICHOLAS MARTIN CPA Audit Senior Manager	**IT AUDIT STAFF**
	ELDA SANTORO CPA Audit Supervisor	
	AUDIT SENIOR & STAFF	



Branden A. Lopez

CPA
Lead Engagement Managing Director, CBIZ Assurance Services

BRANDEN.LOPEZ@CBIZ.COM

Branden A. Lopez is a managing director within CBIZ's Assurance Division. He has more than 15 years of experience in the accounting profession providing accounting, and auditing, for nonprofits, local governments, employee benefit plans, and private enterprises across a variety of industries, both domestically and internationally. He provides services to a wide range of clients within the aforementioned industries, these include local governments, special districts, nonprofit (museums, charter schools, etc.), telecommunication, and employee benefit plans. In addition, Branden has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Branden is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is client service driven and is always willing to assist clients with accounting, auditing and financial reporting issues, including but not limited to, implementation of new accounting pronouncements.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Government Finance Officer Association, Member (FGFOA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- YMCA Young Professionals, Board Member

CPE Hours (three years)

CPE Type	Hours
Government	128
Other (Accounting, Auditing, Technical, and Behavioral)	30
TOTAL	**158**

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Internal Audits
- Program-Specific
- Compliance Audits
- Retirement Plan Audits

Industry Experience

- Local Governments
- Nonprofit Organizations
- Governmental Pension Plans
- Special Districts
- Public Utilities
- Wholesale & Retail Distributors

Education

- BA – Accounting, Florida State University

Branden Lopez - Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Bal Harbour Village	5	✓	✓	
Children's Services Council of Palm Beach	4	✓		
City of Boca Raton	4	✓	✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	7	✓	✓	✓
City of Florida City	3		✓	✓
City of Hollywood	3	✓	✓	✓
City of Homestead	9		✓	✓
City of Opa Locka	3		✓	✓
City of Sunrise	5		✓	
City of West Palm Beach	6	✓	✓	✓
East Central Regional Wastewater Treatment Facilities	3			
Florida Keys Aqueduct Authority	4		✓	
Loxahatchee River Environmental Control District	1			
Miami-Dade Water & Sewer Department	3		✓	
South Central Regional Wastewater Treatment and Disposal Board	2			
The Children's Trust	5	✓		
Town of Surfside	9	✓	✓	
Village of Key Biscayne	4	✓	✓	
Village of Royal Palm Beach	3			
Village of Tequesta	4	✓		



Moises D. Ariza

CPA, CGMA
Quality Control Managing Director, CBIZ
Assurance Services

MOISES.ARIZA@CBIZ.COM

Moises D. Ariza is a managing director in CBIZ's Assurance Division. He has more than fifteen years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. Much of his client base includes nonprofit organizations, local governments, employee benefit plans, manufacturing companies and retail entities.

In addition, Moises has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Moises is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is a qualified peer reviewer and regularly performs peer reviews under the AICPA Peer Review Program.

Within the firm, Moises develops in-house training seminars for CBIZ's professional staff as well as continuing education programs for various outside organizations. Moises is an active team leader in CBIZ's Employee Benefit Plan Group, Nonprofit Sector and Government Services Group.

Professional Affiliations

- Chartered Global Management Accountant (CGMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Association of Latin Professionals in Finance and Accounting, Member (ALPFA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- YMCA of South Florida, Finance Committee Member

Expertise

- Financial Audits
- Federal & Florida Single Audits
- Financial Reporting
- Program-Specific Compliance Audits

Industry Experience

- Local Governments
- Government Pension Plans
- ERISA Pension Plans
- Special Districts
- Nonprofits
- Wholesale & Retail Distributors Manufacturers

Education

- MS – Accounting, St. Thomas University
- BA – Accounting, Florida International University

Awards & Accolades

- Top 20 Professionals Under 40, Brickell Magazine, 2021
- Young Horizons Award, Florida Institute of CPAs, 2021

Articles, Seminars & Presentations

- Navigating through GASB No. 68, Published Article
- The Importance of Governmental Financials, FGFOA Conference
- GASB Statement No. 68, 2015 Marcum Governmental Symposium Government Auditing Standards and OMB Uniform Guidelines, Internal Training
- Risk Assessment and Audit Approach, Internal Training
- Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

CPE Hours (three years)

CPE Type	Hours
Government	145
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	30
TOTAL	221

Moises Ariza - Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Broward County	2		✓	✓
Children's Services Council of Broward County	5	✓		
City of Boca Raton	7	✓	✓	✓
City of Boynton Beach	3		✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	6	✓	✓	✓
City of Delray Beach	2	✓	✓	✓
City of Florida City	10	✓	✓	✓
City of Hollywood	5	✓	✓	✓
City of Homestead	12		✓	✓
City of Miramar	2	✓	✓	
City of Palm Beach Gardens	5	✓		
City of Pompano Beach	5	✓	✓	✓
City of Sunrise	10		✓	
City of West Palm Beach	5	✓	✓	✓
East Central Regional Wastewater Treatment Facilities	3			
Housing Finance Authority of Palm Beach County	3			
Indian Creek Village	2			
Florida Keys Aqueduct Authority	8		✓	
Miami-Dade Water & Sewer Department	14		✓	
The Children's Service Council of Palm Beach County	2		✓	
The Children's Trust	7			
Town of Bay Harbor Islands	8	✓	✓	
Town of Jupiter	3	✓	✓	✓
Town of Palm Beach	4	✓	✓	
Town of Southwest Ranches	5		✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	10	✓	✓	
Village of Palmetto Bay	4		✓	
Village of Royal Palm Beach	3		✓	
Village of Tequesta	3	✓		
Broward County	2		✓	✓



Joe Layne

CISA, CISM, MSCA, PCIP
Managing Director, CBIZ
Advisory Services

JOE.LAYNE.@CBIZ.COM

Joe Layne is a Managing Director in CBIZ's Advisory Services practice. He oversees IT audits for large commercial clients, including public and private businesses. He is an experienced Information Systems Auditor with dynamic information systems risk, compliance and audit experience spanning 20 years across external Big Four Audit, Internal Audit and Information Technology.

Joe has worked in Information Technology as well as Internal and External audit developing a unique perspective having experienced the client side as well as performing client services. This allows him to better bridge the gap between broad regulations and the realistic impact or implementation of IT Risk and Controls with clients.

Joe offers ongoing education for clients around risk mitigation as well as risk assessments and consulting around prevention strategies and procedures. He assists clients develop protocols and internal controls for IT risk management.

Professional Affiliations

- Information Systems Auditing and Control Association (ISACA)
- Payment Card Industry Security Standards Council

Professional Designations

- Certified Information Systems Auditor (CISA), ISACA
- Certified Information Security Manager (CISM), ISACA
- Payment Card Industry Professional (PCIP), PCI Security Standards Council
- Microsoft Certified Systems Administrator (MCSA), Microsoft

CPE Hours (three years)

CPE Type	Hours
Government	39
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	89
TOTAL	**144**

Expertise

- IT Risk Management
- IT Governance
- IT Security Assessments
- IT Audits
- Sarbanes-Oxley Act (SOX)
- SOC 1, 2, 3
- HIPAA Security Rule
- Internal Controls
- PCI Compliance

Industry Experience

- Government Agencies
- Nonprofit Organizations
- Public and Private Companies
- Healthcare Organizations

Education

- BSc – Information Studies, Florida State University



Nicholas Martin

CPA
Senior Manager, CBIZ
Assurance Services

NICHOLAS.MARTIN@CBIZ.COM

Nicholas Martin is a senior manager in the Firm's Assurance Division. He has more than 9 years of experience in the accounting profession providing accounting, and auditing, for local government and private enterprises across a variety of industries, both domestically and internationally. He provides services to a wide range of clients within the aforementioned industries, these include distributors, nonprofits, and employee benefit plans. In addition, Nicholas has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Nicholas is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is client service driven and is always willing to assist clients with accounting, auditing, and financial reporting issues, including but not limited to, implementation of new accounting pronouncements

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- North Bay Village Financial Advisory Board, Chairman

CPE Hours (three years)

CPE Type	Hours
Government	109
Ethics	8
Other (Accounting, Auditing, Technical, and Behavioral)	38
TOTAL	**155**

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Program-Specific Compliance Audits
- Government & Municipal

Industry Experience

- Local Governments
- Nonprofit Organizations
- Government Pension Plans
- Special Districts
- Wholesale & Retail Distributors
- ERISA Pension Plans

Education

- MA – Accounting, Florida International University
- BS – Accounting, University of Florida

Nicholas Martin - Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Children's Services Council of Broward County	**2**	✓		
City of Boca Raton	**4**	✓	✓	✓
City of Coconut Creek	**5**	✓	✓	
City of Deerfield Beach	**6**	✓	✓	✓
City of Florida City	**6**		✓	✓
City of Hallandale Beach	**4**	✓	✓	✓
City of Hialeah	**1**	✓	✓	
City of Hollywood	**2**	✓	✓	✓
City of Homestead	**5**		✓	✓
City of Palm Beach Gardens	**5**	✓		
City of Pompano Beach	**5**	✓	✓	✓
City of Sunny Isles	**2**		✓	
City of Sunrise	**5**		✓	
City of West Palm Beach	**5**	✓	✓	✓
Florida Keys Aqueduct Authority	**6**		✓	
Miami-Dade Water & Sewer Department	**8**		✓	
The Children's Trust	**4**			
Town of Bay Harbor Islands	**6**	✓	✓	
Town of Surfside	**6**	✓	✓	
Village of Key Biscayne	**6**	✓	✓	
Village of Palm Springs	**3**		✓	✓
Village of Palmetto Bay	**4**		✓	
Village of Wellington	**1**		✓	
Town of Palm Beach	**3**		✓	



Elda Santoro

CPA
Supervisor, CBIZ
Assurance Services

ELDA.SANTORO@CBIZ.COM

Elda Santoro is a senior in CBIZ's Assurance Division, bringing approximately six years of dedicated experience in the accounting profession. Elda has cultivated a deep understanding of the intricacies that come with financial management and reporting and has extensive knowledge in the field of accounting and auditing for governmental and nonprofit organizations. Elda also has extensive experience with Florida Single audits with accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Whether assisting nonprofits to ensure compliance with regulatory standards or assisting governmental entities in navigating the details of single audits, Elda's expertise and meticulous attention to detail is demonstrated in every engagement. Elda is involved in every phase of the audit process from the planning, assessing risk, to the final completion of the financial statements. With a focus on client service, Elda is consistently supporting clients with a range of accounting, auditing, and financial reporting concerns. This includes, but is not limited to, assisting with the implementation of new accounting pronouncements, showcasing her dedication to providing comprehensive and impactful assistance.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Partial Listing of Clients

- City of Miami Firefighters and Police Officers Retirement Trust
- City of Sunny Isles
- Delray Beach Community Redevelopment Agency
- Loxahatchee River Environmental Control District
- Pompano Beach Police and Firefighters Pension
- Village of Palm Springs
- Village of Palmetto Bay

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Program-Specific
- Compliance Audits

Industry Experience

- Local Governments
- Government Pension Plans
- Nonprofit Organizations

Education

- BA – Accounting, La Salle University

CPE Hours (three years)

CPE Type	Hours
Government	73
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	13
TOTAL	**102**

Continuing Professional Education

Having the best-qualified professionals requires a continuous investment in training and resources that improve and maintain competencies. As the guidelines and compliance requirements of our industry change frequently, we are proactive in keeping up with the changes in the profession and providing the necessary training for our staff. Technical training for all of our staff covers accounting, auditing, federal regulations, tax, employee benefits and computer systems. In addition to the standard technical training required to maintain our certifications, we include training on mentoring, interviewing, time management, coaching and more.

Our training initiatives help our professionals maintain the highest level of technical and business competencies that our clients have come to expect. Our team encourages and requires continuing education and training at all levels, and this steadfast commitment to our own personal and professional growth benefits our clients and us.

Every year, CBIZ provides a minimum of 40 hours of continuing professional education (CPE) in-house to all professional staff. These seminars include sessions in government accounting, auditing, and financial reporting, including Yellow book, single audit, IT audits and information systems and other accounting and auditing issues. In addition to the in-house training, our professional staff attend various outside seminars/conferences.

CBIZ affirms all members of the audit team meet or exceed the CPE requirements mandated by professional auditing standards (including *Government Auditing Standards*) and all CPAs assigned meet or exceed the CPE and ethics training mandated by the Florida State Board Accountancy (including Florida Statutes, Chapter 11.45, information technology training).

Proposed Segmentation & Level of Staff

Segment	Managing Directors, & Quality Control Directors	Senior Managers & Managers	Supervisors	Senior & Staff	Total
Phase 1: Strategic Planning	10	20	35	40	**105**
Phase 2: Execution of Audit Plan	10	20	35	50	**115**
Phase 3: Evaluation of Audit Results	10	20	35	30	**95**
Phase 4: Reporting	10	20	5	-	**35**
Total Hours	**40**	**80**	**110**	**120**	350

Note: The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the Village, is the basis of the auditor's identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. As such, related Single Audit hours will vary on an annual basis.

Tab H: Special Consideration

Resources for our Government Clients

CBIZ is also committed to providing professional development programs to the entire South Florida community involved in the government sector. Annually, CBIZ presents a Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics. We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost. Additionally, CBIZ provides more than 40 virtual courses that can be attended live or at a later date. All clients have access to this database at no cost.

GFOA Certificate of Achievement Program

CBIZ assists clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of our team are special reviewers for the GFOA Certificate of Achievement Program, including Branden Lopez and Moises Ariza, who have been Certificate Program reviewers since 2022 and 2014, respectively. CBIZ serves more than 600 government clients at a national level and 45 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.

Quality Control and Peer Review

The quality of our professional practice is of utmost importance to CBIZ, our clients, and to the users of our reports. As such, we maintain a quality control program that ensures our internal policies are met and professional standards are exceeded on all of our engagements. To ensure that CBIZ's performance is in conformity with our stated standards and those issued by the AICPA, our quality control system encompasses the following:

Professional Development: CBIZ provides a minimum of 40 hours (five days) of CPE in-house to all professional staff. These seminars include sessions in accounting, auditing, financial reporting, and internal controls. In addition to the in-house training, professional staff attend various outside seminars.

Internal Inspections: Annually CBIZ selects a random sample of accounting, auditing, advisory and tax engagements and performs a review to ensure compliance with firm policies and professional standards.

Centralized Financial Statement Review Process: The quality control department performs a review of our audit binders and financial statements prior to the release of the finished product. Their involvement includes participation in engagement planning to approve the audit approach, review of high risk and complex areas throughout fieldwork and a review of the financial statements and related information. Their involvement in the planning and fieldwork stages helps eliminate any last-minute surprises and assures the high level of quality we demand from our professionals is maintained.

Peer Review: CBIZ participates in an external quality review program requiring an on-site independent examination of our Accounting and Auditing practice. CBIZ has consistently received clean opinions (rating of “Pass”) on the quality of CBIZ’s audit practice. This is the highest level of achievement and recognition in the peer review program. The review encompassed governmental engagements. Please refer to Appendix B for a copy of CBIZ’s and our subcontractor’s latest peer review reports which include government engagements. Please note that CBIZ’s peer review report is addressed to Mayer Hoffman McCann P.C. (“MHM”). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C.

Tab I: Insurance

Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBIZ Insurance Services, Inc.
700 West 47th Street, Suite 1100
Kansas City, MO 64112
816 945-5500

CONTACT NAME: Laura Weeks
PHONE (A/C, No, Ext): - **FAX (A/C, No):**
E-MAIL ADDRESS: lweeks@cbiz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Arch Insurance Company	11150
INSURER D : American Casualty Company of Reading	20427
INSURER E :	
INSURER F :	

INSURED
CBIZ, Inc. and Subsidiaries
CBIZ Valuation Group, LLC
5959 Rockside Woods Blvd North, Ste 600
Independence, OH 44131

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7034653540	09/30/2024	09/30/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6081633833	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7034502049	09/30/2024	09/30/2025	EACH OCCURRENCE	$25,000,000
C	X EXCESS LIAB X CLAIMS-MADE			UXP300013902	09/30/2024	09/30/2025	AGGREGATE	$25,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC672461232	09/30/2024	09/30/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		6072461246CA	09/30/2024	09/30/2025	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark A. Stelte

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Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Weeks	
CBIZ Insurance Services, Inc. 700 West 47th Street, Suite 1100 Kansas City, MO 64112 816 945-5500	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: lweeks@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Union Insurance Co.	27960
INSURED CBIZ, Inc. and Subsidiaries 5959 Rockside Woods Blvd North Independence, OH 44131	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Technology/Cyber			F14973205006	06/01/2024	06/01/2025	$1,000,000 Each Claim & Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark A. Stelte

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 200 East Randolph Street, 12th Floor Chicago, IL 60601	**CONTACT NAME:** Kyle Daker **PHONE (A/C, No, Ext):** 1 312.785.5658 **FAX (A/C, No):** **E-MAIL ADDRESS:** kyle.daker@aon.com
INSURED CBIZ CPAs P.C. 5 Bryant Park 1065 Avenue of the Americas New York City, NY 10018	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Aspen Specialty Insurance Company — 10707 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Indemnity Insurance			LR003YH24	01-Nov-24	01-Nov-25	US $5,000,000 any one claim and in the aggregate.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Parties at Interest

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

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Tab J: Forms

FORM 1

PROPOSAL CHECKLIST

X	Form 1:	Proposal Checklist
X	Form 2:	Company Qualifications Questionnaire
X	Form 3:	Certificate of Authority (Complete one of the two forms as applicable)
X	Form 3A:	Certificate of Authority (for Corporations or Partnerships)
	Form 3B:	Certificate of Authority (for Individuals)
X	Form 4:	Acknowledgment of Addenda
X	Form 5:	Single Execution Affidavit
X	Form 6:	Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
X	Form 7:	Dispute Disclosure
X	Form 8:	Key Staff and Proposed Subcontractors
X	Form 9:	Reference Letters
X	Form 10:	E-Verify Affidavit
X	Form 11:	IRS Form W-9
X	Form 12:	Price Proposal
N/A	Form 13:	Bid Security/Bid Bond (unless waived)

Firm: CBIZ CPAs P.C. **Date:** April 23, 2025

Authorized Signature: _____

Print or Type Name: Branden Lopez **Title:** Shareholder

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

CBIZ CPAs P.C.

_____ a business existing under the laws of the State of Florida, (the "Entity") held on April 23, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, Branden Lopez, as Shareholder of the Entity, be and is hereby authorized to execute this Proposal dated April 23, 2025, on behalf of the Entity and submit this Proposal to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 23rd day of April, 2025.

Secretary: _____
Print Name: Moises D. Ariza

4/23/2025

(Seal)

MOISES DAVID ARIZA
Notary Public - State of Florida
Commission # HH 251127
My Comm. Expires Aug 6, 2026
Bonded through National Notary Assn.

President/Shareholder _____
Print Name: Branden Lopez

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

X Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Date:** April 23, 2025

Print or Type Name: Branden Lopez **Title:** Shareholder

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

CBIZ CPAs P.C.
NAME OF PROPOSING OR BIDDING ENTITY

By: Branden Lopez
INDIVIDUAL'S NAME AND TITLE

43-1947695
FEIN OF PROPOSING OR BIDDING ENTITY

Date: April 23, 2025

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

BL
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

BL
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

BL
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

BL
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Respondent has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Respondent, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Respondent, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Respondent, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

BL
Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel as defined in Section 215.4725, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or engage in a boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for one million dollars or more, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and are not engaged in business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engage in business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

BL
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.

2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

BL

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
CBIZ CPAs P.C. is owned by its shareholders. All Managing Directors of the Firm are Shareholders. A listing of all Firm Shareholders is publicly available at www.cbizcpas.com		

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

BL
Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

BL

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

BL
Respondent Initials

Prohibition Against Consideration of Social, Political, or Ideological Interests

Pursuant to Section 287.05701(2), Florida Statutes, the Consultant acknowledges that the Village has not requested documentation of or considered the Consultant's social, political, or ideological interests to determine if the Consultant is a responsible proposer. In addition, the Consultant acknowledges that the Village has not and will not given preference to any proposer based on their social, political, or ideological interests.

BL
Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Consultant warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term "coercion" means:

5. Using or threating to use physical force against any person;
6. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
7. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

8. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
9. Causing or threating to cause financial harm to any person;
10. Enticing or luring any person by fraud or deceit; or
11. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Consultant is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

BL

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: JUDITH CHONG

Witness #2 Print Name: Jason Relyea

Signed, sealed and delivered by:

Print Name: Branden Lopez

Title: Shareholder

Firm: CBIZ CPAs P.C.

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 23rd day of April, 2025, by Branden Lopez (name of person) as Shareholder (type of authority) for CBIZ CPAs P.C. _____(name of party on behalf of whom instrument is executed).

Moises David Ariza
Notary Public (Print, Stamp, or Type as Commissioned)

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

MOISES DAVID ARIZA
Notary Public - State of Florida
Commission # HH 251127
My Comm. Expires Aug 6, 2026
Bonded through National Notary Assn.

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Consultant described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Date:** April 23, 2025

Print or Type Name: Branden Lopez **Title:** Shareholder

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Date:** April 23, 2025

Print or Type Name: Branden Lopez **Title:** Shareholder

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay 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 Respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFP and signing below, the Respondent Firm 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 submitted as part of the response.**

In the presence of:

Witness #1 Print Name: JUDITH CHONG

Witness #2 Print Name: Jason Relyea

Signed, sealed and delivered by:

Print Name: Branden Lopez

Title: Shareholder

Firm: CBIZ CPAs P.C.

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 23rd day of April, 2025, by Branden Lopez (name of person) as Shareholder (type of authority) for CBIZ CPAs P.C. _____(name of party on behalf of whom instrument is executed).

Moises David Ariza

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

X Personally known to me; or

_____Produced identification (Type of Identification:_____

_____Did take an oath; or

_____Did not take an oath

MOISES DAVID ARIZA
Notary Public - State of Florida
Commission # HH 251127
My Comm. Expires Aug 6, 2026
Bonded through National Notary Assn.

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CBIZ, Inc.
Company Facility Address	6050 Oak Tree Blvd Independence, OH 44131
Company Alternate Address	6050 Oak Tree Blvd Independence, OH 44131
County or Parish	Cuyahoga
Employer Identification Number	22-2769024
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Ohio	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Gretchen Farrell
Phone Number	(216) 447-9000
Fax Number	
Email Address	Gretchen.Farrell@cbiz.com

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: CBIZ CPAs P.C.

Authorized Signature: _____ **Date:** April 23, 2025

Print or Type Name: Branden Lopez **Title:** Shareholder

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CBIZ CPAs P.C.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

700 W 47th Street, Suite 1100

6 City, state, and ZIP code

Kansas City, MO 64112

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

4	3	–	1	9	4	7	6	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Chris Mirasch **Date** 8/23/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Tab K: References

Similar Engagements with Other Government Entities

The following represents several engagements similar to the engagement described in the RFP performed CBIZ. These references pertain to all CBIZ personnel included in this proposal. We are confident that the designated contacts listed will be readily available and fully responsive to all communications. Please refer to Appendix C for three (3) letters of reference from current or recent government clients similar to the Village.

City of Homestead & CRA

100 Civic Court, Homestead, FL 33030
Baldemar Fonseca, Assistant Director of Finance
bfonseca@homesteadfl.gov | 305.224.4562
Services: Financial Audit, Single Audit, & CRA Audit
Term: September 30, 2009 to Current
Contract Value: $143,605 for 2024
Engagement Lead: Branden Lopez

City of Hialeah

501 Palm Avenue, Hialeah, FL 33010
Jorge Blanco, CPA, Director of Finance
jlb22971@hialeahfl.gov | 305.883.5847
Services: Financial Audit, Single Audit, & Pension Audit
Term: September 30, 2023 to Current
Contract Value: $146,500 for 2024
Engagement Lead: Moises Ariza

Village of Palmetto Bay

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Desmond Chin, Finance Director
dchin@palmettobay-fl.gov | 305.259.1268
Services: Financial Audit, Single Audit, & Pension Audit
Term: September 30, 2020 to Current
Contract Value: $48,650 for 2024
Engagement Lead: Moises Ariza

City of Florida City

404 W. Palm Drive, Florida City, FL 33034
Chad Burkhalter, Finance Director
afd@floridacityfl.gov| 305.242.8109
Services: Financial Audit, Single Audit, CRA, & Pension Audit
Term: September 30, 2009 to Current
Contract Value: $70,725 for 2024
Engagement Lead: Moises Ariza

City of Hallandale Beach

400 South Federal Highway, Hallandale Beach, FL 33009
Geovanne Neste, Finance Director
gneste@hallandalebeachfl.gov | 954.457.1371
Services: Financial Audit, Single Audit, Pension Audit, CRA
Term: September 30, 2023 to Current
Contract Value: $152,500 for 2024
Engagement Lead: Moises Ariza

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Homestead

Reference Contact Person/Title/Department: Baldemar Fonseca, Assistant Director of Finance

Contact Number & Email 305.224.4562 bfonseca@homesteadfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 83,750, Approx. 16 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Single Audit, & CRA Audit

Is the Contract still Active? Yes X **No** _____

REFERENCE #2

Public Entity Name: City of Hallandale Beach

Reference Contact Person/Title/Department: Geovanne Neste, Finance Director

Contact Number & Email 954.457.1371 gneste@hallandalebeachfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 41,700, Approx. 4.4 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Pension Audit, Single Audit, & CRA

Is the Contract still Active? Yes X **No** _____

REFERENCE #3

Public Entity Name: Village of Palmetto Bay

Reference Contact Person/Title/Department: Desmond Chin, Finance Director

Contact Number & Email 305.259.1268 dchin@palmettobay-fl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population - Approx. 24,500, Approx. 8 Square Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Financial Audit, Pension Audit, & Single Audit

Is the Contract still Active? Yes X **No** _____

Appendix A: Licenses

CPAVerify Individual Report Results

NAME: **BRANDEN ASIS LOPEZ**
STATE OF LICENSE: **FL**
LAST UPDATED: **2025-01-27**

	Business	**Mail**
Address:	LOPEZ, BRANDEN ASIS	FL, US

License/Permit/Certificate Number:	AC60276
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	RECIPROCAL
Basis for License Details:	Reciprocal License. An Applicant having a valid unrevoked license to practice as a CPA from any jurisdiction and who is planning to relocate to Florida must apply for a Reciprocal License.
Issue Date:	2023-10-27
Expiration Date:	2026-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **MOISES DAVID ARIZA**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	ARIZA, MOISES DAVID FL, US	FL, US
License/Permit/Certificate Number:	AC45440	
Registration Number:		
License/Permit/Certificate Status:	CURRENT, ACTIVE	
License/Certificate Status Details:	Holds a valid license to practice public accounting.	
License Type:	CERTIFIED PUBLIC ACCOUNTANT	
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
Basis for License:	EXAM	
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.	
Issue Date:	2012-12-21	
Expiration Date:	2025-12-31	
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board	
Other Information:	None	

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **NICHOLAS LINO MARTIN**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-04-11**

	Business	Mail
Address:	MARTIN, NICHOLAS LINO	FL, US

License/Permit/Certificate Number:	AC50617
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	EXAM
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.
Issue Date:	2016-11-08
Expiration Date:	2025-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **ELDA SANTORO**
STATE OF LICENSE: **FL**
LAST UPDATED: **2025-04-18**

	Business
Address:	SANTORO, ELDA FL, US
License/Permit/Certificate Number:	AC62163
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	RECIPROCAL
Basis for License Details:	Reciprocal License. An Applicant having a valid unrevoked license to practice as a CPA from any jurisdiction and who is planning to relocate to Florida must apply for a Reciprocal License.
Issue Date:	2025-02-03
Expiration Date:	2025-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

NAME: **ELDA SANTORO**
STATE OF LICENSE: **PA**
LAST UPDATED: **2025-04-18**

Address:	
License/Permit/Certificate Number:	CA068072
Registration Number:	
License/Permit/Certificate Status:	ACTIVE
License/Certificate Status Details:	Licensee allowed to practice in PA
License Type:	CPA
License Type Details:	Contact Board for Details
Basis for License:	EXAMINATION
Issue Date:	2023-08-14
Expiration Date:	2025-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CBIZ CPAs P.C.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

700 W 47th Street, Suite 1100

6 City, state, and ZIP code

Kansas City, MO 64112

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	3	–	1	9	4	7	6	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Chris Mirasch **Date** 8/23/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:07:35 AM 11/6/2024

Licensee Information

Name:	**CBIZ CPAS P.C.** **(Primary Name)**
Main Address:	**700 WEST 47TH STREET SUITE 1100 KANSAS CITY Missouri 64112**
County:	**OUT OF STATE**
License Mailing:	**700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112**
County:	**OUT OF STATE**

License Information

License Type:	**FIRM**
Rank:	**CPA Firms**
License Number:	**AD63267**
Status:	**Current**
Licensure Date:	**02/20/2003**
Expires:	**12/31/2025**

Special Qualifications	Qualification Effective
Corporation	**02/20/2003**

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Mailing Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Treasurer

MUNSCH, CHRISTOPHER
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Secretary

Mann, William D, Jr.
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title DIRECTOR

BURTON, DANA
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Title Director

Schlisselfeld, Abe
685 Third Ave
New York, NY 10017

Title Director

Hakes, Tony
4722 N. 24th Street
Suite 300
Phoenix, AZ 85016

Title Director

Gluck, Jeffrey
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Seff, Dan
4600 South Ulster Street
Suite 900
Denver, CO 80237

Title President

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Larsen, Katina
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Lilly, Jennifer
11100 Northeast 8th Street
Suite 400
Bellevue, WA 98004

Title Director

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/24/2023
2024	04/21/2024

Document Images

08/13/2024 -- Name Change	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
08/22/2014 -- Reg. Agent Change	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format

02/24/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/09/2008 -- ANNUAL REPORT	View image in PDF format
03/24/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
01/08/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

000909

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7390984

BUSINESS NAME/LOCATION

CBIZ CPAS PC
1 SE 3RD AVE STE 1100
MIAMI FL 33131–1708

RECEIPT NO.

NEW
7687608

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

CBIZ CPAS PC
C/O ANDREW GRAGNANI PRES

Employee(s) 4

SEC. TYPE OF BUSINESS

212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR

$45.00 11/21/2024
PTBTC–25–027344

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 6a–276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF MIAMI
BUSINESS TAX RECEIPT

FY 24- 25

ISSUED:
Jan 21, 2025

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME:	**CBIZ CPAS P.C.**
DBA:	CBIZ CPAS P.C.
BTR HOLDER NAME:	CBIZ CPAS P.C.
BUSINESS ADDRESS:	1 SE 3 AV 1100
EXPIRES:	Effective Year Oct. 1 2024 Thru Sep. 30 2025
ACCOUNT NUMBER:	252796
RECEIPT NUMBER:	209312
COMMENTS:	ACCOUNTING P.A.,CORP.,CO.,FIRM
RESTRICTIONS:	

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

· PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.

· FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.

· TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

Public File Listing

Click on the Firm Name to display publicly available information about the firm. Peer review documents will also be shown for firms that have had an accepted peer review and are in PCPS, EBPAQC, GAQC or firms that have voluntarily made their documents public.

Revise Search

Firm Name	Firm Number	City	State	Program	Centers
CBIZ CPAs P.C.	900010092459	Kansas City	MO	AICPA Peer Review Program	PCPS,EBPAQC,GAQC

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Privacy & Terms

PowerPass users must currently call or email Member Services to have courses added. Call 850-224-2727x1 or email msc@ficpa.org with the course(s) you would like to register for. We hope to have this resolved soon.

CBIZ, Inc

Contact Information

Referral Contact:

Shari Bellingham

Sbellingham@Cbizgl.Com

Phone:

561-994-5050

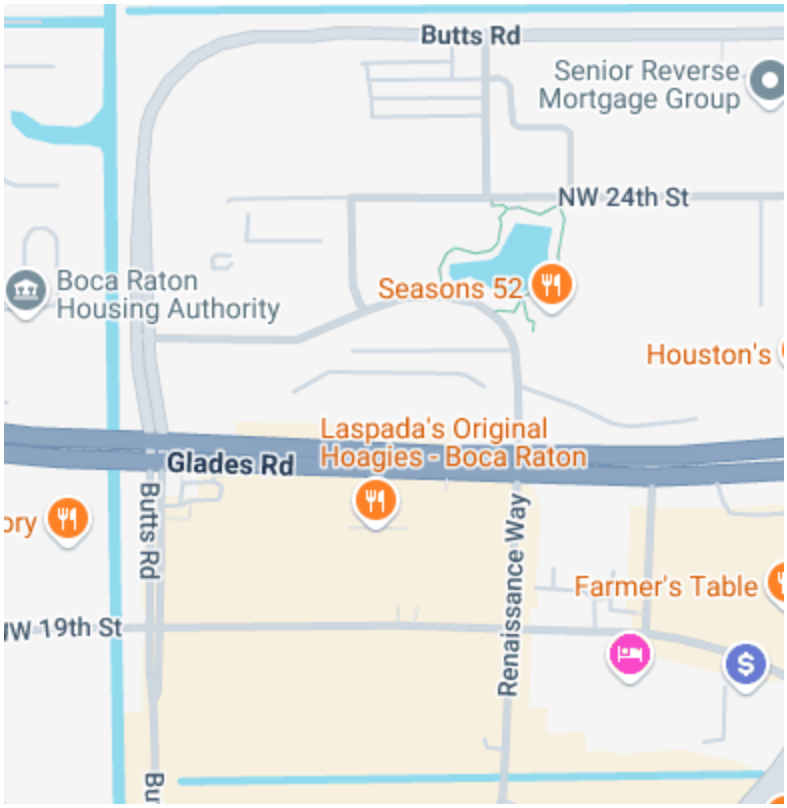
Fax:

561-241-0071

Address:

2255 Glades Rd Ste 321A

Boca Raton, FL 33431



Staff Size

75 - 99

Industries

Associations/Non-Profits

Colleges/Universities

Condominium/Homeowner Associations (CIRA)

Construction/Contractors

Distribution/Wholesale

Entertainment

Food

Franchising

Hospitality/Tourism/Restaurant

Insurance

Manufacturing

Media/Advertising

Non-Profit

Professionals

Real Estate

Retail

Transportation

Services

Auditing

Bookkeeping

Business Valuations

Divorce/Domestic Relations Support

Employee Benefit Plans

Financial Planning

Fraud Investigations/Forensics

IRS Representation

Mergers & Acquisitions

Non-Profit

Quickbooks/Accounting software

Small Business Planning

Tax (Individual)

Bankruptcy/Insolvency Support

Business Consulting/Planning

Compilations/Reviews

Disaster Claims

Estates/Trusts

Financial Reports/Statements

International Business/Trade

Litigation Services

New Business Consulting

Pension/Profit Sharing Plans

Real Estate Taxes

Tax (Business)

Technology Consultation/ Computers

FLORIDA INSTITUTE OF CPAS
250 South Orange Avenue
Suite 300P
Orlando, FL 32801

850-224-2727
msc@ficpa.org

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Appendix B: Peer Review Report

Report on the Firm's System of Quality Control

September 22, 2023
To the Shareholders of Mayer Hoffman McCann P.C.
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann P.C. (the firm) in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control applicable to engagements not subject to PCAOB permanent inspection for the accounting and auditing practice of Mayer Hoffman McCann P.C. in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mayer Hoffman McCann P.C. has received a peer review rating of *pass*.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Appendix C: Reference Letters

MIAMI-DADE COUNTY

Water and Sewer
PO Box 330316 • 3071 SW 38th Avenue
Miami , Florida 33233-0316
T 305-665-7471

April 15, 2024

To Whom It May Concern:

It is my great pleasure that I provide this letter of recommendation for the services provided by Marcum LLP.

The Miami-Dade Water and Sewer Department, a Department of Miami-Dade County, Florida, has been utilizing the services of Marcum LLP for approximately 14 years; and we are highly satisfied with the services that they have provided to the Department. As we have had the pleasure to work with the firm now for over a decade, we had the opportunity to work with many of the Marcum, LLP associates from staff to partner, all of which have provided the Department with outstanding service. The audit team has always been very attentive and responsive with respect to the audit and any request of any member of the Department. All audits were conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards*, the *Florida Single Audit Act*, and the *Uniform Guidance*.

In addition, our Department in recent years has had several Current and Advanced Debt Refunding's, for which the audit team has been able to assist with the proper Financial Statement reporting and disclosures that are required to meet the accounting standards. Furthermore, the audit team has always been very knowledgeable and always up to date with the latest GASB pronouncements, as they have assisted us with implementing many GASB pronouncements over the years.

We are pleased to recommend the service of Marcum LLP. Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Josephine Barrios, CPA
Controller
Miami-Dade County Water & Sewer Department

VILLAGE OF PALMETTO BAY

May 13, 2024

To Whom It May Concern:

This is our 4th year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our Village. The audit team was very knowledgeable, professional, and very responsive to the Village's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls.

Marcum LLP reviews and provides recommendations for our annual comprehensive financial report which has also assisted the Village in receiving the Certificate of Achievement for Excellence in Financial Reporting for the past four years from the GFOA. In addition, our Village has been subject to Federal Single Audits in recent years that are performed in accordance with *Uniform Guidance*.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Desmond Chin
Finance Director

The City of Boynton Beach, Florida

100 E Ocean Ave **Boynton Beach, Florida 33435**
Telephone: (561) 742-6310 Internet: www.boynton-beach.org

May 15, 2023

Dear Sir/Madam:

It is with great satisfaction that I write this letter of recommendation for Marcum LLP. Marcum LLP has been providing auditing services for the City of Boynton Beach, Florida for the past 2 years.

We have found them to be very professional and responsive. They are very prepared for the audit with highly qualified staff who worked closely with us to ensure a smooth process. Our team in particular was led by Moises Ariza and Scott Montgomery.

In particular, Marcum LLP assisted us in the implementation of GASB Statement No. 87, *Leases*. We are thankful for their assistance and guidance, which resulted in a smooth implementation process. In addition, our City was subject to a Federal Single Audit that was performed in accordance with OMB Uniform Guidance.

I strongly recommend other local governments such as yours to work with Marcum LLP. They have shown a great understanding of our City's needs and have cooperated extensively with our staff to meet the City's goals.

Sincerely,

Mara Frederiksen , MBA, SSBBP, PMQ
Director of Financial Services
561-742-6312
FrederiksenM@bbfl.us

CITY OF DELRAY BEACH

FINANCE DEPARTMENT

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7121

Delray Beach Florida
All-America City
1993 · 2001 · 2017

August 2, 2023

To Whom It May Concern:

It is our utmost honor to provide this letter of recommendation on behalf of Marcum, LLP who has been providing auditing services for the City of Delray Beach, Florida for the past two years. The City of Delray Beach was incorporated in 1927 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in southern Palm Beach County, Delray Beach is an award-winning City that offers fabulous beaches, a vibrant downtown nightlife and an abundance of cultural activities.

We have found the Marcum engagement team to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 87, *Leases*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with Office of Management & Budget's (OMB) Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend Marcum, LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Hugh B. Dunkley, CPA, CGFO
Chief Financial Officer

FINANCE DEPARTMENT

May 12, 2023

To Whom It May Concern:

The Town of Jupiter was incorporated in 1925 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in northern Palm Beach County, Jupiter is a vibrant coastal community of more than 60,000 year-round residents.

We recently completed the September 30, 2022 audit with Marcum LLP. This was the second year Marcum has been engaged by the Town of Jupiter, Florida. Such services included performing the annual financial audit of the Town, the stand-alone CRA audit and a Federal Single Audit. Aside from the audit, Marcum assisted the Town with the preparation and completion of the annual comprehensive financial report. As part of their assistance, they guided the Town through the implementation of new Governmental Accounting Standards Board (GASB) Statements as applicable. We found the audit team to be courteous, professional, and very responsive to our needs. We consider their audit approach to be efficient and non-disruptive with respect to our time and resources.

In addition, Marcum has been available to the elected body and the Town's audit committee for any question or inquiries.

We recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

If you have any questions or comments regarding this letter of recommendation, please feel free to contact me.

Respectfully,

Scott Reynolds
Finance Director
210 Military Trail, Jupiter, Florida 33458
561-741-2327
scottr@jupiter.fl.us

Tampa Fire & Police Pension Fund

3001 North Boulevard **(813) 274-8550 phone**
Tampa, FL 33603-5516 **(813) 274-7504 fax**

www.tampagov.net/fppension

August 21, 2023

Re: Reference Letter for Marcum LLP

To Whom It May Concern:

It is my pleasure to write this letter of recommendation regarding the audit services provided by Marcum LLP. Our fund is a governmental pension plan with a portfolio of approximately $2.6 billion in assets. Marcum LLP demonstrated expertise and industry knowledge specific to governmental pension plans like ours. They also had the resources available to service a plan of our size.

Marcum LLP was prepared with highly qualified staff who worked closely with management, which resulted in a smooth audit process. We found the team assigned to our account to be very professional and responsive. As such, our audit was conducted in a timely, orderly, and systematic manner, encompassing all the requirements of Government Auditing Standards and of the Governmental Accounting Standards Board (GASB).

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services. Our partnership over the past two years has shown their overall understating of our organization's needs and has been a strong resource for our team. They have cooperated extensively with management and staff and have demonstrated high professional standards, work ethic, skills, and knowledge. Additionally, they met all the deadlines required by our fund.

Marcum LLP has been a dependable resource in providing timely information and direction and its staff are always available to us throughout the year, not only during the audit.

Please do not hesitate to contact me if you have any additional questions.

Respectfully,

Tiffany Weber
Plan Administrator

Council
Michael J. Napoleone, Mayor
John T. McGovern, Vice Mayor
Tanya Siskind, Councilwoman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 12, 2024

To Whom It May Concern:

The Village of Wellington (the "Village") was incorporated in 1995 and is located in Palm Beach County. Wellington operates under the Council-Manager form of government and provides a wide range of community services including general government; planning, zoning and building; public safety (police protection); public works (construction and maintenance of roads, rights of way, and other infrastructure; street lighting; and storm water drainage); culture and recreation (parks maintenance, recreational activities, cultural events, and related facilities); water and sewer utilities; and solid waste collection and recycling.

I am providing this letter to recommend the services of Marcum LLP for their exceptional performance during our recent audit engagement. From the commencement of the audit process, the audit team was always courteous, professional, and very responsive in respects to the audit, and also in respect to any technical questions we may bring to their attention. Their approach was collaborative and proactive, ensuring that our team was engaged and well-informed throughout each phase of the audit.

Marcum LLP has recently concluded their first year of audit services for the Village. In consideration of the change of auditors, the transition with Marcum LLP was a smooth transition for the Village; as the audit stayed on schedule, communication was clear, and was completed on in a timely manner.

Their dedication to client service and adherence to the highest standards of audit integrity is commendable.

Please feel free to contact me if you require further information of their services.

Sincerely,

Ana Acevedo, CPA
Director of Administrative and Financial Services
Village of Wellington, Florida
Phone: (561) 753-2594
aacevedo@wellingtonfl.gov

Village of Palm Springs

Department of Finance

226 Cypress Lane, Palm Springs, Fl. 33461-1699

Rmorse@vpsfl.org

(561) 584-8200 ext. 8441

May 15, 2023

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the audit services provided by Marcum LLP. We have been utilizing the services of Marcum LLP for the past two years; and we are extremely pleased and satisfied with the services that they have provided to our organization. The Marcum staff performed all the services with the highest degree of professionalism and excellence. The audit team is always courteous, professional, and very responsive in respect to the audit, and in respect to any technical questions we may bring to their attention. All audits were conducted in a timely manner, encompassing all the requirements of *Government Auditing Standards* and Florida Statutes.

In addition, the Village has been subject to a Federal Single Audit and required to issue CRA stand-alone financial statements in accordance with Florida Statutes. We are pleased with Marcum LLP and highly recommend the firm to any government organization requiring audit services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Rebecca Morse, CGFO
Chief Financial Officer
Village of Palm Springs

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com

J. Robert Dean
Chairman
District 3

Richard J. Toppino
Vice-Chairman
District 2

Antoinette M. Appell
Secretary/Treasurer
District 4

Nicholas W. Mulick
District 5

Cara Higgins
District 1

Gregory W. Veliz
Executive Director

May 7, 2024

To Whom It May Concern:

It is my great pleasure that I provide this letter of recommendation for the services provided by Marcum LLP.

The Florida Keys Aqueduct Authority has been utilizing the services of Marcum LLP for approximately 10 years; and we are highly satisfied with the value of services that they have provided to the Authority. The audit team has always held itself to a very high standard as it is reflective of their work product and efforts throughout the course of the audit. All individuals from the audit team from partner to staff, have always been very respectful, professional, and very responsive. All audits were conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and of U.S GAAS.

In addition, the audit team has been able to assist with their expertise in the preparation of the Schedule of Expenditures of Federal Awards and State Financial Assistance for the Authority. Furthermore, in recent years, the Authority has been subject to a Federal Single Audit in accordance with Uniform Guidance, specifically to Disaster Relief Funding from the Federal Emergency Management Agency (FEMA), in which the audit team has been able to provide proper direction with respect to the unique reporting requirements set forth by FEMA, which is not reoccurring in nature to the Authority. Additionally, the audit team has always been very knowledgeable and always up to date with the latest GASB pronouncements, as they have assisted us with implementing many GASB pronouncements over the years. Specifically, in the prior two fiscal years, Marcum was able to provide us with guidance and assistance with implementing GASB 87, *Leases*, and GASB 96, *Subscription-Based Information Technology Arrangements*.

The audit team is highly dependable and makes themselves available to us at all times throughout the year, with respect to the audit and any other guidance that the Authority's management may need.

We strongly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services as our experience with the firm over nearly the past decade has been outstanding. We are looking forward to working with the firm for many upcoming years.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Executive Director, Florida Keys Aqueduct Authority

WEST PALM BEACH

Business. Life. Balanced.℠

May 9, 2024

To Whom It May Concern:

This was our first year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our City during the transition to a new auditor. The audit team was very knowledgeable, professional, and very responsive to the City's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls. We found them to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with OMB Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Karen Malcom
Controller

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33402
561.822.1310

Housing Finance Authority of Palm Beach County

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
www.pbchfa.org

Chairperson
Robin B. Henderson

Vice Chair
Tracy L. Caruso

Secretary
Chrichet B. Mixon

Clark D. Bennett
Laurie S. Dubow
Gary P. Eliopoulos
Bobby "Tony" Smith

Executive Director
David M. Brandt
dbrandt@pbcgov.org
(561) 233-3652

Administrative Assistant
Jennifer M. Hamilton
jhamilto@pbcgov.org
(561) 233-3656

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Official Electronic Letterhead

June 17, 2024

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the services provided by Marcum LLP.

This was the third year our entity engaged Marcum LLP as its auditor and we are extremely pleased and satisfied with the services that they have provided to our organization. We have found them to be very professional and responsive. They are very prepared for the audit with highly qualified staff who worked closely with us to ensure a smooth process. Our team was led by Moises Ariza and Nicholas Martin.

The firm's services have always been performed with a high degree of professionalism. Their staff has always been very courteous, always willing to provide any required information and offering suggestions to improve the financial processes in our organization. The firm has always been a dependable resource in providing timely information and direction. The firm is always available to us throughout the year, not only during the audit.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

David Brandt
Executive Director

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

May 9, 2024

To Whom It May Concern:

It is my great pleasure that I provide this letter of recommendation for the services provided by Marcum LLP.

For over fifteen years, we have contracted with Marcum LLP for audit and management consulting services, a testament to the quality and reliability of their services. Our Board of Supervisors, impressed by their consistent professionalism and responsiveness, chose to extend this partnership for another five years during our most recent Request for Proposals process. From the partner to the staff accountant, the audit team has always been courteous, professional, and responsive, conducting our audits promptly, orderly, and systematically, in line with the requirements of *Government Auditing Standards* and the *Governmental Accounting Standards Board (GASB).*

What sets Marcum LLP apart is not just their professionalism but also their proactive approach. Their staff, always courteous, is not just willing to provide any required information but also offers valuable suggestions to enhance our systems, methods of operation, and financial processes. Their availability throughout the year, not just during the audit, is a testament to their commitment. We have never hesitated to seek their advice and assistance throughout the year. They are experts in their field, and the continuing education they offer each year, which covers the latest industry trends and regulatory changes, is valuable and showcases the depth of their knowledge.

Marcum is always prepared for the audit with highly qualified staff who worked closely with us from planning the audit to financial statement issuance. The team is thorough and follow-through with any questions or requests. The online platform for data collaboration is easy to use and helpful to meet deadlines.

Given our long and successful partnership, we wholeheartedly recommend Marcum LLP to any organization in need of auditing and related consulting services. Their professionalism, expertise, and commitment to client success are unparalleled.

Please do not hesitate to contact me with any questions regarding this letter of recommendation.

Respectfully,

Katie Roundtree, CPA, CPFO

Katie Roundtree, CPA, CPFO

359 Hiatt Drive • Palm Beach Gardens, FL 33418 • (561) 624-7830 Phone • (561) 624-7839 Fax • email: office@npbcid.org
www.npbcid.org

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission extend the professional services agreement for an additional three-year term, with the option to renew for two subsequent one-year periods, to maintain ongoing planning services.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to extend a Professional Services Agreement with Calvin, Giordano & Associates for general planning services.

In late 2019, the Village issued Request for Qualification #2019-004 to solicit proposals from professional firms to provide planning services. Subsequently, on January 14, 2020, the Village awarded Calvin, Giordano, and Associates a contract for professional services. The Term of the agreement was for three years with the option to renew for two additional one-year period.

The scope of work under the existing agreement provides for a wide range of planning services, including but not limited to:

* Review of Planning and Zoning Applications: Assessing and providing recommendations on various applications related to land use, zoning changes, and development applications within the Village.

* Responding to Land Development Activities: Providing guidance and responses to land development projects, ensuring compliance with Village Code and community plans.

* Overseeing the Development and Maintenance of Land Use and Zoning Maps: Maintaining accurate and up-to-date maps required by local and state agencies and ensuring that the zoning regulations reflect current and future land uses within the Village.

* Oversee the Comprehensive Plan: Reviewing and updating the Village's Comprehensive Plan as necessary, ensuring that it aligns with long-term growth goals, state requirements, and community needs.

The proposed new fee schedule will take effect on May 1, 2025. Currently, the Village operates under the fee schedule submitted with the 2019 RFP.

It is recommended that the Village Commission approve an extension to the Professional Service Agreement with Calvin Giordano and Associates for general planning services for an additional 3-year term with the option to renew for 2 additional 1-year periods in order to continue the planning services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
GL # 001.19.519.3160 FY 2025 Annual Budget $122,500; Monthly $10,208.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution- CGA Planning Agreement.DOCX
Exhibit A - CGA -PSA Amendment-General Planning Services.pdf
Exhibit 1A - Fee Schedule Effective 20250101.pdf
Rates Comparison for prior years.pdf
Existing PSA CGA - Planning Services Agreement.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for general planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement (the "Agreement") to perform the Services, which services include acting as a technical resource for Village Staff for project specific (including cost recovery assignments) or general planning support for day-to-day operations of the Planning and Zoning Division assigned on a work-order basis; and

WHEREAS, in accordance with Section 2.17 of the RFQ, the initial term of the Agreement awarded commenced on March 17, 2020, and continued for a period of three years, including two additional one-year option terms (the "Initial Term"), and thereafter expired on March 17, 2025; and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends renewing the Agreement with the Consultant upon the same terms and conditions for a period of three years with the option to renew for two additional one year option terms (the "New Term"), as the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

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

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the continuation of the Services is not in the best interest of the Village

and that an Amendment to the Agreement which authorizes the New Term at negotiated rates set forth in the Amendment attached hereto as Exhibit "A" (the "Amendment"); and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve an Amendment to the Agreement with the Consultant for continued Services in substantially the form attached hereto as Exhibit "A" 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 with the Consultant for the Services 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, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including the expenditure of budgeted funds.

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, Esq. _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Dr. Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this ___ day of May, 2025.

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

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO, & ASSOCIATES, INC.
FOR PLANNING SERVICES

THIS AMENDMENT to the Professional Services Agreement dated March 18, 2020 (the "Amendment") is entered into as of the ____ day of April, 2025 (the "Effective Date of this Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CALVIN, GIORDANO, & ASSOCIATES, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Resolution No. 2020-026 awarding an agreement to Calvin, Giordano, & Associates, Inc. (the "Consultant") for planning services (the "Services") pursuant to Request for Qualifications No. 2019-004 (the "RFQ"); and

WHEREAS, on March 18, 2020, the Village and the Consultant entered into a Professional Services Agreement to perform the Services for a period of three years with two additional one year periods at negotiated rates (the "Agreement"), incorporated herein by reference; 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 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. Term/Commencement Date. Section 2.1 of the Agreement, along with any reference to the term of the Agreement contained in Section 2.4 of the RFQ, is hereby amended and superseded in its entirety and replaced with the following:

> The term of this Agreement shall commence retroactively on March 18, 2025, and shall continue for a period of three years, with the option to renew for two additional one year terms, unless terminated earlier in accordance with the Agreement. Additionally, the Village Manager may renew this Agreement for up to two additional one year periods (i.e., March 18, 2028 through March 17, 2029 and March 18, 2029 through March 17, 2030) on the same terms as set forth herein upon written notice to the Consultant.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

3. **Compensation and Payment.** The parties agree that, as of May 1, 2025, compensation under the Agreement shall be in accordance with the Professional Fee Schedule – 2025 Rates attached hereto as Exhibit 1 and incorporated herein by reference. (the "2025 Rate Schedule"). The 2025 Rate Schedule shall supersede any prior rate schedules for services performed on or after May 1, 2025.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. **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.

6. **Defined Terms**. All initial capitalized terms used in this Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This 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 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 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
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, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: David Stambaugh

Title: Vice President

Entity: Calvin, Giordano & Associates, Inc.

Addresses for Notice:
Calvin, Giordano + Associates
Attn: David Stambaugh
1800 Eller Drive, Suite 600
Ft. Laud., FL 33316
954-921-7781 (telephone)
DStambaugh@cgasolutions.com (email)

With a copy to:
Attn: Jeannie Fabian
Calvin Giordano + Associates
1800 Eller Drive, Suite 600
Ft. Laud, FL 33316
954-921-7781 (telephone)
jfabian@safebuilt.com (email)

Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

PROFESSIONAL FEE SCHEDULE - 2025 RATES

Principal	$270
Contract Administrator	$250
Project Coordinator	$126
Executive Assistant / Clerical	$93

ENGINEERING

Director, Engineering	$242
Sr. Project Manager	$211
Project Manager	$192
Sr. Engineer	$194
Project Engineer	$169
Engineer	$144
Jr. Engineer	$126
Senior CADD Tech	$146
CADD Technician	$124
Permit Administrator	$118
Engineering Plan Review	$192
Certified Floodplain Manager	$169

LANDSCAPE ARCHITECT

Director, Landscape Architect	$242
Senior LA/Urbanist	$194
Environmental Administrator	$161
Environmental Specialist	$134
Environmental Assistant	$124
Landscape Architect/Urbanist	$178
Senior CADD Tech	$146
CADD Technician	$124
Landscape Inspector/Arborist	$134
Landscape Plan Reviewer	$183
Jr. Landscape Architect/Urbanist	$161
Landscape Designer	$134
Jr. Landscape Designer	$119
Landscape Analyst	$87

SURVEYING

Director, Surveying	$242
Senior Registered Surveyor	$191
Survey Crew	$177
Registered Surveyor	$171
Survey Coordinator	$137
CADD Technician	$124
3D Laser Scanner	$484
G.P.S. Survey Crew	$213

EXPERT WITNESS

Principal	$427
Registered Engineer/Surveyor	$362
Project Engineer	$296

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	$161
Environmental Scientist	$134

CONSTRUCTION

Director, Construction	$242
Sr. Project Engineer (CEI)	$217
Project Administrator (CEI)	$163
Construction Management Director	$180
Construction Manager	$163
Senior Inspector	$134
ITS Inspector	$134
Inspector	$122
Inspector Aide	$117
Construction Coordinator	$126
Resident Compliance Specialist	$122

GOVERNMENT SERVICES

Director, Governmental Services	$242
Director, Code Enforcement	$189
Director, Building Code	$189
Project Manager	$192
Code Enforcement Field Supervisor	$144
Code Enforcement Field Inspector	$122
Special Magistrate Clerk	$93
Building Official	$149
Building Plans Reviewer	$128
Building Inspector	$122
Permit Processor	$93
Engineering Plan Review	$192
Certified Floodplain Manager	$169

PLANNING

Director, Planning	$242
Planning Administrator	$197
Principal Planner	$191
Planning Manager	$191
Senior Planner	$163
Planner	$137
Assistant Planner	$120
Planning Technician	$93
Grants Administrator	$197
Grants Coordinator	$137

DATA TECH DEVELOPMENT

Director, Data Tech Dev.	$242
GIS Coordinator	$191
GIS Specialist	$163
Multi-Media 3D Developer	$146
GIS Technician	$126
Sr. Applications Developer	$242
Applications Developer	$180
Network Administrator	$201
System Support Specialist	$146
IT Support Specialist	$110

Building Code Services
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Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2025

Rates NBV Comparison	RFQ 2019-004 (current rate)					PROPOSED EXTENSION
CGA RATE TABLES	**2014**	**2021**	**2022**	**2023**	**2024**	**2025**
PLANNING						
Principal Planner				$ 178.00	$ 185.00	$ 191.00
Planning Manager	$ 145.00	$ 151.00	$ 167.00	$ 178.00	$ 185.00	$ 191.00
Senior Planner	$ 125.00	$ 130.00	$ 143.00	$ 152.00	$ 158.00	$ 163.00
Planner	$ 105.00	$ 109.00	$ 120.00	$ 128.00	$ 133.00	$ 137.00
Grants Administrator				$ 183.00	$ 191.00	$ 197.00
ENGINEERING (CIVIL & TRAFFIC)						
Project Engineer	$ 130.00	$ 135.00	$ 149.00	$ 157.00	$ 164.00	$ 169.00
Traffic Enginner	$ 130.00	$ 135.00	$ 149.00	$ 157.00	$ 164.00	$ 169.00
Project Manager	$ 150.00	$ 156.00	$ 172.00	$ 179.00	$ 186.00	$ 192.00
LANDSCAPE ARCHITECTURE						
Senior LA/Urbanist	$ 135.00	$ 140.00	$ 154.00	$ 180.00	$ 188.00	$ 194.00
DATA TECH DEVELOPMENT						
GIS Technician	$ 100.00	$ 104.00	$ 115.00	$ 117.00	$ 122.00	$ 126.00

PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTH BAY VILLAGE
AND
CALVIN, GIORDANO & ASSOCIATES, INC.
FOR
PLANNING SERVICES

THIS AGREEMENT is made between **CALVIN, GIORDANO & ASSOCIATES, INC.**, an active, for-profit Florida corporation (hereinafter the "Consultant"), and **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the "Village"). Consultant and Village may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Completive Consultant Negotiation Act, the Village issued Request for Qualifications No. 2019-004 for General Planning Consulting Services Consultants (the "RFQ") to fulfill the day to day operation planning needs of the Village, as well as handle specific planning projects that might arise from time to time; and

WHEREAS, Consultant duly submitted a timely response, was ranked one of the top firms, and was awarded the RFQ by the Village Commission during its January Regular Commission; and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of Planning Services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the Village agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Consultant shall furnish the Planning Services to the Village as set forth in Exhibit "A," "CGA Proposal," dated January 22, 2020, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

1.2 The Parties recognize that, while the Scope of Services does not have a specified schedule, the on-going nature of day-to-day Planning Services will have frequent and regular schedules and timelines by which both the

Village and Consultant must abide as required by applicable state law and Village Code.

2. **Term/Commencement Date.**

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until the conclusion of the Planning Services, unless earlier terminated in accordance with Paragraph 8.

3. **Compensation and Payment.**

3.1 The Village shall pay to Consultant, and Consultant shall be entitled to be paid, a fee, invoiced and payable on a monthly basis, based on the time spent on Village work pursuant to the values in the CGA Proposal. Additional work performed beyond the scope of services in the CGA Proposal ("Additional Work") requires the consent of the Village Manager. Any additional work performed without the Manager's consent shall not be compensable.

3.2 Consultant shall invoice the Village for all services rendered, and the Village shall remit payment to Consultant on a monthly basis. Invoices shall identify the services completed and the amount charged. The Village shall otherwise pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Consultant shall estimate, and obtain approval from the Village Manager prior to incurring, any expenses that may be incurred for Additional Work.

3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Sub-Consultants.**

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

4.2 Any subcontractors used on Village work must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Village.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform the Planning Services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Planning Services as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Village Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any Village related matter.

8. **Termination.**

8.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Consultant fails to cure within five (5) days of receiving notice from the Village of such breach; a failure on the part of Consultant to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of

Consultant that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall stop work on the Project.

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

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

8.5 If the Consultant wishes to terminate this Agreement, it must provide the Village with ninety (90) days written notice. Failure to provide the Village with such days written notice may result in the Consultant being unable to do business with the Village in the future.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Consultant to operate its business.

9.2 The Village may require proof of the aforementioned insurance prior to the commencement of the Services. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

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

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification**.

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or neglect of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or neglectt of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars ($10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:	Ralph Rosado, PhD, AICP Village Manager North Bay Village 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a Copy to:	Daniel A Espino, Esq. Weiss Serota Helfman Cole & Biermam, P.L. 2525 Ponce De Leon Boulevard, 7th Floor Coral Gables, FL 33134
For The Consultant:	Sarah Sinatra Gould Prinicipal Calvin Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

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

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

15.3 Any terms and provisions of the CGA Proposal beyond the scope and cost of services shall supplement the terms herein and be applicable to the Parties, only to the extent that such terms do no contradict the terms of this Agreement.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the Village under this Agreement shall be the property of the Village.

16.2 In addition to other contract requirements provided by law, Consultant shall:

16.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;

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

16.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.

16.2.4 Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

16.3 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Representations and Warranties of Consultant.**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is

required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and

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

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the Village or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

Elora Riera, CMC, Village Clerk

NORTH BAY VILLAGE

By: _____
Ralph Rosado, PhD, AICP, Village Manager
Date: 3/18/20

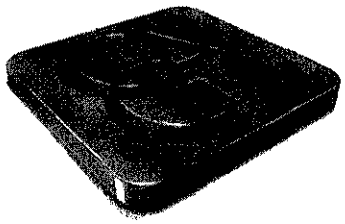
Approved As To Form and Legal Sufficiency for the Use And Reliance of North Bay Village Only:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CALVIN GIORDANO & ASSOCIATES

By: _____
Sarah Sinatra Gould
Date: 3-16-2020

Exhibit "A"
CGA Proposal



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS℠

January 22, 2020

Dr. Ralph Rosado, PhD, AICP
Village Manager
City of North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141

RE: North Bay Village General Planning
CGA Proposal No. 20-3569

Dear Dr. Rosado, PhD, AICP,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Planning Services

A. Review planning and zoning applications.

B. Provide information to the general public as it relates to land development activities within the Village.

C. Provide information to builders and developers as it related to policies and procedures within the Village relative to land planning.

D. Oversee the development and maintenance of land use and zoning maps as required by local and state agencies.

E. Attend staff meetings, Village Commission meetings and Planning and Zoning Board Meetings as required by the Village Manager.

F. Act as staff for the Village to Miami-Dade County, South Florida Regional Planning Council and the State Department of Economic Opportunity.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Compliance
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

G. Develop policies and procedures regarding planning & zoning activities and develop schedules and time frames for processing land development activities.

H. Provide information to the Village Manager or designee on all relevant and applicable planning issues.

I. Coordinate agenda items with the Village Clerk and Village Attorney for the Planning and Zoning Board.

J. Prepare zoning verification letters.

K. Review all development applications including site plans, site plan amendments, rezoning requests, land use plan amendments, vacations, conditional uses, special exceptions and variances.

L. Perform cost recovery development reviews.

M. Oversee any updates to the Comprehensive Plan.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.

- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	**Professional Planning Services**	**Hourly**
II	**Meetings not included in I thru I**	**Hourly**
	TOTAL Hourly (Plus Hourly Services)	**Hourly**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.

- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Sarah Sinatra Gould
Director

ACCEPTANCE OF CONTRACT

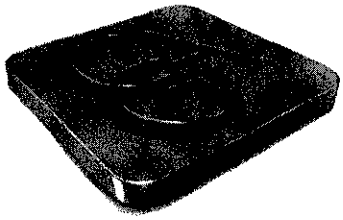
CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-22-20

Name: Sarah Sinatra Gould
Title: Director

By: _____ Date: 3/18/20

Name: Dr. Ralph Rosado, PhD, AICP
Title: Village Manager



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Planner	105.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Leonardo Cosio, Chief of Staff

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH FORERUNNER INDUSTRIES, INC. FOR SOFTWARE SERVICES TO SUPPORT THE VILLAGE'S FLOODPLAIN MANAGEMENT AND PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) IN AN AMOUNT NOT TO EXCEED $11,500 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE RENEWALS; 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 an Agreement with Forerunner Industries, Inc. to support the Village's Floodplain Management.

BACKGROUND AND ANALYSIS

The Village's Certified Floodplain Manager (CFM) recommends that the Village enter into an agreement with Forerunner Industries, Inc. ahead of the 2025 Hurricane Season to be equipped with the resources to best assess and track post-storm data. The Forerunner platform will allow Village staff to keep all data in one place so that it is organized for reporting to the CRS program and to any County, State, and federal agencies, as necessary.

The agreement also includes the following services:

- Managing archived and incoming Elevation Certificates with parcel assignment;
- Automated address geocoding;
- FIRM data assignment;
- Internal per-property document upload, storage, and comment tracking;
- Substantial improvement and damage tracking;
- Public website with elevation certificate search and per-property flood risk information.

There is an annual license fee of $11,500 to the Village for the above services and for accounts for two (2) users. The Village plans to assign the two accounts to the CFM and Building Clerk.

It is recommended that the Village Commission approve an agreement with Forerunner Industries, Inc. for Flood Reporting and CRS Program for an amount not to exceed $11,500.00

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$11,500.00 1st year Budgeted in Building Dept #111-25-524-3160 going forward will be budgeted in the IT Department.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Forerunner Industries Agreement.DOCX
Exhibit A-Forerunner MSA and SOW-Updated 2025-05-12.DOCX
Forerunner -Sole Source Letter.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH FORERUNNER INDUSTRIES, INC. FOR SOFTWARE SERVICES TO SUPPORT THE VILLAGE'S FLOODPLAIN MANAGEMENT AND PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) IN AN AMOUNT NOT TO EXCEED $11,500 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE RENEWALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") participates in the National Flood Insurance Program (NFIP) and seeks to maintain and improve its participation in the Community Rating System (CRS), a voluntary program that encourages communities to reduce flood risk in exchange for discounted flood insurance premiums for residents; and

WHEREAS, Forerunner Industries, Inc. ("Forerunner") offers specialized software services that allow municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the NFIP, and streamline activities related to the CRS program (the "Software Services"); and

WHEREAS, the Village's Certified Floodplain Manager recommends purchasing Software Services from Forerunner to assist the Village with efficiently assessing and tracking floodplain management data; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that there is only one source for the required purchase; and

WHEREAS, the Village Manager has determined that Forerunner is the only vendor that has developed software customized for the extraction and validation of data from Elevation Certificates and for property-level floodplain management analysis, and the sole manufacturer and provider of its unique platform; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Commission desires to approve an agreement with Forerunner, in substantially the form attached hereto as Exhibit "A", to provide the Software Services for an annual license fee of $11,500, with future renewals subject to budgeted funds (the "Agreement"); and

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

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

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

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

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with Forerunner 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 is hereby authorized to take such further action as may be necessary, including the expenditure of budgeted funds, 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 _____, 2025.

_____
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

FORERUNNER

Master Services Agreement & Statement of Work

North Bay Village, FL

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Master Services Agreement

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6. Intellectual Property and Ownership
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2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of April 1st, 2025 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**" **or "Vendor"**), and North Bay Village, Florda, a municipal corporation ("**Customer**" **or "City"**).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
    a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
    b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
    c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
    d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
    e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
    f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
    g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
    h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
    i. **Forerunner Intellectual Property** means:
        1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.

j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.

k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.

l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.

n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.

o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

p. **Term** means the Initial Term and any Renewal Terms.

q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.

r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.

s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services**.

a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").

b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").

c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee

that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer, upon mutual agreement in writing, agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in the Cover Agreement, this Master Services Agreement and any Statement of Work attached and incorporated by reference.

3. **Customer Responsibilities; Restrictions; and Suspension.**

a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.

b. **In addition, Customer shall**:

i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.

ii. Use commercially reasonable efforts to ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.

iii. Customer and Forerunner shall promptly each other of any breach of security or unauthorized use of its account.

iv. Comply with all applicable local, state, federal and foreign laws in using the Services.

c. **Restrictions.**

i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.

ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.

iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.

iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.

v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.

vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.

vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.

viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).

ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

x. Customer shall use commercially reasonable efforts to not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.

xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.

4. **Fees; Payment Terms; Taxes; Customer Acknowledgement**. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

i. Fees are based on the Services purchased.

ii. Payment obligations are non-cancelable.

iii. Fees paid for services rendered are non-refundable.

iv. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 7% increase over the prior Term's Annual Fee.

b. **Payment Terms.**

i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.

c. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

5. **Term; Termination.**

a. **Term**. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

b. **Renewal.** This Agreement may be renewed for three additional one (1) year periods, subject to written agreement of both parties in the form of an amendment to this agreement.

c. **Termination.**

i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).

ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).

iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.

v. **Effect of Expiration of Term; Termination; Survival**. Upon expiration of Term or earlier termination:

1. The Services will terminate and each party will cease use of the other party's Confidential Information.
2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
3. Forerunner may, but is not obligated to, delete stored Customer Materials.
4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **Intellectual Property and Ownership.**

a. **Forerunner Intellectual Property**.

i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph **"Limited License."**

ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

b. **Customer Data.**

i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. **Publicity and Marketing.** The parties agree that:

a. Forerunner may include Customer's name and logo in its customer lists and on its website.

b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.

c. Customer will use reasonable efforts to act as a reference for Forerunner.

d. Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. **Confidential Information.**

Forerunner represents that the software and services contain proprietary products and trade secrets of Forerunner. Accordingly, to the full extent permissible under applicable law, Customer agrees to treat intellectual property within the software or the hosted service as confidential in accordance with this article. For any other material submitted to Customer, Forerunner must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Forerunner contends, constitutes, or contains its trade secrets under Chapter 119, Florida Statutes, or (b) for which Forerunner asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Forerunner must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Customer, Forerunner must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Customer for records designated by Forerunner as Restricted Material or for trade secret material in the Software or the Hosted Service, Customer shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Forerunner, or the claimed exemption is waived. Any failure by Forerunner to strictly comply with the requirements of this section shall constitute Forerunner's waiver of Customer s obligation to treat the records as Restricted Material. Forerunner must indemnify and defend Customer and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material or materials relating to the Software or the Hosted Service in response to a third-party request.

9. **Representations and Warranties.**
    a. **Customer**.
        i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
        ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
            1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
            2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
            3. Use the Services in compliance with all Applicable Laws.
    b. **Forerunner**. Forerunner represents and warrants to Customer that it will:
        i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
        ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
        iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
        iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
            1. For scheduled maintenance.
            2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
            3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
                a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;

b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties**.
    a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
    b. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Limitation of Liability**.
    a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
        i. Any loss of revenue or profit.
        ii. Cost of replacement goods or services.
        iii. Loss of goodwill or reputation.
        iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
        v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
        vi. Damage or losses caused by any third party materials used in connection with the services.
        vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.
    b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.

12. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
    a. Personally delivered.
    b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
    c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
    d. Upon receipt, if sent by certified or registered mail, return receipt requested.

13. **Miscellaneous**.
    a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and

permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.

b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.

d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.

j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.

k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

o. Indemnification. To the extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Vendor, its respective officials, agents, employees or subcontractors in the Vendor's performance of Services pursuant to this Agreement, including the City's own negligence. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

p. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

q. Governing Laws. This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT

14. **Statutory Compliance.**

a. **Scrutinized Companies.**

1. Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor or its subcontractors are found to have submitted a false certification; or if the Vendor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Vendor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

b. **E-verify.** Vendor shall comply with and be subject to Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement.

c. **Entities Of Foreign Countries Of Concern.** Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is included in the Required Forms in Attachment 1 hereto. The City reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

d. **Noncoercive Conduct For Labor.** The Vendor shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Vendor execute the Affidavit included in the Required Forms in Attachment 2, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

e. **Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, 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 Vendor under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Vendor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

f. **Public Entity Crimes.** Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

g. **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is for services costing $100,000.00 or more, the Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. The Vendor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed to the CITY before execution of this Agreement, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

h. **PUBLIC RECORDS**

1. Vendor agrees to keep and maintain public records in Vendor's possession or control in connection with Vendor's performance under this Agreement. Vendor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
2. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
3. Upon request from City custodian of public records, Vendor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
5. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by Vendor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
6. Any compensation due to Vendor shall be withheld until all records are received as provided herein.
7. Vendor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	**ALBA L. CHANG, CMC**
Mailing address:	**1666 KENNEDY CAUSEWAY, SUITE 300** **NORTH BAY VILLAGE, FL 33141**
Telephone number:	**305-756-7171**
Email:	**VILLAGECLERK@NBVILLAGE.COM**

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.	**North Bay Village, FL**
Signed:	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date:	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of April 1st, 2025 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the North Bay Village, Florida, a municipal corporation ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on April 1st, 2025. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: **North Bay Village, FL**
Customer Address: 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141
Customer Contact Name: Leonardo Cosio
Contact Email: lcosio@nbvillage.com
Contact Phone: 305-756-7171

Billing Contact Name:
Billing Contact Email:
Payment Type (Ex. ACH, Check):
Purchase order signature necessary? (Y/N):

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	$11,500
~~**One-time Set-up**~~ *Waived if signed by April 15th, 2025*	~~One-Time~~	~~$3,000~~

Description of Forerunner Software and Services

1. **Software and Services**. Forerunner will provide the following software and services to the Customer:
    a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request.
        i. **Data augmentation.** When available, data extraction will include:
            b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
            c. Automated Elevation Certificate parcel assignment, subject to the terms and conditions of the Master Services Agreement.
            d. FIRM data assignment.
            e. Datum conversion.
    b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
        i. Accounts for up to two (2) users. Additional seats available for added fee.
        ii. Forerunner internal dashboard
            a. Elevation Certificate management.
                i. Internal Elevation Certificate upload.
                ii. Elevation Certificate table with filtering.
                iii. Elevation Certificate download.
            b. Internal document management.
                i. Internal per-property document upload and storage.
            c. Activity tracking.
                i. Activity tracking for internal actions taken in dashboard.
                ii. Per-property comment tracking.
            d. Substantial Improvement and Damage tracking
            e. Mapping.
                i. FIRM map overlay(s) where available.
                ii. Address search.
                iii. Per-property building attribute data, where available.
            f. Automated Elevation Certificate error detection for:
                i. Residential structures only.
                ii. Documents with form dates more recent than 2015.
                iii. Documents with issue dates more recent than Effective FIRM date for location.
            g. Per-property communication log.
                i. Log export.
            h. Dashboard permissions.
                i. Segmented access to dashboard functionality by role type.
                ii. Ability to add new users and set roles.
        iii. Public Website.
            a. Elevation Certificate public search including:
                i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
                ii. PDF document view.
            b. Public property profiles displaying flood risk information.

i. Share public profile functionality and communication log tracking on internal dashboard.

c. Property search by address.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting**.
   a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
   b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
   c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
   d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.	**North Bay Village, FL**
Signed:	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date:	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

ATTACHMENT 1
REQUIRED FORMS

AFFIDAVIT REGARDING ENTITIES OF FOREIGN COUNTRIES OF CONCERN

_____ (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____
Title: _____
Signature: _____ Date:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 2024, by _____(name of person acknowledging) as _____(type of authority (e.g. officer, trustee, attorney in fact) for _____

_____
Notary Public
State of Florida at Large

My Commission Expires:

My Commission Number:

ATTACHMENT 2

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Vendor authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services in accordance with Section 787.06.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this__ day of_____, 2024, by _____ _____(name of person acknowledging) as _____(type of authority e.g. officer, trustee, attorney in fact) for _____.

_____
Notary Public
State of Florida at Large

My Commission Expires:

My Commission Number:

Forerunner Sole Source Justification



FORERUNNER

Forerunner

Documentation of Forerunner's software features and unique functionality

Executive summary

Forerunner is software designed to help with Floodplain Management. Our Platform simplifies workflows and saves time for resource-constrained communities, while our Public flood website provides a turn-key flood website for residents.

Forerunner Industries, Inc. is the only vendor that provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner is also the only vendor available that has developed software customized for the extraction and validation of data from Elevation Certificates and for property-level floodplain management analysis.

Key distinguishing features

Forerunner Industries, Inc. warrants that the Platform is a sole source product and that Forerunner Industries, Inc. is the sole manufacturer and sole provider of the Platform. Forerunner Industries, Inc. further warrants that it is the only source for onboarding and customization, training, and customer support services for the Forerunner software. There are no similar or competing products that use machine learning to extract, synthesize, and draw conclusions from floodplain data and Elevation Certificates. The Platform is also unique in its individual features, a summary of which is below:

Elevation Certificate processing & error detection

- The Platform uses Machine Learning and Object Character Recognition to automated data extraction with custom templates for all Elevation Certificate document types, including:
  - 1982 Elevation Certificate
  - 1984 Elevation Certificate
  - 1987 Elevation Certificate
  - 1990 Elevation Certificate
  - 1993 Elevation Certificate
  - 1996 Elevation Certificate
  - 1999 Elevation Certificate
  - 2002 Elevation Certificate
  - 2005 Elevation Certificate
  - 2009 Elevation Certificate
  - 2012 Elevation Certificate
  - 2015 Elevation Certificate
  - 2018 Elevation Certificate
  - 2022 Elevation Certificate
  - 2026 Elevation Certificate

- The Platform provides field-level validation on every Elevation Certificate value to increase the accuracy of our extraction.
- The Platform uses the extracted Building Street Address from the Elevation Certificate to automatically geocode the document to a specific coordinate, and display the document location on a geospatial dashboard.
- Once an Elevation Certificate coordinate has been established, the Platform will create a relationship between the Elevation Certificate location and the corresponding parcel that the coordinate falls within.
- For every Elevation Certificate processed, the Platform will provide an automated vertical datum conversion (from NGVD29 to NAVD88) of each value in the Building Elevation Information by establishing a datum conversion factor.
- Using the values extracted from customer's Elevation Certificates and parcel-level flood determinations, the Platform will provide a Lowest Floor Elevation determination for every Elevation Certificate where data is available following FEMA guidance.
- For every Elevation Certificate processed, the Platform allows a user to report a data issue if a field is incorrectly transcribed.
- The Platform allows users to export all Elevation Certificates and document data in multiple formats including shapefile, zipped PDFs, and csv. There is also an export for the CRS program.
- The Platform will validate the data extracted from every Elevation Certificate against 150 different issues following FEMA guidance. The individual Error Detection issues and triggers can be viewed in our Error Detection Guide.
- Where an extracted value from an Elevation Certificate does not meet the acceptance criteria for the field, the Platform will flag the Elevation Certificate for inspection.
- The Platform allows a user to ignore an issue on an individual Elevation Certificate while also allowing for an issue to be turned off at the account level.
- For every Elevation Certificate processed, the Platform allows a user to report a data issue if they find an incorrect issue.

Flood and property level data

- The Platform stores FEMA Flood Insurance Rate Map (FIRM) data and allows users to compare data side-by-side.
- The Platform imports and updates tax assessor parcel data (including parcel geometry and valuation data).

- The Platform uses FIRM data and parcel geometry to identify the Flood Zone, Base Flood Elevation, Floodway, Coastal A Zone & Pre/Post-FIRM determinations for every parcel.
- The Platform allows users to override Flood Zone, Base Flood Elevation, Floodway, and Coastal A Zone determinations for any parcel, ensuring accurate determination info.
- The Platform allows users to upload any floodplain document to a property including, but not limited to, V-Zone Certificates, Floodproofing Certificates, Appraisals, Substantial Damage Determination Letters, Building Permits, and more.
- The Platform allows users to track ECs, Documents, SI/SD, and more on individual structures within a parcel.

Substantial Improvement and Substantial Damage

- The Platform allows for tracking of Substantial Improvement and Substantial Damage costs on a per-property level.
- The Platform will automatically calculate the full assessed value of a structure for use in SI/SD using the improvement value and the account's adjustment ratio.
- The Platform accommodates different SI/SD tracking periods including: per-project, cumulatively over a number of years, and lifetime of building.
- When a property is close to the SI/SD threshold, or exceeds the SI/SD threshold, the Platform will show a warning.
- The Platform also allows for tracking of Preliminary Damage Assessments on a per-property level.
- When a property is tagged with a damage level from a Preliminary Damage Assessment, the Platform will show a warning.

Resident logs

- The Platform allows for tracking of Resident logs for CRS purposes on a per-property level.
- The Platform will pre-populate a Resident log with relevant information if the log is attatched to a property or created when sharing a Public link.
- When a community is ready to submit documentation for CRS purposes, the Platform allows for an export of the Resident logs over any specified time-range.

Public flood website

- A public flood website is generated for every account and will be white-labeled including a communities name, brand colors, and Logo.
- Visitors to the Public flood website will be able to search for their property's FIRM data including Flood Zone, Base Flood Elevation, Design Flood Elevation, Floodway, Coastal A Zone, Pre/Post-FIRM and more.
- Visitors to the Public flood website will be able to request help, which generates a new Resident log within the community's account and send a notification via email.
- Visitors to the Public flood website will be able to view all Elevation Certificates that the community has on file, unlocking credits within the CRS program (activity 352.c).

Repetitive Loss Property tracking

- The Platform allows for tracking of Repetitive Loss data on a per-property level.
- The Platform allows users to upload a Repetitive Loss data .CSV and will automatically geocode the properties on the spreadsheet and associate them to a parcel.
- If a property is Repetitive Loss or Severe Repetitive Loss, the Platform will show a warning. These warnings can be viewed on a per-property basis, or across the entire account.
- Repetitive Loss data is only shown to internal users who have the Personally Identifiable Information permission set to true.
- Anytime a user views the Repetitive Loss data for a specific property, the activity will be logged on the property's activity feed.

Document Generation

- The Platform enables users to generate templated letters, and automatically populates the letter with property information.
- The Platform saves the document on the internal dashboard, and gives the option to share publicly on the communities public flood website.

If you have any questions please do not hesitate to contact me. I appreciate your interest in our product and hope that we will have the opportunity to work with your team.

JT White
CEO, Forerunner
jt@withforerunner.com

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS WITHIN FDOT RIGHT OF WAY ALONG STATE ROAD 934 (NE 79TH STREET/KENNEDY CAUSEWAY) RELATED TO THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX SIGNALIZATION PERMIT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to execute a Construction Agreement with the Florida Department of Transportation (FDOT) for the Village Hall Signalization Permit.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval of a construction agreement with the Florida Department of Transportation (FDOT) for the right-of-way improvements related to the Village Hall and Public Safety Complex.

On October 5, 2022, North Bay Village issued a Request for Qualifications No. 2022-005, seeking architectural and engineering design services for the Village Hall and Public Safety Complex Project to be located at 1335 79th Street. Subsequently, on January 10, 2023, the Village Commission adopted Resolution No. 2023-004, selecting Wannemacher Jensen Architects, Inc., as the most qualified firm for these services.

As the project advances, the Village is expediting a Signalization Permit from the Florida Department of Transportation (FDOT) to implement improvements along the FDOT right-of-way on State Road 934 (NE 79th Street/Kennedy Causeway). To obtain this permit, the Village must enter into a Construction Agreement with FDOT. Once this agreement is signed,

FDOT will provide the "Exhibit A" document, which will specify the improvements on its right-of-way.

It is recommended that the Village Commission authorize the Village Manager to execute a construction agreement, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency with the Florida Department of Transportation for improvements within FDOT Right of Way.

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

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -FDOT Construction Agreement - Village Hall.DOCX
Exhibit A-FDOT Signalization Agreement.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS WITHIN FDOT RIGHT OF WAY ALONG STATE ROAD 934 (NE 79TH STREET/KENNEDY CAUSEWAY) RELATED TO THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX; PROVIDING FOR AUTHORIZATION; AND PROVDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project") to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway (the "Property"); and

WHEREAS, on January 10, 2023, the Village Commission adopted Resolution No. 2023-004 selecting Wannemacher Jensen Architects, Inc. (the "Consultant") as the most highly qualified firm and authorizing the Village Manager to negotiate an agreement with the Consultant to provide the Services for the Project; and

WHEREAS, as part of the Village's design of the Project, the Village is coordinating with the Florida Department of Transportation ("FDOT") to make certain improvements along FDOT right-of-way on State Road 934 (NE 79th Street/Kennedy Causeway); and

WHEREAS, FDOT requires that the Village enter into a Construction Agreement providing for the Village to make improvements on FDOT right of way, in the form attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Village Manager recommends that the Village Commission approve the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

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

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement with FDOT in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is further authorized to execute future renewals and extensions of the Agreement without further Village Commission approval.

Section 4. Implementation. That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement.

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

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

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

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
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

CONSTRUCTION AGREEMENT

Construction Agreement No.: _____

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) _____ (hereinafter referred to as the "DEPARTMENT") and (Name) NORTH BAY VILLAGE (Address) 1666 KENNEDY CAUSEWAY-N BAY VILLAGE, FL 33141 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 934 Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name NORTH BAY VILLAGE CITY HALL AND SAFETY COMPLEX located in MIAMI-DADE County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of TRAFFIC SIGNALIZATION PER PLANS. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars ($ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars ($ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars ($ _____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within _____ days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:
Name FRANK ROLLASON Title VILLAGE MANAGER
Office No. _____ Cell 305.756.7171 Email villagemanager@nbvillage.com
Address 1666 KENNEDY CAUSEWAY-N. BAY VILLAGE, FL 33141

DEPARTMENT CONTACT INFORMATION:

Name _____ Title _____
Office No. _____ Cell _____ Email _____
Address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

_____

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EMERGENCY EXPENDITURES RELATED TO THE PURCHASE OF REPLACEMENT PUMPS AND SERVICES FOR THE TREASURE ISLAND AND VILLAGE HALL SEWER PUMP STATIONS IN THE AMOUNT OF $62,284.10; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORK DIRECTOR STEVEN BUCKLAND)**

RECOMMENDATION

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to DoneRite, with a total expenditure of $62,284.10.

BACKGROUND AND ANALYSIS

The proposed resolution seeks approval from the Village Commission to ratify emergency expenditures for the Treasure Island and Village Hall Pump Stations.

In February 2025 the Treasure Island pump station suffered a failure of both pumps due to foreign material contamination and was put on bypass. It was determined that due to the age of the pumps, and their inability to process foreign matter, the Village would be best served by installing new pumps that were equipped with grinder impellers. Staff received Village Manager approval to proceed and ordered the replacement pumps from DoneRite at a total cost of $28,186.30. The pumps were put into service in April 2025 and the pump station is now fully operational.

In April of 2025 the Village Hall Pump Station suffered a failure of one of the two pumps. DoneRite was called to replace the pump with the spare pump the Village had in stock. Unfortunately, the spare pump was found to be damaged and in need of extensive repairs.

The station was placed on bypass and staff received Village Manager approval to proceed with emergency repairs by DoneRite at a total cost of $34,097.80. The pump was put back into service in April 2025 and the pump station is now fully operational.

Pursuant to §36.25 (I)Emergency procurements.
Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

In the interest of public health and safety, the Public Works Director requested that the Village Manager approve the emergency repair. It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to DoneRite, with a total expenditure of $62,284.10.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
These repairs need to be done, and it requires a budget amendment from Appropriation of Fund Balance #430-00-389-3890 for $62,284.10 to acct #430-35-535-4607

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying Emergency Repairs- Pump Stations.DOCX
Exhibit A-inv.18832.pdf
Exhibit B-inv.18888.pdf
Exhibit C-Budget Amendment Repairs to the Pump Station.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EMERGENCY EXPENDITURES RELATED TO THE PURCHASE OF REPLACEMENT PUMPS AND SERVICES FOR THE TREASURE ISLAND AND VILLAGE HALL SEWER PUMP STATIONS IN THE AMOUNT OF $62,284.10; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in February 2025, the North Bay Village (the "Village") Treasure Island Pump Station suffered a failure of both pumps due to foreign material contamination and was put on bypass; and

WHEREAS, Village staff engaged Done Rite (the "Contractor") for emergency repair services; and

WHEREAS, due to the age of the pumps, and their inability to process foreign matter, it was determined that the Village would be best served by installing new pumps that were equipped with grinder impellers; and

WHEREAS, subsequently, in April 2025, one of the two pumps at the Village Hall Pump Station suffered a failure and the Village engaged the Contractor for emergency repair services, including replacing the damaged pump; and

WHEREAS, the Contractor provided the Village with the invoices attached hereto as Exhibit "A" and Exhibit "B" (the "Invoices") for the purchase of replacement pumps, inclusive of related repair and installation services in the total amount of $62,284.10 (the "Emergency Expenditures"); and

WHEREAS, Section 36.25(I) of the Village Code provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, the Village Commission wishes to ratify the Emergency Expenditures for the Treasure Island and Village Hall sewer pump stations in the amount of $62,284.10; and

WHEREAS, on September 24, 2024, the Village Commission adopted Resolution No. 2024-089 approving the budget for fiscal year 2024-2025 (the "Budget"); and

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

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

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

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

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

Section 2. Ratifying Purchase. That the Village Commission hereby ratifies the Emergency Expenditures for the Treasure Island and Village Hall sewer pump stations in the amount of $62,284.10.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the Budget by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

Section 4. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED on this ___ day of May, 2025.

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

4240 NW 133rd St
Opa-Locka, FL 33054
(305) 953-3380 / (305) 953-3380
serviceinquiry@wearedonerite.com

Invoice

DATE	04/09/2025
INVOICE#	18832
TERMS	NET 30
DUE DATE	05/09/2025

BILL TO

City of North Bay Village
North Bay Village
Public Works Division
North Bay Village FL 33021
(786) 447-8145
pwdocuments@nbvillage.com

SERVICE LOCATION

City of North Bay Village
TIM SMITH
North Bay Village
Public Works Division
North Bay Village FL 33021
(786) 447-8145
pwdocuments@nbvillage.com

JOB#	DATE	PO/REF#	DESCRIPTION
10347339870	04/09/2025		(2) NEW PUMPS FOR TREASURE LIFT STATION, (1) REBUILT PUMP, AND INSTALL OF (2) PUMPS IN THE STATION.

PUMP MANUFACTURER: KEEN
PUMP MODEL: K4RH50M2-23-56FRM
PUMP SERIAL / ASSET NUMBER:
PUMP HORSE POWER: 5
PUMP VOLTAGE: 230
PUMP RPM: 1750

Job Charges	Qty	Rate	Total
MISCELLANEOUS PARTS PROVIDE CUSTOMER WITH (2) NEW ABOVE MENTIONED PUMPS.	2.00	$6,148.45	$12,296.90
MISC-Service DISASSEMBLE PUMP, INSPECT ALL PARTS, CLEAN AND SANDBLAST ALL PARTS, REWIND STATOR, DOUBLE DIP AND BAKE, DYNAMICALLY BALANCE IMPELLER WITH ROTOR, FURNISH AND INSTALL NEW SHAFT SLEEVE, FURNISH AND INSTALL NEW MECHANICAL SEAL KIT, FURNISH AND INSTAL NEW O-RING KIT, FURNISH AND INSTALL 2 NEW BEARINGS, FURNISH AND INSTALL 110 FEET OF POWER CORD AND SENSOR CORD, REASSEMBLE, FILL WITH OIL, PAINT AND TEST.	1.00	$2,598.20	$2,598.20
MISC-Service PROVIDE FIELD SERVICE PERSONNEL AND ALL EQUIPMENT REQUIRED TO INSTALL (2) PUMPS FOR THE ABOVE MENTIONED LIFT STATION, CONNECT THE PUMPS ELECTRICALLY, TEST SYSTEM AND LEAVE SYSTEM OPERATIONAL.	1.00	$1,320.00	$1,320.00
MISC-Service REMOVE AND INSTALL LONER CORD ASSEMBLY CAP WITH 110 FT. 8-4 W 56 FOR EACH PUMP	2.00	$2,992.80	$5,985.60
MISCELLANEOUS PARTS REMOVE AND INSTALL LONER CORD ASSEMBLY CAP WITH 110 FT. 8-4 W 56 FOR EACH PUMP	2.00	$2,992.80	$5,985.60
Job Subtotal			**$28,186.30**
Job Total			**$28,186.30**

PRE-WORK SIGNATURE

Signed By:

POST-WORK SIGNATURE

Signed By:

CUSTOMER MESSAGE

Invoice Total:	**$28,186.30**
Deposits (-):	**$0.00**
Payments (-):	**$0.00**
Total Due:	**$28,186.30**

4240 NW 133rd St
Opa-Locka, FL 33054
(305) 953-3380 / (305) 953-3380
serviceinquiry@wearedonerite.com

Invoice

DATE	04/15/2025
INVOICE#	18888
TERMS	NET 30
DUE DATE	05/15/2025

BILL TO

City of North Bay Village
North Bay Village
Public Works Division
North Bay Village FL 33021
(786) 447-8145
pwdocuments@nbvillage.com

SERVICE LOCATION

City of North Bay Village
TIM SMITH
North Bay Village
Public Works Division
North Bay Village FL 33021
(786) 447-8145
pwdocuments@nbvillage.com

JOB#	DATE	PO/REF#	DESCRIPTION
7349	04/04/2025		FLYGT 88 HP LIFT STATION PUMP

PUMP MANUFACTURER: FLYGT
PUMP MODEL: 3300.181-4519
PUMP SERIAL / ASSET NUMBER: 3300-181-1520001
PUMP HORSE POWER: 88
PUMP VOLTAGE: 1770
PUMP RPM: 460

Job Charges	Qty	Rate	Total
MISC-Service DISASSEMBLE PUMP, INSPECT ALL PARTS, CLEAN AND SANDBLAST ALL PARTS, BURN OUT STATOR, RECORD DATA, REWIND STATOR, DOUBLE DIP AND BAKE, DYNAMICALLY BALANCE ROTOR AND WITH NEW IMPELLER, FURNISH AND INSTALL 2 NEW BEARINGS, FURNISH AND INSTALL NEW MECHANICAL SEALS UPPER AND LOWER, FURNISH AND INSTALL NEW O-RING KIT, FURNISH AND INSTALL NEW OIL HOUSING, FURNISH AND INSTALL NEW OUTER STEEL CASING, REASSEMBLE, FILL WITH OIL, PAINT AND TEST.	1.00	$7,650.00	$7,650.00
MISCELLANEOUS PARTS NEW IMPELLER 454 CI, PART # 393 84 00	1.00	$9,877.35	$9,877.35
MISCELLANEOUS PARTS OIL HOUSING PART # 620 78 00	1.00	$7,756.75	$7,756.75
MISCELLANEOUS PARTS OUTER STEEL CASING PART # 319 12 01	1.00	$7,817.70	$7,817.70
Job Subtotal			**$33,101.80**
FREIGHT		$996.00	$996.00
Job Total			**$34,097.80**

PRE-WORK SIGNATURE

Signed By:

POST-WORK SIGNATURE

Signed By:

CUSTOMER MESSAGE

Invoice Total:	**$34,097.80**
Deposits (-):	**$0.00**
Payments (-):	**$0.00**

Total Due:	**$34,097.80**

Budget Amendment Form

Department	UTILITY ADMINISTRATION	Date	5/5/2025
Fund(s) to be changed:	UTILITIES		

GL Account	GL Line Item	Transfer to:	Transfer from:
430.35.535.4607	REPAIR & MAINTENANCE BUILDING	$ 62,284.10	$ -
430.00.389.3890	APPROPRIATION OF FUND BALANCE	$ -	$ 62,284.10
		$ -	$ -
		$ -	$ -
		$ -	$ -
TOTAL (Columns must be equal)		**$ 62,284.10**	**$ 62,284.10**

Description:

BUDGET AMENDMENT IN THE AMOUNT OF $34,097.80 TO REPAIR FLYGT 88 HP LIFT STATION PUMP AND $28,186.30 FOR THE PURCHASE (2) NEW PUMPS FOR TREASUERE LIFT STATION (1) REBUILT PUMP AND INSTALL OF (2) PUMPS IN THE STATION. APPROPRIATION OF FUND BALANCE 430.00.389.3890 TO THE REPAIR & MAINTENANCE OF BUILDING 430.35.535.4607.

Department Director: _____ **Date:** _____

Chief Financial Officer: _____ **Date:** _____

Village Manager: _____ **Date:** _____

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL SAMPLING, DRAFTING OF A SITE ASSESSMENT REPORT ADDENDUM, AND PREPARATION OF UPDATES TO THE SOIL MANAGEMENT PLAN FOR THE 1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $80,766 PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

Staff recommends that the Village Commission approve the proposal from Kimley-Horn and Associates in the amount of $80,766.00 for soil management services at the Galleon Street redevelopment project.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's consideration and approval of a work order submitted by Kimley-Horn and Associates for a site assessment of the Galleon Street property.

On December 12, 2023, the North Bay Village Commission adopted Resolution No. 2023-161, approving the site plan for the Village-owned property at 1841–1851 Galleon Street and the adjacent Treasure Island Elementary School. This site is currently being redeveloped for the construction of a new Village Community Center.

To advance the project, the Village has engaged Kimley-Horn and Associates, Inc. in accordance with the terms of the continuing engineering and consulting services agreement. Kimley-Horn has submitted a proposal to continue its services, totaling $80,766.00, as outlined in the attached Work Order [#4].

The Scope of Services includes:
* Site Assessment and SARA (Site Assessment Report Addendum) Preparation
* Soil Sampling
* Preparation of a Site Assessment Report Addendum
* Response to Regulatory Comments

It is recommended that the Village Commission approve the proposal from Kimley-Horn and Associates in the amount of $80,766.00 for soil management services in support of the Galleon Street redevelopment project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Budgeted in the Parks Improvement Plan #320-61-630-6204

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Wo to KHA for Soil Sampling.DOCX
Reso Exhibit A - NBV ReDev WO 4 signed by KH.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL SAMPLING, DRAFTING OF A SITE ASSESSMENT REPORT ADDENDUM, AND PREPARATION OF UPDATES TO THE SOIL MANAGEMENT PLAN FOR THE 1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $80,766 PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, on April 26, 2024, the Village entered into an agreement with Kimley-Horn and Associates, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village is in the process of redeveloping Village-owned property located 1841-1851 Galleon Street (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Consultant submitted a proposal to provide the services described in the Work Order attached hereto as Exhibit "A" that are needed for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $80,766 (the "Work 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. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

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

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

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

Mayor Rachel Streitfeld, Esq.	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Dr. Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of May, 2025.

_____
Rachael Streitfeld, Esq., Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 04

Dated this 10th day of March 2025

NORTH BAY VILLAGE
PUBLIC WORKS DEPARTMENT

1851 Galleon Street Redevelopment Project

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract.

PROJECT DESCRIPTION

North Bay Village is looking to redevelop the parcel located at 1841 Galleon Street. Historically, the Client completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. Results of the Phase II identified petroleum contaminated soils and groundwater associated with an underground storage tank system utilized for equipment and fleet vehicle refueling. Reportedly, the UST was removed, but contaminated soils have remained and may be contributing to groundwater contamination. Kimley-Horn completed a limited contamination assessment on March 5 and 6, 2024 that identified soil impacts in the majority of soil borings installed across the property. Contaminants of concern in soil include arsenic, TRPH, and congeners of the benzo(a)pyrene group (BaPs). Additionally, arsenic and benzene were detected in shallow groundwater samples at concentrations exceeding their respective GCTLs/MCLs.

An Initial Site Assessment Report was prepared and submitted to DERM for review and comment. In a meeting with Mr. Wilbur Mayorga, Section Chief for Pollution and Remediation Services (PRS), Mr. Mayorga explained the potential options for assessment and a pathway to closure for the site.

Based on the findings of the initial site assessment and conversation with DERM, Kimley-Horn proposes to further evaluate the extents of soil and groundwater impacts on the property in accordance with Miami-Dade Code Chapter 24-44 and Chapter 62-780, F.A.C. The Village has requested this proposal to continue with the assessment of contamination across the site.

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order.

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. No permitting services are included in this scope of work.

SPECIFIC SCOPE OF SERVICES

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

Task 1 – Site Assessment & SARA Preparation

Kimley-Horn's scope of services for conducting the Site Assessment consists of the tasks set forth below.

Task 1.1 Soil Sampling

Kimley-Horn proposes to contract a licensed driller to install up to forty-six (46) soil borings across the site, as depicted on the attached figure. The soil borings will be installed to the depth of groundwater, which was encountered at approximately 6 feet below land surface (bls). Soil samples for laboratory analysis will be collected from the following depth intervals: land surface to 0.5 ft., 0.5 feet to 2 feet, 2 feet to 4 feet, and 4 feet to 6 feet.

Kimley-Horn will collect soil samples from areas surrounding the previous borings exceeding the residential soil cleanup target levels for total recoverable petroleum hydrocarbons (TRPH) and petroleum aromatic hydrocarbons (PAHs). In areas of TRPH exceedances, DERM has requested that the samples be speciated to determine if the congeners of TRPH meet the criteria for residential land use.

In the areas of arsenic impacts, these areas will be screened in the field with an X-ray Fluorescence (XRF) Analyzer. The XRF Analyzer is a field screening tool that measures metals

concentrations in parts per million (ppm), which is equivalent to milligrams per kilogram (mg/kg). Alternative background soil cleanup target levels for arsenic of 11.5 mg/kg (0-2 ft. highest background concentration) and 6.8 mg/kg (2-4 ft. highest background concentration) will be used for delineation purposes. As such, based on the field screening results, additional borings may need to be installed until XRF readings below 11.5 ppm in the 0-2 ft. interval and 6.8 ppm in the 2-4 ft. interval are achieved to complete delineation. At that time, soil samples for laboratory analysis will be collected.

Based on the results of the previous sampling conducted at the site, soil samples will be analyzed for the following:

Map Symbol	Parameter	Method
	Arsenic	EPA Method 6010
	Petroleum Aromatic Hydrocarbons (PAHs)	EPA Method 8270
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO
	TPRH Speciation	FL TPHCWG

All samples collected from the Site will be delivered under chain-of-custody protocol to a National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory.

Task 1.2 Site Assessment Report Addendum Preparation

Upon receipt of lab results, Kimley-Horn will prepare a Site Assessment Report Addendum (SARA) detailing the sampling results, providing tables and figures depicting sampling locations and concentrations. The report will include recommendations for next steps, as applicable. The SARA will be provided to the Village for review prior to submittal to DERM.

Task 2 – Response to Comments

Task 2.1 Response to Comments – Site Assessment

Upon completion of site assessment activities outlined above under Task 1, Kimley-Horn will prepare a response letter to address the comments from DERM's November 19, 2024 and January 28, 2025 comment letters. The response letter will provide information requested by DERM, along with making revisions to previous report figures/tables and include the information/results from Task 12, above. The response letter will be provided to the Village for review prior to submittal to DERM.

Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits

Referenced in Chapters 62-770, 62-777, 62-780, 62-782, and 62-785, F.A.C.

Intended Use of This Document

This document is intended to assist project managers with the selection of appropriate analytical methodology during the development of Data Quality Objectives (DQOs) for assessing contamination in cases where cleanup target levels are below the sensitivity of published methods and also as an aid in the data review process. The tables included in this document provide **target** Practical Quantitation Limits (PQLs) for selected[1], published analytical methods where laboratory PQLs have frequently been found to be higher than Cleanup Target Levels (CTLs). Data consumers and project managers can use the published PQLs as *guidelines* during project development and data review a) to ensure that adequately sensitive analytical techniques are utilized to address project DQOs, b) as an aid in assessing whether good faith efforts were made to achieve the best possible detection and quantification for the test conditions, and c) to help determine whether or not project goals for required remediation have been achieved.

Development of Data Quality Objectives

As a first step prior to project initiation, it is important to identify Data Quality Objectives (DQOs), identify Measurement Quality Objectives (MQOs), establish a reasonable framework for analytical work, and as a part of this framework, develop Data Quality Indicators (DQIs) including those for sensitivity (detection and quantification). During the development of project DQOs and prior to initiation of any project, the laboratory should be included in the method selection process. The laboratory is often best positioned to understand the effects that specific sample matrices may have on method performance, including method sensitivity. Furthermore, the laboratory may be able to suggest various approaches to minimizing the impact the sample matrix may have on data quality, including alternative methods that optimize the project objectives while still satisfying project DQOs, MQOs and DQIs. Additionally, project managers should independently assess the laboratory's capability and accreditation status for methods that may be required to fulfill project objectives.

For some contaminants, CTLs published in Chapter 62-777, F.A.C. may be below laboratory PQLs for certain methods. In those cases, special care must be taken in project planning and in establishing project DQOs and selection of methods, as well as in assessing project data.

Selection of the analytical method should not be solely based on the sensitivity of the instruments and/or methodology. It is equally important to understand the overall objectives of the project when selecting analytical methods and applicable reporting limits. The intent is that the project manager reviews and understands the analytical needs of the project, assesses the requirements and issues involved with the subject environmental samples, and determines

[1] *This document is not intended to provide an exhaustive list of all appropriate analytical methodologies nor are the PQLs published in the document intended to represent levels that can be achieved on every environmental sample.*

Task 2.2 Response to Comments – Soil Management Plan

DERM issued a conditional approval letter, dated January 23, 2025, for the Soil Management Plan (SMP) that was submitted for the eastern portion of the Site. Several comments requested slight revisions to the SMP that shall be promulgated to the site contractor. Kimley-Horn will incorporate the revisions into the SMP, preparing a new revised document. The revisions will be documented in a response letter to DERM. Additionally, Kimley-Horn will address any comments that do not require SMP revisions but provide clarity for DERM. The response letter and revised SMP will be provided to the Village for review prior to submittal to DERM.

PROJECT ASSUMPTIONS

- VILLAGE shall provide all previous environmental reports for use by the CONSULTANT.
- VILLAGE is conducting this scope of work for submittal to Miami-Dade DERM to satisfy site assessment requirements under Chapter 62-780, F.A.C. and Miami-Dade Code.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable. It is anticipated that Tasks 1-2 will be completed within 60 days of receiving authorization to proceed by the VILLAGE.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed (NTE) method of compensation. For reference, the NTE amount is based on the total hourly rates payable by the VILLAGE, on an as-used basis for each of the CONSULTANT's employee categories,

reimbursable expenses, and sub-consultant fees, if any, as shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The CONSULTANT will complete this scope of services for the lump sum amount of $80,766.00.

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Marlon Lobban, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Carlos Llamas
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
cllamas@nbvillage.com

Steven Buckland
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
sbuckland@nbvillage.com

CONSULTANT CONTACTS

Stefano Viola, PE
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Stefano.Viola@kimley-horn.com
Phone: 954-535-5133
Cell: 305-785-2650

William Spinner, PG
Kimley-Horn and Associated, Inc.
201 North Franklin Street, Suite 1400
Tampa, Florida 33602
Email: Bill.Spinner@kimley-horn.com
Phone: 813-635-5522
Cell: 813-951-1351

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Frank Rollason
TITLE: Village Manager

BY: _____
NAME: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Work Order No.: 04
Project No.: KH043138057.1
Project Name: 1841 Galleon Street
Redevelopment Project
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2023-005

CONSULTANT

WITNESSES:

David Tanielian
Daniel Tanielian
[Witness print/type name]

Kevin Scott
[Witness print/type name]

(CORPORATE SEAL)

Kimley-Horn and Associates, Inc. a corporation authorized to transact business in Florida.

Stefano Viola, P.E.
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
George Bukaban
[Print Name]

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10th day of March, 2024, by Stefano F. Viola as V.P. for Kimley-Horn and Associates, Inc, a _____ company (or corporation).

(SEAL)

SHANDA SUTTON LAYNE
Notary Public - State of Florida
Commission # HH 243804
My Comm. Expires Apr 4, 2026
Bonded through National Notary Assn.

(Signature of Notary Public – State of Florida)

Shanda Sutton Layne
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Not-To-Exceed Fee Schedule

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 2/18/2025

DESCRIPTION: NOT-TO-EXCEED	Contract Type	Principal Engineer	Senior Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Site Assessment & SARA Prep	**NOT-TO-EXCEED**								$61,211.00
Task 2 - Response to Comments/Site Assessment Report Preparation	**NOT-TO-EXCEED**								$19,555.00
		0	**0**	**0**	**0**	**0**	**$0**	**$0**	
LABOR RATE ($/HOUR)		**280.00**	**250.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PAGE TOTAL		**$0.00**							**$80,766.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 2/18/2025

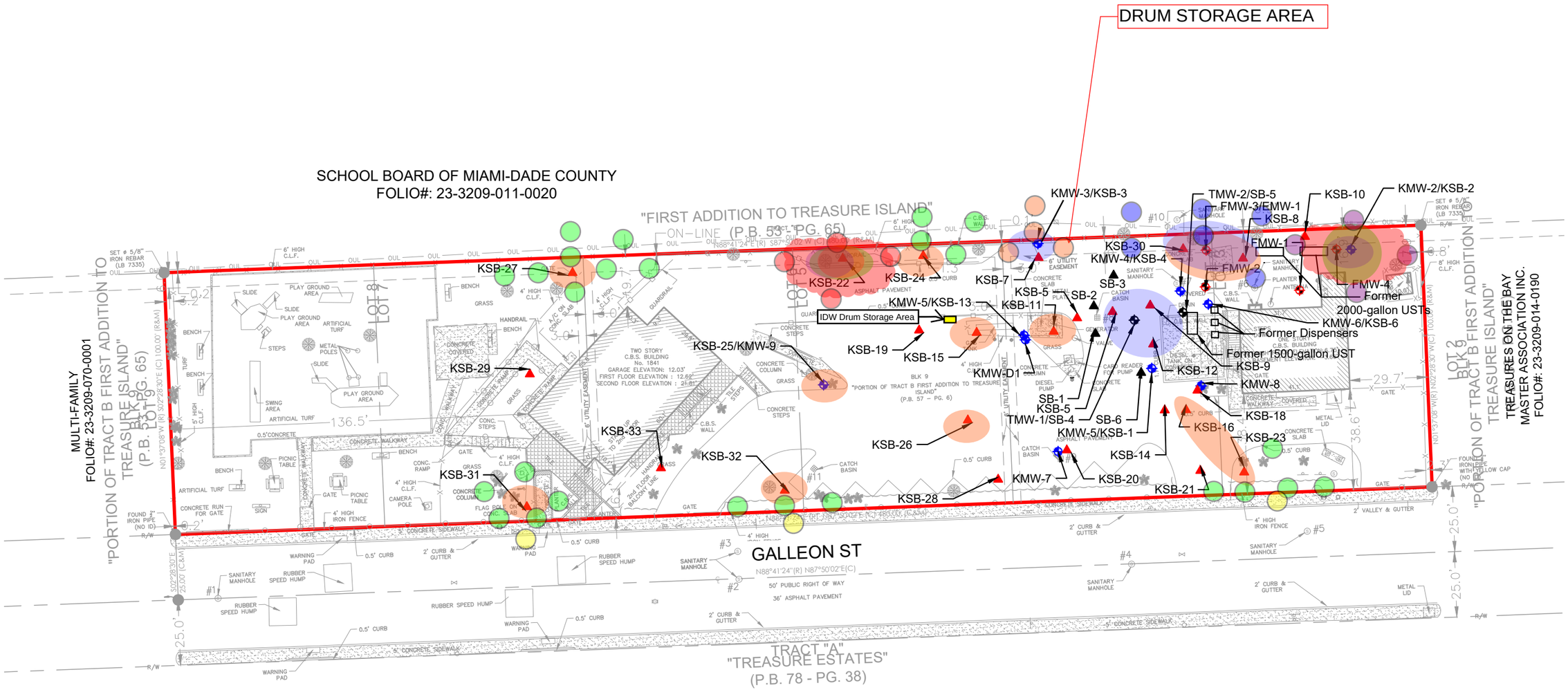
DESCRIPTION: NOT-TO-EXCEED	Principal Engineer	Senior Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Site Assessment & SARA Prep								
Soil Sampling	2		48			$35,336	$5,000	$48,336.00
SARA Prep	10	15	30	10	5			$12,875.00
								$0.00
								$0.00
								$0.00
	12	**15**	**78**	**10**	**5**	**$35,336**	**$5,000**	
LABOR RATE ($/HOUR)	**280.00**	**250.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$3,360.00**	**$3,750.00**	**$12,090.00**	**$1,200.00**	**$475.00**	**$35,336.00**	**$5,000.00**	
PAGE TOTAL								**$61,211.00**

North Bay Village Redevelopment Property
STAFFING HOURS

North Bay Village Redevelopment Property
CLIENT: North Bay Village
ESTIMATOR: Bill Spinner 2/18/2025

DESCRIPTION: NOT-TO-EXCEED	Principal Engineer	Senior Engineer	Project Engineer	Designer	Clerical	Expenses	Subcontractors	Line Total
Task 2 - Response to Comments/Site Assessment Report Preparation								
Response to Comments - Site Assessment	10		40	10	10			$11,150.00
Response to Comments - Soil Management Plan	10		30	4	5			$8,405.00
								$0.00
								$0.00
								$0.00
	20	**0**	**70**	**14**	**15**	**$0**	**$0**	
LABOR RATE ($/HOUR)	**280.00**	**250.00**	**155.00**	**120.00**	**95.00**	**1.00**	**1.00**	
SUBTOTAL	**$5,600.00**	**$0.00**	**$10,850.00**	**$1,680.00**	**$1,425.00**	**$0.00**	**$0.00**	
PAGE TOTAL	**$19,555.00**							**$19,555.00**

Exhibit B – Location Maps



- Proposed Borings (As & TRPH)
- Proposed Borings (As, BaPs, and TRPH)
- Proposed Borings (TRPH & BaPs)
- Proposed Borings (TRPH)
- Proposed Borings (BaPs)
- Proposed ROW Borings (BaPs)

AREA OF XRF INVESTIGATION AT BACKGROUND OUTLIER LOCATIONS

AREAS OF TRPH INVESTIGATION

AREAS OF BAP INVESTIGATION

AREA OF ARSENIC INVESTIGATION

LEGEND

- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- MONITORING WELL LOCATION (PEAR)
- -SOIL BORING LOCATION (PEAR)
- -FORMER COMPLIANCE WELL LOCATION

GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
201 NORTH FRANKLIN STREET, SUITE 1400, TAMPA, FL 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE: AS SHOWN
DESIGNED BY: JRT
DRAWN BY: WTS
CHECKED BY: WTS

SAMPLE LOCATION FIGURE
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
25/10/2024

PROJECT NO.
043138057

SHEET NUMBER
FIGURE 2A

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1801 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER MIAMI IN AN AMOUNT NOT TO EXCEED $15,310.05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)**

RECOMMENDATION

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to truck #1801 performed by Nextran Truck Centers in the amount of $15,310.05.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval to ratify emergency expenditures for repairs in the amount of $15,310.05 for repairs to Sanitation Truck #1801, performed by Nextran Corporation (d/b/a Nextran Truck Centers).

On February 25, 2025, Sanitation Truck #1801 became inoperable during its solid waste collection route. The Public Works Superintendent arranged for the vehicle to be towed to Nextran Truck Centers for diagnostics and necessary repairs. Upon inspection, it was determined that the truck required extensive repairs to its cooling, electrical, fuel, hydraulic, and driveline systems. Following a verbal authorization from the Village Manager, the Superintendent proceeded with the repairs. The work was completed, and the truck was returned to service.

In April 2025, Nextran Truck Centers submitted an invoice to the Village in the amount of $15,310.05. Given the emergency nature of the repair and the expenditure exceeding $15,000, staff is requesting the Village Commission's ratification of the associated costs.

Pursuant to §36.25 (I)Emergency procurements.
Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency repairs to truck #1801 performed by Nextran Truck Centers in the amount of $15,310.05.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$15,310.05 from acct#430-37-534-4601

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Ratifying Repair Services Sanitation Truck 1801 .DOCX
Nextran Invoice & Truck 1801.pdf
Emergency Repairs Memo - Truck 1801.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK #1801 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER – MIAMI IN AN AMOUNT NOT TO EXCEED $15,310.05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Public Works Department is responsible for commercial and multi-family waste pickup within the Village; and

WHEREAS, on February 25, 2025, sanitation truck #1801 (the "Sanitation Truck") began experiencing mechanical issues and subsequently became inoperable; and

WHEREAS, Village staff had the Sanitation Truck towed by Nextran Corporation d/b/a Nextran Truck Center – Miami ("Nextran") and requested a quote for emergency repair services (the "Emergency Services"); and

WHEREAS, Nextran provided the Village with the quote attached hereto as Exhibit "A" (the "Quote") for the Emergency Services in the amount of $15,310.05; and

WHEREAS, Section 36.25(H) of the Village Code provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Manager approved the purchase of the Emergency Services; and

WHEREAS, the Village Commission desires to ratify the purchase of the Emergency Services from Nextran in an amount not to exceed $15,310.05, consistent with the Quote 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. Ratification. That the Village Commission hereby ratifies the purchase of the Emergency Services for the Sanitation Truck from Nextran consistent with the terms and conditions of the Quote attached hereto as Exhibit "A" in an amount not to exceed $15,310.05.

Section 3. Authorization. That the Village Commission authorizes the Village Manager to negotiate and execute any agreement, purchase order, or other required documentation for the purchase described in this Resolution, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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 May 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

Invoice: **07W25607**
Date / Hour: 2/28/2025 6:17:33PM
Repair Order: 25607
Customer: 07289
Branch: MIA
Total Invoice: $ 15,310.05
A/R Charge

GL 430-37-584-4601

Bill To: NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141

Ship To: NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171
Email: pwdocuments@nbvillage.com

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: CNBV
Add User: PBAUG
Open Date: 02/25/2025 Completion Date: 02/28/2025
Salesperson: karmak

Unit Number: 1801 **Model Year: 2018** **Make/Model: MCK MRU613**
Type: Truck **VIN: 1M2AV04C0JM017901** **Meter: 34637 Miles**
ECM Reading: 7998

Task: 1 NEXINSPECT Nextran Assurance Check 22 Inspection
SMV000000 MOTOR VEHICLE INSPECTION **Department: Service**
Complaint: Check 22

1. couple of body lights out rear of truck
2. trans seeping oil by pto
3. top of trans full of black oil
4. hanger bearing worn out
5. driver seat cushion broken
6. all air tank drains missing/broken cables

Task 1 Subtotals

Parts:	$0.00
Labor:	$0.00
Task 1 Subtotals	$0.00

Task: 2 NEXDIAG Preliminary Diagnostics **Department: Service**
Complaint: 1- Check coolant leaks, the coolant reservoir needs to be filled every two days
2- Replace blade hoses, which are leaking
3- Adjust mirrors the bottom bolt pops off constantly.
SA: JG

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price

Task 2 Subtotals

Parts:	$0.00
Labor:	$627.00
Task 2 Subtotals	$627.00

Task: 3 XXX261002 QM - Radiator_Vocational
042002000 Radiator **Department: Service**
Complaint: radiator
12 gallon coolant truck has mostly water inside

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
PRESTONE	4771-AFC1110055F	ANTIFREEZE 55GL 50/50 RED AF9155	EA	12.0	$9.25	$111.00
ACTIVE	ACT 7300-43AT	RADIATOR MRU ALUMINUM (3MF5582M2	EA	1.0	$1,809.11	$1,809.11

Task 3 Subtotals

Parts:	$1,920.11
Labor:	$1,672.00
Task 3 Subtotals	$3,592.11

Task: 4 XXX258001 QM - Def Pump_11 & 13lt. **Department: Service**

** See Last Page for Invoice Total **

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

Invoice: **07W25607**
Date / Hour: 2/28/2025 6:17:33PM
Repair Order: 25607
Customer: 07289
Branch: MIA
Total Invoice: $ 15,310.05
A/R Charge

Bill To: NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141

Ship To: NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171
Email: pwdocuments@nbvillage.com

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: CNBV
Add User: PBAUG
Open Date: 02/25/2025 Completion Date: 02/28/2025
Salesperson: karmak

043007022 Pump - Module
Complaint: def pump. 5 gal def, strainer & filters not included with pump

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	21148728	CAP DEF (MACK) 2543	EA	1.0	$51.01	$51.01
MPDC	21390021	DEF TANK FILTER	EA	1.0	$50.15	$50.15
MRC	23753845	PUMP UNIT	EA	1.0	$1,902.25	$1,902.25
MRC	23753845-C	PUMP UNIT-Core	EA	1.0	$1,000.00	$1,000.00
MRC	23753845-C	PUMP UNIT-Core	EA	-1.0	$1,000.00	$(1,000.00)
HIGHLINE	HLW PRIM00250	DEF; PRIM 2.5 GALLON	EA	3.0	$8.95	$26.85

Task 4 Subtotals

Parts:	$2,030.26
Core Chg:	$1,000.00
Core Ret:	($1,000.00)
Labor:	$627.00
Task 4 Subtotals	$2,657.26

Task: 5 002000001 QM - Cab and Sheet Metal - Repair
Complaint: Driver Mirrors w/hardware
Department: Service

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	25152144	GSKT MIRROR MTG	EA	2.0	$2.95	$5.90
MPDC	25153331	MIRROR-HEATED & MOTORIZED	EA	1.0	$249.14	$249.14
VELVAC	8846-708444	8-1/2 OFFSET MOUNT CONVEX	EA	1.0	$34.06	$34.06

Task 5 Subtotals

Parts:	$289.10
Labor:	$209.00
Task 5 Subtotals	$498.10

Task: 6 071000001 Body Repair - Body Shop
Complaint: Replace Hydraulic Hoses to blade
Department: Service

5 gal hydraulic fluid

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
BULLDOG	LU9853-MHYDRAULIC32PAIL	HYD OIL 5 GAL PAIL-PRICE PER GAL	EA	5.0	$29.96	$149.80
	Sublet	HOSE ASSY F787TCJSJ7		2.0	$1,341.50	$2,683.00
	Sublet	HOSE ASSY F787TCJSJ9		1.0	$801.50	$801.50

Task 6 Subtotals

Parts:	$149.80
Labor:	$836.00
Miscellaneous:	$3,484.50

** See Last Page for Invoice Total **

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

** Reprint **
Invoice: **07W25607**
Date / Hour: 2/28/2025 6:17:33PM
Repair Order: 25607
Customer: 07289
Branch: MIA
Total Invoice: $15,310.05
A/R Charge

Bill To: NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141

Ship To: NORTH BAY VILLAGE
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NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171
Email: pwdocuments@nbvillage.com

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: CNBV
Add User: PBAUG
Open Date: 02/25/2025 Completion Date: 02/28/2025
Salesperson: karmak

Task 6 Subtotals $4,470.30

Task: 8 XXX010000 QM - Steam Clean Area (Engine/Frame/Component etc) **Department: Service**

Complaint: 2 trans seeping oil by pto
3.top of trans full of black oil

Steam clean, inspect & prepare repair plan

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
		Task 8 Subtotals		Parts:		$0.00
				Labor:		$209.00
				Task 8 Subtotals		$209.00

Task: 9 XXX002005 QM - Driveline Carrier Bearing **Department: Service**
024002005 Bearing Assembly - Drive Shaft
Complaint: Driveline Carrier Bearing w/hardware, strap kit

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	2104-207491	NUT	EA	1.0	$13.82	$13.82
SPICER	2104-657018X	KIT U-JOINT STRAP	EA	2.0	$11.90	$23.80
MERITOR	8235-CB2106611XSA	BEARING CENTER 1760	EA	1.0	$74.35	$74.35
		Task 9 Subtotals		Parts:		$111.97
				Labor:		$522.50
				Task 9 Subtotals		$634.47

Task: 10 XXX029017 QM - Seat Repair **Department: Service**
002037001 Repair Kit - Seat
Complaint: driver seat cushion (bottom)

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
SEARS	7244-M11210YNNNNN	SEAT "MR" BLK/ GRAY CLOTH	EA	1.0	$825.63	$825.63
		Task 10 Subtotals		Parts:		$825.63
				Labor:		$209.00
				Task 10 Subtotals		$1,034.63

Task: 12 NEX000047 SPL5 - Valve Adjustment 11,12&13Lt. w Eng Brakes **Department: Service**
Complaint: Valve cover gasket

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
MPDC	21487571	VALVE COVER GASKET	EA	1.0	$346.68	$346.68
		Task 12 Subtotals		Parts:		$346.68
				Labor:		$940.50

** See Last Page for Invoice Total **

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

** Reprint **
Invoice: **07W25607**
Date / Hour: 2/28/2025 6:17:33PM
Repair Order: 25607
Customer: 07289
Branch: MIA
Total Invoice: $15,310.05
A/R Charge

Bill To: NORTH BAY VILLAGE
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NORTH BAY VILLAGE, FL 33141

Ship To: NORTH BAY VILLAGE
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Office Phone: (305) 756-7171
Email: pwdocuments@nbvillage.com

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: CNBV

Add User: PBAUG

Open Date: 02/25/2025 Completion Date: 02/28/2025

Salesperson: karmak

Task 12 Subtotals $1,287.18

Detail Tax Info:

Florida FL State Tax	$0.00
Miami-Dade FL County Tax	$0.00
	$0.00

Total Parts:	**$5,673.55**
Total Core Charge:	**$1,000.00**
Total Core Ret:	**$(1,000.00)**
Total Labor:	**$5,852.00**
Total Miscellaneous:	**$3,484.50**
Total Shop Supplies:	**$300.00**
Invoice Subtotal:	**$15,310.05**
Total Tax:	**$0.00**
Total Invoice:	**$15,310.05**

Payment Method	Terms	Due Date
A/R Charge	Net 30 Days	3/30/2025

APPROVED
Public Works Department
North Bay Village

TERMS: Cash and payable upon receipt of goods unless other arrangements are made in advance. No discounts allowed. No material may be returned without Nextran Truck Center's permission. Claims or returns must be made within ten (10) days of the date purchase, accompanied by this invoice. Returns are subject to a handling charge of not less than twelve percent (12%) of the cost charged for the good to the undersigned. Nextran Truck Center shall be entitled to recover the reasonable attorney's fees and other costs incurred by it in any action or proceeding arising out of or related to the enforcement or collection of this invoice, in addition to any other relief to which it may be entitled. Service charges accrue on unpaid accounts at the rate of 1.5% per month (18% per annum) from the due date.

VENUE: Any litigation or other adversary proceeding arising from or related to this invoice or the parts or repair work referenced in this invoice shall be resolved solely in the courts of competent jurisdiction in the state and county in which Nextran Truck Center dealership providing the goods or services specified in this invoice is located, and each of the undersigned and Nextran Truck Center hereby irrevocably (i) consents to the personal jurisdiction of any such court and (ii) expressly waives any objection to venue and any claim that any such court constitutes an inconvenient forum. The undersigned agrees that the service of process may be made on the undersigned by mailing a copy of the summons and complaint by certified mail, return receipt requested, to the undersigned's address on file with Nextran Truck Center. All parts are new unless otherwise indicated

ABSOLUTELY NO RETURNS ON ELECTRICAL EQUIPMENT, NON STOCKED ITEMS, OR SPECIAL ITEMS.

MV-38626





North Bay Village
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

NORTH BAY VILLAGE
EST. 1945

DATE: April 10, 2025

TO: Frank Rollason, Village Manager
Mayte Gamiotea, CFO

FROM: Steve Buckland, Director of Public Works

SUBJECT: Emergency Repairs

NEXTRAN

SANITATION TRUCK 1801
INVOICE 07W25607 $15,310.05
Problems:

1. Vehicle Inspection
2. Preliminary Diagnostics
3. Radiator
4. Pump Module
5. Cab & sheet metal repair
6. Body Repair
7. Steam Clean Engine/Frame/Component, etc.
8. Bearing Assembly-Drive Shaft
9. Seat Repair
10. Valve Adjustments with Eng Brakes

Approved: _____ Date: 04/10/2025
Frank Rollason, Village Manager

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EXECUTION OF A MASTER RENTAL AGREEMENT WITH BIG TRUCK RENTAL, LLC FOR TWO SOLID WASTE TRUCKS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency truck lease with Big Truck Rentals at a rate of $17,000.00 per month.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to ratify an emergency lease agreement for the procurement of two (2) solid waste trucks.

The Village currently handles solid waste sanitation services in-house using two trucks purchased in 2018. These vehicles have reached the end of their operational lifespan and now require frequent, time-consuming repairs that disrupt sanitation services. The trucks experience multiple mechanical problems, including oil leaks and deteriorated hoppers that release "dumpster juice," causing visible stains on neighborhood streets and posing a risk to the stormwater system, which may ultimately impact Biscayne Bay.

Since October 2022, the Village has spent a total of $258,091.12 on repairs, averaging $8,603.04 per month over the past 30 months. In Fiscal Year 2024/25 alone, $79,574.68 has already been spent on repairs, with a monthly average of $11,367.81 over just seven months. On April 14, 2025, the Public Works Superintendent notified the Public Works Director that truck #1801 required major repairs. To protect public health and safety, the Director investigated short-term rental options and obtained a quote from Big Truck Rentals.

On April 17, 2025, the Village Manager approved an emergency lease to procure the solid

waste trucks.

Pursuant to §36.25 (I)Emergency procurements.
Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

It is recommended that the Village Commission ratify the Village Manager's approval of the emergency truck lease with Big Truck Rentals at a rate of $17,000.00 per month until a sanitation outsourcing contract is obtained.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$17,000 Monthly, FY2025 Budgeted $79,079 in acct #430-37-534-4410

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Big Truck Rental Agreement for Sanitation Trucks.DOCX
Exhibit A-Big Truck Rental, LLC - Garbage Trucks Lease.pdf
Exhibit B-Big Truck Rental, LLC - Truck Lease - Suppl. Agreement.pdf
Village Manager approval email.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EMERGENCY EXPENDITURES AND EXECUTION OF A MASTER RENTAL AGREEMENT WITH BIG TRUCK RENTAL, LLC FOR TWO SOLID WASTE TRUCKS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Public Works Department is responsible for commercial and multi-family waste pickup within the Village; and

WHEREAS, the Village has an immediate need for two (2) sanitation trucks to replace the Village's existing trucks which are beyond their recommended lifespan, have been experiencing mechanical issues leading to significant maintenance costs, have reached the end of their useful life, and will soon need to be decommissioned; and

WHEREAS, the Village requested cost proposals from Big Truck Rental, LLC (the "Lessor") for the lease of two sanitation trucks (the "Sanitation Trucks"); and

WHEREAS, the Lessor proposed a Master Lease Agreement for the lease of the Sanitation Trucks (the "Agreement"), attached hereto as Exhibit "A," and provided a cost estimate in an amount of $17,000 per month for the Sanitation Trucks, as further set forth in the Supplemental Agreement attached hereto as Exhibit "B" (the "Quote"); and

WHEREAS, Section 36.25(I) of the Village Code provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, pursuant to Section 36.25(I) of the Village Code, the Village Commission desires to ratify the Agreement for the Sanitation Trucks, including all expenses incurred thus far, and further authorizes the expenditure of budgeted funds under the Agreement; and

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

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

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

Section 2. Ratification. That the Village Commission hereby ratifies the Agreement for the Sanitation Trucks, including all expenses incurred thus far, and further authorizes the expenditure of budgeted funds under the Agreement.

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

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

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

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

PASSED AND ADOPTED on this ___ day of May, 2025.

_____
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

Company Address	4221 W. Boy Scout Blvd Suite 400 Tampa, FL 33607	Created Date	4/16/2025
		Quote Number	00055039
Prepared By	Michael Giordano		

CUSTOMER'S INFORMATION

Billing Customer	North Bay Village	Rental Customer	North Bay Village
Billing Contact	Steven Buckland	Shipping Contact	Steven Buckland
Billing Address	1666 John F Kennedy Causeway,Suite 300 North Bay Village, FL 33141	Shipping Address	1666 John F Kennedy Causeway North Bay Village, FL 33141 United States
Billing Phone	(305) 756-7171	Shipping Phone	
Billing Mobile	(954) 214-8530	Shipping Mobile	954-214-8530
Billing Email	ap@nbvillage.com cc: pwdocuments@nbvillage.com	Shipping Email	sbuckland@nbvillage.com

TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and North Bay Village, a Florida municipal corporation ("Customer" or "Village"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contact shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement (s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. Vehicles Covered: Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

2. Payment of Rental: Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. To the extent allowed by law, Customer shall not be liable for any taxes from which it is exempt. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements.

3. Security for Customer's Performance: Concurrently with the execution of this Master Agreement, Big Truck Rental may demand a security deposit to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to apply security deposit i for Customer's obligations on each vehicle rented within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: Other than the original equipment manufacturer (OEM) and extended warranties that may be applicable to the vehicle, there are no additional warranties, expressed or implied, by Big Truck Rental to the Customer, except as contained in this master agreement or any supplemental agreement or extension agreement. Big Truck Rental shall not be liable for any loss or damage to customer, nor to anyone else, of any kind and howsoever caused, whether by the vehicle or the repair, maintenance, or equipment of the vehicle, or by the failure of the vehicle or interruption of service or use of the vehicle rented under this agreement. Customer has the right to inspect the vehicle prior to acceptance and shall not be deemed to have waived any rights arising from a latent defect of nonconformity. To the maximum extent permitted by law, Big Truck Rental shall incur no liability whatsoever to customer arising out of or in connection with any defect in or condition of the vehicle or the use, operation or functioning of the vehicle. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement.

5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. The original equipment manufacturer's warranty will apply to the renter if any warranty items are in need of, or become in need of repair during the rental period. For any non-warranty repairs, Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/ or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer. Nothing herein shall require the Village to assume responsibility for regulatory duties or commercial licenses that are not applicable to a municipal governmental entity.

7. Risk of Loss; Damage: Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. Insurance: If the Village is self-insured, it will provide Big Truck Rental with a document stating that it will maintain appropriate coverage limits in respect to Commercial General Liability, Business Auto Liability and Workers Compensation insurance. Upon review of these documents, Big Truck Rental will notify the Village if this coverage is acceptable and will move forward with the rental contract. Upon approval of this document, the language below regarding liability limits will not be applicable. Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than $1,000,000 per occurrence and in the aggregate and property damage liability limits of at least $1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy.

The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. Customer's Indemnity: Intentionally Omitted.

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

11. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs. Security deposit will be applied to any and all damages.

12. Tires: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

13. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

14. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower,
on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

15. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease,

pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

16. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

17. Governing Law; Jurisdiction; Venue: This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Miami-Dade County, the Eleventh Judicial Circuit Court of the State of Florida, or in the United States District Court for the Southern District of Florida (Miami Division).

18. Attorneys' Fees: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

19. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

20. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

22. Waiver of Trial by Jury: Intentionally left blank.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

Customer Acknowledgement

CUSTOMER NAME:

North Bay Village

(Municipal Name)

BY: 

(Signature)

PRINT NAME: Frank Rollason

TITLE: Village Manager

DATE: April 24, 2025

TAX ID #: 85-8012621652C-8

STATE: Florida

FR Initial here acknowledging you have read Section 6 on maintenance responsibility.

Please sign and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

Company Address	4221 W. Boy Scout Blvd Suite 400 Tampa, FL 33607	Created Date	4/16/2025
Prepared By	Michael Giordano	Email	mgiordano@bigtruckrental.com
		Quote Number	00055039

CUSTOMER INFORMATION

Billing Customer	City of North Bay Village, FL	Rental Customer	City of North Bay Village, FL
Billing Contact	Steven Buckland	Shipping Contact	Steven Buckland
Billing Address	1666 John F Kennedy Causeway Suite 300 North Bay Village FL 33141	Shipping Address	1666 John F Kennedy Causeway North Bay Village FL 33141 United States
Billing Email	sbuckland@nbvillage.com	Shipping Email	sbuckland@nbvillage.com
Billing Phone	(305) 756-7171	Shipping Phone	(305) 756-7171
Billing Mobile	(954) 214-8530	Shipping Mobile	(954) 214-8530

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
1024162	2025	Peterbilt	548	2NP8LJ0X5SM737156	Rear Loader		1,578	37	1015 S 50th Street Tampa, FL 33619 United States
1024122	2024	Freightliner	M2 106	3ALHCYFE9RDVF6372	Rear Loader	DD53FA	10,267	1,243	4950 South Frontage Road Lakeland, FL 33815 United States

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Rental Start Date	Rental End Date
1024162	Rear Loader Rental on a multi-weekly basis	4.00	$2,125.00	$8,500.00	4/21/2025	5/18/2025
1024122	Rear Loader Rental on a multi-weekly basis	4.00	$2,125.00	$8,500.00	4/21/2025	5/18/2025

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$17,000.00	Total Amount Due	$17,000.00
Total Security Deposit	$0.00		
Total Transportation Cost	$0.00		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

Pricing is reflective of a 4-week billing period of (2) 25 YD Rear Loaders.

Customer will pick up trucks locally, no transport charges associated.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all

provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:
North Bay Village

PURCHASE ORDER #:

DATE:
April 25, 2025

BY: _____
(Signature)

TAX ID #: 85-8012621652C-8

STATE:
Florida

PRINT NAME:
Frank Rollason

TITLE:
Village Manager

_ FR Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

From:	Frank Rollason
To:	Alba L. Chang, CMC; Haydee Sera
Cc:	Steven Buckland; Jane Feary
Subject:	FW: BTR - Rear Loader Rentals - City of North Bay Village
Date:	Thursday, April 17, 2025 6:31:08 PM
Attachments:	image001.png image002.png City of North Bay Village - 2 RL"s_MASTER.pdf City of North Bay Village - 2 RL"s_SUPP.pdf City of North Bay Village - 2 RL"s_COI.pdf
Importance:	High

For my Emergency Ratification Memo for the May 20th Consent Agenda, Frank.

From: Steven Buckland <SBuckland@nbvillage.com>
Sent: Thursday, April 17, 2025 8:21 AM
To: Frank Rollason <VillageManager@nbvillage.com>
Cc: Timothy Smith <Tsmith@nbvillage.com>; Jane Feary <pwdocuments@nbvillage.com>
Subject: FW: BTR - Rear Loader Rentals - City of North Bay Village
Importance: High

Frank,
We are spending a tremendous amount of money each month repairing our garbage trucks, and have a lot of downtime for the repairs which is hindering our sanitation services. One of our trucks needs extensive repairs now. I would like to forego those repairs and rent these two trucks until we transition to a private hauler, total cost per month is $17,000 and includes all repairs, excluding pm's and repairs for damage caused by us. We have enough funds in the sanitation truck R&M account to cover the rental costs through November.

Please advise if you approve for us to proceed, they are available for immediate delivery.

From: Michael Giordano <mgiordano@bigtruckrental.com>
Sent: Wednesday, April 16, 2025 3:14 PM
To: Steven Buckland <SBuckland@nbvillage.com>
Cc: Mark Rentschlar <Mark@bigtruckrental.com>
Subject: [ALERT External Email] BTR - Rear Loader Rentals - City of North Bay Village

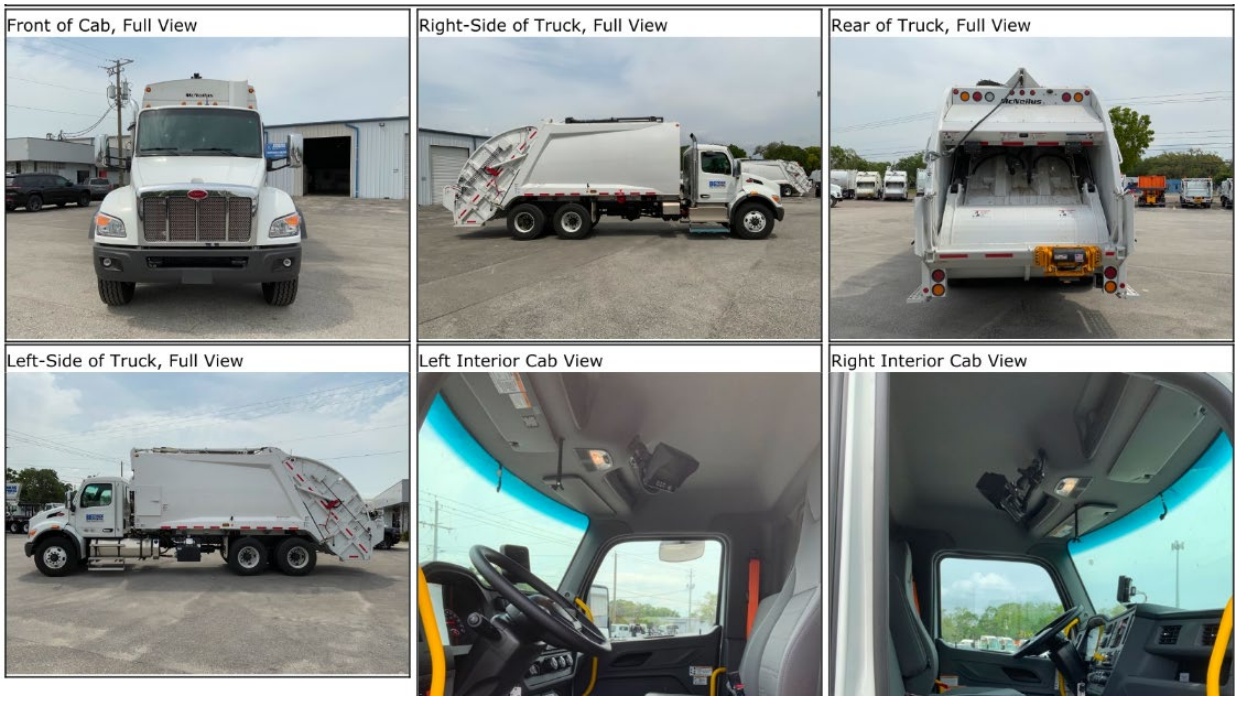
Good Afternoon Steven,

Thank you for the call today! Appreciate the opportunity and looking forward to working with you sir.

As discussed, attached are the rental documents for the (2) Rear Loader rentals. Once we get those signed along with proof of insurance, we will issue you BOL's for your team to pick up one unit in Tampa, and the other in Lakeland. Both trucks are ready to go immediately.

I've also included pictures of the unit below.

Feel free to give me a call if you have any questions, thanks again!



Michael Giordano
Sales Representative, Southeast

4221 W. Boy Scout Blvd., Ste. 400
Tampa, FL 33607
Cell: (619) 944-1105 | Office: (813) 776-0301
Email: mgiordano@bigtruckrental.com

Logo

Steven Buckland
PUBLIC WORKS DIRECTOR

Phone: **305-756-7171**
Mobile:
Email: SBuckland@nbvillage.com
Website: **northbayvillage-fl.gov**
Address: **1666 Kennedy Causeway Suite 300**
North Bay Village, FL.33141

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUESTS NO. 9 AND NO. 11 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $709,822 AND $40,680, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve two (2) work orders for the design of the additional floor and the Art in Public Spaces, totaling $750,502.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's consideration and approval for additional services requested to Wannemacher Jensen Architects, Inc., to include design work for an added floor and integration of Art in Public Places for the new Village Hall project.

On March 8, 2023, the Village Commission adopted a resolution approving an agreement with Wannemacher Jensen Architects, Inc., for architectural and engineering design services related to the Village Hall and Public Safety Complex. Since then, the Commission has directed enhancements to the original design, including the addition of an additional floor. The work order under consideration outlines the scope of services required for the revised design and the incorporation of Art in Public Places elements. Below is a Summary of each Work Order:

Work Order #9 - Design of Additional Floor

The scope of work outlines the architectural and engineering updates required for the

requested modifications, including the addition of a new Core and Shell floor at Level 5 and maintaining the Village Hall offices at the top level (new Level 6).

Proposed Fees

Task 1	Design, Construction Docs. & Specifications	$555,845
Task 2	Update Geotechnical Report	$1,150
Task 3	Update Traffic Impact Study & Report	$23,863
Task 4	Increase Permitting Process	$15,736
Task 5	Increase Construction Administration	$46,908
	Design Contingency (allowance)	$60,000
	Additional Meetings (allowance)	$6,320
	Total	$709,822

Work Order #11 - Art in Public Places

The scope of work outlines the support for the Art in Public Places (AIPP) component of the project. These services include presentation package, artist selection process, and design & implementation reviews.

Task 1	Project Presentation Package	$4,680
Task 2	Artist Selection Process	$7,200
Task 3	Design review & Implementation	$28,800
	Total	$40,680

It is recommended that the Village Commission approve the reference to two (2) work orders to Wannemacher Jensen Architects, Inc. for the design of the additional floor and the Art in Public Spaces in the amount of $750,502.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Budgeted in #325-60-630-6201

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution WJA Village Hall-Additional Floor and AIPP.DOCX
Exhibit A-25.0428 NBV Additional Services Request #09.pdf
Exhibit B-25.0428 NBV Additional Service Request #11.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUESTS NO. 9 AND NO. 11 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $709,822 AND $40,680, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, on March 8, 2023, the Village Commission adopted a resolution approving an agreement with the Consultant to perform the Services for the Project (the "Agreement"); and

WHEREAS, in accordance with the terms of the Agreement and at the request of the Village, the Consultant submitted an additional services request ("ASR") for the addition of a new Core and Shell floor at Level 5 and maintaining the Village Hall offices at the top level (new Level 6) (the "Additional Floor Services"); and

WHEREAS, additionally, the Village submitted an ASR for services to support the Art in Public Places (AIPP) component of the Project (the "AIPP Services"); and

WHEREAS, the Consultant has provided ASR No. 09 for the Additional Floor Services in the amount of $709,822 and ASR No. 11 for the AIPP Services in the amount of $40,680, attached hereto as Exhibit "A" and "B," respectively; and

WHEREAS, the Village Commission desires to approve ASR No. 09 and ASR No. 11, attached hereto as Exhibit "A" and "B," for a total amount not to exceed $750,502; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest

and welfare of the residents of the Village.

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

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

Section 2. Approval. That the Village Commission approves ASR No. 9 and ASR No. 11, attached hereto as Exhibit "A" and Exhibit "B," respectively, for a total amount not to exceed $750,502.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute ASR No. 9 and ASR No. 11.

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 20th day of May, 2025.

_____
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

Wannemacher Jensen
Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

April 28, 2025

Ref: Additional Services Request #**09 (Additional Floor)** for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

The following scope outlines the architectural and engineering updates required for the owner requested modifications, including the addition of a new Core and Shell floor at Level 5 and maintaining the Village Hall offices at the top level (new Level 6). The delivery for each task is an updated permit set, submitted as Revision 4 of current plan review process.

Task 1 – Design, Construction Documents & Specifications

Design Study and Update

- Revise the architectural BIM model to incorporate a new core and shell level between Levels 4 and 5.
- Relocate the Village Hall and Police Department to the new Level 6, maintaining the proposed interior layout and terrace.
- The newly added Level 5 will provide approximately 24,000 S.F. of core and shell space for future village expansion with an approximate 1,700 S.F outdoor balcony on the Southwest corner.
- Any design constraints due to Village Zoning and Design standards will be reviewed and approved administratively.
- Update exterior glazing and screen to reflect the new volume based on the scope modifications, proposed exterior updates include:
  - Increasing the building's wall elevation by 15 feet to accommodate the additional floor.
  - Adjusting the façade's volumetric proportions to align with the new building height.
  - preserving the project's iconic architectural identity

Deliverables:

- Updated Architectural 3D Model for coordination
- Update 3D views (3) of Exterior Glazing and Screen Design
- Coordinate & prepare meeting minutes for bi-weekly OA meetings (4 virtual meetings)

Construction Documents & Specifications Updates

Construction Documents and Specifications will be in accordance with the revised program and design changes. The updates will be implemented as Revision #4 of the current permit process.

This effort will include modifications to the architectural, structural, mechanical, electrical, plumbing, fire protection systems to reflect the revised 6-story design. Updates include modifications to building systems, exterior design redesign, and interior space planning refinements. The team will also update the geotechnical and traffic impact studies as required

Deliverables:

- Revised Architectural Permit Set (submitted as Revision 4)
- Updated Construction Documents & Specifications (submitted as Revision 4), including architectural, structural, MEP, life safety, fire protection, and interior design updates.
- Coordinate & prepare meeting minutes for bi-weekly OA meetings (4 virtual meetings)
- Coordinate Updated Geotechnical and Traffic Impact Studies.
- Coordinate Updated Permitting and Construction Administration Agreement to reflect the revised scope and timeline.

Task one Fee includes time previously spent on added floor studies and presentations completed between 2/10/2025 to 03/21/2025.

Task 2 – Update Geotechnical Report

Re-assess geotechnical conditions based on the updated structural and architectural requirements for the additional level.

Deliverable:

- Updated Geotechnical Report. Submit updates as part of Rev. 4.

Task 3 – Update Traffic Impact Study & Report

Revise the Traffic Impact Study (TIS) & Report to reflect changes resulting from the architectural program update, ensuring compliance with local traffic requirements.

Deliverable:

- Updated Traffic Impact Study & Report. Submit updates as part of Rev. 4.

Task 4 – Expanded Permitting & Bidding Process

Provide additional support during the permitting and bidding phases to address the expanded project scope. This includes processing and coordinating with Authorities Having Jurisdiction (AHJs) throughout the review and approval period, as well as updating bid documents and managing an extended bidding process as required.

Task 5 – Increase Extended Construction Administration

Due to the expanded project scope, we anticipate an increase in construction administration services, including additional RFIs, submittal reviews, and coordination efforts. This task accounts for an estimated extension of up to three (3) additional months of construction administration support.

PROPOSED FEES

Task 1	Design, Construction Documents & Specifications	$ 555,845
Task 2	Update Geotechnical Report	$ 1,150
Task 3	Update Traffic Impact Study & Report	$ 23,863
Task 4	Increase Permitting Process	$ 15,736
Task 5	Increase Construction Administration	$ 46,908
	Design Contingency (Allowance)	$ 60,000
	Additional Meetings (Allowance)	$ 6,320
	Design Services Total	**$ 709,822**

Design Contingency (Allowance) **$ 60,000**

During the redesign process, the Architect may identify opportunities for design enhancements that warrant reconsideration of the structural column configuration along the southern perimeter. The Architect will present any proposed structural revisions for Client review and approval. Upon approval, the Design Contingency allowance may be utilized to support the associated additional structural engineering and architectural services required to implement the revised structural design.

Additional Meetings (Allowance) **$ 6,320**

1. OA Meetings (Virtual) 4 Meetings @ $1,080 ea. $ 4,320
2. Commission Meeting (In-person) – 1 Meeting $ 2,000.

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____

Signature Date

_____

Printed Name

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

April 28, 2025

Ref: Additional Services Request **#11 (Art-in-Public Places)** for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall (NBV)

SCOPE OF SERVICES

The following scope outlines the architectural services required to support the Art In Public Places (AIPP) component of the project. These services include presentation Package, Artist Selection Process (ASP) and Design & Implementation reviews. Coordination with the artist and AIPP committee, and participation in key meetings.

Task 1 – Project Presentation Package

Develop an AIPP Call to Artist presentation package to reflect all modifications made during the Construction Documents (CD) and permitting phases based. Package should be current, comprehensive, and aligned with the project's latest developments.

Task 2 – Artist Selection Process

Assist and participate in all key aspects of the selection process, including site location considerations, budget alignment, shortlisting of artists, and final selection of the commissioned artist. Scope includes but not limited to:

- Call to Artists and site walkthrough
- Evaluating submissions
- Artist shortlist
- Artist Presentations

Task 3 – Design review & Implementation

Coordinate and collaborate with the artist throughout the design, development, fabrication, and installation process. Provide feedback to ensure seamless integration of the artwork within the architectural details. Incorporate artist details into the construction documents to maintain constructability, detailing accuracy, and alignment with the overall design intent.

- Design review and feedback.
- Incorporation of artist details into construction documents and bid set.
- Fabrication and Installation review

- Final installation and closeout coordination

PROPOSED FEES

Task 1 – Project Presentation Package	$4,680
Task 2 – Artist Selection Process	$7,200
Task 3 – Design review & Implementation	$28,800
Total	**$40,680**

We request authorization to use the Design Contingency allocated in our contract for these additional services. Your signature below will indicate your approval to use the Design Contingency for the scope of services above.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

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 THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Special Area Plan (SAP) at the first of two Public Hearings. The Second Public Hearing on this matter will be held on Tuesday, June 17, 2025, at 6:00 p.m. or as soon thereafter.

BACKGROUND AND ANALYSIS

See attached staff report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To Be Determine

PERSONNEL IMPACT

None

ATTACHMENTS

Staff Report SAP and Concept Plan Continuum.pdf

Ordinance - Creating Continuum SAP - 5-12-25.docx
Exhibit C - Continuum Waterfront District SAP (Appendix C).docx
SAP Application.pdf
Regulating Plan/Site Plan - Continuum Waterfront District .pdf
Survey.pdf
Level of Service Analysis for 1755.pdf
Level of Service Analysis for 1819.pdf
Current Zoning Map.pdf
05.20.2025 - Public Notice of PH-05-09-2025.pdf
Notice of Intent to Consider a DA - Miami Herald. Mailed.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **May 20, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Continuum Special Area Plan (SAP) and Site Plan Review**

1. General project Information

Owner/Applicant	1755 JFK Owner, LLC and 1819 NBV Owner, LLC
Applicant Address	c/o 98 SW 7th Street Suite 1100, Miami FL 33131 (agent)
Site Address(es)	1755 and 1819/1855 79th Street Causeway
Site Acreage	3.652 ac (159,081.12 sf)
Folio Number(s)	23-3209-000-0110 (1755) and 23-3209-000-0120 (1819)
Contact Person/Owner Representative:	Christopher Penelas (Akerman)
Phone Number:	305.982.5678
E-mail Address	Christopher.penelas@akerman.com

2. Legal Description of Property Subject to Proposed Rezoning

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Refer to attached Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-30
Existing Land Use	Vacant/surface parking (1755) / Hotel, restaurant, night club (1819)

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	Biscayne Bay
	Zoning	n/a
	Existing Land Use	n/a
East	Future Land Use	Commercial
	Zoning	T6-30
	Existing Land Use	Multifamily Residential
South	Future Land Use	Commercial
	Zoning	T6-24
	Existing Land Use	Multifamily Residential
	Future Land Use	Commercial

West	Zoning	T6-30
	Existing Land Use	Vacant

5. Description of Request

Special Area Plan

The Applicant requests to amend the zoning of the subject site, comprising two properties with a combined total area of 3.652 acres (approximately 159,081 square feet), from "T6-30" Transect to "Continuum Waterfront District Special Area Plan (SAP)". This request is made pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement," and the previously existing Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC), under which the application was submitted. With the rezoning, the Applicant also seeks to amend the ULDC to incorporate proposed regulations that will be applicable to the Continuum Waterfront District SAP only, and which are contained in what will be "Appendix C, Continuum Waterfront District Special Area Plan."

The Applicant has concurrently submitted a request for Site Plan Approval, subject to adoption of the Continuum Waterfront District SAP amendments upon 2nd reading of the Ordinance by the Village Commission. Both sites which comprise the SAP have been previously approved for development:

1755 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2022-011A)
2. Development Agreement (Resolution No. 2022-059)
3. Site Plan Modification (Resolution No. 2022-091)
4. Amended and Restated Development Agreement (Resolution No. 2022-092)
5. Waiver to Deviate from Maximum Floor Plate Size (WVR 2022-01_12/22/22)
6. Administrative Site Plan Modification (ASPM 2024-01_11/15/24)

1819/1855 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2023-002)
2. Development Agreement (Resolution No. 2023-003)
3. Warrant to Allow Outdoor dining areas on sidewalk easements and the Island Walk easement (WAR 2023-01_07/17/23)
4. Tentative Plat (Resolution No. 2023-01) – Platting not finalized by former property owner/former Applicant.

Approval of the Continuum Waterfront District SAP will, according to the Letter of Intent, enable development according to the Applicant's vision for the property, including more integrated, better connected, more varied, and more "distinctively designed buildings, public amenities, view corridors, and ample interaction with Biscayne Bay."

While the proposed site plan upholds the spirit, concept and many specifics of the prior individual approvals (including density bonuses, workforce housing payments, and other community contributions), the SAP, as presented, would allow the Applicant to shift some development rights among the two sites in order to "increase light and air to flow through the property…," "elevate the Village's skyline…" and "provide civic space, public benefits, a neighborhood hotel and associated amenities, restaurants, entertainment, shopping, marinas, public waterfront access, and improved walkability for the benefit of Village residents and visitors."

The following table summarizes prior approvals and proposed changes. A maximum of 547 residential units (including density bonuses) and approximately 2,068,054.6 square feet of floor area (at 13.0 FLR) are allowable on the unified site.

Project	**1755 JFK**			**1819/1855 JFK**			
Attribute (measure)	*Resid. (units)*	*Nonresid.[1] (sq. ft.)*	*Population[2] (persons)*	*Resid.*	*Lodging*	*Nonresid.[1]*	*Population[2]*
Proposed	236	11,632 SF	538	311	250	70,000	709
Previously Approved	198 [3]	30,230 SF	452	345	273	30,326	787

[1] Including retail, restaurant, and building amenities such as meeting space and offices.
[2] Estimate calculated from 2019-2023 ACS median household size of 2.28 persons per household
** Via Administrative Site Plan Modification ASPM 2024-01

Additional information pertaining to the proposed site plan changes, provided in accordance with the proposed SAP regulations, is provided later in this report.

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

The Applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk and the Planning and Zoning Official, through an authorized agent, an application requesting the following actions:

a) Amendment to the text of the ULDC (Appendix C);
b) Amendment to the zoning map
c) Site plan (conceptual)

The Village Commission recently adopted an ordinance modifying the regulations relating to special area plans, to grant the Commission greater flexibility in allowing the allocation of development capacity and height within a SAP, for the purpose of promoting and incentivizing public waterfront access, expanding open space, and enhancing the Village's public parks to better address the recreational and open space needs of its residents.

As part of the amendment, new definitions were introduced into Chapter 3 of the ULDC, and a new subsection 4.19 was created Chapter 4 reframing the purpose, applicability, requirements and criteria for evaluating an SAP application and for reviewing Special Area Plan permits. At the same time, references to the SAP procedures were updated throughout Chapter 4, and Sec. 15.2.G. was eliminated in Chapter 15.

The Continuum application, however, was submitted prior to the adoption of the SAP amendment and is, therefore, being reviewed under the previous provisions of the code.

The former Section 15.2.G. allowed parcels at least two (2) abutting acres in size to be master planned through a SAP process, to facilitate greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of building heights and massing; and to provide high quality design elements and greater flexibility with the aim of producing a higher or specialized quality building and streetscape design within the SAP.
The Applicant's SAP request pertains to parcels which, combined, total approximately 3.652 acres in size. Therefore, the subject property meets the minimum size threshold to apply for a rezoning to SAP through the process of rezoning following review by the Planning and Zoning Board and Village Commission, in conjunction with the Site Plan Approval process.

The SAP request also meets applicable criteria of Section 15.2.G, as follows:

1. Regulations of the underlying Transect Zone and the Code apply, which are not otherwise modified by the SAP.
2. The SAP has been submitted concurrently with a site plan, diagram of the proposed layout, circulation, view corridors, and text detailing the standards that deviate from the requirements of Chapter 15 (Appendix C). Detailed plans for each project within the SAP will be submitted via the SAP permit process, and must meet the criteria and requirements outlined in the adopted version of the SAP regulations contained in Appendix C.
3. The proposed SAP assigns at least five percent (5%) of the total aggregated lot area to a civic space type. The developer will be responsible for constructing and maintaining any required public improvements within the SAP, including but not limited to the civic spaces and thoroughfares.
4. Development within the SAP will be implemented pursuant to a recorded development agreement. The individual sites have already approved and recorded development agreements, which will be amended and restated via the SAP process.
5. A parking management program that enables shared parking among public and private uses. Such a plan must be provided for each project and for the SAP district as a whole.
6. The Applicant is seeking flexible allocation of building height within the area of the Special Area Plan which provides appropriate transitions to reduce impacts on and is in alignment with the envisioned character of the surrounding area.

The *amended* SAP regulations require applicants to hold a community meeting to explain the development proposal and application, inform attendees about the application review process,

respond to questions and concerns raised about the application, and propose ways to resolve conflicts and concerns. While, a community meeting was not required according to the previous SAP regulations, the Applicant organized and held a community meeting on April 23, 2025.

7. Consistency with Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity established in Policy 2.1.2 for the Commercial Future Land Use designation; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendment of the ULDC to incorporate Appendix B and rezoning of the subject property to Continuum Waterfront District SAP are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> *Policy 2.1.2:* Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:
>
> * * *
>
> Commercial - This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office, commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum

FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

* * *

The SAP is also compatible with other applicable objectives and policies in the Future Land Use Element and aligns with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan, as described further below.

* * *

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

* * *

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retails stores and entertainment centers.

Policy 2.2.9 The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

* * *

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

* * *

Objective 2.4

In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100

Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The SAP promotes a mix of residential, lodging, dining and retail uses. The SAP will help enhance connectivity, walkability, and local accessibility to amenities, reducing vehicular trips and reliance on the automobile for local residents. The Applicant also seeks to integrate workforce housing units into the development.

The projects embrace and improve public access to the waterfront via the Island Walk and water-oriented amenities and facilities. In addition, the SAP provides slightly over 5% of civic space, not included the Island Walk.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project is required to provide a minimum amount of open space at the ground level of 10% of the total lot area (and is providing 24.1% according to the submittal) and must incorporate green building features to meet the requirements of the Village's Green Building

Program (Division 5 of the ULDC). The individual site plans were previously approved following the point requirement for mixed-use projects, according to the North Bay Village Green Building Program in effect at the time. However, both projects will now be required to meet the latest standard, which is 26 points for mixed-use projects.

The proposed scoresheet for each SAP project shall be provided with the SAP permit application and shall comply with the standard in place at the time of issuance of a building permit.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The SAP will facilitate the redevelopment of a site consisting of two underdeveloped sites (one a surface parking lot, and the other a structure housing an outdated hotel structure and restaurant, with a mix of new land uses, including a new hotel, housing, restaurants, entertainment, and waterfront recreation uses, which will serve the needs of current and future residents, attract visitors, and increase revenue for the Village.

8. Rezoning Request and Appendix B

The request to rezone the subject property from T6-30 to “Continuum Waterfront District Special Area Plan” meets the criteria of Sec. 4.17.B. and does not constitute spot zoning pursuant to the definition provided in Sec. 4.17.A.

The proposed changes covered in Appendix B include modifications to numerous sections of Chapter 15, but the changes are often limited in scope. In several cases, the alternative regulations vary marginally from the original regulations contained in the body of Chapter 15, Form Based Code. There are, however, a few key differences that are highlighted below. (More context to these differences is provided in a review of the proposed Site Plan against the criteria of Section 5.8.(B)(9)(c).)

Procedures: The proposed amendment varies the procedure for approval of development pursuant to the SAP. A timetable of deadlines is established for the review and recommendation

by the Planning and Zoning Official to the Village Manager, and for the Village Manager to issue a decision.

Density and Intensity Calculations: Density and intensity are calculated on the basis of net lot area, including permitted bonuses.

Building Height: The SAP proposes different height caps for the west site (40 stories or 440 feet, whichever is less) and the east site (60 stories or 600 feet, whichever is less, except that within 50 feet of the eastern property line the height will not exceed 40 stories or 440 feet). In addition, the maximum height for parking garages and building pedestals is the lesser of 10 stories or 120 feet. The SAP also proposes an additional height allowance for mechanical equipment and items such as trellises (to a maximum of 35 feet) provided certain visual mitigation standards are met. Additional height, if necessary, would be subject to approval via Waiver. The applicant has submitted a shadow study in conjunction with the application which indicates that the impact of shadows on adjacent southern and western properties is not significant during the summer. During the winter, impacts occur primarily toward the north and east during certain portions of the day.

Floorplates: The SAP establishes different limitations for the floorplate of the west site (20,000 sf for residential uses, with a maximum length of 300 ft for all uses), and of the east site (30,000 sf for all uses, up to the lesser height of 40 stories or 440 ft, and 20,000 sf thereafter to the maximum allowed height; and 300 feet of maximum length for all uses).

Building Stepbacks: The proposed amendment provides that balconies on the west façade of a Continuum east tower may encroach up to 10 feet into the required stepback.

Island Walk: One of the significant changes proposed is that the view corridor or Island Walk Public Access Walkway is required to be provided along the opposite exterior boundaries of the SAP site (but may be located as per the underlying regulations at the applicant's request, too). The proposed amendment also forgoes the dedication of an easement, but requires that public access to the walkway remain open and the access be memorialized in the Development Agreement. Additional provisions define the minimum standard for the provision of the View Corridor (west and east). There are also provisions proposed for the placement of canopies and awnings within portions of the Island Walk's passive zone only.

Civic Space: The proposed language requires the assignment of 5% of the aggregate lot area of the SAP as Civic Space and defines what constitutes Civic Space in this context and what does not.

Workforce Housing: While the prior approval of 1755 JFK Cswy allowed for the payment of funds into the Village's Workforce Housing Trust in lieu of providing required units on site, the proposed amendment now allow the developer to provide workforce housing units on side but as part of the hotel development on the east site.

Alcoholic Beverage and Entertainment: Provisions similar to those approved by the Village for the Sunbeam SAP are included in the proposed amendment to accommodate entertainment uses. However, Staff has introduced several restrictions to mitigate for the proximity of this SAP to residential uses.

The following documentation of how the concurrent Site Plan approval request meets the criteria of Section 5.8.(B)(9)(c) is provided as a complement to inform discussion about the rezoning and text amendment request:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The project involves the redevelopment of two underutilized sites (relative to the development capacity provided by zoning). While the maximum building height proposed in the SAP is significantly greater than the current maximum height provided in Chapter 15, the proposed stepback and building configuration on the east side with respect to building heights will help reduce the impacts of shadows, wind, and obstructed views.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The two projects that comprise the SAP were approved with excess parking spaces, and will be required to maintain those levels of parking to provide accommodation for all necessary off-street vehicular parking in accordance with the underlying regulations of Chapter 15. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum setbacks are being maintained, and the proposed amendment only identifies certain encroachments that are allowed into specific setbacks under certain conditions.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted Level of Services assessments for each of the two sites that comprise the SAP. Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to parks, schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Evaluation of Project Relative to Chapter 15 and Appendix C

Provided for context and reference only – not a part of this application. Refer to the concurrent Site Plan Approval Request and Staff Analysis for complete information regarding the project.

Density and Intensity			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	255 units
Density Bonus	150 upa	150 upa	547 units
Total Add'l Units above Base Density			292 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa • 121-150 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI • 15% First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI	Applicant is reserving the right to include workforce housing units in the Continuum East project (hotel) and/or to pay into the Village's fund for any required units not accommodated on site.	
Community Contribution Fee (CCF) for Density Bonus	*No additional fees except as defined in the DA*		
Intensity (Floor Lot Ratio)	13.0 max	13.0	

Lot Area, Open Space and Civic Space Requirements		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	159,068 sf
Civic Space Requirement	5% Lot Area min	5%
Open Space Requirement	10% Lot Area min.	38,325 (24.1% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	75%
Lot Width	100 ft. min	610 in.
Frontage at Front Setback	70% min.	80%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy

Sidewalk along Kennedy Causeway	20-ft easement	varies
Specific to Continuum Waterfront District Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min. (optional per amendment)	varies
Primary Front – Waterfront	25 ft. min.	25 ft. max
Side west	20% of lot width	20% of lot width.
Side east	0-15 ft (min-max)	0-10 ft
Stepbacks	50 ft on the east side after 40 st./440 ft	Per amendment

BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for Residential • Max length for Commercial	 20,000 sf max. 40,000 sf max. 280 ft max. 280 ft max. (Amended via the SAP).	 Approx. 20,000 sf Approx. 40,000 sf Approx. 280 ft.
Specific to Continuum Waterfront District Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Porch and Fence	Prohibited	
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories/120 ft. max. (Amended via the SAP)	Per amendment
Max building height – west Max building height – east	40 stories or 440 ft 60 stories or 600 ft (Amended via the SAP)	Per amendment
Max. Height (Rooftop Mechanical and other)	Varies (up to 35 ft). (Amended via the SAP)	Per amendment

Findings

The proposed Continuum Waterfront District SAP is consistent with the redevelopment goals of the North Bay Village Comprehensive Plan, the pillars of the NBV100 Master Plan, and the vision for the Kennedy Boulevard district. The individual projects that are not part of the SAP were previously approved. The maximum number of units allowed by bonus to the combined site reflects the total allowed to the individual sites, although the numbers have shifted. The most significant change to the original projects is the building height, which also reflects the reallocation of height allowed to the project by code.

The SAP complies with the conditions for approval for an amendment pursuant to Sec. 4.17. of the Unified Land Development Code.

Recommendation - SAP

Based on the above analysis and findings, and the detailed work by Planning and Legal Staff on finessing the proposed ULDC amendment, approval of the Continuum Waterfront District SAP and associated rezoning and ULDC amendment as provided in the attached amended Zoning Map and Ordinance is recommended, contingent upon the following items being addressed prior to 1st reading:

1. The rezoning and proposed text amendment shall be approved and adopted prior to action by the Village Commission on the site plan (alternatively, action should be contingent on the outcome of the rezoning and proposed amendment).
2. Unity of Title or Covenant in Lieu of Unity of Title shall be required to be recorded to unify the two sites prior to the issuance of a building permit for vertical construction.

There are no other conditions to meet, other than the Village Commission must vote on the rezoning and proposed amendment prior to voting on the approval of the project site plan.

Recommendation - SAP

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the “Project Validity Period”). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Land Title Survey prepared by Schewekke, Shiskin and Associates, dated 12/4/24.
   B. SAP Regulatory and Site Plan Concept Plan prepared by Arquitectonica.
   C. Level of Service Analysis for 1755 JFK Causeway prepared by Kimley-Horn.
   D. Level of Service Analysis for 1819 JFK Causeway prepared by Langan.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

2. The Applicant shall seek to attain no less than 26 points from the North Bay Village Green Building Program for each mixed-use project included in the SAP.
3. All structured parking shall be screened from view from the adjacent rights-of-way in accordance with the amended regulations (if approved).
4. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
5. Synthetic turf may only be used in accordance with the standards of Sec. 9.24 of the ULDC.
6. A photometric plan by a Registered Architect or Engineer shall be submitted.
7. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
8. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
9. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

10. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
11. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
12. A fire flow test shall be conducted to verify the availability of required fire flow.
13. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
14. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
15. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.
16. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
17. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA, as well as FDOT sidewalk standards. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
18. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
19. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non- parking areas.
20. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
21. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
22. Parking for each project shall be provided in accordance with the underlying regulations of Chapter 15.
23. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site
24. As a condition of building permit, Applicant shall provide evidence of compliance with Parks level of service standards that demonstrates that levels of service shall be met no

later than one year after issuance of a temporary certificate of occupancy. The current Level of Service standard is 1.5 acres per 1,000 persons. Should the standard be reduced by the Village Commission prior to a building permit being issued, the applicant may base its analysis on the reduced standard. In the event that levels of service Village-wide are not met, the Applicant shall only be responsible for providing park and recreation facilities to meet the needs generated by the development provided in the building permit

List of Staff Report Attachments

Survey
Continuum Waterfront District Special Area Plan Application
Appendix C to Chapter 15, Continuum Waterfront District SAP (UPDATED)
Amended North Bay Village Zoning Map
Conceptual Site Plan
Ordinance Rezoning to Continuum Waterfront District Special Area Plan and Amending ULDC

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., at the time the subject application was filed, Section 15.2.G. of the Form-Based Code allowed parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, following submittal of the subject application, the provisions addressing the Special Area Plan were incorporated into Section 4.19 of the ULDC pursuant to Ordinance No. 2025-003, including the requirement that parcels consist of least two (2) abutting acres; and

DRAFT

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding two (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, as it existed on the date of the subject application, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, 1755 JFK Owner LLC and 1819 NBV Owner LLC (collectively, the "Applicant"), which own 1755 79th Street Causeway and 1819/1855 79th Street Causeway, respectively, that together comprise 3.652 acres of real property (collectively, the "Property"), legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", have submitted an application for a special area plan; and

WHEREAS, the Applicant has applied for:

1) a rezoning of the Property from "T6-30" Transect Zone to "Continuum Waterfront District Special Area Plan" ("Continuum SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix C to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix C to Chapter 15 Continuum Waterfront District Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-30" Transect Zone to "Continuum Waterfront District Special Area Plan" and the proposed Appendix C to Chapter 15 (also known as the "Continuum SAP"), and determined that the rezoning and proposed Appendix C to Chapter 15 satisfy the conditions of Sections 4.2 and 4.18 of Chapter 4 and Section 15.2.G of the ULDC, as the same existed as of the date of the subject application, and recommends approval of the rezoning and the proposed Appendix C to Chapter 15; and

WHEREAS, on _____, 2025, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval with modifications; and

DRAFT

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____, 2025; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 3.652 acres (159,081 sq. ft.) from "T6-30" Transect Zones to "Continuum Waterfront District Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix C to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix C to Chapter 15" or the "Continuum Waterfront District Special Area Plan," which shall apply to the Property zoned "Continuum Waterfront District Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix C, which is attached hereto as Exhibit "C", and any other

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non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the ____ day of_____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Rachel Streitfeld ___
Vice Mayor Goran Cuk ___

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Commissioner Doris Acosta ___
Commissioner Richard Chervony ___
Commissioner Andrew Rotondaro ___

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EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI–DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT–OF–WAY OF SAID NORTHEAST SEVENTY–NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT–OF–WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT–OF–WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI–DADE COUNTY, FLORIDA.

EXHIBIT "B"
SKETCH





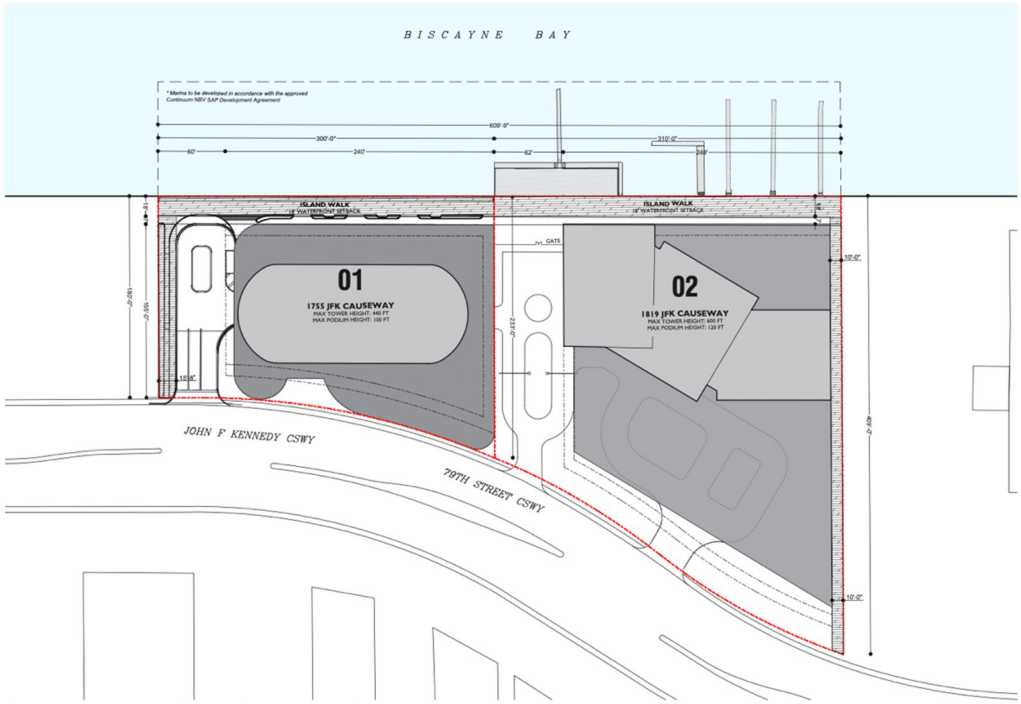


EXHIBIT "C"
APPENDIX C TO CHAPTER 15

Continuum Waterfront District
Special Area Plan
(attached)

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Appendix C

CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN

I. General Provisions

A. *Title*. This appendix shall be known as the Continuum Waterfront District Special Area Plan or "**Continuum Waterfront District**."

B. *Purpose and intent*. This appendix sets forth the standards applicable to this special area plan. In addition to the purpose and intent set forth in § 15.1.B., these standards are intended to facilitate the economic viability and execution of the development of Continuum Waterfront District, a transformational mixed-use project in the heart of North Bay Village situated on two main parcels, 1755 Kennedy Causeway ("Continuum West") and 1819 Kennedy Causeway ("Continuum East"), totaling approximately 3.652 acres. Continuum Waterfront District will elevate the Village's skyline with a variety of building heights composed of high-quality design elements and will serve Village residents and visitors by providing civic space, interaction with Biscayne Bay through the provision of an Island Walk, public benefits, and a mix of uses which may include residences, hotel and associated amenities, restaurants, entertainment, and shopping.

C. *Location.* The general geographic boundaries of the Continuum Waterfront District are as shown on Figure 1 below:



Figure 1

The legal description of the site is provided in Section VIII below. The site as identified in this subsection shall be designated as the Continuum Waterfront District on the official zoning map.

D. *Applicability*. This appendix shall govern the development of lands located within the geographic boundaries of the Continuum Waterfront District as defined above.

E. *Effect of Continuum Waterfront District Designation*. The provisions of this SAP shall supersede the provisions of the ULDC. ULDC provisions applicable to the underlying transect zone that are not otherwise addressed by and are not in conflict with this SAP shall apply to new development within the SAP boundaries.

II. Procedures

A. *Development Pursuant to Continuum Waterfront District SAP*. Development within the Continuum Waterfront District shall be permitted pursuant to the procedures contained in section 4.19(D) of the ULDC as adopted by ordinance number 2025-003, with the following modifications:

1. The Planning and Zoning Official shall issue a recommendation to the Village Manager within 120 calendar days of a determination that the application is complete. The Village Manager shall issue a final decision on the SAP Permit within 14 calendar days of receiving the Planning and Zoning Official's findings and recommendations, unless the applicant and Village agree to a different timetable.
2. Notwithstanding the provisions provided in section 4.19(D)(2) of the ULDC, SAP permit applications that meet all applicable land development regulations shall only be subject to review by the Planning and Zoning Board and Village Commission at the request of the applicant.
3. Approval of an SAP permit may not be subject to the provision of any additional community or other contribution fees, public facilities or infrastructure improvements, or other public benefits beyond those agreed to in the Continuum Waterfront District SAP Development Agreement.
4. The Village Manager's determination on an SAP permit application may only be appealed by an applicant. Any such appeal shall be subject to the procedures set forth in Chapter 4 – Administration and Enforcement, Section 4.4, and Section 4.5, of the ULDC. Challenges by any other party may be filed in the appropriate court of law.

III. Development Regulations

The development regulations provided in this Section shall govern development in the Continuum Waterfront District.

A. *Density and intensity calculations.* Density and intensity shall be measured and calculated based on the net lot area of the Continuum Waterfront District as a whole based on the Floor Lot Ratio and Density regulations of the Comprehensive Plan and ULDC, including permitted bonuses.

B. *Height*. Except as otherwise provided in this appendix, maximum heights shall be as follows:

1. Continuum West: For building height, the lesser of 40 stories or 440 feet.

2. Continuum East:
   a. For building height, the lesser of 60 stories or 600 feet. However, within 50 feet from the eastern property line height shall be the lesser of 40 stories or 440 feet; and
   b. For parking garages and pedestals, the lesser of 10 stories or 120 feet.

C. *Allowable Rooftop Projections*. Height and area limitations shall not apply to rooftop mechanical equipment and other non-habitable rooftop features, provided that such features shall not exceed 30 feet above the maximum building height. Mechanical equipment on a roof shall be enclosed by parapets or architectural screening to the minimum height necessary to conceal it from pedestrian view and shall not exceed the maximum building height by more than 32 feet. Trellises may extend above the maximum building height up to 35 feet. Extensions more than the heights provided in this subsection for stair, elevator, mechanical enclosures, or ornamental purposes, shall be permitted by process of Waiver.

D. *Floorplates*. Above the pedestal, the building floorplate dimensions shall be limited as follows:

1. Continuum West:
   a. 20,000 square feet maximum for residential uses.
   b. 300 feet maximum length for all uses.

2. Continuum East:
   a. 30,000 square feet maximum for all uses, up to a maximum building height of the lesser of 40 stories or 440 feet. Thereafter, 20,000 square feet maximum for all uses.
   b. 300 feet maximum length for all uses.

E. *Continuum East Stepbacks*. Notwithstanding any provision within the ULDC to the contrary, balconies provided on the west facade (i.e., west side yard) as part of a tower on Continuum East may encroach up to 10 feet into the required Stepback.

F. *Pedestals, Parking Structures and Liners*. Notwithstanding any provision within the ULDC to the contrary, Pedestals, Parking structures, and Liners shall be regulated as follows:

1. Liners are optional.
2. Liners facing Kennedy Causeway may encroach into the Setback above a Gallery or Arcade.
3. Any portion of a parking structure's facade without Liners shall utilize green walls, architectural screening, artwork, or a combination of these options.
4. Artificial landscaping may be used for a green wall.

5. Architectural screening or artwork provided pursuant to this subsection shall be approved by SAP Permit or, at the applicant's request, the Planning and Zoning Board.

G. *Exhaust Air Fans and Louvers*. Notwithstanding any provision within the ULDC to the contrary, exhaust fans may be placed 15 feet or more above grade on a building's side, provided they are visually screened with a louver and not plainly audible at distance of 150 feet from the exterior boundary of the Continuum Waterfront District SAP.

H. *Curb Cuts*. Notwithstanding any provision within the ULDC, curb cuts shall be permitted in all portions of a Primary Frontage facing Kennedy Causeway as permitted by FDOT.

I. *Sidewalks and the front setback.*

1. In lieu of the Sidewalk requirements contained in Section 15.3.C.1.I. of the ULDC, a paved pedestrian path shall be provided over at least 40% of the front setback along Kennedy Causeway.
2. Any unpaved portion of the front Setback may be used for vehicular entries, landscaping, structural support for the Gallery or Arcade, and other similar uses.
3. If any additional dedications (including easements) are required for the Kennedy Causeway right of way (including for expansion of the existing public sidewalks), such additional dedication area shall be calculated as if included within the front Setback. In addition, the size of the minimum required Gallery or Arcade shall, at the applicant's request, be reduced by up to the size of such dedication.
4. The pedestrian path provided pursuant to this subsection shall remain open to the public, but an easement shall not be required to be provided to the Village. Provisions ensuring public access shall be memorialized in a Development Agreement.

J. *Island Walk*.

1. Notwithstanding any provision within the ULDC to the contrary, the Island Walk Public Access Walkway shall be provided along the eastern and western exterior boundaries of the Continuum Waterfront District.
2. It is provided that, at the applicant's request, the Island Walk Public Access Walkway may instead be located pursuant to the requirements of Section 15.3.C.7.3.(d).
3. The Island Walk Public Access Walkway, shall remain open to the public, but an easement shall not be required to be provided to the Village. Provisions ensuring public access shall be memorialized in a Development Agreement.

K. *Awnings and Canopies*. Notwithstanding any provision within the ULDC to the contrary, Awnings and Canopies shall be permitted to encroach 3 feet north into the Island Walk passive zone in addition to the encroachment provided in section 15.3.C.2.h.3 of the ULDC, provided that such Awnings and Canopies:

1. Are placed at a height of at least 8 feet above the average elevation of the Island Walk; and
2. Do not encroach on the View Corridors or the waterward projection of the View Corridors.

L. *Civic Spaces*. Five percent (5%) of the SAP's aggregate lot area shall be assigned to Civic Spaces. Civic Spaces shall be defined as areas accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes. Any land used for the provision of public infrastructure on site shall count toward the minimum Civic Space requirement. Lobbies, retail spaces, and food and beverage establishments shall not be considered Civic Space.

M. *Public Infrastructure*. Should the provision of public infrastructure be required within the SAP boundaries, such infrastructure shall be permitted below grade in any required Setback or View Corridor, except the Island Walk Public Access Walkway, and shall not count against maximum lot coverage requirements. It is further provided that control panels or other supporting equipment for the below grade infrastructure shall be permitted at a maximum height of 3.5 feet in a location within the view corridor approved by the Village Manager. Public infrastructure, if provided on site, shall be the subject of appropriate easement(s) providing for maintenance, repair, and replacement of the facilities and any private property impacted by such work.

N. *View Corridor*. Notwithstanding any ULDC provisions to the contrary, the following standards shall apply to the View Corridor:
1. The Continuum West View Corridor shall be at least 60 feet wide, and the Continuum East View Corridor shall be at least 62 feet wide.
2. A porte cochere shall be permitted to encroach a maximum of 20 feet into the View Corridor.
3. The grade of the View Corridor may rise up to five (5) feet above the Island Walk.
4. Within the Continuum East View Corridor:
    a. If a publicly accessible square of at least 1,200 square feet is provided adjacent to the Island Walk, walls, hedges, fences, and gates shall be allowed at a maximum height of 7 feet if 50 percent of the surface area above the height of 3.5 feet is transparent. Otherwise, these features shall be permitted at a height of 3.5 feet as provided for in the ULDC.
    b. Security gate barrier arms shall be permitted to encroach the length of the driveway.

O. *Continuum East Guard House*. Notwithstanding any ULDC provisions to the contrary, a security structure, not exceeding 200 square feet in floor area, shall be permitted within the front setback of Continuum East provided it is outside the View Corridor and it does not encroach on the Island Walk Access Walkway.

P. *Continuum East Workforce Housing*. Notwithstanding any ULDC provisions to the contrary and pursuant to the terms of Continuum Waterfront District SAP Development Agreement, the developer may elect to develop onsite workforce housing units as part of a hotel on Continuum East. If developed as part of a hotel or mixed-use building, the units shall be permitted to be developed as a separate component clustered together, serviced by mixed-use elevators and other facilities that may be separate from the hotel use. Further, all units developed pursuant to this section shall be one or two bedrooms and shall be provided access to hotel amenities.

Q. *Marinas and waterfront structures*. Notwithstanding any ULDC provisions to the contrary, marinas, docks, decks, shade structures, and other appurtenant facilities and structures shall be allowed without regard to internal property lines and shall be permitted by right through SAP Permit, provided they are approved by DERM/FDEP. Docks, piers, wharfs, dolphins, pilings, boat lifts, and similar structures shall remain within the projections of the east/west side boundaries of the Continuum Waterfront District into the waters of Biscayne Bay, but said structures shall not otherwise be limited by the dimensional restrictions in Section 9.12(B) of the ULDC, provided they are approved by DERM/FDEP. However, any structure directly north of the view corridor that rises by more than 3.5 feet shall be permitted subject to approval by the Village Manager upon a finding that the proposed structure does not significantly impede views.

R. *Loading Berth Requirements*. The minimum loading berth requirements for the uses listed below shall be modified as follows:

Use	**Berth Requirement**
a. Residential	One (1) 420 square foot berth per 200 units or fraction thereof.
b. Lodging	One (1) 420 square foot berth per 300 rooms or fraction thereof.

Notwithstanding any applicable loading requirements, if applicant covenants to service a development with private trash hauling, then any required residential loading berth may be reduced to 240 square feet.

IV. Platting

Notwithstanding the provisions of Chapter 5, Division 3 of the ULDC and any other provision within the ULDC or Village Code requiring platting, the parcels that make up the Continuum Waterfront District shall be deemed exempt from platting, and the Village Manager shall confirm the exemption at applicant's request.

V. Alcoholic Beverage and Entertainment Regulations

It is the intent of the Con?nuum Waterfront District to encourage significant monetary investment and improve the economic viability of a mixed-use project that is designed to a?ract a variety of entertainment and restaurant op?ons to the Village. The standards and regula?ons contained in this ar?cle shall serve as the exclusive mechanism through which the Village shall regulate the loca?on and opera?on of alcohol service establishments and the provision of music and entertainment within the developed por?ons of the SAP. It is the intent of the Village for these regula?ons to supersede the alcoholic beverage regula?ons promulgated in Chapter 111 of the Village Code and noise regula?ons promulgated in Chapter 96 of the Village Code for uses established within new development authorized under these regula?ons. It is provided however that such uses established within development exis?ng as of the effec?ve date of this ordinance shall con?nue to be governed by Chapters 96 and 111 of the Village Code.

A. *Distance requirements*.

1. No minimum distance shall be required between any business within the SAP licensed by the state to sell alcoholic beverages either for consump?on on or off premises and any other business, school, or religious ins?tu?on within the SAP.

2. No minimum distance shall be required between any establishment licensed to sell alcoholic beverages either for consump?on on or off premises within the SAP and any business or religious ins?tu?on outside of the SAP.

3. In considera?on of Kennedy Causeway being a six-lane highway, no minimum distance shall be required from any school located south of Kennedy Causeway.

4. No business licensed to sell alcoholic beverages either for consump?on on or off premises within the SAP shall be located within 500 feet of any school located outside the SAP and north of Kennedy Causeway.

B. *Hours of opera?on.*

1. The hours of sale of alcoholic beverages shall be modified as follows:

   a. Nightclub, bars, places of assembly, and lounges shall be allowed to sell, serve, and dispense alcoholic beverages for consump?on on the premises from 10:00 a.m. to 5:00 a.m., seven days a week.
   b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consump?on on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.
   c. Retail vendors of alcoholic beverages for consump?on on and off the premises shall be allowed to remain open from 8:00 a.m. un?l 2:00 a.m., seven days a week.

2. The hours of sale listed in subsec?on B.1 above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food or nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sales of alcoholic beverages within the Con?nuum Waterfront District.* If permi? ed in accordance with state permi? ng requirements, alcoholic beverages sold for consump?on on the premises by a vendor within the SAP may be consumed, held, carried, and transported in the container in which it was served at any loca?on within the SAP, either indoors, outdoors, or aboard boats moored at docks located within the SAP, to the extent it is permi? ed by state law.

D. *Hours for music and entertainment; permissible sound levels.*

1. Music, singing, and other forms of entertainment, whether amplified or not, shall be permi? ed within the SAP:
    a. Indoors at any ?me during business hours of any facility or business; and
    b. Outdoors no later than 11:00pm during weeknights and 11:59pm on Fridays, Saturdays, Sundays, and legal holidays as provided by state law.

2. In lieu of the regulations contained in Chapter 96, businesses within the SAP shall not cause, allow, or permit the making of any sound that is plainly audible at a distance of 150 feet from the exterior boundary of the Con?nuum Waterfront District between the hours of 11:00pm and 7:00am during weeknights and 11:59pm and 7:00am on Fridays, Saturdays, Sundays, and legal holidays as provided by state law.

    a. For the purpose of this subsec?on plainly audible shall mean a sound that is clearly and dis?nctly heard by a person using their normal hearing facul?es. The sound must be easily perceived and not muffled or distorted.

3. The Village Manager may issue a temporary permit to allow noise that would otherwise be prohibited when produced by a temporary use, special event, or ac?vity.

E. *Outdoor sales of alcoholic beverages.* Provided that each operator of an outdoor facility vending and serving alcoholic beverages is duly licensed by the state and permi? ed to operate pursuant to the Village Code, those persons or en? ?es within the SAP licensed under the state beverage license laws may sell and serve beer, wine, and alcoholic beverages of any type, regardless of alcohol content, at any loca?on within the SAP licensed for such sale and under the control of such licensee, including, but not limited to: sidewalk cafes; outdoor areas designed for food or beverage consump?on or both adjacent to and operated in concert with a business operated within enclosed premises;

and licensed freestanding structures such as outdoor bars and kiosks selling food or beverages and pushcart type vehicles.

F. *Conflict with Chapter 111 of the Village Code*. In the event of a conflict with any provision of chapter 111 of the Village Code, this sec?on shall prevail.

VI. Signs

A. Notwithstanding Section 15.6.E or any other ULDC provisions to the contrary, in furtherance of the intent of the Continuum Waterfront District to provide transformational mixed-use development to elevate the Village's skyline, each building frontage may have a wall mural sign where the area actually occupied by the graphic and text elements of the sign does not exceed 50 percent of the wall area on which it is located, provided that such sign is at least 300 feet above grade and either (i) directs attention to a business, service, entertainment venue, or facility located upon the premises where such sign is located, (ii) contains artwork or other noncommercial message, or (iii) identifies the owner, operator, tenant, or developer of the property.

B. For avoidance of doubt, the sign area shall not include the building paint scheme so long as such paint scheme is consistent for the entire facade of the building that the sign is located on.

C. Sandwich signs shall be prohibited within the Island Walk.

VII. Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Continuum Waterfront District SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.
B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:
    a. Before 8:00 am Monday through Friday;
    b. After 5:00 pm Monday through Friday; and
    c. Before 9:00 am on Saturday.
C. During construction, loud music shall be prohibited at all times.
D. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms.
E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.
F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;
G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

VIII. Legal Description

The following are the legal descriptions of the sites that comprise the Continuum Waterfront District:

A. Continuum West:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

B. Continuum East:

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET

TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan X**

ULDC Text Amendment _____

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC
   (If different from Owner)
2. Contact Phone: 305-982-5678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address 98 Southeast Seventh Street Suite 1100 Miami, FL 33131

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

N/A

2. Reason for Request: N/A

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: 1755 JFK Owner, LLC and 1819 NBV Owner, LLC
2. Contact Phone: 305-982-5678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address: 98 Southeast Seventh Street Suite 1100 Miami, FL 33131
4. Site Address: See attached Survey.
5. Legal Description of Property: See attached Survey.
6. Folio Number(s): 23-3209-000-0110 and 23-3209-000-0123
7. Lot Size (Acres): 3.652
8. Existing Zoning Designation: T6-30 Zoning Requested: Continuum NBV SAP
9. Reason for Request: See Letter of Intent

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the Attorney (designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

_____
Signature

Attorney
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this _____ day of_____, 20____.

_____
Notary

Public Commission expires: _____

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature_____

Print Name Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed to before me this _____ day of _____, 20____,

by _____, who is personally known to

me or who has produced _____ as identification.

_____
Notary Public Signature

Commission
Number/Expiration_____

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: _____

Relationship to the project: (e.g., property owner, architect, developer, attorney)
Attorney

Full Name: Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

Current Address: 98 Southeast Seventh Street Suite 1100

City: Miami State: FL Zip: 33131

Telephone: 305-982-5678 Email: Christopher.penelas@akerman.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

_____
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

_____
Notary Public, State of Florida at Large

My Commission expires _____, 20____.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
    a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
    b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
    c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
    d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
    e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
    f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
    g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
    h. A parking management program that enables shared parking among public and private Uses.
    i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - Total acreage
  - Dwelling units per acre
  - Gross floor area
  - Building height
  - Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

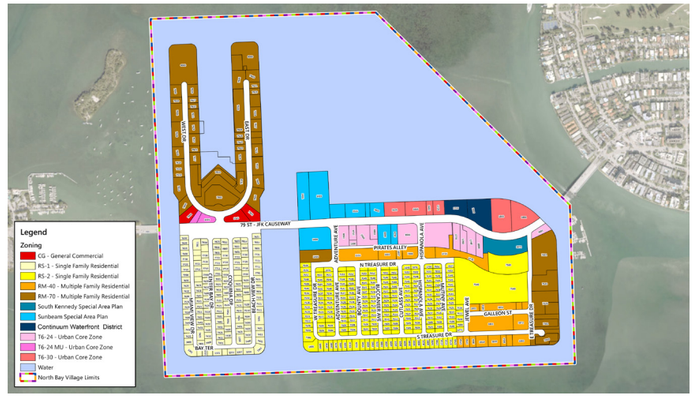
Cash or Check #_____ Cost Recovery Dep: $_____

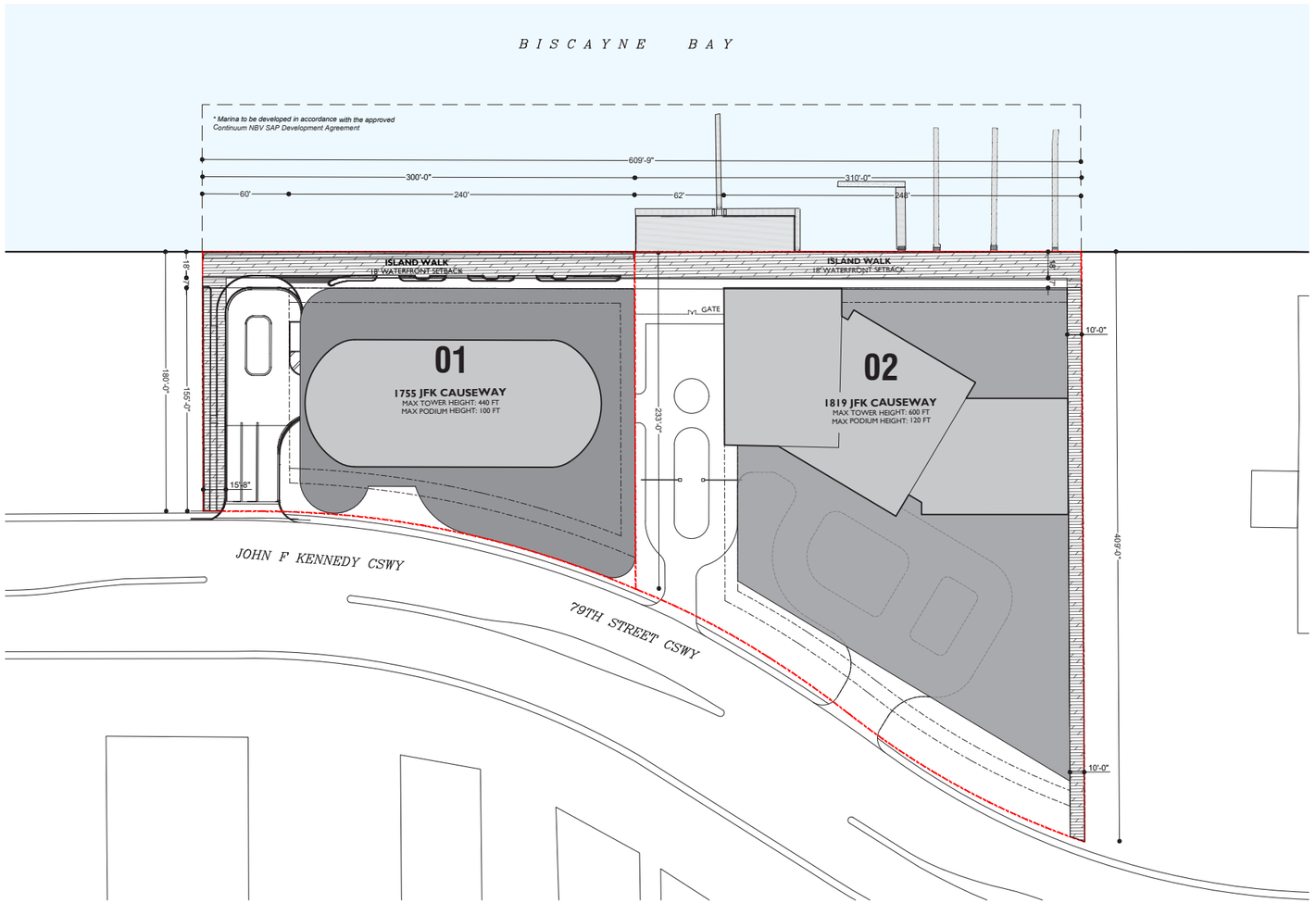
CONTINUUM WATERFRONT DISTRICT

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T 305.372.1812 F 305.372.1175

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TAX FOLIOS

	FOLIO	LOT AREA SF	LOT AREA AC
01	23-3209-000-0110	58,504 SF	1.343
02	23-3209-000-0120	100,564 SF	2.309
	TOTAL	**159,068 SF**	**3.652**

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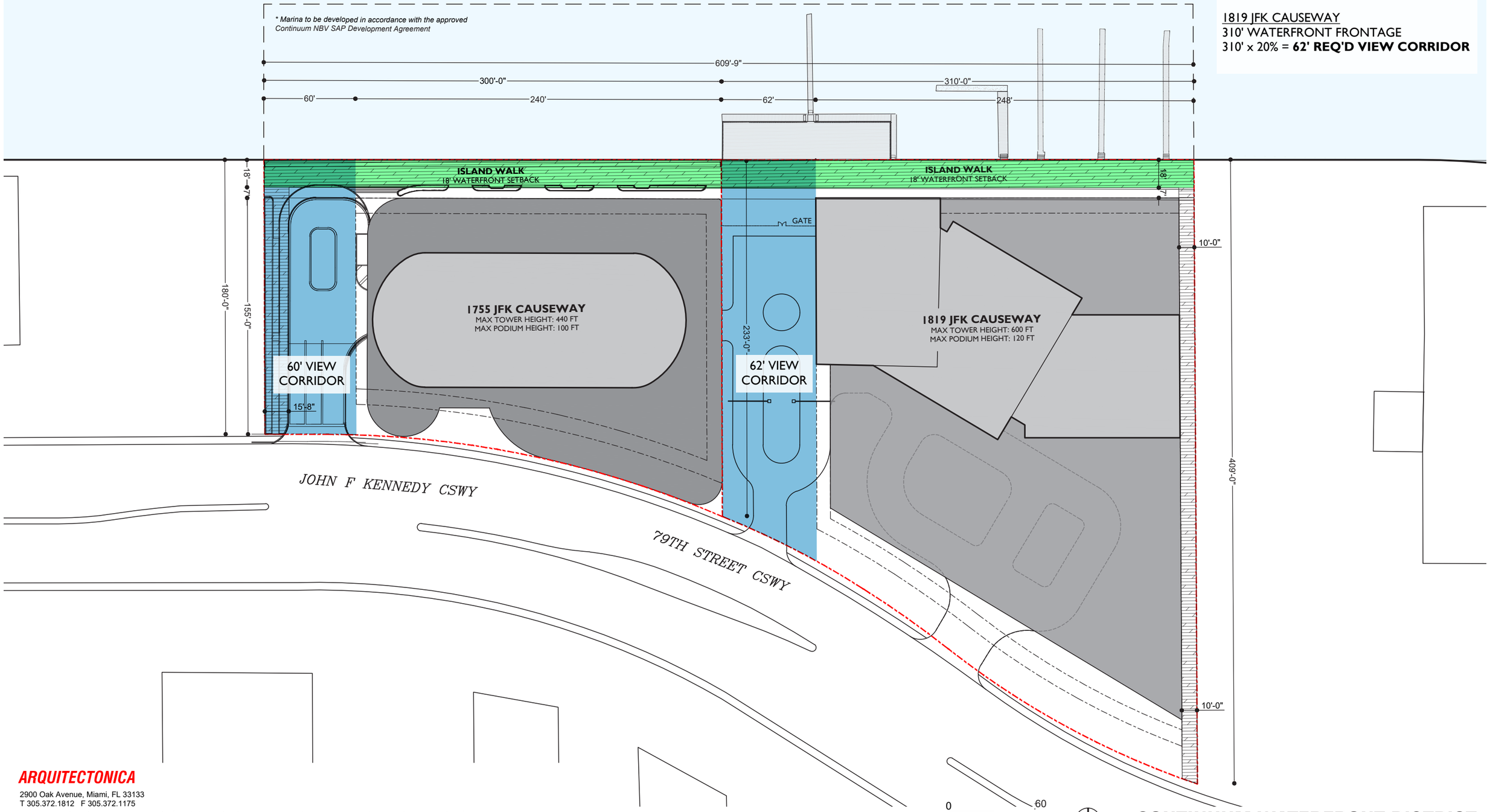
04.22.2025

VIEW CORRIDOR

VIEW CORRIDOR REQ'D WIDTH:
20% OF WATERFRONT FRONTAGE

1755 JFK CAUSEWAY
300' WATERFRONT FRONTAGE
300' x 20% = **60' REQ'D VIEW CORRIDOR**

1819 JFK CAUSEWAY
310' WATERFRONT FRONTAGE
310' x 20% = **62' REQ'D VIEW CORRIDOR**



0 60

SCALE: 1" = 60'

04.22.2025

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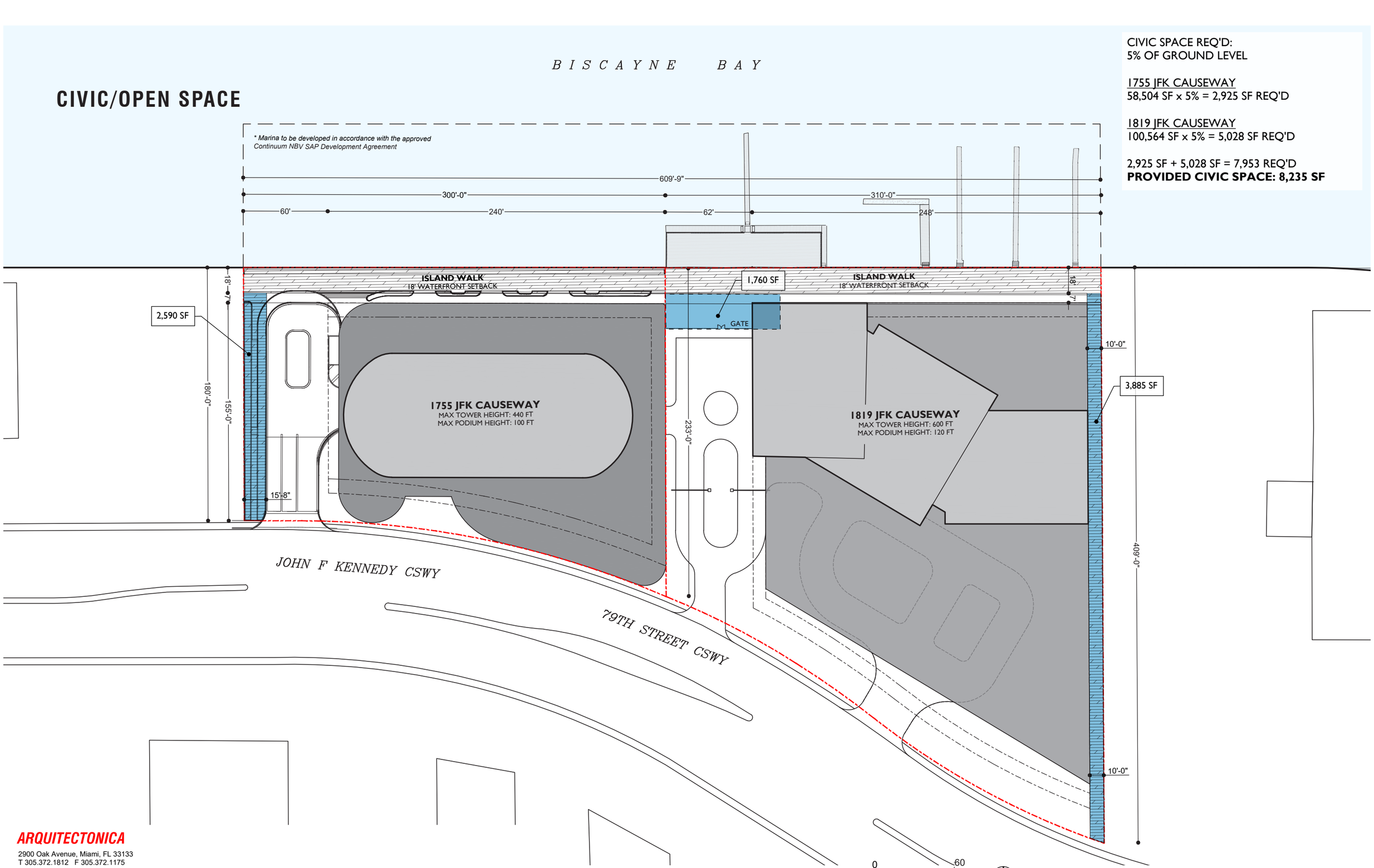
CIVIC/OPEN SPACE

CIVIC SPACE REQ'D:
5% OF GROUND LEVEL

1755 JFK CAUSEWAY
58,504 SF x 5% = 2,925 SF REQ'D

1819 JFK CAUSEWAY
100,564 SF x 5% = 5,028 SF REQ'D

2,925 SF + 5,028 SF = 7,953 REQ'D
PROVIDED CIVIC SPACE: 8,235 SF



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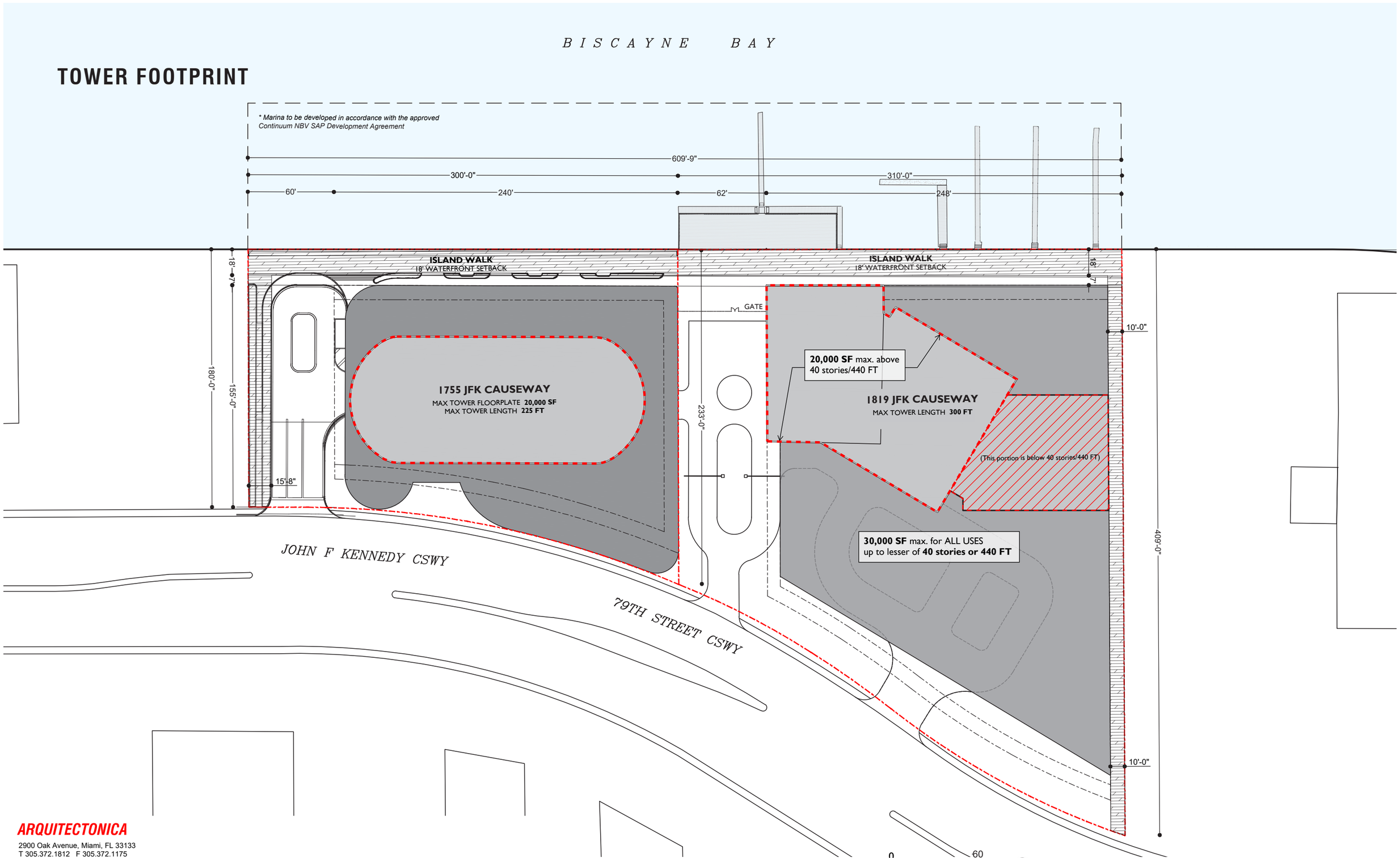
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04.22.2025

0 60
SCALE: 1" = 60'

TOWER FOOTPRINT



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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.

04.22.2025

0 60

SCALE: 1" = 60'

GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CABLE TELEVISION BOX
- CATCH BASIN
- CENTERLINE
- CHECK VALVE ASSEMBLY
- CIRCULAR DRAIN
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CPP CONCRETE POWER POLE
- CONTROL POINT
- CURB INLET
- ELECTRIC BOX
- ELECTRIC HAND HOLE
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. TRANSFORMER PAD
- FPL F.P.L. TRANSMISSION POLE
- GAS MANHOLE
- GAS METER
- GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GP GUARD POST
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- OVERHEAD WIRES (APPROXIMATE)
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PRM PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIAMESE CONNECTION
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT HAND HOLE
- SMALL INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC SIGNAL POST
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- HANDICAP PARKING
- Sa STROLLER PARKING

ABBREVIATIONS:

- R denotes RADIUS
- Δ denotes DELTA ANGLE
- L denotes ARC DISTANCE
- T denotes TANGENT DISTANCE
- PCP denotes PERMANENT CONTROL POINT
- PRM denotes PERMANENT REFERENCE MONUMENT
- PB denotes PLAT BOOK
- PG denotes PAGE
- POC denotes POINT OF COMMENCEMENT
- POB denotes POINT OF BEGINNING
- OHW denotes OVERHEAD UTILITY WIRES
- ORB denotes OFFICIAL RECORDS BOOK
- PC denotes POINT OF CURVATURE
- CBS denotes CONCRETE BLOCK STRUCTURE
- C&G denotes CURB & GUTTER
- CLF denotes CHAINLINK FENCE
- WF denotes WOOD FENCE
- F.I.P. denotes FOUND IRON PIPE
- S.I.P. denotes SET IRON PIPE & LB-87 CAP
- F.N.D. denotes FOUND NAIL & BRASS DISC
- S.N.D. denotes SET LB-87 NAIL & BRASS DISC
- C.L. denotes CLEAR
- ENCR. denotes ENCROACHMENT

- (D) denotes DEED INFORMATION
- (L) denotes INFORMATION BY LEGAL DESCRIPTION
- (M) denotes MEASURED INFORMATION
- (R) denotes RECORD OR PLATTED INFORMATION

PAINTED UNDERGROUND UTILITIES (APPROXIMATE)

- COMM — COMMUNICATION
- DRAIN — DRAINAGE
- FPL — ELECTRIC
- FM — FORCE MAIN
- IRRIG — IRRIGATION
- GAS — NATURAL GAS
- SM — SANITARY SEWER
- WM — WATER

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N88°41'24"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY (S.R. No. 934) BETWEEN HISPANOLA AVENUE AND E. TREASURE DR.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. OVERALL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 159,068± SQ. FT. (3.652± ACRES) WEST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 58,504± SQ. FT. (1.343 ACRES) EAST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 100,564± SQ. FT. (2.309± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8' & ELEVATION 9'), PER FLOOD INSURANCE RATE MAP NO. 12086C0307L, COMMUNITY NO. 120654, PANEL NO. 0307, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. EASEMENTS, ENCUMBRANCES AND ENCROACHMENTS, IF ANY, ARE BASED SOLELY ON CLEAR VISIBLE EVIDENCE COLLECTED DURING THE SURVEY AND AS SHOWN ON THE UNDERLYING PLAT(S) OF RECORD. THE SURVEYED LANDS MY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY BE DISCLOSED BY A SEARCH OF TITLE, WHICH WAS NOT MADE AVAILABLE TO THE SURVEYOR.
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET AND HUNDREDTHS THEREOF.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK DOT BM, LOCATOR. 3231 S.W. LOC1: 79th ST CSWY---, LOC2: TREASURE ISLAND & NORMANDY ISLE----BRIDGE BETWEEN, DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE, ELEVATION = 15.55' N.G.V.D. 29.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS AS SET FORTH IN RULES 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

STEVEN JOHNSON LICENSED No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Mark S Johnson

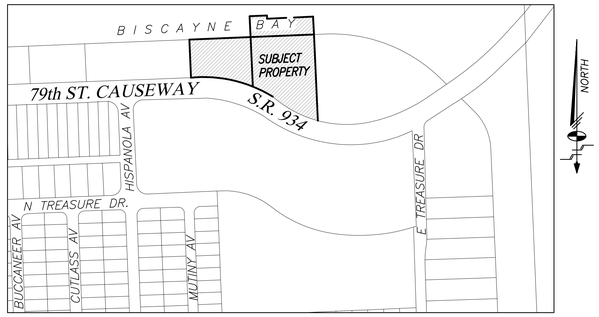
This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

TREE TABLE

TREE NO	COMMON NAME	SPECIES	DIA. IN.	HT. FT.	CNPY. Ø FT.
1	CABBAGE PALM	"Sabal palmetto"	15	25	8
2	CABBAGE PALM	"Sabal palmetto"	14	15	12
3	CABBAGE PALM	"Sabal palmetto"	15	15	12
4	CABBAGE PALM	"Sabal palmetto"	10	15	12
5	CABBAGE PALM	"Sabal palmetto"	10	15	12
6	CABBAGE PALM	"Sabal palmetto"	12	15	12
7	CABBAGE PALM	"Sabal palmetto"	14	15	12
8	ROYAL PALM	"Roystonia elata"	17	20	15
9	QUEEN PALM	"Syagrus romanzoffiana"	8	10	10
10	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	10	15
11	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	14	15
12	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
13	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
14	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	15	15
15	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
16	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	15	15
17	CHRISTMAS PALM	"Veitchia merrillii"	6	12	6
18	UNKNOWN 1	UNKNOWN 1	(5)3	10	10
19	UNKNOWN 2	UNKNOWN 2	(3)3	10	6
20	UNKNOWN 3	UNKNOWN 3	(2)3	8	8
21	SLASH PINE	"Pinus elliottii"	2	10	3
22	SLASH PINE	"Pinus elliottii"	3	10	5
23	UNKNOWN 4	UNKNOWN 4	3	10	6
24	CABBAGE PALM	"Sabal palmetto"	4	3	3
25	BUTTONWOOD	"Conocarpus erectus"	2	8	3
26	BUTTONWOOD	"Conocarpus erectus"	(2)2	8	4
27	BUTTONWOOD	"Conocarpus erectus"	2	8	3
28	BUTTONWOOD	"Conocarpus erectus"	(2)2	8	5
29	BUTTONWOOD	"Conocarpus erectus"	3	8	6
30	BUTTONWOOD	"Conocarpus erectus"	2	6	3
31	BUTTONWOOD	"Conocarpus erectus"	(2)2	6	3
32	BUTTONWOOD	"Conocarpus erectus"	3	6	3
33	BLACK OLIVE	"Bucida buceras"	(2)24	30	30
34	COCONUT PALM	"Cocos nucifera"	24	35	15
35	COCONUT PALM	"Cocos nucifera"	12	35	15
36	SOLITAIRE PALM	"Ptychosperma elegans"	8	15	15
37	ROYAL PALM	"Roystonia elata"	20	15	15
38	SEAGRAPE	"Coccoloba uvifera"	50	35	40
39	SOLITAIRE PALM	"Ptychosperma elegans"	6	15	7
40	SOLITAIRE PALM	"Ptychosperma elegans"	5	15	7
41	ROYAL PALM	"Roystonia elata"	30	25	15
42	COCONUT PALM	"Cocos nucifera"	8	20	15
43	COCONUT PALM	"Cocos nucifera"	10	20	15
44	SOLITAIRE PALM	"Ptychosperma elegans"	(3)6	15	15
45	COCONUT PALM	"Cocos nucifera"	15	25	15
46	COCONUT PALM	"Cocos nucifera"	13	25	15
47	COCONUT PALM	"Cocos nucifera"	13	25	20
48	COCONUT PALM	"Cocos nucifera"	12	25	15
49	PYGMY DATE PALM	"Phoenix roebelenii"	(4)4	15	25
50	COCONUT PALM	"Cocos nucifera"	18	30	15
51	COCONUT PALM	"Cocos nucifera"	18	30	15
52	COCONUT PALM	"Cocos nucifera"	24	30	20
53	COCONUT PALM	"Cocos nucifera"	15	30	15
54	COCONUT PALM	"Cocos nucifera"	18	30	15
55	COCONUT PALM	"Cocos nucifera"	17	30	15
56	COCONUT PALM	"Cocos nucifera"	18	30	15
57	COCONUT PALM	"Cocos nucifera"	18	30	15
58	COCONUT PALM	"Cocos nucifera"	17	30	15
59	COCONUT PALM	"Cocos nucifera"	18	30	15
60	COCONUT PALM	"Cocos nucifera"	17	30	15
61	COCONUT PALM	"Cocos nucifera"	17	30	15
62	COCONUT PALM	"Cocos nucifera"	18	30	15
63	COCONUT PALM	"Cocos nucifera"	18	30	15
64	COCONUT PALM	"Cocos nucifera"	18	30	15
65	COCONUT PALM	"Cocos nucifera"	15	30	15
66	COCONUT PALM	"Cocos nucifera"	15	30	15
67	COCONUT PALM	"Cocos nucifera"	17	30	15
68	COCONUT PALM	"Cocos nucifera"	17	30	15
69	COCONUT PALM	"Cocos nucifera"	18	30	10
70	COCONUT PALM	"Cocos nucifera"	10	30	10
71	COCONUT PALM	"Cocos nucifera"	12	30	15
72	COCONUT PALM	"Cocos nucifera"	12	20	15
73	COCONUT PALM	"Cocos nucifera"	12	30	15
74	COCONUT PALM	"Cocos nucifera"	12	30	15
75	COCONUT PALM	"Cocos nucifera"	12	30	15
76	COCONUT PALM	"Cocos nucifera"	13	30	20
77	COCONUT PALM	"Cocos nucifera"	12	30	20
78	COCONUT PALM	"Cocos nucifera"	10	30	15
79	COCONUT PALM	"Cocos nucifera"	10	30	15
80	COCONUT PALM	"Cocos nucifera"	12	30	15
81	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
82	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
83	CHINESE FAN PALM	"Livistona chinensis"	(2)12	15	12
84	COCONUT PALM	"Cocos nucifera"	14	30	0
85	ARECA PALM	"Chrysalidocarpus lutescens"	(4)Multi	35	0
86	SOLITAIRE PALM	"Ptychosperma elegans"	(6)Multi	30	15
87	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	35	20
88	SOLITAIRE PALM	"Ptychosperma elegans"	8	35	10
89	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	30	10
90	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
91	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
92	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	12	8
93	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	15	8
94	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
95	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
96	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3X4X5X5	20	8
97	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
98	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3X6	20	8
99	SOLITAIRE PALM	"Ptychosperma elegans"	3	6	4
100	SOLITAIRE PALM	"Ptychosperma elegans"	(3)2X3X5	20	6

NOTE:

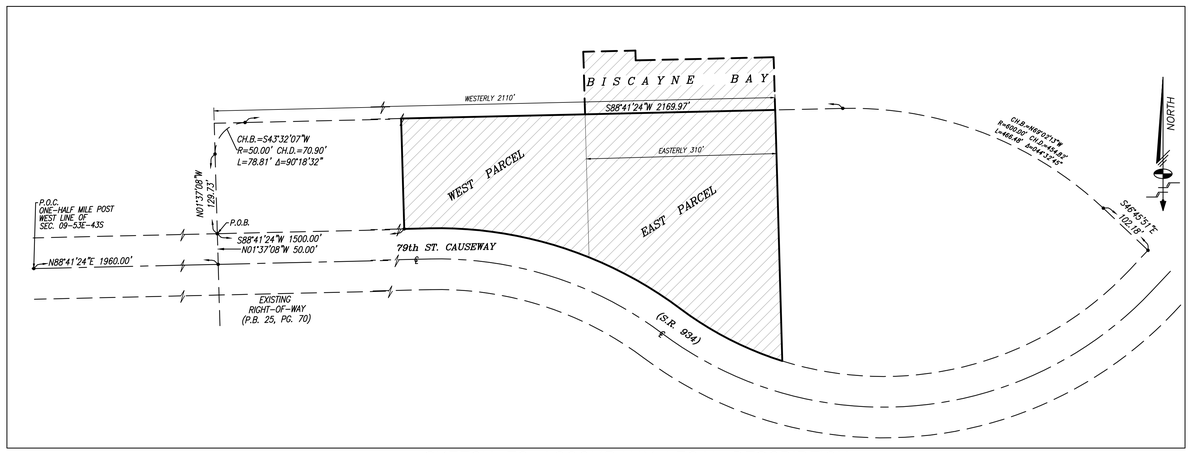
THE TREE INFORMATION AS INDICATED ON THE "TREE LIST" IS SUBJECT TO REVISION BY SUBSEQUENT SITE INSPECTION BY A CERTIFIED ARBORIST OR OTHER INDIVIDUAL WITH SIMILAR EXPERTISE.



LOCATION SKETCH

Scale: 1"=300'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Scale: 1"=100'

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS ENGINEERS LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: L.L.C. Date: 12-4-2024 | Checked By: M.S.J. Date: 12-06-2024
Order No. 219845 F.B. No. 2172 Pg.36 | Scale: AS SHOWN

NOTE: This sketch is not valid unless it bears the original signature and raised seal of a Florida licensed surveyor and mapper.

ALTA/NSPS LAND TITLE SURVEY

1755 JFK COUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

REVISIONS

By:	Remarks:	Field Book	Order No.	Date:

Sheet 1 of 2

FILE NO. AJ-6308 COM

K:\095342\1819-1855 79 STREET CSWY\SURVEY\DWG\PORTION OF SECTION 9-53S-42E.COMBINE (11-21-2024) dwg.dwg, 12/31/2024 11:56:19 AM, DWG To PDF.pc3

GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. TRANSFORMER PAD
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-5 INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIAMESE CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT HAND HOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
T denotes TANGENT DISTANCE
PCP denotes PERMANENT CONTROL POINT
PRM denotes PERMANENT REFERENCE MONUMENT
PB denotes PLAT BOOK
PG denotes PAGE
POC denotes POINT OF COMMENCEMENT
POB denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
ORB denotes OFFICIAL RECORDS BOOK
PC denotes POINT OF CURVATURE
CBS denotes CONCRETE BLOCK STRUCTURE
CONC denotes CONCRETE
CLF denotes CHAINLINK FENCE
WF denotes WOOD FENCE
F.I.P. denotes FOUND IRON PIPE
F.I.R. denotes FOUND IRON ROD W/ CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET 1/8"-ST NAIL & BRASS DISC
CL denotes CLEAR
ENCR. denotes ENCROACHMENT

(D) denotes DEED INFORMATION
(C) denotes INFORMATION BY LEGAL DESCRIPTION
(M) denotes MEASURED INFORMATION
(R) denotes RECORD OR PLATTED INFORMATION

PAINTED UNDERGROUND UTILITIES (APPROXIMATE)

COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
SM — SANITARY SEWER
WM — WATER

SEAWALL DETAIL
Scale: 1"=10'

SEAWALL WEST
Scale: 1"=10'

SEAWALL EAST
Scale: 1"=10'

B I S C A Y N E B A Y

S88°41'24"W 85.00'
1'ø WOOD PILE (TYP.)
N01°13'08"W 16.00'
S88°41'24"W 225.00'(R) 224.96'(M)
N01°13'08"W 120.00'
MARINA SOVEREIGNTY SUBMERGED LAND LEASE AREA (O.R.B. 16859 PG. 5293), (O.R.B. 18212 PG. 108) (O.R.B. 20709 PG. 4151), (O.R.B. 27068 PG. 1428) (O.R.B. 28320 PG. 2288), (O.R.B. 30059 PG. 4829)
MARINA SOVEREIGNTY SUBMERGED LAND LEASE AREA AREA=28,016± SQ. FT. (0.643± ACRES)
N01°13'08"W 86.00'
P.O.B. SOVEREIGNTY SUBMERGED LAND LEASE AREA
NORTH
N88°41'24"E 300.00'(L) 299.92'(M)
N88°41'24"E 310.00'(L) 309.96'(M)
S88°41'24"W 809.89'
COVERED AREA
F.N.D.
1.4' SEAWALL CAP
1.5' SEAWALL CAP
WOOD DECK
C.B.S. WALL
WOOD STEPS
3.9'± CONC. DECK
6.3'± WOOD DECK
3.4'± WOOD DECK
6.6'± WOOD DECK
OUTFALL 8'± CLAY
OUTFALL 6'± CLAY
BOTTOM OF WALL 0.16' ENCR. W.
FND. MAG. NAIL AND DISC LB #8092 0.05' S.
WALL 0.74' CLR.
WALL 0.24' ENCR.-EAST
WALL 0.07' ENCR. EAST
W.F. 0.73' EAST CLR.
W.F. 0.75' EAST
W.F. 1.50' EAST CLR.
6' W.F.
5' W.F.
6' M.F.
5' M.F.
GATE
GATE OPEN TO BELOW
STAIRS
STAIRS TO 3rd FLOOR
TILED POOL DECK
POOL
PL
69.8'
25' REAR SETBACK LINE
54.82'
91.70'
54.43'
40.4'
10.66'
27.54'
14.11'
10.62'
85.54'
85.01'
74.61'
27.28'
41.02'
59.14'
A/C
5 STORY C.B.S. BUILDING # 1855
METAL LID
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
F.F.E.=3.60'
119.38'
62' SIDE SETBACK LINE
28.68'
14.11'
2.90'
9.80'
3.55'
3.73'
2.90'
3 STORY C.B.S. BUILDING # 1819
1 STORY C.B.S. BUILDING # 1819
95.25'
308.60'
10.86'
8.55'
15.65'
15.29'
11.78'
11.66'
11.27'
42.67'
14.66'
11.61'
27.70'
91.75'
15' SIDE SETBACK LINE
WALL 0.02' ENCR.-W.
C.L.F. 0.43' CLR. W.
C.L.F. 1.31' CLR. W.
20'x2.0' CONCRETE BASE(TYP.)
24.45'
20.70'
7.40'
14.43'
62.4'
R=550.48'
Δ=19°27'04"
L=186.88'
TAN=94.35'
20' SIDE SETBACK LINE
CONC. WALL
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
F.F.E.=3.60'
RAMP
11 PARKING SPACES
42 PARKING SPACES
ASPHALT PAVEMENT
RIM=6.17'
I.E.=1.32'(N)8"ø CLAY
I.E.=2.30'(S)8"ø CLAY
BOTTOM=2.30'
RIM=6.13'
I.E.=2.81'(N)8"ø CLAY
I.E.=2.84'(S)8"ø CLAY
BOTTOM=2.54'
RIM=6.15'
I.E.=2.94'(N)8"ø CLAY
I.E.=3.27'(S)8"ø CLAY
BOTTOM=2.88'
RIM=6.20'
I.E.=3.66'(N)8"ø CLAY
BOTTOM=3.63'
RIM=6.43'
I.E.=3.68'(NW)10"ø R.C.P.
I.E.=3.78'(SE)10"ø METAL
BOTTOM=3.43'
RIM=6.45'
I.E.=4.24'(SE)4"ø P.V.C.
BOTTOM=(-)0.13'
RIM=8.52'
BOTTOM=(-)0.63'
RIM=8.47'
BOTTOM=(-)0.63'
RIM=8.51'
I.E.=4.41'(NW)8"ø R.C.P.
I.E.=4.21'(SE)8"ø P.V.C.
BOTTOM=4.01'
RIM=6.89'
I.E.=4.04'(NW)10"ø METAL
I.E.=3.92'(SE)10"ø METAL
RIM=5.14'
I.E.=(-)0.15'(N)10"ø R.C.P.
I.E.=(-)0.35'(S)10"ø R.C.P.
I.E.=2.14'(S)4"ø P.V.C.
BOTTOM=(-)0.35'
RIM=5.22'
I.E.=(-)0.15'(N)10"ø R.C.P.
I.E.=(-)0.35'(S)10"ø R.C.P.
BOTTOM=1.85'
RIM=5.39'
I.E.=(-)0.20'(N)10"ø R.C.P.
I.E.=(-)0.15'(S)10"ø R.C.P.
BOTTOM=(-)0.37'
RIM=5.38'
I.E.=(-)0.20'(N)10"ø R.C.P.
I.E.=(-)0.28'(S)10"ø R.C.P.
BOTTOM=2.04'
RIM=5.04'
I.E.=1.24'(N)10"ø METAL
I.E.=3.64'(S)10"ø METAL
BOTTOM=3.44'
RIM=5.04'
I.E.=(-)0.17'(N)12"ø METAL
I.E.=(-)0.17'(W)12"ø METAL
RIM=7.26'
I.E.=(-)0.17'(N)12"ø METAL
I.E.=(-)0.17'(W)12"ø METAL
RIM=4.97'
I.E.=FULL OF DIRT
BOTTOM=3.30'
RIM=7.14'
T.O.P.=2.74'(NE)
I.E.=(-)0.55'(E)12"ø METAL
I.E.=(-)0.59'(W)12"ø METAL
RIM=5.04'
I.E.=FULL OF DIRT
BOTTOM=2.99'
RIM=4.58'
I.E.=2.65'(NW) R.C.P.
I.E.=4.17'(S) R.C.P.
BOTTOM=1.72'
RIM=5.09'
I.E.=0.18'(S)10"ø R.C.P.
BOTTOM=(-)0.14'
(ZONE AE) (EL 9 FEET)
(ZONE AE) (EL 8 FEET)
APPROXIMATE FLOOD ZONE LINE
15 PARKING SPACES
13 PARKING SPACES
10 PARKING SPACES
8 PARKING SPACES
7 PARKING SPACES
17 PARKING SPACES
F.P.L. TRANSFORMERS ON CONCRETE SLAB
TILED POOL DECK
GRASS
6' C.L.F.
5' CONC. SIDEWALK
2' CURB & GUTTER
CONC. MEDIAN
3.5'± CONCRETE MEDIAN
GRASS MEDIAN
A PORTION OF N.E. 1/4 OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST NOT SUBDIVIDED
TRACT OF LAND (VACANT)
S01°13'08"E 409.42' (NOT RADIAL)
S01°13'08"E 180.00'
N01°13'08"W 180.00'
C.L.F. 1.49' WEST
C.L.F. 0.71' WEST
C.L.F. 0.9' EAST
S88°41'24"W 40.93'
FND. D.H.
S.N.D.
R=657.82'
Δ=14°58'27"
L=171.92'
TAN=86.45'
N81°34'11"E 50.00' (RADIAL)
CH.B.=N79°42'12"W R=657.82' CH.D.=266.69' L=266.51' Δ=23°12'47"
L=266.51' Δ=023°12'47" R=657.82' CH.D.=264.69' Ch.B.=N79°42'12"W
79th ST. CAUSEWAY (S.R. 934) (PUBLIC RIGHT-OF-WAY)
N.E. 79th ST. CAUSEWAY (S.R. 934) (100 PUBLIC RIGHT-OF-WAY) (F.D.O.T. SECTION 87080)
ASPHALT PAVEMENT
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
APPROXIMATE FINAL FLOOD ZONE LINE
O.R.B. 28320, PG. 2288
PORTABLE POWER & TEMPERATURE
ELECTRIC PANEL
17 PARKING SPACES
RIM=5.46'
I.E.=4.14'(N)10"ø METAL
I.E.=4.14'(S)10"ø METAL
BOTTOM=3.94'
RIM=5.39'
I.E.=4.29'(N)10"ø R.C.P.
I.E.=4.29'(S)10"ø R.C.P.
BOTTOM=2.04'
RIM=5.14'
I.E.=(-)0.20'(N)10"ø R.C.P.
I.E.=(-)0.15'(S)10"ø R.C.P.
I.E.=2.14'(S)4"ø P.V.C.
BOTTOM=(-)0.35'
RIM=5.22'
I.E.=(-)0.15'(N)10"ø R.C.P.
I.E.=(-)0.35'(S)10"ø R.C.P.
BOTTOM=1.85'
RIM=6.89'
I.E.=4.04'(NW)10"ø METAL
I.E.=3.92'(SE)10"ø METAL
RIM=5.04'
I.E.=1.24'(N)10"ø METAL
I.E.=3.64'(S)10"ø METAL
BOTTOM=3.44'
RIM=5.04'
I.E.=(-)0.17'(N)12"ø METAL
I.E.=(-)0.17'(W)12"ø METAL
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I.E.=(-)0.17'(N)12"ø METAL
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T.O.P.=2.74'(NE)
I.E.=(-)0.55'(E)12"ø METAL
I.E.=(-)0.59'(W)12"ø METAL
RIM=5.04'
I.E.=FULL OF DIRT
BOTTOM=2.99'
RIM=4.58'
I.E.=2.65'(NW) R.C.P.
I.E.=4.17'(S) R.C.P.
BOTTOM=1.72'
RIM=5.09'
I.E.=0.18'(S)10"ø R.C.P.
BOTTOM=(-)0.14'
(ZONE AE) (EL 9 FEET)
(ZONE AE) (EL 8 FEET)
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7 PARKING SPACES
17 PARKING SPACES
F.P.L. TRANSFORMERS ON CONCRETE SLAB
TILED POOL DECK
GRASS
6' C.L.F.
5' CONC. SIDEWALK
2' CURB & GUTTER
CONC. MEDIAN
3.5'± CONCRETE MEDIAN
GRASS MEDIAN
A PORTION OF N.E. 1/4 OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST NOT SUBDIVIDED
TRACT OF LAND (VACANT)
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C.L.F. 0.9' EAST
S88°41'24"W 40.93'
FND. D.H.
S.N.D.
R=657.82'
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L=266.51' Δ=023°12'47" R=657.82' CH.D.=264.69' Ch.B.=N79°42'12"W
79th ST. CAUSEWAY (S.R. 934) (PUBLIC RIGHT-OF-WAY)
N.E. 79th ST. CAUSEWAY (S.R. 934) (100 PUBLIC RIGHT-OF-WAY) (F.D.O.T. SECTION 87080)
ASPHALT PAVEMENT

NORTH BAY VILLAGE, FLORIDA
DEVELOPMENT IMPACT ANALYSIS REPORT

Project Name:	1755 Kennedy Causeway
Location:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
Address:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
General Project Description:	Redevelopment of existing surface parking lot to a multi-story mixed-use building including 236 apartment units, 10,998 SF of full-service restaurant space and 634 SF of take-out restaurant.
Site Square Feet / Acreage:	60,900 SF / 1.40 acres

The following information and analysis are intended to satisfy the requirements set forth in Sections 5.18 – 5.20 of the Unified Land Development Code of North Bay Village, Florida, which provides guidelines and requirements to ensure that the Level of Service (LOS) standards as set forth in the adopted Comprehensive Plan will be maintained, unless mitigation is provided. The following LOS standards shall be used to analyze the infrastructure impacts of each development.

§ 5.20.A Potable Water –

1. Minimum design flow: 110 gallons per day (GPD) per capita:

   The following projected total potable water demand was calculated using land uses, square footage and/or number of units from the proposed development program, and demand rates from the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancy":

Type of Land Use	Qty.	Unit	Demand Rate per Unit (GPD)	Projected Flow Demand (GPD)
Apartment	236	Units	135 GPD/unit	31,860 GPD
Restaurant Full Service	10,998	SF	100 GPD/100 SF	10,998 GPD
Restaurant Take-Out	634	SF	100 GPD/100 SF	634 GPD
			Total Projected Demand (GPD)	43,492 GPD
			Total Projected Demand (MGD)	.043 MGD

   The total population for the Project is based on a per-capita demand of 100 gallons-per-day (GPD) from Chapter 11.243 of "Recommended Standards for Wastewater Facilities" ("Ten States Standards"), which results in a total population of 430. Applying the minimum required design flow from §5.20.A results in a total projected gallonage of 47,300 GPD, or .047 MGD. The table below shows the current permitted capacity of the MDWASD Water Treatment Plant serving the Project, along with actual consumption rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 153.69 MGD, which is well within the permitted capacity of the plant.

Plant	Permit No.	Expiration Date	Current Annual Avg. Capacity (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Hialeah-Preston	PWO-00001	-	153.64	153.69	225	71.31	31.7%

2. Pressure: To meet the minimum flow/pressure required for fire suppression as stipulated in Section 2-103.21. - Required Fire Flow; Consumption of the Miami-Dade County Code of Ordinances:

   A fire hydrant flow test performed by Miami-Dade Fire and Rescue (issued 2/4/2024) is included in Appendix A.

§ 5.20.B Wastewater - Minimum design flow of 110 gallons per day (GPD) per capita:

The following calculations of projected total wastewater flows and total population are the same as that calculated for potable water in §5.20.A.1 above. Applying the minimum required design flow of 110 GPD from §5.20.B to a population of 430 results in a total projected gallonage of 47,300 GPD, or 0.0478 MGD. The table below shows the current permitted capacity of the MDWASD Wastewater Treatment Plant serving the Project, along with actual flow rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 110.55 MGD, which is well within the permitted capacity of the plant.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Central District	FL0024805	12/31/2025	110.50	110.55	143	32.45	22.7%

Wastewater flows from the Project will be collected by an existing 12-inch diameter gravity sanitary sewer main flowing west along John F. Kennedy Causeway and conveyed south along Hispanola Avenue via a system of existing 8-inch to 15-inch diameter gravity sewer mains to the existing Hispanola Pump Station (No. 23-0003), which then lifts the flow into an existing 18-inch diameter gravity sewer main that conveys it to the existing Galleon Street (Main) pump station (No. 23-0001). The Main Pump Station then pumps into an existing 16-inch diameter sewage force main that conveys the flow north and west to Miami-Dade Water and Sewer Lift Station No. 2 (No. 30-0001).

The North Bay Village Hispanola Pump Station (No. 23-0003) is in “OK” condition per Miami-Dade County DERM. Average daily operating hours for the station are projected to be 8.20 hr./day, which is below the 10 hr./day operating rate usually flagged by Miami-Dade for further observation. The project rate was determined using Miami-Dade’s online Pump Station Capacity Estimator (Refer to Appendix B).

§ 5.20.C Transportation System –

Please refer to the updated traffic study prepared by Kimley-Horn and Associates dated January 31, 2025.

Please also refer to the North Bay Village established minimum LOS accepted for collector roadways:

Type of Facility	Minimum Peak Hour Level of Service
Collector Roadways	D

§ 5.20.D Drainage System –

The Project shall have the capacity to retain the total runoff from a design storm event of five-year frequency, including retention or detention with filtration of the first inch of runoff. Based upon the stormwater management calculations for the Project included in Appendix C, eight (8) stormwater gravity injection wells with minimum specific drawdown capacities of 250 GPM/ft-head are proposed, which will be sufficient to retain the total storm runoff volume from a design storm event of 25-year frequency and 72-hour duration with a safety factor of 2. This exceeds the Village criteria of a 5-year frequency storm.

§ 5.20.E Solid Waste – Required level of service of four pounds per capita per day.

Based on the Project population of 430 calculated in Section 5.20.A above and the solid waste section of North Bay Village's Comprehensive Plan (4 pounds of solid waste/ day), the project is expected to produce approximately 1720 lbs/day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

APPENDIX A

FIRE FLOW TEST RESULTS

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR440	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1725 79TH STREET CSWY		

Flow Test Information			
Flow Test Date:	02/01/2024 14:24:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	17
Static Pressure:	53	Pitot 2:	16
Residual Pressure:	48	Pitot 3:	
Hydrant Flow:	1211.97		
Available Flow @ 20 PSIG:	3357.72		
Sprinkler Static Pressure:	48		
Sprinkler Residual Pressure:	43		
Sprinkler Flow:	1136.97		
Comments:			

Map



Requestor Information

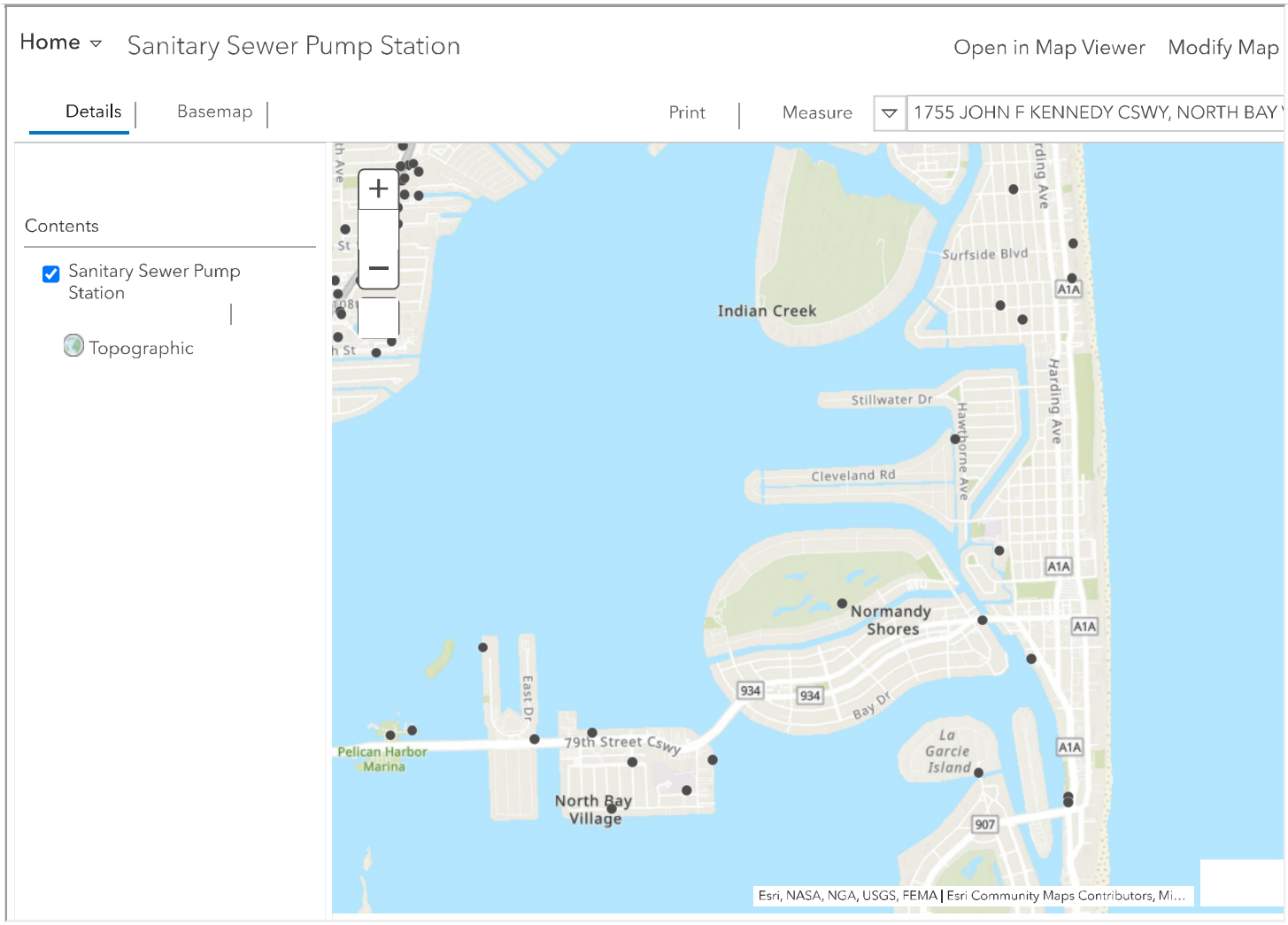
Date Requested:	02/01/2024 14:24:49
Requested By:	FIRE DEPT
Project Name:	
Application #:	

APPENDIX B

MIAMI DADE COUNTY

PUMP STATION CAPACITY ESTIMATOR

Pump Station Capacity Estimator



This Is Not An Official Document
2/11/2025 2:48 PM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the Application Guidelines or contact the **RER–DERM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	43492 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	Yes
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	43,492 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.46	0.74	8.20
↓	30	0001	OK	5.88	0.01	5.89
↓↓	30	CD	–	–	–	–

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

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LANGAN

Development Impact Analysis Report

1221 Brickell Avenue, Suite 1800 Miami, FL 33131 T: 786.264.7200 F: 786.264.7201

North Bay Village, Florida
Development Impact Analysis Report

Project Name:	1819 JFK Causeway
Address:	1819 John F. Kennedy Causeway, North Bay Village, FL 33141
Project Description:	Proposed development of a mixed-use building with 311 apartments units, 250 hotel rooms, 11,449 square-feet of restaurant space and 58,551 square-feet of commercial space.
Site Area:	100,564 SF / 2.31 AC

This analysis was conducted in accordance with Sections 5.20 and 5.22 of the Unified Land Development Code of North Bay Village, which outlines the Level of Service (LOS) standards and requirements set forth in the adopted Comprehensive Plan. The purpose of the provided information is to ensure compliance to these LOS standards and demonstrate that sufficient capacity exists for the proposed project.

§5.22.A. Potable water

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the Potable Water sub-element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected water demand calculations are based on the proposed development's land uses, square footage, and number of units, using the demand rates provided by the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancies".

Proposed Use	Loading Unit	Loading/Use		Average Daily Flow (GPD)
Apartment	311	135	GPD/UNIT	41,985
Hotel	250	115	GPD/Room	28,750
Full Service Restaurant	11,449	100	GPD/100 SF	11,449
Commercial	58,551	10	GPD/100 SF	5,855
		Total (GPD)		**88,039**
		Total (MGD)		**0.088**

As outlined in Chapter 11.243 of the Recommended Standards for Wastewater Facilities (Ten State Standards), the total population for this project is based on a per capita demand of 100 gallons per day (GPD), which results in a population of 880 for the site. Using the minimum required design flow from §5.22.A, the total projected flow is calculated to be 96,843 GPD, or 0.097 MGD.

The permitted capacity of the receiving MDWASD Water Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Hialeah-Preston Water Treatment Plant should have enough capacity to receive flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Hialeah-Preston	PWO-0001	11/30/22	135.36	135.46	225	89.5	40%

2. *Pressure: To meet Miami- Dade County Fire flow ordinance.*

A fire hydrant flow test was performed by Miami Dade County Fire Rescue on 08/26/2022. Refer to **Appendix B.**

§5.22.B. Wastewater

New development will not be approved unless there is sufficient capacity available to sustain the following levels of service for wastewater treatment, as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected wastewater flows and population are consistent with those determined for potable water in §5.22.A.1. above. The permitted capacity of the receiving MDWASD Wastewater Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Central District Wastewater Treatment Plant should have sufficient capacity to received flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Central District	FL0024805	12/31/2025	117.16	117.26	143	25.74	18%

Wastewater from the project will be conveyed to the Hispanola Pump Station (PS 23-0003) via an existing 10-inch sanitary sewer main running west along John F. Kennedy Causeway and an existing 15-inch sanitary sewer main running south on Hispanola Avenue. Flows from PS 23-0003 are then conveyed to the Galleon Street (Main) Pump Station No. 23-0001 through an existing 18-inch gravity sanitary sewer main. PS 23-0001 pumps into an existing 16-inch sewer force main to the Miami-Dade Water and Sewer Lift Station PS 23-0002.

The receiving pump station for the project is the Hispanola Pump Station No. 23-0003. Using Miami-Dade's Pump Station Capacity Estimator, the nominal average pumping operating time (NAPOT) of PS 23-0003 is currently 7.28 hr/day. The projected average daily flow for the project increases the operating time of the pump station to 8.77 hr/day, which is above the 8 hr/day threshold where DERM would require further monitoring of the pump station. Therefore, additional analysis is required from Miami-Dade DERM to determine if the pump station will have sufficient capacity for the project.

The capacity of the downstream receiving pump stations was also analyzed using the County's Pump Station Capacity Estimator. The NAPOT of Galleon Street Pump Station (PS 23-0001) is currently 3.12 hr/day. The projected average daily flow for the project increases the NAPOT of PS 23-0001 to 3.59 hr/day, which is below the 8 hr/day threshold and therefore has capacity to receive the additional flows from the project. The further downstream receiving Pump Station PS 23-0002 is currently in a temporary moratorium and has a NAPOT of 4.42 hr/day. The Pump Station would have capacity to serve the project if the moratorium is lifted, as the proposed NAPOT with the projected average daily flow is 5.45 hr/day. It is our understanding that the city is expecting the moratorium to be lifted as the latest testing results were favorable, but the final decision would be up to DERM. Refer to **Appendix B** for Pump Station Capacity Estimator.

§5.22.C. Transportation System

A Traffic Impact Analysis (TIA) will be submitted by Langan Engineering and Environmental Services and coordinated with FDOT. The TIA will also be submitted to Miami-Dade County Traffic Engineering Department as required. Trip generation calculations and any subsequent trip generation equivalency matrices will be based upon the most recent version of the Institute of Transportation Engineers (ITE) *Trip Generation, Trip Generation Handbook*, and other pertinent sources.

The table below shows the minimum LOS accepted by North Bay Village for different roadway types per the Land Development Code:

Type of Facility	Minimum Peak Hour Level of Service
Arterial Roadways	D
Collector Roadways	D
Limited Access Roadways	D

A preliminary analysis of the capacity of the 79th Street Causeway was performed for three (3) major projects in the Village. The following table summarizes the preliminary analysis indicating excess capacity of the facility.

79th Street Causeway Peak Hour Capacity Analysis	
LOS D Two-Way Capacity [1]	4,850 vph

Current Trips [2]	3,120 vph
Trips from Approved Projects	
1755 79th Street / LGE [3]	121 nph
1850 79th Street / Shoma [3]	141 vph
Trips from Proposed Project	
1819 JFK Continuum	502 vph
Remaining Capacity	966 vph

[1] Source: FDOT 2023 Quality LOS Handbook - C5 Roadway
[2] Source: 2025 Existing Traffic Volume Collected
[3] Source: Approved traffic studies for each project

§5.22.D. Drainage System

No new development shall be approved unless there is sufficient capacity available to sustain a five-year frequency storm event including retention of detention with filtration of the first inch of runoff, as established in the Drainage sub-element of the North Bay Village Comprehensive Plan.

The project will be designed to retain the total runoff from a 5-year storm event using gravity injection wells. In accordance with DERM's water quality criteria, the wells have been sized to provide a 90-second detention time. Nine (9) stormwater gravity injection wells with a minimum specific drawdown capacity of 740 GPM/ft-head are required for the project per the stormwater management calculations included in **Appendix C**. The wells have sufficient capacity to retain the 100-year, 24-hour storm event with a safety factor of 1.50, exceeding the Village's requirement for a five-year frequency storm.

§5.22.E. Solid Waste

No New development shall be approved unless there is sufficient available capacity to sustain a lever of service for solid waste of four (4) pounds per capita per day as established in the Solid Waste sub-element of the North Bay Village Comprehensive Plan.

Based on the project population of 880 calculated in Section 5.22.A.1. above, the projected solid waste production for the Project will be 3,520 lb./day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

Appendix:

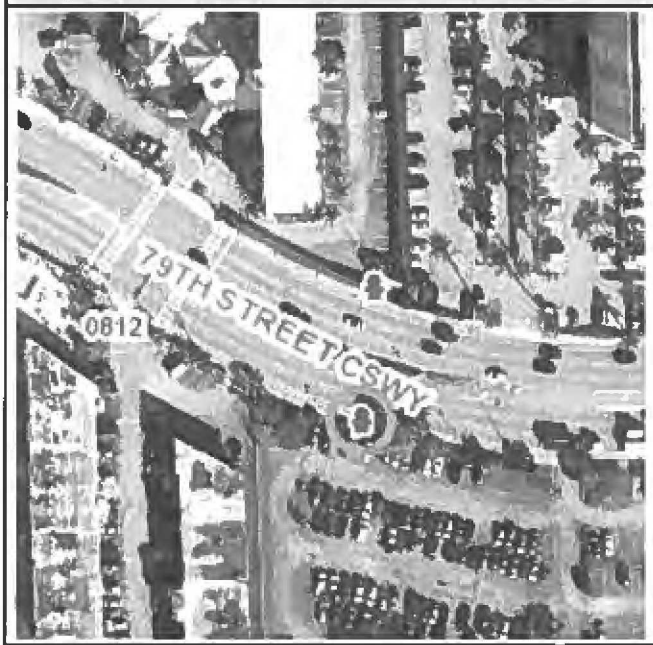
Appendix A – Hydrant Flow Test
Appendix B – Miami-Dade Pump Station Capacity Estimator
Appendix C – Stormwater Calculations

Appendix A

Hydrant Flow Test

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR426	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1800 79TH STREET CSWY		
Flow Test Information			
Flow Test Date:	08/26/2022 13:47:00	Flow Status:	COMPLETE
Test By:	E205683	Pitot 1:	18
Static Pressure:	50	Pitot 2:	18
Residual Pressure:	47	Pitot 3:	0
Hydrant Flow:	1266		
Available Flow @ 20 PSIG:	4389.7		
Sprinkler Static Pressure:	45		
Sprinkler Residual Pressure:	42		
Sprinkler Flow:	1191		
Comments:	X2022169247		

Map	Requestor Information	
	Date Requested:	08/31/2022 13:49:01
	Requested By:	FIRE DEPT
	Project Name:	NORTH BAY INN
	Application #:	

Appendix B

Miami-Dade Pump Station Capacity Estimator

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.28	1.49	8.77
↓	30	0001	OK	5.88	0.02	5.90
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0001
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0001
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0001	OK	3.12	0.47	3.59
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
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IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0002
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ ALLOCATION IS NOT ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0002
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0002	TM	4.42	1.03	5.45
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
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Pump Station Acronyms

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Appendix C

Stormwater Management Calculations

Stormwater Management Calculations

DRAINAGE WELL CALCULATIONS

PROPOSED CONDITION WEIGHTED C-VALUE 1855 79 STREET CSWY		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
2.31	0	**0.9**
Lowest elev.::	7.55 ft-NGVD	

Discharge Rate of Wells(DR) CFS/FT-Head = 740 GPM = 1.65 CFS

PROPOSED CONDITION RUNOFF CALCULATIONS								
Storm Event	Weighted C-Value	Intensity I ("/hr)	Area A (Ac)	Runoff (Q) Q=C*I*A (CFS)	Available Head H (ft)	Safety Factor	Well Discharge Rate with Safety Factor(CFS)	Wells Required
100-YR Storm 1-hr	0.90	14.70	2.31	30.56	3.15	1.50	3.46	8.83

Wells Provided 9

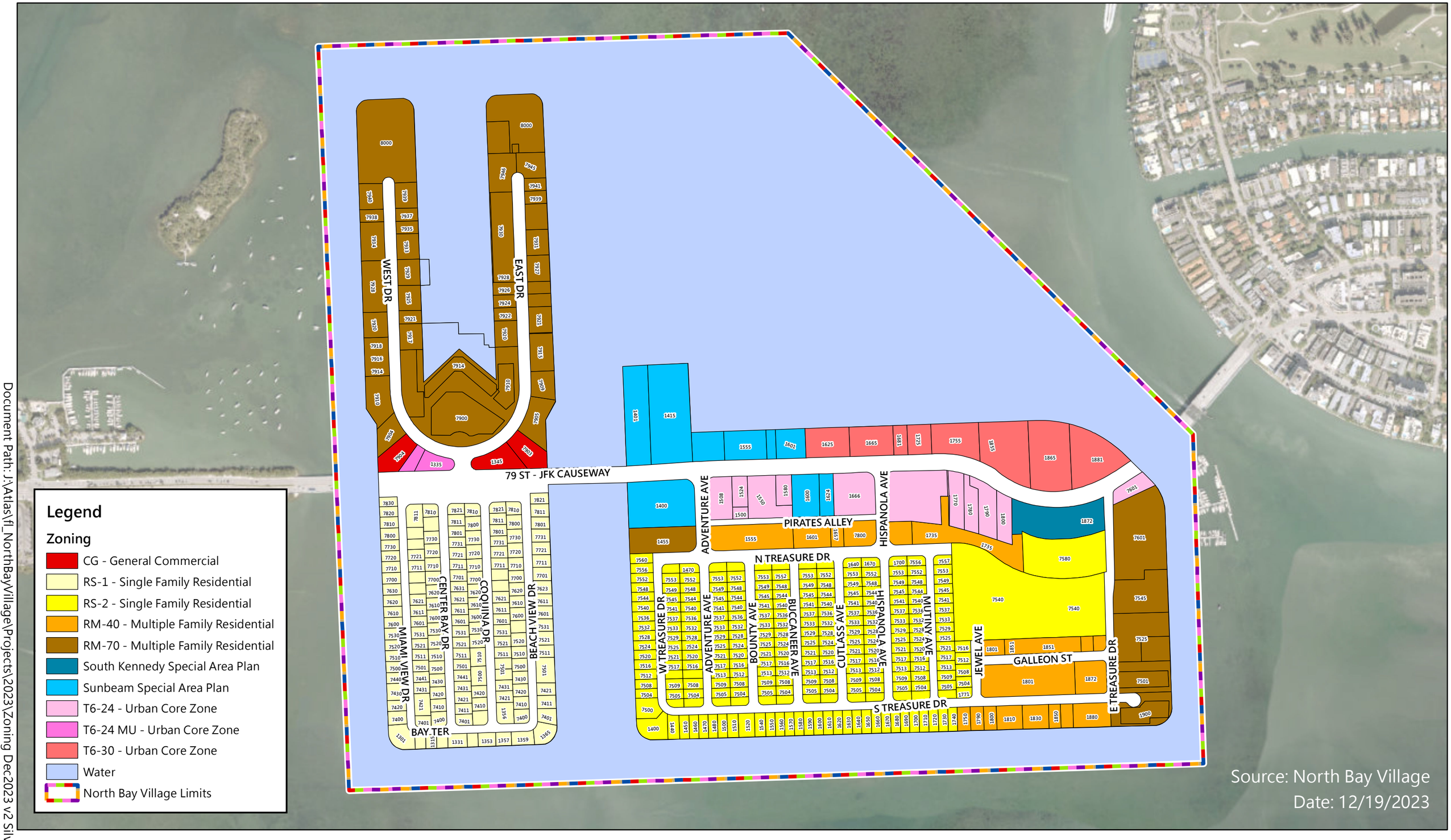
Notes:

1. Discharge Rate (DR) is assumed to be 740 GPM-FT Head Per Well based on other nearby drainage wells.
2. Peak Runoff Rate is the Stormwater Runoff (Q) - Discharge Rate of Existing Wells (DR)*Available Head (H).
3. The available head is the height between the rim of the lowest structures connected to the drainage area network to 1.5-ft above the SHWT (except when rim elevation is >9.5' NGVD (8-ft NAVD); see below).
4. If lowest rim elevation is higher than 9.5 ft NGVD (8-ft NAVD), use 9.5-ft NGVD for calculations. When abutting FDOT roads, use 8 regardless of Datum.

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO: 300360101

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO. 300360101

Drainage Area -	DA-1	
Q =	6.95	CFS (From 5 YR 1 HR Storm Event)
Volume =	625.50	CF (Q x 90 secs)
Total Number of Wells within Drainage Area =	9	Wells
Required Volume Per Well=	69.50	CF (Volume/Number of Wells)
2040 October Season High Ground Water Table	2.9	NGVD
Minimum Well Dimensions:		
L =	8	FT
W =	6	FT
Area =	48	SF (L x W)
Lowest Grate Elevation/Rim Elevation =	7.55	FT (NGVD)
Min. Top of Well Casing Elevation =	4.40	FT (NGVD)
Min. Bottom of Well Box Elevation =	2.40	FT (NGVD)
Minimum Height of Well Box for 90 sec. Detention Time		
H =	2.00	FT (Top of Well Casing Elevation - Bottom of Well Box (El.)
Total Detention Volume Below Well Casing =	89.72	CF (Area x H)-casing vol. Okay



NBV100 - Official Zoning Map

1 inch = 600 feet

N W E S 600

Document Path: J:\Atlas\fl_NorthBayVillage\Projects\2023\Zoning Dec2023 v2 Silvia Edition.mxd

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 MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

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ALBA L. CHANG, CMC,
VILLAGE CLERK

Public Hearing - Notice of Intent to Consider a Development Agreement

North Bay Village | Publish Date: May 7, 2025

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

Public Hearing - North Bay Village Commission Meeting

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Public Notice - Administrative Adjustments (Zone North)

Regulatory and Economic Resources | Publish Date: May 6, 2025

Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.

111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126

Request Public Records

2025-05-07-nbv-notice-of-inte
2025-05-20-nbv-commission-n
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-20-nbv-commission-meeting.pdf
01 - North Bay Villa...
01 - North Bay Villa...
02 - North Bay Villa...
03 - North Bay Villa...
05 - North Bay Villa...
08 - North Bay Villa...
All Bookmarks
All tools
Edit
Convert
E-Sign
miamidade... / 2025-05-20-nb...sion-meeting
Share
AI Assistant
Sign in

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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ALBA L. CHANG, CMC,
VILLAGE CLERK

01 - NBV: Madam Clerk
MDC Legal Notices - Pu
2025-05-20-nbv-commi
Snipping Tool
5/8/2025

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	**SECOND PUBLIC HEARING**
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

Public Hearing - Notice of Intent to Consider a Development Agreement

North Bay Village | Publish Date: May 7, 2025

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Public Hearing - North Bay Village Commission Meeting

North Bay Village | Publish Date: May 7, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Administrative Adjustments (Zone North)

Regulatory and Economic Resources | Publish Date: May 6, 2025

Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.

111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126

Request Public Records

2025-05-07-nbv-notice-of-inter
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-07-nbv-notice-of-intent.pdf
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NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

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DA

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City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

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Continuum West
1755
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Continuum West
1855
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Disney to build a Magic Kingdom park in the Middle East

BY BROOKS BARNES
NYT News Service

LOS ANGELES

Mickey Mouse is headed to the Middle East.

In a new test for its singularly American brand, the Walt Disney Co. said Wednesday that it had reached an agreement with the Miral Group, an arm of the Abu Dhabi, United Arab Emirates, government, to build a theme park resort on the Persian Gulf. The property, the seventh in Disney's global portfolio, will have a castle and modernized versions of some classic Disney rides, along with new attractions tailored to the climate and local culture.

"It's not just about 'If you build it, they will come,'" Robert Iger, Disney's CEO, said in a brief phone interview from Abu Dhabi. "You have to build it right. And quality means not just scale, but quality and ambition. We are planning to be very ambitious with this."

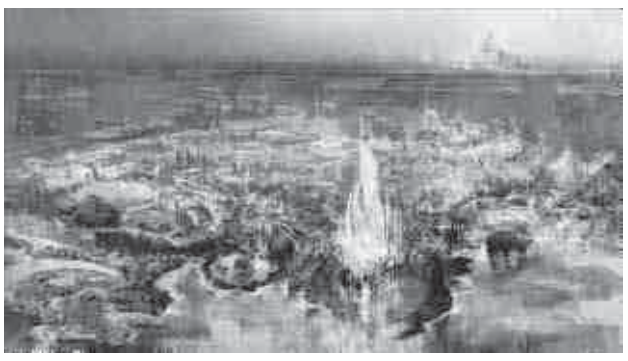
Disney and Miral declined to give acreage, budget or construction timeline details for what they are calling Disneyland Abu Dhabi, except to say it will be a full-scale property on a par with Disney's other "castle" parks. Miral is footing the entire bill for building the park. (New theme parks of this scale typically cost $5 billion or more.)

Arab leaders have long courted Disney, which expanded its theme park business to Japan in 1983, France in 1992, Hong Kong in 2005 and the Chinese mainland in 2016. At a Council on Foreign Relations event in 2018, Iger said Saudi Crown Prince Mohammed bin Salman had made an "impassioned plea" for Disney to build a theme park in his kingdom.

"I explained when we make decisions like this we consider cultural issues, economic issues and political issues," Iger said then, declining to give further details of their "very frank" discussion. The region, he added at the time, "has not been at the top of our list in terms of markets that we would open up in."

What changed?

For a start, the UAE has grown into a tourist destination. Abu Dhabi, the capital, attracted roughly 24 million visitors in 2023, according to government figures. Sheikh Mohammed bin Zayed Al Nahyan, the country's president, has set a goal of attracting 39 million visitors annually to Abu Dhabi by 2030. The Louvre Abu Dhabi, which opened in 2017, has been a hit. Warner Bros. Discovery opened a modest indoor theme park in the city in 2018, and SeaWorld Abu Dhabi arrived in 2023.



The Walt Disney Company via TNS

The Disney Company is planning a new theme park, created with Miral, which will have a waterfront location on Yas Island of the United Arab Emirates.

The Miral Group, which built Warner Bros. World Abu Dhabi and SeaWorld Abu Dhabi, made Disney a hard-to-refuse financial offer: In addition to paying for construction, Miral will pay Disney to design the rides, shops, restaurants and accompanying hotels. Once the park is open, Disney will receive royalties for the use of its characters as a percentage of revenue, according to a securities filing. Disney will also receive other fees.

At the same time, Disney has come under pressure to find new areas for growth to offset declines in cable television and at the box office. By opening a theme park in Abu Dhabi, Disney hopes to create an engine that drives demand among the Middle East's 500 million residents for other Disney products — princess dolls, Disney+ subscriptions, cruise ship vacations, Marvel movies, touring stage productions.

"After studying the region carefully, engaging with potential partners and visiting three times in the past nine months," Iger said, "it became more and more clear that not only was the region right and ready for us, but the place to build was Abu Dhabi."

Disneyland Abu Dhabi could allow Disney to tap into India's expanding middle class. A direct flight from Mumbai to Abu Dhabi takes 3 hours, 17 minutes. Currently, the closest Disney outpost to Mumbai is Hong Kong Disneyland, a six-hour flight away.

"In looking at some research that we've done recently, we determined that, for every person visiting one of our parks, there are 10 people in the world that have a desire to visit," Iger said. "One of the biggest reasons they don't — everybody always thinks immediately it's affordability. It's not. It's accessibility. It's a long trip to get to where we are for a lot of people."

There will be obstacles. The climate is one. Disney will need to design a park that allows for visitation in scalding desert heat.

Disney could also face criticism for its partnership with the UAE, which is ruled as an autocracy with limits to freedom of expression, speech and the press, and which provides arms to fighters accused of atrocities in a devastating civil war in Sudan. In November, Human Rights Watch slammed the NBA, which has made Abu Dhabi its Middle East hub, for helping the country to distract from its human rights record.

To attract more tourists and foreign investors, the UAE in 2020 improved protections for women, loosened regulations on alcohol consumption and diminished the role of Islamic legal codes in its justice system. Criticizing the government or its leaders remains illegal, however, and can lead to long prison sentences. Migrant workers are often subject to inhumane conditions, according to human rights groups and the State Department. Homosexuality is illegal.

In a statement, a Disney spokesman said, "We are respectful of the countries and cultures where we do business, while always adhering to our own standards and values."

Disney faced a similar situation when it teamed with the Chinese government to build Shanghai Disneyland. In addition to awkward optics, the construction of that park required the contentious relocation of thousands of suburban Shanghai residents. (Disneyland Abu Dhabi won't have that headache; it will rise on human-made Yas Island.)

Public Notice

NOTICE IS GIVEN that the meeting of the **Policy Council (PC)**, scheduled to be held in the Miami-Dade Commission Chambers, located on the second floor, of the Stephen P. Clark Government Center, 111 NW First Street, Miami, Florida, 33128, on **Monday, May 12, 2025, at 9:00 a.m., has been CANCELLED.**

Miami-Dade County provides equal access and equal opportunity in its programs, services and activities and does not discriminate on the basis of disability. To request materials in an accessible format, a sign language interpreter, and/or any other accommodation to participate in any County-sponsored program or meeting, please contact (305) 375-2035, or send an e-mail to agendco@miamidade.gov in advance of the meeting to initiate your request. TTY users may also call 711 (Florida Relay Service).

JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER
BASIA PRUNA, DEPUTY CLERK

For legal ads online, go to **http://legalads.miamidade.gov**

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Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

PUBLIC NOTICE

THE MAY 21, 2025 6:30 PM, PLANNING, ZONING AND APPEALS BOARD ("PZAB") MEETING WILL BE BROADCAST LIVE FOR MEMBERS OF THE PUBLIC TO VIEW ON THE CITY'S WEBSITE (WWW.MIAMIGOV.COM/TV) AND CHANNEL 77 (COMCAST ONLY FOR RESIDENTS LIVING IN THE CITY OF MIAMI).

PUBLIC COMMENT ON AGENDA ITEMS TO BE HEARD AT THIS MEETING CAN BE SUBMITTED VIA AN ONLINE COMMENT FORM AND WILL BE DISTRIBUTED TO THE BOARD MEMBERS AND MADE PART OF THE RECORD. THE DEADLINE TO SUBMIT

PUBLIC COMMENT VIA THE ONLINE COMMENT FORM WILL OCCUR WHEN THE CHAIRPERSON CLOSES PUBLIC COMMENT FOR THE MEETING. **PLEASE VISIT HTTP://WWW.MIAMIGOV.COM/BOARDCOMMENTS FOR DETAILED INSTRUCTIONS ON HOW TO PROVIDE PUBLIC COMMENT USING THE ONLINE PUBLIC COMMENT FORM. ** PUBLIC COMMENT ON AGENDA ITEMS TO BE HEARD AT THIS MEETING MAY ALSO BE PROVIDED IN-PERSON ON THE DAY OF THE MEETING AT CITY HALL, 3500 PAN AMERICAN DRIVE, MIAMI, FLORIDA, SUBJECT TO ANY AND ALL RULES AND PROCEDURES AS THE CITY MAY IMPLEMENT OR AMEND. PUBLIC COMMENT WILL BEGIN AT APPROXIMATELY AT 6:30 PM.

A COPY OF THE AGENDA FOR THE PLANNING, ZONING AND APPEALS BOARD MEETING WILL BE AVAILABLE AT: HTTP://MIAMIFL.IQM2.COM/CITIZENS/DEFAULT.ASPX A

T ITS MEETING ON **MAY 21, 2025 AT 6:30 PM**, THE PLANNING, ZONING AND APPEALS BOARD WILL CONSIDER THE FOLLOWING ITEMS:

FILE ID 17590 A RESOLUTION OF THE MIAMI PLANNING ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING CHAPTER 35/ARTICLE I OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), TITLED "MOTORIZED VEHICLES AND TRAFFIC/IN GENERAL," SPECIFICALLY BY AMENDING SECTION 35-1 OF THE CITY CODE, TITLED "DEFINITIONS," TO PROVIDE A DEFINITION FOR A HOMESTEAD PROPERTY, AND BY ESTABLISHING A NEW SECTION 35-11 OF THE CITY CODE, TITLED "PARKING FOR HOMESTEAD EXEMPT PROPERTY," TO PROVIDE FOR CERTAIN ALLOWABLE PARKING ON A HOMESTEAD; CONTAINING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17585 FILE ID 17585: A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD, WITH ATTACHMENT(S), RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 10544, AS AMENDED, THE MIAMI COMPREHENSIVE NEIGHBORHOOD PLAN OF THE CITY OF MIAMI, FLORIDA, PURSUANT TO THE EXPEDITED STATE REVIEW PROCESS SUBJECT TO SECTION 163.3184, FLORIDA STATUTES, BY AMENDING THE INTERPRETATION OF THE FUTURE LAND USE MAP AND THE CORRESPONDENCE CHART TO CREATE A NEW FUTURE LAND USE DESIGNATION CALLED "TRANSIT ORIENTED NODE"; AMENDING APPENDIX LU-1; AMENDING POLICY LU-5.1.3 AND POLICY LU-5.2.1; AND AMENDING THE FUTURE LAND USE DESIGNATION OF THE PROPERTIES GENERALLY BOUNDED BY NORTHWEST 7TH AVENUE TO THE WEST, NORTHWEST 76TH STREET TO THE NORTH, NORTHEAST 2ND AVENUE TO THE EAST AND NORTHWEST 70TH STREET TO THE SOUTH IN MIAMI, FLORIDA, APPROXIMENTLY 143.75 ACRES, AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED AND INCORPORATED IN EXHIBIT "A" FROM "GENERAL COMMERCIAL", "LIGHT INDUSTRIAL", "MEDIUM DENSITY MULTIFAMILY RESIDENTIAL", "MEDIUM DENSITY RESTRICTED COMMERCIAL", AND "MAJOR INSTITUTIONAL, PUBLIC FACILITIES, TRANSPORTATION AND UTILITIES" TO "TRANSIT ORIENTED NODE – 1" AND "TRANSIT ORIENTED NODE – 2"; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

FILE ID 17591 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") BY AMENDING ARTICLE 3, TITLED "GENERAL TO ALL ZONES", MORE SPECIFICALLY TO ADD SECTION 3.18, TITLED "TRANSIT STATION NEIGHBORHOOD DEVELOPMENT" TO ESTABLISH CRITERIA FOR TRANSIT ORIENTED DEVELOPMENT WITH DESIGN FLEXIBILITY AND PUBLIC BENEFITS; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17592 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING TO THE MIAMI CITY COMMISSION APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("MIAMI 21 CODE"), BY AMENDING ARTICLE 4, TABLE 4, TITLED "DENSITY, INTENSITY AND PARKING," TO MODIFY FOOD SERVICE ESTABLISHMENTS PATRON LIMITATION; AND BY AMENDING ARTICLE 5, SECTION 5.4, TITLED "GENERAL URBAN TRANSECT ZONES (T4)" TO INTRODUCE A FLEXIBLE LOT COVERAGE PROGRAM, TO ADJUST THE MAXIMUM LOT AREA, TO UPDATE ROOF ELEMENTS STANDARDS, AND TO MODIFY SIDE AND REAR SETBACKS; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17487 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD, RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") BY AMENDING ARTICLE 1, SECTION 1.2, TITLED "DEFINITIONS/DEFINITIONS OF TERMS," TO UPDATE AND ADD DEFINITIONS RELATED TO PARKING STRUCTURES AND PODIUM HEIGHT; BY AMENDING ARTICLE 3, SECTION 3.15, TITLED "GENERAL TO ZONES/ AFFORDABLE AND ATTAINABLE MIXED-INCOME HOUSING SPECIAL BENEFIT PROGRAM SUPPLEMENTAL REGULATIONS," AND SECTION 3.16, TITLED "WORKFORCE HOUSING SPECIAL BENEFIT PROGRAM SUPPLEMENTAL REGULATIONS" TO UPDATE AFFORDABLE AND ATTAINABLE MIXED-INCOME HOUSING AND WORKFORCE HOUSING PARKING DESIGN STANDARDS AND ADJUST SETBACK REQUIREMENTS; BY AMENDING ARTICLE 4, TABLE 4, TITLED "STANDARDS AND TABLES/DENSITY, INTENSITY AND PARKING" AND TABLE 12, TITLED "DESIGN REVIEW CRITERIA," TO UPDATE PARKING REQUIREMENTS FOR LINER USES AND TO CLARIFY DESIGN REVIEW CRITERIA FOR PARKING STRUCTURES AND PODIUMS; BY AMENDING ARTICLE 5, TITLED "SPECIFIC TO ZONES," SPECIFICALLY SECTIONS 5.4, 5.5, 5.6, 5.8, 5.9, AND 5.10, TO CLARIFY DESIGN STANDARDS FOR PARKING STRUCTURES AND PODIUMS, CLARIFY ALLOWABLE PARKING SCREENING ENCROACHMENTS, CREATE DEVELOPMENT INCENTIVES FOR LINER BUILDINGS, AND MODIFY LOADING AND ACCESS REGULATIONS WHEN ABUTTING T3 TRANSECT ZONES; BY AMENDING ARTICLE 6, SECTION 6.1, TITLED "SUPPLEMENTAL REGULATIONS/INTENT AND EXCLUSIONS" TO UPDATE AND CLARIFY THE LOCATIONS THAT ALLOW FOR MICRO DWELLING UNITS IN LINERS; AND BY AMENDING ARTICLE 7, SECTION 7.1, TITLED "PROCEDURES AND NONCONFORMITIES/PROCEDURES," TO INCLUDE UNIFORMITY IN CODE LANGUAGE; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17466 A RESOLUTION OF THE MIAMI PLANNING, ZONING, AND APPEALS BOARD GRANTING OR DENYING THE APPEAL FILED BY MARK GRAFTON, ESQUIRE, ON BEHALF OF 4055 POINCIANA AVE, LLC ("APPELLANT") OF THE DECISION OF THE CITY OF MIAMI PLANNING DEPARTMENT'S DENIAL OF WARRANT NO. PZ-23-17396 PURSUANT TO APPENDIX A, SECTION A.3.6(G)(1), AND ARTICLE 7, SECTIONS 7.1.1.2 AND 7.1.2.4 OF ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") TO DIMINISH A LOT TO ALLOW FOR THE CONSTRUCTION OF MORE THAN ONE (1) SINGLEFAMILY RESIDENCE ON A PARCEL ZONED "T3-R," SUB-URBAN TRANSECT ZONE – RESTRICTED, WITH THE "NCD-3," COCONUT GROVE NEIGHBORHOOD CONSERVATION DISTRICT OVERLAY, LOCATED AT 4055 POINCIANA AVENUE, MIAMI, FLORIDA; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17597 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE") BY AMENDING CHAPTER 2/ARTICLE IV/DIVISION 2, TITLED "ADMINISTRATION/ DEPARTMENTS/ PLANNING, BUILDING AND ZONING DEPARTMENT," MORE PARTICULARLY BY AMENDING SECTION 2-211, TITLED "DENIAL OR REVOCATION OF CERTIFICATE OF USE," BY RESTRICTING CHAPTER 10 OF THE CITY CODE VIOLATIONS FROM CAUSING A DENIAL OR REVOCATION OF A CERTIFICATE OF USE IN LIMITED CIRCUMSTANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

FILE ID 17598 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, BY AMENDING ARTICLE 7, TITLED "PROCEDURES AND NONCONFORMITIES," MORE PARTICULARLY BY AMENDING SECTION 7.1.2.1, TITLED "PERMITTED USES," AND SECTION 7.1.2.7, TITLED "NO APPROVAL AVAILABLE IF CODE ENFORCEMENT VIOLATIONS," TO UPDATE THE CRITERIA FOR WHEN A CERTIFICATE OF USE MAY BE DENIED OR REVOKED; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

The petition and supporting papers are on file with Hearing Boards and are viewable at the Planning, Zoning and Appeals Board's page located at http://miamifl.iqm2.com/Citizens/Board/1037-Planning-Zoning-and-Appeals-Board.

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the city clerk prior to engaging in lobbying activities before city staff, boards, committees, or the City Commission. A copy of the applicable ordinance is available in the Office of the City Clerk (Miami City Hall), located at 3500 Pan American Drive, Miami, Florida 33133.

In accordance with the Americans with Disabilities Act of 1990, all persons who require special accommodations to participate in this meeting should contact the Office of Hearing Boards at (305) 416-2030 (Voice) no later than two (2) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Hearing Boards Ad No HB25-050

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0232348
Order Status:
Submitted
Classification:
Display Ad - ROP
Package:
Display Ad ROP - Upload Your Camera Ready Ad
Site:
miami
Final Cost:

Referral Code:
Notice of Intent to Consider a Dev Agree 175
Payment Type:
Account Billed
User ID:
IPL0023350

ACCOUNT INFORMATION

CITY OF NORTH BAY VILLAGE IP
1666 KENNEDY CAUSEWAY #300
MIAMI BEACH, FL 33141
305-756-7171
szamacona@nbvillage.com
CITY OF NORTH BAY VILLAGE

TRANSACTION REPORT

Date
May 7, 2025 4:02:28 PM EDT
Amount:

SCHEDULE FOR AD NUMBER IPL02323480

May 9, 2025
Miami Herald Print Publication

PREVIEW FOR AD NUMBER IPL02323480

4.9inches x 8.5inches

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  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

<< Click here to print a printer friendly version >>

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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 DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; 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 Development Agreement at the first of two Public Hearings. The Second Public Hearing on this matter will be held on Tuesday, June 17, 2025, at 6:00 p.m. or as soon thereafter.

BACKGROUND AND ANALYSIS

The proposed resolution requests the Village Commission's consideration and input regarding a Development Agreement for the properties located at 1755 79th Street ("Continuum West") and 1819 / 1855 79th Street ("Continuum East").

The property owners are proposing a Special Area Plan (SAP) to be developed as a mixed-use district, with such uses that may include residences, hotel and associated amenities, restaurants, entertainment, shopping, and marinas with greater integration of public

improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing, and to provide high quality design elements and greater flexibility in development while providing public amenities, view corridors, and interaction with Biscayne Bay through the provision of an Island Walk.

The developer intends to develop the Project in phases, with phase 1 being located at Continuum West and phase 2 being located at Continuum East. The proposed Development Agreement is to define how the Property shall be developed and the conditions that will govern the Property's development, establish concurrency requirements for the Property for the term of this Development Agreement, and establish the respective rights and obligations of the Developer and the Village.

Below is a brief overview of the proposed development agreement:

Project Scope
The Project consists of:
1. Up to 547 units over the entire 3.652-acre site, at a density of 150 residential units per acre.
2. Up to 2,068,054.5 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office, hotel, and commercial uses.
3. Up to 200 hotel rooms.
4. Structures of varying heights (not exceeding the lesser of (i) 40 stories or 440 feet on Continuum West, and 60 stories or 600 feet on Continuum East) and setbacks as depicted on the Site Plan.
5. Required open space and civic space. (at least 5% of its aggregated lot area as Civic Space Types).

Term
The Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date.

Prohibited Uses.
Notwithstanding the uses allowed under the ULDC, Developer agrees that Adult Entertainment uses, Marijuana Dispensaries, and Short-Term Vacation Rentals of less than 90 days shall be prohibited.

Island Walk
An eighteen-foot (18') wide Island Walk easement over and across the north 18 feet of the Property adjacent to the seawall for the sole purpose of providing for public pedestrian traffic through and above the Island Walk. The Island Walk will remain an open space pedestrian walkway with landscaping and other amenities.

Marina
The Village acknowledges that the Developer intends to expand the existing Marina to the submerged land adjacent to Continuum West. Should the Developer request that the Village be the applicant in any regulatory approval associated with Marina, Developer and Village shall enter into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage and mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property.

Workforce Housing Density Bonus
The total number of required workforce housing units for this project is 28 units (5% of the project's total proposed units).

Continuum West.
The owner shall make a payment in the amount of $811,649.00 in satisfaction of its workforce housing requirement for Continuum West. The payment shall be made on December 15, 2026, or upon issuance of the Continuum West master building permit, whichever occurs first.
*The Village expressly recognizes that the Owner has already paid them $81,909.53 for workforce housing initiatives.

Continuum East.
The owner shall develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC and Section 19 of this Agreement. If the Developer elects not to develop 5% of the units developed at Continuum East as workforce housing units, the Developer shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made.

Extended Construction Hours
The developer shall be permitted to conduct construction activities Monday through Saturday, subject to the following conditions:

a. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.
b. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:
1. Before 8:00 am Monday through Friday;
2. After 5:00 pm Monday through Friday; and
3. Before 9:00 am on Saturday.
c. During construction, loud music shall be prohibited at all times.
d. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms.
e. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.
f. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;
g. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

Community Contributions and Impact Fees

Contribution / Fee	Section in DA	Amount	Date
Pre-payment of Impact Fees	12.d	$1,000,000	April 24, 2026

Community Contribution Fees	13.1	$597,500	Paid *5/11/2022 - 4/5/2024
	13.2	$1,792,500	December 15, 2026
Park Facilities Improvements	13.e	$600,000	Paid *8/9/2023
	13.f	$974,000	Tendered to the Village Manager
Workforce Housing- In Lieu	18.b	$81,910	Paid *5/13/2024
	18.b	$811,649	December 15, 2026
Workforce Housing	18.c	16 Units	To be constructed

Impact Fee Estimate

Police Impact Fee	$180,104	At building Permit
Park Impact Fee	$404,814	At building Permit
Waster water Line Fee	$1,046,296	At building Permit
Water Meter Fee	$5,774	At building Permit

The Community Contributions Fees (CCF) described above are a reduction of the CCF in accordance with Resolution No. 2021-010, which is only available if, on or before December 16, 2026. A master building permit for the portion of the Project on Continuum West is obtained and full payment is made. If the conditions are not met, a master building permit will not be issued to any portion of the Project until the CCF is recalculated based on the then-applicable rates with no reduction, and such fee is paid to the Village.

Furthermore, the operational provisions of the Development Agreement, including construction hours, noise provisions, and entertainment establishment provisions, do not apply to uses within the existing development on the property, and only apply during new construction and/or to uses after new construction

The applicant will go before the Planning & Zoning Board for the Special Area Plan Application on June 4, 2025.

It is recommended that the Village Commission approve the proposed development agreement as presented on first reading and it be considered for second reading on June 17, 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be Determine

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Development Agreement - Continuum.DOCX

Development Agreement - FR - 5-12-25.docx
Notice of Intent to Consider a DA- MH-Mailed-MDCL.pdf
MH Affidavit05.09.2025 .pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 1755 JFK Owner LLC ("1755 Owner") is the owner of the property located at 1755 79th Street, North Bay Village, Florida, identified for real property tax purposes as folio no. 23-3209-000-0110 (the "1755 Parcel"); and

WHEREAS, 1819 NBV Owner LLC ("1819 Owner") is the owner of the property located at 1819/1855 79th Street Causeway, North Bay Village, Florida, identified for real property tax purposes as folio no. 23-3209-000-0120 (the "1819 Parcel"); and

WHEREAS, 1755 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement, recorded in Official Records Book 33350 at Page 4236 of the Public Records of Miami-Dade County, Florida (the "Original 1755 Development Agreement"), as modified by that certain Amended and Restated Development Agreement recorded in Official Records Book 34065 at Page 1557 of the Public Records of Miami-Dade County, Florida (the "Modified 1755 Development Agreement"); and

WHEREAS, 1819 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement recorded in Official Records Book 34059 at Page 2387 of the Public Records of Miami-Dade County, Florida (the "1819 Development Agreement"); and

WHEREAS, 1755 Owner and 1819 Owner (both care of The Continuum Company LLC and collectively, the "Applicant") have submitted applications for a special area plan and site plan approval to modify previous development approvals (Resolution Nos. 2022-011A, 2022-091, and 2023-002) relating to the 1755 Parcel and the 1819 Parcel (collectively, the 1755 Parcel and 1819 Parcel are referred to herein as the "Property,"

the legal description of which is attached as Exhibit A to the Continuum Development Agreement, as defined below); and

WHEREAS, the Applicant proposes a project that would enable development of a two-phased mixed-use project that will include up to a total of: a) 547 residential units at a density of 150 units per acre; b) approximately 2,068,054 square feet of floor area; and c) approximately 8,000 square feet of civic and open space (the "Project"); and

WHEREAS, the Project provides for development of up to the lesser of 40 stories or 440 feet on the 1755 Parcel and up to the lesser of 60 stories or 600 feet on the 1819 Parcel; and

WHEREAS, on _____, the Village Commission adopted Ordinance No. 2025-___, approving the "Continuum Waterfront District Special Area Plan" ("Continuum SAP"), which rezoned the Property and amended the land development regulations applicable to the Property; and

WHEREAS, on _____, the Village Commission adopted Resolution No. 2025-XX approving the Site Plan application for the Property, which authorizes development of the Project subject to conditions, including but not limited to the approval of a development agreement (the "Site Plan")(the Site Plan is attached to the Development Agreement as Exhibit _____); and

WHEREAS, the Applicant is seeking a density of 150 units per acre to reach the proposed total number of residential units; and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus density and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard development agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village and the Applicant have agreed to enter into a development agreement, substantially in the form attached hereto as Exhibit "A" (the "Continuum Development Agreement"), which memorializes entitlements, density bonus requirements, building area in the Project, and other requirements, and amends, restates, and supersedes the Modified 1755 Development Agreement and the 1819 Development Agreement; and

WHEREAS, in accordance with Section 163.3225, Florida Statutes, the Village Commission conducted two duly noticed public hearings on _____ and _____ to consider the Continuum Development Agreement; and

WHEREAS, the Village Commission finds that the Continuum Development Agreement is consistent with the Village's Comprehensive Plan and Unified Land Development Code; and

WHEREAS, the Village Commission finds that it is in the public interest to address the issues covered by the Continuum Development Agreement in a comprehensive manner and at public hearings in compliance with all applicable laws, ordinances, plans, rules, and regulations of the Village while allowing the Applicant to proceed in the development of the Property in accordance with existing laws and policies, substantially in accordance with the terms set forth in the Continuum Development Agreement; and

WHEREAS, the Village Commission finds that entering into the Continuum Development Agreement is in the best interest and welfare of the residents of the Village, and desires to approve the Continuum Development Agreement and authorize the Village Manager to execute the Continuum Development Agreement with the Applicant in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village Commission hereby approves the Continuum Development Agreement with the Applicant.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Continuum Development Agreement in substantially the form attached hereto as Exhibit "A" with the Applicant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Continuum Development Agreement.

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT “A”
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 202__, by and between 1755 JFK Owner, LLC ("1755 Owner") and 1819 NBV Owner, LLC ("1819 Owner") and their successors or assigns (collectively the "Developer" or the "Owners"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, this Agreement is intended to and shall constitute a development agreement between the parties pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024) (the "Act") and § 8.15 of the Village's Unified Land Development Code (the "ULDC"), as hereinafter defined; and

WHEREAS 1755 Owner is the owner of the property located at 1755 79th Street, North Bay Village, Florida, identified as folio no. 23-3209-000-0110 by the Miami-Dade Property Appraiser (the "Appraiser"), and legally described in the attached **Exhibit "A-1"** ("Continuum West"); and

WHEREAS, 1819 Owner is the owner of the property located at 1819/1855 79th Street Causeway, North Bay Village, Florida, identified as folio no. 23-3209-000-0120 by the Appraiser, and legally described in the attached **Exhibit "A-2"** ("Continuum East") (collectively, Continuum West and Continuum East are the "Property"); and

WHEREAS, 1755 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement, recorded in Official Records Book 33350 at Page 4236 of the Public Records of Miami-Dade County, Florida (the "Original 1755 Development Agreement"), as modified by that certain Amended and Restated Development Agreement recorded in Official Records Book 34065 at Page 1557 of the Public Records of Miami-Dade County, Florida (the "Modified 1755 Development Agreement"); and

WHEREAS, 1819 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement recorded in Official Records Book 34059 at Page 2387 of the Public Records of Miami-Dade County, Florida (the "1819 Development Agreement); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned "Continuum Waterfront District Special Area Plan" pursuant to the Approval Ordinance as hereinafter defined (the "Continuum SAP"), which amended the ULDC; and

WHEREAS, the Continuum SAP provides for the Property to be developed as a mixed-use district, with such uses that may include residences, hotel and associated amenities, restaurants, entertainment, shopping, and marinas with greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing, and to provide high quality design elements and greater flexibility in development while providing public amenities, view corridors, and interaction with Biscayne Bay through the provision of an Island Walk (the "Project"); and

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WHEREAS, the Developer intends on developing the Project in phases with phase 1 being located at Continuum West and phase 2 being located at Continuum East; and

WHEREAS, the Parties mutually desire to amend and restate the Modified 1755 Development Agreement and the 1819 Development Agreement (collectively, the "Prior Development Agreements") to retain certain previously approved entitlements, terms, and conditions, while also allowing the development of the Project in accordance with the Continuum SAP; and

WHEREAS, the Developer and the Village desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15, and Appendix C of the Village's ULDC; and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, reduce the economic cost of development, and provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, establish concurrency requirements for the Property for the term of this Development Agreement, and establish the respective rights and obligations of the Developer and the Village.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to the Agreement are deemed a part hereof.

2. **Definitions**.

   a. "Approval Ordinance" also referred to as the "Continuum Waterfront Special Area Plan" means Ordinance No. ____ adopted on ____ __, 2025, which approved the Continuum Waterfront District Special Area Plan, as set forth in Appendix C to the ULDC. See **Exhibit "B-1**."

   b. "Approval Resolution" means Resolution No. _____ adopted on _____ __, 2025, which approved the Site Plan, as further defined below. See **Exhibit "B-2**."

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c. “Building Official” shall have the meaning set forth in Section 202 of the 2023 Florida Building Code, Building, 8th Edition. For purposes of this Agreement, “Building Official” also means that person appointed to administer the Florida Building Code pursuant to Section 468.603, Florida Statutes (2024), or that person's designee.

d. “Comprehensive Plan” means the Village’s adopted comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2024) and in effect on the date this Agreement is approved by the Village Commission.

e. “Developer” shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2024). For purposes of this Agreement, “Developer” also means the person or entity undertaking the development of the Property, as defined in the foregoing Recitals, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

f. “Development” shall have the meaning set forth in Section 163.3221(4), Florida Statutes (2024).

g. “Development Permit” shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2024). For purposes of this Agreement, “Development Permit” includes any actions of the Village Manager, Planning and Zoning Official, or Building Official having the effect of permitting the development of land, including an SAP Permit and Site Plan Modification Permit as defined by Appendix C of the ULDC.

h. “Effective Date” is the date this agreement is properly recorded in the public records of the county as required by § 163.3239, Fla. Stat.

i. “Governing Body” means the Village Commission.

j. “Governmental Entity” means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. “Island Walk” means the feature required by Section 8.17.O of the ULDC.

l. “Land” shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2024).

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m. “Land Development Regulations” shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2024). For purposes of this Agreement, “Land Development Regulations” refers to the Project Approval and to the ULDC and other ordinances, resolutions, rules, and policies in effect on the date this Agreement is approved by the Village Commission that have been enacted and implemented by the Village for the regulation of any aspect of development, including any local government zoning, rezoning, Special Area Plan, the Approval Ordinance, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. “Laws” shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2024).

o. “Local Government” means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. “Open Space” shall have the meaning set forth in Chapter 15 of the ULDC.

q. “Planning and Zoning Official” means that person appointed in accordance with Section 4.13 of the ULDC or that person’s designee.

r. “Project” means the Development approved pursuant to the Project Approval.

s. “Project Approval” means the Approval Ordinance and the Approval Resolution collectively.

t. "Project Phase" means a portion of the Project being developed. Developer intends on constructing the Project in two phases: Continuum West and Continuum East.

u. “Property” is that certain [___]-acre site as more particularly described in **Exhibit “A-1”** and **Exhibit “A-2”** attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

v. “SAP Permit” shall be as provided in Section II. of the Continuum SAP and shall include modifications to an approved SAP Permit.

w. “Site Plan” is that site plan entitled “[_____] SAP Site Plan,” consisting of [_] sheets, approved by the Approval Resolution.

x. “Site Plan Modification Permit” means an administrative approval of site plan modification as provided in § 5.10 of the ULDC.

y. "ULDC" means the North Bay Village Unified Land Development Code in effect as of the effective date of the Approval Ordinance.

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z. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. **Intent**. It is the intent of the Parties that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024), so as to effectuate the requirements of Chapters 8 & 15 of the ULDC, Appendix C of the ULDC, and the Site Plan.

4. **Recording, Effective Date, and Duration**.

a. As provided in Section 163.3239, Florida Statutes, this Agreement shall be recorded in the public records of Miami-Dade County, Florida. Recording shall be at the Developer's cost.

b. This Agreement shall become effective on the Effective Date. The Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date (the "Term").

c. This Agreement shall not exceed ten (10) years unless extended by mutual consent of the Village and the Owner following public hearing in accordance with Section 163.3225, Florida Statutes (2024).

d. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

e. The time frames set forth in this Agreement, including, without limitation, any commencement, phasing, improvement-timing, or applicable mitigation requirement deadlines, shall be considered stayed and tolled and shall be extended:

1. For any time lost from the pendency of any government-imposed moratorium,

2. For any time lost from the pendency of an appeal or other legal challenge that materially limits the ability to develop the Project; and

3. For any time lost from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the Developer's obligation under this Agreement, the Project Approval, or any Development Permit.

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f. *Annual Report and Review*. The Developer shall provide the Village with an annual written status report (the "Report") due on or before each anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2024). The Report shall list the obligations of this Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, hotel units, and parking spaces. The Village shall annually review the Report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village finds, on the basis of substantial competent evidence, that there has been a failure to comply with any of the material terms of this Agreement, the Village shall issue a default notice to Developer who shall be given 30 days to cure any cited default. If the Developer fails to cure the stated default within the cure period, the Village Commission may avail itself of any or all of the remedies provided in Section 163.3235, Florida Statutes (2024), including termination of this Agreement, after holding a public hearing.

5. **Permitted Development Uses and Building Intensities**.

a. *Permitted Development Uses*. Concurrently with the adoption and acceptance of this Agreement, the Owners have proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project, including its density and intensity, is consistent with the Village's Comprehensive Plan, and that the Project Approval accords with the Land Development Regulations as modified by the Approval Ordinance. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project, and confirmation acceptable to the Village that all required levels of service, as provided in section 5(f) of this Agreement, are met or exceeded for the Phase of the Project under consideration for building permit.

b. *Prohibited Uses*. Notwithstanding the uses allowed under the ULDC, Developer agrees that Adult Entertainment uses, Marijuana Dispensaries, and Short-Term Vacation Rentals of less than 90 days, shall be prohibited.

c. *Density, Building Heights, Setbacks, and Intensities*. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Land Development Regulations, as amended by the Project Approval.

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d. *Prior Development Programs*.

1. The Modified 1755 Development Agreement authorized a mixed-use development project on Continuum West consisting of the following development thresholds (the "Prior 1755 Program"):

    i. 201 residential units and complementary resident amenities;
    ii. 13,415 sq. ft. of restaurant space, including a waterfront terrace; and
    iii. a 1,700 sq. ft. juice/coffee bar.

2. The 1819 Development Agreement authorized a mixed-use development project on Continuum East consisting of the following development thresholds (the "Prior 1819 Program"):

    i. 345 dwelling units and complementary resident amenities;
    ii. 273 hotel rooms;
    iii. 7,500 sq. ft. of meeting space;
    iv. 20,232 sq. ft. of restaurant space, including a waterfront terrace; and
    v. 2,594 sq. ft. of retail space.

    (together, the Prior 1755 Program and the Prior 1819 Program are the "Prior Development Programs").

e. *Bonus Density*. As reflected in the Prior Development Agreements and Prior Development Programs, pursuant to Section 15.2.H of the ULDC in effect at the time of approval, Continuum West received a residential density bonus of 107 units[1], and Continuum East received a residential density bonus of 185 units. In accordance with those prior approvals, Developer's Community Contribution Fees shall be governed by Section 13 of this Agreement, and workforce housing obligations shall be governed by Sections 18 and 19 of this Agreement.

Required Levels of Service. In accordance with section 5.22 of the ULDC and the applicable provisions of the Comprehensive Plan, Developer shall be

[1] Continuum West was the subject of two site plan modifications, one administrative and one via public hearing before the Village Commission, that resulted in a reduction to the number of units for a total of 198 units. Subtracting the 94 units attributable to the base density yields a residential density bonus of 104 units.

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required to establish that the following levels of service have been met at the time of building permit:

1. Potable Water;
2. Wastewater;
3. Drainage;
4. Solid Waste;
5. Parks; and
6. Schools (as determined by Miami-Dade County Public Schools).

If capacity for Potable Water, Wastewater, Drainage, and Solid Waste does not exist at the time of the building permit application, Developer may improve any or all applicable facilities to ensure the levels of service required for the development provided for in the building permit will be met on or before temporary certificate of occupancy, and Developer shall be permitted to proceed with development if they can establish that the required level of services will be met by or before scheduled occupancy of the development subject to the application. Should Developer improve facilities, they shall be entitled to an impact fee credit to the extent permitted in section 12(h) of this Agreement. If Developer elects to proceed to obtain a building permit pursuant to this subsection, Developer shall not be entitled to a temporary certificate of occupancy until the applicable facility improvements have been completed and are in service, among other requirements applicable to a temporary certificate of occupancy.

f. *Kennedy Causeway Level of Service*. Pursuant to Policy 3.8.3 of the Village's Comprehensive Plan and applicable provisions of the ULDC, the Village does not have a level of service requirement for Kennedy Causeway.

g. *Allocation Table*. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. As part of any SAP Permit application or building permit application, Developer shall provide Village with an update to the allocation table.

h. *Parcels*. The Village agrees that during the Term of this Agreement the Developer may increase or decrease the number of parcels that make up the Property without amending the Project Approvals or this Agreement, so long as the Property is not increased or decreased in size or dimensions, required dedications excepted.

6. **Covenant in lieu of unity of title**.

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a. Through the Village's approval of the Continuum SAP and this Agreement, the Village acknowledges and agrees that the Property shall be treated as a single parcel for certain purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted across the entire Property, parking, landscaping, civic space, open space, signage, floor area, and allocation of approved uses and densities and free transfer of densities and uses throughout the Property, subject to the terms of the Project Approval.

b. So long as this Agreement shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owners or their heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Agreement as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof.

c. In the event of multiple ownership subsequent to the approval of this Agreement, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Agreement. Further, except for sales to condominium owners, the Owners agree that they will not convey portions of the subject Property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "easement and operating agreement" which shall include, but is not limited to:

1. Easements in the common area of each parcel for ingress to and egress from the other parcels;
2. Easements in the common area of each parcel for the passage and parking of vehicles;
3. Easements in the common area of each parcel for the passage and accommodation of pedestrians;
4. Easements for access roads across the common area of each parcel to public and private roadways;
5. Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;
6. Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
7. Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;
8. Easements on each parcel for attachment of buildings;
9. Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from

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adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

10. Appropriate reservation of rights to grant easements to utility companies;
11. Appropriate reservation of rights to road rights-of-way and curb cuts;
12. Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
13. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like.

d. The "Easement and Operating Agreement" shall be recorded by the Owners, at their expense, and a copy furnished to the Planning and Zoning Official. The above easements and agreements or portions may be waived if approved in writing by the Planning and Zoning Official, if the provisions are inapplicable to the Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the Planning and Zoning Official if the subject property will be constructed, conveyed, and operated in accordance with the Project Approval as implemented by an approved SAP Permit.

e. Notwithstanding the foregoing or any other provision to the contrary, the Village acknowledges and agrees that no Easement and Operating Agreement is necessary provided that the development is constructed, conveyed, and operated in accordance with the Site Plan, including any Site Plan Modification Permit.

7. **Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations**.

a. The Project consists of:

1. Up to 547 units over the entire 3.652-acre site, at a density of 150 residential units per acre.
2. Up to 2,068,054.5 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office, hotel, and commercial uses.
3. Up to 200 hotel rooms.
4. Structures of varying heights (not exceeding the lesser of (i) 40 stories or 440 feet on Continuum West, and 60 stories or 600 feet on Continuum East) and setbacks as depicted on the Site Plan.
5. Required open space and civic space.

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b. The Village expressly acknowledges the Site Plan satisfies all Village site plan requirements for a special area plan.

c. The Village expressly acknowledges that the Project's proposed uses, including, without limitation, the provision of hotel units with kitchenettes, are consistent with the uses permitted by the Land Development Regulations and Comprehensive Plan.

d. The Village expressly acknowledges that the Project's hotel units can be occupied for a maximum continuous period of 90 days in accordance with the provisions of the Land Development Regulations and Comprehensive Plan.

e. The Village expressly acknowledges that lodging units can be sold and conveyed as condominium-hotel units at the Owners discretion without further approval. The deed for each conveyed condominium-hotel unit shall make express reference to this Agreement and subsection 7.d above.

f. The Developer covenants that all residential dwelling units developed as part of the Project will be condominiums, with the exception of any workforce housing units developed. Developer will not transition any of the residential units to rental units unless approved by the Village Commission via resolution after a public hearing.

g. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations and Comprehensive Plan, as amended by the Approval Ordinance.

h. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, Land Development Regulations, federal, state, and county laws or ordinances or the expansion of the Property, on a pro rata basis.

i. To the extent the net lot area of the Continuum SAP is contracted, exclusive of dedications, the Project’s aggregate density and intensity will be decreased on a pro rata basis.

j. The Village expressly acknowledges that the Civic Space provided for in the Site Plan satisfies Developer's obligation to provide at least 5% of its aggregated lot area as Civic Space Types.

k. Nothing in this agreement shall be construed to limit Owner's ability to continue to operate and manage the existing improvements at Continuum East, except that the operational terms of this Agreement or of the Approval Ordinance, including without limitation sections addressing noise, hours of

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operation, and hours of construction, shall not be applicable to the use of the existing improvements at Continuum East.

8. **Conditions of Approval**. For all Development Permits and subsequent applications required pursuant to Section 9, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits:

a. A permit or application will be submitted for each structure as required by the Approval Ordinance or, where not specified, the applicable ULDC provisions. It is provided, however, that any level of service assessment shall be completed in accordance with the provisions of Section 5 of this Agreement, and the following items shall not be required:

1. A Traffic Impact Study (as a result of the Project's location along Kennedy Causeway and FDOT jurisdiction);
2. An Approved Plat (see exception in Section 9(b) of this Agreement);
3. Information pertaining to previous building and land development experience of the applicant (unless a permitted successor or assign is developing the project);
4. Evidence of Developer's ability to acquire sufficient development funds;
5. An environmental impact study.

b. All such permits or applications shall be administratively reviewed and shall be administratively approved without public hearing or other review by a board or commission if determined by the Village Manager to have met the requirements of the applicable regulations.

c. *Complete Streets*. Developer shall reconstruct all rights-of-way adjacent to the Project at time of construction of any Phase and complete such reconstruction prior to Temporary Certificate of Occupancy for that Phase. The right-of-way shall include the north side of 79th Street Causeway for the entire Project frontage, with such reconstruction to meet the right-of-way improvement standards in place at the time of right-of-way improvement. To minimize disruption to pedestrian and vehicular traffic, Developer shall use its best efforts to coordinate the construction or installation within any rights-of-way of other major infrastructure that serves the Project, such as water and sewer mains and conduits for fiber optic, electrical, and other utility service lines, with improvements of the applicable right-of-way required by this section.

d. *Branding*. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or

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otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

e. *Employment.*

1. *Construction*. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

2. *Operations*. The Developer shall require its commercial tenants to use commercially reasonable best efforts to promote employment opportunities for Village residents.

[**Insert Site Plan Conditions**]

9. **Local Development Permits**.

a. The Developer may be required to apply for additional development permits from the Village to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. The Village shall review all such permits administratively for consistency with the Project Approval, the Land Development Regulations, and the Comprehensive Plan and, if the permit is so consistent, the Village shall approve it administratively and in accordance with Section 166.033, Florida Statutes (2024).

1. The development permits contemplated by this Section 9.a include, but are not limited to:

i. Water, sewer, paving and drainage, and other infrastructure permits;

ii. Building permits;

iii. SAP Permits;

iv. Site Plan Modification Permits; and

v. Certificates of occupancy.

b. As reflected in the Approval Ordinance, both Continuum West and Continuum East shall be exempt from platting and the Village Manager shall

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issue any such administrative determination for waiver of plat as may be necessary to record or otherwise memorialize the waiver.

c. Developer acknowledges that neither Miami-Dade County and its agencies nor any other state and local agencies with jurisdiction over the Property or the Project are parties to this Agreement. The Developer further acknowledges that:

1. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, to enable the Developer to address the requirements of other jurisdictions.

2. Under no circumstances will the Village be required to return any monies paid by Developer, subject to section 12(g) of this Agreement..

3. If material modifications of the Project that are required to satisfy other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

d. In recognition of the Prior 1755 Program, Village acknowledges that time is of the essence for development of Continuum West and agrees to expeditiously process all development permits for Continuum West notwithstanding any greater timeframes for review that may be provided in the Project Approval or this Agreement.

10. **Island Walk**.

a. The Developer hereby grants to the public an eighteen foot (18') wide Island Walk easement over and across the north 18 feet of the Property adjacent to the seawall for the sole purpose of providing for public pedestrian traffic through and above the Island Walk (the "Island Walk"). The Island Walk will remain an open space pedestrian walkway with landscaping and other amenities to be determined through an SAP Permit; shall remain reasonably available for access and non-exclusive use by the general public during the hours established in Section 21 of this Agreement ("Permitted Times").

1. The requirements of this section and the easement provided herein shall only become operative upon the issuance of Temporary Certificate of Occupancy ("TCO") for a project phase. The portion of the Island Walk associated with the phase of the Project

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receiving a TCO, shall be subject to the requirements of this section upon issuance. This section shall not be construed or interpreted to require the provision of an Island Walk before issuance of a TCO for a project phase.

2. Public use of the Island Walk under this easement is subject to the Village's rules or regulations applicable to the Island Walk as a whole (the "Village Rules"), as may be established or amended from time to time by the Village Commission after a public hearing for which a courtesy notice shall be mailed to the last known address of the Developer. However, in no event shall the Village Rules prevent, prohibit, or unreasonably restrict commercial activities along and across the Island Walk, provided the required pedestrian path is maintained at all times. The Village Rules include following conditions and limitations:

    i. The Developer may restrict or prevent access to the Island Walk to members of the general public as Developer may deem appropriate: to avoid or enforce against loitering, creating a nuisance, trespass, or other violations of the rules or regulations governing the Island Walk; during certain times as exceptions to the Permitted Times for special events or other special functions (the "Special Functions"), provided notice of the Special Function is provided to the Village Manager at least ten (10) days prior to the proposed Special Function, and the Village Manager does not object on the basis of health or safety concerns within three (3) business days of the notice, and the Special Functions Limitations (as defined below) are complied with; outside of Permitted Times; during construction of the Island Walk or adjacent improvements (for only those portions of the easement area directly impacted by construction), or to otherwise protect the safety of persons or property;

    ii. The Island Walk within the boundaries of the Property is privately owned and shall not be deemed, by reason of the Project Approval or this Agreement, to be a public forum, limited public forum, or any other type of public forum for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution or any companion provision under the Florida Constitution, nor shall the Developer be deemed a public actor by virtue of its operation of the Island Walk;

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iii. The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose, so long as such rules do not conflict with the Village Rules;

iv. The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions, which Special Functions shall not occur more than six (6) times per year, and each time for more than six (6) consecutive hours within Permitted Times (the "Special Functions Limitations"). However, this subsection shall not be construed to in anyway limit Developer's ability to apply for special event permits under the applicable provisions of the ULDC;

v. Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate for the protection of persons or property;

vi. Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with construction, maintenance, or repairs conducted on portions of the Property;

vii. Use of the Island Walk shall be in its then "AS IS" condition, and any party using the Island Walk does so at their own risk and to the extent permitted by Florida Law;

viii. Developer shall construct the Island Walk at a minimum elevation of 7.0 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction of the Island Walk. After construction of the Island Walk, any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner.

ix. Developer may, in its sole discretion, assign its rights and responsibilities relating to the Island Walk to a Governmental Entity.

3. The terms of this Section 10 shall survive termination or expiration of this Agreement.

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11. **Necessity of Complying with Local Regulations Relative to Development Permits**. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the date the Village approves this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions, as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Further, if an applicable federal, state, or county law or ordinance that is enacted after the execution of this Agreement precludes compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part, to comply with such applicable law or ordinance.

12. **Impact Fees**.

a. *Development within threshold of Prior Development Programs*. Impact fees for the number of dwelling units, floor area of nonresidential areas, or hotel rooms described in the Prior Development Programs shall be assessed in accordance with the impact fees assessments approved in the Prior Development Agreements. Therefore, development up to the thresholds approved as part of the Prior 1755 Program will be assessed according to 2022 impact fee rates and thereafter development up to the thresholds approved as part of the Prior 1819 Program will be assessed according to 2023 impact fee rates. The applicable impact fees are specifically provided in **Exhibit "D**

b. *Development in Excess of Prior Development Programs*. Where the number of dwelling units, floor area of nonresidential areas, or hotel rooms exceed the figures described in the Prior Development Programs up to the development thresholds established herein, impact fees shall be assessed in accordance with the impact fees that are in effect as of the date the Village approves this Agreement, subject to the equivalency matrix provided as **Exhibit "C**." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2024).

c. The parties agree and understand that no impact fees other than those listed in Sections 12(a) & (b) above shall be imposed by the Village, unless development thresholds established herein are exceeded due to a change in applicable law, the Comprehensive Plan, or the land development regulations, such additional development shall be subject to impact fees in place at the time a building permit for such additional development is sought.

d. On or before April 24, 2026, the Developer shall pay Village the sum of $1,000,000 as a partial pre-payment of impact fees. The pre-paid impact fees shall be applied against impact fees owed in the following manner; first, police impact fees; second, park open space impact fees; and third, park

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improvement impact fees. The Village confirms that it will use the pre-paid impact fees in compliance with Section 163.31801, Florida Statutes (2024) and the Village's enabling ordinances. The Developer waives any claim against said impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion. Developer shall be entitled to a credit against impact fees in the amount pre-paid pursuant to this Section 12(d) that may be applied against impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of pre-paid impact fees and Developer waives any potential refund of any pre-payments under this Section. However, should there be any remaining credit available when Developer submits a master building permit application for Continuum East, Developer shall be entitled to a discount in a building permit fees in an equal amount.

e. No new impact fees or increases to the fees hereafter adopted by the Village shall be applied to the development of the Project, except as set forth in Section 12.c, during the Term. If the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801(4)(e) Florida Statutes (2024), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the master building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer, with the exception of the prepaid fees provided for in Section 12(d), upon written request from the Developer.

h. To the extent allowed under the Village Code or required by federal or state law, the Developer shall be entitled to impact fee credits for any and all work performed by, or land dedications or other donations, site planning and design, or construction, made by the Developer after the Village's approval of this Agreement for which impact fee credits can be awarded. This shall include the cost of any public infrastructure, including wastewater improvements, Developer provides on site or monetary contributions to the same, to the extent allowed by law.

i. Developer shall be entitled to an impact fee credit for the existing improvements located at Continuum East.

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j. The Village shall waive any impact fees associated with development of workforce housing units.

13. **Community Contribution Fees ("CCFs") and Other Payments**.

a. The Village acknowledges that Developer or its predecessors have already paid $597,500.00 in CCFs to the Village. In consideration of the CCFs already paid, the Previous Site Plan Approvals, and the Prior Development Agreements, the Parties agree that the Project's total Community Contribution Fees shall, subject to subsection 13.b below, be $2,390,000 and shall be paid as follows:

Installment	**When Due**	**Percent of Total**	**Amount Due**
1.	Previously Paid	25%	$597,500
2.	December 15, 2026 or upon issuance of the Continuum West master building permit, whichever occurs first.	75%	$1,792,500

b. The CCFs that are in effect as of the effective date of this Agreement and that would apply to the development of the Project were specifically provided in Section 15.2.H.4.a of the ULDC, which Section has been amended and superseded by Section 8.10.1 of the ULDC (2024)**.** The CCF described above represents a reduction of CCF in accordance with Resolution ***No. 2021-10***, which is only available if, on or before December 16, 2026, a master building permit for the portion of the Project on Continuum West is obtained and full payment is made. If the conditions in the preceding sentence are not met, a master building permit will not be issued to any portion of the Project until the CCF is recalculated based on then-applicable rates with no reduction, and such fee is paid to the Village.

c. It is agreed and understood by the parties that no community contribution fees other than those described in this Section 13 will apply to the development of the Project and that the CCFs accounted for herein allow for development of 547 dwelling units throughout the Property.

d. No new community contribution fees or increases to the fees in existence as of the approval of this Agreement shall be applied to the Project during the Term, except as provided in subsection 13.b above.

e. The Developer has paid $600,000 for park facilities improvements in connection with the development of Continuum West.

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f. The Developer has deposited $974,000 with the Village for park facilities improvements in connection with the development of Continuum Waterfront District SAP, which funds shall be deposited and applied by the Village after approval of this Agreement.

g. Nothing herein shall be construed to reduce any payments in lieu of workforce housing that may become due in the event that the requisite workforce housing is not provided on the Property in accordance with Section 18 of this Agreement.

h. Except where expressly set forth in this Agreement, all other fees due to the Village in connection with development activities, including but not limited to building permit fees, review and inspection fees, cost recovery, off-duty police monitoring of construction, and maintenance of traffic, shall be paid by the Developer when due. No building permit shall be issued unless all fees due through the date of the building permit have been paid.

14. **Alternative Plans Review and Inspections**. The Village acknowledges that the Developer may, at its option, contract with a private provider to provide building code inspection services for this Project as permitted by Section 553.791, Florida Statutes (2024).

15. **Phased Permitting**. Pursuant to Section 105.13 of the North Bay Village Building Code (consistent with the Florida Building Code) the Village shall allow Developer to apply for phased building permits.

16. **Marina.** The Village recognizes the existing marina and deck adjacent to Continuum East as legal conforming uses. However, the Village acknowledges that the Developer intends to expand the existing Marina to the submerged land adjacent to Continuum West. Should the Developer request that the Village be the applicant in any regulatory approval associated with Marina, Developer and Village shall enter into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage and mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property.

17. **Shoreline Development approval**. If required by the County, the Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida (the "SDRC"). The Village shall provide written confirmation of the Village's development approvals to the Shoreline Development Review Committee of Miami-Dade County, Florida upon the written request of the Developer or Miami-Dade County. Should the SDRC impose additional conditions as part of their review, said conditions shall be incorporated and reflected into an application for an SAP Permit, without the need to modify this Agreement or Site Plan, as long they do not decrease the size of the Island Walk, View Corridors, and Island Walk access points as shown in the Site Plan.

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18. **Workforce Housing Density Bonus**.

a. Pursuant to ULDC Section 8.10.1, Developers are requesting a density of 150 dwelling units an acre to develop the Project. The total Density of the Project will be up to 547 dwelling units. As provided in the Prior Development Agreements, five percent (5%) of the Project's total proposed units are required to be reserved and provided as non-subsidized workforce housing units. Based on the Project's total maximum density of 547 units and in consideration of the Prior Development Agreements and Prior Development Programs, the total number of required workforce housing units is 28 units.

b. *Continuum West.* In accordance with section 8.10.2 of the ULDC, Owner shall make a payment in the amount of $811,649.00 in satisfaction of its workforce housing requirement for Continuum West. The payment shall be made on December 15, 2026 or upon issuance of the Continuum West master building permit, whichever occurs first. The Village expressly recognizes that Owner has already paid them $81,909.53 for workforce housing initiatives.

c. *Continuum East*. Owner shall develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC and Section 19 of this Agreement. If the Developer elects not to develop 5% of the units developed at Continuum East as workforce housing units, Developer shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made.

d. Village and Developer expressly agree that the payments and/or workforce housing units provided pursuant to this Section satisfies the Project's workforce housing requirements.

19. **Workforce Housing Agreement.** In the event Developer provides workforce housing in accordance with section III.P of Appendix C of the ULDC, a Workforce Housing Agreement shall be entered into with the Village. Such agreement shall outline the applicable affordability standards, operational standards (access, security, etc), and minimum size of the units. In accordance with Section 8.10.1 of the ULDC, the Village and Developer agree that all workforce housing units shall be one or two bedrooms and shall have access to hotel amenities. The Village and Developer agree that if the workforce housing units are developed, priority shall be given to qualified households that include an employee of a use operating or under lease in the Continuum SAP.

20. **Reservation of Development Rights**.

a. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land

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Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the date the Village approves this Agreement that are or may be applicable to the Property, subject to this Agreement. Nothing herein shall be construed to limit or prohibit the Village from enforcing duly adopted ordinances and resolutions that may affect the operational requirements, obligations, and conditions of any uses permitted under the Project Approval, .provided such ordinances or resolutions do not prevent the development of the land uses, intensities, and densities set forth in this Agreement or restrict the operations of uses on the Property in conflict with the Continuum SAP.

b. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement.

c. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations in the event that they are amended to permit such increase during the Term of this Agreement, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to then-applicable law and Section 12 of this Agreement.

d. The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a master building permit has been obtained for the phase for which vested rights have been asserted, on or before the expiration of the Term, and such permit is thereafter maintained in active status.

21. **Public Areas**. The general public shall be permitted to access the within the front setback, Island Walk, and Island Walk Access Points ("Public Access Areas") from 7 am until 10 pm every day, or such other times as provided in the Village Rules, except that if an establishment at the Property abutting the Island Walk is open after 10 pm, the Permitted Times shall be extended to match the establishment's hours. All Public Access Areas shall be operated consistent with Village Rules.

22. **Security During Construction**.

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a. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the date the Village approves this Agreement, for vacant development parcels.

b. Developer shall provide for pest control, fencing, and properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village regulations.

c. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

d. At any point that there is a pause or stoppage of active construction other than Sundays and holidays, the Property and any construction shall be kept secured and fenced, and all construction equipment and materials shall be stored in a secure area where they will not be a wind hazard. The Village Manager and/or Building Official shall communicate with the Developer to ensure this section is complied with and that the construction is safe. The Developer's failure to comply with this section may result in the Village taking action to secure the site which may expose the Property to liens for the cost of the work.

23. **Extended Construction Hours**. In consideration of the terms outlined in this Agreement, the regulations contained in Section 96.04 of the Village's Code of Ordinances, and Appendix C of the ULDC, Developer shall be permitted to conduct construction activities Monday through Saturday subject to the following conditions:

a. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

b. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:
    1. Before 8:00 am Monday through Friday;
    2. After 5:00 pm Monday through Friday; and
    3. Before 9:00 am on Saturday.

c. During construction, loud music shall be prohibited at all times.

d. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms.

e. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

f. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those

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hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;

g. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

The Village and Developer agree that the terms of this Agreement shall satisfy the required payment of extended construction hour fees. Further, if the Village modifies construction requirements and hours to allow construction in excess of the hours allowed under this section, Developer shall be permitted to construct pursuant to those hours.

24. **Supersedes**. This Agreement supersedes the Prior Development Agreements. The Prior Development Agreements are deemed terminated and released as of the Effective Date.

25. **Binding Effect**. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto and their personal representatives, heirs, successors, grantees, and assigns.

26. **Governing Laws**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to (a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. This waiver shall survive the termination or expiration of this Agreement. This waiver shall not be applicable to any other matter relating to the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable statutory and common law.

27. **Notices**. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Frank Rollason

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Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd, Suite 1200
Coral Gables, FL 33134

If to 1755 Owner at: 1755 JFK Owner, LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

With a copy to: Neisen O. Kasdin
Akerman LLP
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

If to 1819 Owner at: 1819 NBV Owner, LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

With a copy to: Neisen O. Kasdin
Akerman LLP
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery, and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this section. The terms of this section shall survive the termination of this Agreement.

28. **Severability**. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

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29. **Entire Agreement**. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

30. **Modification, Amendment, and Release**. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to, a master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village Commission after public hearing.

31. **Default and Remedies**.

a. *Default and Cure*. Upon the Village's written notice of any alleged default of Owner's obligations under any section in this Agreement, the Developer shall have thirty (30) days to cure such alleged default. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option, result in termination of this Agreement. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to correct such alleged default.

b. *Request for Review*. In the event of an alleged default of the Developer for any non-monetary obligation only, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. For any time after the lapse of the cure period where an alleged default remains unresolved by the Developer, irrespective of the filing of a Request, the Village may suspend and/or withhold any and all reviews, public hearings, inspections, licenses, permits, or any other ministerial or discretionary action of the Village until such time as the alleged default is cured or the Dispute is conclusively resolved.

d. *Dispute Resolution*.

1. *Initial Meeting*. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

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2. *Neutral*. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Owner's or the Village and who is experienced and knowledgeable in the management and operation of arenas (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "3A") to select the Neutral or may require both parties to submit to any procedures of the 3A to select the Neutral, including without limitation the selection of the 3A as the Neutral.

e. *Mediation*. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the default shall be deemed final for purposes of litigation, and the Developer may institute litigation or otherwise proceed as permitted by law.

f. *Interim Relief*. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

g. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided, where applicable, the notice, cure, and mediation procedures of this Section 31 have first been complied with, the other party will be entitled to exercise any or all remedies

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available under this Agreement, or at law or in equity. The parties expressly acknowledge and agree that either party will have the right of specific performance to enforce the other party's obligations under this Agreement, along with other legal and equitable rights and remedies.

32. **Attorneys' Fees**. Subject to the procedures of Section 31, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this Section shall survive the termination of this Agreement.

33. **Enforcement and Interpretation**. In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the ULDC, and fourth, the North Bay Village Comprehensive Plan As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. **Cumulative Remedies**. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. **Estoppel**. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. **Force Majeure**. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; moratoriums affecting the development of the Property; strikes, lock-outs, or labor troubles; inability to procure materials; adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks; or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered, or delayed by

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a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event, and such performance or obligation shall be excused for the time of such delay.

37. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____
Address:

By: _____
Frank Rollason
Village Manager
Dated this ____day of _____, 2025.

_____
Witness #1 Print Name: _____
Address:

Attest:

By: _____
Alba Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, _____ by _____, as _____ of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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1755 JFK Owner, LLC, a Delaware Limited Liability Company**:**

In the presence of:

_____
Witness #1 Print Name: _____
Address:

By: _____
Print Name: _____
Title: _____
Dated this ____day of _____, 2025.

_____
Witness #2 Print Name: _____
Address:

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of **[_____]**, a Delaware Limited Liability Company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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In the presence of:

1819 NBV Owner, LLC a Delaware Limited Liability Company**:**

_____
Witness #1 Print Name: _____
Address:

By: _____
Print Name: _____
Title: _____
Dated this ____day of _____, 2025.

_____
Witness #2 Print Name: _____
Address:

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as _____ of **[_____]**, a a Delaware Limited Liability Company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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EXHIBIT "A-1"

LEGAL DESCRIPTION

CONTINUUM WEST LEGAL DESCRIPTION

Address: 1755 79th Street North Bay Village, Florida

Folio Number: 23-3209-000-0110

Legal Description:

The Easterly 300.00 feet of the Westerly 1,800.00 feet of the following described tract of land as measured along a line running at right angles to the Westerly line of said tract: Commencing at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast Seventy-Ninth Street Causeway, which same is recorded in Plat Book 25 at Page 70 of the public records of Miami-Dade County, Florida, run North 88° 41 '24" East 1,960.00 feet; thence North 1° 37' 08" West 50.00 feet to the Point of Beginning of the hereinafter described tract of land:

Thence continue North 1° 37' 08" West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90° 18' 32" and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88° 41' 24" East 2,169.970 feet to the point of curvature of a curve to the right; thence to the right along said curve having an interior angle of 40° 32' 45" and a radius of 600.000 feet for an arc distance of 466.483 feet to a point of tangency; thence South 46° 45' 51" East 102.180 feet to a point of intersection with the Northerly line of the existing right-of-way of said Northeast Seventy-Ninth Street Causeway; thence to a Southeasterly, Northwesterly and Westerly direction along the Northerly line of said existing right-of-way to the Point or Place of Beginning. Lying and being in Miami-Dade County, Florida.

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EXHIBIT "A-2"

CONTINUUM EAST LEGAL DESCRIPTION

Address: 1819 & 1855 79th Street Causeway, North Bay Village, Florida

Folio Number: 23-3209-000-0120

Legal Description:

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of right of way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the public records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or Place of Beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90 degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency; thence South 46 degrees 45 minutes 51 seconds east 102.180 feet to the point of intersection with the Northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

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EXHIBIT “B-1”

"APPROVAL ORDINANCE"

ORDINANCE NO. ____- _____

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EXHIBIT “B-2”

"APPROVAL RESOLUTION"

RESOLUTION NO. _____-_____

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EXHIBIT "C"

EQUIVALENCY MATRIX

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EXHIBIT "D"

VILLAGE IMPACT FEE RATES

[INSERT RATE CHART]

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NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	**SECOND PUBLIC HEARING**
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

Public Hearing - Notice of Intent to Consider a Development Agreement

North Bay Village | Publish Date: May 7, 2025

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

Public Hearing - North Bay Village Commission Meeting

North Bay Village | Publish Date: May 7, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Administrative Adjustments (Zone North)

Regulatory and Economic Resources | Publish Date: May 6, 2025

Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.

111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126

Request Public Records

2025-05-07-nbv-notice-of-inter
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-07-nbv-notice-of-intent.pdf
All tools Edit Convert E-Sign
miamidade.... / 2025-05-07-nb...ce-of-intent
Share AI Assistant Sign in

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

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PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

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- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
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  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

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To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

9589 0710 5270 2143 5160 49

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum East
DA
1819

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2143 5160 56

U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum West
DA
1755

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2143 5160 63

U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum West
DA
1855

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
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Attention: Alba Chang

CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, Mary Castro, who on oath says that he/she is Custodian of Records of the The Miami Herald, a newspaper published in Mlami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

1 insertion(s) published on:
05/09/25

Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 9th day of May in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County

AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 20, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason

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RECOMMENDATION

BACKGROUND AND ANALYSIS

At the February 18, 2025, Village Commission meeting, the Village Commission directed that a discussion item be added to the March 2025 regular Commission meeting to discuss the Shoma North Bay Village, LLC Development Agreement. During the March 2025 meeting, the Commission moved to amend the Development Agreement, with the proposed amendment to be presented at the April Commission Meeting or a Special Meeting.

The following payment structure was proposed:

1. $4,439,539 to be paid by 4/30/2025
   a. Impact/permit fees = $2,740,000
   b. Village Hall Contribution = $400,000
   c. Community Contribution Fee = $1,777,000

2. $2,000,000 to be paid by 4/30/2026
   a. The Remaining Community Contribution Fee = $370,000
   b. Remaining workforce housing contribution = $1,807,000

3. $2,000,000 to b paid by 4/30/2027
   a. Remaining balance of workforce housing discount

* Require all Community Contributions fees to be paid before the issuance of the Certificate of Occupancy.

There was agreement for the Village to meet with a representative from Shoma and arrange a Special Meeting, if necessary, to continue discussions.

Attached hereto is Shoma's counsel letter dated April 4, 2025, to the Village Attorney.

Background

On November 7, 2023, the Village Commission adopted Resolution No. 2023-143, approving a new site plan for the property located at 1872 79th Street Causeway (the “Property”). The site plan provides for a mixed-use development project at the Property, consisting substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces. That same evening, the Commission adopted Ordinance No. 2023-014, approving a Special Area Plan for the Property. In addition, the Commission adopted Resolution No. 2023-144, approving a development agreement with the Property’s developer, Shoma North Bay Village, LLC (“Shoma”).

Section 8.15 of the Village’s Unified Land Development Code provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan. In order to develop the Project, Shoma requested and the Village approved a modification of the previously approved Special Area Plan (SAP) and to amend and restate an earlier development agreement.

As a condition of approval of the site plan for the referenced project and in accordance with Section 8.13 of the Village’s ULDC, the Village and Developer entered into a Development Agreement that memorializes density bonus requirements, building area in the Project, and other requirements.

On March 5, 2024, following the Village’s adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the “Development Agreement”).

On November 20, 2024, the Village notified Shoma that Shoma was in default of the terms of the Development Agreement.

On February 21, 2025, the Village sent notice to Shoma advising Shoma of the continued default of the Development Agreement and the Village’s intent to terminate unless the default is cured. On March 6, 2025, Shoma paid $493,500 to cure the default and the Village confirmed that the default had been cured on March 18, 2025.

The Development Agreement provides for a 50% reduction in Community Contribution Fees and Workforce Housing Contributions, provided they obtained their shell building permit and commenced vertical construction on or before November 16, 2024. However, as of today, they have not yet obtained a shell permit and commenced vertical construction, so they did not

meet that obligation by November 16, 2024. The consequence is that they have lost out on the 50% reduction.

Therefore, notwithstanding the payment on March 6, 2025, prior to the issuance of any building permit, Shoma owes $5,177,000, which represents the full amount of the Community Contribution Fee and Payment In Lieu of Workforce Housing Contribution (the “Bonus Fees”) that are due under the Development Agreement. This amount is in addition to any building permit and impact fees that are due.

Section 13 of the Development Agreement provides: “In each event of Developer’s material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer’s failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.”

The recorded Development Agreement is attached for the Commission's review and discussion.

In addition, on April 4, 2025, Shoma's counsel responded to the Village's prior correspondences and discussion from the March 18, 2025 Commission meeting with the attached letter.

On April 25, 2025, Shoma’s legal counsel submitted the attached email outlining their client’s proposal, which is provided here for reference.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
1850-1872 Kennedy Causeway - Development Agreement.pdf
Notice of Default to - 1872 79th Street Causeway.PDF
03.11.25 Resp to Not of Def from NBV_final.pdf
Reply to Shoma's Response - Notice of Default of D. Agreement.pdf
04.04.25 Shoma ltr to H. Sera_4.4.25.pdf
04.25.2025 Offer -Shoma North Bay Village.pdf

CFN 2024R0181197
OR BK 34126 Pgs 673-713 (41Pgs)
RECORDED 03/08/2024 10:51:24
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5th day of March, 2024, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, On March 23, 2021, the Village Commission approved a site plan by Resolution No. 2021-46 (the "Original Approval"), which provided for a mixed-use development project named "SHOMA Bay" consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities, (the "Initial Project"); and

WHEREAS, The Developer and Village previously entered into a Development Agreement for the Initial Project which is recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County; and (the "Original Development Agreement"); and

WHEREAS, the Developer and the Village mutually desire to modify the Original Approval according to the modified site plan approved by Resolution No. 2023-143 on November 9, 2023 (the "Approval Resolution"), to allow for a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, and a high end food bazaar which will be open to the public, and 750 parking spaces in a structured garage (the "Project"); and

WHEREAS, the Developer and the Village desire to amend the Original Development Agreement and enter into this Agreement to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village's Unified Land Development Code (the "ULDC").

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated

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herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. "Approval Resolution" is defined as Resolution No. 2023-143 adopted on November 9, 2023, attached hereto as Exhibit "B."

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. " Site Plan" is that Development plan prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

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i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land. "Land Development Regulations" does not include operational requirements and restrictions, including but not limited construction activity, noise, parking, or pollutant discharges,

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as herein defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 5 of this Agreement.

p. "Project Validity Period" is defined in Section 7(e)."

q. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. "SAP Approval" is that certain Special Area Plan approved pursuant to Ordinance No. 2023-014, on November 9, 2023, by the Village Commission, attached hereto as Exhibit "C."

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio

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service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, by the Village at the Developer's expense, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"). This Agreement shall be automatically extended by extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires, terminated, or revoked as provided in Section 7.f of this Agreement, this Agreement shall automatically terminate, and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan pursuant to the Approval Resolution, a copy of which is attached as Exhibit "B." The SAP Approval sets forth the binding development criteria for the Property, a copy of which is attached as Exhibit "C" (collectively, the Site Plan, the Approval Resolution, and the SAP Approval constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations, subject to compliance with the conditions herein. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

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6. Project Approval.

a. The Project shall be in conformance with the following:

- Boundary Survey prepared by Pulice Land Surveyors, LLC, dated April 21, 2023; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

- CS, dated April 28, 2023
- A-0. SP-1, dated April 28, 2023
- A-2.1–A-2.24, dated April 28, 2023;
- A-3.1–A-3.4, dated April 28, 2023;
- A-4.1-A.4.7, dated April 28, 2023;
- RE-1-RE-2, dated April 28, 2023;
- C-1 - C-12, dated April 28, 2023; and
- L1–L6, dated April 28, 2023.

7. Conditions of Approval.

a. Community Contribution Fee.

- Based on the date of the Approval Resolution and on commitments made by the Developer as to timing of the construction of the Project, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of $1,370,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$342,500.00
2	May 30, 2024	25%	$342,500.00
3	August 31, 2024	50%	$685,000.00
Total[1]		100%	$1,370,000.00

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

b. Parking.

- A total of 506 spaces are required for the various uses. The Project

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shall provide 750 parking spaces that include 15 electric vehicle ready spaces, 17 ADA spaces, and 69 bicycle rack parking spaces as set forth on sheet A-0.SP-1 of the Project Approval plans.

- Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking:
    - Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end-user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.
    - Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7(b). In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five-percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent (1.5%) per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees, if any.

c. Payment in Lieu of Workforce Housing Pursuant to its authority under Ordinance No. 2023-012, the Village Commission has modified the amount due for the payment in lieu of workforce housing for the 34 dwelling units

based on commitments made by the Developer as to timing of the construction of the Project. Accordingly, the Developer shall pay $987,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$246,750.00
2	May 30, 2024	25%	$246,750.00
3	August 31, 2024	50%	$493,500.00
Total[1]		100%	$987,000.00

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

d. Village Hall Contribution. The Developer shall make a contribution to the construction of Village Hall in the amount of $400,00.00 on or before the issuance of the first building permit in furtherance of the Project.

e. External Agency Approvals:

- The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management considerations.
- As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

f. Infrastructure/Drainage

- The Developer shall provide documentation of compliance with all applicable Level of Service requirements at the time of application for any building permit.
- Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

- Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Project's Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
- To the extent the Property's area allows under generally accepted engineering standards, Developer shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

g. General Conditions

- The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals may be granted, subject to approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). Developer shall apply for and obtain a full Master Building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period. If the Project Approval expires, this Agreement shall automatically terminate.
- Developer's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.
- Once issued, Developers shall maintain the Master Building Permit in active standing as determined by the Building Official throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise revoked by the Building Official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.
- Cost recovery fees must be paid pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the Property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property

(including fees related to any previous development proposal applications on the Property), have been paid in full.

- The Village hereby agrees to diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project.

h. Prior to issuance of the Master Building Permit, Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

i. The Developer shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet wide.

j. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

k *Public Facilities*

- Complete Streets – 79th Street Causeway. Prior to issuance of the Certificate of Occupancy, Developers shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."
- Developer shall study access to the Property from Westbound traffic on 79th Street Causeway to address queuing length on left turn lanes at East Treasure Drive and at the approximate midpoint of the Property. The study shall be submitted to the Village and FDOT prior to the issuance of the Master Building Permit. If either FDOT's or the Village's review of the study results in a determination that modifications are required, Developer shall permit and install modifications to extending queuing length prior to the Certificate of Occupancy.

- The Developer shall plant Royal Palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to

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be installed by the Village on Kennedy Causeway.

- Prior to the first building permit for the Project, the Developer shall provide a pedestrian ingress and egress easement between the public right-of-way and a new bus shelter (bus shelter to be constructed by the Village) on the Developer's property, acceptable to the Village Manager.
- The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity, subject to FDOT approval.
- Public Plaza. The Project includes a public plaza civic space. The Developer shall install permanent bollards along the perimeter of each public plaza to protect users of the plaza from vehicles on adjacent rights-of-way.

l Other

- Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
- Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".
- Local Hiring.
    - Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.
    - Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.
- In connection with crane overswings over public property:
    - The Developer shall further limit overswings to necessary weathervaning only, and shall in no event allow its contractor to carry live loads over any portion of public property.

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- Insurance. Developer will provide a Commercial General Liability insurance policy naming the Village as an additional insured party, with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the real property and its appurtenances, on an occurrence basis in an amount of not less than $5,000,000 per occurrence and $30,000,000 umbrella, which shall include insurance for personal injury, death or property damage occurring upon, in or about public Property. Developer shall cause its Contractor, or any party performing work within the Property to carry comparable insurance naming the Village as an additional insured party.
- Indemnification. Developer hereby covenants and agrees to indemnify, hold harmless, and defend the Village, including its Mayor, Vice Mayor, Commissioners, City Officials, contractors, and staff (collectively "Village Indemnitees"), from and against liability, losses, or damages, including reasonable attorneys' fees and costs of defense, which Village Indemnitees may incur as a result of third-party claims, actions, causes of action, suits, lawsuits, debts, liabilities, damages, expenses judgments, and demands whatsoever, in law or in equity, arising out of or in connection with the development and construction of the Projects by or on behalf of the Developer ("Village Indemnified Claims").

m. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing commitments shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

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e. Certificates of occupancy; and

f. Any other official action of the Village, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Developer, in such instance.

10. Impact Fees.

a. The Developer shall pre-pay a portion of the parks and police impact fees, totaling $953,931.00, on or before April 1, 2024. The sum paid shall be credited towards impact fees owed (when due) for police and parks. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 10(a) that may be credited towards police and parks impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 10.a. As set forth in Exhibit "D", the remaining impact fees that will be due for the Project

at building permit, after the pre-paid impact fees are credited, are estimated at $1,699,410.81.

b. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "D" will apply to the development of the Project. No new impact fees or increases to impact fees over and above the impact fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Building Permit Fees. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

12. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7(g) of this Agreement and is maintained in active status until certificates of use and

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occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section 7(g) of this Agreement, shall result in automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

13. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

15. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2023) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor

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North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

17. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

19. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, or release has been approved by the Village after public hearing.

20. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The

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provisions of this section shall survive the termination of this Agreement. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.**

21. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

22. Original Development Agreement Replaced. This Agreement replaces and supersedes in its entirety the Original Development Agreement previously entered into and recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

Witness #1 Print Name: Leo Cosio
1666 Kennedy Cswy North Bay Village, FL 33141

Witness #2 Print Name: Julie Leonardi
1666 Kennedy Cswy North Bay Village, FL 33141

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 11 day of January, 2024.

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

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MIAMI-DADE COUNTY, FLORIDA

ACTIVE:13167250.8

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC,
a Florida Limited Liability Company:

Witness #1 Print Name: Mariela Chagas
Address: 3615 NE 22nd Ave

Print Name: MASOUD SHOJAEE
Title: Manager
Dated this 5 day of March, 2024.

Witness #2 Print Name: Annette Hernandez
Address: 201 Sevilla Ave #330

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of March, 2024, by Masoud Shojaee, as _____ of Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

NOTARY PUBLIC STATE OF FLORIDA
ANGELA SUAREZ
MY COMMISSION # HH 208444
EXPIRES: April 15, 2026

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ACTIVE:13167250.8

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

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EXHIBIT "B"
SITE PLAN APPROVAL

RESOLUTION NO. 2023-143

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RESOLUTION NO. 2023- 143

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

WHEREAS, on March 23, 2021, by Resolution 2021-046 (attached as Exhibit "A"), the Mayor and Commission of North Bay Village granted approval pursuant to Sec. 5.8 and Chapter 15 of the North Bay Village Unified Land Development Code (the "ULDC") for a site plan involving a mixed-use project (the "Project") on an approximately 2.8-acre site, previously identified by Folios No. 23-3209-000-0250; 23-3209-000-0251; 23-3209-000-0253; 23-3209-000-0260, located at 1850-1875 79th Street Causeway (Kennedy Causeway); and

WHEREAS, the Project consisted of a 24-story, 205-foot-7-inch building, containing 333 for-rent residential units; a 36,068-square-foot supermarket; 6,315 square feet of additional retail space; 716 parking spaces; and other amenities; and

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WHEREAS, Shoma North Bay Village, LLC ("the "Applicant") has submitted an application seeking approval to modify the previously approved Project for the same location (now integrated under a single folio through unity of title recorded in the Public Records of Miami-Dade County), as legally described in Exhibit "B," "Legal Description" attached hereto (the "Property"); and

WHEREAS, with the proposed modifications, the Project will consist of a 253-feet-10-inch building encompassing 333 for-sale residential units along with complementary resident amenities; approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space; along with 750 parking spaces in structured parking; and

WHEREAS, the proposed modifications exceed thresholds established in Sec. 5.9 of the ULDC to qualify for an administrative approval of site plan modification and therefore require review as a new site plan under the provisions of Sec. 5.8 of the ULDC; and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "C"; and

WHEREAS, the Project is to be constructed in the "South Kennedy Special Area Plan" ("SK SAP"), which has been approved by Ordinance No. 2023-014, on the south side of Kennedy Causeway, which SK SAP encourages mixed-use developments, with a maximum building height of 24 stories or 240 feet and a base density of 70 units per acre, and provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of the Property set forth in "Appendix B, South Kennedy Special Area Plan"; and

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WHEREAS, density bonuses to exceed the base density of 70 units per acre, are approvable by the Commission pursuant to Sec. 8.10.1, adopted via Ordinance No. 2022-013, and Sec. 8.12.5, upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village;

WHEREAS, the Applicant is seeking a density of 120 units per acre to reach the proposed total number of residential units; and

WHEREAS, the workforce housing requirements for the density increase set forth in Sec. 8.10.1 of the ULDC, as amended, applies to for-sale projects and may be satisfied through on-site provision of workforce housing, or through a payment in lieu of workforce housing; and

WHEREAS, pursuant to Sec, 8.10.1 of the ULDC, a payment in lieu of workforce housing may be reduced by the Commission through a Development Agreement if it determines that the timing and extent of the public benefits provided in connection with the project that are enjoyable collectively by all Village residents outweighs the potential benefit to the segment of the Village population provided by the contributions in lieu of workforce housing set forth Sec. 8.10.1 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the SK SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

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WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-144, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on November 9, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a mixed-use development Project consisting of 333 residential units along with complementary resident amenities; a 35,316 square-foot grocery store; a 1,400 square-foot liquor store; a 11,923 square-foot food hall; and 2,538 square feet of additional retail space, as well as 750 parking spaces in structured parking

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(as shown in Exhibit "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden
      4) Sheet L-5: Landscape Plan – Pool Deck

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5) Sheets L-6: Landscape Details
6) Sheet TD-1: Tree Disposition Plan
7) Sheet HS-1: Hardscape Plan – Ground Level
8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
1) Sheet C-1.0: General Notes
2) Sheet C-2.0: Civil Site Plans
3) Sheet C-3.0: Pavement Details
4) Sheet C-4.0: Water Distribution Plan
5) Sheet C-5.0: Sewer Distribution Plan
6) Sheet C-6.0: Water and Sewer Details
7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
8) Sheet C-9.0: Grading and Drainage Plan
9) Sheet C-10.0: Drainage Details
10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 10 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. Pursuant to Sec. 8.10.1 of the ULDC, as amended, the Applicant may elect to make a contribution in lieu of on-site provision of workforce housing.

Landscape and Public Realm:

1. Pursuant to the landscape plans, at least seven percent (7%) of the aggregate lot area, or approximately 6,691 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.

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2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the "Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.
3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
7. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
11. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

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2. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
4. A fire flow test shall be conducted to verify the availability of required fire flow.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.

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6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.
9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

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Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this 9th day of November 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "B"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 18°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "C"
SAP APPROVAL

ORDINANCE NO. 2023-014



ORDINANCE NO. 2023-014

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

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design

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elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Shoma North Bay Village, LLC, ("Shoma NBV") is the owner of approximately 2.8 acres of real property (the "Property") which are legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, Shoma NBV has applied for:

1) a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" ("SK SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix B to Chapter 15 South Kennedy Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" and the proposed Appendix B to Chapter 15 (also known as the "SK SAP"), and determined that the rezoning and proposed Appendix B to Chapter 15 satisfy the conditions of Sections 4.2 and 4.17 of Chapter 4 and Section 15.2.G of the Village Code, and recommends approval of the rezoning and the proposed Appendix B to Chapter 15 with conditions; and

WHEREAS, on July 27, 2023, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance;

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found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on November 9, 2023; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 2.8 acres (121,914 sq. ft.) from "T6-24" Transect Zones to "South Kennedy Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix B to Chapter 15" or the "South Kennedy Special Area Plan," which shall apply to the Property zoned "South Kennedy Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be

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renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix B, which is attached hereto as Exhibit "C", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 12th day of September, 2023.

PASSED AND ADOPTED on second reading on the 9th day of November, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By: Commissioner Goran Cuk
Seconded By: Vice Mayor Richard Chervony

Second Reading:
Moved By: Vice Mayor Richard Chervony
Seconded By: Commissioner Rachel Streitfeld

Vote on Final Adoption:

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



Exhibit "A"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "D"

SHOMA NORTH BAY VILLAGE IMPACT FEES

CIRCUIT AND COUNTY COURTS
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

OR Bk 34352 Pg 1708 (1pgs)

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[1] Fee	Residential units: 333	Retail Square Footage: 52,929	Office: 0 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 772.60	$ 257,276			7.50%	$ 19,296	$ 276,571
Police - Retail	$ 1,253.46		$ 66		7.50%	$ 5	$ 71
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 934.16	$ 622,151	$ 7,063		7.50%	$ 47,191	$ 676,405
Wastewater Line Replacement *	$ 1,401.24	$ 933,226	$ 10,595		7.50%	$ 70,787	$ 1,014,608
Water Impact Fee (by Meter Size) **	$ 1,302.00	$ 7,812			7.50%	$ 586	$ 8,398
Subtotals		**$ 2,450,500**	**$ 17,725**	$ -		**$ 185,117**	
Total for Shoma Project							**$ 2,653,341.81**

Based on North Bay Village Impact Fee Tables 2012-2036

(1) Equivalent residential connection

* Apts equal 2 ERC's

** Assumes 2 2-in meters, but number and size of meters must be provided by architect/engineer of record

Applicable Code Sections

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on MAR 0 8 2024 day of AD 20
WITNESS my hand and Official Seal.
Clerk of Circuit and County Courts
By D.C.
Tosca Whitfield #212817

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

WEISS SEROTA
HELFMAN COLE + BIERMAN

HAYDEE SERA, PARTNER
HSera@wsh-law.com

February 21, 2025

Via Federal Express Overnight Mail Tracking No. 772235293402 and email (mshojaee@shomagroup.com)
Masoud Shoajaee
Shoma North Bay Village, LLC
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

Copy Via Federal Express Overnight Mail Tracking No. 772235932097 and email (mgarcia-serra@gunster.com)
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Re: Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Shoajaee (with copy to Mr. Garcia-Serra):

As you know, our firm represents North Bay Village, Florida (the "Village"). On March 5, 2024, following the Village's adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma North Bay Village, LLC ("Shoma") entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the "Development Agreement").

On November 20, 2024, we notified you that the $493,500 partial Payment in Lieu of Workforce Housing that was to be made on August 31, 2024 was not received by the Village. To date, the Village has still not received the payment, despite various assurances that the "check is in the mail."

Given previous instances of delayed payment under the Development Agreement, and the fact that the Village provided an invoice and various communications to remind you of the obligation, the Village considers this to be material noncompliance with the Development Agreement. This determination has been previously communicated to you.

Please consider this the Village's formal demand for this payment and notice of the Village's intent to terminate the Development Agreement and revoke the Project Approval under Section 13 of the Development Agreement if the material noncompliance is not immediately cured. Accordingly, please arrange for immediate payment of the $493,500 partial Payment in Lieu of Workforce Housing.

Additionally, as we previously notified you, a shell building permit was not obtained and vertical construction of the Project did not commence by November 16, 2024. As a result, Sections 7.a and 7.c of the Development Agreement require the following prior to issuance of any building permit:

1. Payment of a Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000); and
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property.

Finally, please be aware that Section 7.d provides for a $400,000 payment at building permit.

Your attention is directed to Section 13 of the Development Agreement which provides:

> In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

Be advised that the Village Commission intends to review the status of the Development Agreement at its March 18, 2025 meeting.

Should you have any questions or concerns, please do not hesitate to contact me at 305-854-0800 or hsera@wsh-law.com.

Sincerely,



Haydee Sera
Village Attorney

cc: Frank Rollason, Village Manager
Tony Recio, Village Attorney
Mayor and Commission

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

March 11, 2025

VIA OVERNIGHT MAIL & EMAIL

Frank Rollason Village Manager 1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141 villagemanager@nbvillage.com	Haydee Sera Village Attorney for North Bay Village Weiss Serota Helfman Cole + Bierman 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, FL 33134 Hsera@wsh-law.com

Re: Response to Notice of Default of Development Agreement
1872 79th Street Causeway / Shoma Bay

Mr. Rollason and Ms. Sera,

As you may be aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). This correspondence shall serve as a response to the Notice of Default issued by North Bay Village (the "Village") dated February 21, 2025 ("Default Letter") regarding the Development Agreement recorded at Official Records Book 34126, Page 673 of the Public Records of Miami-Dade County (the "Agreement"). Any capitalized terms used herein, and not specifically defined herein, shall have the same meaning as any defined terms in the Agreement or the Default Letter. All further correspondence regarding this matter should be directed to the undersigned. Nothing in this letter shall be seen as a waiver or relinquishment of any rights or defenses in accordance with the terms of the Agreement.

To begin, as we (Ms. Sera and myself) have discussed, my client is interested in moving forward with this Project (which has already commenced construction), and maintaining a positive working relationship with the Village. However, the Default Letter seems to indicate a desire to the opposite. Nevertheless, this correspondence shall address the issues in the Default Letter in an attempt to put said issues "to bed," and hopefully move forward with a positive working relationship, which will be necessary to complete the Project that will yield very significant public benefits for the Village.

Partial Payment in Lieu of Workforce Housing

As it pertains to the partial Payment in Lieu of Workforce Housing pursuant to Article 7(c), said payment has been made. Shoma has satisfied its obligation under Section 7(c) of the Agreement by remitting the $493,500 payment, and this should no longer be an issue with the Village or the Agreement. See the receipt from the Village attached hereto an incorporated herein as "**Exhibit A**." Accordingly, this matter is resolved.

Community Contribution Fee and Payment in Lieu of Workforce Housing Adjustment

The Default Notice next discusses Sections 7(a) and 7(c), and the Village's attempt to require additional amounts for the Community Contribution Fee and the Payment in Lieu of Workforce Housing. Contrary to the assertions in the Default Letter, Shoma has obtained a valid shell permit for the Project (by way of its foundation permit) and has commenced vertical construction, which includes the installation of several vertical piles at the Project. The issued foundation permit allows for construction (at minimum) of vertical elements, and work has progressed accordingly.

To explain Shoma's position, while the Agreement refers to a "shell building permit" in Sections 7(a) and 7(c), it does not define that term. The Village and the Default Letter seem to misconstrue this use of "shell building permit" to exclusively refer to a final/complete building permit. This is critically important to this analysis, as the Agreement separately utilizes and addresses different permits throughout the Agreement. To this point, in Sections 7(a) and 7(c), the Parties used specific terms and conditions. In other words, if the parties had intended to equate "shell building permit" with the final building permit or Master Building Permit, they would have done so explicitly and used such a description or term.

Instead, the conditions of a "shell building permit" and vertical construction were used. Interpreting these conditions, as used in Section 7(a) and 7(c), to mean or require more than the permit pursuant to which Shoma is currently conducting work on site is inconsistent with the Agreement's plain language and structure, and must be rejected under basic principles of Florida contract interpretation. In fact, the very paragraph relied upon by the Village contradicts its own position. Sections 7(a) and 7(c) provide, in part, as follows:

Section 7(a)

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

Section 7(c)

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

The language clearly states that if a "shell building permit has not been obtained and vertical construction of the Project has not commenced by November 16, 2024, ***then*** [an additional payment is due] ***prior to obtaining any building permit on the Property.***" (emphasis added). How can one obtain a shell building permit and commence vertical construction "prior to" the issuance of any building permit, if the "*shell* building permit" was meant to mean the same thing as "*any* building permit?" Why would the same provision use different terms if what it really meant to use was the 'final building permit' or Master Building Permit? In fact, the defined term "Master Building Permit" is used throughout the Agreement, as opposed to "shell building permit" with vertical construction. See Sections 7(f), 7(h), 7(k) and 12 of the Agreement. Reading the language as the Village would see fit frustrates the purpose of the Agreement and is clearly not what was intended.

In reality, it is difficult for the Village to argue that a foundation is not part of a shell, nor that vertical construction elements have not started.[1] Therefore, Shoma's obtaining of the foundation permit and the vertical construction that has commenced not only satisfies the terms of the Agreement for Section 7(a) and 7(c), but also makes sense in the plain reading of the Agreement. There is no need to cite the myriad of cases in Florida adhering to the 'plain language rule,' wherein the Courts will give words their plain, ordinary and common meaning unless otherwise defined. Furthermore, Florida Courts routinely consider the entirety of a contract when interpreting its terms, rather than focusing solely on individual provisions. With this framework in mind, the plain and ordinary meaning of the words "shell building permit" and "vertical construction" will undoubtedly weigh in favor of Shoma's position discussed above.

Village's Delays

The Default Letter also seems to overlook the involvement (or lack thereof) the Village has in any sort of alleged delay in achieving development milestones. As we (Ms. Sera and myself) have discussed, the Village has contributed to delays in Shoma's ability to obtain the final building permit. As a singular specific example, I have shared correspondence where the Miami-Dade Department of Environmental Resources Management ("DERM") and Miami-Dade Water and Sewer Department ("WASD") have raised issues with the Village's own public works department utility letters and utilities' location descriptions. This caused confusion and delays in obtaining WASD and DERM approvals, ultimately delaying the ability to obtain the final building permit. Additionally, Shoma has learned that there was a moratorium implemented by DERM for rehabilitation work associated with pump stations surrounding the Project, requiring the village to perform rehabilitative work before DERM's sewer moratorium would be lifted. To the extent this affected the Project, it would have been impossible to have a final building permit issued.

Conclusion

In conclusion, Shoma has satisfied all conditions necessary to maintain its entitlements,

[1] It should also be noted that Shoma has obtained other permits and is moving forward under those permits, such as the crane foundation permit that was recently issued. Again, this is further indication of the Parties' intentions in the Agreement, as discussed herein.

including the reduced fee structure outlined in Section 7. As such, the citation to Section 13 of the Agreement in the Default Letter is factually incorrect and legally unsupportable. Please note, the Village's threat to terminate the Agreement or withhold permitting is not only improper, but will be contested vigorously. Shoma has already commenced vertical construction, is on the verge of having the Master Building Permit issued, and is well on its way to completing this transformative project. Any action by the Village to terminate the Agreement, interfere with Shoma's vested development rights, or to otherwise impede or delay permitting activity without valid legal cause will be immediately challenged. Such action would constitute a clear breach of the Village's obligations under the Agreement and could give rise to substantial claims for contractual damages, injunctive relief, and attorneys' fees, as expressly contemplated in Section 20 of the Agreement and Florida law. Shoma has relied on its vested rights and the Village's express contractual commitments to move forward in good faith with the development of this transformative project. Threats of termination or obstruction in the permitting process jeopardize the Village's credibility, undermine public-private collaboration, and expose the Village to substantial legal risk.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion contained in the Village's Notice of Default. We respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed accordingly.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me. Once again, Shoma is desirous of amicably moving forward with the Project and forging a lasting relationship with the Village.

Sincerely,

UTRERA LAW

/s/ *Christopher M. Utrera*
CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

Enc.

CVFG@GR ?

North Bay Village
1666 Kennedy Causeway, 300
North Bay Village, FL 33141
Phone: 305/756-7171
Fax: 305/756-7722

Billed To: SHOMA NBV, LLC

Email:

MGarcia-serra@gunster.com

MShojaee@shomagroup.com

Account # : **SEE CODES**

ITEM DESCRIPTION	UNITS	PI
WKFHF - Workforce Housing Fee	1.00	493,:

TOTAL THIS INVOICE $493,500.00

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

DATE : 3/6/2025 9:07 AM
OPER : RZ
TKBY : RZ
TERM : 2
REC# : 00091693

WKFHF WORKFORCE HOUSING FEES 493500.00
WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

For questions, contact Finance Department at: 305/756-7171

REMIT TO:

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

A copy of this invoice should accompany your check. Thank you!

1666 Kennedy Causeway, 3rd Floor
REC#: 00091693 3/6/2025 9:07 AM
TRAN: WKFHF WORKFORCE HOUSING FEES
OPER: RZ TERM: 2
TKBY : RZ

WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

TONY RECIO, PARTNER
trecio@wsh-law.com

March 18, 2025

Via email only (CMU@utreralaw.com)
Christopher M. Utrera, Esq.
Utrera Law
9250 SW 45 Terrace
Miami, FL 33165

Re: Reply to Shoma's Response to Village's Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Utrera:

We are in receipt of your March 11, 2025 response to the Village's February 21, 2025 Notice of Default (the "Default Notice"). We appreciate Shoma's desire to move forward with a positive working relationship. This letter confirms that the default described in the Default Notice has been cured by Shoma's payment on March 6, 2025 of the $493,500 Workforce Housing Fee which was due on August 31, 2024. Notwithstanding the late payment and consistent with the terms of the Amended and Restated Development Agreement[1] (the "Development Agreement"), prior to the issuance of any building permit, Shoma owes $5,177,000, which represents the full amount of the Community Contribution Fee and Payment In Lieu of Workforce Housing Contribution (the "Bonus Fees") that are due under the Development Agreement.

We take this opportunity to provide additional context on the history of the Project's approval and the Bonus Fees.

Background

North Bay Village approved Shoma's South Kennedy Special Area Plan (the "SK SAP") and Site Plan on November 9, 2023.[2] The base density pursuant to the SK SAP is 70 units per acre. Shoma sought a bonus approval for a density of 120 units per acre as part of its site plan. When a density bonus is approved as was done here, certain contributions are

[1] Dated March 5, 2024, and recorded in Official Records Book 34126 at Page 673 of the Public Records of Miami-Dade County, Florida. Resolution No. 2023-144 approved the Development Agreement.
[2] The Special Area Plan was approved by Ordinance No. 2023-014 and the Site Plan was approved by Resolution No. 2023-143.

required.[3] To memorialize the bonus density and other commitments, Sec.8.13 of the ULDC requires the applicant to enter into a development agreement.

The ULDC required payment of a community contribution fee[4] and on-site provision of workforce housing (or a payment in lieu of workforce housing)[5] in order to qualify for the bonus density. In order to incentivize Shoma to more quickly proceed with building the Project, the Village and Shoma negotiated the Development Agreement to include reduced community contribution fee and workforce housing payments for the density bonus, provided specific milestones were reached by a certain date.

The bonus provision of the Development Agreement was discussed at the public hearing on November 9, 2023. Your client, who was well represented by respected and experienced land use counsel, acknowledged and accepted the incentive provision at the public hearing, which was incorporated into the final Development Agreement. Of note, at the time of approval, your client was (and remains) a sophisticated and experienced real estate developer with over 30 years of experience in the industry.[6] Your client knew and understood the risks of accepting the deadlines in the bonus conditions and proceeded in spite of those risks.

As you know, Sections 7(a) and 7(c) of the Development Agreement provide for a reduction of the amount due for the bonuses your client obtained as part of its development approvals. The reduction was expressly conditioned upon obtaining a shell building permit and commencing vertical construction of the Project by November 16, 2024. If the deadline was not met, the right to pay the reduced amount was forfeited, and your client was to pay the amount that would have otherwise been due had the Village Commission not offered the reduction as an incentive for Shoma to move quickly on the Project.

As we have stated previously, your client did not meet those conditions. It neither obtained a shell building permit nor commenced vertical construction of the approved Project by November 16, 2024. Your assertions to the contrary in your letter are unpersuasive.

[3] *See* Section 8.10.1 of the Village's Unified Land Development Code ("ULDC").
[4] Pursuant to Sec. 8.10.1.E of the ULDC and the Village's Master Fee Schedule, the community contribution fee is calculated at a rate of $20,000 for each of the 137 units approved over the base density of 70 units per acre.
[5] Per Sec. 8.10.1.B of the ULDC, to exceed 70 units per acre up to 120 units per acre, 5% of the approved number of units shall be Workforce Housing. Sec. 8.10.2 of the ULDC allows for a payment in lieu of providing the Workforce Housing on-site through application of a formula. At the time of the approval, that formula resulted in a total contribution of $4,794,000 for the 34 units of workforce housing that were required.
[6] *See* https://www.shomagroup.com/people/masoud-shojaee (Last visited March 17, 2025)("Over the past 36 years, Shoma has developed more than 10,000 homes and condominiums and more than one million square feet of retail and office space with $6 billion in completed real estate transactions.")

Shell Building Permit

The term "shell building permit" was used to define a milestone that would indicate construction was proceeding, while affording your client the maximum flexibility to pursue permitting in the most efficient manner. A "master building permit"[7] includes elements beyond the shell (*e.g.*, mechanical, electrical, plumbing, interior work for habitable residential spaces, etc.) and may optionally include additional work beyond that scope, such as providing for buildout of commercial space. A "shell building permit" means a building permit that allows for construction of the shell,[8] which refers to the building envelope, but excludes the partitions interior to that envelope. In other words, the shell is the construction and materials that define the boundary between the inside and outside of the building, just as a shell in nature refers to the structure that protects what is inside (*e.g.*, a mollusk or a seed) from what is outside. Thus, the requirement for a shell building permit is for a building permit that authorizes all of the parts of the building's shell: the floor or foundation, the walls, and the structural roof. As long as a permit provided for those components, it would have qualified as a shell building permit. The master permit application submitted by Shoma in December of 2023 met that definition. Any additional work over and above permit requirements that the permit application included was at Shoma's option. However, as explained further below, Shoma did not obtain issuance of the permit by the November 2024 deadline.

You argue that a foundation permit is sufficient to meet the requirement of a shell building permit. That is incorrect. The shell is the entire assembly of components, not simply one of them. A shell and a foundation are not the same thing; a foundation is insufficient to define the inside and the outside of a building. Indeed, the Development Agreement's definition of "Master Building Permit" is defined in reference to the shell of the principal building. Extrapolating your argument would suggest that a master building permit was obtained once Shoma obtained a foundation permit for the principal building. That is clearly not the case.

[7] In a further attempt to provide Shoma with maximum flexibility, the Development Agreement defines "master building permit" as a permit "for above-grade vertical construction of the shell of the principal building . . ."

[8] While the term "shell" is not defined in the Development Agreement, Black's Law Dictionary, or the Florida Building Code, Merriam-Webster defines a shell as (among other less relevant meanings):

1. a hard rigid usually largely calcareous covering or support of an animal
2. the hard or tough often thin outer covering of an egg (as of a bird or reptile)
3. the covering or outside part of a fruit or seed especially when hard or fibrous
4. shell material (as of mollusks or turtles) or their substance
5. a framework or exterior structure
6. an external case or outside covering

See Merriam-Webster Dictionary (2025)(https://www.merriam-webster.com/dictionary/shell#:~:text=%3A%20a%20framework%20or%20exterior%20structure,external%20case%20or%20outside%20covering) (last visited March 17, 2025).

Condition and Result

Your other argument maintains that the Development Agreement's reference to "any building permit" as a descriptor of the timing of the resulting payments due is somehow inconsistent with the preceding condition requiring the permit and vertical construction prior to a certain date. This is simply an attempt to confuse the record and create an ambiguity that does not exist.

Simply put, there is no ambiguity in the provisions of Sec. 7.a. (relating to the Community Contribution Fee) or 7.c. (relating to the Workforce Housing Payment in Lieu). Each provision provides a condition and a result (*i.e.*, if x, then y). Consider the language:

> If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then [insert requirement for each of the Bonus Fees] . . . prior to obtaining any building permit on the Property.

The condition requires a shell building permit and the start of vertical construction prior to a specific date, November 16, 2024. The result requires the payment (or provision of workforce housing) prior to any building permit. This result is dependent on the condition. In other words, it is never given effect if the condition is met.

Stated differently, there are two separate scenarios described by the condition:

- Scenario #1 Condition: A shell building permit is obtained and vertical construction commences by November 16, 2024.
  - Result: No further payment is due. The requirements to finalize the reduction in Bonus Fees granted by the Village Commission were met. Your client pays no more in Bonus Fees.

- Scenario #2 Condition: A shell building permit is not obtained and vertical construction does not commence by November 16, 2024.
  - Result: The reductions granted by the Village Commission are lost and the entirety of the Community Contribution Fee and Workforce Housing Fee become due prior to a new milestone: the issuance of any building permit.

The fact that the milestone is identified as "any building permit" is logical because the result is triggered only in the event that the shell building permit is <u>not</u> timely obtained. Necessarily, that means that the developer will still have to pull a shell building permit, only it will have to occur ***<u>after</u>*** November 16, 2025. Thus "any building permit" can include a shell building permit. No purpose of the agreement is frustrated thereby.

We appreciate the lesson in contractual interpretation and the citations. They do not support your position. As you no doubt understand from the above, the plain meaning of the language supports the Village's position.

At the risk of putting too fine a point on the matter, the plain meaning of a shell is the outer portion of the building that encloses, and forms a barrier and delineation between, the *inside* of the building and the very *outside* that surrounds it. A building permit that includes that much of any building or component structure on the Property would have been sufficient to meet the condition. Had that requirement been met by November 16, 2025, your client would have no issue. But it was not met by the deadline, and indeed has not yet been met four months after the deadline. Shoma owes the full amount of the Bonus Fees, of which $5,177,000 remains to be paid.

Delays in Permitting

As a final matter, your client submitted for a master building permit on December 19, 2023. It elected to include all project components under one permit. As with any permit application, review comments were provided and Shoma's design professionals responded to the comments by subsequent submission. Four cycles of reviews and resubmittals resulted in review comments issued by the Village on July 12, 2024. Responses to those comments were not submitted by your client prior to the November 16, 2024 deadline. In fact, responses to those comments were not submitted until November 21, 2024, after the deadline. Village staff reviewed the plans, approved some disciplines, and issued comments on disciplines not approved a mere four days later. To suggest the Village's response time was responsible for your client's delay is not supported in fact.

With respect to WASD and DERM approvals, the water and sewer moratorium affecting the Village's main pump station, the one associated with your property, was lifted on February 16, 2023. That was approximately ten months *before* Shoma *submitted* an application to seek a building permit for vertical construction. Having been resolved prior to Shoma's submittal, the moratorium could not have affected the building permit.

Unless you can demonstrate that the Village's paperwork concerning their utility was the sole reason for your delay beyond November 16, 2024, there is no basis to your additional concerns regarding delays that you raised. The Village timely provided documentation as requested, and promptly corrected any errors in the information, which your client, with his ample experience, can attest occurs from time to time in government administration. While the Village endeavors to be as perfect as possible, mistakes can and do happen.

Moreover, considering the six-month delay in the $493,500 Payment in Lieu of Workforce contribution despite repeated responses essentially saying "the check is in the

mail," and the media reporting about the Shoma principal's alleged loan defaults[9], it is reasonable to infer that your client's other financial concerns were a potential contributing cause to the delay in permitting. This would, of course, be readily identifiable in the discovery phase, should this matter go into litigation. In any event, it is certainly curious that the payment due to the Village and your letter materialized right after the well-publicized sale of Shoma's Bird Road assemblage for the reported amount of $35MM.[10]

In the end, your client did not hold up its end of the deal. Shoma committed to an obligation and did not meet it. Your attempt to alter the terms of that obligation is as flawed as your attempt to shift the blame for your delay to the Village, when it is fairly obvious other factors were at play.

If your client truly wants to turn the page and move on, perhaps with a reduction of the amount owed, we suggest it approach the Village by accepting the clear obligation and asking the Village Commission for help. While we cannot promise they will approve any assistance or modifications to the Agreement, we are confident they will listen and consider a petition made with humility and respect for their office and their intelligence.

Very truly yours,

Tony Recio

TR/ms
3749019-13
cc: Mayor and Commission
Frank Rollason, Village Manager
Haydee Sera, Village Attorney
Mario Garcia-Serra, Esq., Gunster, Yoakley & Stewart, P.A., Zoning Counsel for Shoma (*mgarcia-serra@gunster.com*)

[9] *See* e.g. https://therealdeal.com/miami/2025/01/09/lender-sues-shomas-masoud-shojaee-over-alleged-8m-mortgage/ and https://therealdeal.com/miami/2024/12/13/lender-sues-masoud-and-stephanie-shojaee-over-11m-debt/ (last visited March 17, 2025)

[10] *See* https://www.bisnow.com/south-florida/news/mixed-use/shoma-group-sells-coral-gables-development-site-to-13th-floor-investments-for-slim-profit-128386 (last visited March 17, 2025)

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

April 4, 2025

VIA EMAIL

Ms. Haydee Sera, Esq.
North Bay Village Attorney
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Hsera@wsh-law.com

Re: 1872 79th Street Causeway / Shoma Bay

Dear Ms. Sera,

As you are aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). Reference is made to the March 11, 2025 correspondence from our office ("Shoma's Response") and the defined terms used therein. Please allow this correspondence to serve as a continuation of the discussion commenced at the North Bay Village Commission ("Commission") meeting held on March 18, 2025 ("Meeting"), and more specifically, a reply to the Commission's proposal concerning the Community Contribution Fee and Payment in Lieu of Workforce Housing (collectively, the "Additional Payments").

Delays in Project Permitting

Prior to providing Shoma's reply, the reasoning behind it must be articulated. Setting aside our disagreement over the interpretation of the relevant provisions of the Agreement, the fact remains that at least a portion of the complained of "delay" in development of the Project is the result of the Village's own shortcomings. On March 24, 2025, Shoma provided the Village Manager, Frank Rollason, detailed correspondence and plethora of evidence providing examples of these shortcomings, particularly within the Village's Public Works Department ("Public Works"). As explained in said correspondence (a copy of which you have received), Public Works took extended periods of time to respond to requests, and in some instances simply did not understand what was needed of it. Furthermore, Shoma has learned that the Public Works director created numerous delays and issues with not only this Project, but many other projects and initiatives throughout the Village. Nevertheless, from what Shoma understands, many of these problems have been resolved and we can all agree that Public Works is running "much smoother"

now. However, the delays cited to by Shoma cannot be ignored.

As provided for in the Agreement, "[t]he time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project." See Article 4.c. Furthermore, it should be noted that Article 7.g. requires the Village to "diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project." The information provided to the Village Manager demonstrates the permitting challenges that limited Shoma's ability to expeditiously continue the development of the Project, as there was an evident lack of diligence on the part of the Village.

As alluded to in Shoma's Response and at the hearing, any litigation that would result from the Village's refusal to issue a final Master Building Permit, or require the Additional Payments be made, would undoubtedly flush this all out and bring to light the "challenges" experienced with Public Works (not just for the Project, but throughout the Village), as any continued effort to delay issuance of the Master Building Permit based on the Additional Payments would be treated as further breach of these provisions.

"Breaking Ground"

While there is no need to further expand on the substance in Shoma's Response, it is important to refer the Commission to its own words and intentions. Shoma has gone back and reviewed the public hearing recordings from the November 2023 Commission meeting where the Agreement was discussed and voted on. What is clear from the meeting is the following – the Commission wanted Shoma to "break ground" and "start construction" prior to November 15, 2024. Please review the meeting video recordings to confirm. When the deadline of November 15, 2024 is discussed at said meeting, the Commission expressly stated it wanted Shoma to "break ground" and start construction by said deadline. Here, it simply cannot be argued that Shoma has not broken ground and started construction. The analysis employed by Shoma in its Response and contemplated by the Commission in November of 2023 support each other – the goal was to have started construction – not necessarily have obtained the Master Building Permit.[1]

Once again, should this matter proceed to litigation, this is precisely the type of information and evidence Shoma would present to support its position. Interestingly, it should be noted that at the Meeting, certain members of the Commission made it a point to criticize Shoma for allegedly not "clearing up" what a shell building permit meant, or for not abiding by what it agreed to in the

[1] Please note, as mentioned at the Meeting, the Florida Building Code's definition of the "start of construction" includes the following language: "[t]he actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns."

Agreement. At this point, it appears that similar statements must be posed in the reverse – the Village seemed to understand what it wanted and agreed to, but is now asserting something else. At this rate, it would be difficult for the Village to avoid the words and understanding of its own Commission.

Selective Enforcement

Another matter that must be considered when weighing Shoma's response to the Commission's proposal is what appears to be a situation of selective enforcement on the part of the Village. Shoma has learned that the Commission seems to be selectively choosing which development agreements to enforce – whether for personal reasons, monetary reasons, or public concerns. Nevertheless, it appears that Shoma is on the "selected" side of the Village's enforcement efforts. This would serve as a violation of Shoma's Equal Protection rights. Something Shoma does not take lightly and will seek to completely uncover if necessary.

In fact, in reviewing the recordings of the very same Meeting where Shoma was painted as the defaulting party, the Commission was recorded discussing and electing to not enforce other development agreements within the Village. Interestingly, this was within minutes of Shoma being told that it was Shoma who was forcing the Commission to take this position. Respectfully, and whatever the reasoning, the Commission should not be allowed to do this. This seems all the more troublesome when considering prior unsuccessful attempts by the Village to extract funds from Shoma. Again, Shoma is prepared to further investigate this and uncover all other selective enforcement efforts by the Commission and the reasoning behind same.

Shoma's Offer

With the above in mind, and as requested by the Commission, Shoma does have a reply to the Commission's proposal discussed at the meeting: maintenance of the current course without any payment of any additional funds associated with the Additional Payments.

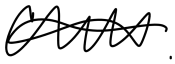
Nevertheless, Shoma is aware that the Village is in desperate need of funding for various projects, including the construction of its Village Hall. While Shoma believes this effort to extract the Additional Payments from Shoma is an attempt to compensate for this need, Shoma is still desirous of working with the Village to assist. As a sign of good faith, Shoma proposes making an additional $100,000.00 payment in line with its Village Hall Contribution required by the Agreement. See Article 7.d. of the Agreement. Please note, this is being offered not because Shoma believes it is required to offer any additional amounts to the Village or that it must find some "middle ground." Instead, this is being offered because Shoma does in fact appreciate its working relationship with the Village, shares the Village's goal of having the Project completed as soon as possible, and as it has stated countless times, Shoma wants to provide the Village and its residents the improvements they deserve. This includes not just the Shoma Bay Project and new Publix grocery store, but an exceptional and transformational Village Hall. Shoma hopes the Commission will consider and accept this offer so the two sides can amicably move forward.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida and Federal law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion. Once again, we respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed in accordance with Shoma's offer herein.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me.

Sincerely,

UTRERA LAW



CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

From: Frank Rollason
To: Alba L. Chang, CMC
Cc: Haydee Sera
Subject: FW: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village
Date: Friday, April 25, 2025 8:03:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Alba, please place a copy of the below email attached to my cover memo for this DISCUSSION ITEM on the 5/20/25 Commission Meeting, thanks, Frank.

From: Frank Rollason
Sent: Friday, April 25, 2025 8:00 AM
To: Commissioners <commissioners@nbvillage.com>
Cc: Haydee Sera <HSera@wsh-law.com>; Alba L. Chang, CMC <villageclerk@nbvillage.com>; Leonardo Cosio <lcosio@nbvillage.com>; Gabriella Russitano <GRussitano@nbvillage.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Good morning, All. Below please see "Final Shoma Offer" as a result of the negotiations Haydee and I had with Shoma attorneys on 4/17/25 at the Direction of the Commission on 4/15/25. I will place a Discussion Item on this issue on the 5/20/25 Commission meeting, Frank.

From: Haydee S. Sera <HSera@wsh-law.com>
Sent: Tuesday, April 22, 2025 7:07 PM
To: Frank Rollason <VillageManager@nbvillage.com>
Subject: Fw: [ALERT External Email] PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Frank: for discussion.

Get Outlook for iOS

From: Haydee S. Sera
Sent: Monday, April 21, 2025 6:27:33 PM
To: Christopher Utrera <CMU@UtreraLaw.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: RE: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Chris, Mario: Thanks for the update. We will communicate with our client and get back to you.
HAYDEE S.

SERA

PARTNER

WEISS SEROTA
HELFMAN COLE + BIERMAN

2800 Ponce de Leon Blvd., Suite 1200 | Coral Gables, FL 33134
P: (305) 854-0800 E: hsera@wsh-law.com Bio | wsh-law.com | vCards

THINK BEFORE YOU PRINT
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Pursuant to the Fair Debt Collection Practices Act, this communication is from a debt collector. Any information obtained will be used for the purpose of collecting a debt.

From: Christopher Utrera <CMU@UtreraLaw.com>
Sent: Sunday, April 20, 2025 9:50 AM
To: Haydee S. Sera <HSera@wsh-law.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Haydee and Tony, thank you for meeting with us to discuss the Shoma North Bay Village project. Please allow this to serve as a privileged, settlement communication.

As is clear, all parties want this project to move forward in an efficient and amicable manner. We are at a critical juncture, as Shoma is in the process of working on its design with Publix, and this uncertainty could hinder the effort to get the Publix done at Shoma North Bay Village. To that extent, and as requested, below is what Shoma is willing to offer to the Village to move beyond this stage we are in, while still making the project economically feasible for all involved.

Shoma proposes as follows:

- The master building permit is to be pulled and issued by the Village by May 30th. We need to include a provision for an extension of time for any permitting delays that are outside of the control of Shoma.
    - At that time, the $871,000 building permit fee will be paid by Shoma.
    - At that time, the $400,000 Village Hall Contribution Fee will be paid (Section 7.d of the Development Agreement) by Shoma.
    - There are additional permit fees for civil work that remain to be paid in the approximate amount of $1.77 million. These fees are for public works permits (not

the master building permit), and will be paid when the separate public works permit is pulled (this is pulled after the master building permit). This is likely to occur within ninety (90) days of the master building permit being issued. When pulled, this approximate $1.77 million will be paid.

- By no later than May 30, 2026, Shoma shall make a $500,000 payment to the Village.
- By no later than May 30, 2027, Shoma will make a second payment of $500,000 to the Village.
    - These two payments totaling $1 million can be allocated as the Village sees fit.
- No additional payments for the Community Contribution Fee (Section 7.a of Development Agreement) or Payment in Lieu of Workforce Housing (Section 7.d of Development Agreement) will be required by the Village.

Please discuss this proposal with all members of the Commission as soon as possible. Again, this is being sent solely to counsel as a privileged, settlement communication. Thank you and Happy Easter.

———

Christopher M. Utrera, Esq.
Board Certified Construction Attorney
Utrera Law
(786) 543-2364
cmu@utreralaw.com

CONFIDENTIALITY NOTE: The information contained in this transmission, and any of its attachments, is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Commissioner Richard Chervony and Mayor Rachel Streitfeld

SUBJECT: Discussion on Exploring the Increase of Community Contribution Fees for New Developments - Sponsored by Commissioner Richard Chervony and Co-sponsor by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony seeks to engage the Village Commission in a discussion about the potential increase of Village's Community Contributions fees for new developments.

Attached is the Village Master Fee Schedule, with pages 6-7 outlining the Community Contributions fees.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution No. 2025-019 - Amending Fee Schedule.pdf

RESOLUTION NO. 2025-019

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, SPECIAL EVENTS, AND EXTRA-DUTY OFFICER 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; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein in order to provide for administrative services, including a new Public Works Plan Review fee and increases to the special event permitting fee and extra-duty officers; 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 Commissioner Chervony who moved its adoption. The motion was seconded by Commissioner Acosta and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on this 18th day of February, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

~~December 10, 2024~~
February 18, 2025

Contents

Copies and Services 2
Development Approval Fee and Cost Recovery Deposit Schedule 4
Community Contribution Fees Associated with Development Approvals 6
Building and Permits Fees 8
Business Tax Receipts 19
Police Services 30
Public Work Department Fees 30
Lobbyist Registration 31

Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
Tape recordings – per cassette	$8.00
DVD/disk recordings, per DVD/disk	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$8.00
Marriage Ceremony	$20.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$100.00 $100.00
Special Event Permits	$~~100.00~~250.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 15.2, H.) *

1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.
2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).
3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:

	% of Fee Assessed	
	Tier 1 (71-120 u/ac)	Tier 2 (210-150 u/ac)
With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	0%	25%
With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	25%	50%
With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.	50%	75%
With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.	100%	100%

4. Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
5. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.

Fees/Computations continued:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *
Community contribution fees for bonus height shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission.
(a) Residential and Hotel/Motel Uses
For every 10 feet of bonus building height approved by the Village Commission: • $750.00 per residential dwelling unit in the building • $250.00 per hotel/motel sleeping unit in the building
(b) Office, Retail or Restaurant Uses
$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

Community Contribution Fees for Transfer of Density Rights (TDR) Program (Sec. 8.13) *
$90,000.00 per nonwaterfront transferred density unit, and $100,000.00 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% rebate of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, and solar installations. * Applicants are entitled to receive a 40% rebate of base permit fees for these permit types: living seawalls. * *The rebate will expire on December 31, 2025, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body. All municipal permit fees are waived for Village projects.

Type	Fee
Upfront Application fee for Building Permit	$125.00 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.
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

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 not picked up the resulting building permit within 180 days of receipt of notice from the Village that the application is approved and ready for pick up, 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.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Name:	**Building and Permit Fees (cont'd)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation. Alterations, remodeling, and repairs to building and other structures:

Type	Fee
Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)	Estimated value times 1.5 percent.
Multifamily Residential (including repairs due to fire damage)	Estimated value times 1.5 percent.
Commercial occupancy (including repairs due to fire damage)	Estimated value times 3 percent.
Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows: New installation or replacement	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Painting of single-family dwellings, duplexes	Estimated value times 2.5 percent.
Painting of multi-family and commercial buildings	Estimated value times 5.0 percent.
Curtain walls including windows and doors therein	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Roofs (including re-roofing)	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Storm shutters	Estimated value times 5.0 percent
Awnings, canopies, residential patios or carports (with Fire Bureau approval)	Estimated value time 3.0 percent

Fees/Computations: Continued	Type	Fee
	Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
	Construction trailer and sales model	$250.00 per trailer
	Fences and/or walls on private property	Estimated value times 5.0 percent.
	Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
	Vacant lot fence annual inspection	$250.00 per calendar year
	Demolitions	Estimated value times 5.0 percent.
	Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
	Sandblasting	$125.00
	All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
	Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	Job site lost permit card replacement	$50.00
	Certificate of occupancy, temporary or final (required or requested), permit fee per unit	$180.00

Fees/Computations: Continued

Type	Fee
Certificate of completion	$180.00
Change of Contractor	$125.00
Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
Soil solidification in any form	$125.00 Flat Fee
Solar energy systems	See electrical and plumbing fee schedules
Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%

Fees/Computations: Continued	Type	Fee
	Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
	Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. (c) Permits.

Fees/Computations: Continued	Type	Fee
	Filming	1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming. 3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming.

Fees/Computations: Continued	Type	Fee
	Filming	4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media.

Fees/Computations: Continued	Type	Fee
	Filming	3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.
	Special Event permit – Non-profit/Government	~~Below 50 people: $0.00~~ ~~Between 50-300 people: $100.00~~ ~~Over 300 people: $125.00~~ $250.00
	Special Event permit – For Profit	~~Below 50 people: $100.00~~ ~~Between 50-300 people: $200.00~~ ~~More than 300 people: $300.00~~ $250.00
	Additional Event fees (all events)	~~Off~~Extra-Duty Police Officer: ~~$50.00~~ 75.00 per hour per officer for a minimum of 4 Hours, plus ~~$25.00~~35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
	Security Deposit for Special Events on Public Property and/or Public Right-of-Way	$500.00 minimum, at the discretion of the Village Manager
	Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
	Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit may be required.
	Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
~~Document preservation fee to microfilm and maintain record of all building plans for future use~~ ~~Note: Fee will be waived for electronically submitted plan reviews~~	~~Pages up to 8.5″ × 14″, per page $0.25~~ ~~Pages larger than 8.5″ × 14″, per page $1.00~~ ~~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.
Use of Right-of-Way permit	$150.00 for every five-day period

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.

Fees/Computations: Continued

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	50 percent of the original base permit fee plus a $125.00 Administrative Processing Fee.
After six months of the expiration date,	100 percent of the original base permit fees plus a $125.00 Administrative Processing Fee.
Extension of a permit before the expiration date,	$125.00.

Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing five persons or less	$ 125.00

Fees/Computations: continued

Type	Fee
CARPET CLEANING	$ 150.00
RENTAL (per machine)	$ 10.00
CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
CAR WASH	$ 200.00
CATERER	$ 125.00
CHECK CASHING	$ 200.00
CHEMISTS	$ 125.50
CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
CHIROPRACTORS	$ 125.00
COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
Each $0.01 machine 6.50	
Each $0.02 through $0.15 machine 6.25	
Each machine $0.16 and over 6.25	
"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
COMMERCIAL SANITATION SERVICES	$ 400.00
COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
CONSULTANT	$ 125.00
CONTRACTORS	$ 250.00
COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued

Type	Fee
FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
GARDENER (see Landscape Maintenance)	
GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
a- Under 5,000 square feet	$ 468.75
b- Over 5,000 square feet	$ 781.25
HAIRDRESSING (see Beauty Shops)	
HALL FOR HIRE	$ 125.00
HELIPORTS	$ 250.00
HOMEOPATHIC PHYSICIANS	$ 125.00
HOTELS	$ 500.00
ICE CREAM, makers or manufacturers of	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.0(

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
Fingerprinting Services (Ink Cards)	$25 per set
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

Name:	**Lobbyist Registration**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	FEE
Lobbyist Annual Registration Fees and Lobbyist Principal Fees	$300 annual fee; $100 per principal

Name:	**Short Term Vacation Rental Licenses**
Receiving Fund(s):	General Funds
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	FEE
Initial License Application Fee	$800.00
License Renewal or Modification Fee	$500.00
Change of Agent	$250.00
Vested Rights Determination Application	$1,500.00
Appeal of Vested Rights Determination	$1,000.00

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY:

SUBJECT: Discussion on NBV Micromobility - Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Discussion on the proposal to add a bus service to North Bay Village using CITT funds, focusing on community needs, environmental impact, economic considerations, and feasibility planning. The discussion will also include the feasibility of adding Citi Bikes and bike racks to NBV.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Gabriella Russitano, Legislative Aide

SPONSORED BY: Commissioner Dorie Acosta

SUBJECT: Discussion on Establishing an Internship Program in North Bay Village - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commission Acosta seeks to engage the Village Commission on a proposal for Commissioners to have Interns assigned to them, including potential partnerships with local Schools and Colleges to source applicants.

Enclosed is a draft internship application and flyer for the proposed program.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

To be Determine

ATTACHMENTS

Unpaid Internship Application.pdf
Internship Hiring Flyer.pdf

Unpaid Internship Application

This is a unique, competitive internship program designed to give one High School Senior and one college student the chance to gain real-world experience working directly with Village Officials. Interns will be part of a well-structured program that offers dynamic, hands-on learning in a professional government office setting. From assisting with administrative tasks to contributing to meaningful community projects, participants will develop valuable skills and insights into public service and civic leadership.

The two students selected for the internship **must attend the Commission Meeting on July 15th at 6:00 PM at Village Hall**, where they will be officially recognized for their selection.

At the end of the internship, students will receive a letter of recommendation acknowledging their contributions. High school interns will also earn community service hours. This is an excellent opportunity for motivated students looking to build their resumes, gain experience, and make a real impact.

To apply, please complete the application below along with your resume and email it to GRussitano@nbvillage.com.

First Name: _____ Last Name: _____

Phone Number: _____ E-Mail: _____

Are you currently enrolled in (Mark your selection with an X):

- High School _____
- College _____
- University _____

Are you currently a (Mark your selection with an X):

- Senior _____
- College student _____
- Graduate student _____

Name of high school, college or university:

_____

What session are you looking to join (Mark your selection with an X)?

☐ High school senior
2-week program /
Wednesdays July 2nd, July 9th
9 am to 12 pm

☐ College students and high school graduates
2-week program / 40 hours
June 30th to July 11th
Monday to Friday
1pm to 5pm

Briefly describe why you are interested in an internship with North Bay Village Village Officials and what specific experience you would like to acquire through this internship:

_____

_____

_____

_____

_____

_____

INTERNSHIP
OPPORTUNITY

Summer Programs

A unique opportunity for one High School Senior and one college student to gain hands-on experience working with Elected Village Officials. Build your resume, earn a letter of recommendation, and make a real impact. High school students also earn community service hours. Selected interns will be recognized on Tuesday, July 15 at the Regular Commission Meeting.

High School Seniors

- Program Duration: 2-week program
- Days: Wednesdays
- Dates: July 2nd and July 9th
- Time: 9:00 am to 12:00 pm
- Total Hours: 6 hours

College Students or High School Graduates

- Program Duration: 2-week program
- Days: Monday to Friday
- Dates: June 30th to July 11th
- Time: 1:00 pm to 5:00 pm
- Total Hours: 40 hours

Send your application and

GRussitano@nbvillage.com

Apply now!



ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: May 20, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion Regarding the 2025 Summer Recess Schedule for Commission Meetings - Village Clerk, Alba L. Chang

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RECOMMENDATION

Staff is seeking guidance from the Village Commission on which month (July or August) to not have a Regular Commission Meeting.

BACKGROUND AND ANALYSIS

The Village Clerk is requesting the Village Commission's guidance and input regarding the scheduling of Regular Commission Meetings during the upcoming summer months.

The Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

It should be noted that the Commission is scheduled to hold a second budget workshop on July 24th.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

2025 VC Meeting Calendar - Approved 01.21.2025..pdf

NORTH BAY VILLAGE
VILLAGE COMMISSION MEETING DATES
2025 CALENDAR

Agenda Deadline for Directors Two weeks prior to the Meeting	Meeting Date 3rd Tuesday of the Month
	-
Tuesday, February 4, 2025	Tuesday, February 18, 2025
Tuesday, March 4, 2025	Tuesday, March 18, 2025
Tuesday, April 1, 2025	Tuesday, April 15, 2025
Tuesday, May 6, 2025	Tuesday, May 20, 2025
Tuesday, June 3, 2025	Tuesday, June 17, 2025
Tuesday, July 1, 2025	Tuesday, July 15, 2025
Tuesday, August 5, 2025	Tuesday, August 19, 2025
Tuesday, September 2, 2025	Tuesday, September 16, 2025
Tuesday, October 7, 2025	Tuesday, October 21, 2025
Tuesday, November 4, 2025	Tuesday, November 18, 2025
Tuesday, December 2, 2025	*Tuesday, December 16, 2025

BUDGET WORKSHOP AND PUBLIC HEARING PROPOSED DATES

1ST Budget Workshop	June 24, 2025
2nd Budget Workshop	July 24, 2025
1st Budget Hearing – Same day as the monthly Commission Meeting	Tuesday, September 16th
Final Budget Hearing	Tuesday, September 23, 2025

*Hanukkah (begins at sunset on Sunday, December 14th and ends at nightfall December 22)