



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

REVISED

OFFICIAL AGENDA **REGULAR VILLAGE COMMISSION MEETING**

VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, MAY 10, 2016

7:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. GFOA'S DISTINGUISHED BUDGET PREPARATION AWARD TO FINANCE DEPARTMENT

2. GFOA'S EXCELLENCE IN FINANCIAL REPORTING-COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FINANCE DEPARTMENT

B. SPECIAL PRESENTATIONS

1. KEEFE, MCCULLOUGH & CO., LLP-FY 2016 ANNUAL AUDIT

C. ADDITIONS AND DELETIONS

3. **GOOD & WELFARE**
4. **BOARD REPORTS**
 - A. BUSINESS DEVELOPMENT ADVISORY BOARD
 - B. COMMUNITY ENHANCEMENT BOARD
 - C. PLANNING & ZONING BOARD
 - D. YOUTH & EDUCATION SERVICES BOARD
5. **PUBLIC SAFETY DISCUSSION**
6. **COMMISSIONERS' REPORTS**
7. **VILLAGE ATTORNEY'S REPORT**
8. **VILLAGE MANAGER'S REPORT**
 - A. Grant Writer's Report
9. **FINANCE REPORT**
10. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)
 - A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXTENSION OF AN AGREEMENT WITH GOLD COAST TRANSIT FOR THE MAINTENANCE OF BUS SHELTERS AT PUBLIC TRANSIT STOPS WITHIN THE VILLAGE, UNDER SECTION 36.25(L) OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will extend and adopt terms and conditions of the November 25, 2003 original agreement for the maintenance of bus shelters within the Village, until November 24, 2018.
 - B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS* SECTION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will renew the pricing agreement with the *Miami Herald* for publishing legally required notices, as well as other necessary Village advertisements.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND FUNDING OF THE INTERNATIONAL BACCALAUREATE PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL FOR THE SCHOOL YEARS 2016-2017, 2017-2018, AND 2018-2019; AUTHORIZING THE VILLAGE MANAGER TO PROVIDE WRITTEN NOTIFICATION OF THE VILLAGE’S INTENT TO FUND THE PROGRAM FOR THE 2016-2017 SCHOOL YEAR IN THE AMOUNT OF \$130,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will extend the current Program Grant Agreement with the School Board for Treasure Island IB Program for an additional three (3) school years (2016-2017, 2017-2018, and 2018-2019) and authorize the Village Manager to provide written notification of the Village’s intent to fund the program for the 2016-2017 School Year in the agreed upon amount of \$130,000 annually.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO JOIN THE MIAMI BEACH CHAMBER OF COMMERCE; AUTHORIZING THE VILLAGE MANAGER TO COMPLETE THE REQUIRED APPLICATION; NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS; AUTHORIZING EXPENDITURE OF FUNDS FOR THE MEMBERSHIP FEE FROM THE GENERAL FUND UNASSIGNED FUND BALANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)**

The proposed Resolution will approve an application for membership to the Miami Beach Chamber of Commerce at an annual membership fee of \$5,200 and selection of a member of the Commission to serve on the Board of Governors.

- 1.) Commission Action**

11. PLANNING & ZONING CONSENT AGENDA

NO ITEMS.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED “PROCUREMENT REQUIREMENTS” BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will ensure that the Village will not be a party to discriminatory business practices and boycotts and that procurement contracts are protected from the practical and legal instability inherent in agreements with parties that support or engage in discriminatory practices.

1.) Commission Action

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 132, SECTION 132.07 OF THE VILLAGE CODE REQUIRING DISTRIBUTED HANDBILLS TO BE SECURED; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)**

The proposed Ordinance will require handbills to be secured to the premises, to prevent them from being blown away and become litter.

1.) Commission Action

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “TRAFFIC AND PARKING REGULATIONS”; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREET SWEEPING; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will implement a Street Sweeping Parking Restriction Program in an effort to provide a clear path during the days when the street is being swept and a \$28 penalty for violation of the regulation.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A BOARDWALK DISTRICT ON THE NORTH SIDE OF THE 79TH STREET CAUSEWAY IN THE VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution will approve the north side of the causeway as a destination district to increase public access and promote, attract, stimulate, and revitalize commerce within the Village.

- 1.) Commission Action**

13. PUBLIC HEARING ITEMS:

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EXTENSION OF A SPECIAL USE EXCEPTION GRANTED UNDER RESOLUTION NO. 2015-27 TO BRICK VILLAGE 79, LLC FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, AT 1601 KENNEDY CAUSEWAY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO BRICK VILLAGE 79, LLC UNDER RESOLUTION 2015-28 IN CONNECTION WITH THE DEVELOPMENT OF A 75 UNIT, 22 STORY MIXED-USE STRUCTURE AT 1601 KENNEDY CAUSEWAY, TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNATED SPECIFICALLY FOR COMPACT PARKING VEHICLES, PURSUANT TO SECTIONS 152.098 AND 152.042(E) OF THE VILLAGE CODE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- 1.) Commission Action**

- C. AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- 1.) Commission Action**

D. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) - (FINAL ADOPTION)

1.) Commission Action

E. PUBLIC INPUT FOR STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE AND REVIEW THE STRATEGIC PLAN 5YEAR CAPITAL IMPROVEMENTS SCHEDULE.

1.) Commission Action

14. UNFINISHED BUSINESS

15. NEW BUSINESS

A. DISCUSSION REGARDING FERAL CATS (*Commissioner Richard Chervony*)

B. DISCUSSION REGARDING DOGGIE WASTE STATIONS, BENCHES, AND TRASH RECEPTABLES (*Commissioner Richard Chervony*)

C. LANDSCAPING WITH FLOWERS AROUND THE HARBOR ISLAND MONUMENT (*Vice Mayor Jorge Gonzalez*)

**D. CANCELLATION OF JULY/AUGUST COMMISSION MEETING
PURSUANT TO SECTION 3.09(A) OF THE VILLAGE CHARTER**

- 1.) **Commission Action**

**E. DISCUSSION REGARDING INSTALLATION OF PULL UP/DIP BARS
AT DR. PAUL VOGEL PARK (*Mayor Connie Leon-Kreps*)**

F. APPOINTMENT OF ADVISORY BOARD MEMBERS

- 1.) **Citizens Budget & Oversight Board**
- 2.) **Business Development Advisory Board**

- 1.) **Commission Action**

**G. BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION
("BAYSHORE") (*Vice Mayor Jorge Gonzalez*)**

1. **Feasibility of Bayshore utilizing their existing unimproved Tennis Court for Parking on an emergency basis**
2. **Issuance of Parking Decals to Bayshore on an emergency basis**
3. **Contacting the existing Trust regarding the Feasibility of Bayshore residents parking on the old Village Hall Lot**

- 1.) **Commission Action**

16. APPROVAL OF MINUTES

17. ADJOURNMENT



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

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April 4, 2016

Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Dear Mr. Rollason:

I am pleased to notify you that North Bay Village, Florida has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Finance Department

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

April 4, 2016

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **North Bay Village, Florida** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Finance Department**

For budgets beginning in 2014, 1,491 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of 18,300 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

September 18, 2015

Bert Wrains
Finance Director
North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village FL 33141

Dear Mr. Wrains:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2014, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. As the designated individual we have enclosed your AFRA.

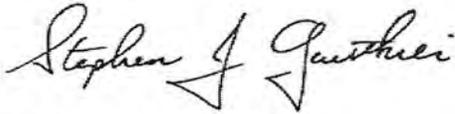
Continuing participants will find a certificate and brass medallion enclosed with these results. First-time recipients will find a certificate enclosed with these results followed by a plaque in about 10 weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by March 31, 2016.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier". The signature is written in black ink and is positioned above the typed name and title.

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

09/18/2015

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **North Bay Village** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Bert Wrains, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



North Bay Village

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Administrative Offices

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MINUTES
COMMUNITY ENHANCEMENT BOARD MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, SUITE 101
APRIL 21, 2016 – 6:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 6:34 p.m. by Chair, Ana Watson. Board Members Dora Tano and Kokoa Woodget were present. Diana Quintero was absent. Aniley Perez arrived at 6:36 p.m.

Village Staff: Village Manager, Frank K. Rollason and Deputy Village Clerk, Jenorgen M. Guillen were also present.

2. OLD BUSINESS

A. Trash Containers

The Board discussed different options of trash containers. Ana Watson presented examples of trash containers for the Board to choose from. *[Pending information – Manufacturer, Model Number, cost - from Ana Watson]*

Ana Watson made a motion recommending 10 trash containers with a division for trash and recycling be purchased. Kokoa Woodget seconded the motion. Motion carried 4-0.

B. Professional Photographer for NBV Website Photos

Village Manager, Frank K. Rollason, presented examples of photographs to the Board from Harbor Island resident Gesi Schilling, who has agreed to provide professional photographs of the Village for the Village Website for the price of \$2,000, previously approved by the Village Commission. The Village Manager also stated that NBV resident Stanley Pacheco has agreed to provide aerial shots of the Village at no charge.

Ana Watson made a motion to recommend that Gesi Schilling be hired as the professional photographer to capture pictures needed for the Village website and that Stanley's aerial shots be used. Dora Tano seconded the motion. Motion carried 4-0.

3. VILLAGE ADMINISTRATION ITEMS

A. Additional Paint Selection for Galleon Street Building

Frank K. Rollason informed the Board of the third color choice needed to paint the railings of the Galleon Street Building. The Board reviewed the color selection book from Behr's and selected the Black Space BXC-30(D) color for the railings.

Aniley Perez made a motion recommending that the Galleon Street Building railings be painted Black Space BXC-30(D). Dora Tano seconded the motion. Motion carried 4-0.

4. NEW BUSINESS

A. Crab House Property Cleanup (*Ana Watson*)

Ana Watson discussed the current condition of the bulb-outs. She informed the Village Manager of garbage being collected within the Crab House property. Frank Rollason stated that the bulb-outs are in the process of being replaced. He informed the Board that he will follow up.

Ana Watson made a motion recommending that the Village clean the Crab House property. Dora Tano seconded the motion. Motion carried 4-0.

B. Installation of Benches on North Bay Island (*Ana Watson*)

Ana Watson addressed the issue of no existing benches on North Bay Island along the 79th Street Parkway. It was the consensus of the Board that benches be installed for residents to sit. The Manager stated that he would relay their recommendation to residents on North Bay Island for their input.

Ana Watson made a motion recommending that benches be installed in North Bay Island (on 79th Street Parkway) on both the east and west sides. Aniley Perez seconded the motion. Motion carried 4-0.

C. Plants for Entrances of Each Island (*Dora Tano*)

Dora Tano expressed concern on the appearance of the entrances for each island. She suggested removing the native plants and replacing with grass. Frank Rollason informed the Board that North Bay Island residents had elected the use of colorful plants for the island. The Board agreed to review the matter and further discuss at the next meeting.

Ana Watson made a motion recommending the removal of native plants and to further discuss uniformed plants for each island entrance at the next meeting. Kokoa Woodget seconded the motion. Motion carried 4-0.

5. APPROVAL OF MINUTES

A. Regular Meeting – March 17, 2016

Ana Watson made a motion to approve the March 17, 2016 Community Enhancement Board Meeting Minutes. Dora Tano seconded the motion. Motion carried 4-0.

6. ADJOURNMENT

The meeting adjourned at 8:02 p.m.

Prepared by: Jenorgen M. Guillen, Deputy Village Clerk

Approved by Community Enhancement Board

this _____ day of _____ 2016.

Member (Print)

Signature



North Bay Village

Administrative Offices

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REGULAR PLANNING & ZONING BOARD MEETING

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141**

**MAY 3, 2016
7:30 P.M.**

1. CALL TO ORDER.

The meeting was called to order by the Chair Bud Farrey at 7:35 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Present were the following:

Bud Farrey, Chair
Marvin Wilmoth, Vice Chair
Dr. Douglas Hornsby
Dr. Joshua Furman
Doris O'Hare

Village Staff Present:

Village Manager Frank K. Rollason
Village Planner Ben Smith
LaRue Planning & Management Services, Inc.
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

4. **PUBLIC HEARING ITEMS (ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN)**

- A. AN APPLICATION BY 1755 NBV LLC CONCERNING PROPERTY LOCATED AT **1755 KENNEDY CAUSEWAY**, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
1. A ONE-YEAR RENEWAL OF RESOLUTION NO. 2014-33 FOR SITE PLAN APPROVAL GRANTED PURSUANT TO SECTION 152.109(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132 UNIT, 25 STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE YEAR, EXPIRING ON APRIL 8, 2017.
 2. AN ADDITIONAL ONE-YEAR RENEWAL OF RESOLUTION NO. 2014-34 FOR A VARIANCE GRANTED PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C). IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON APRIL 8, 2017.
 3. AN ADDITIONAL ONE-YEAR RENEWAL OF RESOLUTION NO. 2014-35 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.042(E) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON APRIL 8, 2017.

The Village Clerk, Yvonne P. Hamilton, read the requests into the record.

Those individuals who indicated that they would provide testimony were sworn in by the Village Attorney, Robert L. Switkes. And he advised the Commission to disclose any ex parte communication they may have had regarding the requests. Each member of the Board stated that there was no ex parte communication.

Ben Smith, of LaRue Planning & Management Services, Village Planner, presented the Staff Report.

Miguel Barbagallo and his legal counsel Benjamin Hendricks were present on behalf of the requests.

One of the issues brought forth by the Board is that the developers are not proceeding with construction of the approved projects. Mr. Barbagallo explained that they were still working on the financing for this project. It was also discussed that the properties that are approved for development should be fenced and landscaped between now and the time for development, to make the north side of the causeway more attractive; such fencing to be economically feasible to the developer and acceptable to the Village.

It was suggested that the Planner develop a consistent scope with fencing and landscaping for applicants for developments to follow to make North Bay Village attractive to developers.

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

The Vice Chair Marvin Wilmoth made a motion recommending that the requests for the one-year extensions be approved with the condition that a plan for fencing the property that is mutually agreed upon by the Village and acceptable to the developer be submitted. Board Member Dr. Joshua Furman seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Bud Farrey, Dr. Douglas Hornsby, Dr. Joshua Furman, Doris O'hare, and Marvin Wilmoth all voting Yes.

The applicant accepted the condition of approval.

5. **APPROVAL OF MINUTES**

A. REGULAR PLANNING & ZONING BOARD MEETING – APRIL 5, 2016

Board Member Dr. Douglas Hornsby made a motion to approve the Minutes as submitted. Dr. Joshua Furman seconded the motion, and all voted in favor.

6. **ADJOURNMENT**

The meeting adjourned at 8:42 P.M.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
This ___ day of _____ 2016.*

Bud Farrey, Chair

(Note: The Minutes are summary of the proceeding.)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

REGULAR PLANNING & ZONING BOARD MEETING

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

APRIL 5, 2016
7:30 P.M.

1. **CALL TO ORDER.**

The meeting was called to order by the Chair Bud Farrey at 7:34 P.M.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Bud Farrey, Chair
Dr. Douglas Hornsby
Dr. Joshua Furman
Doris O'Hare

Marvin Wilmoth, Vice Chair, informed the Board that he was unable to be present, as his work required him to be out of town.

Village Manager Frank K. Rollason
Village Planner Ben Smith
LaRue Planning & Management Services, Inc.
Village Attorney Robert L. Switkes
Assistant Village Attorney David Acosta
Village Clerk Yvonne P. Hamilton

4. **PUBLIC HEARING ITEMS (ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN)**

- A. AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
 2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.

The Village Clerk read the requests into the record.

The Village Planner Ben Smith, of LaRue Planning & Management Services, presented the Staff Report recommending approval of the requests. He explained that two (2) Special Use Exceptions to allow a mixed-use residential and commercial structure and twenty percent of the development's required parking spaces to be designed specifically for compact vehicles were issued concurrently with the Site Plan. The Special Use Exceptions' approval was valid for one year and the Site Plan approval is valid for two years. The applicant is requesting renewal of the Special Use Exceptions concurrent with the Site Plan.

The Village Attorney swore in those individuals who indicated that they would testify.

The Chair opened the Public Hearing.

Steven Hertzberg, of 200 S. Biscayne Boulevard, Suite 4310, Miami, FL 33131, counsel for the applicant, requested that the Special Use Exceptions be renewed, so that they can have the same expiration with the Site Plan.

Architect for the Project Ignacio Permuy, of Permuy Architecture, 800 Brickell Avenue, 6th Floor, Miami, Florida, commented that more time is needed to address all of the issues relating to the development of the property. He stated

that he did not think it would be a major issue to install a fence with an attractive cover.

The Chair closed the Public Hearing.

Doris O'Hare made a motion recommending approval of the requests with the condition that a fence be constructed around the property with a proper curtain displaying the proposed project. Bud Farrey seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Joshua Furman, Dr. Douglas Hornsby, Bud Farrey, and Doris O'Hare all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1335 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR TEMPORARY WAIVER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – EMERGENCY ITEM

The Village Clerk read the request into the record.

Village Attorney Robert L. Switkes explained that as of April 18, 2016, the parking lot that is leased to Bayshore Yacht & Tennis Club Condominium Association will not be available. There is discussion about leasing the space at 1335 Kennedy Causeway to Bayshore. However, an agreement cannot be secured for leasing the parking lot due to existing Code violations, which do not allow the issuance of a Business Tax Receipt with the fees due against the property. An emergency situation will be created with the loss of parking for Bayshore. The Resolution is requesting that the owners of Sakura Lot be allowed to enter into a commercial lease with Bayshore to provide some relief, for the benefit of the residents of Harbor Island.

The Board discussed the lack of parking on Harbor Island

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

Dr. Douglas Hornsby made a motion to recommend approval of the Resolution. Dr. Joshua Furman seconded the motion, which was adopted by 4-0 roll call vote. The vote was follows: Doris O'Hare, Bud Farrey, Dr. Joshua Furman, and Dr. Douglas Hornsby all voting Yes.

5. NEW BUSINESS

A. REVIEW OF SECTION 152.055(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES-FENCING IN FRONT-YARD SETBACKS

Doris O'Hare expressed concern that there are chain link fences on certain properties on Treasure Island without hedges as required by the Village Code. She will provide the addresses, and follow up for compliance.

6. **APPROVAL OF MINUTES**

A. REGULAR PLANNING & ZONING BOARD MEETING – MARCH 1, 2016

Bud Farrey made a motion to approve the Minutes. Dr. Douglas Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Doris O'Hare, Dr. Joshua Furman, Dr. Douglas Hornsby, and Bud Farrey all voting Yes.

7. **ADJOURNMENT**

The meeting adjourned at 8:10 P.M.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
This 3rd day of May 2016.*



Bud Farrey, Chair

(Note: The Minutes are summary of the proceeding.)



North Bay Village

Administrative Offices

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VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION

MAY 10, 2016

1. **UPDATE ON LED MESSAGE BOARDS.**
2. **UPDATE ON PROPOSED 70TH ANNIVERSARY BOOK FOR NORTH BAY VILLAGE**
 - a. At 10/13/2015 Commission Meeting, Manager was directed to meet with Mr. Seth Bramson. Meeting took place on 10/27/2015.
 - b. Synopsis of proposal sent to Commission on 10/27/2015 – see attached.
 - c. Formal Proposal and Author's Compensation attached.
 - d. Total Cost to the Village; \$12,498 or \$12,998 depending upon the style of book selected.
 - e. Funding would come from Unreserved Reserves
 - f. Direction required from Commission
3. **UPDATE ON PAINTING BIKE LANES GREEN**
 - a. Suggestion by Commissioner Chervony
 - b. Update on discussions with FDOT
 - c. Funding statues – CITT eligible.
4. **GRANTS UPDATE BY LAKEESHA MORRIS**

Frank K. Rollason, Village Manager

WILLIAM LEHMAN
CAUSEWAY

WILLIAM LEHMAN
CAUSEWAY



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100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

a part of the community as they age. The Chat and Play events will provide an informal setting for residents to provide input about ways to improve the livability of the Village.

Grant Reporting/Implementation Activities

This section contains information on current grants for which LaKeesha provided reporting or help with implementation this reporting period.

- **Florida Inland Navigation District Grant:** LaKeesha worked with Rodney and representatives from Kimley-Horn regarding the development of the bid documents for the Baywalk Project.
- **FDLE Byrne Grant:** LaKeesha completed quarterly reports for the Byrne Grant. The Village is now being monitored for programmatic and fiscal performance. The monitoring will be completed by the next reporting period.
- **Florida Department of Economic Opportunity Grant:** LaKeesha worked in collaboration with Jim LaRue to submit invoices in accordance with the DEO Grant received to complete the Village's Economic Development Strategic Master Plan.

Other Activities

This section contains information on special initiatives for which LaKeesha provided support this reporting period.

- **None to report at this time**



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: May 3, 2016
Reporting Period: April 1 – 30, 2016

Grants Submitted this Reporting Period:

1. Florida Department of Emergency Management – Flood Mitigation Program

- a. **Date Submitted:** May 1, 2016
- b. **Project Title:** North Bay Village Outfall Improvement Project
- c. **Amount Requested:** \$577,875 (75%) **Match:** \$192,625 (25%)
- d. **Purpose:** Funding was requested to install flexible valves over approximately 50 outfalls throughout the Village. The purpose of the valves is to reduce flooding and saltwater intrusion during periods of heavy rainfall and high tide.

Grants “Under Construction”/”For Consideration”

1. South Florida Water Management District

- a. **Due Date:** May 20, 2016
- b. **Project Title:** North Bay Village Outfall Improvement Project
- c. **Note:** Funding is available for stormwater, alternative water or water conservation projects. LaKeesha will continue to seek funding to make improvements to the Village’s drainage system.

2. Florida League of Mayors – City Catalyst

- a. **Due Date:** June 17, 2016
- b. **Project Title:** North Bay Village Chat and Play (working title)
- c. **Note:** Funding between \$500-\$1,500 is available to support projects or initiatives that help build community and/or help to enhance the lives of citizens in a city. At the Mayor’s request, LaKeesha will seek funding to implement a series of recreational activities for adults (i.e. game nights). The Village joined the Department of Elder Affairs’ Communities for a Lifetime Initiative in 2014. The purpose of this initiative is to assist communities in developing action plans for livability; enabling all residents remain

RESOLUTON NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXTENSION OF AN AGREEMENT WITH GOLD COAST TRANSIT FOR THE MAINTENANCE OF BUS SHELTERS AT PUBLIC TRANSIT STOPS WITHIN THE VILLAGE UNDER SECTION 36.25(L) OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, on November 25, 2003, North Bay Village entered into an ten (10) year agreement with Street Furniture Advertising Group, Inc. ("SFAG"), for installation and maintenance of bus shelters at six (6) public transit stops within the Village ("Original Agreement"); and

WHEREAS, on December 18, 2003, SFAG and Gold Coast Transit, Inc., entered into an Assignment of City Agreement wherein SFAG assigned its rights, title, and interest in the Original Agreement to Gold Coast Transit, Inc.; and

WHEREAS, pursuant to the terms and conditions of the Original Agreement, North Bay Village did not timely exercise its option to renew the Original Agreement for one (1) additional five (5) year term, before November 24, 2013; and

WHEREAS, as of November 25, 2013, Gold Coast Transit, Inc., continued to perform its contractual obligations on a month-to-month basis and paid the monthly guaranteed rate to the Village as set forth in the Original Agreement, and its performance inured to the benefit of all parties, including the residents of North Bay Village; and

WHEREAS, North Bay Village desires to enter into an agreement with Gold Coast Transit to extend and adopt the terms and conditions of the November 25, 2003 Original Agreement and the December 18, 2003 Assignment of City for the maintenance of bus shelters within the Village; and

WHEREAS, North Bay Village desires that the end date of this new Transit Shelter Agreement shall be November 24, 2018;

WHEREAS, Section 36.25(L) of the Village Procurement Regulations authorizes the Village Commission to 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 Gold Coast Transit Inc. has been performing its duties under the Original contract satisfactorily; the process of competitive bidding and competitive proposals for maintenance of the bus shelters is not in the best interest of the Village; and extending the Original Agreement with Gold Coast Transit until November 24, 2018 is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Agreement. The Transit Shelter Extension Agreement, attached hereto as Exhibit "1," between Gold Coast Transit, Inc. and North Bay Village for the maintenance of bus shelters within the Village is hereby approved, as the Village Commission finds that the process of competitive bidding and competitive proposals for this service is not in the best interest of the Village, under Village Code Section 36.25(L).

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute the Transit Shelter Extension Agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED and ADOPTED this ____ day of _____ 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Extension of Bus Shelter Agreement with Gold Coast Transit



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

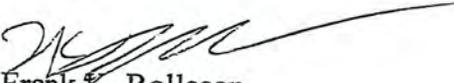
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 28, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXTENSION OF AN AGREEMENT WITH GOLD COAST TRANSIT FOR THE MAINTENANCE OF BUS SHELTERS AT PUBLIC TRANSIT STOPS WITHIN THE VILLAGE UNDER SECTION 36.25(L) OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

TRANSIT SHELTER AGREEMENT

This Transit Shelter Agreement, made and entered into this ____ day of _____, 20____, by and between North Bay Village, a political subdivision of the State of Florida, (the "Village"), and Gold Coast Transit, Inc., a Florida corporation in good standing and having its principal place of business at 3941 S.W. 47 Avenue, Davie, Florida 33314 (hereinafter referred to as Gold Coast, the Gold Coast Companies, or contractor).

WITNESSETH:

WHEREAS, on November 25, 2003, North Bay Village entered into an ten (10) year agreement with Street Furniture Advertising Group, Inc. ("SFAG"), which obligated SFAG to supply erect, install, repair and maintain public bus shelters at no cost to North Bay Village (the "Original Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, on December 18, 2003, SFAG and Gold Coast Transit, Inc., entered into an Assignment of City Agreement wherein SFAG assigned its rights, title, and interest in the Original Agreement to Gold Coast Transit, Inc. attached hereto as Exhibit "B"; and

WHEREAS, pursuant to the terms and conditions of the Original Agreement, North Bay Village had the sole option to renew the Original Agreement for one (1) additional five (5) year term, before November 24, 2013; and

WHEREAS, North Bay Village did not timely exercise its renewal option; and

WHEREAS, as of November 25, 2013 and all times subsequent thereto, Gold Coast Transit, Inc., continued to perform its contractual obligations on a month-to-month basis, and its performance inured to the benefit of all parties, including the residents of North Bay Village; and

WHEREAS, North Bay Village and Gold Coast Transit, Inc., desire to enter into this Transit Shelter Agreement governing their future rights and responsibilities and adopt the terms and conditions of the November 25, 2003 Original Agreement and the December 18, 2003 Assignment of City Agreement except as provided herein below; and

WHEREAS, both North Bay Village and Gold Coast Transit, Inc. agree that the end date of this new Transit Shelter Agreement shall be November 24, 2018;

NOW THEREFORE, in consideration of the mutual promises expressed herein, the parties agree as follows:

1. The above recitations are true and correct and are incorporated by reference.
2. The parties hereby adopt and incorporate by reference, in furtherance of this Transit Shelter Agreement, all terms and conditions set forth in the Original Agreement dated November

25, 2003 (Exhibit "A") and the Assignment of City Agreement dated December 18, 2003 (Exhibit "B").

3. The parties agree to perform all obligations of this Transit Shelter Agreement until November 24, 2018 at which time this Transit Shelter Agreement shall end.

4. In addition to the terms and conditions specified in the Original Agreement and the Assignment of City Agreement, Gold Coast Transit, Inc., will provide (on a space available basis) advertising panels to promote North Bay Village community events. The cost for printing and posting of the advertising panels shall be paid by Gold Coast Transit, Inc. The Village shall notify Gold Coast at least twenty-one (21) days prior to community events and will provide artwork at least ten (10) days prior to desired posting of the displays.

5. In addition to the terms and conditions specified in Original Agreement and the Assignment of City Agreement, Gold Coast Transit, Inc., shall repaint the existing shelters and shall provide the Village Manager, or a selected committee, with suitable paint color samples from which to make a final color selection.

6. For purposes of notice under this Transit Shelter Agreement, all notices must be in writing, sent by U.S. mail, postage pre-paid, return receipt requested, addressed to the party for it whom it is intended at the place last specified. The address for giving all notice, until such time as it is changed by a writing delivered in the manner set forth herein, is:

For North Bay Village:

Mr. Frank Rollason, City Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

For Gold Coast Transit, Inc.:

Alison J. Oliver, Vice President
Gold Cost Transit, Inc.
3941 SW 47 Avenue
Davie, Florida 33314

IN WITNESS WHEREOF, each party set forth below has executed this Transit Shelter Agreement on the respective dates under each signature.

GOLD COAST TRANSIT, INC.

By: _____
Alison J. Oliver, President
Date: _____

NORTH BAY VILLAGE

By: _____
Frank Rollason, Village Manager
Date: _____

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

CORPORATE ACKNOWLEDGMENT

COUNTY OF BROWARD)
)
STATE OF FLORIDA)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid,, and in the county aforesaid to take acknowledgment, personally appeared Alison Oliver, as President of Gold Coast Transit, Inc., to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that she has executed same.

WITNESS my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

Personally known to me _____ or Produced Identification _____
Type of Identification Produced:

EXHIBIT "A"
CITY AGREEMENT

Exhibit A

of Transit Shelter Agreement



AGREEMENT

BETWEEN THE CITY OF NORTH BAY VILLAGE

AND

STREET FURNITURE ADVERTISING GROUP, INC.

THIS AGREEMENT is made and entered into this 25th day of November, 2003 by and between the City of North Bay Village, a municipal corporation with principal offices located at 7903 East Drive, North Bay Village, FL 33141 (the "CITY") and Street Furniture Advertising Group, Inc., a Florida corporation with principal offices located at 4040 N. 29th Avenue, Hollywood (the "CONTRACTOR");

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and CONTRACTOR agree as follows:

1. THE CONTRACT DOCUMENTS

The contract documents consist of this Agreement drawings, specifications, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as if fully a part of the Agreement as if attached to this Agreement or repeated therein.

2. TERM

The initial term of this Agreement shall be for a Ten (10) year period commencing on November 25th, 2003, and ending November 24th, 2013.

CONTRACTOR shall begin installation of shelters not later than ninety (90) days from execution of agreement.

CITY shall have the sole option to renew this Agreement for one (1) additional five (5) year term. Written notice of the CITY'S intent to renew shall be provided to CONTRACTOR ninety (90) days prior to the expiration of this Agreement.

CITY or CONTRACTOR may terminate this Agreement for cause, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the city against loss pertaining to this termination.

Default by CONTRACTOR: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after



receipt by CONTRACTOR of written notice of such neglect or failure.

4. THE WORK

The CONTRACTOR shall perform all work for the CITY as required by the contract documents as set forth below:

a) CONTRACTOR shall furnish all labor, materials, and equipment necessary to install and maintain bus shelters at public transit stops within the City limits.

b) CONTRACTOR shall have the exclusive right to construct, erect, install, repair and maintain public bus shelters at no cost to the CITY, and to place such shelters at locations on public property or within the public right-of-way approved by the CITY. The shelters shall remain the sole property of the CONTRACTOR and must be removed within sixty (60) days of termination of this Agreement. Upon termination of this Agreement, the CONTRACTOR shall no longer possess the right to maintain, operate or install shelters within the City. The CITY has approved placing and/or replacing shelters at the locations set forth in Exhibit "A" to this Agreement. Placement of shelters at additional locations is subject to the approval and/or direction of the City. All locations shall be public transit stops. All locations and shelter installations must conform to federal, state, county and municipal laws, ordinances and rules and regulations, including but not limited to the American's With Disabilities Act, and have the approval of the CITY prior to installation of the shelters in accordance with the provisions of this Agreement. CONTRACTOR shall have the sole responsibility, at its sole cost expense, to obtain all necessary local, county, state and federal permits. All shelters shall be located within twenty-five (25) feet of a bus stop. Only one (1) shelter is permitted at a bus stop, unless CITY determines that it is necessary to have more than one shelter at a location. There shall not be an advertising bus bench allowed at the same transit location as a permitted bus shelter. It is not the intent of the CITY to allow unrestricted advertising.

c) All shelters shall be constructed of top grade materials and conform to the Florida Building Code as well as all applicable state, county and municipal codes, as described in the specifications and model as set forth in Exhibit "B" to this Agreement, attached hereto and incorporated herein as if set forth in full. It is the intent of the CONTRACTOR to install solar illuminated ad panels in the bus shelters. However, in the event of technical or physical conditions that prevent adequate illumination, the CONTRACTOR may install AC electrical current to adequately illuminate said ad panels in said bus shelters. The CONTRACTOR shall obtain all necessary permits for all shelter construction. However, the City shall cooperate with the CONTRACTOR on permitting to the fullest extent possible and in accordance with the Florida Building Code and State Statutes.

d) The CONTRACTOR shall install new shelters at all locations, as specified in Exhibit "A". CONTRACTOR shall install a minimum of five shelters per month.

The CONTRACTOR shall not be responsible for the removal of the existing bus shelters installed by the previous, bus shelter contractor; nor shall the CONTRACTOR be responsible for removing any previous improvements, concrete pads or any other additions utilized for the benefit of the previous bus shelter contractor. The previous contractor shall



only remove the pads approved by the City and this CONTRACTOR.

e) The CONTRACTOR shall at its sole cost and expense maintain all such shelters in good and serviceable condition during the entire term of this Agreement. Each shelter shall be routinely visited for maintenance a minimum of every three days. Each shelter and associated pad shall be power washed as needed however on a minimum of one time per year. The CITY reserves the right to periodically inspect such shelters to determine their condition. The CONTRACTOR shall remove, replace or recondition, to the satisfaction of the CITY, any shelters, which the CITY determines, are not at an approved location or no longer in good or serviceable condition. The style and construction of any replacement shelters shall be the same as the shelter replaced, unless prior written CITY approval is received. In the event CITY inspects and determines that shelter is in need of cleaning or maintenance, CITY shall notify CONTRACTOR who shall perform maintenance within two (2) business days.

f) CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

g) CONTRACTOR shall provide the CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

h) CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

5. REPAIR/REPLACEMENT/REMOVAL

In the event the CITY shall determine that a shelter should be repaired or replaced, or constitutes restricted advertising in the CITY'S sole opinion, or that a shelter does not comply with this Agreement, it shall give the CONTRACTOR notice, identifying the exact location of the shelter and corrective measure to be taken.

a) CONTRACTOR shall repair, replace, remove the shelter or take corrective measures specified by CITY within two (2) business days of receipt of such notice.

b) In the event the CITY determines that a shelter or advertisement within a shelter, constitutes a hazard to persons, pedestrians, property or vehicular traffic or seriously disrupts the public right-of-way, the CITY shall notify CONTRACTOR who shall remove the shelter or advertisement immediately upon receipt of notice, but no longer than two (2)



business days from receipt of verbal or written notification, whichever occurs first.

c) In the event the CONTRACTOR fails to repair, replace or remove the shelter within the above-specified periods, the CITY shall have the right to repair, replace or remove and store the shelter at the expense of the CONTRACTOR.

d) If a shelter is to be removed under this provision, it may be moved to another location at the direction of the CITY.

e) Upon termination CONTRACTOR shall have thirty (30) days to remove shelters. Upon expiration of thirty (30) days CITY shall have the option to remove and store shelters at CONTRACTORS expense. After thirty (30) days storage CITY shall have the option to dispose of shelters at CONTRACTORS expense.

6. MAINTENANCE

It will be the CONTRACTOR'S responsibility, at CONTRACTOR'S expense, to maintain the shelter site and surrounding area for a minimum distance often (10) feet from the shelter to ensure that the site is free of trash, high grass, weeds or other rubbish, fumigating the shelter as needed. Trash receptacles shall be located at all shelter sites; the "CONTRACTOR" will provide trash pick up and disposal at no cost to City. Collection and disposal service to be provided by CONTRACTOR on at a minimum of one time per week or on a more frequent basis as determined by the City.

7. REPAIR/REPLACEMENT OF PUBLIC/PRIVATE PROPERTY

The CONTRACTOR shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of bus shelters owned by the CONTRACTOR. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup and removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. The CONTRACTOR further agrees to repair or replace public or private property in a manner acceptable to the CITY. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This section shall survive termination of the agreement.

8. RELOCATION OF SHELTERS

In the event of a change in transit stops or other transportation system designations, changes in street design or rights-of-way or changes the CITY deems necessary for the



public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established in connection herewith, the CONTRACTOR, at the CITY'S written request, shall relocate a designated shelter to another location at the direction of the CITY. The expense in connection with such relocation shall be borne by the CONTRACTOR, and the CONTRACTOR shall act expeditiously in order to relocate such shelters, and in the event that a change of street design or right-of-way location shall require the relocation of a shelter, the CONTRACTOR shall coordinate its work with the CONTRACTORS or other personnel performing labor in connection with the change of street design or right-of way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way. CONTRACTOR shall not place, remove, or relocate shelters unless directed to do so in writing by the City.

9. ADVERTISING

The CONTRACTOR shall be authorized to sell and install professionally designed, commercial advertising to be placed upon specified shelters as set forth in Exhibit "A". Provided, however, that advertising of tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters are prohibited. It shall be the right of the CITY to determine compliance with this paragraph and whose decisions on these matters shall be final. All advertising signs shall have a maximum size of forty-eight (48) inches by sixty-nine (69) inches.

CONTRACTOR shall provide space for CITY sponsored advertising messages on a space available basis. In the event space is available for CITY sponsored advertising messages, the CONTRACTOR shall provide the CITY with one (1) advertising panel, per month, for each three (3) shelter locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the CITY wants to utilize for CITY messages. The CONTRACTOR shall not be responsible for paying for public service message material. The CITY shall provide all necessary materials at its sole cost and expense. However, the CONTRACTOR, will install at no additional cost to the CITY, such public service advertisements within a reasonable time after said advertisements are provided to the CONTRACTOR for installation.

10. SHELTER IDENTIFICATION

Each shelter shall be identified with a shelter number, the name of the CONTRACTOR and an 800 or local telephone number.

11. TELEPHONE SERVICE

CONTRACTOR shall have during working hours personnel to answer the phone when citizens call concerning shelters. A log of complaints about shelters, including the



subject of the complaint and the action taken, shall be kept and made available upon CITY request.

12. AVAILABILITY

CONTRACTOR shall maintain an office in Miami-Dade County or Broward County and shall within 10 days of award of contract provide with the name, address, phone and fax number of local supervising employee whom City may contact on a 24 hour basis.

13. REPORTS/INSTALLATIONS/MAINTENANCE

The CONTRACTOR shall submit to the CITY a quarterly report within fifteen (15) days of the end of each contract quarter with first report due by March 30th, 2004. Each report shall contain the following:

- (a) The location and date of installation of shelters installed during the prior quarter.
- (b) The location and date of removal of shelters removed during the prior quarter.
- (c) A listing of all shelters located within the CITY and their locations, at the end of the prior quarter.
- (d) A record of all maintenance performed including date, shelter location(s) and type of work performed.

All reports shall be sent to the CITY'S Building Official. The form of the report to be developed by the CONTRACTOR is subject to the approval of the CITY. The CITY'S approval shall not be unreasonably withheld.

14. CONSENT OF PROPERTY OWNER

In the event the proposed location or removal of the shelter is on private property or on property owned by a governmental agency other than the CITY, the CONTRACTOR shall provide written consent from the property owner or governmental agency for the location or removal of the shelter on the property. Such written consent shall be submitted with the CONTRACTOR'S application for permission to install or remove the shelter. The CITY agrees to cooperate with the CONTRACTOR to help secure said written consent. In the event that a State Shelter Permit is required, the CITY shall submit all necessary paper work for said permit on CONTRACTOR'S behalf. All costs associated with securing the state permit shall be borne by the CONTRACTOR. Further, the CONTRACTOR shall be responsible for preparing all necessary paper work submitted by the CITY.

15. PAYMENT

In consideration of the right, privilege, and license to display advertising on transit bus shelters throughout the CITY, CONTRACTOR agrees to pay CITY a guaranteed rate of:



Year 1-3 \$30 per shelter per month
Year 4-5 \$40 per shelter per month
Year 6-7 \$50 per shelter per month
Year 8-9 \$57 per shelter per month
Year 10 \$65 per shelter per month

a) CONTRACTOR shall compensate the CITY at the guaranteed rate as set out above or 15% of the net advertising revenues, whichever is greater, beginning on the date the shelter is placed in service. or advertising panel installed.

b) Net Advertising Revenues -The gross annual amount of revenues generated by the CONTRACTOR pursuant to this agreement, less an industry standard deduction of fifteen percent (15%) for licensed marketing and advertising agency commissions when applicable. No other deductions shall be permitted under the term net advertising revenues.

c) CONTRACTOR shall remit payment to the CITY on a semi-annual basis with first payment being due June 30th, 2004. CONTRACTOR shall submit a report with payment to the CITY'S Director of Finance documenting basis of and verifying accuracy of payment. At a minimum, report shall detail the number and location of shelter sites, name(s) of advertiser(s) and the total advertising revenue for the previous six month period.

d) Upon renewals, the guaranteed rate to be remitted by CONTRACTOR to CITY shall be negotiated by the parties.

16. DELIQUENCY

In the event CONTRACTOR fails to make the payment within 10 business days of date due as hereinabove provided, CONTRACTOR shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1 %). Calculation will be illustrated as follows:

Prime rate + 1 % 1365 days - Daily Interest Rate,
DIRxDays Payment Late = Interest charge (DIR)

Note: Regardless of the foregoing, the interest rate referred to in this section will comply with all applicable state laws

17. INSURANCE

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance under this Paragraph and evidence of such insurance coverage has been approved by the CITY. CONTRACTOR shall obtain at CONTRACTOR'S expense all necessary insurance in such form and amount as required by the CITY'S Risk and Safety Officer before beginning work under this Agreement including, but not limited to, Workers'



Compensation, Commercial General Liability, and all other insurance as required by the CITY, including Professional Liability when appropriate. CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. CONTRACTOR shall provide to the CITY'S Risk and Safety Officer certificates of all insurances required under this section prior to beginning any work under this Agreement. The CONTRACTOR will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

CONTRACTOR shall indemnify and hold the CITY harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain such insurance. CONTRACTOR'S Liability Insurance policies shall be endorsed to add the CITY as an additional insured. CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retentions on CONTRACTOR'S Liability Insurance policies.

a. COMMERCIAL GENERAL LIABILITY; The minimum limits of liability shall be as follows: (but policy must not contain provision that limit or declines as fees and costs are incurred)

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000 aggregate \$1,000,000 each occurrence

The CITY shall be named as an additional insured on each policy.

b. COMPREHENSIVE AUTOMOBILE LIABILITY: CONTRACTOR shall also carry comprehensive Automobile Liability Insurance, which shall include coverage for "any auto" within minimum combined single limit of \$1,000,000.

c. WORKERS' COMPENSATION: The CONTRACTOR and its subcontractors shall annually furnish proof of Workers' Compensation and Employer's Liability insurance to the CITY in no less than the minimum limits required by the State of Florida.

d. CERTIFICATE OF INSURANCE: The CONTRACTOR and subcontractors shall annually furnish the CITY proof of the insurance required. The COMPANY has provided proof of existing insurance and the certificate is attached as Exhibit "C" to this Agreement. To be acceptable to the CITY each insurance certificate shall name the CITY as an additional insured and should contain a clause substantially as follows:

Should any of the above-described policies be canceled or undergo material change before the expiration date, the issuing insurance CONTRACTOR will mail thirty (30) days' written notice to the City Manager of the CITY of North Bay Village, FL.

18. AMENDMENTS! ASSIGNMENT OF AGREEMENT



a) The Agreement, or any portion of the Agreement, shall not be assigned by CONTRACTOR without prior written consent of CITY, which consent will not be unreasonably withheld.

b) Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent of the parties which consent shall be contained in a written document executed with the same formality as the Agreement.

19. NO CONTINGENT FEE

CONTRACTOR warrants that it has not unlawfully employed or retained any company or person, other than bona fide employees, consultants or advisors to solicit or secure this Agreement and that it has not unlawfully paid or agreed to pay any company or person any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. This language is not intended to prevent the CONTRACTOR from retaining bona fide consultants and advisors. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion and to otherwise recover damages it may incur as a result of the termination.

20. RECORDS RETENTION

CONTRACTOR shall keep at a location within Miami-Dade County or its home office in Broward County, accurate and complete records and accounts of all advertising sales, expenses and other business being transacted under this contract throughout the term of the contract, including any options, terms, and for two (2) years following its expiration or cancellation including all extensions. The CONTRACTOR agrees to allow duly authorized agents of the CITY to access any books, documents, papers or records which are directly pertinent to the Agreement for the purposes of making audit examinations, excerpts, and transactions and to maintain all required records for one (1) year after the CITY'S final payment and all other pending matters are closed.

21. BANKRUPTCY

This agreement shall terminate in the case of bankruptcy (voluntary or involuntary) or insolvency of CONTRACTOR. In the case of bankruptcy, such termination shall take effect on the day and at the time that the bankruptcy action is filed.

22. HEADINGS

Headings hereon are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

23. COMPLIANCE



CONTRACTOR shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to the services rendered under the terms of this Agreement. Furthermore, CONTRACTOR shall secure all applicable permits necessary for the fulfillment of CONTRACTOR'S obligations under the terms and conditions of this Agreement.

24. CONSTRUCTION

The parties to this Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation and drafting of this Agreement, and therefore, this Agreement is not to be construed against either party as if they were the drafter of this Agreement.

25. LIQUIDATED DAMAGES

The CONTRACTOR shall pay to the CITY \$150.00 per day in liquidated damages for any non-monetary breach not cured within the required time frames as set forth in this Agreement. This liquidated damages provision shall not apply to the CONTRACTOR'S failure to pay fees as required in Section 15 herein. The liquidated damages shall accrue and be payable on a per diem basis until the breach is corrected. The imposition of liquidated damages is based on the inability of the parties to ascertain the losses the CITY will suffer because of this non-monetary breach.

26. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Agreement shall be commenced no later than sixty (60) days after execution of the Agreement by the CITY. Shelter installations shall begin within ninety (90) days of execution and be substantially completed no later than February 1st, 2004.

27. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the CONTRACTOR or its officers, employees, agents, subcontractors, or independent CONTRACTORS, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the CITY or its elected or appointed officials and employees. The above provisions shall



survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 76828, as amended from time to time.

28. NON-DISCRIMINATION

The CONTRACTOR agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The CONTRACTOR further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

29. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

30. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not transfer or assign the performance required by this Agreement without the prior consent of the CITY. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the CITY.

31. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of North Bay Village



7903 East Drive
North Bay Village, FL 33141

CONTRACTOR

Street Furniture Advertising Group, Inc.

Barry Kutun, President
4040 N. 29th Avenue
Hollywood, FL 33020

With a Copy to:

Barry Kutun
2012 Fisher Island Dr.
Fisher Island, FL 33109

32. • VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Miami - Dade County, Florida.

33. SIGNATORY AUTHORITY

The CONTRACTOR shall provide the CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

34. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

35. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the CONTRACTOR and the CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the



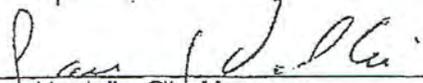
respective dates under each signature.

CITY OF NORTH BAY VILLAGE


Alan Dorne, Mayor

Date

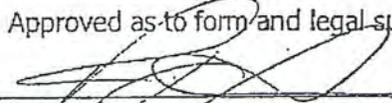
11/20/03


Dr. James Vardalis, City Manager

Date

11/20/03

Approved as to form and legal sufficiency:


Robert Switkes, City Attorney

Date

11/18/03

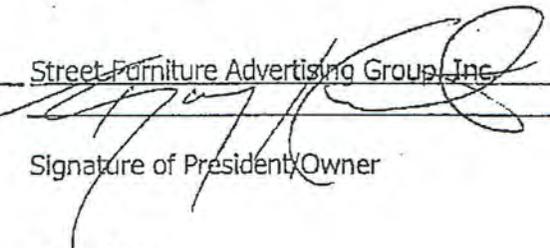
CONTRACTOR:

ATTEST:


(Corporate Secretary)

Barry Kutun
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

 Street Furniture Advertising Group, Inc. Contractor

Signature of President/Owner

Barry Kutun
Type/Print Name of President/Owner

Date

November 18, 2003



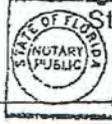
CORPORATE ACKNOWLEDGEMENT

SS

COUNTY OF
STATE OF FLORIDA

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Barry Kutun, as President of Street Furniture Advertising Group, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this , day of Dec. 18 , 2003.

Rana Chao
Signature of Notary Public
State of Florida at Large
My Comm Exp. 1/13/04
No. CC 901893

Print type of Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

FD
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath



Exhibit A

North Bay Village Shelter Locations

1. SW Corner of 79th St. Causeway and East Treasure Drive
2. SE Corner of 79th St. Causeway and Hispanola Avenue
3. North side of 79th St. Causeway in front of WSVN TV station
4. SW Corner of 79th St. Causeway and Adventure Avenue
5. NE corner of 79th St. Causeway and East Drive entrance
6. SW Corner of 79th St. Causeway at entrance to 79th Street Parkway

Exhibit B



MODEL 13ALD-VICPMSFL

13' ADVERTISING BUS SHELTER

Dome Roof Model-Custom Victorian Style Perforated Metal

SPECIFICATIONS

- Roof dimensions: 12'7 7/8" x 4'8" Height: 7' to bottom of roof perimeter
- The roof design features two circular shapes running horizontally. One is used as a rain gutter, the other houses electric wiring for the overhead security lighting.
- The one piece roof is welded from four lengths of aluminum extrusion; there are no snap together corners which can be easily vandalized.
- Two roof beams are welded to the roof perimeter; one for placement of the advertising kiosk, the other for placement of the supporting legs. The supporting leg beam also houses the overhead security lighting fixture.
- Standard shelter lighting is solar provided by others.
- Roof beams are pre-drilled to facilitate field installation.
- 1/8" Aluminum panels in the roof are secured with flat bars and rubber gaskets, attached by Tek screws. No silicone sealer is required
- 16 gauge perforated metal panels with a custom Victorian style design form the rear and 1/2 end wall. The perforated panels have 1/4" diameter holes on 3/8" centers The end wall is set into powder coated aluminum rails, the rear wall is held in place with stainless steel glass supports which anchor to the concrete pad or sidewalk.
- Two 3" steel pipe legs support the roof structure opposite the advertising kiosk, the advertising kiosk has three legs.
- The 2-sided 48" "Semi-V" angled advertising kiosk features fluorescent lighting and holds the standard size bus shelter poster 48" x 68".
- The two side-hinged advertising kiosk doors have 3/16" clear tempered safety glass panels. Tamper proof fasteners are used to secure the doors.
- Five adjustable leveling feet allow up to 12" variations in grade.
- The shelter is supplied with all hardware, concrete anchors and electrical wiring for site installation.
- All materials are top quality - we use only ASTM A-36 grade 3" minimum schedule 40 pipe for structural steel members and 6063-T6 grade aluminum extrusion with a minimum thickness of 1/8 inch.
- All of the structure's metal surfaces feature a durable baked polyester powder coat finish, 3-4 ml thick. The powder coating process produces no volatile organic compounds (VOCs). Powder coat finish was created for durability in outdoor use and to withstand graffiti removal solvents.
- All bolts, washers and hardware are included.
- This shelter carries a one year warranty.

EXHIBIT C

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 8/14/03
PRODUCER SEITLIN 2001 NW 107 AVE., SUITE 200 MIAMI, FL 33172	305-591-0090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE		
INSURED Street Furniture Advertising Mr. Barry Kutun 4040 No. 29th Avenue Hollywood FL 33020	COMPANY A	Mt. Hawley Insurance Company
	COMPANY B	Progressive Insurance Co.
	COMPANY C	Zenith Insurance Company
	COMPANY D	

COVERAGE
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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BIND455164	7/26/03	7/28/04	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 50000
					MED EXP (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY	CA01714595-1	6/30/03	5/30/04	COMBINED SINGLE LIMIT \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z048668502	7/26/03	7/26/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1000000
					EL DISEASE - POLICY LIMIT \$ 1000000
D	OTHER	B170-1340	8/27/02	8/27/03	EL DISEASE - EA EMPLOYEE \$ 1000000
	PROFESSIONAL LIABILITY				\$7,000,000 LIMIT PER CLAIM \$1,000,000 AGGREGATE LIMIT \$10,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/AGENCIES/SPECIAL ITEMS
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY.

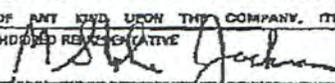
NORTH BAY VILLAGE 7903 EAST DRIVE NORTH BAY VILLAGE, FL 33141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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EXHIBIT "B"

ASSIGNMENT INSTRUMENT

To be provided by Transit (the form and substance of which in its sole discretion) on or before Closing.

Exhibit B

of Transit Shelter Agreement

North Bay
Village

cc: Karen

City
Contract

ASSIGNMENT OF CITY AGREEMENT

18th THIS ASSIGNMENT OF CITY AGREEMENT (the "Agreement") is entered into this day of December, 2003, by and between, STREET FURNITURE ADVERTISING GROUP, INC., a Florida corporation ("Street"), and GOLD COAST TRANSIT, a division of Gold Coast Advertising, Inc., a Florida corporation ("Transit").

WITNESSETH:

WHEREAS, Street and the City of North Bay Village ("City") have previously entered into that certain Agreement concerning the installation of certain bus shelters as described therein, a true and correct fully executed copy of which is attached hereto on Exhibit "A" (together with all extensions, modifications and amendments, the "City Agreement"); and

WHEREAS, in the event the City provides written consent authorizing the assignment of the City Agreement between Transit and Street within the time periods prescribed below and in a manner and form reasonably acceptable to Transit (the "Trigger Event"), Street desires to assign, and Transit desires to assume, all of Street's right, title and interest (as "CONTRACTOR") in and to the City Agreement;

NOW THEREFORE, in consideration of the premises, and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Assignment of City Agreement. Street shall, at the Closing (as hereinafter defined), GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Transit, its successors and assigns, all rights, interests and estates of Street in, to and under the City Agreement by executing and delivering to Transit that certain Assignment Agreement attached hereto as Exhibit "B" (the "Assignment Instrument"); subject however to the conditions set forth in Section 2 of this Agreement. In connection herewith, Transit shall assume all liabilities, obligations, and duties of the "CONTRACTOR" under the City Agreement.

2. Consent of City. Street and Transit acknowledge that the City Agreement prohibits Street from assigning the City Agreement without the prior written consent of City, and therefore the parties agree that, in the event that the Trigger Event fails to occur on or before 5 P.M. (Fort Lauderdale, Florida time) on the date which is forty-five (45) days from the date first written above (the "Initial Deadline"), then, except as otherwise specifically set forth herein, this Agreement shall be null and void and no further force and effect, the Deposit (as hereinafter defined) shall be returned to Transit, and the parties hereto shall have no further liabilities in connection with this Agreement.

3. Consent of City. Street covenants to effectuate and procure the Trigger Event prior to the Initial Deadline or Extended Deadline (as applicable) (including procuring of the requisite and applicable written approvals and consents of City in connection therewith). Transit agrees to provide (or cause to provide) reasonable assistance to Street in its performance of its obligations under the

243701-6

preceding sentence [including (i) having a representative of Transit attend, after the date hereof, the appropriate City commission meetings which concern the assignment contemplated hereunder, and (ii) furnishing the City with relevant and applicable information about Transit in relation to the assignment set forth herein).

4. Covenant Not to Assign City Agreement. Street covenants and agrees not to assign any of its right, title or interest in and to the City Agreement (or otherwise grant, suffer or permit any adverse interest to occur to same) without the prior written consent of Transit.

5. Deposit. Buyer shall deposit the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "Deposit") with Berger Singeman, P.A. ("Escrow Agent") within two (2) business days after Buyer and Seller fully execute duplicate original counterparts of this Agreement. Escrow Agent shall deposit the Deposit into an account maintained at a federally insured bank or savings and loan institution. The Deposit shall be applied as part payment of the Purchase Money (as hereinafter defined) at Closing, or disbursed as otherwise provided herein.

6. Closing. The closing of the transactions contemplated hereunder shall occur on the date which is three (3) business days after the timely occurrence of the Trigger Event (the "Closing"). In the event of Closing, Street shall deliver to Transit (i) the Assignment Instrument, and (ii) any and all applicable written consent(s) by City which authorize and fully effectuate Street's assignment to Transit of the City Agreement. Additionally, simultaneously therewith, (i) Transit shall deliver to Street the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) (the "Remaining Purchase Money"), and (ii) Escrow Agent shall deliver to Street the Deposit (the Remaining Purchase Money and Deposit are collectively hereinafter referred to as the "Purchase Money"). In connection with providing Transit the Assignment Instrument, Street covenants and agrees to convey all of its interest, right and title in and to the City Contract free and clear of all liens, pledges, restrictions, charges, third-party rights, encumbrances, defects, claims, suits, liabilities, judgments or other adverse claims of any kind or nature.

7. Representations, Covenants and Warranties of Street. As a material inducement to Transit's delivery of the Purchase Money, Street hereby represents, covenants and warrants (as of the date hereof and Closing) unto Transit that (i) Street is the "CONTRACTOR" under the City Agreement; (ii) Street has performed no act nor executed any other instrument which might prevent Transit from enjoying and exercising any of "CONTRACTOR's" rights under the City Agreement; and (iii) Street is aware of no person or entity (other than Street) which has any rights as "CONTRACTOR" under the City Agreement. Further, Street hereby represents, covenants and warrants (as of the date hereof and again at Closing) unto Transit that (i) this Agreement, when executed and delivered, will be legal, valid and binding obligations of the Street, enforceable against it in accordance with its respective terms, (ii) Street is duly organized, validly existing, and in good standing under the laws of the state of Florida, (iii) Street is duly authorized to conduct the businesses and operations related to this Agreement, and (iv) Street has not entered into any agreements, understandings or contracts with any third-parties concerning the City Agreement.

8. Action by Transit. Effective upon the Closing, Transit shall be entitled to take, (without notice to, or consent by Street or any other party), any action with respect to the City Agreement (which Transit determines to take in Transit's sole discretion), to the same extent as if City had previously granted City's prior written consent to the assignment of the City Agreement to Transit and had released Street from all liability under the City Agreement.

9. Action by Seller. Except for the obligations of Street set forth in Paragraph 3 of this Agreement, Street shall take absolutely no action with respect to the City Agreement without the prior written consent of Transit. Street shall keep Transit informed of the progress of Street's efforts under Paragraph 3. Immediately upon receipt, Street shall send by facsimile to Transit all written correspondence received from City (including the date, time and place of City commission meetings concerning the assignment contemplated hereunder) or any other party and shall send by overnight delivery all written information received from City or any other party. Street shall also inform Transit immediately regarding any and all oral information received by Street from City or any other party related to the City Agreement. To the extent requested by Transit, Street shall cooperate with Transit and shall take any action which Transit directs Street to take in connection with the City Agreement.

10. No Modification of City Agreement. In no event shall Street amend, modify, waive, alter, terminate or affect in any way whatsoever any provision of the City Agreement, or any document executed by Street and/or City in connection with the City Agreement, without the prior written consent of Transit. In the event that the City Agreement is affected or changed in any manner without the express, prior written consent of Transit, Transit may, in its sole discretion, terminate this Agreement on or before Closing by providing Street with written notice thereof, at which time this Agreement shall become null and void, the Deposit shall be returned to Transit, and the parties hereto shall have no further liabilities in connection with this Agreement (except that Transit shall not be precluded from pursuing any and all remedies at law or in equity relating to Street's default).

11. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon the successors and assigns of either party hereto and shall inure to the benefit of the either party and their respective successors, substitutes and assigns. All references in this agreement to either party hereto shall be deemed to include all such successors, substitutes and assigns.

12. Transit's Right of Extension. Notwithstanding anything herein to the contrary, in the event that the Trigger Event fails to occur on or before the Initial Deadline, Transit may, in its sole discretion, elect to extend the Initial Deadline for up to an additional thirty (30) days (the "Right of Extension") by providing Street with written notification thereof on or before the Initial Deadline (the "Extended Deadline") (the Initial Deadline and the Extended Deadline shall hereinafter be referred to as the "Deadline"). In the event (i) Transit exercises the Right of Extension as set forth in this Section, and (ii) the Trigger Event fails to occur on or before 5 P.M. (Fort Lauderdale, Florida time) of the Extended Deadline, this Agreement shall become null and void, the Deposit shall be returned to Transit, and the parties shall have further no obligations hereunder.

13. Severability. A determination that any provision of this agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

14. Modification or Termination. This agreement may only be modified or terminated by a written instrument or instruments executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

15. Negation of Partnership. Nothing contained in this Agreement or in any document executed in connection with this Agreement is intended to create any partnership, joint venture or association between the parties hereto with reference to the property or the agreements referenced herein and any inferences to the contrary are hereby expressly negated.

16. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

17. Attorney Fees. The prevailing party in any enforcement or other legal proceeding relating to, or arising out of, this Agreement or any document executed in connection with this Agreement shall be reimbursed by the other parties for all attorneys' fees, court costs and other expenses incurred by such prevailing party in connection with such proceeding.

18. Equitable Remedies. Without in any way limiting the rights and remedies available to the parties at law, in equity or by statute, the parties agree that Transit shall also be entitled to injunctive relief and/or the right of specific performance with regard to this Agreement, the Assignment Instrument and any other document executed in connection with this Agreement. All rights and remedies of the parties hereto shall be cumulative.

19. Governing Law. The law of the State of Florida (without regard to the conflict of laws rules) and applicable federal law shall govern all aspects of this Agreement and each document executed in connection herewith. Venue shall lie exclusively within Broward County.

20. Entire Agreement. This Agreement, and the documents referenced in this Agreement, constitute the entire understanding and agreement between the parties hereto with respect to the transactions referenced herein and arising in connection with the City Agreement and supersede all prior written or oral understandings and agreements between the parties hereto with respect thereto. Each party hereto hereby acknowledges that, except as incorporated in writing in this Agreement and the documents referenced in this Agreement, there are not, and were not, and no persons are or were authorized by such party to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of this Agreement.

21. No Recordation. The parties hereto shall not record this Agreement in the public records. Further, Transit and Street shall not reveal or otherwise disclose the terms and conditions of this Agreement (other than the mere fact of its existence) to the City or any other governmental or quasi-governmental entity (including, but not limited to, its officers, directors, managers and employees).

22. Default. Notwithstanding the termination of this Agreement, the failure of either party to perform any and all obligations and covenants hereunder shall be deemed a default, in which event the appropriate party hereto may pursue any and all available remedies at law or in equity.

23. Recitals. The introductory provisions of this Agreement form a part of, and are deemed to be included within this Agreement.

24. Escrow Provisions. The escrow of the Deposit shall be subject to the following provisions:

24.1 Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Agreement or the Deposit becomes involved in litigation, to deposit the Deposit or so much thereof as is held by Escrow Agent with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit or so much thereof as is held by Escrow Agent with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

24.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

24.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall survive the Closing or termination of this Agreement.

24.4 Transit's Attorney. Street acknowledges that the Escrow Agent is also Transit's Attorney in this transaction, and Street hereby consents to the Escrow Agent's

representation of Transit in any litigation which may arise out of this Agreement.

IN WITNESS WHEREOF, each party set forth below has executed this Agreement on the date first above written.

**STREET FURNITURE ADVERTISING GROUP, INC., a
Florida corporation**

By: _____

Barry Kutun, President

**GOLD COAST TRANSIT, a division of Gold Coast
Advertising, Inc., a Florida corporation**

By: _____

Alison Oliver, _____



North Bay Village

10B

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

NORTH BAY VILLAGE **MEMORANDUM**

DATE: April 28, 2016

TO: Mayor Connie Leon-Kreps
Vice Mayor Jorge Gonzalez
Commissioner Richard Chervony
Commissioner Eddie Lim
Commissioner Andreana Jackson

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Approval of Pricing Renewal - *The Miami Herald Media Company* -
Public Notices

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the renewal pricing for publishing the Village's public notices in the *The Miami Herald Media Company*.

BACKGROUND:

Pursuant to State and local laws, the Village is required to publicize notices of public hearings, meeting notices, and other Village actions. Section 30.07 of the Village Code requires the Village to advertise public notices regarding ordinance adoption in a newspaper of general circulation in the Village.

The Village has maintained the *Miami Herald Neighbors* as its publishing vendor for several years now, since the publication has become a familiar daily circulation throughout the Village. The contract calls for a commitment of 48 notices during the contract year in order to enjoy the reduced rate as opposed to an open rate in the local section.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lin

Advertisement in the *Miami New Times*, the *Sun Sentinel*, and the *Miami Daily Business Review* will be lower, but these publications are not circulated daily and they do not fulfill the need that the *Neighbors* provide to have information readily available to the residents.

BUDGETARY IMPACT:

Funds are appropriated in the FY 2016 budget for newspaper advertisements. No additional cost will be incurred for entering into the contract.

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason
Village Manager

Yvonne P. Hamilton, CMC
Village Clerk



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 28, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS SECTION*; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD MEDIA COMPANY*; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON*)

WHEREAS, North Bay Village has utilized the services of "*The Miami Herald Media Company*" to publish the Village's public notices required by State and local laws; and

WHEREAS, the Village Manager hereby recommends that the Village Commission renew the pricing with "*The Miami Herald Media Company*" for publishing the Village's public notices in the *Neighbors* in accordance with agreement attached hereto as Exhibit "1" (the "Agreement").

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Renewed Pricing Terms. The pricing terms for the *Miami Herald Media Company* for publishing the Village's public notices are hereby approved for renewal from May 1, 2016 through May 1, 2017 as shown on the retail advertising rates attached as "Exhibit 1".

Section 3. Execution of any Required Agreement. The Village Manager is authorized to execute any required agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee are authorized to implement the terms and conditions of any such agreements.

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to implement the terms of this Agreement.

Section 6. Effective Date. This Resolution shall take effect immediately upon approval.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Wendy Duvall _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 12th day of May 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution-*Miami Herald Neighbors*- 2016-2017

Miami Herald Media Company

(referred to as "MHMC")

3511 Northwest 91 Avenue, Miami, Florida 33172

ADVERTISING AGREEMENT

Advertiser:

Company Name: North Bay Village

Email: yvonne.hamilton@nbvillage.com

Term of Agreement. 1st Run Date: 1st day of May, 2016 until: **Contract End Date:** 05/01/2017

Address: 1666 Kennedy Causeway, #300

City/State/Zip: North Bay Village, FL 33141

Phone Number: 305-756-7171

Advertising in Miami Herald, el Nuevo Herald, Yes! (Sunday Select) , Direct Marketing, Magazines and Interactive.

PRINT

FREQUENCY COMMITMENT

Publish Advertising 48 times within a maximum of 52 weeks

- Miami Herald
- el Nuevo Herald
- Special Sections
- Package Name: _____
- Other: NEIGHBORS Zone4

MAGAZINE

FREQUENCY COMMITMENT

Publish Advertising _____ times within a maximum of _____ weeks

- Indulge
- Palette
- Family Matters

DIRECT MARKETING

FREQUENCY COMMITMENT

Publish Advertising _____ times within a maximum of _____ weeks

- Print & Deliver _____ Average Quantity
- Herald Notes _____ Average Quantity
- Preprints
- Herald Values
- Yes! (Sunday Select)
- Neighborhood Values

CLASSIFIED

FREQUENCY COMMITMENT

Publish Advertising _____ times within a maximum of _____ weeks

- Directory Name: _____
- Revenue Commitment
- Other: _____

Addendum attached

Online Campaign Information: Campaign Start Date: _____ Campaign End Date: _____

Product/Position (circle one)	Channel	Run Dates	Impressions	CPM/Rate	Rate
MH.com Interactive Banner Products					
ElNuevoHerald.com Interactive Banner Products					
Cars.com					
Audience Extension					
Careerbuilder.com					
Video					
SEM					
E-mail blast					
HomeFinder.com					
Miami.Com					
InCubaToday.com					
EnCubaHoy.com					
				Monthly Rate Total:	
				Total Contract Value:	

This Agreement is subject to: (i) the Advertising Terms and Conditions attached hereto; (ii) the applicable MHMC rate card; and, (iii) MHMC's publication deadlines, policies and procedures, all as amended by MHMC from time to time. Rates may be amended by MHMC upon 30 days' written notice to Advertiser. *A legible facsimile copy of this Agreement when fully executed shall be considered an original copy of this Agreement.*

Advertiser	Miami Herald Media Company
By: _____ (Must be signed by Principal of Firm)	Advertising Manager: _____
Print Name: _____	Director: _____
Title: _____	VP of Finance: _____
Address/City/State/Zip: _____	

MHPC Internal Use Only

Account No: 186506 **Agency No:** _____ **Sales Rep Name:** Eddie Abralde

ADVERTISING AGREEMENT TERMS AND CONDITIONS

1. **Contract Terms.** Advertiser must consume and pay for the minimum space indicated herein within one year from the 1st Run Date (the "Minimum Amount"). If Advertiser fails to satisfy the Minimum Commitment, Advertiser shall not be entitled to the rates or discounts set forth herein and will be retroactively billed for all advertising during the Term at the applicable then current standard published rate card rate (the "Corrected Rate"). Advertiser will pay MHMC any such Corrected Rate balance immediately. Advertiser agrees to pay this Corrected Rate in addition to all amounts paid or payable by Advertiser under this Agreement. Payment of any Corrected Rate does not count toward the Minimum Commitment. For Preprints, Print and Deliver, Home Delivery Bags and Herald Notes, all insertion orders require specific instructions to manage handling of shortage or overage of quantities.
2. **Earned Rating/Agreement Review.** Advertiser will be billed at the Earned Rate for advertising purchased after the initial term. "Earned Rate" means the rate applicable to the linage, or frequency level reached by Advertiser at the conclusion of the then-expiring term of the Agreement. If Advertiser satisfies the linage or frequency level required of its contract and qualifies for a lower Earned Rate, it will be billed at the lower Earned Rate beginning the next billing period. No advertiser will receive an automatic rebate on past advertising purchases solely by qualifying for a lower Earned Rate during the contract term. MHMC reserves the right to review the volume of advertising placed on a quarterly basis and cancel this contract at its sole discretion, if advertising placed falls ___% or more below the quarterly average of linage or frequency needed to fulfill the contract amount. Failure of MHMC to review the volume of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustments
3. **Payment Terms.** All invoices (including applicable sales taxes) are due on the 20th of the month following insertion(s) and if not paid by the 30th day of the month following the date of insertion(s) will be late (except for accounts designated by MHMC as weekly which are due within 7 days of the invoice date). Late amounts will bear interest at the maximum rate allowed by law. Advertiser shall pay all applicable taxes. If any invoice is not timely paid, then MHMC reserves the right to suspend its performance at any time and/or cancel this Agreement without notice. In the event of such a cancellation, all charges for advertising since the 1st Run Date will be re-invoiced to reflect the Corrected Rate, as described herein. All disputes of any kind must be reported in writing to MHMC no later than 30 days from the date the invoice containing such disputed item or such item will be deemed correct and conclusively accepted by Advertiser. Advertiser waives any claim after said 30-day period. Submission of a written dispute notice by Advertiser shall not relieve Advertiser of its obligation to timely pay all undisputed amounts. Credits, refunds or payments must be used or claimed within 2 years from the date of such credit, refund or payment or shall be deemed to have been earned and correctly applied or paid. Unless agreed in writing, multiple discounts shall not apply for the same advertising purchase. MHMC is not obligated to extend credit to Advertiser unless in writing. If Advertiser breaches this Agreement, Advertiser agrees to pay all of MHMC's collection agency fees and expenses, investigation, court and litigation expenses along with attorney fees equal to the greater of: (i) 25% of the amount owed, or (ii) the amount awarded by the court. Sunday circulation and advertising rates will apply to the following holidays: New Year's Day: January 1, Independence Day: July 4, Labor Day: September 5, Thanksgiving Day Eve: November 23, Thanksgiving Day: November 24, Day after Thanksgiving: November 25, Christmas Eve Day: December 24, Christmas Day: December 25, and Day after Christmas: December 26, New Years Eve Day: December 31, 2016.
4. **Obligations of Advertiser.** Advertiser agrees to indemnify MHMC for any and all costs, claims, damages, and/or liability claimed against or incurred by MHMC as a result of MHMC's publication of any advertising submitted by Advertiser (or submitted on behalf of Advertiser) to MHMC. Advertiser represents, warrants and guarantees that any ad copy so submitted to MHMC is accurate, truthful and in compliance with all copyright laws and all other applicable laws and regulations.
5. **Ownership of Ads.** MHMC retains all rights of ownership in and to all advertisements designed or created by MHMC. Advertiser grants MHMC a non-exclusive license to publish all camera-ready advertisements provided by Advertiser (or provided on Advertiser's behalf) to MHMC. MHMC is not obliged to return ads or ad materials to Advertiser and MHMC is not responsible for any damage or loss to any ads, copy, drawings, art or any other materials provided by Advertiser. Advertiser represents and warrants to MHMC that any advertisement submitted to MHMC is original, does not violate any law, or infringe the copyrights, trademarks, trade name or patents of any other person, entity or corporation, and contains no matter which is libelous, an invasion of privacy, and unlawful appropriation of name or likeness, or otherwise injurious to the rights of any other person and that Advertiser has obtained all necessary consents prior to the submission of such advertisement to MHMC.
6. **Copyrights.** Advertiser hereby grants a non-exclusive license to MHMC for all copyrights and ownership rights in any advertisement of Advertiser submitted for insertion in any publication of MHMC, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser authorizes MHMC to bring suit in MHMC's discretion and at MHMC's expense for any unauthorized use, reproduction, display, distribution, or performance of advertisement as it appears in the Newspapers or for its unauthorized alteration
7. **Acceptance/Rejection of Advertising.** MHMC reserves the right to revise, alter or reject any advertisement for any reason whatsoever, or to omit ads without notice. MHMC may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Advertiser will be excluded. Special position for advertising is not guaranteed but may be available for a premium and if agreed to in writing.
8. **Publication Errors and Omissions.** MHMC is not liable for any omission of all or any portion of any ad, nor is MHMC responsible for orders, cancellations or corrections given by telephone, facsimile or telegraph. MHMC is also not liable for any error in a published ad unless an advertising proof is requested in writing. Advertiser clearly marks any error in the advertising proof for corrections, and MHMC is notified of the error in sufficient time before publication, in which case Advertiser's sole remedy is an appropriate credit to the extent of the error up to the cost of the first insertion of the error (if there is more than one incorrect insertion, credit shall be allowed only for the first incorrect insertion).
9. **Cancellation policy for ROP premium Positions** ROP premium positions defined as Spadeas, Double trucks, and Section A front page strips in Miami Herald, el Nuevo Herald, and Yes! (Sunday Select), publishing on January 1, July 4, February 13, February 15, May 30, September 5, and during November and December will be subject to a mandatory cancellation fee. Once advertiser reserves Publication Date (s) for ROP premium position(s) for any of the positions and dates outlined, Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC not less than seven (7) business days prior to publication date. If Advertiser's written notice is not timely, or if Advertiser otherwise fails to keep the Publication Date for such premium positions, then unless the advertising runs as scheduled, Advertiser agrees to pay a cancellation fee equal to 25% of reserved ad position amount .
10. **Non-Cancellation.** The Publication Dates for each advertisement will be agreed upon by MHMC and Advertiser in writing as soon as possible after signing this Agreement. Once there is an Publication Date(s), Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC's Direct Marketing Sales Manager at least (i) 60 days for Herald Values, Herald Notes, Neighborhood Values and Mail Card, and/or (ii) 14 days for Preprints and Print and Deliver, before the Publication Date(s) (time being of the essence), regardless of whether MHMC can obtain a replacement ad from another advertiser for that publication date. **If Advertiser fails to timely cancel or otherwise fails to keep the Publication Date, then the cancellation shall be ineffective and Advertiser agrees to pay MHMC in full for said cancelled ad or service.**
11. **Delivery of Materials to MHMC.** Advertiser must submit all advertising copy to MHMC prior to MHMC's deadline. MHMC reserves the right to change an agreed Reservation Date if MHMC substitutes another date approved by Advertiser.
12. **MHMC's Rights Regarding Mechanical Specifications.** MHMC reserves the right to alter any printed advertising material due to press/production requirements. This reservation of right includes MHMC's right to reduce the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Advertising will be billed based on the space reserved/ordered.

Initials

13. **Unavoidable Nonperformance.** MHMC is not liable for failure to publish ads or distribute its publications because of flood, fire, riots, strikes, terrorists, storms, shortages of material, orders of government, failure of transportation, acts of God or other causes beyond MHMC's control. In such an event, this Agreement will be extended for a period equal to the time during which such performance was not possible.

14. **Clerical Errors.** Incorrect rates on advertisements, which do not correspond to the rate card or as, otherwise specified in this Agreement, will be regarded as clerical errors and such advertisements will be charged at the applicable rate for such advertisement at the time of the signing of this Agreement.

15. **Multiple Advertisers.** Two or more advertisers will not be allowed to combine contracts, nor will advertising agencies be allowed to combine contracts of their clients or accounts, unless the businesses advertised are under common ownership and prior approval of MHMC has been obtained.

16. **Advertising Agencies.** The obligations of Advertiser and its advertising agency (if any) hereunder shall be joint and several.

17. **Non Self-Renewing Agreement.** Advertiser acknowledges and agrees that this Agreement shall not self-renew, and is subject to termination by either party without penalty upon 30 days prior notice to the other party after the expiration of the initial term of this Agreement.

18. **Online Advertising.** Without limiting the generality of any provision of this Agreement, any online advertising which is subject to this Agreement is subject to the following additional terms and conditions:

- a) Advertiser grants to MHMC and any other party who is to publish the advertising described in this Agreement (each, a "Publishing Party") a non-exclusive, royalty-free, worldwide license in connection with this Agreement to (i) use, copy, adapt, reformat, recompile, manipulate, communicate by telecommunication, and/or modify any part of the Advertiser's online advertising materials (the "Advertisements") for public performance, public display, and distribution; (ii) access, index, cache, and display the websites to which the Advertisements link, or any portion thereof, by any mean, including web spiders and/or crawlers; (iii) create and display copies of any text, images, graphics, audio, or video on the websites to which the Advertisements link or elsewhere; and (iv) distribute the Advertisements through the websites, properties, applications, and/or devices described in this Agreement (the "Distribution Network").
- b) Advertiser agrees that no Publishing Party shall have a liability for the Advertisements. Advertiser must provide all Advertisements to MHMC for review before any such Advertisement is published to the Distribution Network. A Publishing Party may refuse, reject, truncate, edit, cancel or remove any Advertisement or space reservation in its sole discretion at any time. Advertisements may be subject to inventory availability, and the final decision as to relevancy is at MHMC's discretion. MHMC does not guarantee that any Advertisement will be placed in, or available through, any part of the Distribution Network, nor does MHMC guarantee that any Advertisement will appear in a particular position or rank. Advertiser agrees to indemnify and hold harmless each Publishing Party, any other entities that own or operate any part of the Distribution Network, and the subsidiaries and affiliates of each of the foregoing, and their respective directors, officers, employees, agents, third-party service providers, and third parties distributing the Ads via the Distribution Network (collectively, the "Indemnified Parties"), from and against any and all damages, losses or expenses of any kind, whether actual or claimed (including reasonable attorneys' fees) (collectively, "Claims") that arise out of or in connection with (i) any Advertisement, or any website(s) or material(s) that can be linked to through an Advertisement or (ii) Advertiser's breach of this Agreement. Advertiser agrees to be solely responsible for defending any Claim against an Indemnified Party, subject to such Indemnified Party's right to participate with counsel of its own choosing, and for payment of any and all judgments, settlements, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from all Claims against an Indemnified Party, provided that Advertiser may not agree to any settlement that imposes any obligation or liability on an Indemnified Party without that party's express written consent.
- c) If a Publishing Party fails to deliver, by the end of the period specified in this Agreement, the aggregate number of Advertisements agreed herein, then Advertiser's sole and exclusive remedy is limited to the following, which the Publishing Party may choose in its discretion: (i) a refund of the charges representing the Advertisements that were undelivered; (ii) placement of the Advertisements at a later time in a comparable position as determined by the Publishing Party; and/or (iii) an extension of the term of this Agreement with a refund representing any remaining undelivered Advertisements at the end of such extended term.
- d) In the event of any error in publishing an Advertisement, the liability of any Publishing Party shall not exceed the cost of the time occupied by the error. In no event shall any Publishing Party's liability to Advertiser under this Agreement exceed the total amount paid or payable by Advertiser thereunder for online advertising. Claims for errors must be submitted by the Advertiser in writing within ten (10) days following the date on which the Advertisement is first published. Advertiser must notify MHMC of the error to enable MHMC to make the appropriate correction. Credit, if allowed, will be given in the form of re-publishing the correct Advertisement. No adjustment will be made where Advertiser is responsible for the error.
- e) No Publishing Party shall have any liability whatsoever in the event any act of God, the public enemy or government authority, labor dispute, war (whether declared or not), civil disobedience, riot or other occurrences beyond such Publishing Party's control shall in any way restrict or prevent the publishing of any Advertisement(s).
- f) MHMC does not guarantee any given level of audience.
- g) Any cancellation, change of date on which any Advertisement is to be published, and/or correction requested by Advertiser must meet MHMC's published deadlines. In the event Advertiser does not furnish Advertising in accordance with MHMC's deadline schedule, MHMC may, at its option, publish on behalf of Advertiser the last Advertisement provided as shall be necessary for Advertiser to comply with the terms of this Agreement.
- h) Terms and conditions submitted by Advertiser and/or Advertiser's forms of insertion order or copy instructions are not binding on MHMC or any other Publishing Party. Only the terms and conditions of this Agreement are binding.

19. **Miscellaneous.** Florida law shall govern the enforcement and interpretation of this Agreement, without regard to any conflict of law principles. The parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction located in Miami-Dade County, Florida. In any action to enforce or interpret this Agreement, Advertiser and MHMC waive a trial by jury. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. A legible facsimile copy of this Agreement when fully executed shall be considered an original copy of this Agreement. Advertiser represents and warrants to MHMC that: (i) no additional consents, approvals or corporate actions are necessary for Advertiser to enter into this Agreement; (ii) execution of this Agreement by Advertiser will not cause a breach or default in any other agreement to which Advertiser is a party; and, (iii) Advertiser is not insolvent. In the event of a filing by or against Advertiser of a petition under the Bankruptcy Code, in its sole discretion, MHMC may (i) discontinue Advertiser's advertising; (ii) demand advance payment; or, (iii) terminate all agreements with Advertiser. This Agreement and any exhibits attached hereto contain the entire understanding between the parties and supersede any prior written or oral understandings, as well as agreements, between them regarding the subject matter. This Agreement shall not be modified except in writing signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successor and assigns. The Agreement may not be assigned (by operation of law or otherwise) by Advertiser. In the event that any provision contained in this Agreement or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability and the remainder of this Agreement will remain valid and enforceable according to its terms.

20. **LIMITATION OF LIABILITY.** IN THE EVENT OF ANY ALLEGED BREACH BY MHMC OF THE AGREEMENT OR ANY OTHER CLAIMS BY ADVERTISER OR ANY OTHER PARTY, MHMC SHALL IN NO EVENT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL MHMC BE LIABLE FOR DAMAGES IN EXCESS OF THE LESSER OF AN AMOUNT WHICH (I) EXCEEDS OF THE COST OF THE ADVERTISEMENT; OR, (II) THE AMOUNT ACTUALLY PAID BY ADVERTISER TO MHMC. MHMC'S PAYMENT OF SUCH AMOUNT SHALL BE ADVERTISER'S EXCLUSIVE REMEDY AND AGREED UPON LIQUIDATED DAMAGES. MHMC HEREBY DISCLAIMS ANY WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT AND ADVERTISER WAIVES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE.

Initials

2016 Miami-Dade Neighbors Advertising Rates

Miami Herald

Miami-Dade Neighbors

The Miami Herald's zoned Neighbors sections offer advertisers the opportunity to target their advertising to specific circulation areas of the Miami Herald in Miami-Dade County. These neighborhood tabloids are inserted in the Miami Herald every Thursday and Sunday. Neighbors completely cover Miami-Dade County with four editions.

Miami-Dade Neighbors Circulation by Zone

Zone	Thursday	Sunday
South West	9,714	20,259
South East	35,381	43,888
North West	20,496	35,079
North East	25,457	33,415
Total	91,049	132,641

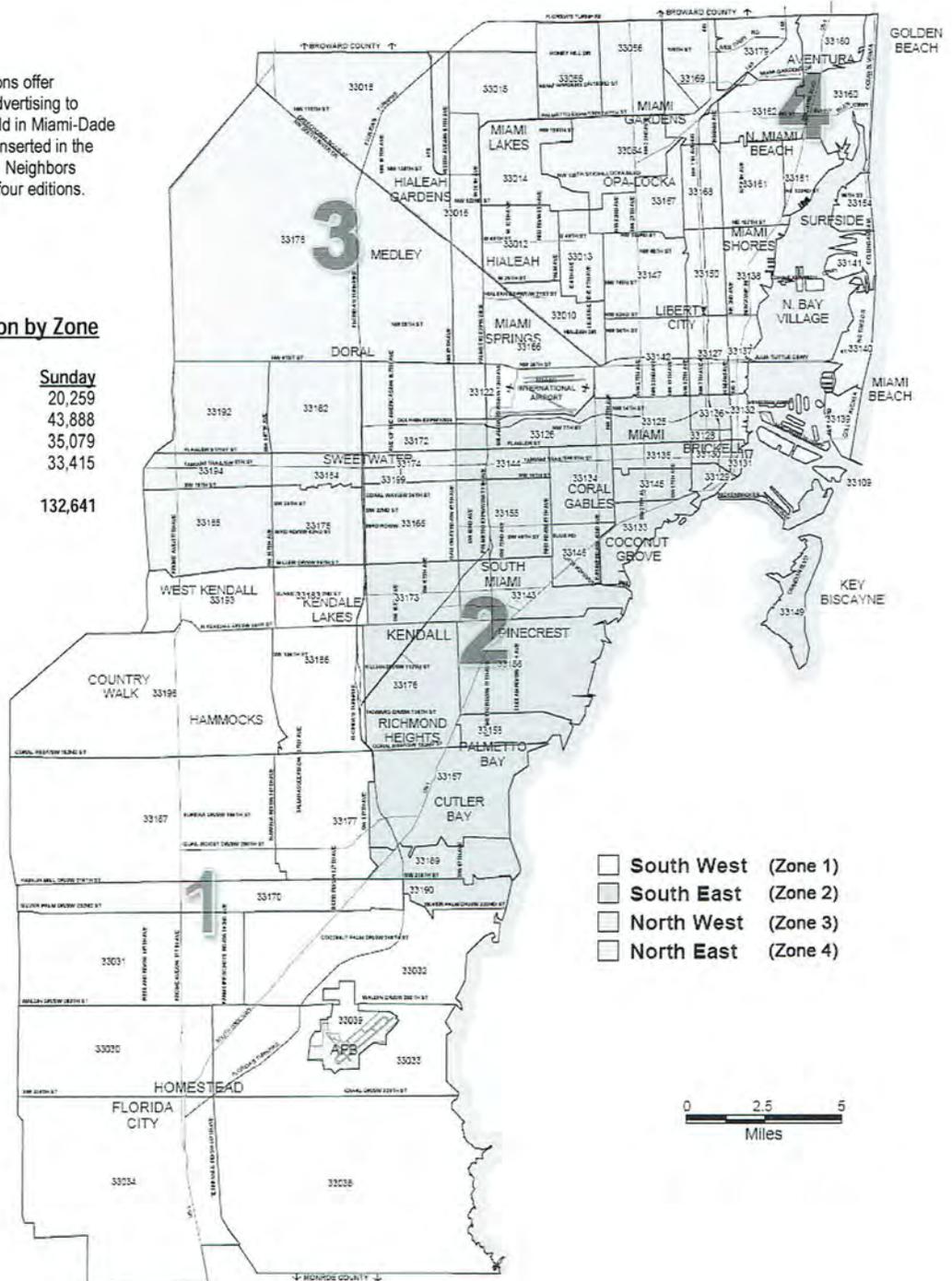
Zones

South West (Zone 1): Country Walk, Florida City, Hammocks, Homestead, Kendale Lakes, Redland, South Dade, West Kendall

South East (Zone 2): Brickell, Coconut Grove, Coral Gables, Cutler Bay, Kendall, Key Biscayne, Overtown, Palmetto Bay, Pinecrest, Richmond Heights, South Miami, The Falls, Westchester

North West (Zone 3): Doral, Hialeah, Liberty City, Medley, Miami Gardens, Miami Lakes, Miami Springs, Opa-locka, Sweetwater, Virginia Gardens, West Miami

North East (Zone 4): Aventura, Bal Harbour, Bay Harbor Islands, Fisher Island, Golden Beach, Highland Lakes, Miami Beach, Miami Shores, North Bay Village, North Miami, North Miami Beach, Sunny Isles, Surfside, Wynwood



- South West (Zone 1)
- South East (Zone 2)
- North West (Zone 3)
- North East (Zone 4)

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Miles

2016 Miami-Dade Neighbors Advertising Rates

Miami Herald

South West (Zone 1)					
Thursday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 420	\$ 450	\$ 525	\$ 560	\$ 700
Half-Page	\$ 265	\$ 310	\$ 330	\$ 350	\$ 440
Quarter-Page	\$ 165	\$ 195	\$ 205	\$ 220	\$ 275
PCI	\$ 15.50	\$ 18.00	\$ 19.25	\$ 20.50	\$ 25.75
Sunday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 600	\$ 700	\$ 750	\$ 800	\$ 1,000
Half-Page	\$ 375	\$ 440	\$ 475	\$ 500	\$ 625
Quarter-Page	\$ 235	\$ 275	\$ 295	\$ 310	\$ 390
PCI	\$ 22.00	\$ 25.75	\$ 27.50	\$ 29.50	\$ 36.75
Combo (Thursday & Sunday)					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 815	\$ 950	\$ 1,020	\$ 1,090	\$ 1,360
Half-Page	\$ 510	\$ 595	\$ 640	\$ 680	\$ 850
Quarter-Page	\$ 320	\$ 375	\$ 400	\$ 430	\$ 535
PCI	\$ 30.00	\$ 35.00	\$ 37.50	\$ 40.00	\$ 50.00

South East (Zone 2)					
Thursday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 770	\$ 900	\$ 965	\$ 1,030	\$ 1,285
Half-Page	\$ 480	\$ 560	\$ 600	\$ 640	\$ 800
Quarter-Page	\$ 300	\$ 350	\$ 375	\$ 400	\$ 500
PCI	\$ 28.00	\$ 32.75	\$ 35.00	\$ 37.50	\$ 46.75
Sunday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 825	\$ 960	\$ 1,030	\$ 1,100	\$ 1,375
Half-Page	\$ 515	\$ 600	\$ 645	\$ 690	\$ 860
Quarter-Page	\$ 320	\$ 375	\$ 400	\$ 430	\$ 535
PCI	\$ 30.00	\$ 35.00	\$ 37.50	\$ 40.00	\$ 50.00
Combo (Thursday & Sunday)					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 1,275	\$ 1,490	\$ 1,595	\$ 1,700	\$ 2,125
Half-Page	\$ 795	\$ 925	\$ 995	\$ 1,060	\$ 1,325
Quarter-Page	\$ 495	\$ 580	\$ 620	\$ 660	\$ 825
PCI	\$ 46.25	\$ 54.00	\$ 57.75	\$ 61.50	\$ 77.00

North West (Zone 3)					
Thursday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 355	\$ 415	\$ 445	\$ 470	\$ 590
Half-Page	\$ 220	\$ 255	\$ 275	\$ 290	\$ 365
Quarter-Page	\$ 140	\$ 165	\$ 175	\$ 190	\$ 235
PCI	\$ 13.00	\$ 15.25	\$ 16.25	\$ 17.50	\$ 21.75
Sunday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 505	\$ 590	\$ 630	\$ 670	\$ 840
Half-Page	\$ 315	\$ 370	\$ 395	\$ 420	\$ 525
Quarter-Page	\$ 195	\$ 225	\$ 245	\$ 260	\$ 325
PCI	\$ 18.25	\$ 21.25	\$ 23.00	\$ 24.50	\$ 30.50
Combo (Thursday & Sunday)					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 690	\$ 805	\$ 865	\$ 920	\$ 1,150
Half-Page	\$ 430	\$ 500	\$ 535	\$ 570	\$ 715
Quarter-Page	\$ 270	\$ 315	\$ 340	\$ 360	\$ 450
PCI	\$ 25.25	\$ 29.50	\$ 31.50	\$ 33.50	\$ 42.00

North East (Zone 4)					
Thursday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 630	\$ 735	\$ 790	\$ 840	\$ 1,050
Half-Page	\$ 395	\$ 460	\$ 495	\$ 530	\$ 660
Quarter-Page	\$ 245	\$ 285	\$ 310	\$ 330	\$ 410
PCI	\$ 23.00	\$ 26.75	\$ 28.75	\$ 30.50	\$ 38.25
Sunday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 735	\$ 860	\$ 920	\$ 980	\$ 1,225
Half-Page	\$ 460	\$ 535	\$ 575	\$ 610	\$ 765
Quarter-Page	\$ 290	\$ 340	\$ 365	\$ 390	\$ 485
PCI	\$ 27.25	\$ 31.75	\$ 34.25	\$ 36.50	\$ 45.50
Combo (Thursday & Sunday)					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 1,090	\$ 1,270	\$ 1,360	\$ 1,450	\$ 1,815
Half-Page	\$ 680	\$ 795	\$ 850	\$ 910	\$ 1,135
Quarter-Page	\$ 425	\$ 495	\$ 535	\$ 570	\$ 710
PCI	\$ 39.75	\$ 46.50	\$ 49.75	\$ 53.00	\$ 66.25

All Zones					
Thursday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 1,740	\$ 2,030	\$ 2,175	\$ 2,320	\$ 2,900
Half-Page	\$ 1,090	\$ 1,270	\$ 1,360	\$ 1,450	\$ 1,815
Quarter-Page	\$ 680	\$ 795	\$ 850	\$ 910	\$ 1,135
PCI	\$ 63.50	\$ 74.00	\$ 79.25	\$ 84.50	\$ 105.75
Sunday					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 2,130	\$ 2,485	\$ 2,665	\$ 2,840	\$ 3,550
Half-Page	\$ 1,330	\$ 1,550	\$ 1,660	\$ 1,770	\$ 2,215
Quarter-Page	\$ 830	\$ 970	\$ 1,040	\$ 1,110	\$ 1,385
PCI	\$ 78.00	\$ 91.00	\$ 97.50	\$ 104.00	\$ 130.00
Combo (Thursday & Sunday)					
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 3,095	\$ 3,610	\$ 3,870	\$ 4,130	\$ 5,160
Half-Page	\$ 1,930	\$ 2,250	\$ 2,410	\$ 2,570	\$ 3,215
Quarter-Page	\$ 1,210	\$ 1,410	\$ 1,510	\$ 1,610	\$ 2,015
PCI	\$ 113.00	\$ 131.75	\$ 141.25	\$ 150.50	\$ 188.25

Color	
Per ad, per day	
HP - FP	\$ 250
< HP - QP	\$ 125
< QP	\$ 85



2016 Miami-Dade Neighbors Advertising Rates

Miami Herald

Available Ad Sizes

Full Page: 6 col x 9.5"
1/2 Page: 6 col x 4.75" or 3 col x 9.5"
1/4 Page: 3 col x 4.75"

ROP Premium Position Cancellation Policy

ROP premium positions (defined as space ads, double trucks and Section A front page strips) in the Miami Herald, el Nuevo Herald, and Yes! (Sunday Select) publishing on January 1, February 13, February 15, May 30, July 4, September 5, and during November and December will be subject to a mandatory cancellation fee.

Once Advertiser reserves Publication Date(s) for ROP premium position(s) for any of the positions and dates outlined above, Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC not less than seven (7) business days prior to publication date. If Advertiser's written notice is not timely, or if Advertiser otherwise fails to keep the Publication Date for such premium positions, then unless the advertising runs as scheduled Advertiser agrees to pay a cancellation fee equal to 25% of reserved ad position amount.

Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and el Nuevo Herald to all subscribers on the following days/sections:

New Year's Day *	Thurs, Jan 1
Martin Luther King Holiday	Mon, Jan 18
Special "Food" Themed Section	Wed, Feb 17
Special "Personal Finance" Section	Wed, Mar 16
Special "History/Flashback Miami" Section	Wed, Apr 20
Memorial Day	Mon, May 30
Special "Crime" Section	Wed, Jun 15
Independence Day *	Mon, Jul 4
Special Football Preview Section (Miami Herald only)	Thurs, Sep 1
Labor Day *	Mon, Sep 5
Hispanic Heritage	Wed, Sep 15
Special "Home & Garden" Section	Wed, Oct 12
Thanksgiving Eve Day *	Wed, Nov 23
Thanksgiving Day *	Thurs, Nov 24
Day After Thanksgiving *	Fri, Nov 25
Christmas Eve Day *	Sat, Dec 24
Day After Christmas *	Mon, Dec 26
New Year's Eve Day *	Sat, Dec 31

* The following days/sections are also charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums: New Year's Day, Independence Day, Labor Day, Thanksgiving Eve Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, Day After Christmas, New Year's Eve Day.

Miscellaneous Notes

- For information regarding contracts/policies/terms, please refer to Contracts/Policies/Terms rate card (H1).
- For information regarding deadlines, please refer to Deadlines rate card (H2).
- For information regarding mechanical requirements, please refer to Mechanical Requirements rate card (H3).

* Rates, unless otherwise indicated, are line rates. All references to "the Miami Herald", "the Herald" and "Herald" pertain to domestic U.S. editions of the Miami Herald. Advertising in el Nuevo Herald may be purchased separately or in tandem with other MHMC products.

Outproof Policy

A proof of your ad is provided free of charge. If rush proof is required, an additional \$40.00 will be charged to your account, and the proof will be available within 4 hours of the request.

Changes and revisions to your proof can be made free of charge up to two (2) times. A \$25.00 charge will be incurred for each subsequent revision requested.

Contact Information

For more information on these and other Miami Herald products, contact your Miami Herald representative or call our Classified Advertising Offices:

Classified Advertising Main Office..... 866-860-6000
Email..... adinfo@miamiherald.com

Be sure to visit MiamiHeraldAdvertising.com.
All rates current at time of publication.





North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

10C

NORTH BAY VILLAGE **MEMORANDUM**

DATE: May 10, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Village Manager Frank K. Rollason 

PRESENTED BY: Village Manager Frank K. Rollason

SUBJECT: Extension of Current Program Grant Agreement -International Baccalaureate Program at Treasure Island Elementary School

RECOMMENDATION:

It is recommended that the Village Commission authorize the Village Manager to:

1. Extend the current Program Grant Agreement between the School Board of Miami-Dade County and North Bay Village for the Treasure Island Elementary School International Baccalaureate Program, for an additional term of three (3) school years (2016-2017, 2017-2018, and 2018-2019) as provided in the current Agreement under Section 5 – Effective Date and Term.
2. Execute a letter to the School Board informing the Board of the Village's intent to fund the IB Program for the 2016-2017 School Year in the annually agreed-upon amount of \$130,000.

BACKGROUND:

North Bay Village and the School Board of Miami-Dade County entered into a Three-Year Program Grant Agreement for the International Baccalaureate Program at Treasure Island Elementary School on September 9, 2013 ("Agreement").

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

That Agreement terminates at the end of the 2015-2016 school year. Section 5 of said Agreement provides that “For subsequent years this agreement may be renewed for an additional term of three (3) school years in writing by both parties.” It is the intent of the proposed Resolution to authorize the Village Manager to enter into such an extension with the School Board.

In addition, due to the School Board and the Village being on two different fiscal accounting years, it is necessary for the Village to provide a “Letter of Intent” to Fund the 2016-2017 school year prior to the Village taking official action on its 2016-17 Fiscal Year Budget.

BUDGETARY IMPACT:

\$130,000 from the FY 2016-17 General Fund paid quarterly in equal payments as provided in the Agreement.

PERSONNEL IMPACT:

None

CONTACT:

Frank Rollason, Village Manager



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 2, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND FUNDING OF THE INTERNATIONAL BACCALAUREATE PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL FOR THE SCHOOL YEARS 2016-2017, 2017-2018, AND 2018-2019; AUTHORIZING THE VILLAGE MANAGER TO PROVIDE WRITTEN NOTIFICATION OF THE VILLAGE'S INTENT TO FUND THE PROGRAM FOR THE 2016-2017 SCHOOL YEAR IN THE AMOUNT OF \$130,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yp

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND FUNDING OF THE INTERNATIONAL BACCALAUREATE PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL FOR THE SCHOOL YEARS 2016-2017, 2017-2018, AND 2018-2019; AUTHORIZING THE VILLAGE MANAGER TO PROVIDE WRITTEN NOTIFICATION OF THE VILLAGE'S INTENT TO FUND THE PROGRAM FOR THE 2016-2017 SCHOOL YEAR IN THE AMOUNT OF \$130,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village has been supporting the International Baccalaureate Program ("IB Program") at Treasure Island Elementary School since 2014; and

WHEREAS, North Bay Village (the "Village") desires to continue to support the IB Program annually through the budget process, for the benefit of all Village elementary school students; and

WHEREAS, the Village desires to extend the current "Program Grant Agreement with The School Board of Miami-Dade County, Florida for the Treasure Island Elementary School IB Program, for an additional three (3) School Years, 2016-2017, 2017-2018, and 2018-2019 School Years in substantially the form attached hereto as Exhibit "A".

WHEREAS, the Village Commission further authorizes the Village Manager to provide written notification to the School Board of the Village's intent to fund the IB Program for the 2016-2017 School Year in the agreed upon amount of \$130,000 annually.

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Agreement. The “Program Grant Agreement between North Bay Village and the School Board of Miami Dade County, Florida for the International Baccalaureate Program at Treasure Island Elementary School,” a copy of which is attached hereto as Exhibit “A” (the “Agreement”), together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement. The Village Manager is further authorized to provide written notification to the School Board of the Village’s intent to fund the program for the 2-16-2017 School Year at a cost of \$130,000.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this ___ day of May 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Program Grant Agreement for 2016-2017, 2017-2018, and 2018-2019 School Years.

**PROGRAM GRANT AGREEMENT
WITH NORTH BAY VILLAGE
FOR THE
INTERNATIONAL BACCALAUREATE PROGRAM
AT
TREASURE ISLAND ELEMENTARY SCHOOL**

This Program Grant Agreement for the Treasure Island Elementary School International Baccalaureate Program ("Agreement") is entered into this ___ day of _____, 2016, by and between North Bay Village a Florida municipal corporation (hereinafter referred to as the "Village"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board" or "School District" or "MDCPS"). The Village and the School Board shall each be referred to herein as "Party", and collectively as "Parties."

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Village agree as follows:

Section 1. Implementation of International Baccalaureate Program at Treasure Island Elementary School

(a) The School Board and the Village agree that the parties hereto shall continue to implement the Treasure Island Elementary International Baccalaureate Program ("the Program").

(b) The School Board agrees, subject to the availability of funding as set forth in Section 2 below, to support the implementation of the International Baccalaureate (IB) Program at Treasure Island Elementary School.

Section 2. Funding

(a) The Village agrees to provide funding as specified below in Section 3 in order to continue the International Baccalaureate Program for the 2016-2017, 2017-2018, and 2018-2019 School Years. Recognizing the IB Program requires annual funding, the District will discontinue the Program at any time if no further funding is committed by the Village for future years. Exhibit A Program Description is attached hereto and incorporated by reference to this agreement.

Section 3. Program Evaluation

The Board shall yearly provide the Village with an expense schedule under Exhibit B, detailing requested funds for training, salaries and any other cost center. The District shall provide to the Village its funding request in writing for continuation of the International Baccalaureate Program based on projected estimated costs. If no

projected increase from the prior year is requested, the Village shall provide its approval in writing within 45 calendar days of the date of submittal of this information by the District, and disburse the funds to the Board as follows. Funds for the 2016-2017 School Year and for subsequent years shall be due quarterly in four (4) equal installments due on October 31, January 31, April 30, and July 31 of each year. If the District presents and substantiates an increase in the allocation, the Village shall approve the increase as submitted, approve a lesser increase or disburse the funds to the Board no later than 45 calendar of the date of the request, and disburse the funds to the Board no later than October 31st of each year and thereafter, provided however that the Village disbursement to the Board shall not be less than the funds disbursed in year one. Where the Village has disapproved the request for an increase in the allocation by the Board or an increase presenting a lesser amount than requested, the District shall have the right but not the obligation to make programmatic reductions accordingly for the ensuing school year. The Parties shall mutually evaluate the achievement outcomes of the International Baccalaureate Program set forth in this agreement annually. Exhibit B Average Yearly Program Cost for Primary Years Program (PYP) is attached hereto and incorporated by referenced to this agreement.

This agreement will include the continuation of the program in 2016-2017, 2017-2018, and 2018-2019 school years, provided the Village provides funding as specified above.

Section 4. Resolution of Disputes

In the event of a dispute relating to this Agreement, the Parties shall seek an amicable resolution through meeting of their respective representatives. In the event that no resolution is agreed upon, each Party may seek resolution by following the dispute resolution procedures specified in Chapter 164, Florida Statutes.

Section 5. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Village, ("Effective Date"), and shall remain in full force and effect for the 2016-2017 school year. After the Effective Date, this Agreement may be cancelled for the 2017 – 2018 school year by either Party with thirty (30) days prior written notice prior to implementation and receipt of funds.

Section 6. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 7. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for

meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Honorable Connie Leon Kreps
Mayor, North Bay Village
1700 Kennedy Causeway
North Bay Village, FL 33141
Phone: 305-756-7171
Fax: 305-756-7722

Copy to:
Robert L. Switkes, P.A.
Village Attorney, North Bay Village
Robert L. Switkes & Associates, P.A.
407 Lincoln Road, Penthouse Southeast
Miami Beach, Florida 33139-3008

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 8. Merger Clause

This Agreement, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein.

Section 9. Assignment

Neither Party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all its fees and costs including attorneys' fees and costs, from inception through all appeals. Venue shall be in Miami-Dade County, Florida.

Section 12. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Village and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Village any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Village , and their respective representatives, successors, and assigns.

Section 13. Indemnification

To the fullest extent permitted by law, the parties indemnify and hold harmless each other and its employees. .

The indemnification provisions of this AGREEMENT are not applicable to AGREEMENTS executed by state agencies or subdivisions, as defined under §768.28, Fla. Stat. or any other Florida statute applicable to sovereign immunity

Section 14. Access to Records/Florida's Public Records Laws

This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, this Program Grant Agreement for the International Baccalaureate Program at Treasure Island Elementary School has been executed by and on behalf of North Bay Village and the School Board of Miami-Dade County, Florida, on this ____ day of _____, 2016.

The School Board of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho
Superintendent of Schools

Date: _____

TO THE SCHOOL BOARD
Approved as to form and legal sufficiency:

School Board Attorney

By: _____
CONNIE LEON-KREPS,
MAYOR

ATTEST:

YVONNE HAMILTON
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE VILLAGE OF
NORTH BAY**

ROBERT L. SWITKES &
ASSOCIATES, P.A.

EXHIBIT "A"

International Baccalaureate (IB) - Primary Years Programme (PYP)

The International Baccalaureate (IB) Programme is a highly coordinated course of study linking Humanities, Science, Mathematics, Languages, and Community Service. Curriculum in the IB Diploma Programme incorporates standards that assume a high level of aptitude and achievement.

The Primary Years Programme (PYP) is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subject areas, as well as transdisciplinary skills, with a powerful emphasis on inquiry.

The PYP is flexible enough to accommodate the demands of most national or local curriculums and provides the best preparation for students to engage in the IB Middle Years Programme.

The IB Learner concept is aimed to develop internationally minded people who, recognizing the common humanity and shared guardianship of the planet help to create a better and more peaceful world.

IB Learners strive to be:

- Inquirers
- Open-minded
- Knowledgeable
- Caring
- Thinkers
- Risk-takers
- Communicators
- Balanced
- Principled
- Reflective

The IB Primary Years Programme:

- addresses students' academic, social and emotional well-being
- encourages students to develop independence and to take responsibility for their own learning
- supports students' efforts to gain understanding of the world and to function comfortably within it
- helps students establish personal values as a foundation upon which international-mindedness will develop and flourish
- The six subject areas identified within the IB Primary Years Programme
 - language
 - mathematics
 - science
 - social studies
 - arts
 - personal, social and physical education

EXHIBIT "B"

INTERNATIONAL BACCALAUREATE PROGRAMME

Treasure Island Elementary School

Average yearly program cost for Primary Years Program (PYP)

Primary Years Program (PYP) Grades Pre-K - 5

Description	Annual Cost
IB Coordinator	\$73,000
Professional Development (20 Teachers x \$1,800)	\$36,000
IB Dues and Fees	\$8,500
Substitute Cost \$106/Day (20 Teachers x 3 Days = 60 Days)	\$6,360
Books and Curricular Materials	\$6,140
TOTAL	\$130,000

***The total annual program amount of \$130,000 is a recurring expense.

Section 3. Program Evaluation

The Board shall yearly provide the Village with an expense schedule under Exhibit B, detailing requested funds for training, salaries and any other cost center. ~~Starting in 2013-2014 School Year and for subsequent years,~~ The District shall provide to the Village its funding request in writing for continuation of the International Baccalaureate Program based on projected estimated costs. If no projected increase from the prior year is requested, the Village shall provide its approval in writing within 45 calendar days of the date of submittal of this information by the District, and disburse the funds to the Board ~~no later than October 31st of each year and thereafter, as follows.~~ Funds for the 2016-2017 School Year and for subsequent years shall be due quarterly in four (4) equal installments due on October 31, January 31, April 30, and July 31 of each year. If the District presents and substantiates an increase in the allocation, the Village shall approve the increase as submitted, approve a lesser increase or disburse the funds to the Board no later than 45 calendar of the date of the request, and disburse the funds to the Board no later than October 31st of each year and thereafter, provided however that the Village disbursement to the Board shall not be less than the funds disbursed in year one. Where the Village has disapproved the request for an increase in the allocation by the Board or an increase presenting a lesser amount than requested, the District shall have the right but not the obligation to make programmatic reductions accordingly for the ensuing school year. The Parties shall mutually evaluate the achievement outcomes of the International Baccalaureate Program set forth in this agreement annually. Exhibit B Average Yearly Program Cost for Primary Years Program (PYP) is attached hereto and incorporated by referenced to this agreement.

This agreement will include the continuation of the program in 2012-2013, 2016-2017, 2017-2018, and 2018-2019 school years, and the continuation of the program in the 2013-2014, provided the Village provides funding as specified above.

Section 4. Resolution of Disputes

In the event of a dispute relating to this Agreement, the Parties shall seek an amicable resolution through meeting of their respective representatives. In the event that no resolution is agreed upon, each Party may seek resolution by following the dispute resolution procedures specified in Chapter 164, Florida Statutes.

Section 5. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Village, ("Effective Date"), and shall remain in full force and effect for the 2013~~6~~⁷-2014~~7~~⁸ school year. After the Effective Date, this Agreement may be cancelled for the 2013~~7~~⁸ – 2014~~8~~⁹ school year by either Party with thirty (30) days prior written notice prior to implementation and receipt of funds. ~~For subsequent years this agreement may be amended in writing by both parties to include the 2014-2015 school year.~~

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**PROGRAM GRANT AGREEMENT
WITH NORTH BAY VILLAGE
FOR THE
INTERNATIONAL BACCALAUREATE PROGRAM
AT
TREASURE ISLAND ELEMENTARY SCHOOL**

This Program Grant Agreement for the Treasure Island Elementary School International Baccalaureate Program ("Agreement") is entered into this ___ day of _____, 2013~~6~~, by and between North Bay Village a Florida municipal corporation (hereinafter referred to as the "-Village-"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board" or "School District" or "MDCPS"). The Village -and the School Board shall each be referred to herein as "Party", and collectively as "Parties."

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Village agree as follows:

Section 1. Implementation of International Baccalaureate Program at Treasure Island Elementary School

(a) The School Board and the Village agree that ~~commencing the school year of 2012-2013,~~ the parties hereto shall continue to implement the Treasure Island Elementary International Baccalaureate Program ("the Program").

(b) The School Board agrees, subject to the availability of funding as set forth in Section 2 below, to support the implementation of the International Baccalaureate (IB) Program at Treasure Island Elementary School.

Section 2. Funding

(a) The Village agrees to provide funding as specified below in Section 3 in the amount of \$130,000, to the school district as a one-time payment for in order the to continue the implementation of the International Baccalaureate Program for the ~~2012-2013~~2016-2017, 2017-2018, and 2018-2019 School Years. ~~Notwithstanding the foregoing, r~~Recognizing the IB Program requires annual funding, the District will discontinue the Program at any time if no further funding is committed by the Village for future years. ~~These funds shall be transferred to the Board via wire transfer no later than thirty days after the execution of this agreement.~~ Exhibit A Program Description is attached hereto and incorporated by reference to this agreement.

~~(b) The School Board shall invoice the Village upon the execution of this Agreement to receive the one-payment of \$130,000, as provided above, for the implementation of the International Baccalaureate Program.~~

Section 6. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 7. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Honorable Connie Leon Kreps
Mayor, North Bay Village
1700 Kennedy Causeway
North Bay Village, FL 33141
Phone: 305-756-7171
Fax: 305-756-7722

cc: ~~Nina Bonske, Esq.~~
~~Robert L. Switkes, P.A.~~
Village Attorney, North Bay Village
~~Weiss, Serota, Helfman, Pastoriza-Cole & Boniske~~
~~Robert L. Switkes & Associates, P.A.~~
~~407 Lincoln Road, Penthouse Southeast~~
~~Miami Beach, Florida 33139-3008~~
~~2525 Ponce De Leon Blvd.,~~
Suite 700
Coral Gables, , Florida 33134
Phone: (305) 854-2323

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

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Title and Paragraph headings are for convenient reference and are not intended to

**PROGRAM GRANT AGREEMENT
WITH NORTH BAY VILLAGE
FOR THE
INTERNATIONAL BACCALAUREATE PROGRAM
AT
TREASURE ISLAND ELEMENTARY SCHOOL**

This Program Grant Agreement for the Treasure Island Elementary School, International Baccalaureate Program ("Agreement") is entered into this 9th day of September, 2013, by and between North Bay Village a Florida municipal corporation (hereinafter referred to as the ("Village"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board" or "School District" or "MDCPS"). The Village and the School Board shall each be referred to herein as "Party", and collectively as "Parties."

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Village agree as follows:

Section 1. Implementation of International Baccalaureate Program at Treasure Island Elementary School

(a) The School Board and the Village agree that commencing the school year of 2012-2013, the parties hereto shall implement the Treasure Island Elementary International Baccalaureate Program ("the Program").

(b) The School Board agrees, subject to the availability of funding as set forth in Section 2 below, to support the implementation of the International Baccalaureate (IB) Program at Treasure Island Elementary School.

(c) Exhibit "A" Program Description is attached hereto and incorporated by reference into this agreement.

Section 2. Funding

(a) The Village agrees to provide funding in the amount of \$130,000.00 to the school district as a one-time payment for the implementation of the International Baccalaureate Program for the 2012-2013 School Year. Notwithstanding the foregoing, recognizing the IB Program requires annual funding, the District will discontinue the Program at any time if no further funding is committed by the Village for future years. These funds shall be transferred to the Board via wire transfer no later than thirty days after the execution of this agreement.

(b) The School Board shall invoice the Village upon the execution of this Agreement to receive the one-payment of \$130,000.00, as provided above, for the implementation of the International Baccalaureate Program.

Section 3. Program Evaluation

The Board shall yearly provide the Village with an expense schedule under Exhibit "B", detailing requested funds for training, salaries and any other cost center. Starting in 2013-2014 School Year and for subsequent years, the District shall provide to the Village its funding request in writing for continuation of the International Baccalaureate Program based on projected estimated costs. If no projected increase from the prior year is requested, the Village shall provide its approval in writing within 45 calendar days of the date of submittal of this information by the District. Funds for the 2013-2014 School Year and for subsequent years shall be due quarterly in four (4) equal installments due on October 31, January 31, April 30, and July 31 of each year. If the District presents and substantiates an increase in the allocation, the Village shall approve the increase as submitted, approve a lesser increase or disapprove the request no later than 45 calendar of the date of the request. Where the Village has disapproved the request for funds, or disapproved an increase in the allocation by the Board or approved an increase presenting a lesser amount than requested, the District shall have the right but not the obligation to make programmatic reductions accordingly for the ensuing school year. The Parties shall mutually evaluate the achievement outcomes of the International Baccalaureate Program set forth in this agreement annually. Exhibit "B" Average Yearly Program Cost for Primary Years Program (PYP) is attached hereto and incorporated by referenced to this agreement.

This agreement will include the 2012-2013 school year and the continuation of the program in the 2013-2014, 2014-2015, and 2015-2016 school years, provided the Village provides funding as specified above.

The District shall present a report an annual report to the Village Commission after the close of school year with periodic updates throughout the school year.

Section 4. Resolution of Disputes

In the event of a dispute relating to this Agreement, the Parties shall seek an amicable resolution through meeting of their respective representatives. In the event that no resolution is agreed upon, each Party may seek resolution by following the dispute resolution procedures specified in Chapter 164, Florida Statutes.

Section 5. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Village, ("Effective Date"), and shall remain in full force and effect for the 2013-2014 school year, 2014-2015 school year, and the 2015-2016 school year. After the Effective Date, this Agreement may be cancelled for the 2013-2014 school year by either Party with thirty (30) days prior written notice prior to implementation and receipt of funds. For subsequent years this agreement may be renewed for an additional term of three (3) school years in writing by both parties.

Section 6. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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Honorable Connie Leon Kreps
Mayor, North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141
Phone: 305-756-7171
Fax: 305-756-7722

cc: Nina Boniske, Esq.
Village Attorney, North Bay Village
Weiss, Serota, Helfman, Pastoriza Cole & Boniske
2525 Ponce De Leon Blvd..
Suite 700
Coral Gables, , Florida 33134
Phone: (305) 854-2323

Superintendent
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Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Exhibit "A" Program Description is attached hereto and incorporated by reference to this agreement.

Section 8. Merger Clause

This Agreement, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein.

Section 9. Assignment

Neither Party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Enforcement of Agreement; Venue

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This Agreement is solely for the benefit of the Board and the Village and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Village any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Village, and their respective representatives, successors, and assigns.

Section 13. Indemnification

To the fullest extent permitted by law, the parties indemnify and hold harmless each other and its employees.

The indemnification provisions of this AGREEMENT are not applicable to AGREEMENTS executed by state agencies or subdivisions, as defined under §768.28, Fla. Stat. or any other Florida statute applicable to sovereign immunity

Section 14. Access to Records/Florida's Public Records Laws

This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes.

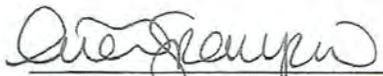
IN WITNESS WHEREOF, this Program Grant Agreement for the International Baccalaureate Program at Treasure Island Elementary School has been executed by and on behalf of North Bay Village I and the School Board of Miami-Dade County, Florida, on this 9th day of September, 2013.

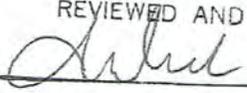
The School Board of Miami-Dade County, Florida

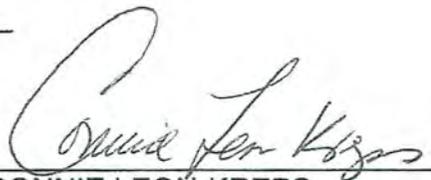
By: 
~~Alberto M. Carvalho~~ Ms. Marie L. Izquierdo
~~Superintendent of Schools~~ Designee

Date: 9/16/13

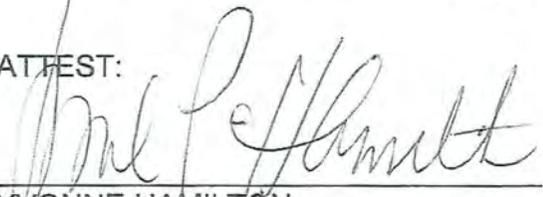
TO THE SCHOOL BOARD
Approved as to form and legal sufficiency:

 9/13/13
School Board Attorney
RISK MANAGEMENT
REVIEWED AND APPROVED

, 9/16/13

By: 
CONNIE LEON-KREPS,
MAYOR

ATTEST:


YVONNE HAMILTON
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE VILLAGE OF
NORTH BAY

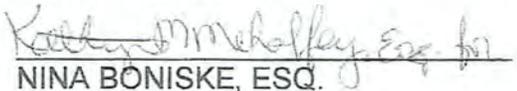

NINA BONISKE, ESQ.
VILLAGE ATTORNEY

EXHIBIT "A"

International Baccalaureate (IB) - Primary Years Programme (PYP)

The International Baccalaureate (IB) Programme is a highly coordinated course of study linking Humanities, Science, Mathematics, Languages, and Community Service. Curriculum in the IB Diploma Programme incorporates standards that assume a high level of aptitude and achievement.

The Primary Years Programme (PYP) is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subject areas, as well as transdisciplinary skills, with a powerful emphasis on inquiry.

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The IB Learner concept is aimed to develop internationally minded people who, recognizing the common humanity and shared guardianship of the planet help to create a better and more peaceful world.

IB Learners strive to be:

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The IB Primary Years Programme:

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- encourages students to develop independence and to take responsibility for their own learning
- supports students' efforts to gain understanding of the world and to function comfortably within it
- helps students establish personal values as a foundation upon which international-mindedness will develop and flourish
- The six subject areas identified within the IB Primary Years Programme
 - language
 - mathematics
 - science
 - social studies
 - arts
 - personal, social and physical education

EXHIBIT "B"

INTERNATIONAL BACCALAUREATE PROGRAMME

Treasure Island Elementary School

Average yearly program cost for Primary Years Program (PYP)

Primary Years Program (PYP) Grades Pre-K - 5

Description	Annual Cost
IB Coordinator	\$73,000
Professional Development (20 Teachers x \$1,800)	\$36,000
IB Dues and Fees	\$8,500
Substitute Cost \$106/Day (20 Teachers x 3 Days = 60 Days)	\$6,360
Books and Curricular Materials	\$6,140
TOTAL	\$130,000

***The total annual program amount of \$130,000 is a recurring expense.



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Dr. Solomon C. Stinson, Chair
Perla Tabares Hantman, Vice Chair
Agustin J. Barrera
Renier Diaz de la Portilla
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Martin Stewart Karp
Ana Rivas Logan
Dr. Marta Pérez

September 20, 2013

Mr. Bert Wrains
Finance Director
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

INVOICE

Dear Mr. Wrains,

In accordance with The Program Grant Agreement, North Bay Village agrees to provide funding in the amount of \$130,000.00 as a one-time payment for the implementation of the "Treasure Island Elementary School International Baccalaureate Program", program number 47600000 during the 2012 – 2013 school year.

Please remit payment to The School Board of Miami-Dade County, Florida along with a copy of this invoice.

The School Board of Miami-Dade County, Florida
Office of Treasury Management
1450 N.E. 2nd Avenue, Suite #615
Miami, FL 33132

Total Amount Due \$ 130,000.00

If you need any additional information, please contact Ms. Shaina Rodriguez at (305) 995-2272 or via email to srodriguez8@dadeschools.net. We want to express our appreciation for your support of the School District in this endeavor.

Submitted by:



Signature

09/20/13

Date

Shaina A. Rodriguez

Name (print)

ERP Analyst

Title

Reviewed By: Soraya Guerra, Director Soraya Guerra

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO JOIN THE MIAMI BEACH CHAMBER OF COMMERCE; AUTHORIZING THE VILLAGE MANAGER TO COMPLETE THE REQUIRED APPLICATION; NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS; AUTHORIZING EXPENDITURE OF FUNDS FOR THE MEMBERSHIP FEE FROM THE GENERAL FUND UNASSIGNED FUND BALANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)

WHEREAS, the Village desires to join the Miami Beach Chamber of Commerce at the Pillar membership level for an annual membership fee of \$5,200; and

WHEREAS, Pillar membership will be afforded to all five (5) members of the Commission; and

WHEREAS, the Miami Beach Chamber of Commerce is responsible for building partnership among municipalities and other organizations to establish the healthcare program in Treasure Island Elementary School; and

WHEREAS, the actual value that the Miami Beach Chamber of Commerce have been able to deliver to the children of Treasure Island Elementary School exceeds \$100,000 per year; and

WHEREAS, the Miami Beach Chamber of Commerce offers over 250 opportunities per year for its members to meet with other business officials and help foster business relationships; and

WHEREAS, the Village Commission finds that joining the Miami Beach Chamber of Commerce is in the best interest and general welfare of the community.

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Miami Beach Chamber of Commerce Membership: The Village Manager is authorized to submit an application to the Miami Beach Chamber of Commerce for the Pillar level membership effective June 1, 2016.

Section 3. Authorization of Expenditure: The Village Manager is authorized to transfer \$5,200 from the General Fund Unassigned Fund Balance to the expense line item: 001.11.011.5405-Dues and Memberships for the Miami Beach Chamber of Commerce annual membership fee.

Section 4. Miami Beach Chamber of Commerce Board of Governors:
_____ is hereby designated to represent the Village on the Board of Governors.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 10th day of May 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Miami Beach Chamber of Commerce Membership.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 2, 2016
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Commissioner Eddie Lim
SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO JOIN THE MIAMI BEACH CHAMBER OF COMMERCE; AUTHORIZING THE VILLAGE MANAGER TO COMPLETE THE REQUIRED APPLICATION; NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS; AUTHORIZING EXPENDITURE OF FUNDS FOR THE MEMBERSHIP FEE FROM THE GENERAL FUND UNASSIGNED FUND BALANCE; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

SPONSOR RESERVATION DECK

THE MIAMI BEACH CHAMBER OF COMMERCE



SATURDAY ♦ MAY 7TH ♦ 2016 | FONTAINEBLEAU MIAMI BEACH

HONORING



STUART BLUMBERG
City National Bank Miami Beach High
Alumni Outstanding Achievement Award



STANLEY WHITMAN
Leonard A. "Doc" Baker
Lifetime Achievement Award



DAVID EDELSTEIN
Excellence in Tourism Award



PIERLUIGI GAZZOLO
Corporate Citizen of the Year Award



JONATHAN PLUTZIK
Jan Pfeiffer
Distinguished Service Award



94th ANNUAL DINNER GALA & SILENT AUCTION

ABOUT THE MIAMI BEACH CHAMBER OF COMMERCE DINNER GALA & SILENT AUCTION

Last year, over 1,200 of the most influential Miami Beach business professionals joined the Miami Beach Chamber for an evening to honor local icons for their outstanding contributions to the Miami Beach community. The honorees for last year's gala included Stanley Tate for the Lifetime Achievement Award, The Lieberman Family for the Excellence in Tourism Award, Rabbi Gary Glickstein for the Distinguished Service Award and Bernie Yuman for the City National Bank Hi-Tides Outstanding Achievement Award.

In addition to the dinner, there is a pre-function area which includes cocktails and mingling with a silent auction displaying over 250 items each year, including trips around the world, special entertainment packages, local getaways and restaurant packages, and more. We are always looking for experiences that people cannot purchase in order for your business to get the best exposure.

After the program, the fun continues as the lobby is transformed again into a dessert and after party sponsored by City National Bank. The auction occurs during the cocktail hour, the award ceremony is during the dinner, and the fun continues with the dessert after party. All 1,200 attendees enter into a separate room for dancing, dessert, and to celebrate the evening.

A Commemorative Program Book will once again be created for every Gala guest as a keepsake of this evening. The beautifully bounded high gloss journal will pay tribute to the iconic individuals being honorees at our 94 Annual Dinner Gala on May 7th, 2016.

Included in this packet is information about sponsorship opportunities for the event as well as the cost and technical specifications necessary to reserve the space for your message in the Commemorative Program Book.



Warren Henry VIACOM



THANK YOU FOR YOUR SUPPORT.
WE LOOK FORWARD TO CELEBRATING WITH YOU!

ABOUT MIAMI BEACH CHAMBER OF COMMERCE

The Miami Beach Chamber of Commerce was formed in 1921 to promote the economic well-being of Miami Beach's citizens, to improve the quality of life for the entire community, and to communicate the view of the business community on major issues of public policy.

ABOUT MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION

The purpose of the Miami Beach Chamber of Commerce's Education Foundation is to bring together the strengths and resources of the community to support the needs of public education in Miami Beach. To stimulate greater governmental and public awareness and appreciation of the importance of public education in Miami Beach; to encourage greater and more efficient use of governmental and private resources for the development and support of public education in Miami Beach; to encourage and support public education in Miami Beach; to create and support educational opportunities for residents of Miami Beach. The Miami Beach Chamber Education Foundation is a 501C3.



EVENT SPONSORSHIP OPPORTUNITIES

PLATINUM SPONSOR \$20,000+ OFFICIAL GALA SPONSORS

GOLD SPONSORSHIP BENEFITS PLUS

- Company Name/Introduction included in the opening segment of the dinner
- 2- 4-color full screen ad projection with premium placement on the gala screens
- Two Full - Color Page ads with premium placement in the Commemorative Program Book
- Sponsor Name/ Logo featured on all auction collateral
- Limousine transportation for host to and from gala

RECEPTION SPONSOR \$15,000

OPTIONS:
REGISTRATION, COCKTAIL
RECEPTION, AUCTION,
DESSERT & AFTER PARTY

GOLD SPONSORSHIP BENEFITS PLUS

- Company Branding throughout the sponsored area as the host of the function
- 4-color full screen ad projection with premium placement on the screens throughout the sponsored area

GOLD SPONSOR \$10,000

SILVER SPONSORSHIP BENEFITS PLUS

- One Full Page ads with premium placement in the Commemorative Program Book
- Complimentary Valet parking for all table guests
- Company Name/Logo featured on pre and post coverage of the gala
- Company logo on MBCC homepage for the year

SILVER SPONSOR \$5,200

SIGNATURE SPONSORSHIP BENEFITS PLUS

- Half Page ad in the Commemorative Book
- Complimentary Valet parking for host at gala
- One year Pillar Trustee Membership
- Company logo included with your online membership directory listing
- Company name/logo on screens throughout the gala

SIGNATURE SPONSOR \$3,250

- Table with seating for ten guests

INDIVIDUAL TICKET \$325

- Individual Seat

COMMEMORATIVE PROGRAM BOOK ADVERTISING OPPORTUNITIES



100% OF AD PROCEEDS TO BENEFIT: Miami Beach Chamber Education Foundation

ADVERTISING BENEFITS

- BOOK IS DISTRIBUTED TO ALL 1300 GUESTS AND ADDITIONAL BOOKS PROVIDED TO HONOREES
- COMPANY/ADVERTISER TO BE LISTED IN THE POST MIAMI HERALD TRIBUTE AD
- AD TO BE DIGITALLY DISTRIBUTED TO ALL ATTENDEES AND AVAILABLE ONLINE FOR ALL MIAMI BEACH CHAMBER MEMBERS

1/4 PAGE AD
(4.25 IN. X 4.25 IN.)
• B&W - \$350

1/2 PAGE AD
(8.5 IN. X 4.25 IN.)
• B&W - \$600

FULL PAGE AD
(8.5 IN. X 8.5 IN.)
• B&W - \$1,000
• FULL COLOR - \$1,500

COVER PAGES
(8.5 IN. X 8.5 IN.)
• INSIDE BACK COVER - \$3,000
• BACK COVER - \$5,000

RESERVATION FORM



CONTACT NAME _____

COMPANY NAME _____

PHONE _____

EMAIL _____

TYPE OF SPONSORSHIP

EACH SPONSORSHIP INCLUDES A TABLE FOR TEN (10) GUESTS

- PLATINUM SPONSOR \$20,000+
- GOLD SPONSOR \$10,000
- SILVER SPONSOR \$5,200
- SIGNATURE TABLE FOR TEN \$3,250
- INDIVIDUAL TICKET \$325

QUANTITY _____

COMMEMORATIVE PROGRAM BOOK AD

¼ PAGE AD (4.25 X 4.25)

B&W \$350

½ PAGE AD (8.5X4.25)

B&W \$600

FULL PAGE (8.5X8.5)

B&W \$1000

FULL COLOR \$2000

COVER PAGES (8.5X8.5)

INSIDE BACK COVER \$3000

BACK COVER \$5000

GUEST NAMES

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

*ALL ADS ARE TO BE SENT TO VALERIE@MIAMIBEACHCHAMBER.COM IN BLACK AND WHITE UNLESS PURCHASED FULL PAGE COLOR. ALL ADS WILL BE VISIBLE IN THE PROGRAM BOOK AS WELL AS PROJECTED THROUGHOUT THE EVENING INSIDE THE BALLROOM. AD DESIGN IS AVAILABLE BY REQUEST TO VALERIE@MIAMIBEACHCHAMBER.COM

PAYMENT OPTIONS

CREDIT CARD

VISA

MASTERCARD

AMEX

NAME ON CARD _____

CARD NUMBER _____

EXPIRATION DATE _____

VCODE _____

BILLING ADDRESS _____

ZIPCODE _____

TOTAL _____

PLEASE PROVIDE AN EMAIL ADDRESS TO OBTAIN A COPY OF YOUR RECEIPT

CHECK (COPY OF CHECK MUST BE FAXED)

NAME ON CHECK _____

TOTAL CHARGE _____

CHECK # _____

TOTAL ATTENDEES _____

RESERVATION NOT GUARANTEED WITHOUT PAYMENT IN FULL. PLEASE COMPLETE FORM AND FAX TO 305.538.4336 OR EMAIL TO VALERIE@MIAMIBEACHCHAMBER.COM. FOR MORE INFORMATION, CONTACT VALERIE AT 786-683-6397.



MEMBERSHIP APPLICATION

All membership applications are subject to approval by the Executive Board of the Miami Beach Chamber of Commerce. The Executive Board determines and approves all memberships in the month after application date and payment.

1920 Meridian Avenue 3rd Floor, Miami Beach, FL 33139 | PH: 305.674.1300 | Fax: 305.538.4336 | www.miamibeachchamber.com

MEMBER PROFILE

Join Date: _____
 Company Name: _____ Primary Contact: _____
 Address: _____ City: _____
 State: _____ Zip: _____ Business/Industry: _____
 Phone: _____ Fax: _____ Mobile: _____
 Email: _____ Website: _____
 Reason for Joining: _____ Number of Employees: _____
 Opt-In for Office Depot (Check Box) Federal ID Number: _____

ADDITIONAL INFORMATION

Pillar Trustee Membership allows you to name three additional persons, associated with companies or divisions, or a combination of these, to be listed under your membership, at no additional charge. (General Membership allows only one additional person.)

1. Contact: _____
 Address: (If different from above) _____
 Phone: _____ E-mail: _____

2. Contact: _____
 Address: (If different from above) _____
 Phone: _____ E-mail: _____

3. Contact: _____
 Address: (If different from above) _____
 Phone: _____ E-mail: _____

MEMBERSHIP DUES STRUCTURE

Pillar Trustee: \$2,100.00 (4 Representatives) Main Extra General Business Category: \$600.00 (2 Representatives)
 Pillar Associates or Additional Reps: \$300.00 each Additional Representatives/Listing: \$200.00 each
 Government Employees/Non-Profit/Schools: \$260.00 Retired/Social Membership: \$260.00

PAYMENT INFORMATION

Annual Membership Investment: \$ _____
 plus Administrative Fee (one time fee) \$ 50.00
 Total: \$ _____

Payment Method:
 Cash Check Visa Master Card AMEX Discover
 Check Payable to: **Miami Beach Chamber of Commerce** Federal ID# **59-0358295**
 Credit Card # _____
 Cardholder's Name: _____
 Exp. Date: _____ V-Code: _____ Zip: _____

DISCLAIMER: In entering this transaction with the Miami Beach Chamber of Commerce, the undersigned acknowledges and affirms on his/her own behalf as well as that of their organization that they did so of their own volition to support the work and mission of the Chamber, for no other purpose disclosed or otherwise, and specifically not to influence any elected or government official or candidate for office. The undersigned also acknowledges that this Credit Card will be automatically used for renewal on your anniversary join date unless 30 days notice is given.

Signature: _____ Date: _____

AUTOMATIC CREDIT CARD BILLING AUTHORIZATION

The Miami Beach Chamber of Commerce will automatically renew your membership on your anniversary join date, including continuous charges as filled out on your automatic credit card authorization section.

Amount: \$ _____
 Frequency: Monthly (Pillar Members Only) Quarterly Semiannually
 Start Billing On: ____ / ____ / ____

The undersigned acknowledges that this Credit Card will be automatically used for renewal on your anniversary join date.
 Signature: _____ Date: _____

FOR OFFICE USE ONLY:

Staff Rep: _____
 Referred By: _____
 Date Submitted: ____ / ____ / ____
 Renewal:
 Log:
 Welcome Letter:
 Chamber Bucks:
 Finance:
 Database:
 Welcome Email:
 Call:
 Social Media:

This application must be fully completed before submittal

(To complete your application, please fill out survey on the back)

Miami Beach Chamber Survey

1920 Meridian Avenue 3rd Floor, Miami Beach, FL 33139 | PH: 305.674.1300 | Fax: 305.538.4336 | www.miamibeachchamber.com

1. How did you find our Chamber?

- Referral (by whom) _____
- Contacted by Chamber Staff
- Came to an event
- Internet
- Other _____

2. Have you met with Chamber Staff regarding Business Development?

- Yes
- No

3. Have you attended any of our Council meetings?

- Advocacy Council
- Education Council
- Emerging Leadership Council
- Global Business Access Council
- Health and Wellness Council
- Law Council
- Real Estate Council
- Sustainability Council
- Tourism & Hospitality Council
- Women's Business Council
- None – In the space below, please Indicate which you are interested in:

4. Which benefits do you plan on taking advantage of?

- Ambassador Program
- Chamber Database Access
- Chambermaster Profile
- Events & Promotions Newsletter
- Member in the News
- Miami Beach Community Newspaper
- Office Depot – up to 30% Discount
- Radio Show
- Social Media

5. What else can we do to bring value to your new Chamber Membership?

Submit

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

WHEREAS, the Commission of North Bay Village, Florida, strongly opposes the practice of economic discrimination and boycotts of nations or countries, or of persons and/or entities on the basis of race, color, religion, gender, or national origin; and

WHEREAS, the Commission of North Bay Village desires to protect the interests of its citizens by ensuring that the Village will not be a party to such discriminatory business practices and boycotts, and that procurement contracts are protected from the practical and legal instability inherent in agreements with parties that support or engage in such discriminatory practices.

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

Section 1. Village Code Amended. Section 36.25 of the North Bay Village Code is amended to read as follows¹:

§ 36.25 - Procurement requirements.

- (A) *Purpose.* The purpose of this procurement code is to maximize the purchasing value of public funds in the procurement of goods and services, to provide safeguards for maintaining a procurement system of quality and integrity, and to provide for the fair and equitable treatment of all persons involved in purchasing by North Bay Village.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.
Additions shown by Underlining and deletion shown by ~~striketrough~~.

This Code applies to contracts for the purchase of goods and services, and, to the maximum extent feasible, to the granting of franchises after the effective date of the adopting ordinance. When procurement involves the expenditure of federal, State or county funds, the procurement shall be conducted in accordance with any mandatory applicable law and grant contract terms. Nothing in this code shall prevent the Village from complying with the terms and conditions of any grant, gift, or bequest that is consistent with applicable law.

- (B) *Responsibilities of the Village Manager.* The Village Manager shall act as the Village's purchasing agent and have exclusive control over the purchase of all goods and services, and approve all vouchers for the payment of goods and services.

The Village Manager shall be responsible for the development of procurement specifications, contract administration, inspection of vendor books and records, and inspection and acceptance of goods and services.

The Village Manager shall also be responsible for the management and disposal of surplus property. The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

- (C) *Methods of procurement.* All contracts of the Village shall be awarded by competitive sealed bidding except as provided by paragraph (E) (competitive sealed proposals), paragraph (F) (contracting for designated professional services), paragraph (G) (small purchases), paragraph (H) (sole source procurement), paragraph (I) (emergency procurement) and (J) ("Piggy back" purchases).

- (D) *Competitive sealed bidding.*

- (1) *Invitation to bid.* An invitation to bid shall be issued and shall include specifications and all material contract terms and conditions.
- (2) *Public notice.* Adequate public notice of the invitation to bid shall be given a minimum of 14 calendar days prior to the date set for the opening of bids, or as otherwise provided by law. The notice shall be published in a newspaper of general circulation and posted on the official public notice bulletin board in Village Hall. The invitation to bid and notice shall state the place, date and time of bid opening.
- (3) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Village Manager deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection.
- (4) *Bid acceptance and bid evaluation.* Bids shall be accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

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Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

(5) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before bid opening is permitted. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation to bid prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids shall be permitted. A low bidder alleging a clerical mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document and the bidder submits convincing evidence that a mistake was made.

(6) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.

(7) *Bonds.*

(a) *Construction contracts greater than \$50,000.00.* For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:

1. A bid guarantee equal to five percent of the bid price;
2. A performance bond for 100 percent of the contract price; and
3. A payment bond for 100 percent of the contract price.

(b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

(E) *Competitive sealed proposals.*

(1) *Conditions for use.* When the Village Manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Village, a contract may be entered into by use of the competitive sealed proposals method. An adequate number of sources shall be solicited.

(2) *Request for proposals.* Proposals shall be solicited through a request for proposals (RFP) or similar method (RFQ, RFLI, etc.), all of which shall be referred to in this ordinance as RFPs. The intent being that the Village Manager shall choose the most appropriate alternative. The RFP shall clearly identify the relative importance of price and other evaluation factors, and the weight given to each factor. A process for fairly and thoroughly evaluating the proposals shall be established before the solicitation is issued.

(3) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in subparagraph (D)(2) (competitive sealed bidding, public notice) except the period may be longer or shorter if the Village Additions shown by Underlining and deletion shown by ~~strikethrough~~.

Manager so states in the specifications or as otherwise required by law. Except when required by state law, the Village may, in lieu of the newspaper advertisement required by this section, publish the public notice on the Village web site and the official bulletin board in Village Hall.

- (4) *Proposal opening.* Competitive sealed proposals shall be publicly opened by the Village Clerk or designee.
 - (5) *Negotiations.* The request for proposals may provide that negotiations be conducted with responsible offerors who submit proposals determined to be reasonably acceptable for selection for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors until award is finalized.
 - (6) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.
- (F) *Contracting for designated professional services.*
- (1) *Authority.* In procuring architectural, engineering, landscape architectural, surveyor services, or other professional services as defined in F.S. § 287.055(2). The Village Manager shall comply with the requirements of the Consultant's Competitive Negotiation Act, (CCNA), F.S. § 287.055 or other Florida Statutes that require the use of the CCNA requirements.
- (G) *Small purchases.*
- (1) *General.* Any contract not exceeding \$15,000.00 over the life of the contract may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.
 - (2) *Small purchases of \$5,000.00 or less.* The Village Manager shall have the discretion to purchase goods and services that do not exceed \$5,000.00 in the manner he or she deems most appropriate.
 - (3) *Small purchases over \$5,000.00.* The Village Manager shall purchase goods and services in excess of \$5,000.00 but that do not exceed \$15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process within the last 24-month period by another governmental entity or public agency in the State of Florida. Award shall be made to the business offering the lowest acceptable quotation.

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The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record.

- (H) *Sole source procurement.* A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Village Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract.
- (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 F.S. § 255.20. 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.
- (J) *"Piggy back" purchases.* A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.
- (K) *Not for profit government related organizations.* The Village may enter into a contract for goods or services from a governmental related professional organization without the requirement for the competitive bidding process. Organizations that the Village can contract for goods or services include (but are not limited to) the Federal, State and County League of Cities, the state and national professional organizations of the City Managers, City Attorneys, City Clerks, City Planners and Finance Officers Associations, and Florida Sheriffs' Association.
- (L) *Best interest of Village.* The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.
- (M) *Other exceptions.* With the approval of the Village Manager, the following supplies and services may be procured without competition, subject to the requirements of this Code:
 - (1) Servicing or warranty work of equipment by an authorized dealer or representative when work by another party would void a warrantee or guarantee;
 - (2) Renewal of software licenses;
 - (3) Used equipment and machinery;Additions shown by Underlining and deletion shown by ~~strikethrough~~.

- (4) Advertising in newspapers, periodicals and related publications, television, radio and billboards;
- (5) Commodities available only from the federal government, the State of Florida or Florida local governments;
- (6) Fees, including medical fees and physician fees;
- (7) Freight, storage charges, and demurrage;
- (8) Licenses;
- (9) Membership in professional, trade and other similar associations;
- (10) Postage;
- (11) Published books, manuals, maps, periodicals, films, technical pamphlets, CDs, DVDs, and copyrighted educational aids for use in libraries and for other informational and instructional purposes in instances in which other applicable law does not provide a restrictive means for the acquisition of them;
- (12) Real property;
- (13) Services of visiting speakers, lecturers, facilitators, and performing artists;
- (14) Utility services, the rates for which are subject to regulation by a county, state or federal regulatory agency.

(N) *Miscellaneous provisions.*

- (1) If less than three responsive bids or proposals in response to a bid or an RFP or other competitive sealed proposal are received, the Village Manager may either: (a) reject the bids or proposals, change the bid specifications, evaluation criteria, or other material terms and conditions and re-solicit the procurement; or, (b) negotiate the best terms and conditions with the responsive bidders or proposers. The Village Manager shall document the reasons that negotiating with the responsive bidders or proposers is in the best interest of the Village in lieu of re-soliciting competitive sealed bids or proposals.
- (2) The Village Manager may create a selection committee to evaluate proposers' statements of qualifications, responses to RFPs, design-build proposals and franchise proposals. Members of the selection committee may be department heads or employees of departments charged with responsibility relating to the procurement, planning, building and engineering consultants to the Village, and other persons who possess the professional or business expertise to evaluate the qualifications and proposals.

The selection committee will evaluate and rank proposers, and make a written report and recommendation to the Village manager.

- (O) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Village. The reasons for

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cancellation shall be made part of the purchasing file. Each solicitation issued by the Village shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Village. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any further procurement of similar items. Reasons for rejection shall be provided upon request to any unsuccessful bidders or offerors.

(P) *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Village Manager. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the purchasing file and be made a public record.

(Q) *Contract clauses and their administration.*

(1) *Contract clauses.* All contracts for goods and services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. Contract clauses may address, among others, the following subjects:

- (a) The unilateral right of the Village to order in writing changes in the work within the scope of the contract;
- (b) The unilateral right of the Village to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) Variations occurring between estimated quantities of work in contract and actual quantities;
- (d) Defective pricing;
- (e) Liquidated damages;
- (f) No damages for delay by the Village;
- (g) Specified excuses for delay or nonperformance;
- (h) Termination of the contract for default;
- (i) Termination of the contract due to unavailability of funds in succeeding fiscal periods;
- (j) Termination of the contract in whole or in part for the convenience of the Village;
- (k) Suspension of work on a construction project ordered by the Village; and
- (l) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

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- (i) When the contract is negotiated;
 - (ii) When the contractor provides the site or design; or
 - (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions.
- (2) *Standard clauses and their modification.* The Village Manager, after consultation with the Village Attorney, may establish standard contract clauses for use in Village contracts.
- (R) *Contract administration.* A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the Village Manager.
- (S) *Village procurement records.*
 - (1) *Purchasing file.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Village in a purchasing file by the Village Clerk.
 - (2) *Retention of procurement records.* All procurement records shall be retained and disposed of by the Village in accordance with the records retention guidelines and schedules approved by the Florida Department of State.
- (T) *Bid protests.*
 - (1) *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Commission. Protestors must seek resolution of their complaints initially with the Village Manager. A protest of a solicitation of an invitation to bid or request for proposals shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within ten days of the award of the contract.
 - (2) *Stay of procurements during protests.* In the event of a timely protest under this paragraph, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Village Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.
 - (3) *Protest bond.* A protestor shall post a protest bond, equal to 15 percent of the bid amount, payable to the Village in the event the protest is denied.
- (U) *Contract claims.*

Additions shown by Underlining and deletion shown by ~~striketrough~~.

- (1) *Decision of the Village Manager.* All claims by a contractor against the Village relating to a contract shall be submitted in writing to the Village Manager for a decision. The contractor may request a conference with the Village Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) *Notice to the contractor of the Village Manager's decision.* The decision of the Village Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (U)(3).
- (3) *Finality of Village Manager's decision; contractor's right to appeal.* The Village Manager's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a written appeal with the Village Commission. The contractor must exhaust these administrative remedies before petitioning the circuit court for review of the Village's administrative decision.
- (4) *Failure to render timely decision.* If the Village Manager does not issue a written decision regarding any contract controversy within ten days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

(V) Non-discrimination; contract requirements; waiver.

- (1) Definitions. For the purpose of this section, the term “boycott” means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.
- (2) Non-discrimination Contract Requirements. The Village shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section. The Village Commission may, in its sole discretion, elect to waive the requirements of this section, section 36.25(V)(2), upon a 4/5 affirmative vote when the Village Commission deems the waiver necessary for the health, safety, or welfare of the Village.

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

Section 4. Codification. This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 5. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading was offered by _____; seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

DULY PASSED AND ADOPTED this ___ day of _____ 2016.

Connie Leon-Kreps
Mayor

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Non-Discriminatory Practice in Procurement or Equal Rights

Additions shown by Underlining and deletion shown by ~~strikethrough~~.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

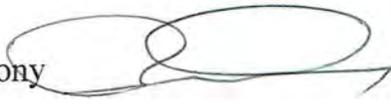
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 1, 2016

TO: Yvonne P. Hamilton
Village Clerk

FROM: Commissioner Richard Chervony 

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

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1
2 An act relating to scrutinized companies; creating s.
3 215.4725, F.S.; providing definitions; requiring the
4 State Board of Administration to identify all
5 companies that are boycotting Israel or are engaged in
6 a boycott of Israel in which the public fund owns
7 direct or indirect holdings by a specified date;
8 requiring the public fund to create and maintain the
9 Scrutinized Companies that Boycott Israel List that
10 names all such companies; requiring the public fund to
11 provide written notice to a company that is identified
12 as a scrutinized company; specifying the contents of
13 the notice; specifying circumstances under which a
14 company may be removed from the list; prohibiting the
15 acquisition of certain securities of scrutinized
16 companies; prescribing reporting requirements;
17 requiring that certain information be included in the
18 investment policy statement; authorizing the public
19 fund to invest in certain scrutinized companies if the
20 value of all assets under management by the public
21 fund becomes equal to or less than a specified amount;
22 requiring the public fund to provide a written report
23 to the board of trustees of the state board and the
24 Legislature before such investment occurs; specifying
25 required contents of the report; reenacting and
26 amending s. 287.135, F.S., relating to the prohibition
27 against contracting with scrutinized companies;
28 providing a definition; prohibiting a state agency or
29 local governmental entity from contracting for goods

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30 and services that exceed a specified amount if the
31 company has been placed on the Scrutinized Companies
32 that Boycott Israel List; requiring inclusion of a
33 contract provision that authorizes termination of a
34 contract if a company submits certain false
35 certification, has been placed on the scrutinized
36 companies list, or is engaged in a boycott of Israel;
37 providing exceptions; requiring certification upon
38 submission of a bid or proposal for certain contracts,
39 or before a company enters into or renews certain
40 contracts, with an agency or local governmental entity
41 that the company is not participating in a boycott of
42 Israel; providing procedures upon determination that a
43 company has submitted a false certification; providing
44 for civil action; providing penalties; providing
45 attorney fees and costs; providing a statute of
46 repose; prohibiting a private right of action;
47 providing for preemption of conflicting ordinances and
48 rules; revising provisions relating to federal
49 preemption; providing for severability; providing
50 effective dates.

51
52 Be It Enacted by the Legislature of the State of Florida:

53
54 Section 1. Section 215.4725, Florida Statutes, is created
55 to read:

56 215.4725 Prohibited investments by the State Board of
57 Administration; companies that boycott Israel.—

58 (1) DEFINITIONS.—As used in this section, the term:

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59 (a) "Boycott Israel" or "boycott of Israel" means refusing
60 to deal, terminating business activities, or taking other
61 actions to limit commercial relations with Israel, or persons or
62 entities doing business in Israel or in Israeli-controlled
63 territories, in a discriminatory manner. A statement by a
64 company that it is participating in a boycott of Israel, or that
65 it has initiated a boycott in response to a request for a
66 boycott of Israel or in compliance with, or in furtherance of,
67 calls for a boycott of Israel, may be considered by the State
68 Board of Administration to be evidence that a company is
69 participating in a boycott of Israel. The term does not include
70 restrictive trade practices or boycotts fostered or imposed by
71 foreign countries against Israel.

72 (b) "Company" means a sole proprietorship, organization,
73 association, corporation, partnership, joint venture, limited
74 partnership, limited liability partnership, limited liability
75 company, or other entity or business association, including all
76 wholly owned subsidiaries, majority-owned subsidiaries, and
77 parent companies, that exists for the purpose of making profit.

78 (c) "Direct holdings" in a company means all securities of
79 that company that are held directly by the public fund or in an
80 account or fund in which the public fund owns all shares or
81 interests.

82 (d) "Indirect holdings" in a company means all securities
83 of that company that are held in a commingled fund or other
84 collective investment, such as a mutual fund, in which the
85 public fund owns shares or interests, together with other
86 investors not subject to this section or which are held in an
87 index fund.

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88 (e) "Public fund" means all funds, assets, trustee, and
89 other designates under the State Board of Administration
90 pursuant to part I of chapter 121.

91 (f) "Scrutinized companies" means companies that boycott
92 Israel or engage in a boycott of Israel.

93 (2) IDENTIFICATION OF COMPANIES.—

94 (a) By August 1, 2016, the public fund shall make its best
95 efforts to identify all scrutinized companies in which the
96 public fund has direct or indirect holdings or could possibly
97 have such holdings in the future. Such efforts include:

98 1. To the extent that the public fund finds it appropriate,
99 reviewing and relying on publicly available information
100 regarding companies that boycott Israel, including information
101 provided by nonprofit organizations, research firms,
102 international organizations, and government entities;

103 2. Contacting asset managers contracted by the public fund
104 for information regarding companies that boycott Israel; or

105 3. Contacting other institutional investors that prohibit
106 such investments or that have engaged with companies that
107 boycott Israel.

108 (b) By the first meeting of the public fund following the
109 identification of scrutinized companies in accordance with
110 paragraph (a), the public fund shall compile and make available
111 the "Scrutinized Companies that Boycott Israel List."

112 (c) The public fund shall update and make publicly
113 available quarterly the Scrutinized Companies that Boycott
114 Israel List based on evolving information from, among other
115 sources, those listed in paragraph (a).

116 (3) REQUIRED ACTIONS.—The public fund shall adhere to the

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117 following procedures for assembling companies on the Scrutinized
118 Companies that Boycott Israel List.

119 (a) Engagement.—

120 1. The public fund shall immediately determine the
121 companies on the Scrutinized Companies that Boycott Israel List
122 in which the public fund owns direct or indirect holdings.

123 2. For each company newly identified under this paragraph
124 after August 1, 2016, the public fund shall send a written
125 notice informing the company of its scrutinized company status
126 and that it may become subject to investment prohibition by the
127 public fund. The notice must inform the company of the
128 opportunity to clarify its activities regarding the boycott of
129 Israel and encourage the company to cease the boycott of Israel
130 within 90 days in order to avoid qualifying for investment
131 prohibition.

132 3. If, within 90 days after the public fund's first
133 engagement with a company pursuant to this paragraph, the
134 company ceases a boycott of Israel, the company shall be removed
135 from the Scrutinized Companies that Boycott Israel List, and the
136 provisions of this section shall cease to apply to that company
137 unless that company resumes a boycott of Israel.

138 (b) Prohibition.—The public fund may not acquire securities
139 of companies on the Scrutinized Companies that Boycott Israel
140 List, except as provided in paragraph (c) and subsection (6).

141 (c) Excluded securities.—Notwithstanding the provisions of
142 this section, paragraph (b) does not apply to:

143 1. Indirect holdings. However, the public fund shall submit
144 letters to the managers of such investment funds containing
145 companies that boycott Israel requesting that they consider

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146 removing such companies from the fund or create a similar fund
147 having indirect holdings devoid of such companies. If the
148 manager creates a similar fund, the public fund shall replace
149 all applicable investments with investments in the similar fund
150 in an expedited timeframe consistent with prudent investing
151 standards. For the purposes of this section, an alternative
152 investment, as the term is defined in s. 215.4401, and
153 securities that are not publicly traded are deemed to be
154 indirect holdings.

155 2. Exchange-traded funds.

156 (4) REPORTING.—

157 (a) The public fund shall file a report with each member of
158 the Board of Trustees of the State Board of Administration, the
159 President of the Senate, and the Speaker of the House of
160 Representatives which includes the Scrutinized Companies that
161 Boycott Israel List within 30 days after the list is created.
162 This report shall be made available to the public.

163 (b) At each quarterly meeting of the Board of Trustees
164 thereafter, the public fund shall file a report, which shall be
165 made available to the public and to each member of the Board of
166 Trustees of the State Board of Administration, the President of
167 the Senate, and the Speaker of the House of Representatives,
168 which includes:

169 1. A summary of correspondence with companies engaged by
170 the public fund under subparagraph (3)(a)2.;

171 2. All prohibited investments under paragraph (3)(b);

172 3. Any progress made under paragraph (3)(c); and

173 4. A list of all publicly traded securities held directly
174 by the public fund.

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175 (5) INVESTMENT POLICY STATEMENT OBLIGATIONS.—The public
176 fund's actions taken in compliance with this section, including
177 all good faith determinations regarding companies as required by
178 this act, shall be adopted and incorporated into the public
179 fund's investment policy statement as provided in s. 215.475.

180 (6) INVESTMENT IN CERTAIN SCRUTINIZED COMPANIES.—
181 Notwithstanding any other provision of this section, the public
182 fund may invest in certain scrutinized companies if clear and
183 convincing evidence shows that the value of all assets under
184 management by the public fund becomes equal to or less than
185 99.50 percent, or 50 basis points, of the hypothetical value of
186 all assets under management by the public fund, assuming no
187 investment prohibition for any company had occurred under
188 paragraph (3)(b). Cessation of the investment prohibition and
189 any new investment in a scrutinized company is limited to the
190 minimum steps necessary to avoid the contingency described in
191 this subsection. For any cessation of the investment prohibition
192 and new investment authorized by this subsection, the public
193 fund shall provide a written report to each member of the Board
194 of Trustees of the State Board of Administration, the President
195 of the Senate, and the Speaker of the House of Representatives
196 in advance of the new investment, updated semiannually
197 thereafter as applicable, setting forth the reasons and
198 justification, supported by clear and convincing evidence, for
199 its decisions to cease the investment prohibition in scrutinized
200 companies.

201 Section 2. Effective October 1, 2016, section 287.135,
202 Florida Statutes, is reenacted and amended to read:

203 287.135 Prohibition against contracting with scrutinized

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204 companies.-

205 (1) In addition to the terms defined in ss. 287.012 and
206 215.473, as used in this section, the term:

207 (a) "Awarding body" means, for purposes of state contracts,
208 an agency or the department, and for purposes of local
209 contracts, the governing body of the local governmental entity.

210 (b) "Boycott of Israel" has the same meaning as defined in
211 s. 215.4725.

212 (c) ~~(b)~~ "Business operations" means, for purposes
213 specifically related to Cuba or Syria, engaging in commerce in
214 any form in Cuba or Syria, including, but not limited to,
215 acquiring, developing, maintaining, owning, selling, possessing,
216 leasing, or operating equipment, facilities, personnel,
217 products, services, personal property, real property, military
218 equipment, or any other apparatus of business or commerce.

219 (d) ~~(e)~~ "Local governmental entity" means a county,
220 municipality, special district, or other political subdivision
221 of the state.

222 (2) A company is ineligible to, and may not, bid on, submit
223 a proposal for, or enter into or renew a contract with an agency
224 or local governmental entity for goods or services of \$1 million
225 or more if that, at the time of bidding or submitting a proposal
226 for a new contract or renewal of an existing contract, the
227 company:

228 (a) Is on the Scrutinized Companies that Boycott Israel
229 List, created pursuant to s. 215.4725, or is engaged in a
230 boycott of Israel;

231 (b) Is on the Scrutinized Companies with Activities in
232 Sudan List or the Scrutinized Companies with Activities in the

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233 Iran Petroleum Energy Sector List, created pursuant to s.
234 215.473; ~~or~~
235 (c) Is engaged in business operations in Cuba or Syria, ~~is~~
236 ~~ineligible for, and may not bid on, submit a proposal for, or~~
237 ~~enter into or renew a contract with an agency or local~~
238 ~~governmental entity for goods or services of \$1 million or more.~~
239 (3) ~~(a)~~ Any contract with an agency or local governmental
240 entity for goods or services of \$1 million or more entered into
241 or renewed on or after:
242 (a) July 1, 2011, through June 30, 2012, must contain a
243 provision that allows for the termination of such contract at
244 the option of the awarding body if the company is found to have
245 submitted a false certification as provided under subsection (5)
246 or been placed on the Scrutinized Companies with Activities in
247 Sudan List or the Scrutinized Companies with Activities in the
248 Iran Petroleum Energy Sector List.
249 ~~(b) Any contract with an agency or local governmental~~
250 ~~entity for goods or services of \$1 million or more entered into~~
251 ~~or renewed on or after July 1, 2012, through September 30, 2016,~~
252 must contain a provision that allows for the termination of such
253 contract at the option of the awarding body if the company is
254 found to have submitted a false certification as provided under
255 subsection (5), been placed on the Scrutinized Companies with
256 Activities in Sudan List or the Scrutinized Companies with
257 Activities in the Iran Petroleum Energy Sector List, or been
258 engaged in business operations in Cuba or Syria.
259 (c) October 1, 2016, must contain a provision that allows
260 for the termination of such contract at the option of the
261 awarding body if the company:

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262 1. Is found to have submitted a false certification as
263 provided under subsection (5);

264 2. Has been placed on the Scrutinized Companies that
265 Boycott Israel List, or is engaged in a boycott of Israel;

266 3. Has been placed on the Scrutinized Companies with
267 Activities in Sudan List or the Scrutinized Companies with
268 Activities in the Iran Petroleum Energy Sector List; or

269 4. Has been engaged in business operations in Cuba or
270 Syria.

271 (4) Notwithstanding subsection (2) or subsection (3), an
272 agency or local governmental entity, on a case-by-case basis,
273 may permit a company on the Scrutinized Companies that Boycott
274 Israel List, the Scrutinized Companies with Activities in Sudan
275 List or the Scrutinized Companies with Activities in the Iran
276 Petroleum Energy Sector List, or a company with business
277 operations in Cuba or Syria, to be eligible for, bid on, submit
278 a proposal for, or enter into or renew a contract for goods or
279 services of \$1 million or more under the conditions set forth in
280 paragraph (a) or the conditions set forth in paragraph (b):

281 (a)1. With respect to a company on the Scrutinized
282 Companies with Activities in Sudan List or the Scrutinized
283 Companies with Activities in the Iran Petroleum Energy Sector
284 List, all of the following occur:

285 a. The scrutinized business operations were made before
286 July 1, 2011.

287 b. The scrutinized business operations have not been
288 expanded or renewed after July 1, 2011.

289 c. The agency or local governmental entity determines that
290 it is in the best interest of the state or local community to

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291 contract with the company.

292 d. The company has adopted, has publicized, and is
293 implementing a formal plan to cease scrutinized business
294 operations and to refrain from engaging in any new scrutinized
295 business operations.

296 2. With respect to a company engaged in business operations
297 in Cuba or Syria, all of the following occur:

298 a. The business operations were made before July 1, 2012.

299 b. The business operations have not been expanded or
300 renewed after July 1, 2012.

301 c. The agency or local governmental entity determines that
302 it is in the best interest of the state or local community to
303 contract with the company.

304 d. The company has adopted, has publicized, and is
305 implementing a formal plan to cease business operations and to
306 refrain from engaging in any new business operations.

307 3. With respect to a company on the Scrutinized Companies
308 that Boycott Israel List, all of the following occur:

309 a. The boycott of Israel was initiated before October 1,
310 2016.

311 b. The company certifies in writing that it has ceased its
312 boycott of Israel.

313 c. The agency or local governmental entity determines that
314 it is in the best interest of the state or local community to
315 contract with the company.

316 d. The company has adopted, has publicized, and is
317 implementing a formal plan to cease scrutinized business
318 operations and to refrain from engaging in any new scrutinized
319 business operations.

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320 (b) One of the following occurs:

321 1. The local governmental entity makes a public finding
322 that, absent such an exemption, the local governmental entity
323 would be unable to obtain the goods or services for which the
324 contract is offered.

325 2. For a contract with an executive agency, the Governor
326 makes a public finding that, absent such an exemption, the
327 agency would be unable to obtain the goods or services for which
328 the contract is offered.

329 3. For a contract with an office of a state constitutional
330 officer other than the Governor, the state constitutional
331 officer makes a public finding that, absent such an exemption,
332 the office would be unable to obtain the goods or services for
333 which the contract is offered.

334 (5) At the time a company submits a bid or proposal for a
335 contract or before the company enters into or renews a contract
336 with an agency or governmental entity for goods or services of
337 \$1 million or more, the company must certify that the company is
338 not participating in a boycott of Israel, on the Scrutinized
339 Companies with Activities in Sudan List or the Scrutinized
340 Companies with Activities in the Iran Petroleum Energy Sector
341 List, or that it does not have business operations in Cuba or
342 Syria.

343 (a) If, after the agency or the local governmental entity
344 determines, using credible information available to the public,
345 that the company has submitted a false certification, the agency
346 or local governmental entity shall provide the company with
347 written notice of its determination. The company shall have 90
348 days following receipt of the notice to respond in writing and

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349 to demonstrate that the determination of false certification was
350 made in error. If the company does not make such demonstration
351 within 90 days after receipt of the notice, the agency or the
352 local governmental entity shall bring a civil action against the
353 company. If a civil action is brought and the court determines
354 that the company submitted a false certification, the company
355 shall pay the penalty described in subparagraph 1. and all
356 reasonable attorney fees and costs, including any costs for
357 investigations that led to the finding of false certification.

358 1. A civil penalty equal to the greater of \$2 million or
359 twice the amount of the contract for which the false
360 certification was submitted shall be imposed.

361 2. The company is ineligible to bid on any contract with an
362 agency or local governmental entity for 3 years after the date
363 the agency or local governmental entity determined that the
364 company submitted a false certification.

365 (b) A civil action to collect the penalties described in
366 paragraph (a) must commence within 3 years after the date the
367 false certification is submitted.

368 (6) Only the agency or local governmental entity that is a
369 party to the contract may cause a civil action to be brought
370 under this section. This section does not create or authorize a
371 private right of action or enforcement of the penalties provided
372 in this section. An unsuccessful bidder, or any other person
373 other than the agency or local governmental entity, may not
374 protest the award of a contract or contract renewal on the basis
375 of a false certification.

376 (7) This section preempts any ordinance or rule of any
377 agency or local governmental entity involving public contracts

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378 for goods or services of \$1 million or more with a company
379 engaged in scrutinized business operations.

380 (8) The contracting prohibitions in this section applicable
381 to companies on the Scrutinized Companies with Activities in
382 Sudan List or the Scrutinized Companies with Activities in the
383 Iran Petroleum Energy Sector List or to companies engaged in
384 business operations in Cuba or Syria become ~~This section becomes~~
385 inoperative on the date that federal law ceases to authorize the
386 states to adopt and enforce such ~~the~~ contracting prohibitions ~~of~~
387 ~~the type provided for in this section.~~

388 Section 3. If any provision of this act or its application
389 to any person or circumstance is held invalid, the invalidity
390 does not affect other provisions or applications of this act
391 which can be given effect without the invalid provision or
392 application, and to this end the provisions of this act are
393 declared severable.

394 Section 4. Except as otherwise expressly provided in this
395 act, this act shall take effect upon becoming a law.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 132, SECTION 132.07 OF THE VILLAGE CODE REQUIRING DISTRIBUTED HANDBILLS TO BE SECURED; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)

WHEREAS, handbills are consistently distributed throughout North Bay Village in an unsecured manner, resulting in said handbills being blown or drifted and becoming litter; and

WHEREAS, the Village Commission feels that preventing handbills from becoming litter is necessary to protect the health, safety, and general welfare of North Bay Village residents.

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

Section 1: Chapter 132 Amended.

Section 132.07 of the Code of Ordinances of North Bay Village, Florida, is hereby amended to read as follows:

§ 132.07 – Handbills.

(A) *"Handbill" defined.* The term "handbill," as used in this section, means any handbill, dodger, circular, folder, booklet, letter, card, pamphlet, sheet, poster, sticker, banner, notice or other written, printed or painted matter circulated to attract the attention of the public, whether commercial or noncommercial.

(B) *Placing handbills on motor vehicles.* It shall be unlawful for any person to distribute or to procure distribution of or place any handbill on any motor vehicle without permission of the owner or operator by any means whatsoever, when such motor vehicle is parked, standing or stopped in a public street, highway or place.

(C) *Distribution of handbills.* It shall be unlawful for any person to distribute, deposit, throw, place, scatter, or cast any handbill in or upon any premises without first ensuring that each handbill so placed or deposited is secured to prevent it from being blown or drift thus becoming litter, except that mailboxes may not be used when so prohibited by federal postal laws or regulations.

~~(C)~~(D) *Penalty.* Violation of subsections ~~(A)~~, ~~and (B)~~, and (C) shall constitute a civil infraction subject to the procedures and penalties provided in chapter 153.

Section 2. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 3. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. 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 Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this ___ day of _____ 2016.

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

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ENACTED by the Commission of North Bay Village this ____
day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 2, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Commissioner Andreana Jackson

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 132, SECTION 132.07 OF THE VILLAGE CODE REQUIRING DISTRIBUTED HANDBILLS TO BE SECURED; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

AJ:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “TRAFFIC AND PARKING REGULATIONS”; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREETSWEEEPING; AMENDING SECTION 153.04 ENTITLED “SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, Street Sweeping keeps our community clean and safe by removing the dirt, metals, petroleum products, garbage and vegetation that regularly collect on our streets. Removing these materials is important because they could end up in our storm drains and eventually into the bay. Keeping the storm drains clear not only helps to reduce pollution, but also reduces the likelihood of flooding during heavy rain; and

WHEREAS, North Bay Village will be implementing a Street Sweeping Parking Restriction Enforcement Program; and

WHEREAS, Public Works Sweeping will require a clear path to sweep the streets.

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

Section 1. Village Code Amended. Section 70.06 of the North Bay Village Code of Ordinances, entitled “Parking Regulations for Street Sweeping” is hereby created to read as follows:

Section. 70.06. – Parking Regulations for Street Sweeping.

- A. These regulations shall apply to Treasure Island only. Alternate side parking. For the purposes of this section, the term "week" shall designate a period beginning on Sunday at 8:00 p.m. and ending 7 days later at 7:59 p.m. Sunday.
1. No vehicles shall be parked on the side of the street or avenue with even-numbered addresses from 10:00 a.m. to 2:00 p.m. on the first and third Tuesday of the month during street sweeping.
 2. No vehicles shall be parked on the side of the street or avenue with odd numbers from 10:00 a.m. to 2:00 p.m. on the first and third Thursday of the month during street sweeping.
- (4) This section shall not be interpreted to imply permit or authorize parking in any area in which parking is otherwise prohibited by Village ordinances.

- (5) Exempt streets: Pirates Alley and 79th Street Causeway.
- (6) The Village Manager, Public Works Director, or Police Chief, upon approval of the Village Commission, may exempt streets as necessary.
- (7) Citations will be issued to vehicles that block the path of the sweeper.
- (8) Vehicles may be moved back once the sweeper has passed regardless of time.

Section. 153.04, Schedule of Civil Penalties is hereby amended as follows:

Section Description of Violation

70.06	Vehicles blocking path of Street Sweeper	\$28.00
-------	--	---------

Section 2. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 3. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 4. Inclusion in the Code. 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 Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this ____ day of _____ 2016.

The foregoing Ordinance was offered by _____, who moved for its

approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ENACTED by the Commission of North Bay Village this ___ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC
Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance-Street Sweeping Program.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 2, 2016
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Mayor Connie Leon-Kreps
SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "TRAFFIC AND PARKING REGULATIONS"; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREETSWEeping; AMENDING SECTION 153.04 ENTITLED "SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A BOARDWALK DISTRICT ON THE NORTH SIDE OF THE 79TH STREET CAUSEWAY IN THE VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)

WHEREAS, the goal of the Village Commission is to redevelop North Bay Village into a vibrant destination for a diversity of food, dining, entertainment opportunities, retail and recreation experiences, and cultural hub for community gathering; and

WHEREAS, the Village Commission desires to establish a Boardwalk District along the north side of the 79th Street Causeway in the Village; and

WHEREAS, the Village Commission has approved a capital improvement project for development of a 3,400 linear foot boardwalk with ancillary piers and docks overlooking the Biscayne Intercoastal Waterway for enjoyment of the public; and

WHEREAS, the concept of the boardwalk along the bay provides an opportunity to create a unique sense of place. Increased public access will promote, attract, stimulate, and revitalize commerce within the Village.

WHEREAS, the presence of the Boardwalk District will enhance, incentivize and contribute to the development of new buildings along the Biscayne Intercoastal Waterway to create a mixed use environment linked by a linear boardwalk and promenade.

WHEREAS, the Village Commission finds that the creation of a Boardwalk District conforms to the strategic plan for the redevelopment of the Village as a whole; and is in the public's interest.

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Creation of Destination District. The Village Commission hereby approves the creation of a Boardwalk District along the north side of the 79th Street Causeway in the Village.

Section 3. Authorization of Village Officials. The Village Manager and the Village Planner are authorized to implement a plan for the creation of the Boardwalk District for approval by the Village Commission.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 10th day of May 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Boardwalk District.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

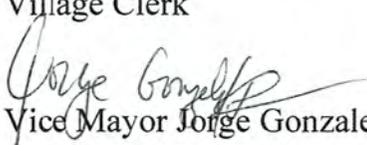
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: May 2, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Vice Mayor Jorge Gonzalez

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A BOARDWALK DISTRICT ON THE NORTH SIDE OF THE 79TH STREET CAUSEWAY IN THE VILLAGE; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



Memorandum

To: North Bay Village Commission
From: James G. LaRue, AICP
Date: April 28, 2016
Subject: 1601 Kennedy Causeway
Renewal of Special Use Exceptions

The proposed project at 1601 Kennedy Causeway received site plan approval from the Village Commission on February 24, 2015, for a mixed-use development featuring a parking garage. At that time, the Commission also approved two special use exceptions; one for development of a mixed-use (residential and commercial) development in the General Commercial zoning district; and another special use exception approval to allow up to 20% of the required parking spaces to be compact spaces, according to Village Land Development Code Section 152.030(C)(3). That approved project contained 75 residential dwelling units, 6,135 square feet of commercial space, 22 stories, 240 feet high, and 234 parking spaces. Of the 234 total parking spaces, the site plan included 32 compact parking spaces. Compact parking spaces are a minimum of 8 feet wide and 16 feet long; whereas standard parking spaces are a minimum of 9 feet wide and 18 feet long.

The site plan approval is still valid until February 24, 2017. However, due to expiration provisions in the Village Code, special use exception approvals expire after one-year. Section 152.103 of the North Bay Village Code:

After the Village Commission has approved a special use exception or granted a variance, the special use exception or variance so approved or granted shall lapse after the expiration of one year, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the special use exception or variance was granted.

At this time, no substantial construction has taken place and no building permits have been issued. The Applicant is now requesting renewals of both special use exception approvals. Staff recommends approval of this request and the Planning & Zoning Board has also recommended approval of this request. If approved by the Village Commission, the special exceptions and the site plan will all be effective until February 24, 2017. We have attached the staff reports that were provided to the Commission regarding the original site plan and special exception requests.



Staff Report Special Use Exception

*Prepared for: North Bay Village
Commission*

Applicant: Brick Village 79, LLC

Site Address: 1601 Kennedy Causeway

*Request: Special Exception for Development of a
Mixed Use Commercial Structure in the
CG Zoning District*



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner/Applicant:	Brick Village, LLC
Applicant Address:	900 Biscayne Blvd, #1202 Miami, FL 33132
Site Address:	1601 Kennedy Causeway
Contact Person:	Gerardo Vazquez, Esq.
Contact Phone Number:	305-371-8064
E-mail Address	gv@vazquezcarballo.com

Future Land Use	Commercial
Zoning District	CG
Use of Property	Restaurant (vacant)
Acreage	1.07 acres

Legal Description of Subject Property

9 53 42 E200FT OF W725FT OF TREA IS LYING N OF 79 ST CSEWY PER DBS 3223-511 & 513

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Bay Terrace Condominiums
South	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Restaurant, Grocery, Offices, Dry Cleaner, Public Storage
West	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Approved for Mixed-Use Condominium



Request

The applicant is requesting a special use exception pursuant to Sections 152.030(C)(3) and 152.098 of the North Bay Village Code of Ordinances for development of a mixed-use commercial structure in the CG (General Commercial) zoning district.

General Description

The site plan request for this development is for a 75 dwelling unit, 22 story, mixed use condominium. This site is the current location of the Trio on the Bay restaurant. The applicant is requesting approval for bonus height to 240 feet and bonus density for 9 three bedroom dwelling units, for a total density of 70 dwelling units per acre.

The tabular project summary shows 2,000 square feet of office space; 2,135 square feet of retail space; and 2000 square feet of restaurant space, of which 1,334 square feet will be customer service area.

Consistency with Comprehensive Plan

While the Comprehensive Plan is silent as to mixed-use in the Commercial Future Land Use category, it does allow for restaurant and residential uses which are proposed. We believe that a mix of multi-family units and the proposed restaurant use is consistent with the intent of the Commercial Future Land Use category.

Consistency with Special Use Exception Standards

Section 152.098 provides for Village Commission approval of a special use exception if there are clear indications that such an exception will not substantially adversely affect the uses of adjacent property.

Other Requirements and Considerations

The property to the west is approved for a mixed use condominium. The property to the east is Bay Terrace Condominiums. To the south, across Kennedy Causeway, are various commercial uses. The Applicant's proposal to develop the subject property as a mixed use structure encompassing multi-family residential units and a restaurant on the subject property is compatible with, and will have no adverse effect upon, the existing or proposed uses of the adjacent properties.



Planning & Zoning Board Recommendation

The North Bay Village Planning and Zoning Board recommended approval of this special exception request by a vote of 5-0 on December 2, 2014.

Staff Recommendations

Staff finds that the request **is** consistent with Sections 152.030(C)(3) and 152.098 in that this modification of a special use exception will not adversely affect the uses permitted in the regulations of adjacent properties.

Based on the foregoing analysis, Staff recommends **approval** of the request for the special use exception for a mixed-use residential and commercial structure.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

January 14, 2015

Hearing: North Bay Village Commission, January 27, 2015





Staff Report Special Use Exception

*Prepared for: North Bay Village
Commission*

Applicant: Brick Village 79, LLC

Site Address: 1601 Kennedy Causeway

*Request: Special Exception for up to twenty percent
of the required parking spaces to be
designated for compact vehicles*



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner/Applicant:	Brick Village, LLC
Applicant Address:	900 Biscayne Blvd, #1202 Miami, FL 33132
Site Address:	1601 Kennedy Causeway
Contact Person:	Gerardo Vazquez, Esq.
Contact Phone Number:	305-371-8064
E-mail Address	gv@vazquezcarballo.com

Future Land Use	Commercial
Zoning District	CG
Use of Property	Restaurant (vacant)
Acreage	1.07 acres

Legal Description of Subject Property

9 53 42 E200FT OF W725FT OF TREA IS LYING N OF 79 ST CSEWY PER DBS 3223-511 & 513

Request

The applicant is requesting a special use exception pursuant to Sections 152.042(e) and 152.098 of the North Bay Village Code of Ordinances to allow up to twenty (20) percent of the development's required parking spaces to be designed and designated specifically for compact vehicles.

General Description

The site plan request for this development is for a 75 dwelling unit, 22 story, mixed-use condominium. This site is the current location of the Trio on the Bay restaurant. The applicant is requesting approval for bonus height to 240 feet and bonus density for 9 three bedroom dwelling units, for a total density of 70 dwelling units per acre.

The tabular project summary shows 2,000 square feet of office space; 2,135 square feet of retail space; and 2000 square feet of restaurant space, of which 1,334 square feet will be customer service area.



Consistency with Comprehensive Plan

The request for compact spaces, if approved for this site plan, is consistent with the Village's Comprehensive Plan, and the provision of safe on-site traffic flow as per Transportation Policy 3.2.7.

Planning & Zoning Board Recommendation

The North Bay Village Planning and Zoning Board recommended approval of this compact parking request by a vote of 5-0 on December 2, 2014.

Staff Recommendations

Staff finds that this request **is** consistent with Sections 152.042(e) and 152.098 in that this special use exception will not adversely affect the uses permitted in the regulations of adjacent properties.

Staff recommends **approval** of this request for the parking spaces designated for compact vehicles contingent upon a positive approval of a site plan for this development.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

January 14, 2015

Hearing: North Bay Village Commission, January 27, 2015





Staff Report Site Plan

*Prepared for: North Bay Village
Commission*

Applicant: Brick Village 79, LLC

Site Address: 1601 Kennedy Causeway

*Request: Site Plan Approval for a Mixed-Use
Condominium Building*



Serving Florida Local Governments Since 1988

General Information

Owner/Applicant:	Brick Village, LLC
Applicant Address:	900 Biscayne Blvd, #1202 Miami, FL 33132
Site Address:	1601 Kennedy Causeway
Contact Person:	Gerardo Vazquez, Esq.
Contact Phone Number:	305-371-8064
E-mail Address	gv@vazquezcarballo.com

Future Land Use	Commercial
Zoning District	CG
Use of Property	Restaurant (vacant)
Acreage	1.07 acres

Legal Description of Subject Property

9 53 42 E200FT OF W725FT OF TREA IS LYING N OF 79 ST CSEWY PER DBS 3223-511 & 513

Request

The applicant is requesting:

1. A special use exception to construct a mixed use residential structure in the General Commercial Zoning District.
2. Height bonus review in conjunction with site plan approval pursuant to Section 152.029(C)(8)(A-F) of the North Bay Village Code of Ordinances.
3. Density bonus review in conjunction with site plan approval pursuant to Section 152.029(C)(8)(H) of the North Bay Village Code of Ordinances.
4. A special use exception pursuant to Section 152.042(E) to utilize compact parking spaces for up to 20% of the required parking spaces.
7. Site plan approval pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances for development of a 75 dwelling unit, 22 story mixed-use condominium structure in the CG zoning district.



General Description

The site plan request for this development is for a 75 dwelling unit, 22 story, mixed use condominium. This site is the current location of the Trio on the Bay restaurant. The applicant is requesting approval for bonus height to 240 feet and bonus density for 9 three bedroom dwelling units, for a total density of 70 dwelling units per acre.

The tabular project summary shows 2,000 square feet of office space; 2,135 square feet of retail space; and 2000 square feet of restaurant space, of which 1,334 square feet will be customer service area.

Consistency with Comprehensive Plan

The multifamily mixed-use is consistent with the description of the Commercial Future Land Use category under Policy 2.1.1a of the Future Land Use Element.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Bay Terrace Condominiums
South	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Restaurant, Grocery, Offices, Dry Cleaner, Public Storage
West	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Approved for Mixed-Use Condominium



Adequacy of Public Facilities

Traffic Analysis

The applicant has provided evidence that the existing facilities have sufficient capacity to accommodate the proposed development.

Water and Sewer Analysis

The applicant has provided evidence that the existing facilities have sufficient capacity or that capacity will be expanded to accommodate the proposed development.

Comparison of Submitted Site Plan With Land Development Regulations

Section	Regulation	Required	Provided
North Bay Village LDC			
152.029(C)(1)	Minimum lot area	27,000 sq ft	46,800 sq ft (1.07 acres)
152.029(C)(1)	Minimum frontage	75 ft	260 ft
152.029(C)(2)	Minimum front setback	40 ft	40 ft
152.029(C)(2)	Minimum side setback	15 ft on one side. 20% of lot width on the other side <u>20% of 260 = 52</u> Combination of both side setbacks to be at least 60 ft	25 ft on west side 52 ft on east side Combination of both side setbacks equal to 77 ft
152.029(C)(2)	Minimum rear setback	25 ft	25 ft



Section	Regulation	Required	Provided										
152.029(C)(3)	Required lot area per dwelling unit	<table border="1"> <tr> <td>Unit type</td> <td>Lot area/unit</td> </tr> <tr> <td>Efficiency</td> <td>620</td> </tr> <tr> <td>1-BR</td> <td>620</td> </tr> <tr> <td>2-BR</td> <td>685</td> </tr> <tr> <td>3-BR</td> <td>750</td> </tr> </table> <p> $45 \times 685 = 30,825$ $30 \times 750 = 22,500$ $30,825 + 22,500 = 53,325$ sq ft of required lot area </p>	Unit type	Lot area/unit	Efficiency	620	1-BR	620	2-BR	685	3-BR	750	<p>53,325 > 46,800</p> <p>Applicant to purchase bonus density for 9 three-bedroom units under Section 152.029(C)(8)</p>
Unit type	Lot area/unit												
Efficiency	620												
1-BR	620												
2-BR	685												
3-BR	750												
Comprehensive Plan Future Land Use Policy 2.1.1a	Maximum density	70 dwelling units per acre	70 dwelling units per acre										
152.029(C)(4)	Maximum building height	150 ft or 15 stories, whichever is less	240 ft Applicant requesting approval of bonus height under Section 152.029(C)(8)										
152.029(C)(4)	Maximum parking levels	4 stories	4 stories										
152.029(C)(5)	Minimum pervious area	20% of total parcel $20\% \text{ of } 46,800 = 9,360$ sq ft	9,360 sq ft										
152.029(C)(6)	Minimum dwelling unit floor area	<table border="1"> <tr> <td>Unit type</td> <td>Floor area</td> </tr> <tr> <td>Efficiency</td> <td>600</td> </tr> <tr> <td>1-BR</td> <td>900</td> </tr> <tr> <td>2-BR</td> <td>1,200</td> </tr> <tr> <td>3-BR</td> <td>1,350</td> </tr> </table>	Unit type	Floor area	Efficiency	600	1-BR	900	2-BR	1,200	3-BR	1,350	<p>2BR shown at 1,640 and 1,570 sq ft</p> <p>3BR shown at 2,230 and 2,200 sq ft</p>
Unit type	Floor area												
Efficiency	600												
1-BR	900												
2-BR	1,200												
3-BR	1,350												
152.029(C)(7)	Baywalk/boardwalk requirement	A public access boardwalk must be provided along shoreline and access to that boardwalk must be provided with a walkway from the ROW. Dedicated easements shall be recorded for the boardwalk and access corridors.	Provided										



Section	Regulation	Required	Provided
152.029(C)(8)	Building height bonus	Additional height may be purchased	Applicant is purchasing 90 ft of additional height at \$6,750 per dwelling unit for total cost of \$506,250.
152.029(C)(8)	Building density bonus	Additional density may be purchased, not to exceed 70 units per acre	Applicant is purchasing 9 additional dwelling units at \$40,000 per dwelling unit for total cost of \$360,000.
152.029(C)(9)2	Paving surfaces	Except for covered garages, all exterior paving surfaces shall be constructed of brick pavers	Concrete and brick pavers provided throughout
152.029(C)(9)3	Required water feature	A water feature shall be provided in the front	Provided
152.029(C)(9)6	Screening of parking garages	Parking garages shall be constructed with architectural features that obscure it from public view	Provided
152.029(C)(9)7	Street tree lighting	Lighting shall be provided in all areas in front where trees are planted	Provided
5.2.2(a)(1)	Minimum standard parking space dimensions	9 ft by 18 ft	Provided
5.2.2(a)(2)	Minimum compact parking space dimensions	8 ft by 16 ft	In compliance
5.2.2(a)(3)	Minimum handicapped parking space dimensions	Must comply with all applicable accessibility standards	In compliance
152.042(D)	Minimum number of handicapped spaces	2% of total required spaces. <u>2% of 234 = 5 handicapped spaces required</u>	7 handicapped parking spaces
ADA Requirement	Minimum number of handicapped spaces	7 handicapped spaces	



Section	Regulation	Required	Provided										
152.042(E)	Maximum number of compact parking spaces	20% of required parking spaces <u>20% of 234 = 46</u>	32 compact parking spaces										
152.042(K)	Minimum setback of ROW from parking spaces	20 ft	Provided										
152.042(M)	Minimum separation of parking from walkways and streets	Parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device	Provided										
152.042(P)	Back-out parking prohibition	Parking spaces shall be designed so that no vehicle shall be required to back into a public ROW to obtain egress	Provided										
152.044(A)(2)	Minimum number of parking spaces per dwelling unit	<table border="1"> <thead> <tr> <th>Unit Type</th> <th>Spaces Req</th> </tr> </thead> <tbody> <tr> <td>Efficiency</td> <td>1.5</td> </tr> <tr> <td>1BR&2BR</td> <td>2</td> </tr> <tr> <td>3BR</td> <td>3</td> </tr> <tr> <td colspan="2">Plus 10% for Guests</td> </tr> </tbody> </table> <u>45 x 2 = 90</u> <u>30 x 3 = 90</u> <u>10% = 18</u> <u>198 spaces required</u>	Unit Type	Spaces Req	Efficiency	1.5	1BR&2BR	2	3BR	3	Plus 10% for Guests		234 parking spaces
Unit Type	Spaces Req												
Efficiency	1.5												
1BR&2BR	2												
3BR	3												
Plus 10% for Guests													
152.044(B)(4)	Minimum number of parking spaces for offices	1 space per 300 sq ft of gross floor area <u>2000 / 300 = 6.7</u>											
152.044(B)(7)	Minimum number of parking spaces for restaurant	1 space per 75 sq ft of customer svc area <u>1,334 / 75 = 17.8</u>											
152.044(B)(8)	Minimum number of parking spaces for retail	1 space per 200 sq ft of gross floor area <u>2,135 / 200 = 10.7</u>											
	Total spaces required	<u>198 + 6.7 + 17.8 + 10.7 = 234 spaces</u>											
152.045(B)	Minimum loading space dimensions	12 ft by 30 ft, and at least 14.5 ft of vertical clearance	In compliance										



Section	Regulation	Required	Provided												
152.045(C)	Loading space joint usage	Loading spaces for two or more uses may be collectively provided if so located as to be usable by all.	N/A												
152.045(E)	Loading and standard parking space restriction	No areas supplied to meet required off-street parking facilities may be utilized to meet the requirements for loading spaces.	In compliance												
152.045(F)(1)	Minimum number of loading spaces for retail, office and restaurant	<table border="1"> <thead> <tr> <th>Gross floor area</th> <th>Spaces</th> </tr> </thead> <tbody> <tr> <td><10,000</td> <td>0</td> </tr> <tr> <td>10,000-20,000</td> <td>1</td> </tr> <tr> <td>20,000-40,000</td> <td>2</td> </tr> <tr> <td>40,000-60,000</td> <td>3</td> </tr> <tr> <td>>60,000</td> <td>4</td> </tr> </tbody> </table>	Gross floor area	Spaces	<10,000	0	10,000-20,000	1	20,000-40,000	2	40,000-60,000	3	>60,000	4	N/A
		Gross floor area	Spaces												
		<10,000	0												
		10,000-20,000	1												
		20,000-40,000	2												
		40,000-60,000	3												
>60,000	4														
<u>0 loading spaces required</u>															
152.045(F)(2)	Minimum number of loading spaces for multi-family	<table border="1"> <thead> <tr> <th>Gross floor area</th> <th>Spaces</th> </tr> </thead> <tbody> <tr> <td><25,000</td> <td>0</td> </tr> <tr> <td>25,000-50,000</td> <td>1</td> </tr> <tr> <td>50,000-100,000</td> <td>2</td> </tr> <tr> <td>>100,000</td> <td>3</td> </tr> </tbody> </table>	Gross floor area	Spaces	<25,000	0	25,000-50,000	1	50,000-100,000	2	>100,000	3	3 loading spaces		
		Gross floor area	Spaces												
		<25,000	0												
		25,000-50,000	1												
		50,000-100,000	2												
		>100,000	3												
<u>3 loading spaces required</u>															
152.056	Maximum balcony encroachment into side or rear yard	4 ft	In compliance												
155.17	Minimum width of maneuvering aisle	23 ft	In compliance												
155.17	Minimum width of 2-way access aisle	23 ft	In compliance												



Section	Regulation	Required	Provided
155.18(A)3	Dumpster screening	Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.	Provided
155.18(A)4	Dumpster placement	Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited	Provided
155.18(A)5	Mechanical equipment screening	Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building and shall not be visible from the street.	Provided
155.18(A)7	Mechanical equipment screening	Service bays, ground mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.	In compliance
Appendix D	Required benches along bay walk	Benches shall be provided at a minimum of 2.5 ft sections of bench per 100 ft of linear shoreline	Provided
Miami-Dade Landscaping Chapter 18A			
18A-4(C)	Vegetative survey	A vegetation survey shall be provided for all sites at the same scale as the landscape plan.	Provided



Section	Regulation	Required	Provided
18A-4(D)	Irrigation plan	An Irrigation Plan shall be submitted. Where a landscape plan is required, an irrigation plan shall be submitted concurrently.	Not yet provided
18A-6(A)(5)	Maximum lawn area	40% of lot area, less the area covered by buildings	Sod not depicted on plans
18A-6(C)(1)	Tree height	Except street trees, all trees shall be a minimum of 10 ft high with a minimum of 2 inch caliper, except that 30% of the tree requirement may be met by native species with a minimum height of 8 ft.	In compliance
18A-6(C)(2)	Street trees	Street trees shall be provided along all roadways at a maximum average spacing of 35 feet on center (25' for palms). <u>With 260 linear feet of frontage, either 8 trees or 11 palms are required.</u>	11 street trees
18A-6(C)(3)	Trees under power lines	Where overhead power lines require low growing trees, street trees shall have a minimum height of 8 feet and a maximum average spacing of 25 feet on center.	No overhead power lines
18A-6(C)(4)	Palms	Palms which are spaced no more than 25 feet on center and have a 14 foot minimum height or 4 inch minimum caliper diameter may count as a required tree.	



Section	Regulation	Required	Provided
18A-6(C)(5)	Number of required trees	28 trees per acre required in multi-family residential zoning categories <u>28 x 1.07 = 30</u> required trees	In compliance
18A-6(C)(11)	Limitations on required trees	At least 30% shall be native species. At least 50% shall be low maintenance and drought tolerant. Of the required trees, no more than 30% shall be palms	In compliance. This requirement has been met by native trees. In compliance
18A-6(C)(12)	Limitations on required trees	80% of required trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.	In compliance

Section	Regulation	Required	Provided
18A-6(D)(1)	Shrubs	<p>All shrubs must be a minimum of 18 inches at time of planting.</p> <p>10 shrubs are required for each required tree. <u>300 shrubs required</u></p> <p>30% shall be native species</p> <p>50% shall be low maintenance and drought tolerant</p> <p>80% of required shrubs shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.</p>	<p>Only 161 shrubs provided</p>

Section	Regulation	Required	Provided
18A-6(H)	Use buffers	<p>Where dissimilar land uses exist on adjacent properties, that area shall be provided with a buffer consisting of trees spaced to a maximum average of 35-feet on center with shrubs which normally grow to a height of 6 feet, or a 6 foot wall with trees, within a 5 foot wide landscape strip.</p> <p>Shrubs shall be a minimum of 30 inches high and planted at a maximum of 36 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center.</p>	Use buffers are not required. Adjacent land uses do not meet definition of dissimilar use.
18A-6(I)	Parking lot buffers	<p>All parking lots adjacent to a right of way shall be screened by a continuous planting with a 7 foot landscape strip incorporating said planting</p> <p>Shrubs shall be a minimum of 18 inches high and planted at a maximum of 30 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center.</p>	<p>In compliance</p> <p>More shrubs required</p>



Section	Regulation	Required	Provided
18A-6(J)	Parking lot landscaping	10 square feet of landscaped area per parking space shall be provided within a parking lot.	Provided
		Trees shall be planted within the parking lot at a minimum density of one tree per 80 square feet of landscaped area, exclusive of parking lot buffers.	Provided
		Each tree shall have a minimum of 5 feet of planting area width, exclusive of curb dimension.	
Miami-Dade Biscayne Bay Management Plan			
33D-38(1)b	Minimum rear setback	50% of building height above 35 ft (measured from mean high water line), up to 75 ft maximum. <u>75 ft required</u>	25 ft
33D-38(2)a	Minimum visual corridor	20% of lot width on one side, with a 20 ft minimum and a 100 ft maximum. Structures not permitted in view corridor. <u>52 ft required</u>	52 ft on east side
33D-38(3)	Minimum side setback	Minimum of 25 ft	In compliance
33D-33(4)	Waiver from County	A waiver may be obtained from the Miami-Dade Shoreline Review Committee for exemption from the above requirements	Not yet provided



Planning & Zoning Board Recommendation

The North Bay Village Planning and Zoning Board recommended approval of the site plan with the staff recommended conditions by a vote of 5-0 on December 2, 2014.

Staff Recommendations

BUILDING HEIGHT BONUS:

Staff recommends **approval** of the building height bonus.

BUILDING DENSITY BONUS:

Staff recommends **approval** of the building density bonus.

SITE PLAN:

Staff recommends **approval** of the site plan based on the following conditions being met prior to the issuance of a building permit:

- 1) Submittal of a landscape plan and irrigation plan which is in compliance with the Miami-Dade Landscape Code.
- 2) The public access easement and boardwalk must be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
- 3) Applicant shall not lease or sell parking spaces.
- 4) Applicant shall not charge for guest parking.
- 5) Site plan approval from Miami-Dade Shoreline Review Committee.
- 6) Meeting School Board Concurrency requirements as determined by School Board Staff.
- 7) Payment of any applicable impact fees.
- 8) Payment of bonus height fees, as required under Section 152.029(C)8.
- 9) Tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.



- 10) Cost recovery charges must be paid pursuant to Section 152.110. 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), have been paid in full.
- 11) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 12) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
- 13) All applicable state and federal permits must be obtained before commencement of construction.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

January 14, 2015

Hearing: North Bay Village Commission, January 27, 2015

Attachments: Aerial photograph
Zoning Map



**AERIAL
SUBJECT SITE AND ENVIRONS**



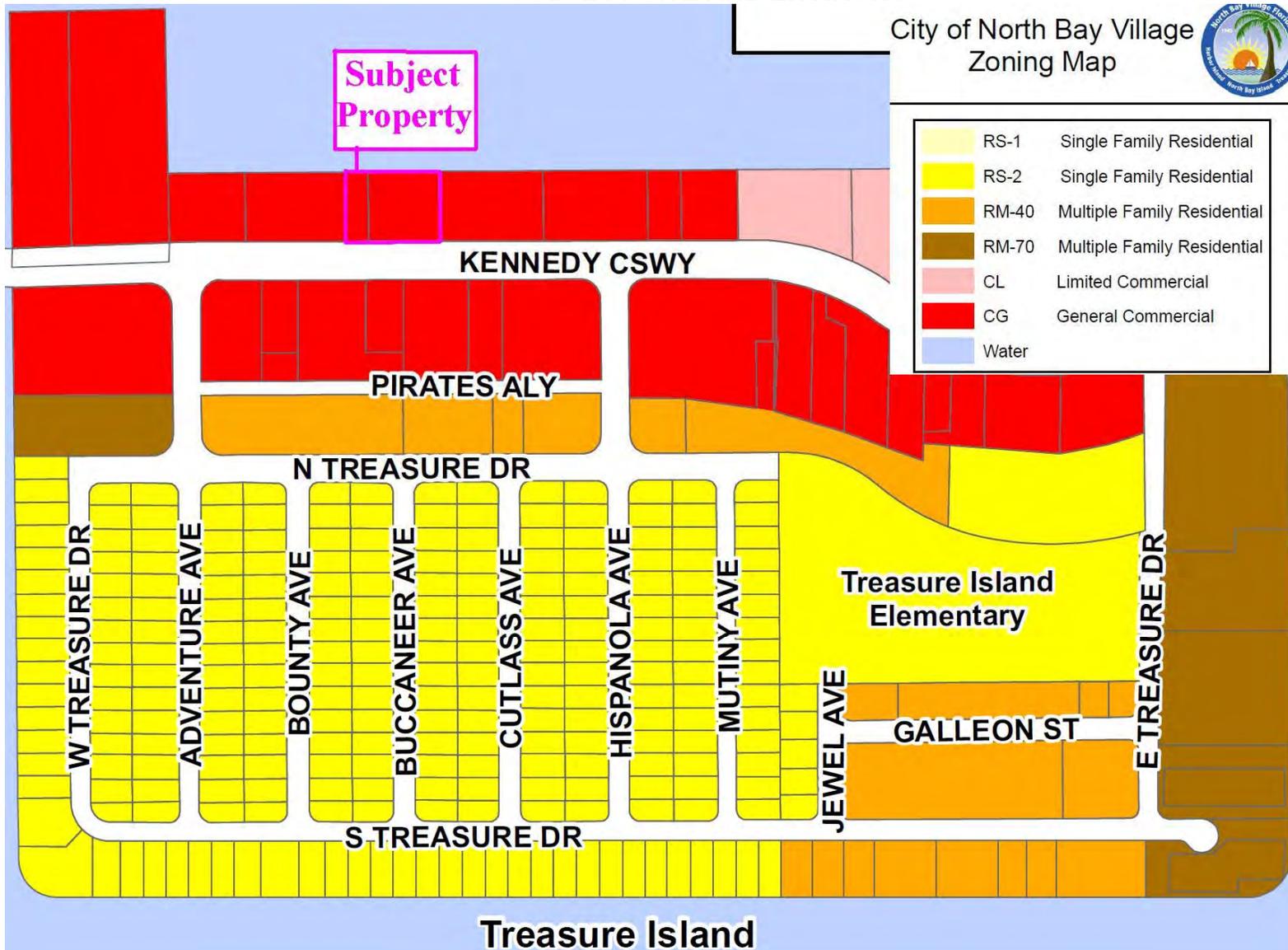
**ZONING
SUBJECT SITE AND ENVIRONS**

City of North Bay Village
Zoning Map



**Subject
Property**

	RS-1	Single Family Residential
	RS-2	Single Family Residential
	RM-40	Multiple Family Residential
	RM-70	Multiple Family Residential
	CL	Limited Commercial
	CG	General Commercial
		Water



Brickview 3114, LLC

900 Biscayne Blvd. Office 1202
Miami, FL 33132

VIA HAND DELIVERY

February 9, 2016

Frank Rollason,
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: **Letter of Intent for Renewals of Development Orders for 1601 Kennedy Causeway,
North Bay Village, FL 33141**

Dear Mr. Rollason,

Brickview 3114, LLC (the "Applicant"), the owner of the parcel at the above-described address. Please consider this letter the Applicant's letter of intent in support of a public hearing application seeking the renewal of the Village's development order approvals for a mixed-use residential and commercial building on the site.

The Property. The subject property (the "Property"), comprises approximately 1.074 acres of commercial land north of Kennedy Causeway into Biscayne Bay. The Property is zoned CG (General Commercial) and planned for commercial use.

Development Agreement. In February 2015, the Mayor and Village Commission approved a Development Agreement with the Applicant in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2015). The Development Agreement was recorded in Official Record Book 28955, at Pages 3712 through 3750 of Public Records of Miami-Dade County, Florida.

The Development Agreement, among other things, approved a redevelopment plan for the Property with a mixed use commercial and multi-family residential project, consisting of up to 75 units, 22 story mixed-use commercial structure, 6,135 square feet of retail and parking structure. The Development Agreement will remain valid until 2016 and may be extended for up to four (4) additional years following that date.

Approved 1601 Kennedy Causeway, North Bay Village, FL 33141. In early 2015, the Village issued the development orders necessary for the implementation of the development Agreement. The development orders together approved a well-designed mixed-use residential, commercial and parking development. The applicable resolutions issued by the Village are as follows:

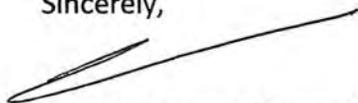
1. **Resolution No. 2015-26:** Site Plan approval for Development in the General Commercial (CG) Zoning District for a 75 unit, 22 story mixed-use residential and commercial structure.
2. **Resolution No. 2015-27:** Special Use Exception pursuant to section 152.098 of the North Bay Village Code.
3. **Resolution No. 2015-28:** Special Use Exception pursuant to section 152.098 of the North Bay Village Code to allow up to twenty percent required parking spaces to be designed specifically for compact vehicles.

Permitting. Following the approval of the 2015 resolutions, the applicant is requesting for an extension of the Development. The applicant is currently working on the Construction Documents and has been delayed due to multiple factors. The applicant has therefore not yet been able to secure the building permit for the project.

Renewal Request. Under the terms of the Village's regulations, the Special Use Exceptions and Site Plan approvals will soon expire in February 2015. The applicant therefore hereby requests the renewal of all three resolutions in order to give the Applicant adequate time to complete the permitting process and begin construction. As noted above, the Development Agreement, which governs the overall completion of the project will remain effective until 2016.

Conclusion. We look forward to the Village's review and recommendation on the application. If you any questions or concerns, please call me at (305)975-2123.

Sincerely,



Ignacio Permuy, Owner Representative



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Page 1 of 4

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 1601 Kennedy Causeway, North Bay Village, FL 33141

Owner Name Brick Village 79, LLC Owner Phone # (786) 398-4384

Owner Mailing Address 900 Biscayne Blvd. Office 1202, Miami, FL 33132

Applicant Name Brick Village 79, LLC Applicant Phone # (786)398-4384

(if different from Owner)

Applicant Mailing Address Same

Contact Person Ignacio Permuy Contact Phone # (305)975-2123

Contact Email Address ipermuy@permuyarchitecture.com

Legal Description of Property Parcel 1 & Parcel 2 See Survey

Existing Zoning CG Lot Size 46,800 SF. Folio Number 23-3209-000-0040

Project Description 75 Unit, 22 Story Mixed-Use Commercial Structure

Section of North Bay Village Code from which the Applicant is Seeking Relief _____

Variance Requested Renewal of Special Use Exception, Resolution No. 2015-26, Resolution No. 2015-27 and Resolution No. 2015-28

Reason for Request See Attached

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Mandatory Submittals (check that each item is included with this application):

- Plans depicting work to be completed (including property survey)
- Application fees

Optional Submittals:

- Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

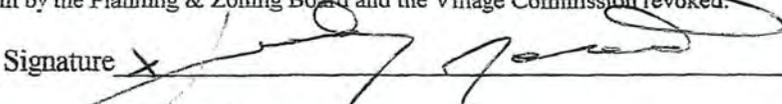
All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 Section 152.096. 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 Leonidas Macedo - Managing Partner

(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.)

Mayor Connie Lenn-Kreps	Vice Mayor Jorge Gonzalez	Commissioner Dr. Richard Chervony	Commissioner Andreana Jackson	Commissioner Eddie Lim
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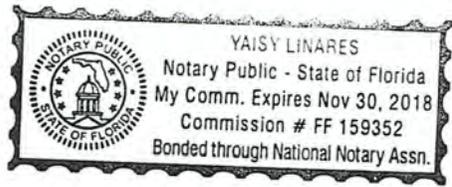
**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 12 day of Feb., 2016
by Leonidas Macedo

who is personally known to me or who has produced _____ as identification.

Notary Public Signature [Signature]
Commission Number/Expiration _____



Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andrcana Jackson

Commissioner
Eddie Lim

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

Office Use Only:

Date Submitted: 2/12/16

Fee Paid: \$ 9,600.00

Tentative Meeting Date: _____

Cash or Check # 0229

Date Paid: 2/12/16

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: May 2, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolutions:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EXTENSION OF A SPECIAL USE EXCEPTION GRANTED UNDER RESOLUTION NO. 2015-27 TO BRICK VILLAGE 79, LLC FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, AT 1601 KENNEDY CAUSEWAY; SETTING AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO BRICK VILLAGE 79, LLC UNDER RESOLUTION 2015-28 IN CONNECTION WITH THE DEVELOPMENT OF A 75 UNIT, 22 STORY MIXED-USE STRUCTURE AT 1601 KENNEDY CAUSEWAY, TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNATED SPECIFICALLY FOR COMPACT PARKING VEHICLES PURSUANT TO SECTIONS 152.098 AND 152.042(E) OF THE VILLAGE CODE; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor

Connie Leon-Kreps

Vice Mayor

Jorge Gonzalez

Commissioner

Dr. Richard Chervony

Commissioner

Andreana Jackson

Commissioner

Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EXTENSION OF A SPECIAL USE EXCEPTION GRANTED UNDER RESOLUTION NO. 2015-27 TO BRICK VILLAGE 79, LLC FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, AT 1601 KENNEDY CAUSEWAY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village granted a Special Use Exception to Brick Village 79, LLC, pursuant to Sections 152.030(C)(3) and 152.098 of the North Bay Village Code of Ordinances in connection with the development of a 75 unit, 22 story mixed-use residential and commercial structure in 1601 Kennedy Causeway, in conjunction with the Site Plan application approved on February 24, 2015, under Resolution No. 2015-26; and

WHEREAS, pursuant to Section 152.103 of the Village Code, a Special Use Exception granted by the Village Commission shall lapse after the expiration of one year, if no substantial construction has taken place in accordance with the plans for which the Special Use Exception was granted; and

WHEREAS, the Site Plans granted for development at 1601 Kennedy Causeway will expire on February 24, 2017; and

WHEREAS, the Special Use Exception granted to Brick Village, LLC expired on February 24, 2016; and

WHEREAS, Brick Village, LLC has made a request to the Village to extend the Special Use Exception to February 24, 2017; and

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Grant.

The Special Use Exception granted to Brick Village, LLC under Resolution No. 2015-28 for the development of a Mixed-Use Commercial Structure in the CG (General Commercial) Zoning District at 1601 Kennedy Causeway, North Bay Village, Florida, is hereby extended, until February 24, 2017.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED and ADOPTED this 10th day of May 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.

North Bay Village Resolution: Special Use Exception One-Year Extension-1601 Kennedy Causeway (Resolution No. 2015-26)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO BRICK VILLAGE 79, LLC UNDER RESOLUTION 2015-28 IN CONNECTION WITH THE DEVELOPMENT OF A 75 UNIT, 22 STORY MIXED-USE STRUCTURE AT 1601 KENNEDY CAUSEWAY, TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNATED SPECIFICALLY FOR COMPACT PARKING VEHICLES PURSUANT TO SECTIONS 152.098 AND 152.042(E) OF THE VILLAGE CODE; SETTING AN EFFECTIVE DATE.
(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village granted a Special Use Exception to Brick Bay Village 79, LLC, pursuant to Sections 152.098 and 152.042(E) of the North Bay Village Code of Ordinances in connection with the development of a mixed-use structure at 1601 Kennedy Causeway to allow up to twenty percent of the development's required parking spaces to be designed specifically for compact parking vehicles in conjunction with the Site Plan application approved on February 24, 2015, under Resolution No. 2015-26; and

WHEREAS, pursuant to Section 152.103 of the Village Code, a Special Use Exception Variance granted by the Village Commission shall lapse after the expiration of one year, if no substantial construction has taken place in accordance with the plans for which the Special Use Exception was granted; and

WHEREAS, the Special Use Exception granted to Brick Village 79, LLC will expired on February 24, 2016, whereas the Site Plan will expire on February 24, 2017; and

WHEREAS, Brick Village 79, LLC has made a request to the Village to extend the Special Use Exception for one year to coincide with the Site Plan expiration.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Grant.

The Special Use Exception granted to Brick Village 79, LLC under Resolution No. 2015-28 to allow up to twenty percent of the development's required parking spaces to be designed specifically for compact parking vehicles is hereby extended for one year, until February 24, 2017.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 10th day of May 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.

North Bay Village Resolution: Special Use Exception One-Year Extension-1601 Kennedy Causeway Development-Resolution No. 2015-28.

RESOLUTION NO. 2015-26

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY BRICK VILLAGE, LLC FOR SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 75 UNIT, 22 STORY MIXED USE RESIDENTIAL AND COMMERCIAL STRUCTURE AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances (the "Village Code"), Brick Village, LLC, has applied to North Bay Village for approval of a Site Plan to construct a 75-unit, 22 story mixed use commercial structure at 1601 Kennedy Causeway, in the CG (General Commercial) Zoning District utilizing the bonus height and bonus density provisions pursuant to Section 152.029(C)(8); and

WHEREAS, Section 152.105(C)(9) and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for Site Plan approval.

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for December 2, 2014 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, Suite #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request with conditions; and

WHEREAS, in accordance with Section 152.096 of the Village Code, public hearings by the Village Commission were noticed for January 27, 2015 at 7:30 p.m. and February 24, 2015 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

In accordance with Section 152.105(9) of the Village Code, the Village Commission finds that the proposed Site Plan for construction of a 75-unit, 22-story mixed use commercial structure:

- A. Protects against and minimizes any undesirable effects upon contiguous and nearby property.
- B. Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.
- C. Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
- D. Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Section 3. Grant.

The Site Plan to construct a 43 unit, 19 story mixed use commercial structure with a parking garage at 1601 Kennedy Causeway, North Bay Village, Florida, as attached and incorporated herein as Exhibit "A" entitled "1601 Kennedy Causeway, North Bay Village, Florida" dated November 21, 2014 and consisting of Sheets A0.00, A0.00, A0.001, LCVR, L001, LAER, L&ND, L101, L300, L301, L302, L600, L700, L701, L702, L703, L704, L705, A0.01, A1.01, A2.00, A3.00, A3.01, A3.02, A3.03, A3.04, A3.05, A3.06, A4.00, A4.01, A4.02, A4.03, A5.00, A5.01, C100, C200, C300, C400, and Revised Sheet L703 and L800, L801, L802, L803 dated January 26, 2015 prepared by International Design Engineer Architecture is hereby approved.

Section 4. Conditions.

The Site Plan is approved with the condition that the following items are met prior to issuance of a Building Permit:

1. All required landscape plants must meet the minimum required planting size at time of planting.
2. The public access easement and boardwalk shall be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
3. Applicant shall not lease or sell parking spaces.
4. Applicant shall not charge for guest parking.
5. All residents and guests shall park on-site.
6. Applicant shall provide site plan approval from Miami-Dade Shoreline Review Committee.
7. School Board Concurrency requirements shall be met, as determined by School Board Staff.
8. Applicant shall pay of any applicable impact fees.
9. Applicant shall pay bonus height fees, as required under Section 152.029(C)8.
10. Applicant shall pay bonus density fees, as required under Section 152.029(C)8.
11. The project shall tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
12. Cost recovery charges must be paid pursuant to Section 152.110. 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), have been paid in full.

13. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
14. Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
15. All applicable state and federal permits must be obtained before commencement of construction.
16. There shall be a condition of approval in the Condominium Bylaws that valet parking shall continue in perpetuity.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

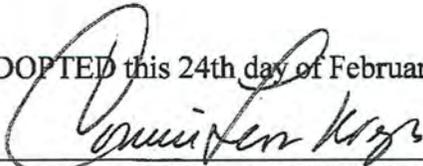
This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Wendy Duvall.

FINAL VOTE AT ADOPTION:

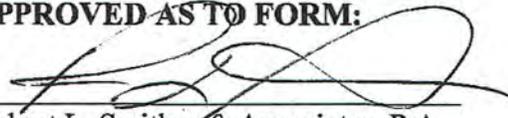
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 24th day of February 2015.


MAYOR CONNIE LEON-KREPS


ATTEST
YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:


Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: 1601 Kennedy Causeway Development-Site Plan

RESOLUTION NO. 2015-27

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRICK VILLAGE 79, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT AT 1601 KENNEDY CAUSEWAY; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 152.098 and 152.030(C) of the North Bay Village Code of Ordinances (the "Village Code"), Brick Village 79, LLC has applied to North Bay Village for approval of a Special Use Exception for development of a mixed-use commercial structure in the CG (General Commercial) Zoning District at 1601 Kennedy Causeway; and

WHEREAS, Section 152.098 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a Special Use Exception specified in Section 152.098; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for December 2, 2014, at 7:30 P.M. at 1666 Kennedy Causeway, #101, North Bay Village, Florida and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 152.096 of the Village Code, public hearings by the Village Commission were noticed February 24, 2015 at 7:30 P.M. at the Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and considered the recommendation of the Planning and Zoning Board and comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

1. In accordance with Section 152.098 of the Village Code, the Village Commission finds that the proposed Special Use Exception for development of a mixed-use commercial structure in the CG (General Commercial) Zoning District will not substantially affect adversely the uses permitted in these regulations of adjacent property.

Section 3. Grant.

The Special Use Exception request for development of a mixed-use commercial structure in the CG (General Commercial) Zoning District at 1601 Kennedy Causeway, North Bay Village, Florida is hereby granted.

Section 4. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 5. Effective Date.

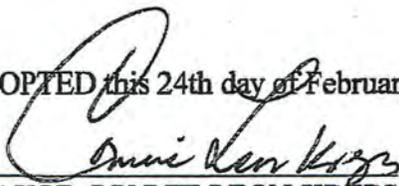
This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Wendy Duvall.

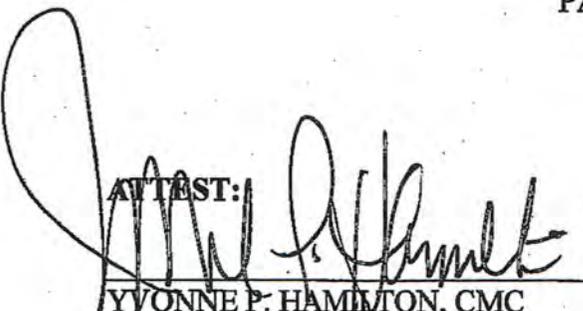
FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

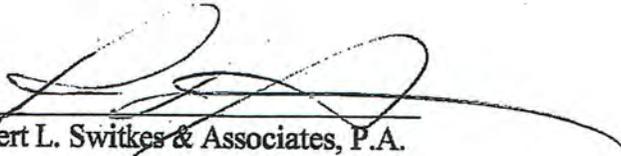
PASSED and ADOPTED this 24th day of February 2015.


MAYOR CONNIE LEON-KREPS

ATTEST:


YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: 1601 Kennedy Causeway Development-Special Use Exception

RESOLUTION NO. 2015-28

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRICK VILLAGE 79, LLC, 1601 KENNEDY CAUSEWAY, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 152.098 and 152.042(E) of the North Bay Village Code of Ordinances (the "Village Code"), Brick Village 79, LLC has applied to North Bay Village for approval of a special use exception to allow up to 20 percent of the parking spaces for development of a 75 dwelling unit, 22 story mixed-use structure at 1601 Kennedy Causeway, North Bay Village, Florida to be designed specifically for compact vehicles; and

WHEREAS, Section 152.098 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a special use exception specified in Section 152.098; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for Tuesday, December 2, 2014, at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, February 24, 2015 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and considered the recommendation of the Planning and Zoning Board and comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

In accordance with Section 152.098 of the Village Code, the Village Commission finds that the proposed special use exception to allow up to 20 percent of the parking spaces in the development of the 75 dwelling unit, 22 story mixed-use structure at 1601 Kennedy Causeway, North Bay Village, Florida to be designed specifically for compact vehicles; will not substantially affect adversely the uses permitted in these regulations of adjacent property.

Section 3. Grant.

The special use request to allow up to 20 percent of the parking spaces to be designed specifically for compact vehicles in the development at 1601 Kennedy Causeway, North Bay Village, Florida is hereby granted.

Section 4. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

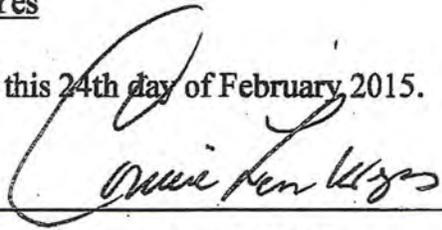
Section 5. Effective Date.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Wendy Duvall.

FINAL VOTE AT ADOPTION:

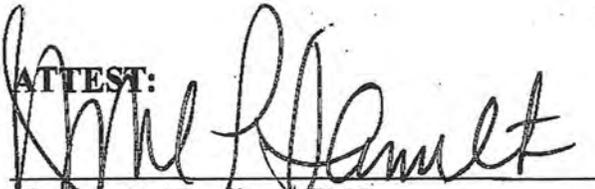
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED AND ADOPTED this 24th day of February, 2015.



Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Special Use Exception-1601 Kennedy Causeway-Compact Parking Spaces.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

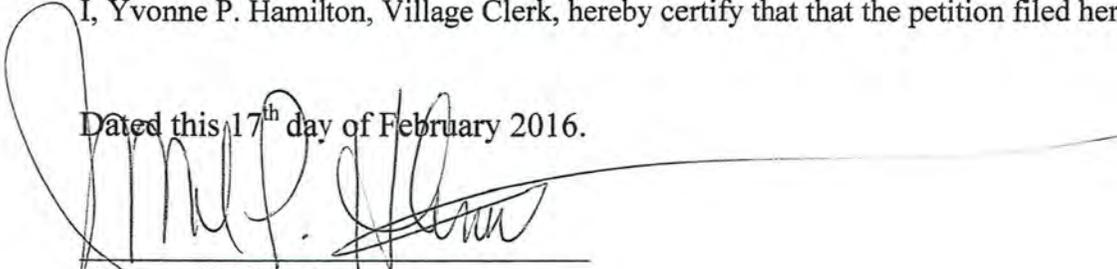
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT **1601 KENNEDY CAUSEWAY**, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:

1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 17th day of February 2016.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Planning & Zoning Board Meeting-4/5/2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

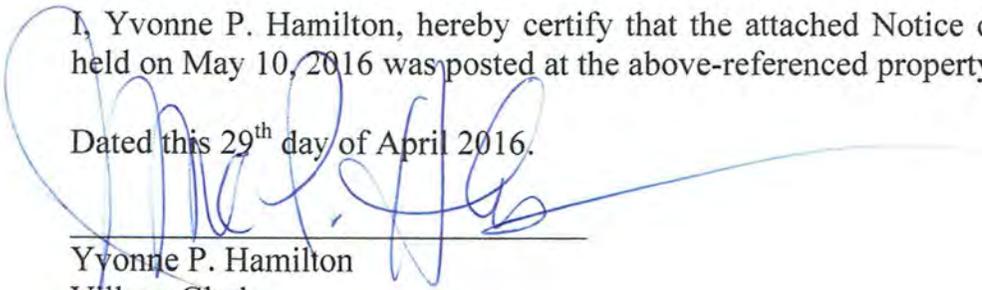
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT **1601 KENNEDY CAUSEWAY**, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:

1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on May 10, 2016 was posted at the above-referenced property on April 29, 2016.

Dated this 29th day of April 2016.



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – 5/10/2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, MAY 10, 2016** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP, COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Final Adoption)*
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36-25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(First Reading)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND CHAPTER 152, SECTION 152.055 ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*
4. AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
 2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
5. AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.
6. PUBLIC INPUT FOR STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE AND REVIEW THE STRATEGIC PLAN 5 YEAR CAPITAL IMPROVEMENTS SCHEDULE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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).

VYONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 22, 2016)

KEEPING KIDS FIT

Bike to School Day a great time to teach safety

BY JONATHAN HOOSHMAND
UHealthSystem.com

For children, riding your bicycle to school used to be one of the greatest moments of independence. Excited by your new-found freedom, you could go as fast or slow as you wanted, and you didn't have to stay cooped up in the car. How can we get that back?

National Bike to School Day, an annual event, is a great start. A Bike to School Day event can incorporate the whole community, including parents, teachers, law enforcement, local businesses and community organizations. This can be a fun family activity and a great way to energize the entire family's day. As you ride together, you'll notice the smile come across your child's face and probably yours as well.

A Miami-Dade County school has participated in National Bike to School Day every year since the event kicked off in 2012. For this year's event on May 4, BikeSafe is partnering with Jane S. Roberts K-8 Center to host a morning ride and will then visit students in the afternoon at both Fienberg Fisher K-8 Center and Nautilus Middle School to promote riding to school.

Physical activity and play are extremely important for a child's development. In an age of abundant standardized testing and decreased recreation, it's important that we provide our children with opportunities to move around. Bicycling to school builds

activity into the day and can result in improved physical and mental health, and improved academic performance. It can also empower children and provide them with a sense of independence.

There are a few key preparations you should take to ensure you and your child have an enjoyable and safe ride to school.

Sit and discuss safe bicycling behaviors with your child. Make sure they know the basics. They should know to stop and look both ways before crossing streets. If they are riding on the street, they should know to stop at all stop signs and red lights. Also, remember to discuss the importance of being aware of your surroundings.

Help your child select a safe and comfortable route. The direct route is not always the best, and it's important to explore the options available for your ride to school. Quiet neighborhood streets are ideal, especially ones that keep you away from primary neighborhood arteries. Going a few blocks out of the way can often lead to a much safer and enjoyable ride. Explore your school neighborhood on the weekend to come up with possible routes, and try them out on a school day to see which one you like most.

It is also important to make sure the bike is safe and ready to ride. An ill-fitting bike, or one that doesn't work properly, can put a damper on any ride. Perform the "A, B, C, Quick check" before you take your bike out. Check

your tires for Air by making sure the pressure matches the suggested pressure on the tire's sidewall. Inspect your Brakes by making sure the brake levers and calipers are working correctly and don't rub against the tire or wheel where they aren't supposed to. Examine the Chain, chain ring and the pedals to ensure that there isn't any rust and everything spins smoothly. Lastly, if the bicycle has quick release levers on the seat post or wheels, make sure they are closed securely to prevent a wheel from falling off or a seat from dropping during the ride.

Florida law states that children 16 and younger must wear a helmet when riding a bicycle. Use the two-finger helmet fitting rule to ensure proper fit. This rule uses the rider's two fingers to check that there are only two fingers of space between the eyebrows and helmet, that the straps of the helmet make a "V" shape around the rider's ears and that only two flat fingers fit between the rider's chin and the closed helmet buckle.

For more information on National Bike to School Day and bicycle safety, visit www.ibikesafe.us or www.facebook.com/iBikeSafe.

Jonathan Hooshmand is the program manager of BikeSafe, a part of the Kidz Neuroscience Center at UHealth - the University of Miami Health System. For more information, visit UHealthSystem.com/patients/pediatrics.



Staff Report

Permit Application for Dock

Prepared for: North Bay Village Commission

Applicant: Joseph Kociuba

Request: Permit for a pier (dock) to extend more than 25 feet from the bulkhead line.



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner/Applicant	Joseph Kociuba
Applicant Address	1720 S Treasure Drive, North Bay Village
Site Address	1720 S Treasure Drive
Contact Person	Bill Thomas
Contact Phone Number	954-422-8166
E-mail Address	wrt615@gmail.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-2 zoning district. The proposed dock will extend 36 feet from the existing seawall into Biscayne Bay and the new mooring pilings will be located 56 feet from the seawall.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

- (A) *No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than 25 feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the Village Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.*
- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers,*



dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the Village Code, shall be approved by the Village Manager, and shall be kept permanently in the records of the Village. Repair or reconstruction may be made in accordance with the original plans.

- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side; and the structure shall not exceed five feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the Village Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the Village Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the Village Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the Village shall require the approval of the Village Commission after a public hearing. During the public hearing the Village Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than 25 feet, the Village Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
 - (i) *If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) *If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) *If the Village has received any letter(s) of objection from adjoining riparian property owners; and*
 - (iv) *Any other factors relevant to the specific site.*

- (H) *The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.*
- (I) *A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) *Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with.*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

“(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.”

Staff Comments

The dock will be located so that the 7.5 foot side setbacks from the property lines are met.

However, the dock length is greater than 25 feet from the seawall. Section 150.11(A) prohibits docks lengths greater than 25 feet unless a waiver is granted by the Village Commission. Section 150.11(G) provides several criteria for the Commission to consider when reviewing waiver requests (see above code language).

Though the dock is not the minimum length necessary to achieve the necessary water depth, Miami-Dade DERM has stated that they can approve the dock if letters of consent are provided from the adjacent property owners. Since that correspondence, the applicant has provided letters of consent from the adjacent property owners. See attached DERM letter and attached letters of consent. Staff is not aware of any letters of objection submitted by adjacent property owners or other neighbors.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed dock is safe and compatible.



Recommendation

Staff recommends **approval** of this dock application and approval of the waiver to construct a dock greater than 25 feet in length. Staff also recommends the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit 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.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

April 27, 2016

Hearing: Village Commission, May 10, 2016

Attachments: Dock Plans Provided by Applicant
Miami-Dade County Letter
Letters of Consent from Adjacent Property Owners



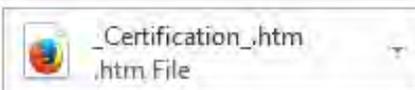
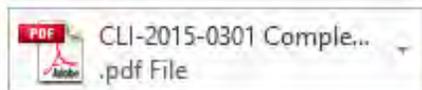


Hopps, Christine (RER) <HoppsC@miamidade.gov>
1720 South Treasure Drive

3+

2

1/15/2016



Good morning Ben,

I understand from our staff that you were inquiring about the dock configuration at the property at 1720 South Treasure Drive. The configuration was proposed by the applicant, and although DERM has no objection to the design, it is not the minimum exceedance necessary beyond the D-5 boundaries. Therefore, we advised the applicant in the completeness summary that we are requesting letters of consent from the adjacent property owners prior to continued processing of the proposed project. I attached our completeness summary; please let me know if you have any other questions.

Regards,
Chrissy

Christine Hopps - Environmental Resources Project Supervisor
Miami Dade County Department of Regulatory and Economic Resources- DERM
Coastal and Wetlands Resources Section
701 N.W. 1st Court 6th Floor
Miami, FL 33136
305-372-6549 - office
305-372-6479 - fax
www.miamidade.gov
hoppsc@miamidade.gov



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

September 18, 2015

Joseph Kociuba
1720 S. Treasure Drive
North Bay Village, Florida 33141

CERTIFIED MAIL NO. 7012305000007287
RETURN RECEIPT REQUESTED

Re: Class I Permit Application CLI-2015-0301: Kociuba – Dock & Mooring piles located at 1720 S. Treasure Drive, North Bay Village, Miami-Dade County, Florida. (Folio No.02-3209-009-0030)

Dear Mr. Kociuba:

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

PVC discharge pipes were documented on-site. Pursuant to the Miami-Dade County Code, it shall be unlawful for any person to dewater or to discharge sewage, industrial wastes, cooling water and solid wastes, or any other wastes into the waters of this County, including but not limited to surface water, tidal salt water estuaries, or ground water. The pipes must be removed, permanently sealed, or reconfigured to drain on the uplands within 30 days of receipt of this letter.

Please be advised, the minimum Code-required water depth is obtained at 15 feet waterward from the edge of the seawall cap. Although DERM has no objection to the proposed dock and mooring piles, the scope of work is not consistent with the vessel information provided. Therefore, please provide manufacturer specifications for all vessels proposed to be moored at the property and a site plan depicting the slip locations. Revised sketches shall be requested once the scope of work has been finalized. Please note, DERM recommends that corrections to sketches be provided for review and approval before signed and sealed plans are submitted.

Based on the current dock design, the proposed structures will be located outside of the boundaries described in Section D-5(03)(2)(a) of the Miami-Dade County Public Works Manual and letters of consent that reference DERM preliminary approved plans are being requested prior to permit issuance. Please note that the Class I permit will not be drafted until the requested letters have been submitted to DERM for review and approval. If the letters cannot be obtained, a modification to the proposed scope of work and new review by DERM will be required. Any new proposal that results in a significant modification to the scope of work may result in additional process time.

Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6745 or Sabrina.Schneider@miamidade.gov.

Sincerely,

Sabrina Schneider, Biologist I
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)

Delivering Excellence Every Day

cc: Unlimited Permit Services, Inc. – Authorized Permit Agent (Wrt615@gmail.com)
Robert Kirby – U.S. Army Corps of Engineers (Robert.J.Kirby@usace.army.mil)



COMPLETENESS SUMMARY
COASTAL CONSTRUCTION PERMIT APPLICATION
PROJECT NO. CLI-2015-0301

PROJECT NAME: Kociuba
PROJECT ADDRESS: 1720 S. Treasure Drive, North Bay Village
DATE: September 18, 2015
PROJECT MANAGER: Sabrina Schneider

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO CONTINUE PROCESSING YOUR PERMIT APPLICATION:

- Site plan depicting the proposed mooring configuration.
- Manufacturer's specifications for all vessels to be moored on-site.
- Revised sketches shall be requested once the scope of work has been finalized.

DOCUMENTS REQUIRED PRIOR TO PERMIT ISSUANCE:

- A minimum of 4 sets of plans signed and sealed by a Florida Professional Engineer.
- Structural and zoning approvals from North Bay Village.
- Letters of consent from adjacent property owners which specifically references the construction approved by DERM shall be requested.
- Permit fee in the amount of \$620.00.

STATE AND FEDERAL CHECKLIST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

DERM has been delegated the authority to review the proposed project and grant proprietary authorization for the use of sovereign submerged lands pursuant to an operating agreement between DERM and the FDEP.

To be determined once the scope of work has been finalized.

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

DERM has been authorized to administer the programmatic general permit SAJ-42 in conjunction with the issuance of a Class I permit pursuant to an operating agreement with the United States Army Corps of Engineers.

The application does not contain sufficient information to determine if the project qualifies for the Federal general permit (SAJ-42). Please contact the DERM project manager for further information.

PLEASE SUBMIT THIS INFORMATION AS SOON AS POSSIBLE SO THAT WE MAY COMPLETE THE PROCESSING OF YOUR APPLICATION. ANY QUESTIONS SHOULD BE DIRECTED TO THE DERM PROJECT MANAGER LISTED ABOVE.



CLASS I PERMIT APPLICATION

LETTER OF CONSENT

Note: Please insert applicable information

Date: December 31, 2015

Miami-Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
CLI-2015-0301, (insert Class I Permit application number), for work proposed at
1720 S. Treasure Drive | North Bay Village | Florida | 33141
(insert address of proposed work)

Ladies and Gentlemen:

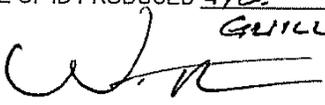
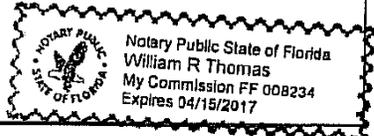
I, Guillermo & Maricela Garcia (insert name), am the owner of the property located at
1710 S. Treasure Drive | North Bay Village | Florida | 33141
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the
plans entitled PROPOSED DOCK

(insert title of plans)

prepared by JAMES BUSHOUSE, INC dated 12/22/15 and preliminarily approved
by RER on 12/28/15 for the above-referenced project. Pursuant to Section 24-
48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-
referenced project.

Sincerely,
X Guillermo Garcia
X Maricela Garcia
Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS 11 DAY OF Jan, 20 16
BY Guillermo Garcia & Maricela Garcia
 PERSONALLY KNOWN PRODUCED IDENTIFICATION (PLEASE CHECK ONE)
 TYPE OF ID PRODUCED D.L.# G620-280-40-167-0
GUILLERMO

 _____ NOTARY PUBLIC




CLASS I PERMIT APPLICATION

LETTER OF CONSENT

Note: Please insert applicable information

Date: December 31, 2015

Miami-Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
CLI-2015-0301, (insert Class I Permit application number), for work proposed at
1720 S. Treasure Drive | North Bay Village | Florida | 33141
(insert address of proposed work)

Ladies and Gentlemen:

I, Ana M Cairns (insert name), am the owner of the property located at
1730 S. Treasure Drive | North Bay Village | Florida | 33141
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the
plans entitled PROPOSED DOCK

(insert title of plans)
prepared by JAMES BUSHOUSE, INC dated 12/22/15, and preliminarily approved
by RER on 12/28/15 for the above-referenced project. Pursuant to Section 24-
48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-
referenced project.

Sincerely,

Ana Cairns
Adjoining Riparian Property Owner

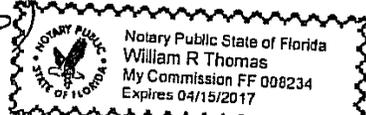
SUBSCRIBED AND SWORN TO ME THIS 11 DAY OF Jan, 20 16

BY Ana Cairns

PERSONALLY KNOWN PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED D.L.# C659-013-52753-0
(52-753-0)

William R Thomas NOTARY PUBLIC



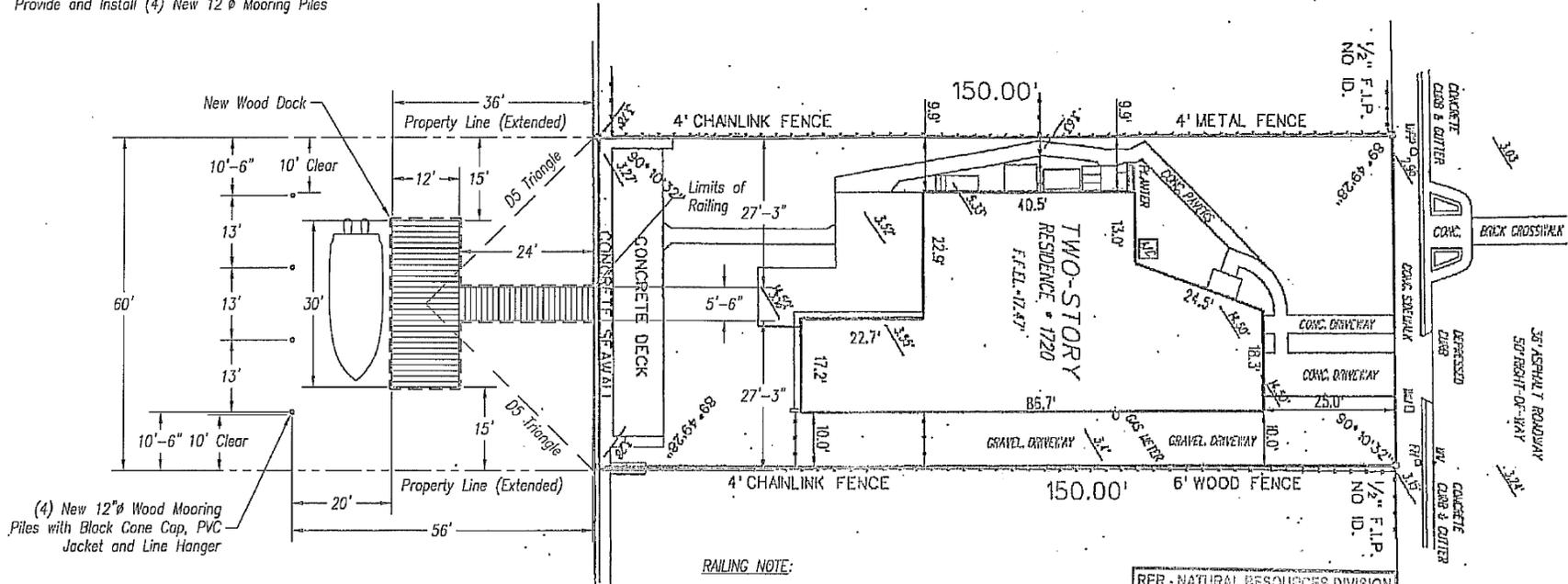


**Staff Report
Dock Permit Request**

**Applicant: Joseph Kociuba
1720 S Treasure Drive**

SCOPE OF WORK:

1. Construct New 5'-6"x24' Wood Access Ramp and 12'x30' Long Platform Wood Dock with (10) 12x12 Concrete Dock Piles
2. Provide and Install 126 Lineal Feet of Rope Railing
3. Provide and Install (4) New 12"Ø Mooring Piles



(4) New 12"Ø Wood Mooring Piles with Black Cone Cap, PVC Jacket and Line Hanger

NOTE:

Existing PVC pipes for Electric to Dock To Remain.

NO DISCHARGE of water, sewage, industrial wastes, cooling water or solid wastes, or any other wastes into waters of Dade County.

RAILING NOTE:

96' of Permanent Rope Railing and 30' Removable Rope Railing on Outside Edge of Dock

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME *Chad Wray*
DATE *3/15/2016*



Lot 3 Block 1
TREASURE ISLAND
Plat Book 50 Page 67
Dade County
Florida

Site Plan
(Proposed Conditions)
Scale: 1" = 20'

RECEIVED

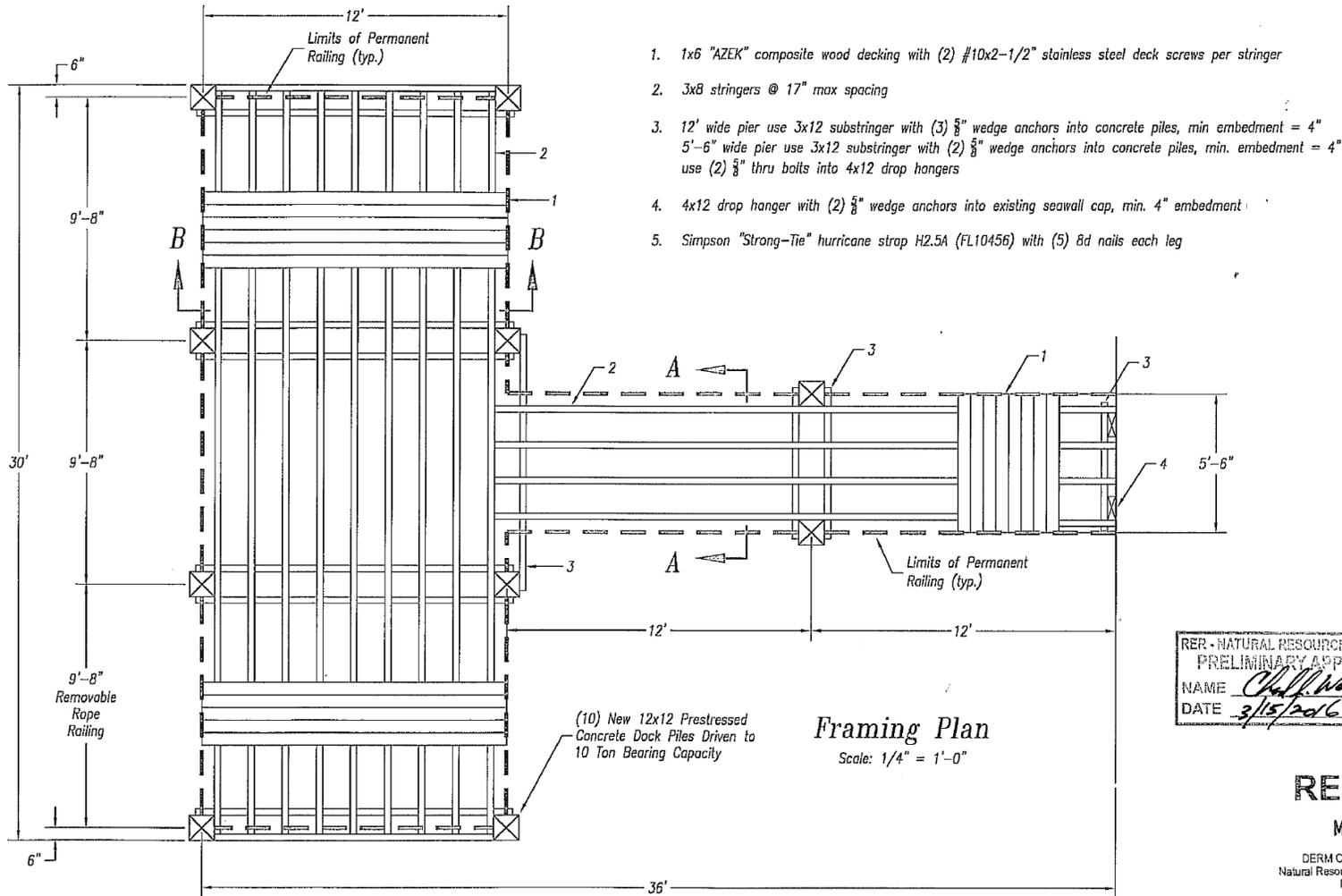
MAR 15 2016

DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)



Staff Report
 Dock Permit Request

Applicant: Joseph Kociuba
 1720 S Treasure Drive



DER - NATURAL RESOURCES DIVISION
 PRELIMINARY APPROVAL
 NAME *Chell Wang*
 DATE *3/15/2016*

RECEIVED

MAR 15 2016

DERM Coastal Resources Section
 Natural Resources Regulation & Restoration
 Division (NRRRD)

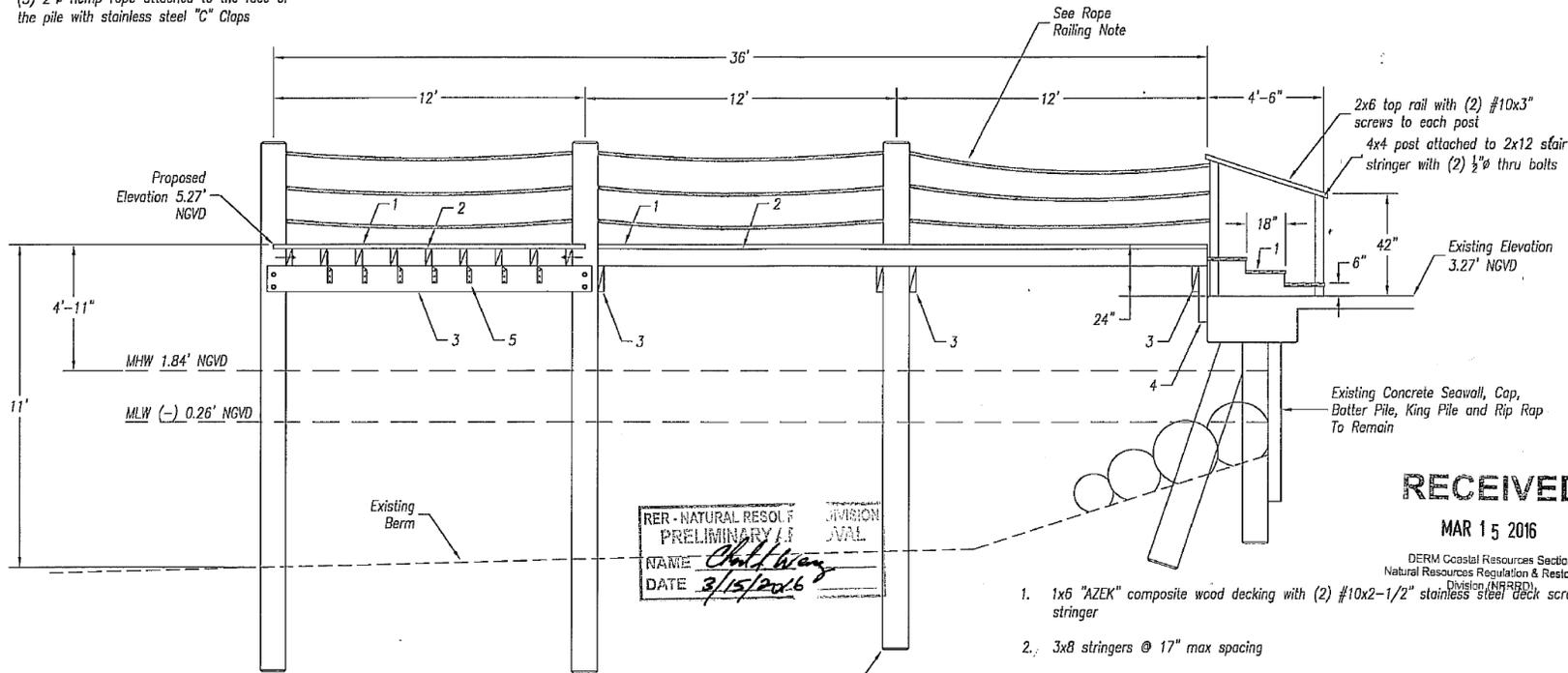


Staff Report
Dock Permit Request

Applicant: Joseph Kociuba
1720 S Treasure Drive

ROPE RAILING:

(3) 2" hemp rope attached to the face of the pile with stainless steel "C" Clips



STEP DETAIL:

4'-6" x 6" wide wood steps with 2x12 stair stringers @ 16" max spacing, 2x8 stair header attached to drop hanger with (2) 1/2" lag bolts and attached to each stair stringer with (2) #10x3" screws. 2x4 floor plate between each stair stringer with (2) 1/4"x3" tapcons to pool deck and attached to each stair stringer with (2) #10x3" screws.

New 12x12 Prestressed Concrete Dock Piles Driven to 10 Ton Bearing Capacity

Typical Dock Section

Scale: 1/4" = 1'-0"

1. 1x6 "AZEK" composite wood decking with (2) #10x2-1/2" stainless steel deck screws per stringer
2. 3x8 stringers @ 17" max spacing
3. 12' wide pier use 3x12 substringer with (3) 5/8" wedge anchors into concrete piles, min embedment = 4"
5'-6" wide pier use 3x12 substringer with (2) 5/8" wedge anchors into concrete piles, min. embedment = 4"
use (2) 5/8" thru bolts into 4x12 drop hangers
4. 4x12 drop hanger with (2) 5/8" wedge anchors into existing seawall cap, min. 4" embedment
5. Simpson "Strong-Tie" hurricane strap H2.5A (FL10456) with (5) 8d nails each leg

RECEIVED

MAR 15 2016

DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRD)



LaRue



email (on back)
mail orig.

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1720 S. Treasure Dr

Owner Name Joseph Kociuba Owner Phone # 305-867-4423

Owner Mailing Address 1720 S. Treasure Dr, N. Bay Village,
FL 33141

Applicant Name Joseph Kociuba Applicant Phone # _____

Applicant Mailing Address 1720 S. Treasure Dr, N. Bay Village FL

Contact Person Bill Thomas Contact Phone # 954-422-8166 33141

Contact Email Address WRT615@gmail.com

Legal Description of Property Treasure Island PB 50-67 Lot 3 BIK 1

Existing Zoning 0600 Lot Size 55 x 150 Folio Number 23-3209-009-0030

Legal Description Treasure Island PB 50-67 Lot 3 BIK 1

Project Description New T-shaped Wood Dock + 4 Mooring Piles
5'-6" x 24' Entry way, 12' x 30' terminal Platform + (10) 12" concrete
Dock Piles

Dock Length Measured Perpendicular from Seawall 36'

Mandatory Submittals (Applicant must check that each item is included with this application)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Site plans which depict: | <input checked="" type="checkbox"/> Property survey |
| <input checked="" type="checkbox"/> North point | <input checked="" type="checkbox"/> Elevations |
| <input checked="" type="checkbox"/> Scale at 1/16 inch to the foot, or larger | <input checked="" type="checkbox"/> DERM approval |
| <input checked="" type="checkbox"/> Date of preparation | <input checked="" type="checkbox"/> Application fees |
| <input checked="" type="checkbox"/> Dock structures | <input checked="" type="checkbox"/> Cost recovery deposit |
| <input checked="" type="checkbox"/> Any mechanical equipment | |
| <input checked="" type="checkbox"/> Any exterior lighting | |
| <input checked="" type="checkbox"/> Any other physical features | |

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval 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 Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval 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 Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 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 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 Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

* Authorized Signature Joseph Kociuba
Print Name Joseph Kociuba

(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.)

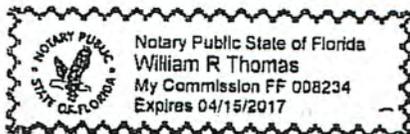
STATE OF FLORIDA
COUNTY OF Dade

Sworn to and subscribed to before me this 04 day of April, 2010,
by Joseph Kociuba

who is personally known to me or who has produced _____ as identification.

Notary Public Signature [Signature]

Commission Number/Expiration _____



DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 4/22/16

Tentative Meeting Date: 5/10/16

Fee Paid: \$ 300.00

Cash or Check # /

Date Paid: 4/22/16



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 28, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A NEW DOCK AT 1720 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A NEW DOCK AT 1720 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Joseph Kociuba, has requested a Building Permit to construct a new dock, which will extend 36 feet from the existing seawall into Biscayne Bay, at his residence, 1720 South Treasure Drive, Treasure Island, in the RS-2 Zoning District, North Bay Village, Florida; and

WHEREAS, Sections 150.11(C)(D) and (F) of the North Bay Village Code of Ordinances requires all applications for construction of boatlifts to be approved by the Village Commission; and.

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, May 10, 2016 at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the boatlifts are safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(A) of the North Bay Village Code of Ordinances, approval is granted to construct a new dock, which will extend 39 feet from the existing seawall into Biscayne Bay, at 1720 South Treasure Drive, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit 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.
5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 10th day of May 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Construction of New Dock-1720 South Treasure Drive –May 10, 2016.



North Bay Village

Administrative Offices

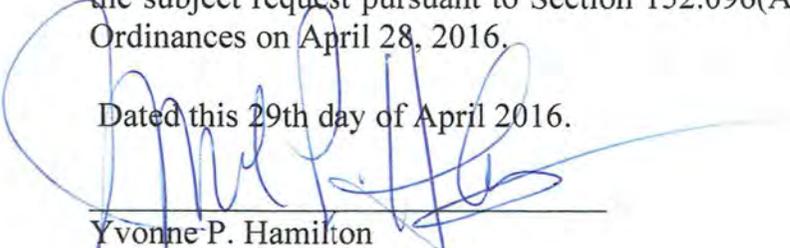
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on April 28, 2016.

Dated this 29th day of April 2016.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting – May 10, 2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

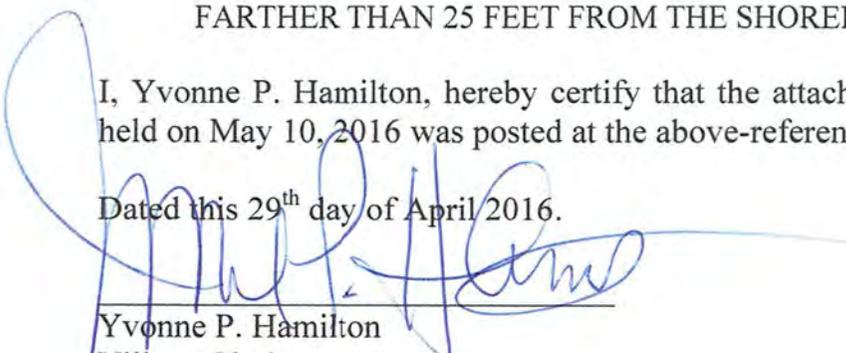
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on May 10, 2016 was posted at the above-referenced property on April 29, 2016.

Dated this 29th day of April 2016.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – 5/10/2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, MAY 10, 2016 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 28, 2016)

Owner/Occupant
7517 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
1701 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7516 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
1721 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7517 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
1741 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7516 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
1771 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1690 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1671 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1770 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1720 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1730 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1740 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1750 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #3C
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #4A
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #4B
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #4C
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #5A
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #5B
N. Bay Village, FL 33141

Owner/Occupant
1790 S. Treasure Drive, #5C
N. Bay Village, FL 33141



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, MAY 10, 2016** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP, COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Final Adoption)*
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(First Reading)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND CHAPTER 152, SECTION 152.055 ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*
4. AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
 2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
5. AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.
6. PUBLIC INPUT FOR STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE AND REVIEW THE STRATEGIC PLAN 5 YEAR CAPITAL IMPROVEMENTS SCHEDULE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

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YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 22, 2016)

KEEPING KIDS FIT

Bike to School Day a great time to teach safety

BY JONATHAN HOOSHMAND
UHealthSystem.com

For children, riding your bicycle to school used to be one of the greatest moments of independence. Excited by your new-found freedom, you could go as fast or slow as you wanted, and you didn't have to stay cooped up in the car. How can we get that back?

National Bike to School Day, an annual event, is a great start. A Bike to School Day event can incorporate the whole community, including parents, teachers, law enforcement, local businesses and community organizations. This can be a fun family activity and a great way to energize the entire family's day. As you ride together, you'll notice the smile come across your child's face and probably yours as well.

A Miami-Dade County school has participated in National Bike to School Day every year since the event kicked off in 2012. For this year's event on May 4, BikeSafe is partnering with Jane S. Roberts K-8 Center to host a morning ride and will then visit students in the afternoon at both Fienberg Fisher K-8 Center and Nautilus Middle School to promote riding to school.

Physical activity and play are extremely important for a child's development. In an age of abundant standardized testing and decreased recreation, it's important that we provide our children with opportunities to move around. Bicycling to school builds

activity into the day and can result in improved physical and mental health, and improved academic performance. It can also empower children and provide them with a sense of independence.

There are a few key preparations you should take to ensure you and your child have an enjoyable and safe ride to school.

Sit and discuss safe bicycling behaviors with your child. Make sure they know the basics. They should know to stop and look both ways before crossing streets. If they are riding on the street, they should know to stop at all stop signs and red lights. Also, remember to discuss the importance of being aware of your surroundings.

Help your child select a safe and comfortable route. The direct route is not always the best, and it's important to explore the options available for your ride to school. Quiet neighborhood streets are ideal, especially ones that keep you away from primary neighborhood arteries. Going a few blocks out of the way can often lead to a much safer and enjoyable ride. Explore your school neighborhood on the weekend to come up with possible routes, and try them out on a school day to see which one you like most.

It is also important to make sure the bike is safe and ready to ride. An ill-fitting bike, or one that doesn't work properly, can put a damper on any ride. Perform the "A, B, C, Quick check" before you take your bike out. Check

your tires for Air by making sure the pressure matches the suggested pressure on the tire's sidewall. Inspect your Brakes by making sure the brake levers and calipers are working correctly and don't rub against the tire or wheel where they aren't supposed to. Examine the Chain, chain ring and the pedals to ensure that there isn't any rust and everything spins smoothly. Lastly, if the bicycle has quick release levers on the seat post or wheels, make sure they are closed securely to prevent a wheel from falling off or a seat from dropping during the ride.

Florida law states that children 16 and younger must wear a helmet when riding a bicycle. Use the two-finger helmet fitting rule to ensure proper fit. This rule uses the rider's two fingers to check that there are only two fingers of space between the eyebrows and helmet, that the straps of the helmet make a "V" shape around the rider's ears and that only two flat fingers fit between the rider's chin and the closed helmet buckle.

For more information on National Bike to School Day and bicycle safety, visit www.bikesafe.us or www.facebook.com/iBikeSafe.

Jonathan Hooshmand is the program manager of BikeSafe, a part of the Kidz Neuroscience Center at UHealth - the University of Miami Health System. For more information, visit UHealthSystem.com/patients/pediatric



Memorandum

To: Frank Rollason, Village Manager
Mayor and Village Commission

From: James G. LaRue, AICP

Date: April 26, 2016

Subject: 2015-16 Comprehensive Plan Amendments

On May 10, the Commission will have the adoption public hearing for our 2015-16 Comprehensive Plan Amendments, which were submitted to the State Land Planning Agency for review after the February 23rd Commission transmittal public hearing. None of the comments from the Department of Economic Opportunity or other review agencies raised issues of non-compliance. There were however, helpful technical assistance comments that we have incorporated as policy revisions in some instances. See attachments 1 and 2 for comments and responses. We will summarize those revisions at the meeting which are basically confined to the Future Land Use, and the Coastal Management Elements along with the Water Supply Facilities Work Plan Update 2015.

Following this hearing staff will submit the adopted Comprehensive Plan Amendment package to the state agencies for final review. We expect a full compliance finding by July. If anyone wishes to be briefed before the meeting, please let the Village Manager know and we will meet with you individually.

C: Yvonne Hamilton, Village Clerk
Jenorgen Guillen, Deputy Village Clerk
Bert Wrains, Finance Director
Robert Switkes, Village Attorney
David Acosta

The following responses are in reference to the DEO technical assistance comments dated April 16, 2016 for the North Bay Village Plan Amendment 16-1ESR.

Technical Assistance Comment 1: The proposed change to Future Land Use Element Policy 2.1.12 deletes the allowable density within the Commercial Land Use category. The only limit on the number of residential dwelling units that could be developed within the Commercial land use category is removed. Section 163.3177(1), F.S., requires that the Comprehensive Plan provide a meaningful and predictable standard for the use and development of land. The Village should establish a density standard or cap on the residential density allowed within the category.

Response: In Future Land Use Policy 2.1.13 the Village will not delete sub-section (5) in its entirety. The revised section (5) shall establish a density standard of 70 dwelling units per acre for commercial-residential mixed-use development.

Policy 2.1.13~~2~~

~~4.5.~~ ~~The total number of All~~ new dwelling units that can be built within the Commercial Future Land Use category shall not exceed ~~one thousand twenty (1,020)~~ 70 dwelling units per acre.

Technical Assistance Comment 2: Coastal Management Element Policy 8.5 defines the Coastal High Hazard Area (CHHA) as the entire corporate limits of the Village. This is consistent with a previous definition of the CHHA as being equivalent to the Category 1 Evacuation Zone. Pursuant to Section 163.3178(2)(h), F.S., the CHHA is now defined as being the area below the elevation of the category 1 storm surge line. The Village should consider updating its CHHA policy and map to reflect the new standard.

Response: Based on the latest version of the Miami-Dade Coastal High Hazard Area (CHHA) map for North Bay Village the CHHA is considerably reduced and no longer encompasses the entire Village as it was in the 2010 Comprehensive Plan. Coastal Management Objective 8.5 and Policy 8.5.1 will be revised to now define the CHHA as that area below the category 1 storm surge line. The latest map created by Miami-Dade Emergency Management will be the official CHHA map included within the Coastal Management Element. Other policies in the Coastal Management Element and in other Elements of the Comprehensive Plan will no longer refer to the entire Village being within the CHHA.

Objective 8.5: The Coastal High Hazard Areas in the ~~City~~Village shall be the area below the elevation of the category 1 storm surge line as established by a “Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model”. ~~entire corporate limits as designated by the South Florida Regional Planning Council.~~



Policy 8.5.1: The definition for Coastal High Hazard Areas shall be the area below the elevation of the category 1 storm surge line as established by a “Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model”.~~in accordance with Rule 9J-5.003(17), Florida Administrative Code, as established by the South Florida Regional Planning Council.~~

Technical Assistance Comment 3: The timing of the Village's commercial revitalization policies may be premature. The drafting of the Village's Economic Development/Redevelopment Strategic Plan is still ongoing through the current Department grant, and has yet to receive public comment. The proposed deletion of the Mixed Use Category and building height and setback changes should be considered with the ultimate recommendations of the Strategic Plan. The Village should consider waiting to adopt these policies until the Strategic Plan has been completed.

Response: The draft Strategic Plan received public review before the Village Commission on April 12, 2016. The commercial revitalization policies have been reviewed and there were no contradictions to the proposed deletion of the antiquated mixed-use category. The final adoption of the Comprehensive Plan Amendments will not occur until the May or June Village Commission meeting.

Technical Assistance Comment 4: Proposed Objective 2.4 is intended to facilitate, in part, narrow buildings and unimpeded views along the Village's north Bayfront; proposed Future Land Use Element Policy 2.4.1 would enable the Village to allow larger setbacks within this area, presumably for the purpose of protecting the associated viewsheds. However, as proposed, the policy does not specify allowing larger *side-yard* setbacks and could result instead in greater *front-yard* setbacks, which have a pronounced adverse impact on pedestrian mobility and also potentially adversely affect pedestrian safety. In addition, increasing any setback other than side-yard setbacks, would not accomplish the intended outcome (protection of viewsheds) and could result in a less efficient, and more expensive to develop, land use pattern. It is suggested that the Village revise this policy to specify that *large* side-yard setbacks be allowed for purpose of maintaining the Biscayne Bay viewshed.

Response: Policy 2.4.1 will be revised to emphasize large side setback requirements that will allow unimpeded views of the Biscayne Bay.

Policy 2.4.1 The Village shall allow additional building height and larger side setbacks on commercial lots on the north side of Kennedy Causeway to encourage innovative mixed-use infill development, larger view corridors, smaller building footprints, greater open space, and expanded bay Vistas.



Technical Assistance Comment 5: Neither the proposed changes nor existing comprehensive plan provisions proposed to remain intact completely implement the requirements of Chapter 163.3178(2)(f), F.S. (2015 Peril of Flood legislation). The Village should examine these requirements and revise the proposed policies to implement these new requirements.

Adopted policies should have specific dates and mechanisms for implementation. The Village should also look at existing policies to see where they can be expanded to include flooding as well as consideration of coastal hazards. For example, Coastal Management Element Policy 8.8.12 discusses immediate repairs vs. long-term redevelopment. This policy could be revised to discuss repetitive loss infrastructure and identification of infrastructure at risk for coastal flooding.

The Village has stated in its support documentation for the proposed amendments that updates to infrastructure are often conditions to development approvals within the Village. The timing of the Development/Redevelopment Strategic Plan and the proposal of sea level rise policies create a unique opportunity for the Village to incorporate considerations of sea level rise and coastal vulnerability issues within its revitalization plan. The Village might consider taking this opportunity to identify vulnerable areas and encourage its revitalization and mitigation efforts accordingly. Note that this is a technical assistance comment, and while the Department encourages the Village to take this action, it may choose to not do so at this time. However, the Department is not making a determination that the requirements of Section 163.7178(2)(f), F.S. have been met.

Response: The Village will take the technical assistance comments regarding the *2015 Peril of Flood legislation* under advisement. Future policy revisions fully meeting the 2015 legislative requirement will be more practical when all the available data on sea level rise can fully be evaluated. The Village is not prepared, without considerable public input, to designate adaptation action areas at this time.

The following responses are in reference to the SFWMD technical assistance comments dated March 22, 2016 for the North Bay Village Plan Amendment 16-1ESR.

Comment 1: Revise Section 3.0 Data and Analysis to include a section on water conservation efforts of the Village to determine whether they need to be updated or revised based on how they have been implemented or because of changes in statutory requirements. The updated information should address the following, as applicable:

- An analysis of the existing levels of water conservation, use, and protection and the applicable policies of the Village, the District, and the 2013 Lower East Coast Water Supply Plan Update.
- An identification of options to conserve water, including rate structures, education programs, Florida-friendly landscape ordinances, irrigation ordinances, etc.
- A description of the successful implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures as detailed in 40E-24 Florida Administrative Code
- How successful the Village's enforcement of water shortage and other irrigation restrictions has been.

Response:

The Village in Section 3.4 of its Water Supply Facilities Work Plan Update 2015 contains comments about its local water conservation efforts along with an update on what MDWASD is doing. The sub-title of the section has been modified to reflect this more clearly. In addition, the Village's recent efforts to be more active in water conservation has been added to the existing text. See section below.

3.4 MDWASD and the Village's Water Conservation and Water Reuse Actions

Water Conservation

The per capita usages contained in Table 3-5 are adjusted, taking into consideration MDWASD water conservation. MDWASD is implementing a 20-year water conservation plan and is looking for ways to reduce non-revenue water. The MDWASD 20-year Water Use Efficiency Goal Based Plan (Plan) was approved by the SFWMD in May 2007. The Water Conservation projections included in Table 3-5 were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Currently, MDWASD is implementing all Best Management Practices (BMPs) included in the Plan. Values contained within the above table reflect projections as of June 2014.

Miami-Dade County has enacted water use efficiency-legislation including permanent landscape irrigation restrictions, landscape ordinances requiring Florida Friendly landscaping in new construction and in right of ways, and the installation of high efficiency plumbing fixtures in new construction. **North Bay Village's water conservation efforts have benefited from this legislation.** Water conservation activities are funded annually through the operations and maintenance budget and are therefore not included in capital budgets.



Water conservation projections do not reflect water demand reductions presented by the "Unaccounted Water Loss Reduction Plan (February 2007)" prepared by Malcolm Pirnie, Inc. The potential additional reduction in water demands, as a result of real non-revenue water loss, is estimated at 14.25 mgd over the next ten years.

The Village will **continue to** coordinate future water conservation efforts with the MDWASD and the SFWMD to ensure that proper techniques are applied. **The Village has adopted policies encouraging the use of Green Building Standards for new development, as well as those emphasizing low impact development techniques.** In addition, the Village will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Village will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. **In 2016, the Village will distribute educational materials to its residents concerning Florida Friendly landscaping in coordination with SFWMD.**

Comment 2: Revise Section 4.1 Planned Water Facilities and Capital Improvement Schedule and Table 1 to include an updated Schedule of Capital Improvements with a listing of water supply projects (alternative and traditional) for five years after adoption of the Village's updated Work Plan. Include in the Section projects the Village may be responsible for, if any, and projects Miami-Dade WASD is responsible for. Update and include the following information in the Village's Comprehensive Plan, as applicable:

- The 5-Year Schedule of Capital Improvements should indicate if projects are either funded or unfunded. If a project is unfunded, provide a level of priority for funding.
- An explanation of projects outside the 5-Year Schedule (such as a needed project in year seven (7) of a 10-year plan) and how they will be addressed.
- A description of how projects are coordinated with the 2013 Lower East Coast Water Supply Plan Update.

Response:

Table 4-1, formally Table 12 of the MDWASD Water Facilities Capital Improvements program is directly from the 2014-2033 Water Supply Facilities Work Plan and the Capital Improvements Element of Miami Dade's current Comprehensive Plan. The project list represents the best data available for water facility improvements. The projects are funded and the funding account code is now included. North Bay Village has no water supply facility projects that they are responsible for.

Comment 3: The Village's Work Plan and the Miami Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan should be incorporated into the Village's Comprehensive Plan by reference with a new policy that includes the specific title and date of adoption. The following is an example policy:



Policy 1.7 - The Town of Surfside 15-Year Water Supply Facilities Work Plan dated December 2015 is hereby adopted by reference into the Comprehensive Plan, along with the Miami Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, inclusive of all potable water projects. The Work Plan will be updated as needed, at a minimum every five years, or concurrent with the any updates to the Miami Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033).

Response:

Policy 7.5.5: The North Bay Village Water Supply Facilities Work Plan 2015 Update is hereby adopted by reference into the North Bay Village Comprehensive Plan, along with the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, inclusive of all potable water projects. The Work Plan will be updated as needed, at a minimum of every five years, or concurrent with any updates to the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033).

Comment 4: Revise Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element Policy 7.4.1 and Capital Improvements Element Policy 12.1.5 to include a per capita rate or level of service standard specific for the Village, and not the County-wide rate. The information should be as consistent as possible with the per capita rate or level of service standard utilized by Miami-Dade Water and Sewer Department (WASD) for potable water supplied to the Village. The per capita rate for the Village set by WASD is 148.11 gallons per day.

Response:

Policy 7.4.1: In conjunction with Miami-Dade County Water and Sewer Authority Department, provide for an adequate water supply to meet ~~an average demand of 120~~ level of service of 148.11 gallons per capita per day ~~as per county-wide usage.~~

Policy 12.1.5: The CityVillage shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

Kennedy Causeway	D
Local Roads	C
Wastewater	110 gpd <u>per capita</u>
Potable Water	155 <u>148.11</u> gpd <u>per capita</u>
Solid Waste	4 lbs per person <u>per day</u>
Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms).



EXHIBIT A

Comprehensive Plan Amendments

North Bay Village

Goals, Objectives, and Policies of the Comprehensive Plan



Amended:

April 13, 1999

May 16, 2000

November 25, 2003

December 11, 2007

October 14, 2008

March 10, 2009

May 10, 2016

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INTRODUCTION

Prior to 1940, most of what is now North Bay Village lay beneath the waters of Biscayne Bay. The only dry land was Broadcast Key, a five-acre island from which pioneer radio station WIOD began broadcasting in 1926. Today, television station WSVN-TV maintains its headquarters at this same site, now joined with Treasure Island.

In 1940, dredging and bulk-heading created North Bay Island. By 1941, palm-lined streets had been laid out, and 12 homes had been built and occupied. Today, the Island has grown into a lush neighborhood of attractive single-family residences.

During the mid-1940s dredging and filling created Harbor Island and Treasure Island. Harbor Island is composed primarily of multi-family buildings. Treasure Island whose street name was drawn from Robert Louis Stevenson's classic adventure novel Treasure Island, is a mixture of single family dwellings and multifamily dwellings. Treasure Island's streets also took their names from the novel such as Cutlass, Buccaneer, Hispanola, and even Pirate's Alley.

North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

Most of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 376 single-family homes.

On March 14, 2006, ~~the City of~~ North Bay Village adopted *The 2006 Evaluation and Appraisal Report* (EAR). The EAR provided a summary analysis of the successes and failures of the Comprehensive Plan, identified major issues of concern, and proposed changes to amend and update the entire Comprehensive Plan. ~~The City of~~ North Bay Village's Comprehensive Plan was updated using the best available data and analysis gathered within the *2006 Evaluation and Appraisal Report* and edited to ensure accuracy and consistency. ~~New planning timeframes were established for the Plan with 2007-2012 being the short range planning timeframe and 2013-2018 for the long range planning timeframe. Goals, objectives, and policies were revised to reflect new information and some of the policies and programs were revised with more achievable implementation timeframes.~~

The EAR identified five (5) major issues which the ~~City~~ Village addressed in the EAR-based Comprehensive Plan Amendments.

- **Major Issue 1:** Hurricane evacuation for permanent and seasonal residents.
- **Major Issue 2:** Affordable housing.
- **Major Issue 3:** Redevelopment.
- **Major Issue 4:** Replacement of existing water and sewer infrastructure.
- **Major Issue 5:** Transportation (reassessment of parking standards).

On December 11, 2007, the ~~City~~ Village Commission adopted the EAR-based Comprehensive Plan Amendments.

~~The State of Florida recently mandated local governments to implement a Public School Facilities Element and a 10-Year Water Supply Facilities Work Plan into their Comprehensive Plans.~~

The ~~City Village~~ prepared a ~~new~~ Public School Facilities Element Amendment that ~~also~~ contained associated amendments to the Intergovernmental Coordination and Capital Improvements Elements and a revised Interlocal Agreement for School Concurrency between the ~~City Village~~ and the School Board of Miami-Dade County. The revised Interlocal Agreement was adopted by Resolution on February 21, 2008, and the Public School Facilities Element Amendment was adopted by Ordinance by the ~~City Village~~ Commission on October 14, 2008.

The ~~City Village~~ prepared the 10-Year Water Supply Facilities Work Plan which included associated amendments to the Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element (Infrastructure Element), the Coastal Management, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Comprehensive Plan. The ~~City Village~~ was required to coordinate its Comprehensive Plan with the South Florida Water Management District's Lower East Coast Water Supply Plan by including a 10-year Water Supply Facilities Work Plan into the Comprehensive Plan. The ~~City Village~~ Commission adopted the Amendment by Ordinance on ~~February 16~~ March 10, 2009.

In 2016, the Village prepared an update to the Comprehensive Plan focusing on redevelopment issues, seeking to revitalize its commercial sector and attract new mixed-use developments to its downtown and urban center areas. The Village also prepared an update to its 10-year Water Supply Facilities Work Plan. Additionally, coastal vulnerability issues were examined and policies were adopted to protect against sea level rise and other coastal related vulnerabilities.

POPULATION ESTIMATES AND PROJECTIONS

The population data utilized for ~~the City of~~ North Bay Village is based on the most current and accurate data available from the U.S. Census Bureau ~~(2000)~~ and the Shimberg Center for Affordable Housing at the University of Florida.

In ~~2005~~2015, the Shimberg Center for Affordable Housing estimated the ~~City's~~Village's population to be approximately ~~6,937~~7,861 residents. ~~This was an annual increase of approximately 1.8% per year from the 2002 projections.~~ As shown in the table below, ~~from 2005 to 2010~~ the population ~~was only~~is expected to increase ~~to 8,430~~ by ~~2020~~approximately 1.1% per year.

2005	2010	2015	2020	2025
6,937	7,349	7,759	8,177	8,571
<small>Source: Shimberg Center for Affordable Housing at the University of Florida, 2005.</small>				

<u>North Bay Village US Census Population Count and Estimates</u>						
	<u>Census</u>	<u>Population Estimate (as of July 1)</u>				
<u>Year</u>	<u>April 1, 2010</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Population</u>	7,137	7,167	7,349	7,417	7,464	7,871
<small>Source: US Census Bureau, September 2015</small>						

<u>North Bay Village Population Projections</u>						
<u>Year</u>	<u>2015</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>	<u>2040</u>
<u>Population</u>	7861	8430	8965	9423	9827	10221
<small>Source: Shimberg Center for Affordable Housing, 2015</small>						

~~The City believes the estimates given by the Shimberg Center were much too conservative considering all the new large-scale multi-family development that has taken place in the City since the Comprehensive Plan was amended in 2003 and also based on recently approved redevelopment projects that contain new residential development. The City believes the population will continue to increase at a steady rate of 1.7% per year. Finally, as stated earlier, the City's planning timeframes are now 2012 and 2017.~~

2007	2012	2017
7,061	7,697	8,390
<small>Source: LaRue Planning & Management Services, Inc., 2007.</small>		

FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

GOAL: Secure the maximum physical, economic, and social welfare for the CityVillage 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.

To implement this goal, the CityVillage has further established the following objectives and policies.

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~~indicated by the adopted Evaluation and Appraisal Report of the 1987 Comprehensive Plan.

Policy 2.1.1: Reconsider the CityVillage's current balance of land uses and revise the current and future land use plans as well as develop regulations to reflect the findings.

Policy 2.1.2a: Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:

Residential – Residential areas with dwelling units used for permanent housing and subdivided into three districts based on density: Single family or low density allowing up to six dwelling units per acre, multi-family medium density allowing up to 40 units per acre, and multi-family high density allowing 41 to 70 dwelling units per acre.

Commercial – A broad range of general and professional office, retail, banking, hotel, service establishments, and high density residential.

Recreation and open space – Permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers.

~~*Mixed Use* – A combination of retail, office, residential, hotel, and/or institutional uses.~~

Educational – Public schools and ancillary facilities.

Public Buildings and Grounds – Government provided uses and facilities primarily serving the public.

Institutional – A non-profit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics.

Marina – Areas where boat docking facilities are offered for rent including docks and dry storage facilities.

Intensity standards, FAR (Floor Area Ratio), for the above non-residential Future Land Use categories are as follows:

	FAR
Commercial	3.0 ^{2.5}
Recreation and Open Space	0.25
Mixed Use	2.0
Educational	2.0
Public Buildings and Grounds	2.0
Institutional	2.0
Marina	0.5

- Policy 2.1.32:** Prohibit infilling of lots, expansion of existing uses, or replacement of land uses with development that is incompatible with the Future Land Use Plan by strict enforcement of development regulations.
- Policy 2.1.43:** ~~R~~**Continue to** revise the Land Development Regulations to reflect a more comprehensive definition of mixed use.
- Policy 2.1.54:** Require developers of all projects to furnish proof of availability of public services and facilities prior to receiving any development order or permit. In those instances when services or facilities are not or will not be available, development approval will be withheld unless there is an agreed upon plan between the CityVillage and the developer to provide such services and/or facilities.
- Policy 2.1.65:** Maintain the existing monitoring mechanism allowing the CityVillage to keep abreast of the regulatory responsibilities and activities of other units of government which might have impacts upon the ~~CityVillage~~.
- Policy 2.1.76:** Ensure that all development orders and permits are consistent with the goals and objectives of the CityVillage's Flood Damage Ordinance and withhold such orders and permits when they conflict with the Ordinance.
- Policy 2.1.87:** Ensure that all development orders and permits are consistent with the CityVillage's stormwater management program and withhold such orders and permits when they conflict with the program.
- Policy 2.1.98:** ~~Develop and implement a Concurrency Management System to e~~**Continue to** ensure that all new development is consistent with the goals and objectives and levels of service established by the various Elements of the adopted Comprehensive Plan.
- Policy 2.1.109:** Require unsubdivided lands to be subdivided prior to the issuance of future building permits.
- Policy 2.1.110:** Require unplatted parcels to be platted prior to the issuance of future development orders or building permits of any kind.

Policy 2.1.124: Provide for Multi-Family (High Density) Residential use in Commercial Future Land Use categories when consistent with the Concurrency provisions of the [CityVillage](#)'s Land Development Regulations and when deemed compatible with abutting land use(s).

Furthermore, applicants for such special exception use shall demonstrate:

1. that proposed location and site is appropriate for the use,
2. how the utilities and other service requirements can be met, and
3. how the impact of traffic generated will be mitigated, off-site and on-site.

Policy 2.1.132: In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50%) of the existing commercial use;
2. There will be no complete substitution of residential for commercial uses in the [CityVillage](#)'s Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of ~~3.25~~ for commercial uses only;

~~4. Residential conversion or redevelopment of commercially designated FLUM (Future Land Use Map) parcels shall be limited to two locations:~~

~~On the south side of the 79th Street/Kennedy Causeway, only those commercial properties between Hispanola Avenue and East Treasure Drive may be developed or redeveloped with a residential use. Commercial properties on the north side of the Causeway will be allowed to develop or redevelop as residential use subject to the cap on dwelling units set forth below; and~~

~~5.4. The total number of All new dwelling units that can be built within the Commercial Future Land Use category shall not exceed ~~one thousand twenty (1,020)~~ 70 dwelling units per acre.~~

Objective 2.2: Develop a program and policies to promote the [CityVillage](#)'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 2.2.1: Maintain and explore the possibility of upgrading the entry treatments and/or features at the [CityVillage](#) entries including aesthetically pleasing signage and lush tropical landscaping that reflect the [CityVillage](#)'s Community identity and spirit.

Policy 2.2.2: ~~Within one year of Plan adoption, the City shall create an incentive program~~ The Village shall continue to enhance and improve landscapes and front elevations in neighborhoods and commercial areas.

- Policy 2.2.3:** ~~Perform a redevelopment study within the City~~The Village shall continue to develop and implement the goals of the various Redevelopment/Revitalization Plans for the Kennedy Causeway Redevelopment Area through a strategic planning process ~~that is consistent with the desired community character and the goals, objectives, and policies of the adopted Comprehensive Plan. The City Commission shall adopt the Redevelopment/ Revitalization Plan by January 31, 2008. The City Manager or designee shall be responsible to monitor implementation of the strategic policies and standards of the Redevelopment/Revitalization Plan.~~
- Policy 2.2.4:** The City Village shall further refine and implement the City Village's Vision to improve the character, and to promote the identity, of the City Village, which establishes design criteria and a timetable for the improvement of street intersection elements and street furnishings. In addition, the City Village shall continue to develop and ~~the~~ implementing mechanisms ~~by 2010~~ to address the nature and design of crosswalks, signage, benches, sidewalks (including widening, meandering and ~~as well as~~ enhanced sidewalk accessibility), pavement and pavement markings, and other key elements of the public rights-of-way.
- Policy 2.2.5:** ~~Within one year of Plan adoption, t~~The City Village shall continue ~~develop written guidelines and/or an aesthetic ordinance, including the creation of a Community Appearance Board,~~ to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.
- Policy 2.2.6:** The City Village Planning & Zoning Board shall continue ~~establish an Architectural Review Board by 2010 that is designed~~ to ensure that proposed development and redevelopment is consistent with written guidelines/architectural code for development and redevelopment.
- Policy 2.2.7:** ~~In developing the architectural code, the City~~The Village shall continue to encourage developers to utilize the ~~include~~ provisions of the Bay View Overlay regulations for the enhancement of bay views and skyline view corridors for all future development projects along the Kennedy Causeway which provides s for taller and thinner silhouettes on the north side and shorter buildings to the south.
- Policy 2.2.8:** Reevaluate the City Village's ~~houseboat and~~ marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.
- ~~**Policy 2.2.9:** Require property owners who lease berths to houseboat owners to provide a storm emergency plan to mitigate damage to public waterways during and after storm events and require such owners to demonstrate the financial capability to remove sunken or damaged houseboats and houseboat debris from the public waterways subsequent to storm events in which such damage may occur.~~
- Policy 2.2.910:** The City Village shall promote a mixed-use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retail stores, and entertainment centers.
- Policy 2.2.101:** ~~By 2012, the City~~The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.
- Policy 2.11** The Village shall develop a strategic plan for the expansion of existing Village businesses and incentivizing new business to locate in the Village.

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element Plan and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws ~~to ensure compliance with the land use plan.~~

~~**Policy 2.3.2:** Require that any substantial deviation to the plan, or projections within the plan, be furnished to the Hurricane Evacuation Center with a description of the impact this may have on the Center's existing evacuation plans~~

Policy 2.3.23: Protect distinct functional areas and districts from intrusion and encroachment of incompatible uses by strict compliance to the land use plan.

Policy 2.3.34: ~~The City of~~ North Bay Village shall use the South Florida Regional Planning Council's dispute resolution process when necessary to mediate the resolution of conflicts with other local governments and regional agencies. The City Village may use alternative procedures whenever appropriate for the matter of imminent dispute, including agreements authorized by Section 163.3177, F.S., or other non-judicial approaches.

Policy 2.3.45: The City Village, although not currently impacted, shall enter into any appropriate agreement with the State of Florida University System or the Miami-Dade County School Board ~~implementing the requirements of Section 240.155(11) (15), F.S.~~, regarding campus master plans.

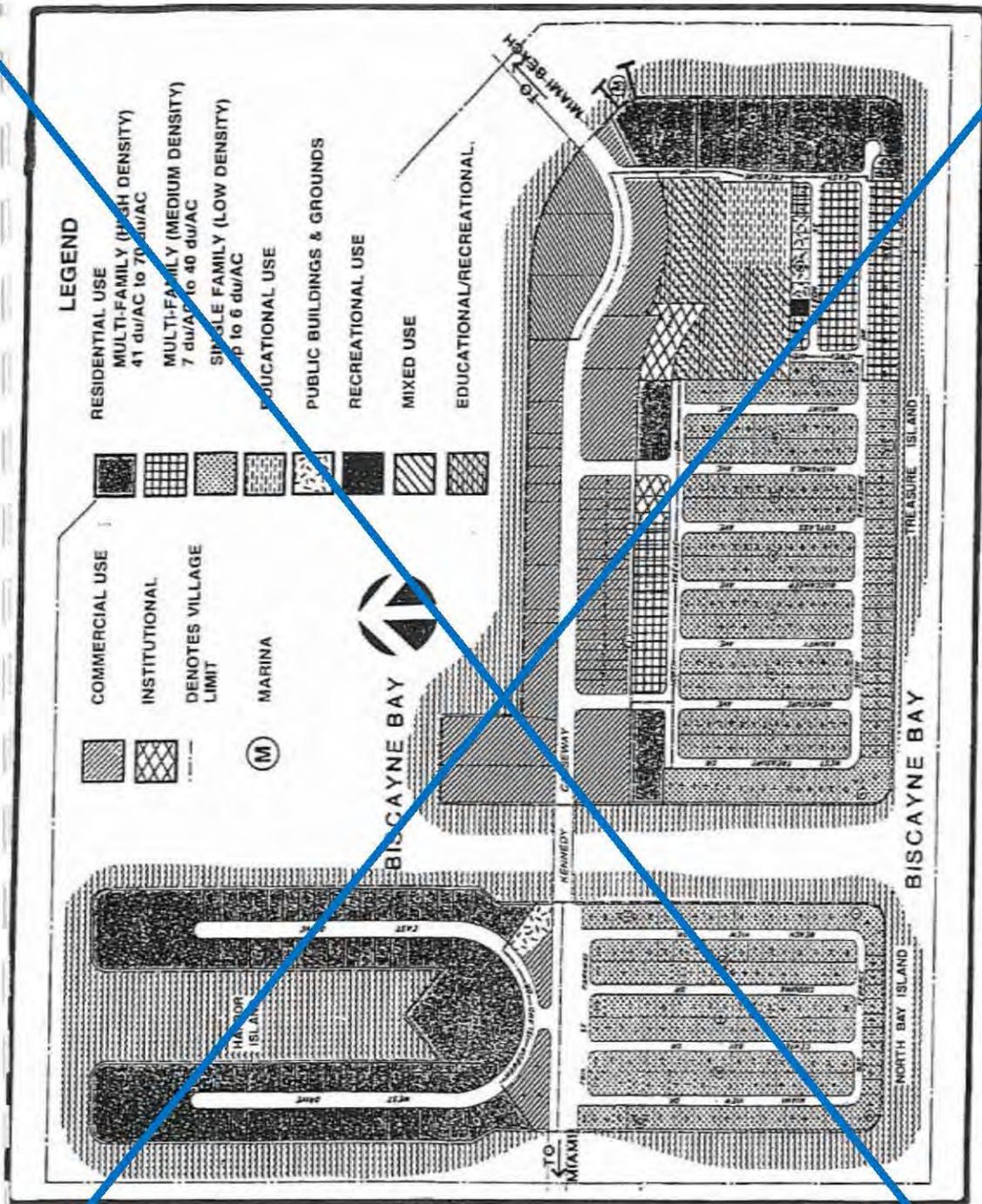
Policy 2.3.56: During pre-development program planning and site selection activities, the City Village, as service provider, will coordinate with the Miami-Dade County Public School system to consider all reasonable opportunities to co-locate new libraries, parks, and other facilities with public schools, where compatible, and the potential exists to create logical focal points for community activity. Early review and coordination activities will be modified as necessary to timely consider these potentials.

Policy 2.3.67: ~~The City of~~ North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

Policy 2.3.78: Schools shall be allowed in the RM-70 High Density and Educational land use categories.

Objective 2.4: In accordance with the vision of the 2007 Charrette Master Plan, the Village shall encourage taller, narrower, mixed-use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay.

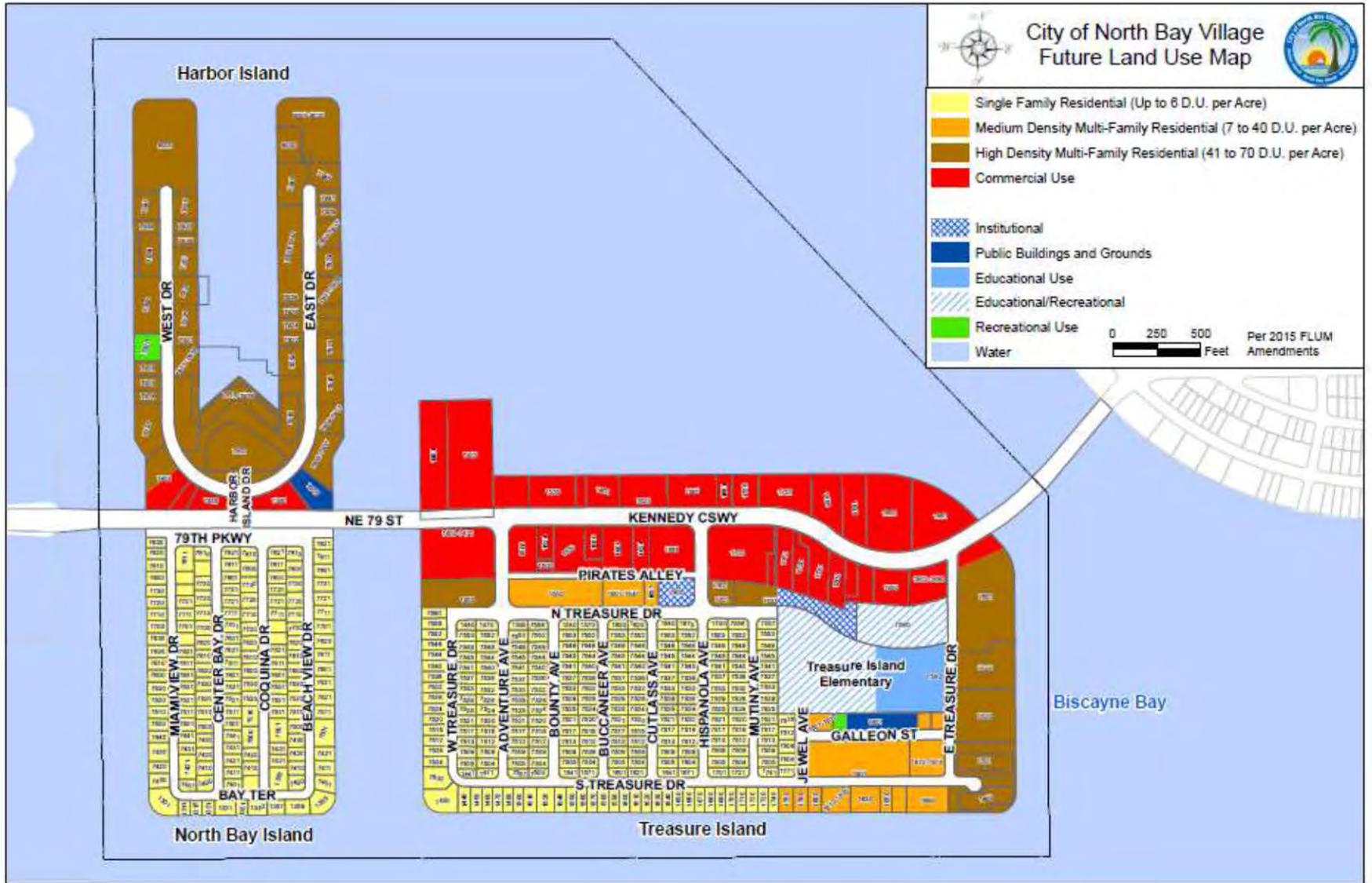
Policy 2.4.1 The Village shall allow additional building height and larger side setbacks on commercial lots on the north side of Kennedy Causeway to encourage innovative mixed-use infill development, larger view corridors, smaller building footprints, greater open space, and expanded bay Vistas.



THE CITY OF NORTH BAY VILLAGE

2012 FUTURE LAND USE MAP

DATE: JULY 10, 2007



TRANSPORTATION ELEMENT Goals, Objectives, and Policies

- GOAL:** Maintain the CityVillage's existing traffic circulation system, which provides for the safe and efficient movement of people and goods through and within the Village.City
- To implement this goal, the CityVillage has further established the following objectives and policies.
- Objective 3.1:** Communicate ~~on an annual basis~~ with other local, county, and state officials so as to coordinate transportation plans of all related entities.
- Policy 3.1.1:** Continue to communicate with the other applicable agencies and with the residents of the CityVillage.
- Objective 3.2:** Require street and walkway improvements in conjunction with all new development and/or redevelopment to ensure continued levels of service and safety.
- Policy 3.2.1:** Maintain a peak hour traffic level of service "C" on the CityVillage's local and collector roadways.
- Policy 3.2.2:** As identified in the Vision for the CityVillage, proper provisions for connectivity shall be ensured by requiring and improving pedestrian ways, the installation of bike paths and the installation of traffic calming devices.
- Policy 3.2.3:** Enforce a maximum of 25-mile-per-hour speed limit through the CityVillage, excepting the Kennedy Causeway.
- Policy 3.2.4:** Implement the plan to widen East Treasure Drive from the Causeway to Galleon Street.
- Policy 3.2.5:** Require that new development and redevelopment plans identify, by means of a trafficway impact study, and mitigate any negative impacts the plans may have upon streets and walkways to ensure the maintenance of levels of service and safety within the CityVillage. Mitigation shall be mandatory to the extent that a development or redevelopment contributes to the identified impact. No development or redevelopment plan shall be permitted without an approved trafficway impact study and mitigation plan.
- Policy 3.2.6:** Trafficway impact studies shall be performed by a traffic engineer, professional planner or planning firm qualified by training and experience to perform such studies. The planner or firm will be acceptable to CityVillage staff and paid for by the landowner or developer.
- Policy 3.2.7:** Review site plan applications for the provision of safe and convenient on-site traffic flow, considering motorized and non-motorized vehicle parking.
- Policy 3.2.8:** Enforce on-site parking standards for all new development and redevelopment. Any redevelopment resulting in an increase in units will be required to conform to current parking standards for all units at the time of redevelopment. All future new residential development and redevelopment projects will be required to provide on-site parking for each residential dwelling unit. On-site guest parking shall be required in addition to the parking required for the dwelling units. At a minimum, guest parking shall be equal to 10% of the parking required for the dwelling units~~a minimum of 10% public parking space.~~

Policy 3.2.9: As suggested by the [CityVillage](#)'s Charrette Master Plan, the [CityVillage](#) shall:

- create a sidewalk and bikeway system along the Causeway;
- provide wider sidewalks in neighborhoods; and
- create crosswalks for safer and easier access across the Causeway.

Policy 3.2.10: ~~The City shall conduct a feasibility study to widen the “flat” bridge by 2009 to improve the connectivity between the islands and provide access to scenic views.~~

Objective 3.3: **On a regular basis, monitor problems on the Kennedy Causeway to determine if congestion problems exist and investigate the feasibility of improvements.**

Policy 3.3.1: Monitor all proposed major improvements to Kennedy Causeway with Miami-Dade County and the Florida Department of Transportation.

Policy 3.3.2: The [CityVillage](#) shall require all potential development on the Kennedy Causeway to demonstrate that the anticipated traffic impact will not cause the Causeway to fall below the required Level of Service, or to mitigate any impacts to maintain or improve the required Level of Service.

Objective 3.4: **Protect road rights-of-way front building encroachment through zoning code and site plan review standards and criteria.**

Policy 3.4.1: Monitor all multi-family and commercial redevelopment projects yearly to ensure the protection of rights-of-way.

Objective 3.5: **Control access points of roads and driveways to roadways through zoning and site plan standards and criteria.**

Policy 3.5.1: Review, through the [CityVillage](#)'s development standards and criteria, all multi-family and commercial redevelopment plans for adherence to the standards for access points of roadways and driveways to roadways.

Policy 3.5.2: ~~Require that all access points to roadways are located at the farthest point from intersections to maintain consistency with the trafficway plan.~~

Objective 3.6a: **Enhance the circulation of non-motorized traffic.**

Policy 3.6a.1: Require, through the [CityVillage](#)'s [site plan](#) approval process, that all multi-family and commercial redevelopment projects plan for and provide adequate and safe pedestrian circulation facilities.

Objective 3.6b: ~~**The Village shall continue to explore all funding options for beautification of Kennedy Causeway. Develop a complete Causeway Beautification Plan by 2009, and create a Causeway Beautification Road Fund as part of the implementation strategy.**~~

Policy 3.6b.1: ~~After the Causeway Beautification Plan is complete,†~~The [CityVillage](#) shall aggressively seek funds from all appropriate agencies, public and private, to meet the funding necessary for [Kennedy Causeway](#) improvement projects ~~listed in the Causeway Beautification Plan.~~

Policy 3.6b.2: ~~The City shall require all future development and redevelopment projects to contribute to the Causeway Beautification Road Fund.~~

Policy 3.6b.3: The CityVillage shall coordinate activities with the state, regional, and local jurisdictions to promote beautification of ~~the~~Kennedy Causeway.

GOAL: Assure a safe and orderly evacuation of all CityVillage residents when necessary.

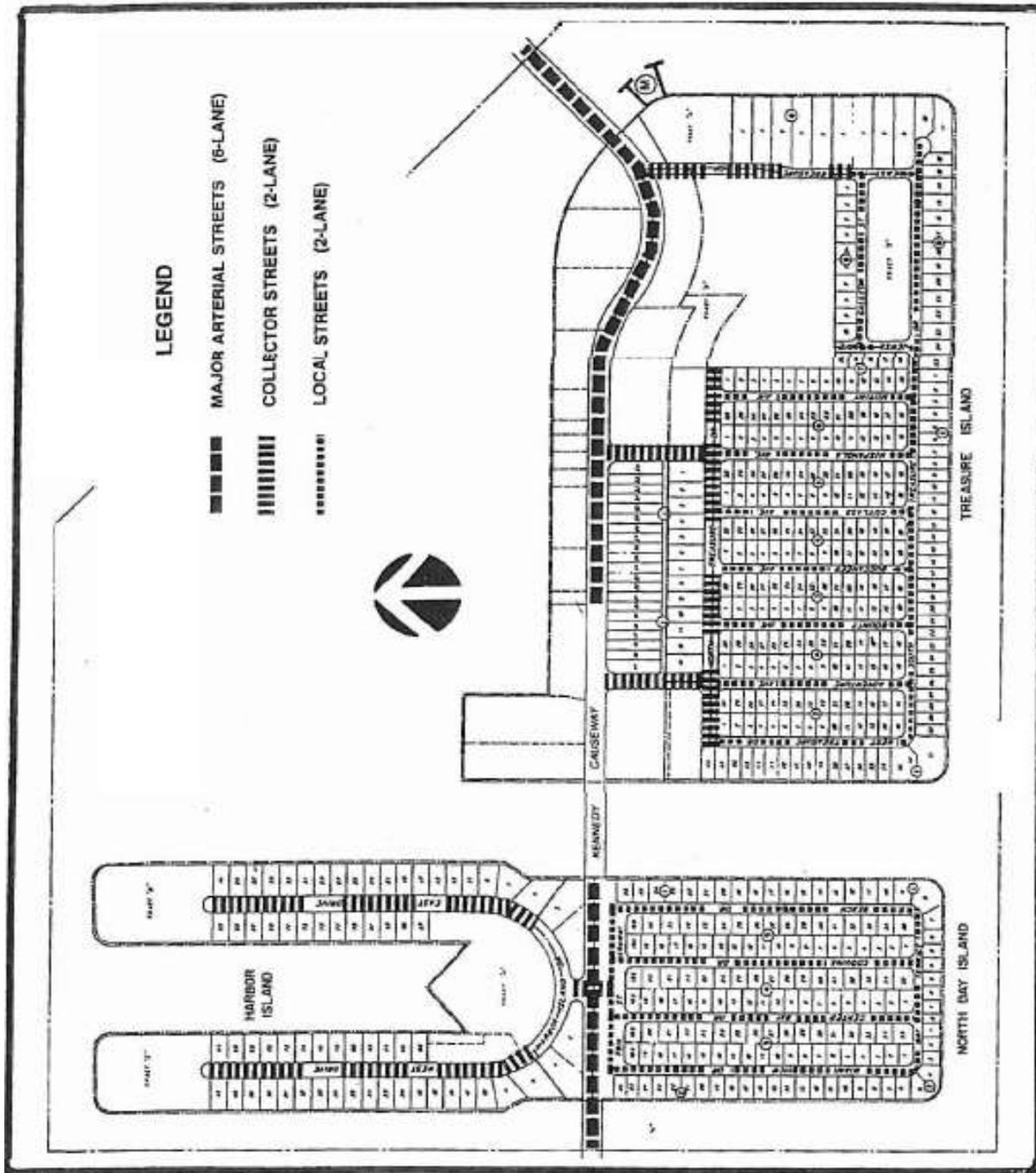
Objective 3.7: The CityVillage shall follow, review and update the CityVillage's Hurricane Evacuation Plan, and coordinate with the Miami-Dade Office of Emergency Management when necessary or to reduce hurricane evacuation times ~~in accordance with the 1998 baseline of twelve (12) hours.~~

Policy 3.7.1: The CityVillage shall periodically update the Emergency Evacuation Assistance Program to provide notice and transportation to citizens who require evacuation assistance.

Policy 3.7.2: The CityVillage shall continue to annually review hurricane evacuation plans for the CityVillage as presented in the Miami-Dade County Office of Emergency Management's Plan and notify residents of any changes.

Policy 3.7.3: The CityVillage shall work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require it.

Policy 3.7.4: ~~Within one year of Plan adoption, the City shall create a plan to modify the City's traffic circulation to facilitate evacuation. The Plan shall include re-directing~~During an evacuation event, two of the eastbound lanes on the Kennedy Causeway shall be redirected to westbound in addition to a~~and the~~ "lock down" of the drawbridges.



THE CITY OF NORTH BAY VILLAGE

2012 FUTURE TRANSPORTATION MAP

DATE: JULY 10, 2007

RESERVED
Goals, Objectives, and Policies

GOAL: Reserved

Objective 4.1: Reserved

RESERVED
Goals, Objectives, and Policies

GOAL: Reserved

Objective 5.1: Reserved

HOUSING ELEMENT

Goals, Objectives, and Policies

GOAL: Provide an attractive, safe, and affordable place to live and still maintain the CityVillage's present residential character.

To implement this goal, the CityVillage has further established the following objectives and policies.

Objective 6.1: Preserve and protect the quality of the CityVillage's housing stock through a continued rigorous code enforcement program.

Policy 6.1.1: Review existing development regulations to ensure they promote long-term sound housing and aesthetically pleasing neighborhood environments.

Policy 6.1.2: Continue the enforcement of Miami-Dade County's Minimum Housing Code and the Florida Building Code to protect and preserve the character and quality of the CityVillage's housing stock.

Policy 6.1.3: Require, through code enforcement standards, the rehabilitation and/or redevelopment of aging structures as they deteriorate.

Policy 6.1.4: Due to the island characteristics of the CityVillage, and the potential threat of hurricane damage, continue to prohibit mobile home parks.

Policy 6.1.5: Ensure that future redevelopment studies identify opportunities to create or preserve affordable housing which is consistent with the requirements of law and the existing character and quality of the CityVillage's housing stock.

Objective 6.2: Under the direction of the Miami-Dade County's Historic Preservation Office, preserve housing with historical significance.

Policy 6.2.1: ~~Within one year of Plan adoption, the~~ CityVillage shall ~~adopt an on-going program to~~ identify and ~~con~~preserve housing having historical significance.

Objective 6.3: The CityVillage will identify and support programs to increase the range of housing opportunities for very low, low, and moderate income families.

Policy 6.3.1: Continue to support existing mortgage down payment subsidies for very low, low, and moderate income families seeking affordable housing in the CityVillage.

Policy 6.3.2: The CityVillage will continue to enforce Energy Efficiency and other building codes which foster greater affordable housing conditions.

Policy 6.3.3: The CityVillage shall coordinate with the Florida Housing Finance Corporation, the Miami-Dade Housing Finance Authority, Miami-Dade County, the Florida Department of Community Affairs and other regional, state and federal agencies to mitigate the affordable housing shortage.

Policy 6.3.4: ~~By 2010, the~~ CityVillage shall enter an interlocal agreement with Miami-Dade County and/or the South Florida Regional Planning Council to address the affordable housing shortage in the CityVillage and to provide affordable housing options for employees working in the CityVillage.

Policy 6.3.5: The CityVillage shall explore amending the Future Land Use Element of the Comprehensive Plan to provide for a housing bonus density program in the Residential, ~~and~~ Commercial ~~and~~ ~~Mixed Use~~ Land Use categories to encourage private developers to include housing for low and very-low income families in their development projects.

Objective 6.4: ~~Within one year of Plan adoption, t~~The CityVillage shall address ~~the~~any identified affordable housing deficits through the implementation of short term and long-term programs. Such long-term programs shall include an interlocal agreement or other cooperative mechanisms with Miami-Dade County to develop a regional solution for the CityVillage's affordable housing deficits.

Policy 6.4.1: ~~By June 2008, t~~The CityVillage will provide residents and individuals employed in the CityVillage access to information pertaining to countywide programs to aid in job training, day-care facilities, English language courses and high school equivalency (GED) which are currently provided by the following agencies.

- Children and Families
- Miami-Dade Community College
- Miami-Dade County Department of Human Services
- Miami-Dade County Public Schools

Policy 6.4.2: The CityVillage will request updated recommendations ~~of the joint Department of Community Affairs/~~from the South Florida Regional Planning Council Regional Affordable Housing Strategy and Rule 9J-5 Affordable Housing Policy .010(3)(e)10, and adopt a long-range affordable housing implementing policy ~~consistent with the final report and recommendations. This policy will be adopted within sixty (60) days of the final recommendations report.~~

Policy 6.4.3: The CityVillage shall implement and apply the following affordable housing strategies for its residents: Amend the Development Review procedures to consider the ability of proposed residential developments or redevelopments to provide workforce housing.

- As part of the redevelopment of the Kennedy Causeway Corridor, provide expedited development review and reduced permitting charges as incentives for employers to offer assistance in meeting the housing needs of employees who are cost-burdened.
- Encourage the development of high-revenue mixed-use development based upon the provision of workforce housing within a two mile radius of the mixed-use development.
- Identify and pursue new revenue sources including SHIP, CDBG, and HOME funds to be earmarked for use by eligible families to provide low-interest mortgages and down payment assistance.
- In the event the CityVillage seeks additional density or permissible units along the Kennedy Causeway, any feasibility studies or evaluation related to such increases shall include the affect of a housing density bonus program on hurricane evacuation times ~~and vulnerable population within the Coastal High Hazard Area.~~
- The CityVillage shall evaluate the establishment of an affordable housing fee to be charged to residential and commercial development and redevelopment in the CityVillage, with such fees being deposited into an affordable housing trust fund that could be used to improve affordable housing opportunities for employees who work in the CityVillage.

Objective 6.5: The Village shall encourage green building standards.

Policy 6.5.1: The Village shall encourage the use of renewable energy resources in all new construction.

Policy 6.5.2: The Village shall not prohibit the placement of solar panels.

Policy 6.5.3: The Village shall encourage large scale development that meet Leadership in Energy and Environmental Design (LEED), Low Impact Development (LID), or similar energy sustainability standards.

SANITARY SEWER, SOLID WASTE, DRAINAGE & AQUIFER RECHARGE ELEMENT Goals, Objectives, and Policies

GOAL: To provide the highest level of public utility service, consistent with the population needs and level of service demand.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 7.1: Continue maintenance of sanitary sewer facilities to ensure maximum system efficiency and operation.

Policy 7.1.1: Ensure the provision of sewage transmission capacity consistent with federal, state, and county regulations.

Policy 7.1.2: Maintain all sewer mains and laterals as indicated by the [CityVillage](#)'s Sewer System Evaluation Study and replace mains and laterals identified in the study within a ten (10) year period.

Policy 7.1.3: Monitor the adequacy of the Sanitary Sewer Impact Fees [Ordinance](#) and adjust ~~the ordinance~~ as necessary.

Policy 7.1.4: The [CityVillage](#) shall replace existing [CityVillage](#) water lines that have demonstrated leakage ~~before 2012~~.

Objective 7.2: Define and implement a program of Best Management Practices for the disposal of the [CityVillage](#)'s solid waste.

Policy 7.2.1: Provide collection capacity consistent with the solid waste level of service rate of four (4) pounds per person per day.

Policy 7.2.2: Continue to enforce existing littering regulations on both public and private property.

Policy 7.2.3: Continue to reduce the excessive generation of solid waste by maintaining the [CityVillage](#)'s commercial and residential recycling program.

Policy 7.2.4: Conform, when applicable, with Miami-Dade County solid waste management plans.

Objective 7.3: Require all new development and redevelopment and any future repair, maintenance, or rebuilding of existing systems within the [CityVillage](#) to conform to Miami-Dade County Department of Environmental Resources Management regulations.

Policy 7.3.1: Require all new private land development and redevelopment to comply with stormwater management regulations enforced by Miami-Dade County Department of Environmental Resources Management and to comply with the policies of the [CityVillage](#)'s stormwater management utility.

Policy 7.3.2: Require compliance with applicable Florida Department of Environmental Protection Rules whenever the existing storm sewer system needs to be repaired, rebuilt, or otherwise modified.

- Policy 7.3.3:** Incorporate the mandatory provisions of the [CityVillage](#)'s National Pollutant Discharge Elimination System Permit into existing operating procedures rules and regulations.
- Policy 7.3.4:** The [CityVillage](#) shall issue no development orders or development permits without first ~~consulting with the Miami-Dade County Water and Sewer Department (the City's potable water service provider) to determine~~**determining** whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the [CityVillage](#) of a certificate of occupancy or its functional equivalent. ~~†~~The [CityVillage](#) will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.
- Objective 7.4:** **Continue periodic water monitoring to ensure that the [CityVillage](#)'s citizens have a safe and reliable potable water supply.**
- Policy 7.4.1:** In conjunction with Miami-Dade County Water and Sewer ~~Authority~~ Department, provide for an adequate water supply to meet ~~an average demand of 120~~ **level of service of 148.11** gallons per capita per day ~~as per county wide usage~~.
- Policy 7.4.2:** Continue to cooperate with other local government and regional water treatment authorities to plan for future water needs.
- Policy 7.4.3:** In any future construction work, utilize the opportunity to install proper design features (where needed) which prevent the unnecessary interruption of water service.
- Policy 7.4.4:** To minimize the possibility of polluting the public water supply, require the installation of backflow prevention devices in all future multi-family and commercial construction work.
- Policy 7.4.5:** Require that all installed back-flow prevention devices be maintained and serviced by a state certified firm annually.
- Policy 7.4.6:** Encourage all existing multi-family and commercial buildings greater than three (3) stories to retrofit their fire systems with back-flow prevention devices.
- Objective 7.5:** **Promote water conservation by implementing programs such as the [CityVillage](#)'s monitoring of water consumption, thus alerting the citizen and [CityVillage](#) of possible system difficulties and also encouraging them to conserve water.**
- Policy 7.5.1:** Review and implement South Florida Water Management District's water conservation guidelines in the process of reviewing applications for development and redevelopment projects, where applicable.
- Policy 7.5.2:** Use the [CityVillage](#)'s ~~website and available social media~~**newsletter** as a vehicle to discuss and promote water conservation within the [CityVillage](#).
- Policy 7.5.3:** Enhance the program of large diameter meter replacement and water meter testing within the [CityVillage](#).
- Policy 7.5.4:** Within eighteen months of approval of the **most current** South Florida Water Management District's Regional Lower East Coast Water Supply Plan Update, the [CityVillage](#) shall revise the Potable Water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the [CityVillage](#) is responsible.

- Policy 7.5.5:** The North Bay Village Water Supply Facilities Work Plan 2015 Update is hereby adopted by reference into the North Bay Village Comprehensive Plan, along with the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, inclusive of all potable water projects. The Work Plan will be updated as needed, at a minimum of every five years, or concurrent with any updates to the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033).
- Policy 7.5.56:** The CityVillage will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the South Florida Water Management District (SFWMD) use restrictions.
- Policy 7.5.67:** The CityVillage will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy 7.5.78:** The CityVillage shall continue to adopt an Ordinance which requires the use water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.
- Policy 7.5.89:** The CityVillage shall inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.
- Policy 7.5.910:** The CityVillage shall coordinate local water conservation education efforts with the SFWMD and the Miami-Dade County School Board.
- Policy 7.5.1011:** The CityVillage will encourage the use of low impact development techniques (such as the Florida Water StarSM program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).

COASTAL MANAGEMENT ELEMENT

Goals, Objectives, and Policies

GOAL: Protect human life and the environment and limit destruction in areas subject to natural disaster through implementation of hazard mitigation strategies.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 8.1: The [CityVillage](#) shall continue to improve hurricane warning notice and evacuation conditions for residents in order to maintain or reduce hurricane evacuation times in accordance with the 1998 baseline time of twelve (12) hours.

Policy 8.1.1: The [CityVillage](#) shall periodically update its Emergency Evacuation Assistance Program to identify and provide notice to citizens who require evacuation assistance.

Policy 8.1.2: The [CityVillage](#) shall work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require such assistance.

Policy 8.1.3: Continue the coordination program with Miami-Dade County on hurricane evacuation of the [CityVillage](#)'s citizens to County-wide shelters (from the pickup point on Treasure Island).

Policy 8.1.4: Upon posting of a hurricane watch, the [CityVillage](#) shall contact [cityVillage](#) residents identified through the special assistance survey conducted as per Policy 8.1.1 through e-mail and direct phone calls to urge evacuation and establish the need for evacuation assistance upon posting of a hurricane warning.

Policy 8.1.5: The [CityVillage](#) shall coordinate with the County and the South Florida Regional Planning Council to reduce or maintain evacuation time to twelve (12) hours.

Policy 8.1.6: Critical evacuation roadway links shall receive high priority for annual maintenance and capital improvement expenditures.

Policy 8.1.7: The [CityVillage](#) shall adopt an early evacuation policy that directs an early evacuation of all residents immediately upon posting of a hurricane warning and again once an evacuation order has been issued.

Policy 8.1.8: Hurricane Storm Surge Evacuation Zones shall be the areas designated/delineated by Miami-Dade County [Evacuation Study, 2003](#), as requiring evacuation and/or early evacuation in any storm event impacting Zone [BA \(RedOrange Zone\)](#).

Policy 8.1.9: The [CityVillage](#) will conduct specific measures to ensure that properties fronting along the 79th Street (Kennedy) Causeway will conform to the adopted Revitalization Plan [as defined in Future Land Use Element Policy 2.2.3](#) for this corridor. As a minimum, these measures shall include:

- a. Creation of an inventory of corridor buildings by age in order to establish which buildings do not conform to Florida Building Code Hurricane Standards.
- b. Annual corridor building inspections by the [CityVillage](#) Building Official to determine the status of those structures in relation to Florida Building Code Hurricane Standards.

- c. Continued emphasis on early evacuation measures ~~as exhibited by Coastal Management Element Policies 8.1.1 thru 8.1.7~~ to ensure that the revitalization strategies maintain or reduce hurricane evacuation clearance times in County-wide or CityVillage initiated early evacuation.
- d. Establishing a cost impact index within one (1) year that determines the potential costs of damages to substantial structures, properties, and infrastructure in the absence of building renovation or replacement under the CityVillage's Revitalization Plan.
- e. Performing yearly inspections to determine risk exposure of water/sewer lines, overhead utility lines, traffic signal heads, and other infrastructure to hurricane storm surges within Zone BA (RedOrange Zone).
- f. Requiring new residential development or redevelopment within the corridor to offset increased demand on shelter space, if warranted, by providing \$200 per shelter space for the demand created or \$70 per residential unit constructed. Such cost is to be funded by the developer of the residential project.
- g. Limiting public expenditures in the Coastal High Hazard Area, except for:
 - 1. upkeep and maintenance of existing infrastructure;
 - 2. provision of public access to the shoreline; and
 - 3. that needed to make public facilities more disaster resistant.
- h. Executing an interlocal agreement(s) with the CityVillage and Miami-Dade County Office of Emergency Management and any other applicable agency such as FDOT, FHP, and any other affected municipality to reduce clearance times during evacuations.
- i. Requiring new development or redevelopment along the corridor water access properties to provide public access to the shoreline areas.
- j. Annual staff reports will be completed recording cumulative impacts on causeway evacuation clearance times based on new residential development or redevelopment in the corridor.

GOAL: Provide for increased safe and nondestructive public use of natural coastal resources for ~~the City of~~ North Bay Village.

To implement this goal, the CityVillage has further established the following objectives and policies.

Objective 8.2: Increase public access to coastal views and recreational opportunities such as boardwalks and fishing areas to the extent possible in an already built-out area.

Policy 8.2.1: Identify mechanisms for obtaining public access rights from new coastal development projects.

GOAL: Provide for the conservation and protection of coastal resources.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 8.3: Continue to regulate and encourage proper coastal management techniques through site plan review and zoning mechanisms.

Policy 8.3.1: Continue to enforce the ordinance requiring landscapers to store grass clippings in bags.

Policy 8.3.2: Implement and improve shoreline clean-up operations where needed to reduce the amount of debris that accumulates along portions of the [CityVillage](#)'s shoreline.

Policy 8.3.3: Encourage the use of rip rap as a desirable option when restoring bulkheads to prevent erosion, enhance stability, and improve aquatic habitat.

Policy 8.3.4: Continue to coordinate with Miami-Dade County Department of Environmental Resources Management on permitting for docks and for coastal development in general.

Policy 8.3.5: Give preference to stormwater management techniques such as berming and backsloping, the use of low maintenance, salt tolerant landscaping, and retention and infilling techniques.

Policy 8.3.6: Continue to monitor all applicable resource protection plans and determine their effect upon existing [CityVillage](#) policies and requirements.

Policy 8.3.7: The [CityVillage](#) will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive permitting use permitting rules.

Policy 8.3.8: The [CityVillage](#) will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Objective 8.4: Reduce the amount of surface water runoff, if economically feasible.

Policy 8.4.1: Provide facilities for on-site infiltration of stormwater, to the extent economically feasible, during development or redevelopment of ~~the City of~~ North Bay Village, or during rehabilitation of the stormwater sewer system.

Objective 8.5: The Coastal High Hazard Areas in the [CityVillage](#) shall be the area below the elevation of the category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model", entire corporate limits as designated by the South Florida Regional Planning Council.

Policy 8.5.1: The definition for Coastal High Hazard Areas shall be the area below the elevation of the category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model", in accordance with Rule 9J-5.003(17), Florida Administrative Code, as established by the South Florida Regional Planning Council.

Policy 8.5.2: The [CityVillage](#) shall inventory and identify all reimbursable improvements in the coastal area eligible for federal funding under provisions of the Federal Disaster Assistance Plan and include this information in the [CityVillage](#)'s local mitigation strategy plan.

Objective 8.6: Coastal High Hazard Area Land Use and Infrastructure: Limit ~~CityVillage~~ funds used to improve infrastructure within its planning area ~~(all of which is in the Coastal High Hazard Area)~~ that would have the effect of directly subsidizing development above the adopted intensity and density standards of the Village as defined in the Future Land Use Element.

Policy 8.6.1: The ~~CityVillage~~ shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a specific private development.

Policy 8.6.2: Objective 8.6 and Policy 8.6.1 above shall be implemented in such a way as to not preclude the ~~CityVillage~~'s plan to extend sewer lines, improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

Policy 8.6.3: The ~~CityVillage~~ shall prohibit any future proposed land use amendment and/or development or redevelopment activity which would increase the adopted density/intensity of the Coastal High Hazard Area as it currently is defined ~~in the Future Land Use Element.~~

Policy 8.6.4: The ~~CityVillage~~ will conduct yearly inventories of existing infrastructure focusing on the condition of water, sewer, and stormwater runoff systems. This analysis will determine if the existing systems need to be repaired, expanded, or replaced to maintain adopted level of service standards and meet infrastructure demands of proposed developments.

Policy 8.6.5: Funding for infrastructure improvements necessary to meet the demands generated by the development or redevelopment will be part of the ~~CityVillage~~'s yearly updating process in its Capital Improvements Plan. Funding phasing for the infrastructure improvements will coincide with these development demands. The ~~CityVillage~~ shall not fund infrastructure improvements (or increase infrastructure capacity) that would support population densities and intensities above the levels allowed for in the Future Land Use map.

Objective 8.7: ~~Reserved.~~ The Village shall address the issue of, and prepare for the impacts of, sea level rise.

Policy 8.7.1: The Village shall collaborate with stakeholders at least every 5 years or earlier to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities and opportunities for strategies within the 25 to 100 year planning horizons.

Policy 8.7.2: The Village shall determine a procedure to review vulnerable critical facilities and assets and rank them relative to importance, level of vulnerability, and life expectancy.

Policy 8.7.3: The Village shall educate property owners about mitigation strategies they can implement to protect their property.

Policy 8.7.4: New development will be required to meet new building standards as determined by the Village and or State as applicable.

Policy 8.7.5: The Village shall develop a strategic plan to address recurring flooding issues which takes into account an anticipated increase in flooding from excess rainfall, storm surge, and sea level rise.

- Objective 8.8:** The [CityVillage](#) shall provide immediate response to post-hurricane situations in concert with its post-disaster redevelopment plan, to be adopted within one year of this Plan’s adoption, which will reduce or eliminate the exposure of human life and public and private property to natural hazards.
- Policy 8.8.1:** After a hurricane, but prior to re-entry of the population into evacuated areas, the [CityVillage](#) Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium of building activities not necessary for the public health, safety, and welfare.
- Policy 8.8.2:** The Recovery Task Force shall include the Building Official, Public Works Director and other [CityVillage](#) staff members as directed by the [CityVillage](#) Commission. Staff shall be provided by the Departments whose Directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibility.
- Policy 8.8.3:** The Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, State and Federal Officials to prepare disaster assistance applications; analyze and recommend to the [CityVillage](#) Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; develop a redevelopment plan; and recommend amendments to the [CityVillage](#)’s Comprehensive Plan, Miami-Dade County Hurricane Procedure Plan, and other appropriate policies and procedures.
- Policy 8.8.4:** The Recovery Task Force shall propose immediate repair and clean-up actions needed to protect the public health and safety of citizens including repairs to potable water, wastewater, and power facilities; removal of building and/or vegetative debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwelling habitable such as minor roof repairs and other weatherproofing/security measures. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its tasks.
- Policy 8.8.5:** The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL93-288).
- Policy 8.8.6:** If rebuilt, structures which suffer damage in excess of fifty percent (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure.
- Policy 8.8.7:** Structures which suffer recurring damage to pilings, foundations, or load-bearing walls shall be required to rebuild landward of their current location to modify the structure to structurally enhance the structure, institute other mitigation measures, or delete the areas most prone to damage.
- Policy 8.8.8:** Repair or reconstruction of the existing seawalls in the [CityVillage](#) must be accompanied by beach fill.

Policy 8.8.9: Following a natural disaster, and prior to the implementation of long-term redevelopment, the [CityVillage](#) shall do the following: Based upon the damage assessment report prepared by the Miami-Dade Public Works Department, the [CityVillage](#) shall consult with its Public Works officials and consultant engineer to evaluate options for damaged public facilities including abandonment, repair in place, relocation, and repair with structural modification, to determine the most strategic approach to long-term development. The evaluation shall include, but not be limited to, issues pertaining to damage caused by natural disaster, cost to construct repairs, cost to relocate, cost to structurally modify, limitations of right-of-way, and maintenance costs.

Policy 8.8.10: Structures existing within the Coastal High Hazard Area which suffer recurring damage (damage in excess of fifty percent [50%] of current replacement cost of construction) shall be modified in accordance with the most recent South Florida Building Code requirements. This may include, but is not limited to, retrofitting, stormproofing, and other structural upgrades to structures.

Policy 8.8.11: Structures which are damaged in excess of fifty percent (50%) of their current replacement value shall be required to be rebuilt to meet all current land development requirements as determined by the [CityVillage](#) Building Official.

Policy 8.8.12: The [CityVillage](#) shall utilize the following criteria to distinguish between immediate repair and clean up actions and long-term redevelopment subsequent to a natural disaster.

1. *Potable Water Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing water lines and plumbing facilities to ensure a closed system, proper disinfection, and sufficient pressure to meet demands for fire flow and domestic water (for consumption purposes only), the utilization of auxiliary pumps and electrical generators.

Long-term redevelopment shall include implementation of the necessary actions to return the [CityVillage](#)'s water distribution system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

2. *Wastewater Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing wastewater lines and pumping facilities, utilization of auxiliary pumps and electrical generators, and methods to remove and treat raw sewage to avoid discharge of raw sewage into adjacent water bodies and onto land.

Long-term redevelopment shall include implementation of necessary actions to return the [CityVillage](#)'s sanitary sewer system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

3. *Drainage Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, the removal of sand and debris from drainage structures, pumping of stormwaters, utilization of temporary electrical generators to ensure function of the system to address potential flooding.

Long-term redevelopment shall include: Implementation of actions necessary to return the [CityVillage](#)'s stormwater system to at least its condition prior to the onset of the natural disaster. They may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

4. *Habitable Structures:* Immediate repair shall include removal of debris and vegetation; stabilization or removal of structures about to collapse and minimal repairs to make dwellings and other structure habitable such as minor roofing repairs and other weatherproofing/security measures. In these instances, building permits shall not be necessary prior to performing the work but retroactive permits shall be required in accordance with the provisions set forth in Ordinance No. 92-99 of Miami-Dade County, Florida.

Long-term redevelopment activities shall include normal construction activities for rebuilding and/or substantial structural repairs in accordance with the South Florida Building Code and other limitations contained within the [CityVillage](#)'s Comprehensive Plan and Land Development Regulations.

Policy 8.8.13: The process for making long-term redevelopment decisions in a post disaster period shall be consistent with the following general guidelines and principles for the relocation, removal or modification of damaged structures:

1. The [CityVillage](#) adopts the following definitions for making decisions pertaining to redevelopment in the Coastal High Hazard Area. Based upon the following definitions, all rebuilding activities shall be subject to Coastal Construction Code Standards and Coastal High Hazard Area limitations:
 - a. “*Repair*” means the restoration of a portion of the structure, including the foundation of the structure, to its original design configuration of an equivalent structural standard. Repair of a structure assumes that a significant portion of the structure, including its foundations, remains intact. If the supported structure or its foundation has collapsed to the point that either the supported structure or the foundation requires substantial rebuilding, then such activity shall not constitute repair. If a structure, as a result of damage to either the supported structure or the foundation, is no longer habitable, such structure shall be presumed to require substantial rebuilding.
 - b. “*Rebuilding*” means any construction activity including alteration of an existing foundation, which would result in structural stability such that the survivability of the structure during a coastal storm is increased. Rebuilding shall also include any construction activity which, as noted above, involves the substantial rebuilding of either the supported structure or the foundation of the structure.
2. Rebuilding (as defined above) activities will be in accordance with Florida Department of Environmental Protection’s requirements for development seaward of the Coastal Construction Control Line, and all structural requirements of the South Florida Building Code. Further, prior to approving such redevelopment activities, the [CityVillage](#) shall require the applicant to provide documentation that the structure being built is as landward as possible from the Federal Emergency Management Agency Velocity Zone and the Coastal Construction Control Line. The applicant shall provide proof that the structure cannot be moved any further landward on the lot without causing harm to public health and safety. The [CityVillage](#) may vary building setback requirements in order to accomplish the intent of this policy.

3. The [CityVillage](#) shall keep a record of all repairs and rebuilding activities. Structures may not be rebuilt (as defined above) more than twice in any 100-year period in the Velocity Zones.

Policy 8.8.14: The [CityVillage](#) shall identify land and structures in the Coastal High Hazard Area, inventory their assessed value, judge the utility of land for public use and make recommendations for acquisition when post-disaster opportunities arise. Because of the extremely high land and existing structure costs in the [CityVillage](#), should acquisition opportunities arise, the [CityVillage](#) will explore funding options such as grants and/or loans.

Policy 8.8.15: When undertaking post-disaster redevelopment activities, development permits may be waived for short term recovery measures such as: emergency repairs to streets, water, electricity, or other utilities to restore service; removal of debris; and public assistance matters including temporary shelter or housing.

Policy 8.8.16: In planning post-disaster redevelopment activities for repair and clean up, factors to be considered in order to protect the public health and safety shall include:

1. Repairs to potable water, wastewater and power facilities.
2. Removal of debris.
3. Stabilization or removal of structures in a perilous conditions.
4. Minimal repairs to make structures habitable.

These conditions shall receive first priority in determining the appropriateness of emergency building permits. Long-term redevelopment activities shall be postponed until the Recovery Task Force has coordinated immediate repair and clean-up operations.

Policy 8.8.17: Permitting Decision Priorities. Immediate recovery actions needed to protect the public health and safety shall take priority in permitting decisions following hurricane or other storm events or natural disasters. Such priority actions will include, but not be limited to, debris removal: roadway and infrastructure repair: water use restrictions, if necessary: access restrictions, if required to protect lives or property, and other similar activities needed to assure the safe movement of people, goods and supplies within the impacted area. Long term repair or recovery actions, such as relocating infrastructure, rebuilding of damaged structures and the like, will be distinguished from the short-term actions herein described.

Policy 8.8.18: The applicable provisions of the South Florida Building Code relating to hurricane precautions inspections and permitting are hereby adopted by reference.

Policy 8.8.19: The [CityVillage](#) adopts the following criteria relating to the consideration of relocating public infrastructure, cognizant of the [CityVillage](#)'s geographic limitations and development status:

1. The land upon or under which the infrastructure existed is gone or reconfigured so that replacement is not possible technically or financially as determined by the [CityVillage](#) Commission.
2. The costs of repairs or retrofitting versus relocation costs.
3. Opportunities arising out of acquisition of land by the [CityVillage](#) or other government entity.

Policy 8.8.20: Notwithstanding the preceding policies, no regulations, permitting procedure or post disaster redevelopment planning shall be approved or applied to property, as the case may be, so as to constitute a taking or inordinately burden an existing use of real property or a vested right to a specific use of real property within the meaning of the Bert J. Harris, Jr., Private Property Rights Protection Act, codified as Section 70.001, Florida Statutes.

Policy 8.8.21: The [CityVillage](#) recognizes that certain vested development rights may exist for property within the [CityVillage](#). The [CityVillage](#) will consider such claims after a petition is made to the [CityVillage](#) and, after due public hearings, the [CityVillage](#) Commission may grant approval to the request. The documentation for a claim shall follow the procedures found in Section 2-114.1, Code of Miami-Dade County, Florida.

~~**Policy 8.8.22:** The current Miami Dade County Hurricane Procedures Plan shall be modified to comply with the policies under this objective, and shall contain step-by-step details for post-disaster recovery operations.~~



CONSERVATION ELEMENT Goals, Objectives, and Policies

GOAL: Promote the protection and conservation of the [CityVillage](#)'s natural resources.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 9.1: Continue to aid Miami-Dade County in its goals of meeting Environmental Protection Agency air quality standards.

Policy 9.1.1: Reduce points of traffic congestion.

Policy 9.1.2: Enforce regulations requiring all construction equipment to have appropriate emission control devices.

Objective 9.2: Continue to protect the quality of the surrounding bay waters and aid Miami-Dade County in achieving its goal of meeting applicable federal, state, and local surface water quality standards.

Policy 9.2.1: Continue street sweeping and solid waste collection efforts which provide for the reduction of stormwater and groundwater contamination.

Policy 9.2.2: Continue the installation of drainage wells in connection with the rehabilitation of drainage systems and with redevelopment projects.

Policy 9.2.3: Comply with Miami-Dade County Department of Environmental Resources Management requirements on any new stormwater systems for new developments.

Policy 9.2.4: Continue to enforce all [CityVillage](#) regulations related to the disposal of garbage, lawn cuttings, etc. into the bay.

Policy 9.2.5: Redevelop existing stormwater facilities to reduce their contribution to flooding and pollution.

Policy 9.2.6: The [CityVillage](#) shall revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period considering the South Florida Water Management District's Lower East Coast Water Supply Plan Update.

Policy 9.2.7: The [CityVillage](#) will ensure that any stormwater management, aquifer recharge, and water reuse policies and projects are consistent with the [CityVillage](#)'s Water Supply Work Plan Update, the [2014](#) Miami-Dade County 20-year Work Plan, and the South Florida Water Management District's [2013](#) Regional Supply Plan Update.

Policy 9.2.8: The [CityVillage](#) will ensure that any new regulation to protect water resources is consistent with the [most current](#) Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

- Policy 9.2.9:** The [CityVillage](#) recognizes that it relies upon the Miami-Dade County Water and Sewer Department facilities for the provision of potable water for its residents, businesses and visitors, and as such the [CityVillage](#) is within the SFWMD and that the continued supply of potable water will be dependent upon all local governments striving to maintain demand for potable water at sustainable levels. As such, the [CityVillage](#) will:
- a. Continue to maintain relationships with the SFWMD and the Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and [cityVillage](#) including coordinating local conservation education efforts with the SFWMD and the Miami-Dade County Water and Sewer Department programs.
 - b. Require landscaping in all new development or redevelopment to use water-efficient landscaping and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.
 - c. The [CityVillage](#) shall inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.

Objective 9.3: Continue to protect the habitat of aquatic life surrounding the islands.

Policy 9.3.1: Before the reconstruction of any seawalls (including the replacement of panels and driving of piles) consult with Miami-Dade County Department of Environmental Resources Management as to the methods and types of construction to be used.

Policy 9.3.2: Require compliance with Miami-Dade County Department of Environmental Resources Management requirements for seawall construction.

Objective 9.4: The [CityVillage](#) will continue to protect and enhance the natural plant communities within the [CityVillage](#).

Policy 9.4.1: The [CityVillage](#) will remove and prohibit exotic or nuisance vegetation on public lands.

Policy 9.4.2: The [CityVillage](#) will encourage restoration of natural plant communities through landscaping with native plants.

Policy 9.4.3: The [CityVillage](#) will seek funding from local, state, and federal sources for protection and restoration of natural plant communities.

Policy 9.4.4: The ~~City of North Bay~~ Village will enhance the Kennedy Causeway by requiring new development in their design and layout to enhance bay views, create signage at key entry points and add landscaping including water features.

Policy 9.4.5: The [CityVillage](#) will create an Urban Design and Streetscape Master Plan for East and West Drives on Harbor Island.

Policy 9.4.6: In order to enhance conservation, the [CityVillage](#) will develop a strategy to create a Bay Walk program within one year of Plan adoption.

Policy 9.4.7: The [CityVillage](#) shall implement programs and policies which prevent erosion on the bridge area located in the north entrance of the [CityVillage](#).

RECREATION AND OPEN SPACE ELEMENT

Goals, Objectives, and Policies

GOAL: Provide for the recreational and open space needs of all [CityVillage](#) residents.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 10.1: Obtain additional recreation and open space sites and/or facilities in the [CityVillage](#).

Policy 10.1.1: Assess the full recreational needs of the [CityVillage](#) consistent with a changing demography.

Policy 10.1.2: Include a definition of open space in the zoning code. The definition should include “undeveloped lands suitable for passive or active recreation or conservation uses.”

Policy 10.1.3: Adopt 2.75 acres per 1,000 population as the level of service for park and recreation facilities which include the bay walk areas otherwise available to the residents.

Policy 10.1.4: Define specific standards to be used in land regulations for improving access to the waterfront.

Policy 10.1.5: Determine the possibility of developing incentives for public/private joint ventures to allow public use of under-utilized private recreational facilities and undeveloped land.

Policy 10.1.6: Identify potential parcels, of land or facilities that the [CityVillage](#) may acquire for recreational purposes.

Policy 10.1.7: Within one year of Plan adoption, the [CityVillage](#) shall develop a Baywalk Strategy Program which requires as a part of waterfront development and redevelopment to provide a bay walk on the north/east side of Treasure Island, and applicable areas of Harbor Island which will afford all residents of the [CityVillage](#) access to the waterfront for walking and other passive activities.

Policy 10.1.8: Continue to maintain and improve the existing tot lot and encourage the development of pocket parks where opportunities exist.

Policy 10.1.9: Continue to work with the Miami-Dade County School Board for the use of its facilities on the Treasure Island Elementary School site.

Policy 10.1.10: Develop incentives for developers to provide recreational facilities within their developments or redevelopments.

Policy 10.1.11: The [CityVillage](#) shall improve lighting on the bridges and seawalls around the islands.

Policy 10.1.12: The [CityVillage](#) shall promote waterfront amenities such as boating access to the north shore and encourage small marinas.

Policy 10.1.13: The [CityVillage](#) shall conduct a feasibility study to create a fishing pier north of the Causeway along with recreational and commercial activities in the surrounding area [by 2010](#).

Objective 10.2: Consider negotiations to obtain the use of recreation and open space sites and/or facilities in nearby areas through contractual agreements with the appropriate agencies.

Policy 10.2.1: Consider negotiations to obtain the use of recreation and open space sites and/or facilities in nearby areas through contractual agreements with the appropriate agencies.

Policy 10.2.2: The [CityVillage](#) shall form partnerships with adjacent municipalities to improve access to public community facilities such as swimming pools.

INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objectives, and Policies

GOAL: Maintain effective coordination, communication, and cooperation between the [CityVillage](#) and county, state, federal, and related agencies.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 11.1: Continue to participate in the monitoring mechanism which enables the [CityVillage](#) to keep abreast of the regulatory responsibilities and plans of other units of local government providing services but not having regulatory authority over the use of land and to achieve coordination of all development activities of these units.

Policy 11.1.1: Continue to monitor the actions of the appropriate agencies and keep abreast of publications documenting agency plans.

Policy 11.1.2: Continue to require elected officials and/or staff to participate in intergovernmental coordination activities with the identified agencies.

Policy 11.1.3: Appoint [CityVillage](#) citizens to local, county, regional, and state advisory committees when the opportunity arises to promote the interaction between different levels of government.

Policy 11.1.4: Allow the responsibility for developing and maintaining the intergovernmental coordination to remain with the [CityVillage](#) Manager.

Policy 11.1.5: Maintain formal liaisons with the appropriate county and state departments which have policy and permitting responsibilities for Biscayne Bay.

Policy 11.1.6: Coordinate with service providers that have no regulatory authority over the use of land in the [CityVillage](#) to develop recommendations that address ways to improve coordination of the [CityVillage](#)'s concurrency management methodologies and systems, and levels of services.

Objective 11.2: Ensure the compatibility between the Comprehensive Plan of the [CityVillage](#) and those of neighboring local governments, Miami-Dade County, the South Florida Regional Planning Council, and the State of Florida, both in plan preparation and implementation, and designate the South Florida Regional Planning Council as the forum to mediate any disputes.

Policy 11.2.1: Continue to review plan amendments of other governmental entities to determine how such amendments may affect the [CityVillage](#).

Policy 11.2.2: Continue to attend planning coordination meetings of such agencies throughout their planning periods.

Policy 11.2.3: Use the South Florida Regional Planning Council for informal mediation when development issues cross jurisdictional lines and cannot be resolved by the [CityVillage](#) alone.

Policy 11.2.4: Obtain copies of plans that will be completed after the [CityVillage](#) plan has been adopted, and review for compatibility.

- Policy 11.2.5:** Coordinate the plans of County, as well as adjacent communities, with the [CityVillage](#)'s Comprehensive Plan to address joint infrastructure service areas.
- Policy 11.2.6:** Create an interlocal agreement with adjacent municipalities and Miami-Dade County for greater efficiency and effectiveness in extra-jurisdictional service delivery areas.
- Policy 11.2.7:** Conduct a review of [CityVillage](#) locational standards to determine whether conflicts exist between [CityVillage](#) regulations and neighboring jurisdiction regulations, what can be done to resolve any conflicts found, and any improvement in the effectiveness or efficiency to be gained through a county-wide approach to standards that would be more uniform in their application.
- Policy 11.2.8:** Coordinate with Miami-Dade County and adjacent municipalities within the County in the development, review, and recommendation of efficient county-wide guidelines to coordinate the location of problematic land uses.
- Objective 11.3:** **Continue to meet with state, regional, or local entities having operational or maintenance responsibilities for public facilities within the [CityVillage](#) for the purpose of maintaining current levels of service standards for such facilities.**
- Policy 11.3.1:** Continue to notify the appropriate entities having operational or maintenance responsibilities of any problems arising within the [CityVillage](#) that may impact the provision of regional levels of service.
- Policy 11.3.2:** ~~The City of~~ North Bay Village shall use the South Florida Regional Planning Council's dispute resolution process when necessary to mediate the resolution of conflicts with other local governments and regional agencies. The [CityVillage](#) may use alternative procedures whenever appropriate for the matter of imminent dispute, including agreements authorized by Section 163.3177, F.S., or other non-judicial approaches.
- Policy 11.3.3:** The [CityVillage](#), although not currently impacted, shall enter into any appropriate agreement with the State of Florida University System or the Miami-Dade County School Board implementing the requirements of Section 240.155(11)-(15), F.S., regarding campus master plans.
- Policy 11.3.4:** During pre-development program planning and site selection activities, the [CityVillage](#), as service provider, will coordinate with the Miami-Dade County Public School system to consider all reasonable opportunities to co-locate new libraries, parks, and other facilities with public schools, where compatible, and the potential exists to create logical focal points for community activity. Early review and coordination activities will be modified as necessary to timely consider these potentials.
- Policy 11.3.5:** ~~The City of~~ North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.
- Policy 11.3.6:** The [CityVillage](#) shall coordinate with the South Florida Water Management District by requesting the District to review the [CityVillage](#)'s Plan to ensure that the Comprehensive Plan is consistent with the District's Lower East Coast Water Supply Plan Update.
- Policy 11.3.7:** Establish, by formal agreements with affected governmental entities, coordinated planning efforts for the development of public facilities and services.

- Policy 11.3.8:** Annually, or on an as-needed basis, review the services planning and provision responsibilities of the Florida Department of Transportation (state and federal roadways), the South Florida Water Management District (drainage and potable water supply), and the South Florida Regional Planning Council (regional policies) for coordination with [CityVillage](#) needs.
- Policy 11.3.9:** Coordinate with Miami-Dade County for the provision of county-wide facilities (solid waste disposal, et cetera).
- Policy 11.3.10:** Coordinate with the MPO, FDOT, the County, and the Miami-Dade County Transit Authority for the provision of bridges, major transportation facilities, and mass transit.
- Policy 11.3.11:** Forward to the South Florida Regional Planning Council and the Miami-Dade County Emergency Management Office notice of all proposed future land use policies regarding hurricane shelters and evacuation routes to determine shelter space availability and the effect of the increasing population on evacuation clearance times and routes.
- Policy 11.3.12:** Review the South Florida Regional Planning Council’s Hurricane Evacuation study for issues pertaining to requests for additional residential density increases and the general application of residential future land use densities in coastal high hazard areas.
- Policy 11.3.13:** Continue to establish level of service standards for facilities within the [CityVillage](#) limits and take measures where applicable, to assure that the facilities meet the established Levels of Service. Such measures shall include maintenance and repair of utility lines, streets and other service avenues.
- Policy 11.3.14:** Coordinate the [CityVillage](#)’s transportation needs with the needs of other municipalities within the County and FDOT.
- Policy 11.3.15:** Forward all requests for access to County of state maintained roadways to each respective agency for comments concerning their respective plan policies.
- Policy 11.3.16:** Within eighteen months of approval of the South Florida Water Management District’s **most current** Regional Lower East Coast Water Supply Plan Update, the [CityVillage](#) shall revise the Potable Water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the [CityVillage](#) is responsible. *(Same as Policy 7.5.4. from Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element)*
- Policy 11.3.17:** The [CityVillage](#) shall issue no development orders or development permits without first consulting with Miami-Dade County Water and Sewer Department (the [CityVillage](#)’s potable water service provider) to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the [CityVillage](#) of a certificate of occupancy or its functional equivalent. The [CityVillage](#) will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.
- Policy 11.3.18:** The [CityVillage](#) will participate in the development of updates to SFWMD’s Water Supply assessment and district Water Supply Plan and in other water supply development related initiatives facilitated by the SFWMD that affects the [CityVillage](#).

Policy 11.3.19: The [CityVillage](#) shall coordinate with the [CityVillage](#)'s Public Works Department, Miami-Dade County Water and Sewer Department, Miami-Dade County Department of Environmental Resources Management, SFWMD and the Lower East Coast Water Supply Plan Update to ensure that the [CityVillage](#)'s estimates and projections for potable water demand are incorporated into the County's estimates of demand. In addition, the [CityVillage](#) will:

- a. Continue to maintain relationships with SFWMD and Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption through education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with SFWMD and Miami-Dade County programs.
- b. Continue to coordinate, as appropriate, with the [CityVillage](#)'s Public Works Department, Miami-Dade County Water and Sewer Department, and SFWMD regarding water supply issues. The coordination efforts will include, but not be limited to, sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), and establishing level of service standards.

Objective 11.4: Develop [CityVillage](#) population projections for greater planning coordination with the County.

Policy 11.4.1: Review draft population projections for consideration of inclusion in the Comprehensive Plan.

Policy 11.4.2: Coordinate with the County to develop county-wide population projections of expected growth for the community.

Policy 11.4.3: Forward comprehensive plan population projections to the School Board for projected growth and development consideration relating to School Board 5-, 10-, and 20-year facility plans.

Policy 11.4.4: By 2010, the [CityVillage](#) shall enter an interlocal agreement with Miami-Dade County and/or the South Florida Regional Planning Council to address the affordable housing shortage in the [CityVillage](#) and to provide affordable housing options for employees working in the [CityVillage](#).

Objective 11.5: Coordinate school siting efforts with the Miami-Dade County School Board.

Policy 11.5.1: Cooperate with the School Board in their effort to update the "Process/ Procedures Manual" for public school siting reviews for greater accomplishment of comprehensive plan objectives and policies.

Policy 11.5.2: Cooperate with the School Board to establish provisions for a scoping process for educational facilities review.

Policy 11.5.3: Annually review the School Board's plans for public school siting within its jurisdiction to ensure consistency with the comprehensive plan. This review shall include the School Board's 5, 10, and 20-year facility plans, as well as plans to locate specific new school sites or expand existing schools.

Policy 11.5.4: Annually review the School Board's 5, 10, and 20-year facility work programs (School Plant Surveys) for coordination with the comprehensive plan.

Policy 11.5.5: COORDINATION OF PUBLIC SCHOOLS FACILITIES PLANNING. ~~The City of~~ North Bay Village and Miami-Dade County Public Schools shall follow the procedures established in the adopted “Amended and Restated Interlocal Agreement for Public Schools Facilities Planning in Miami-Dade County” and the Comprehensive Plan’s Public School Facilities Element and the Capital Improvements Element for coordination and collaborative planning and decision making of land uses, public school facilities siting, decision making on population projections, and the location and extension of public facilities subject to concurrency.

The ~~City~~Village shall execute the Interlocal Agreement with Miami-Dade County Public Schools, Miami-Dade County, and other nonexempt municipalities pursuant to Section 163.3177, Florida Statutes, and shall abide by all of its obligations as set forth in the adopted agreement, Florida Statutes, and the Comprehensive Land Use Plan's Educational Element, Intergovernmental Coordination Element, and Capital Improvements Element. Coordination of the Interlocal Agreement, and the ~~City~~Village's obligations therein, shall be achieved via participation in the established Staff Working Group of the Interlocal Agreement.

Policy 11.5.6: ACHIEVING LOS STANDARDS FOR PUBLIC SCHOOLS. ~~The City of~~ North Bay Village shall coordinate with Miami-Dade County Public Schools and other parties to the adopted Interlocal Agreement for Public Schools Facilities Planning to establish, promote, and achieve Level of Service Standards for public school facilities and any amendments affecting public school concurrency.

CAPITAL IMPROVEMENTS ELEMENT

Goals, Objectives, and Policies

GOAL: Adequately provide needed public facilities to all residents within the [CityVillage](#)'s jurisdiction so as to protect investments in existing facilities, maximize the use of existing facilities, and promote orderly compact urban growth.

To implement this goal, the [CityVillage](#) has further established the following objectives and policies.

Objective 12.1: The five-year Capital Improvements Plan will be updated annually to maintain its financial feasibility, which assures the adopted level of service standards will be achieved and maintained.

Policy 12.1.1: The [CityVillage](#) shall include all projects identified in the elements of this Comprehensive Plan that are determined to be of relatively large scale and high costs (\$10,000 or greater), as capital improvements projects for inclusion within the five-year Schedule of Improvements.

Policy 12.1.2: The [CityVillage](#) shall, as a matter of priority, schedule for funding any capital improvement projects in the five-year Schedule of Improvements which are designed to correct existing public facility deficiencies.

Policy 12.1.3: Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines.

1. Whether the project is needed to protect public health and safety, to provide facilities and services, or to preserve or achieve full use of existing facilities, or to maintain or repair existing facilities;
2. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvements costs, provides service to developed areas lacking full service, or promotes in-fill development; and
3. Whether the project represents a logical extension of facilities and services.

Policy 12.1.4: ~~The City of~~ North Bay Village shall manage the land development process so that public facility needs of future development created by previously issued land development orders do not exceed the [CityVillage](#)'s ability to ensure provision of needed capital improvements. As part of the development approval process, applicants will submit Letters of Availability from appropriate water and sewer utilities.

Policy 12.1.5: The [CityVillage](#) shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

Kennedy Causeway	D
Local Roads	C
Wastewater	110 gpd <u>per capita</u>
Potable Water	155 <u>148.11</u> gpd <u>per capita</u>
Solid Waste	4 lbs per person <u>per day</u>
Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms).

Policy 12.1.6: PUBLIC SCHOOL FACILITIES LEVEL OF SERVICE (LOS): Coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service (LOS) standards for public school concurrency to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period. Beginning January 1, 2008, the adopted LOS standard for all Miami-Dade County Public Schools facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms). This LOS standard, except for magnet schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by Miami-Dade County Public Schools.

The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis.

LOS standards for public school facilities apply to those traditional educational facilities, owned and operated by Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. LOS standards do not apply to charter schools; however, the capacity of both charter and magnet schools is credited against the impact of development. No credit against the impact of development shall be given for either magnet or charter schools if their enrollment is at, or above, 100% FISH Capacity.

Certification of the availability and commitment of capacity by Miami-Dade County Public Schools during the concurrency review process shall be sufficient to demonstrate that such facilities are available to meet the impacts of a residential development and shall be consistent with the availability standard in Section 163.3180(13)(e), Florida Statutes.

Policy 12.1.7: The [CityVillage](#) will maintain a water supply facilities work plan that is coordinated with SFWMD’s ~~District~~ most current Water Supply Plan and the Miami-Dade County Water and Sewer Department by updating its own work plan within 18 months of an update to SFWMD’s ~~District~~ Water Supply Plan that affect the [CityVillage](#).

Objective 12.2: The [CityVillage](#) shall ensure the provision of capital improvements as set forth on its five-year Capital Improvements Plan through its annual budget process.

Policy 12.2.1: No development orders or permits will be issued unless public facilities and services needed to support the development are available concurrent with the impacts of such development.

Policy 12.2.2: The [CityVillage](#) shall annually adopt a five-year Capital Improvement Program and capital budget as a part of its budgeting process.

Policy 12.2.3: Development orders which substantially increase the demand of infrastructure on the [CityVillage](#) shall not be issued unless and until the [CityVillage](#) determines that either the level of service for sewer, solid waste, potable water, drainage, recreation, and transportation facilities can and will be maintained at or above the [CityVillage](#)'s adopted standards subsequent to the development, or that such additional infrastructure needed to maintain the adopted level of service will be in place in accordance with the following:

1. For sewer, solid waste, drainage and potable water facilities, the facilities must be in place no later than the certificate of occupancy.
2. For parks and recreation facilities, the facilities must be in place no later than one (1) year after the issuance of the certificate of occupancy.
3. For transportation facilities, the facility must be in place under actual construction no later than three (3) years after issuance of a certificate of occupancy.

Policy 12.2.4: Determination of concurrency shall be made prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

Policy 12.2.5: Attempt to secure grants or private funding whenever available to finance the provision of capital improvements.

Policy 12.2.6: North Bay Village recognizes that the Miami-Dade County Water and Sewer Department provides their potable water and although no capital improvement projects are necessary within the [CityVillage](#), or for which the [CityVillage](#) will be financially responsible in connection with supply of potable water to the [CityVillage](#) and its businesses and residents, the [CityVillage](#) will support and coordinate with the Miami-Dade County Water and Sewer Department, as necessary, to assist in the implementation of their Capital Improvements projects ~~for the years 2007-2012~~ through the year 2033.

Objective 12.3: **Base decisions regarding the issuance of development orders and permits upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.**

Policy 12.3.1: Establish the standards discussed earlier in this element as the levels of service for North Bay Village and use these levels of service in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy 12.3.2: Evaluate proposed plan amendments and requests for new development or redevelopment according to the following guidelines:

1. Will the action contribute to a condition of public hazard as described in the Sanitary Sewer, Solid Waste, Drainage, Potable Water Element and the Coastal Management Element?
2. Will the action exacerbate any existing public facility capacity deficits as described in the Traffic Circulation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water Element, and the Recreation and Open Space Element?
3. Will the action generate public facility demands that may be accommodated by capacity increases planned in the 5-Year Schedule of Improvements?
4. Does the action conform with future land uses, as shown on the future land use map of the Future Land Use Element?
5. If public facilities are developer-provided, will the action accommodate public facility demand based upon adopted level of service standards?
6. If public facilities are provided, in part or whole, by the [CityVillage](#), is the action financially feasible subject to this element?

Policy 12.3.3: Public school facility capacity improvements programmed in the first three years of the Miami-Dade County Public Schools Facilities Work Program shall be counted as available capacity for purposes of concurrency. The necessary public school facilities must be in place or under actual construction within three years after issuance of final site plan approval.

Policy 12.3.4: PUBLIC SCHOOL FACILITY MITIGATION: The [CityVillage](#) in coordination with Miami-Dade County Public Schools shall include proportionate share mitigation methodologies and options for public school facilities in its concurrency management program and the Updated and Restated [Cityof](#)-North Bay Village and Miami-Dade County School Board Interlocal Agreement for Public School Facility Planning, consistent with the requirements of Chapter 163, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities through Public School Mitigation Agreements that provide for one or more of the following: (1) contribution of land; (2) the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or (3) the creation of a mitigation bank for the right to sell capacity credits.

Policy 12.3.5: The ~~City~~Village recognizes that it relies upon the Miami-Dade County Water and Sewer Department facilities for the provision of potable water for its residents, businesses and visitors, and as such the ~~City~~Village is within the SFWMD and that the continued supply of potable water will be dependent upon all local governments striving to maintain demand for potable water at sustainable levels. As such, the ~~City~~Village will:

- e1. Continue to maintain relationships with the SFWMD and the Miami-Dade County Water and Sewer Department to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and ~~city~~Village including coordinating local conservation education efforts with the SFWMD and the Miami-Dade County Water and Sewer Department programs.
- e2. Require landscaping in all new development or redevelopment to use water-efficient landscaping and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.

The ~~City~~Village shall inform residents and businesses of, and shall encourage their participation in, the Miami-Dade County Water and Sewer Department water conservation programs.

Objective 12.4: PUBLIC SCHOOL FACILITIES WORK PROGRAM. Pursuant to Chapter 163, Florida Statutes, the Miami-Dade County Public Schools 5 Year District Facilities Work Program, adopted September 5, 2007, and as revised annually by the Miami-Dade School Board, is incorporated by reference into the ~~City~~Village's Capital Improvement Plan, as applicable.

~~The City of~~North Bay Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, will continue to be achieved and maintained. ~~The City of~~North Bay Village, through its updates of the Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. ~~The City of~~North Bay Village and Miami-Dade County Public Schools will coordinate their planning efforts prior to and during the ~~City~~Village's Comprehensive Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program.

The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Policy 12.4.1. ~~The City of~~North Bay Village shall update its Capital Improvements Element and Program annually, to include the annual update of the Miami-Dade County Public Schools 5-Year District Facilities Work Plan.

**North Bay Village, Florida
Five-Year Schedule of Capital Improvements**

	2014-15	2015-16	2016-17	2017-18	2018-19	5 Year Total
Transportation Fund						
Treasure Island Street Resurfacing	359,000	50,000	50,000	50,000	50,000	559,000
Sidewalk ADA Improvements	-	50,000	50,000	-	-	100,000
Total	359,000	100,000	100,000	50,000	50,000	659,000
Capital Improvements Fund						
Public Safety / Municipal Complex	1,106,403	3,387,295	3,387,295	3,387,295	1,000,000	12,268,288
Parks & Open Space Facilities	397,000	200,000	2,173,190	2,173,190	1,000,000	5,943,380
Baywalk Project		200,000	200,000	2,000,000	1,000,000	3,400,000
Underground Utility Lines Project		1,000,000	8,100,000	-	-	9,100,000
Public Works Facilities Renovation	400,000	-	-	-	-	400,000
Total	1,903,403	4,787,295	13,860,485	7,560,485	3,000,000	31,111,668
Stormwater Fund						
Deep Injection System Rebuilding	850,000	-	-	-	-	850,000
Renovation of collection and outfall system		500,000	500,000	-	-	1,000,000
Total	850,000	500,000	500,000	-	-	1,850,000
Water Improvements Fund						
Water Lateral/Meter Replacement	315,000	2,500,000	25,000	25,000	25,000	2,890,000
Water Main Design and Replacement	240,000	4,000,000	5,000,000			9,240,000
Total	555,000	6,500,000	5,025,000	25,000	25,000	12,130,000

Sewer Improvements Fund						
Lift Station & Pumps	100,000	500,000	500,000	-	-	1,100,000
Sewer Mains Cleaning, Videoing & Rehabilitation	260,000	4,000,000	5,000,000			9,260,000
Main Wastewater Pump Station Crane Installation	-	50,000	-	-	-	50,000
Total	360,000	9,550,000	500,000	-	-	10,410,000
						56,160,668
Source: North Bay Village 2015 Proposed Budget / Updated by Finance February 27, 2015						

Summary of Revenue/Expenditures Available for Public School New Construction and Remodeling Projects Only						
Fiscal Year	2014-15	2015-16	2016-17	2017-18	2018-19	5-yr Total
Total Revenues	\$239,817,483	\$275,642,838	\$254,293,685	\$2,000,000	\$2,000,000	\$773,754,006
Total Project Costs	\$239,817,483	\$275,642,838	\$254,293,685	\$2,000,000	\$2,000,000	\$773,754,006
Remaining Funds	\$0	\$0	\$0	\$0	\$0	\$0
Source: Miami-Dade County School District 2014-2015 Work Plan						

Miami-Dade County School District Work Plan 2014-15

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	Total	Funded
NEW K-12 @ SW 148 Ave. and SW 160 St. (Phase I - Planning/Design)	Location not specified	Planned Cost:	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
	Student Stations:		0	0	0	0	0	0	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	160,000	0	0	160,000	
NEW K-8 West of I-75 and North of NW 138 St. @ MacArthur North - Phase I	Location not specified	Planned Cost:	\$5,540,000	\$1,000,000	\$0	\$0	\$0	\$6,540,000	Yes
	Student Stations:		914	0	0	0	0	914	
	Total Classrooms:		42	0	0	0	0	42	
	Gross Sq Ft:		92,400	1,000	0	0	0	93,400	
Addition	GLADES MIDDLE	Planned Cost:	\$0	\$0	\$6,300,000	\$0	\$0	\$6,300,000	Yes
	Student Stations:		0	0	174	0	0	174	
	Total Classrooms:		0	0	17	0	0	17	
	Gross Sq Ft:		0	0	35,000	0	0	35,000	
Secondary Facility - NE Miami Dade Area	Location not specified	Planned Cost:	\$0	\$14,577,804	\$0	\$0	\$2,000,000	\$16,577,804	Yes
	Student Stations:		0	600	0	0	242	842	

	Total Classrooms:		0	24	0	0	11	35	
	Gross Sq Ft:		0	60,000	0	0	15,000	75,000	
NEW K-8 (Northeast Miami-Dade Area) - Phase I	Location not specified	Planned Cost:	\$3,635,795	\$0	\$0,423,600	-\$0	\$0	\$13,059,385	Yes
	Student Stations:		280	0	0	0	0	280	
	Total Classrooms:		14	0	0	0	0	14	
	Gross Sq Ft:		54,000	0	24,000	0	0	78,000	
NEW K-8 @ NW 90 Street and NW 114 Avenue - Phase I	Location not specified	Planned Cost:	\$4,502,800	\$1,000,000	-\$0	-\$0	\$0	\$5,502,800	Yes
	Student Stations:		220	0	0	0	0	220	
	Total Classrooms:		11	0	0	0	0	11	
	Gross Sq Ft:		35,000	1,000	0	0	0	36,000	
K-12 Completion @ Annex	SCHOOL BOARD ADMINISTRATION COMPLEX	Planned Cost:	\$3,000,000	\$0	\$0	-\$0	\$0	\$3,000,000	Yes
	Student Stations:		132	0	0	0	0	132	
	Total Classrooms:		6	0	0	0	0	6	
	Gross Sq Ft:		12,000	0	0	0	0	12,000	
Addition:	SOUTH POINTE ELEMENTARY	Planned Cost:	\$0	\$5,290,000	-\$0	-\$0	\$0	\$5,290,000	Yes
	Student Stations:		0	350	0	0	0	350	
	Total Classrooms:		0	17	0	0	0	17	
	Gross Sq Ft:		0	22,873	0	0	0	22,873	
Addition - K-8 Conversion	ETHEL ROGER BECKHAM ELEMENTARY	Planned Cost:	\$0	\$6,224,758	-\$0	-\$0	-\$0	\$6,224,758	Yes
	Student Stations:		0	343	0	0	0	343	
	Total Classrooms:		0	18	0	0	0	18	
	Gross Sq Ft:		0	34,568	0	0	0	34,568	
NEW K-8 @ SW 167 Ave and SW 95 St (Phase I- Planning/Design)	Location not specified	Planned Cost:	\$0	\$0	\$4,000,000	-\$0	\$0	\$4,000,000	Yes
	Student Stations:		0	0	200	0	0	200	
	Total Classrooms:		0	0	10	0	0	10	
	Gross Sq Ft:		0	0	130,000	0	0	130,000	

NEW K-5 @ Coral Way and SW 149 Ave. (Planning/Design)	Location not specified	Planned Cost	\$0	\$0	\$6,000,000	\$0	\$0	\$6,000,000	Yes
	Student Stations		0	0	280	0	0	280	
	Total Classrooms		0	0	14	0	0	14	
	Gross Sq Ft		0	0	80,000	0	0	80,000	
Partial Replacement	BARBARA HAWKINS ELEMENTARY	Planned Cost	\$0	\$0	\$766,303	\$0	\$0	\$766,303	Yes
	Student Stations		0	0	88	0	0	88	
	Total Classrooms		0	0	4	0	0	4	
	Gross Sq Ft		0	0	2,946	0	0	2,946	
Partial Replacement	BISCAYNE GARDENS ELEMENTARY	Planned Cost	\$166,734	\$0	\$0	\$0	\$0	\$166,734	Yes
	Student Stations		22	0	0	0	0	22	
	Total Classrooms		1	0	0	0	0	1	
	Gross Sq Ft		926	0	0	0	0	926	
Partial Replacement	CRESTVIEW ELEMENTARY	Planned Cost	\$0	\$0	\$1,993,645	\$0	\$0	\$1,993,645	Yes
	Student Stations		0	0	196	0	0	196	
	Total Classrooms		0	0	10	0	0	10	
	Gross Sq Ft		0	0	8,555	0	0	8,555	
Partial Replacement	HIBISCUS ELEMENTARY	Planned Cost	\$2,103,192	\$0	\$0	\$0	\$0	\$2,103,192	Yes
	Student Stations		108	0	0	0	0	108	
	Total Classrooms		6	0	0	0	0	6	
	Gross Sq Ft		11,684	0	0	0	0	11,684	
Partial Replacement	NORLAND ELEMENTARY	Planned Cost	\$2,727,180	\$0	\$0	\$0	\$0	\$2,727,180	Yes
	Student Stations		490	0	0	0	0	490	
	Total Classrooms		25	0	0	0	0	25	
	Gross Sq Ft		11,066	0	0	0	0	11,066	
Partial Replacement	NORLAND MIDDLE	Planned Cost	\$0	\$0	\$5,467,986	\$0	\$0	\$5,467,986	Yes

	Student Stations	0	0	649	0	0	649		
	Total Classrooms	0	0	29	0	0	29		
	Gross Sq Ft	0	0	23,355	0	0	23,355		
Partial Replacement	NORTH COUNTY K-8 CENTER	Planned Cost	\$0	\$0	\$1,237,207	\$0	\$0	\$1,237,207	Yes
	Student Stations	0	0	0	0	0	0		
	Total Classrooms	0	0	0	0	0	0		
	Gross Sq Ft	0	0	2,874	0	0	2,874		
Partial Replacement	NORTH MIAMI ELEMENTARY	Planned Cost	\$0	\$0	\$3,107,661	\$0	\$0	\$3,107,661	Yes
	Student Stations	0	0	466	0	0	466		
	Total Classrooms	0	0	23	0	0	23		
	Gross Sq Ft	0	0	27,004	0	0	27,004		
Partial Replacement	PARKVIEW ELEMENTARY	Planned Cost	\$2,028,762	\$0	\$0	\$0	\$0	\$2,028,762	Yes
	Student Stations	124	0	0	0	0	124		
	Total Classrooms	6	0	0	0	0	6		
	Gross Sq Ft	11,271	0	0	0	0	11,271		
Partial Replacement	SCOTT LAKE ELEMENTARY	Planned Cost	\$2,147,040	\$0	\$0	\$0	\$0	\$2,147,040	Yes
	Student Stations	380	0	0	0	0	380		
	Total Classrooms	20	0	0	0	0	20		
	Gross Sq Ft	29,378	0	0	0	0	29,378		
Partial Replacement	SKYWAY ELEMENTARY	Planned Cost	\$0	\$0	\$7,699,950	\$0	\$0	\$7,699,950	Yes
	Student Stations	0	0	450	0	0	450		
	Total Classrooms	0	0	23	0	0	23		
	Gross Sq Ft	0	0	42,750	0	0	42,750		
Partial Replacement	BROADMOOR ELEMENTARY	Planned Cost	\$0	\$5,724,979	\$0	\$0	\$0	\$5,724,979	Yes
	Student Stations	0	264	0	0	0	264		
	Total Classrooms	0	12	0	0	0	12		
	Gross Sq Ft	0	33,880	0	0	0	33,880		

Partial Replacement	DR HENRY W MACKWEST LITTLE RIVER K-8 CENTER	Planned Cost	\$10,134,174	\$421,925	\$0	\$0	\$0	\$10,556,100	Yes
		Student Stations	480	0	0	0	0	480	
		Total Classrooms	24	0	0	0	0	24	
		Gross Sq Ft	45,000	0	0	0	0	45,000	
Partial Replacement	LAKEVIEW ELEMENTARY	Planned Cost	\$788,574	\$0	\$0	\$0	\$0	\$788,574	Yes
		Student Stations	36	0	0	0	0	36	
		Total Classrooms	2	0	0	0	0	2	
		Gross Sq Ft	8,714	0	0	0	0	8,714	
Partial Replacement	MADISON MIDDLE	Planned Cost	\$0	\$0	\$6,177,976	\$0	\$0	\$6,177,976	Yes
		Student Stations	0	0	264	0	0	264	
		Total Classrooms	0	0	12	0	0	12	
		Gross Sq Ft	0	0	26,400	0	0	26,400	
Partial Replacement	MIAMI PARK ELEMENTARY	Planned Cost	\$0	\$7,603,050	\$0	\$0	\$0	\$7,603,050	Yes
		Student Stations	0	350	0	0	0	350	
		Total Classrooms	0	18	0	0	0	18	
		Gross Sq Ft	0	35,000	0	0	0	35,000	
Partial Replacement	GREYNOlds PARK ELEMENTARY	Planned Cost	\$0	\$2,155,518	\$0	\$0	\$0	\$2,155,518	Yes
		Student Stations	0	288	0	0	0	288	
		Total Classrooms	0	14	0	0	0	14	
		Gross Sq Ft	0	11,976	0	0	0	11,976	
Partial Replacement	MADIE IVES COMMUNITY ELEMENTARY	Planned Cost	\$0	\$2,958,714	\$0	\$0	\$0	\$2,958,714	Yes
		Student Stations	0	370	0	0	0	370	
		Total Classrooms	0	19	0	0	0	19	
		Gross Sq Ft	0	16,437	0	0	0	16,437	
Partial Replacement	FLAMINGO ELEMENTARY	Planned Cost	\$0	\$6,336,828	\$0	\$0	\$0	\$6,336,828	Yes

		Student Stations:	0	580	0	0	0	580	
		Total Classrooms:	0	30	0	0	0	30	
		Gross Sq Ft:	0	35,205	0	0	0	35,205	
Partial Replacement	M/A MILAM K-8 CENTER	Planned Cost:	\$1,758,348	\$0	\$0	\$0	\$0	\$1,758,348	Yes
		Student Stations:	288	0	0	0	0	288	
		Total Classrooms:	14	0	0	0	0	14	
		Gross Sq Ft:	8,769	0	0	0	0	9,769	
Partial Replacement	MAE M WALTERS ELEMENTARY	Planned Cost:	\$1,285,866	\$0	\$0	\$0	\$0	\$1,285,866	Yes
		Student Stations:	126	0	0	0	0	126	
		Total Classrooms:	7	0	0	0	0	7	
		Gross Sq Ft:	7,144	0	0	0	0	7,144	
Partial Replacement	NORTH TWIN LAKES ELEMENTARY	Planned Cost:	\$0	\$2,403,144	\$0	\$0	\$0	\$2,403,144	Yes
		Student Stations:	0	304	0	0	0	304	
		Total Classrooms:	0	16	0	0	0	16	
		Gross Sq Ft:	0	13,351	0	0	0	13,351	
Partial Replacement	PALM SPRINGS ELEMENTARY	Planned Cost:	\$0	\$4,643,586	\$0	\$0	\$0	\$4,643,586	Yes
		Student Stations:	0	256	0	0	0	256	
		Total Classrooms:	0	15	0	0	0	15	
		Gross Sq Ft:	0	25,798	0	0	0	25,798	
Partial Replacement	HENRY M FLAGLER ELEMENTARY	Planned Cost:	\$2,185,882	\$0	\$0	\$0	\$0	\$2,185,882	Yes
		Student Stations:	160	0	0	0	0	160	
		Total Classrooms:	8	0	0	0	0	8	
		Gross Sq Ft:	12,199	0	0	0	0	12,199	
Partial Replacement	JAMES H BRIGHT ELEMENTARY	Planned Cost:	\$0	\$0	\$5,596,684	\$0	\$0	\$5,596,684	Yes
		Student Stations:	0	0	414	0	0	414	
		Total Classrooms:	0	0	11	0	0	11	
		Gross Sq Ft:	0	0	31,304	0	0	31,304	

Partial Replacement	MIAMI SPRINGS MIDDLE	Planned Cost	\$570,906	\$0	\$0	\$0	\$0	\$570,906	Yes
	Student Stations		88	0	0	0	0	88	
	Total Classrooms		4	0	0	0	0	4	
	Gross Sq Ft		3,172	0	0	0	0	3,172	
Partial Replacement	CITRUS GROVE ELEMENTARY	Planned Cost	\$0	\$3,410,280	\$0	\$0	\$0	\$3,410,280	Yes
	Student Stations		0	292	0	0	0	292	
	Total Classrooms		0	16	0	0	0	16	
	Gross Sq Ft		0	18,946	0	0	0	18,946	
Partial Replacement	DAVID FAIRCHILD ELEMENTARY	Planned Cost	\$0	\$0	\$2,639,358	\$0	\$0	\$2,639,358	Yes
	Student Stations		0	0	262	0	0	262	
	Total Classrooms		0	0	13	0	0	13	
	Gross Sq Ft		0	0	14,663	0	0	14,663	
Partial Replacement	EVERGLADES K-R CENTER	Planned Cost	\$0	\$1,674,648	\$0	\$0	\$0	\$1,674,648	Yes
	Student Stations		0	210	0	0	0	210	
	Total Classrooms		0	11	0	0	0	11	
	Gross Sq Ft		0	9,304	0	0	0	9,304	
Partial Replacement	ROCKWAY ELEMENTARY	Planned Cost	\$3,888,658	\$0	\$0	\$0	\$0	\$3,888,658	Yes
	Student Stations		332	0	0	0	0	332	
	Total Classrooms		18	0	0	0	0	18	
	Gross Sq Ft		20,548	0	0	0	0	20,548	
Partial Replacement	ROCKWAY MIDDLE	Planned Cost	\$0	\$0	\$1,457,820	\$0	\$0	\$1,457,820	Yes
	Student Stations		0	0	119	0	0	119	
	Total Classrooms		0	0	4	0	0	4	
	Gross Sq Ft		0	0	8,099	0	0	8,099	
Partial Replacement	SEMINOLE ELEMENTARY	Planned Cost	\$0	\$0	\$1,407,405	\$0	\$0	\$1,407,405	Yes

	Student Stations:	0	0	424	0	0	424		
	Total Classrooms:	0	0	21	0	0	21		
	Gross Sq Ft:	0	0	21,604	0	0	21,604		
Partial Replacement:	CORAL REEF ELEMENTARY	Planned Cost:	\$0	\$0	\$562,122	\$0	\$0	\$562,122	Yes
	Student Stations:	0	0	72	0	0	72		
	Total Classrooms:	0	0	4	0	0	4		
	Gross Sq Ft:	0	0	3,123	0	0	3,123		
Partial Replacement:	LEISURE CITY K/B CENTER	Planned Cost:	\$0	\$4,803,534	\$0	\$0	\$0	\$4,803,534	Yes
	Student Stations:	0	456	0	0	0	456		
	Total Classrooms:	0	24	0	0	0	24		
	Gross Sq Ft:	0	26,686	0	0	0	26,686		
Partial Replacement:	PALMETTO ELEMENTARY	Planned Cost:	\$1,462,012	\$0	\$0	\$0	\$0	\$1,462,012	Yes
	Student Stations:	196	0	0	0	0	196		
	Total Classrooms:	10	0	0	0	0	10		
	Gross Sq Ft:	8,233	0	0	0	0	8,233		
Partial Replacement:	PINECREST ELEMENTARY	Planned Cost:	\$0	\$1,319,274	\$0	\$0	\$0	\$1,319,274	Yes
	Student Stations:	0	180	0	0	0	180		
	Total Classrooms:	0	10	0	0	0	10		
	Gross Sq Ft:	0	7,320	0	0	0	7,320		
Partial Replacement:	REDONDO ELEMENTARY	Planned Cost:	\$0	\$0	\$373,284	\$0	\$0	\$373,284	Yes
	Student Stations:	0	0	36	0	0	36		
	Total Classrooms:	0	0	2	0	0	2		
	Gross Sq Ft:	0	0	2,074	0	0	2,074		
Partial Replacement:	MIAMI NORLAND SENIOR	Planned Cost:	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	Yes
	Student Stations:	321	0	0	0	0	321		
	Total Classrooms:	13	0	0	0	0	13		
	Gross Sq Ft:	40,000	0	0	0	0	40,000		

Partial Replacement	BENJAMIN FRANKLIN K-8 CENTER	Planned Cost	\$7,031,358	\$0	\$0	\$0	\$0	\$7,031,358	Yes
		Student Stations	580	0	0	0	0	580	
		Total Classrooms	29	0	0	0	0	29	
		Gross Sq Ft	39,063	0	0	0	0	39,063	
Partial Replacement	HENRY S WEST LABORATORY SCHOOL	Planned Cost	\$0	\$2,607,570	\$0	\$0	\$0	\$2,607,570	Yes
		Student Stations	0	226	0	0	0	226	
		Total Classrooms	0	12	0	0	0	12	
		Gross Sq Ft	0	14,488	0	0	0	14,488	
Partial Replacement/ K-8 Conversion	AIR BASE ELEMENTARY	Planned Cost	\$2,003,346	\$949,158	\$0	\$0	\$0	\$2,952,504	Yes
		Student Stations	264	0	0	0	0	264	
		Total Classrooms	12	0	0	0	0	12	
		Gross Sq Ft	5,273	0	0	0	0	5,273	
Partial Replacement	COMSTOCK ELEMENTARY	Planned Cost	\$7,551,230	\$0	\$0	\$0	\$0	\$7,551,230	Yes
		Student Stations	350	0	0	0	0	350	
		Total Classrooms	21	0	0	0	0	21	
		Gross Sq Ft	42,924	0	0	0	0	42,924	
Partial Replacement	MIAMI PALMETTO SENIOR HIGH	Planned Cost	\$0	\$27,028,945	\$0	\$0	\$0	\$27,028,945	Yes
		Student Stations	0	2,060	0	0	0	2,060	
		Total Classrooms	0	84	0	0	0	84	
		Gross Sq Ft	0	143,426	0	0	0	143,426	
Partial Replacement/Remodeling	MIAMI BEACH SENIOR HIGH	Planned Cost	\$2,254,800	\$0	\$0	\$0	\$0	\$2,254,800	Yes
		Student Stations	155	0	0	0	0	155	
		Total Classrooms	8	0	0	0	0	8	
		Gross Sq Ft	15,671	0	0	0	0	15,671	
Addition	BEN SHEPPARD ELEMENTARY	Planned Cost	\$3,600,000	\$0	\$0	\$0	\$0	\$3,600,000	Yes

	Student Stations:	242	0	0	0	0	242
	Total Classrooms:	11	0	0	0	0	11
	Gross Sq Ft:	15,000	0	0	0	0	15,000
Partial Replacement	CORAL TERRACE ELEMENTARY	Planned Cost	\$1,049,760	\$0	\$0	\$0	\$1,049,760
	Student Stations:	106	0	0	0	0	106
	Total Classrooms:	5	0	0	0	0	5
	Gross Sq Ft:	6,520	0	0	0	0	6,520
Partial Replacement	GRATIGNY ELEMENTARY	Planned Cost	\$4,120,506	\$0	\$0	\$0	\$4,120,506
	Student Stations:	548	0	0	0	0	548
	Total Classrooms:	28	0	0	0	0	28
	Gross Sq Ft:	23,104	0	0	0	0	23,104
Addition	GULFSTREAM ELEMENTARY	Planned Cost	\$1,800,000	\$1,500,000	\$0	\$0	\$3,300,000
	Student Stations:	86	86	0	0	0	172
	Total Classrooms:	4	4	0	0	0	8
	Gross Sq Ft:	7,520	7,520	0	0	0	15,040
Addition	MARITIME & SCIENCE TECHNOLOGY ACADEMY	Planned Cost	\$2,500,000	\$0	\$0	\$0	\$2,500,000
	Student Stations:	0	0	0	0	0	0
	Total Classrooms:	0	0	0	0	0	0
	Gross Sq Ft:	5,000	0	0	0	0	5,000
Partial Replacement	MEADOWLANE ELEMENTARY	Planned Cost	\$4,414,374	\$0	\$0	\$0	\$4,414,374
	Student Stations:	328	0	0	0	0	328
	Total Classrooms:	18	0	0	0	0	18
	Gross Sq Ft:	25,308	0	0	0	0	25,308
Addition	SOLITISIDE ELEMENTARY	Planned Cost	\$0	\$0	\$2,000,000	\$2,000,000	\$4,000,000
	Student Stations:	0	0	242	242	0	484
	Total Classrooms:	0	0	11	11	0	22
	Gross Sq Ft:	0	0	15,000	15,000	0	30,000

Partial Replacement	SPRINGVIEW ELEMENTARY	Planned Cost	\$3,454,129	\$0	\$0	\$0	\$0	\$3,454,129	Yes
	Student Stations:		296	0	0	0	0	296	
	Total Classrooms:		16	0	0	0	0	16	
	Gross Sq Ft:		18,814	0	0	0	0	18,814	
Partial Replacement	TWIN LAKES ELEMENTARY	Planned Cost	\$1,608,588	\$0	\$0	\$0	\$0	\$1,608,588	Yes
	Student Stations:		215	0	0	0	0	215	
	Total Classrooms:		12	0	0	0	0	12	
	Gross Sq Ft:		8,608	0	0	0	0	8,608	
Partial Replacement	WEST MIAMI MIDDLE	Planned Cost	\$423,900	\$0	\$0	\$0	\$0	\$423,900	Yes
	Student Stations:		45	0	0	0	0	45	
	Total Classrooms:		1	0	0	0	0	1	
	Gross Sq Ft:		2,330	0	0	0	0	2,330	
Addition (Carry Forward)	DESIGN AND ARCHITECTURE SENIOR HIGH	Planned Cost	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000	Yes
	Student Stations:		200	0	0	0	0	200	
	Total Classrooms:		8	0	0	0	0	8	
	Gross Sq Ft:		13,070	0	0	0	0	13,070	
NEW K-8 (Northeast Miami-Dade Area) - Phase I (Carry Forward)	Location not specified	Planned Cost	\$2,464,205	\$0	\$0	\$0	\$0	\$2,464,205	Yes
	Student Stations:		120	0	0	0	0	120	
	Total Classrooms:		6	0	0	0	0	6	
	Gross Sq Ft:		10,000	0	0	0	0	10,000	
NEW K-8 @ NW 80 Street and NW 114 Avenue - Phase I (Carry Forward)	Location not specified	Planned Cost	\$7,136,700	\$0	\$0	\$0	\$0	\$7,136,700	Yes
	Student Stations:		340	0	0	0	0	340	
	Total Classrooms:		17	0	0	0	0	17	
	Gross Sq Ft:		45,000	0	0	0	0	45,000	

PUBLIC SCHOOL FACILITIES ELEMENT

Goals, Objectives, and Policies

GOAL 4: Develop, operate, and maintain a system of public education by Miami-Dade County Public Schools, in cooperation with the ~~city~~ Village and other appropriate governmental agencies, which will strive to improve the quality and quantity of public educational facilities available to the citizens of ~~the city of~~ North Bay Village and Miami-Dade County, Florida.

Objective 13.1: Promote towards the reduction of the overcrowding, which currently exists in the Miami-Dade County Public Schools, while striving to attain an optimum level of service pursuant to Objective 13.2. Provide additional solutions to overcrowding so that public school enrollment in ~~the City of~~ North Bay Village will meet state requirements for class size by September 1, 2010.

Policy 13.1.1: Coordinate with Miami-Dade County Public Schools in their efforts to continue to provide new student stations through the Capital Outlay program, insofar as funding is available.

Policy 13.1.2: Inform the Miami-Dade School Board of all proposed new development within North Bay Village so that they can receive impact fees funds from the applicant prior to the issuance of building permits.

Policy 13.1.3: Coordinate with Miami-Dade County Public Schools in their efforts to develop and implement alternative educational facilities, such as primary learning centers, which can be constructed on small parcels of land and relieve overcrowding at elementary schools, insofar as funding and rules permit.

Policy 13.1.4: Coordinate with Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of Miami-Dade County, which operate at optimum capacity, insofar as funding available. Operational alternatives may be developed and implemented, where appropriate, which mitigate the impacts of overcrowding while maintaining the instructional integrity of the educational program.

Policy 13.1.5: Coordinate with Miami-Dade County Public Schools in their efforts to maintain and/or improve the established level of service (LOS), for Public Educational Facilities, as established for the purposes of school concurrency.

Policy 13.1.6: Miami-Dade County Public Schools' comments shall be sought and considered on residential comprehensive plan and zoning amendments which could impact the school district, to be consistent with the terms of the state mandated Interlocal Agreement pursuant to Sections 1013.33 and 163.31777, Florida Statutes.

Policy 13.1.7: Capital improvement programming by Miami-Dade Public Schools shall be based on future enrollment projections and demographic shifts and targeted to enhance the effectiveness of the learning environment. The future enrollment projections shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by Miami-Dade County Public Schools based on development data and agreement with the local governments, the State Office of Educational Facilities and the State SMART Schools Clearinghouse.

Miami-Dade County Public Schools may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, Miami-Dade County Public Schools shall coordinate with the Cities and County regarding development trends and future population projections.

Policy 13.1.8: Coordinate with Miami-Dade County Public Schools and applicable local governments through the Staff Working Group of the Interlocal Agreement to review annually necessary revisions to the Public School Facilities Element, school enrollment projections the interlocal agreement, and other objectives and policies herein.

Policy 13.1.9: ~~The City of~~North Bay Village shall rely upon the consensus data and analysis, also known as the "Supporting Data and Analysis for the Special Application Requesting Amendments to the Miami-Dade County Comprehensive Development Master Plan Addressing Public School Facilities", dated July 3, 2007, prepared by the Miami-Dade County Department of Planning and Zoning, and as supplemented in October 2007 to include the Miami-Dade School Board's adopted 2007-08 through 2011-12 District Facilities Work Plan, to support all Objectives and Policies herein.

Further, for any revision of the Public Education Facilities Element, the CityVillage will coordinate with the Miami-Dade County School Board, the County, and the municipalities to ensure consistency among the Public Education Facilities Elements of the County and municipalities.

Objective 13.2: **Coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service standards for public school concurrency, to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period.**

Policy 13.2.1: Beginning January 1, 2008, the adopted level of service (LOS) standard for all public school facilities within and served by ~~the City of~~North Bay Village is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard, except for magnet schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by Miami-Dade County Public Schools.

The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis.

Policy 13.2.2: It is the goal of Miami-Dade County Public Schools and the [CityVillage](#) for all public school facilities to achieve 100% utilization of Permanent FISH (No Relocatable Classrooms) capacity by January 1, 2018. To help achieve the desired 100% utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100% utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility.

By December 2010, the [CityVillage](#) in coordination with Miami-Dade County Public Schools will assess the viability of modifying the adopted LOS standard to 100% utilization of Permanent FISH (no relocatable classrooms) for all Concurrency Service Areas (CSAs).

Policy 13.2.3: In the event the adopted LOS standard of a CSA cannot be met as a result of a proposed development's impact, the development may proceed, provided at least one of the following options is satisfied:

- a) The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Miami-Dade County Public Schools designated geographic areas (Northwest, Northeast, Southwest, or Southeast) as the proposed development; or,
- b) The development's impact is mitigated, proportionate to the demand for public schools it created, pursuant to a Proportionate Share Mitigation Agreement through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180 (13)(e)1, Florida Statutes, as amended. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following: (1) contribution of land; (2) the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or (3) the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The Proportionate Share Mitigation Agreement is subject to approval by Miami-Dade County Public Schools and [the City of North Bay Village City](#) Commission and must be identified in the Miami-Dade County Public Schools Facilities Work Program; or,
- c) The development's impacts are phased to occur when sufficient capacity will be available.

If none of the above conditions is met, the development shall not be approved.

Policy 13.2.4: Concurrency Service Areas (CSAs) shall be delineated to: 1) maximize capacity utilization of the facility; 2) limit maximum travel times and reduce transportation costs; 3) acknowledge the effect of court-approved desegregation plans; 4) achieve socio-economic, racial, cultural and diversity objectives; and 5) achieve other relevant objectives as determined by Miami-Dade County Public Schools' policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by Miami-Dade County Public Schools to achieve the above stated factors. Other potential amendments to the CSAs shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning.

- Policy 13.2.5:** Ensure, via the implementation of the concurrency management system and Miami-Dade County Public School Facilities Work Program for educational facilities, that existing deficiencies are addressed and the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.
- Policy 13.2.6:** Miami-Dade County Public Schools will provide the [CityVillage](#) with a copy of its Facilities Work Program annually, pursuant to the timeframes established in the Interlocal Agreement.
- Policy 13.2.7:** Pursuant to Chapter 163, Florida Statutes, the Miami-Dade County Public Schools 5-Year District Facilities Work Program, developed by Miami-Dade Public Schools and adopted by the Miami-Dade County School Board on September 5, 2007, is incorporated by reference into the [CityVillage's](#) Capital Improvement Plan, as applicable. ~~The City of~~ North Bay Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. ~~The City of~~ North Bay Village, through its annual updates of the 5-year Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. ~~The City of~~ North Bay Village, Miami-Dade County Public Schools, and other local governments will coordinate their planning efforts prior to and during the [CityVillage's](#) Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Objective 13.3: Obtain suitable sites for the development and expansion of public education facilities.

- Policy 13.3.1:** Where possible, Miami-Dade County Public Schools should seek sites for future educational facility development which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.
- Policy 13.3.2:** When selecting a site, Miami-Dade County Public Schools will consider if the site meets the minimum size criteria as recommended by the State Department of Education or as determined to be necessary for an effective educational environment.
- Policy 13.3.3:** When considering a site for possible use as an educational facility, Miami-Dade County Public Schools will review the adequacy and proximity of other public facilities and services necessary to the site such as roadway access, transportation, fire flow and portable water, sanitary sewers, drainage, solid waste, police and fire services, and means by which to assure safe access to schools, including sidewalks, bicycle paths, turn lanes, and signalization.
- Policy 13.3.4:** When considering a site for possible use as an educational facility Miami Dade County Public Schools will consider whether the present and projected surrounding land uses are compatible with the operation of an educational facility.
- Policy 13.3.5:** Coordinate with Miami-Dade County Public Schools in the potential use of appropriate public schools as emergency shelters as necessary during emergencies.

Policy 13.3.6: ~~In furtherance of Objective 13.3 and its associated policies, t~~The [CityVillage](#) shall encourage Miami-Dade County Public Schools to submit proposed site plans for public school facilities in ~~the City of~~North Bay Village to the [CityVillage](#) for its review and comment.

Policy 13.3.7: Maps indicating the current and future public school and ancillary facility locations over the planning period (2008 through 2013) shall be included and updated as needed in the Comprehensive Plan data and analysis.

Objective 13.4: **Coordinate with Miami-Dade County Public Schools towards avoiding minimizing and mitigating adverse impacts of public school facilities on the surrounding communities, particularly as it relates to traffic, infrastructure, landscaping, operational activities, security, historical resources, and aesthetics.**

Policy 13.4.1: Coordinate with Miami-Dade County Public Schools and other adjoining jurisdictions and agencies in the development of policies and procedures that address the adverse impacts of existing and new public school facilities on the surrounding communities.

Policy 13.4.2: Miami-Dade County Public Schools shall be encouraged to develop and operate all of its public school facilities within the framework of the [CityVillage](#)'s established land use regulations, processes, and procedures.

Policy 13.4.3: ~~In furtherance of Objective 13.4 and its associated policies, t~~The [CityVillage](#) shall encourage Miami-Dade County Public Schools to submit proposed site plans for public school facilities in ~~the City of~~North Bay Village to the [CityVillage](#) for its review and comment.

Objective 13.5: **Miami-Dade County Public Schools, in conjunction with the [CityVillage](#) and other appropriate agencies, will strive to improve security and safety for students and staff.**

Policy 13.5.1: Coordinate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.

Policy 13.5.2: Coordinate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

Policy 13.5.3: Coordinate with Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

Policy 13.5.4: Coordinate with Miami-Dade County Public Schools and other appropriate agencies to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

Policy 13.5.5: Coordinate with Miami-Dade County Public Schools' Division of School Police and other law enforcement agencies, where appropriate, to improve and provide for a secure learning environment in the public schools and their vicinity.

Objective 13.6: Develop programs and opportunities to bring the schools and community closer together.

Policy 13.6.1: Coordinate with Miami-Dade County Public Schools in their efforts to provide "full service" schools, parent resource centers, adult and community schools and programs as appropriate.

Policy 13.6.2: Coordinate with Miami-Dade County Public Schools in their efforts to continue to provide opportunities for community and business leaders to serve on committees and task forces, which relate to the development of improved provision of public educational facilities.

Policy 13.6.3: Coordinate with Miami-Dade County Public Schools to continue to work with the development industry to encourage partnerships in the provision of sites and educational facilities including early childhood centers.

Policy 13.6.4: Coordinate with Miami-Dade County Public Schools through agreement with appropriate agencies to increase medical, psychological, and social services for children and their families as appropriate.

Objective 13.7: Miami-Dade County Public Schools will continue to enhance effectiveness of the learning environment.

Policy 13.7.1: Miami-Dade County Public Schools is encouraged to continue the design and construction of educational facilities which create the perception of feeling welcome, secure and positive about the students' school environment and experiences.

Policy 13.7.2: Miami-Dade County Public Schools is encouraged to continue to design and construct facilities which better provide student access to technology designed to improve learning, such as updated media centers and science laboratories.

Policy 13.7.3: Miami-Dade County Public Schools is encouraged to continue to improve existing educational facilities, insofar as funding is available, through renovation and expansion to better accommodate increasing enrollment, new educational programs and other activities, both curricular and extra-curricular.

Objective 13.8: Miami-Dade County Public Schools, the [CityVillage](#), and other appropriate jurisdictions shall establish and implement mechanism(s) for on-going coordination and communication, to ensure the adequate provision, compatibility, and quality of public educational facilities.

Policy 13.8.1: Coordinate with Miami-Dade County Public Schools, the State, and other appropriate jurisdictions and agencies to develop or modify rules and regulations in order to simplify and expedite proposed new educational facility developments and renovations.

Policy 13.8.2: The location of future educational facilities should occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.

Policy 13.8.3: Miami-Dade County Public Schools will coordinate school capital improvement plans with the planned capital improvement projects of the [CityVillage](#) and other jurisdictions and agencies.

Policy 13.8.4: Coordinate with Miami-Dade County Public Schools in their efforts to ensure that they are not obligated to pay for off-site infrastructure in excess of their fair share of the costs.

- Policy 13.8.5:** Miami-Dade County Public Schools shall periodically review the Educational Facilities Impact Fee Ordinance to strive to ensure that the full eligible capital costs associated with the development of public school capacity (new schools and expansion of existing ones) are identified when updating the impact fee structure. Pursuant to the terms of the state mandated Interlocal Agreement, Miami-Dade County Public Schools shall annually review the Ordinance, its formula, the Educational Facilities Impact Fee methodology and technical report, in order to make recommendations for revisions to the Miami-Dade County Board of County Commissioners.
- Policy 13.8.6:** Coordinate with Miami-Dade County Public Schools in the annual review of the [CityVillage](#)'s Public School Facilities Element, and make amendments as necessary, pursuant to Florida Statutes.
- Policy 13.8.7:** Coordinate with Miami-Dade County Public Schools in formalizing criteria for appropriate sharing of responsibility for required off-site facility improvements attributable to construction of new public schools or expansion of existing ones. The criteria should be prepared prior to the next full review of the School Impact Fee Ordinance.
- Policy 13.8.8:** Coordinate with Miami-Dade County Public Schools and other jurisdictions and agencies as appropriate to eliminate infrastructure deficiencies surrounding existing school sites.
- Policy 13.8.9:** Coordinate with Miami-Dade County Public Schools to ensure the availability of adequate sites for the required educational facilities.
- Policy 13.8.10:** Coordinate with Miami-Dade County Public Schools as to the appropriate roles and responsibilities of affected governmental jurisdictions in ensuring the timely, orderly and efficient provision of adequate educational facilities.
- Policy 13.8.11:** Account for the infrastructure needs of new, planned or expanded educational facilities when formulating and implementing its own capital improvement plans.
- Objective 13.9: Monitor, evaluate, and implement public school-related provisions in the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element.**
- Policy 13.9.1:** Coordinate with Miami-Dade County Public Schools with reference to the monitoring, evaluation, and implementation of the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element, in accordance with Florida Statutes and the Interlocal Agreement.
- Objective 13.10: ~~The City of~~ North Bay Village shall include and adopt a countywide future conditions map series which depicts the planned general location of proposed educational facilities.**
- Policy 13.10.1:** The map series showing the general location of proposed, existing, and ancillary educational facilities in Miami-Dade County is hereby adopted as part of the supporting documents, data, and analysis associated with the adoption of this element.

EXHIBIT B

**Water Supply Facilities Work Plan Update
(incorporated by reference)**

NORTH BAY VILLAGE, FLORIDA



WATER SUPPLY FACILITIES WORK PLAN UPDATE 2015

Prepared by:



Serving Florida Local Governments Since 1988

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1.0 INTRODUCTION

The purpose of North Bay Village’s Water Supply Facilities Work Plan Update (Work Plan Update) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government’s jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The *Lower East Coast Water Supply Plan 2nd Update* was approved by the South Florida Water Management District (SFWMD) in 2013.

Residents of North Bay Village obtain their water directly from the Miami-Dade County Water and Sewer Department (MDWASD), which is responsible for ensuring that enough capacity is available for existing and future customers.

The North Bay Village Work Plan Update will reference the initiatives already identified in the most current Miami-Dade County 20-year Work Plan since the Village is a wholesale buyer. According to state guidelines, the Work Plan Update and the Comprehensive Plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The North Bay Village Work Plan Update will have the same planning time schedule as Miami-Dade County’s 20-year Work Plan and will be adopted by reference in the infrastructure sub-element of the Comprehensive Plan.

The Village’s Work Plan Update is divided into five sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Capital Improvements
- Section 5 – Comprehensive Plan; Goals, Objectives and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, and 2005 sessions to address the state’s water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning. Additional legislation in 2011, under the Community Planning Act, lessened some specific and detailed requirements for water supply plans. However, that and subsequent legislation has not negated the requirement for local governments to provide an appropriate Water Supply Facilities Work Plan Update in a timely manner.

1.2 Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.,.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.,
4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];
 - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and
 - c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.]
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.]

If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.]

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1., F.S.]

2.0 BACKGROUND INFORMATION

2.1 Overview

North Bay Village was incorporated in 1945 followed by the annexation of Harbor and Treasure Island a few years later and the annexation of Broadcast Key in 1963. The three-island community (North Bay Island, Harbor Island and Treasure Island) is situated in northeast Miami-Dade County between the cities of Miami and Miami Beach. The islands are linked by the John F. Kennedy Causeway (79th Street), which extends across Biscayne Bay from Miami to Miami Beach. The north edge of the municipality is the Biscayne Bay. The southern boundary is Bay Terrace (North Bay Island) and South Treasure Drive (Treasure Island). The western boundary is Miami View Drive (North Bay Island) and West Drive (Harbor Island) while the eastern boundary is East Treasure Drive (Treasure Island).

The total incorporated area of North Bay Village is approximately 512 acres of which 238 acres are land and the remaining is riparian. Of the 238 land acres, North Bay Island is 40.6 acres, Harbor Island is 44.8 acres and Treasure Island is 152.8 acres.

North Bay Village is substantially built-out; however, redevelopment has become a factor with several multi-family development approvals occurring over the last two years that may affect population and land use. See Table 2-1 for the existing land use distributions.

The population data utilized for North Bay Village is based on the most current and accurate data available from the U.S. Census Bureau and the Shimberg Center for Affordable Housing at the University of Florida. Table 2-2 reflects US Census population estimates starting in 2010.

In 2015, the Shimberg Center for Affordable Housing estimated the Village’s population to be approximately 7,861 residents. As shown in Table 2-3 the population is expected to increase to 8,430 by 2020 and to nearly 9,000 by 2025.

Table 2-1 Existing Land Use in North Bay Village		
Land Use	Acres	Percent
Single Family Residential	70.7	29.8
Multi-Family Residential	65.3	27.7
Commercial	27.1	11.4
Educational	12.9	5.4
Public Buildings and Grounds	1.7	0.7
Institutional	3.7	1.6
Vacant	8.2	3.2
Recreation and Open Space	0.6	0.2
Rights-of-Way	48.0	20.2
Source: North Bay Village 2015 Comprehensive Plan.		

	Census	Population Estimates (as of July 1)				
Year	April 1, 2010	2010	2011	2012	2013	2014
Population	7,137	7,167	7,349	7,417	7,464	7,871

Source: US Census Bureau, September 2015

Year	2015	2020	2025	2030	2035	2040
Population	7861	8430	8965	9423	9827	10221

Source: Shimberg Center for Affordable Housing, 2015

2.2 Relevant Public Water Supply Issues

As the state agency responsible for water supply in the Lower East Coast (LEC) planning area, the SFWMD plays a pivotal role in resource protection, through critical evaluation during the consumptive use permitting process. In response to increased pressure on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This new rule making system reduced reliance on the regional system for future water supply needs, mandating the development of alternative water supplies, and increasing conservation and reuse.

The 2013 Lower East Coast Water Supply Plan Update (LEC Plan) represents a departure from the demand projections in the 2000 LEC Plan and the 2005–2006 LEC Plan Update. Subsequent to approval of the 2005–2006 LEC Plan Update in February 2007, the nation's economy fell into a long recession that had significant impacts on regional water supply planning, lowering population and demand forecasts. The dramatic slowdown in population growth occurred at the same time that consumption of potable water declined as measured in gallons per person per day. Likely reasons for this decrease in public water supply (PWS) consumption include short-term water shortage restrictions in response to droughts, long-term water conservation projects including SFWMD's year-round landscape irrigation conservation measures, and increased use of reclaimed water. Local actions, such as implementation by Broward and Miami-Dade counties of ordinances limiting landscape irrigation to two days per week, the Broward County Water Conservation Partnership, and individual utility conservation programs, have been key in lowering the water use rate. An indication of the resulting trend is the LEC Planning Area's population grew by 600,000 people between 2000 and 2010, but total potable water use declined by 87 million gallons per day (MGD) (10 percent) during the same decade.

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The 2013 LEC Plan's twenty-year population and PWS demand forecasts are lower than the two previous plans' projections. Projections developed indicate the planning area's population will increase over 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. In contrast, the 2005–2006 LEC Plan Update projected the planning area's population to increase over 31 percent, to 7.3 million by 2025. The projected population growth varies widely between the counties: Palm Beach County (+25 percent), Broward County (+14 percent), Miami-Dade County (+18 percent), and Monroe County (-5 percent).

3.0 DATA AND ANALYSIS

3.1 Population/Water Demand Information

MDWASD is the water supplier for North Bay Village; therefore, population information for their entire service area is provided in Table 3.1.

Table 3-1 Population and Finished Water Demand

	Existing	Projected	
	2010	2020	2030
Population	2,141,885	2,337,660	2,533,436
Per Capita (gallons per day finished water)	141	141	141
Potable Water Demands (daily average annual finished water in MGD)	302.01	329.61	357.21
SFWMD WATER USE PERMITTED (13-00017-W) ALLOCATION (MGD)			
Potable Water Source	Existing	Projected	
	2010	2020	2030
Fresh Water	388.56	349.50 ^a	386.50 ^a
Brackish Water	19.95	46.66	46.66
Total Allocation	408.51	396.16	410.70
POTABLE WATER TREATMENT CAPACITY			
FDEP Permitted Capacity	Cumulative Facility & Project Capacity (MGD)		
	Existing	Projected	
	2012	2020	2030
Fresh Water	453.93	447.18	447.18
Brackish Water	0.00	10.00 ^b	10.00 ^b
Planned Project Capacity	0.00	20.00	27.50
Total Capacity	453.93	477.18	484.68
NONPOTABLE WATER TREATMENT CAPACITY			
Reclaimed Water	16.49	16.49	149.49

- a. In 2012, MDWASD's allocation was modified to 349.50 MGD, pending completion of aquifer recharge projects. These reuse offsets are listed as totaling 37 MGD by 2027, supporting an allocation of 386.50 MGD in 2030. If projects are not built, allocation remains at 349.50 MGD.
- b. Project will be online by 2013.

The MDWASD depicts population estimates for the purpose of planning water supply for their specific sub-service areas in their 2014 Water Supply Plan (see Table 3-2).

Year	Population
2014	7347
2015	7404
2020	7689
2025	7974
2030	8258
2033	8429
2035	8543

Source: 2014 Miami-Dade Water Supply Facilities Work Plan

**North Bay Village
Water Supply Facilities Work Plan Update**

3.2 Potable Water Level of Service Standards

Per the Miami Dade Water Supply Plan update the indicated gallon per capita per day water demand for the North Bay Village service area is 148.11. See details below:

**Exhibit C-7
Wholesale Water Demand Projections**

Wholesale Customer	Projection Year	Population	Baseline Wholesale Per Capita Consumption (GPD)	Projected Wholesale Consumption (GPD)	Projected Wholesale Consumption (MGD)
Medley	2029	7,762	864.208	6,708,040.68	6.71
Medley	2030	8,129	864.208	7,025,435.50	7.03
Medley	2031	8,497	864.208	7,342,830.32	7.34
Medley	2032	8,864	864.208	7,660,225.14	7.66
Medley	2033	9,231	864.208	7,977,619.96	7.98
Medley	2034	9,598	864.208	8,295,014.78	8.30
Medley	2035	9,966	864.208	8,612,409.59	8.61
Medley	2036	10,333	864.208	8,929,804.41	8.93
Medley	2037	10,700	864.208	9,247,199.23	9.25
Medley	2038	11,067	864.208	9,564,594.05	9.56
Medley	2039	11,435	864.208	9,881,988.87	9.88
Medley	2040	11,802	864.208	10,199,383.69	10.20
Miami Beach	2014	90,254	245.991	22201794.66	22.20
Miami Beach	2015	91,288	245.991	22456116.65	22.46
Miami Beach	2020	96,458	245.991	23727726.59	23.73
Miami Beach	2025	101,627	245.991	24999336.54	25.00
Miami Beach	2030	106,796	245.991	26270946.48	26.27
Miami Beach	2033	109,898	245.991	27033912.45	27.03
Miami Beach	2035	111,966	245.991	27542556.42	27.54
Miami Beach	2028	104,728.60	245.99	25,762,302.50	25.76
Miami Beach	2029	105,762.47	245.99	26,016,624.49	26.02
Miami Beach	2030	106,796.33	245.99	26,270,946.48	26.27
Miami Beach	2033	109,897.93	245.99	27,033,912.45	27.03
Miami Beach	2035	111,965.67	245.99	27,542,556.42	27.54
North Bay Village	2014	7,346.87	148.11	1,088,106.96	1.09
North Bay Village	2015	7,403.83	148.11	1,096,544.00	1.10
North Bay Village	2020	7,688.67	148.11	1,138,729.22	1.14
North Bay Village	2025	7,973.50	148.11	1,180,914.43	1.18
North Bay Village	2030	8,258.33	148.11	1,223,099.64	1.22
North Bay Village	2033	8,429.23	148.11	1,248,410.77	1.25
North Bay Village	2035	8,543.17	148.11	1,265,284.86	1.27
North Miami	2014	68,966.73	54.65	3,768,802.66	3.77
North Miami	2015	69,007.17	54.65	3,771,012.20	3.77
North Miami	2020	69,209.33	54.65	3,782,059.94	3.78
North Miami	2025	69,411.50	54.65	3,793,107.68	3.79
North Miami	2030	69,613.67	54.65	3,804,155.41	3.80
North Miami	2033	69,734.97	54.65	3,810,784.05	3.81
North Miami	2035	69,815.83	54.65	3,815,203.15	3.82
Opa-Locka	2014	19,122.13	126.82	2,425,119.34	2.43
Opa-Locka	2015	19,221.17	126.82	2,437,679.00	2.44
Opa-Locka	2020	19,716.33	126.82	2,500,477.35	2.50
Opa-Locka	2025	20,211.50	126.82	2,563,275.69	2.56
Opa-Locka	2030	20,706.67	126.82	2,626,074.03	2.63
Opa-Locka	2033	21,003.77	126.82	2,663,753.03	2.66
Opa-Locka	2035	21,201.83	126.82	2,688,872.37	2.69
Surfside	2014	5,835.53	148.04	863,864.14	0.86
Surfside	2015	5,866.17	148.04	868,398.95	0.87
Surfside	2020	6,019.33	148.04	891,073.01	0.89
Surfside	2025	6,172.50	148.04	913,747.06	0.91
Surfside	2030	6,325.67	148.04	936,421.11	0.94

**North Bay Village
Water Supply Facilities Work Plan Update**

The MDWASD water supply and treatment systems have sufficient installed capacity to produce more potable water than is currently required. The supply capacity and treatment capacity are 724.44 MGD and 517.19 MGD respectively. Table 3-3 summarizes this information. Table 3-4 summarizes other suppliers facilities capacities.

The capacities of these water supply and treatment systems have been coordinated with future demands and allocations.

Table 3-3 MDWASD Facilities Capacities

Facility	Installed Capacity (mgd)
Hialeah-Preston Water Treatment Plants	60 + 165 = 225
Hialeah-Preston Well fields	
Preston	53.28
Hialeah	12.54
Miami Springs	79.30
Northwest ^(a)	149.35
Medley Wellfield ^(b)	48.96
Hialeah RO Water Treatment Plant	10
Hialeah RO Wellfield (Floridan Aquifer)	
Existing Hialeah RO	12.00
Future Hialeah RO (2015)	8.00
Alexander Orr Water Treatment Plant	248
Alexander Orr Well fields	
Orr Plant	74.40
Snapper Creek	40.00
Southwest	161.20
West	32.40
South Dade Water Treatment Plants	14.19
South Dade Wellfields	
Elevated Tank	4.32
Everglades Labor Camp	5.04
Leisure City	4.18
Naranja	1.15
Newton	4.32
Future South Miami Heights Water Treatment Plant (2018)	20.00
Future South Miami Heights Wellfields	
Former Plant (Biscayne Aquifer)	4.00
Roberta Hunter Park (Biscayne Aquifer)	6.00
South Miami Heights RO (Floridan Aquifer)	24.00
Existing WASD Wellfield Total	682.44
Existing WASD Water Treatment Plant Total	497.19
Future WASD Wellfield Total	724.44
Future WASD Water Treatment Plant Total	517.19

(a) Northwest wellfield capacity at 150 mgd when pumps operate at low speed.

(b) Wells in this wellfield had been abandoned. They have been restored with the purpose of using them only during an emergency.

Source: MDWASD Water Use Permit No. 13-00017-W, revised July 2012, and requested revision June 2014.

Table 3-4 Other Supplier’s Facilities Capacities

Facility	Installed Capacity (mgd)
City of North Miami	
Norman H. Winsom Water Treatment Plant	9.30
City's well fields (8 wells)	14.96
City of North Miami Beach	
Norwood-Oeffler Water Treatment Plant	32.00
City of North Miami Beach Wellfields	
Biscayne Aquifer Wellfields	27.90
Floridan Aquifer Wellfields	12.07
City of North Miami Beach Wellfields	39.97
City of Homestead	
Wittkop Park – Harris Field Water Treatment	11.2+5.7=16.9
City of Homestead Wellfields	
Wittkop Park	11.23
Harris Field	5.76
City of Homestead Wellfields	16.99
Florida City	
Florida City Water Treatment Plant	4
Florida City Wellfields	4

Source: City of North Miami Beach SFWMD Water Use Permit Staff Report (August 2007) and Water Use Permit No. Re-issue 13-00060-W, Draft Water Supply Facilities Work Plan (City of North Miami, March 2008), Information provided by discussions with staff for the City of Homestead and Florida City

3.3 Population and Water Demand Projections

The water demand projections presented herein are based on an initial system-wide finished water daily per capita use rate of 137.2 gallons per capita per day (gpcd). The per capita use was determined by taking a 3-year average from 2011 to 2013. The initial per capita rate has declined due to water use reductions resulting from water conservation and reuse irrigation water projects. Table 3-5, provides the projected finished water use for Year 2014 through Year 2033.

Table 3-5 MDWASD Projected Finished Water Demands

1	2	3	4	5	6	7	8	9
Year	PROJECTIONS (2013) FOR MDWASD SERVICE AREA							CITY OF HOMESTEAD Finished Water Demand (MGD)
	Pop. ^(a)	Finished Water Use (gpcd)	AADD Finished Water Use ^(b) (MGD)	Water Conservation ^(c) (MGD) Credit	Reuse/ Reclaimed Water ^(d) (MGD) Credit	Adjusted Finished Water Demand ^(e) (MGD)	Adjusted Finished Water Use (gpcd)	
System-Wide								
2014	2,243,879	137.2	307.19	1.36	0.00	306.43	136.56	2.50
2015	2,266,092	137.2	310.84	2.04	0.00	308.80	136.27	3.00
2020	2,370,769	137.2	325.20	5.44	0.00	319.76	134.88	3.00
2025	2,475,446	137.2	339.56	8.84	0.00	330.72	133.60	3.00
2030	2,580,123	137.2	353.92	9.55	0.00	344.37	133.47	3.00
2031	2,601,058	137.2	356.79	9.55	0.00	347.24	133.50	3.00
2032	2,621,994	137.2	359.66	9.55	0.00	350.11	133.53	3.00
2033	2,642,929	137.2	362.53	9.55	0.00	352.98	133.56	3.00

Footnotes

- (a) Population Served represents the TAZ population projections based on 2010 Census Data provided by the MDC RER Planning Division.
- (b) Annual Average Daily Demand (AADD) Finished Water Projections between 2014 and 2033 assume 137.2 gpcd (a decrease from 145.4 gpcd total water system demand prior to application of credits (e.g. conservation).
- (c) MDWASD has implemented a 20-year water use efficiency plan and is experiencing reductions in per capita water consumption. Water Conservation projections were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Real losses in non-revenue water (e.g. unaccounted-for-water) are assumed to remain at less than 10%. The conservation amounts experienced through 2010 (6.54 MGD) were deducted from the 20-year conservation amount in the Conserve Florida Report and the remaining conservation amounts were distributed for the balance of the 20-year period (2011-2027).
- (d) Not Used
- (e) Adjusted after taking credit in finished water demand projections for reductions in finished water use associated with water conservation.

3.4 MDWASD and the Village’s Water Conservation and Water Reuse Actions

Water Conservation

The per capita usages contained in Table 3-5 are adjusted, taking into consideration MDWASD water conservation. MDWASD is implementing a 20-year water conservation plan and is looking for ways to reduce non-revenue water. The MDWASD 20-year Water Use Efficiency Goal Based Plan (Plan) was approved by the SFWMD in May 2007. The Water Conservation projections included in Table 3-5 were revised based on the 2010 Annual Water Conservation Plan Conserve Florida Report (March 2011). Currently, MDWASD is implementing all Best Management Practices (BMPs) included in the Plan. Values contained within the above table reflect projections as of June 2014.

Miami-Dade County has enacted water use efficiency-legislation including permanent landscape irrigation restrictions, landscape ordinances requiring Florida Friendly landscaping in new construction and in right of ways, and the installation of high efficiency plumbing fixtures in new construction. North Bay Village’s water conservation efforts have benefited from this legislation. Water conservation activities are funded annually through the operations and maintenance budget and are therefore not included in capital budgets.

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Water conservation projections do not reflect water demand reductions presented by the "Unaccounted Water Loss Reduction Plan (February 2007)" prepared by Malcolm Pirnie, Inc. The potential additional reduction in water demands, as a result of real non-revenue water loss, is estimated at 14.25 mgd over the next ten years.

The Village will continue to coordinate future water conservation efforts with the MDWASD and the SFWMD to ensure that proper techniques are applied. The Village has adopted policies encouraging the use of Green Building Standards for new development, as well as those emphasizing low impact development techniques. In addition, the Village will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Village will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. In 2016, the Village will distribute educational materials to its residents concerning Florida Friendly landscaping in coordination with SFWMD.

Water Reuse

On June 28, 2013, MDWASD submitted to the Secretary of FDEP the Ocean Outfall Legislation Compliance Plan. A total of 117.5 mgd of reuse will be implemented. Out of that 27.6 mgd of reclaimed water will be used to recharge the Floridan Aquifer. The Floridan Aquifer recharge will be applied on equal capacities at the existing Central and South District Wastewater Treatment Plants, and a proposed West District Wastewater Treatment Plant (9.2 mgd each). And up to 90 mgd of reuse water will be provided to FPL for Turkey Point cooling Units 5, 6 and 7.

The County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application was submitted. This demand reduction has eliminated the anticipated supply shortages which were the basis for an ambitious schedule of several costly alternative water supply projects. As such, reuse is no longer required or needed to address water supply.

The Village will support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

4.0 CAPITAL IMPROVEMENTS

4.1 Planned Water Facilities and Capital Improvements Schedule

Capital improvement projects are determined by the MDWASD, as such they are not identified within North Bay Village. However, it is understood that coordination with MDWASD is necessary to ensure appropriate infrastructure is in place for service delivery to be consistent with the water supply facilities work plan.

Water supply facilities are planned in order to meet MDWASD's water demands through 2033. The County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application was submitted to South Florida Water Management District (SFWMD) in 2007. This demand reduction has eliminated the anticipated supply shortages which were the basis for an ambitious schedule of several costly alternative water supply projects which are no longer required or needed. Reuse projects to address water supply have been eliminated. The decrease in water demands is a result a successful implementation of the County's Water Conservation Plan and new population projections based on the 2010 Census.

Table 4-1, on the following pages, depicts the most current 5-Year CIE projects from MDWASD.

**North Bay Village
Water Supply Facilities Work Plan Update**

Table 4-1

WATER FACILITIES

Project Number	Project Name and Location	Purpose* / Estimated Year of Completion	Fiscal Year	Expenditures						Six Year Totals	Future Years	Project Totals	Funding Source
				2012/13	2013/14	2014/15	2015/16	2016/17	2017/18				
(In Thousands of Dollars)													
1)	South M-D Water Trans. Main Improv. South Miami-Dade County	3/2017	0	0	0	5,900	6,600	1,100	0	13,500	4,500	18,000	110,117
			0	0	0	6,800	8,300	1,100	0	13,500	4,500	18,000	
2)	Water T. Plant - Alexander Dr./Jr. Esparsich 8800 S.W. 87 Ave.	3/2018	8,059	5,894	15,060	25,328	27,914	13,578	6,515	95,070	331,395	434,554	495,117
			14,763	0	19,360	25,300	27,914	13,578	6,515	89,379	331,395	434,569	1,171,598
3)	Water T. Plant - Haleah/Preston Improv. 705 W. 2 Ave./1150 W. 2 Ave.	3/2017	2,754	100	2,821	17,138	27,069	10,990	1,625	59,224	9,975	71,983	485,117
			3,884	8	2,821	17,138	27,069	10,990	1,625	58,124	9,975	71,983	1,170,110
4)	Wetfield Improvements- Systemwide	3/2014	0	0	500	0	0	0	0	500	0	500	571
			0	0	500	0	0	0	0	500	0	500	
5)	Water Main - Extensions Systemwide	1/2017	2,276	1,050	1,000	1,000	1,000	2,000	1,569	7,895	0	9,845	498
			3,846	1,000	1,000	1,000	1,000	1,600	1,000	8,050	0	9,845	
6)	Central M-D Water Trans. Main Improv. Central Miami-Dade County Area	3/2018	10,506	2,819	0	0	0	1,121	2,652	6,892	16,080	33,278	1,170,117
			13,428	0	0	0	0	1,121	2,652	3,773	16,080	35,278	
7)	North M-D Water Trans. Main Improv. North Miami-Dade County Area	3/2017	2,500	1,775	691	4,788	2,810	1,335	0	11,345	0	12,849	1,170,117
			4,275	0	691	4,788	2,810	1,335	0	9,974	0	13,349	
8)	W.T.P. Replacement & Renovations Water Treatment Plants	3/2018	8,948	1,874	1,700	7,977	6,700	5,249	3,245	25,845	3,045	37,638	495,117
			10,061	771	1,700	7,977	6,700	6,248	3,245	34,740	3,045	37,638	
9)	Water System Maintenance & Upgrades Systemwide	3/2017	37,587	18,490	17,500	20,000	20,000	20,000	20,000	118,990	162,500	319,077	495,117
			46,881	9,526	17,500	20,000	20,000	20,000	20,000	107,000	162,500	319,077	
10)	Water Distribution System Extension Enhanc. Systemwide	3/2018	12,423	3,915	11,593	40,449	30,998	26,518	41,807	155,680	1,528,044	1,685,857	495,921
			15,348	0	11,593	40,449	30,998	26,518	41,807	151,490	1,528,044	1,685,857	1,026,110
11)	Water Equipment & Vehicles Systemwide	N/2017	18,513	6,677	7,500	7,500	7,500	7,500	7,000	43,677	50,000	118,590	495,106
			24,890	0	7,500	7,500	7,500	7,500	7,000	37,000	50,000	116,980	
12)	Water General Maintenance & Office Facilities Systemwide	N/2018	0	0	0	11,303	11,960	4,832	3,833	31,928	42,328	74,257	1,171,598
			0	0	0	11,333	11,960	4,832	3,833	31,948	42,328	74,287	
13)	Water System Fire Hydrant Installation	1/2017	11,894	4,800	5,000	5,000	5,000	5,000	5,000	29,800	0	41,600	495

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Project Number	Project Name and Location	Purpose / Estimated Year of Completion	Prior Years	Expenditures						Six Year Totals	Future Years	Project Totals	Funding Source
				Revenues									
				2012/13	2013/14	2014/15	2015/16	2016/17	2017/18				
(In Thousands of Dollars)													
963441	Systemwide		11,898	4,800	3,000	5,000	3,000	3,000	3,000	29,800	0	41,896	
14)	Water Engineering Studies	1/2014	225	0	25	0	0	0	0	25	0	250	110,117
963201	Systemwide		225	0	25	0	0	0	0	25	0	250	
15)	Safe Drink Water Act Mod-SWT Rule&D-DBP	3/2016	14,240	5,000	2,244	76,995	98,489	44,642	164,330	371,682	295,694	671,926	113,190
964061	Systemwide		20,394	0	1,712	76,995	98,489	44,642	194,338	385,347	288,894	671,629	
16)	South Miami Heights W.T.P. & Wellfield	3/2016	38,867	17,112	46,200	43,801	5,197	0	0	112,310	93,600	212,777	403,826
963201	11800 SW 20th St.		38,867	0	46,200	43,801	5,197	0	0	93,196	93,600	212,777	176,171
												1178,128	
17)	Water Metering System Enhancements	1/2018	0	0	433	433	433	433	433	2,165	0	2,165	1171
964780	Systemwide		0	0	433	433	433	433	433	2,165	0	2,165	
18)	W.T.P. Miscellaneous Upgrades	3/2018	6,512	1,584	10,100	4,796	3,500	2,500	2,000	24,480	1,500	32,302	110,171
963980	Water Treatment Plants		7,806	0	16,100	4,796	3,600	2,600	2,000	32,906	1,500	32,302	1178
19)	Automation of Water Treatment Plants	1/2016	829	800	750	730	530	0	0	2,859	0	3,379	525,178
963111	Systemwide		1,226	0	750	730	580	0	0	3,286	0	3,379	1171
20)	87 Ave Water Main (Medley) - (GOB)	3/2017	640	0	0	0	0	0	2,780	2,780	0	3,400	11,13,14
963910	Various		640	0	0	0	0	0	2,780	2,780	0	3,400	1188
21)	Florida Aquifer W.T.P. (Hawth)- (GOB)	5/2017	9,500	500	0	0	0	0	0	900	0	10,000	11,1,188
964520	Various		9,500	500	0	0	0	0	0	900	0	10,000	
22)	Needs Assessments Projects - (GOB)	3/2018	4,652	552	3,409	3,194	7,031	9,322	5,738	19,955	0	24,646	11,13,14
964330	Various (Water 50%)		4,788	478	3,499	3,194	7,031	9,321	5,738	19,838	0	24,646	1188
23)	NW 57 Ave Industrial Dev. Area - (GOB)	3/2017	312	288	500	1,631	2,370	0	0	4,798	0	5,110	11,13,14
963820	NW 37th Ave and NW 36 St (Water 50%)		312	288	500	1,631	2,370	0	0	4,798	0	5,110	1188
24)	NW Wellfield Land Buffer Act - (GOB)	3/2018	2,708	0	0	0	0	0	1,292	1,292	0	4,000	11,13,14
963980	Various		2,708	0	0	0	0	0	1,292	1,292	0	4,000	1188
25)	Ferris (Cutter Improv. - (GOB)	3/2017	3,526	1,426	0	0	0	1,241	0	3,667	0	5,196	11,13,17
963950	Various (Water 30%)		3,582	1,379	0	0	0	1,241	0	3,619	0	4,996	1026,1188

North Bay Village Water Supply Facilities Work Plan Update

Project Number	Project Name and Location	Purpose* / Estimated Year of Completion	Prior Years	Expenditures						Six Year Totals	Future Years	Project Totals	Funding Source
				2012/13	2013/14	2014/15	2015/16	2016/17	2017/18				
(In Thousands of Dollars)													
26)	System Enhancements - (GOB)	1/2019	2,208	55	1,096	0	0	4,815	367	5,131	4,959	13,296	11,141
06571	Various (Water 50%)		2,208	55	1,096	0	0	4,815	367	5,131	4,959	13,296	11,141
27)	System Improvements Project - (GOB)	3/2018	3,452	0	0	0	0	23,118	3,533	37,648	0	41,101	11,134,17
06582	Various (Water 50%)		3,452	0	0	0	0	23,118	3,533	37,648	0	41,101	11,134,17
25)	Water Pipes & Infrastructure Projects	1/2017	15,954	2,141	1,000	1,020	1,084	0	0	6,155	0	20,119	480
06716	Countywide		25,118	0	0	0	0	0	0	0	0	25,118	0
29)	Miami Springs Construction Fund - Water	3/2017	455	50	50	50	60	64	0	239	0	667	1019
06568	Miami Springs		667	0	0	0	0	0	0	0	0	667	1019
30)	Water/TP - Florida- Reverse Osmosis	3/2018	25,361	23,791	4,779	1,348	7,263	4,065	8,029	47,461	0	72,862	126,186
06622	700 W 2nd Ave		48,172	3,900	3,775	1,248	7,269	4,265	8,058	38,680	0	72,862	117,171
TOTALS			240,760	101,395	133,817	379,382	228,448	180,610	305,806	1,239,458	3,504,621	3,958,638	
			327,231	21,730	121,430	276,202	226,404	190,775	365,227	1,352,391	2,589,621	3,066,621	

* 1=Existing Deficiency; 2=Future Growth; 3=Combined/Other; N=Not Applicable

Source: Miami-Dade Water and Sewer Department (WAED) and Department of Regulatory and Economic Resources (DER).
Data provided by the Office of Management and Budget (OMB).

5.0 COMPREHENSIVE PLAN: GOALS, OBJECTIVES AND POLICIES

This section reflects the necessary changes to the Comprehensive Plan based on the 2015 Water Supply Facilities Work Plan Update. They are presented herein by Element, in ~~strikethrough~~ and underline format. The majority of the Goals, Objectives and Policies from the original Water Supply Work Plan remain unchanged.

Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element

Policy 7.4.1: In conjunction with Miami-Dade County Water and Sewer ~~Authority~~ Department, provide for an adequate water supply to meet ~~an average demand of 120~~ level of service of 148.11 gallons per capita per day ~~as per county wide usage~~.

Policy 7.5.4: Within eighteen months of approval of the most current South Florida Water Management District's Regional Lower East Coast Water Supply Plan Update, the ~~City~~ Village shall revise the potable water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the ~~City~~ Village is responsible.

Policy 7.5.5 The North Bay Village Water Supply Facilities Work Plan 2015 Update is hereby adopted by reference into the North Bay Village Comprehensive Plan, along with the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033), adopted February 4, 2015, inclusive of all potable water projects. The Work Plan will be updated as needed, at a minimum of every five years, or concurrent with any updates to the Miami-Dade Water and Sewer Department 20-Year Water Supply Facilities Work Plan (2014 – 2033).

Coastal Management Element

Policy 8.3.8: The ~~City~~ Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Conservation Element

Policy 9.2.7: The ~~City~~ Village will ensure that any stormwater management, aquifer recharge, and water reuse policies and projects are consistent with the ~~City's~~ Village's Water Supply Work Plan Update, the 2014 Miami-Dade County 20-year Work Plan, and the South Florida Water Management District's 2013 Regional Supply Plan Update.

Policy 9.2.8: The ~~City~~ Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

Intergovernmental Coordination Element

Policy 11.3.16: Within eighteen months of approval of the South Florida Water Management District's most current Regional Lower East Coast Water Supply Plan Update, the City Village shall revise the potable water sub-element to include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the City Village is responsible. (Same as Policy 7.5.4. from Sanitary Sewer, Solid Waste, Drainage & Aquifer Recharge Element)

Capital Improvements Element

Policy 12.1.5: The City Village shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

Kennedy Causeway	D
Local Roads	C
Wastewater	110 gpd <u>per capita</u>
Potable Water	155 <u>148.11</u> gpd <u>per capita</u>
Solid Waste	4 lbs per person <u>per day</u>
Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms).

Policy 12.1.7: The City Village will maintain a water supply facilities work plan that is coordinated with SFWMD's District most current Water Supply Plan and the Miami-Dade County Water and Sewer Department by updating its own work plan within 18 months of an update to SFWMD's District Water Supply Plan that affects the City Village.

Policy 12.2.6: North Bay Village recognizes that the Miami-Dade County Water and Sewer Department provides their potable water and although no capital improvement projects are necessary within the City Village, or for which the City Village will be financially responsible in connection with supply of potable water to the City Village and its businesses and residents, the City Village will support and coordinate with the Miami-Dade County Water and Sewer Department, as necessary, to assist in the implementation of their Capital Improvements projects ~~for the years 2007-2012~~ through the year 2033.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 28, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, North Bay Village recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendments to Adopted Comprehensive Plans under the Expedited Review Process; and

WHEREAS, the Village Commission desires to amend the Goals, Objectives and Policies of the Comprehensive Plan; and

WHEREAS, the State Legislature has mandated that all local governments are required to update their Water Supply Facilities Work Plan within 18 months of the Water Management District Governing Board's adoption of their Regional Water Supply Plan Update; and

WHEREAS, The South Florida Water Management District Governing Board adopted the Lower East Coast Water Supply Plan Update on September 12, 2013; and

WHEREAS, the Village has reviewed the proposed amendments to the Comprehensive Plan and said proposed amendments were reviewed by the Village's Local Planning Agency (LPA) at a duly advertised meeting on November 17, 2015 which determined such amendments to be consistent with the Comprehensive Plan; and

WHEREAS, the Village Commission has agreed with the recommendations of the Local Planning Agency that the proposed amendments comply with the requirements of Chapter 163, Florida Statutes, and that the proposed amendments are consistent with the Comprehensive Plan; and

WHEREAS, the Village Commission held its duly advertised public hearing for the transmittal of the proposed amendments on February 23, 2016; and

WHEREAS, the Village Commission has received and responded to timely comments from certain review agencies which have been granted such authority under Florida Statute 163.3184(3)(b)3; and

WHEREAS, Village Commission held its duly advertised second public hearing for Adoption of this Ordinance on May 10, 2016.

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

Section 1. The Commission of the North Bay Village, Florida hereby adopts the proposed Comprehensive Plan Amendments, attached as Exhibit "A". Water Supply Facilities Work Plan Update attached as Exhibit "B" is incorporated by reference.

Section 2. The Village Clerk is hereby directed to transmit three (3) copies of the amendments of the current Comprehensive Plan to the State Land Planning Agency, along with copies to the South Florida Regional Planning Council; Florida Department of Environmental Protection; Florida Department of State, Division of Historic Resources; Florida Department of Transportation; South Florida Water Management District; Florida Department of Education, the Miami-Dade County Planning Division; and to any other unit of local government which has filed a written request for a copy

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency."

A motion to approve the foregoing Ordinance on first reading on February 23, 2016 was offered by Commissioner Richard Chervony, seconded by Commissioner Eddie Lim.

The Votes were as follows:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

A motion to approve the foregoing Ordinance on first reading was offered _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Wendy Duvall	_____
Commissioner Eddie Lim	_____

DULY PASSED AND ADOPTED __ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, MAY 10, 2016** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Final Adoption)*
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(First Reading)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND CHAPTER 152, SECTION 152.055 ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*
4. AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
 2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
5. AN APPLICATION BY JOSEPH KOCIUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.
6. PUBLIC INPUT FOR STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE AND REVIEW THE STRATEGIC PLAN 5 YEAR CAPITAL IMPROVEMENTS SCHEDULE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 22, 2016)

KEEPING KIDS FIT

Bike to School Day a great time to teach safety

BY JONATHAN HOOSHMAND
UHealthSystem.com

For children, riding your bicycle to school used to be one of the greatest moments of independence. Excited by your new-found freedom, you could go as fast or slow as you wanted, and you didn't have to stay cooped up in the car. How can we get that back?

National Bike to School Day, an annual event, is a great start. A Bike to School Day event can incorporate the whole community, including parents, teachers, law enforcement, local businesses and community organizations. This can be a fun family activity and a great way to energize the entire family's day. As you ride together, you'll notice the smile come across your child's face and probably yours as well.

A Miami-Dade County school has participated in National Bike to School Day every year since the event kicked off in 2012. For this year's event on May 4, BikeSafe is partnering with Jane S. Roberts K-8 Center to host a morning ride and will then visit students in the afternoon at both Fienberg Fisher K-8 Center and Nautilus Middle School to promote riding to school.

Physical activity and play are extremely important for a child's development. In an age of abundant standardized testing and decreased recreation, it's important that we provide our children with opportunities to move around. Bicycling to school builds

activity into the day and can result in improved physical and mental health, and improved academic performance. It can also empower children and provide them with a sense of independence.

There are a few key preparations you should take to ensure you and your child have an enjoyable and safe ride to school.

Sit and discuss safe bicycling behaviors with your child. Make sure they know the basics. They should know to stop and look both ways before crossing streets. If they are riding on the street, they should know to stop at all stop signs and red lights. Also, remember to discuss the importance of being aware of your surroundings.

Help your child select a safe and comfortable route. The direct route is not always the best, and it's important to explore the options available for your ride to school. Quiet neighborhood streets are ideal, especially ones that keep you away from primary neighborhood arteries. Going a few blocks out of the way can often lead to a much safer and enjoyable ride. Explore your school neighborhood on the weekend to come up with possible routes, and try them out on a school day to see which one you like most.

It is also important to make sure the bike is safe and ready to ride. An ill-fitting bike, or one that doesn't work properly, can put a damper on any ride. Perform the "A, B, C, Quick check" before you take your bike out. Check

your tires for Air by making sure the pressure matches the suggested pressure on the tire's sidewall. Inspect your Brakes by making sure the brake levers and calipers are working correctly and don't rub against the tire or wheel where they aren't supposed to. Examine the Chain, chain ring and the pedals to ensure that there isn't any rust and everything spins smoothly. Lastly, if the bicycle has quick release levers on the seat post or wheels, make sure they are closed securely to prevent a wheel from falling off or a seat from dropping during the ride.

Florida law states that children 16 and younger must wear a helmet when riding a bicycle. Use the two-finger helmet fitting rule to ensure proper fit. This rule uses the rider's two fingers to check that there are only two fingers of space between the eyebrows and helmet, that the straps of the helmet make a "V" shape around the rider's ears and that only two flat fingers fit between the rider's chin and the closed helmet buckle.

For more information on National Bike to School Day and bicycle safety, visit www.ibikesafe.us or www.facebook.com/iBikeSafe.

Jonathan Hooshmand is the program manager of BikeSafe, a part of the Kidz Neuroscience Center at UHealth - the University of Miami Health System. For more information, visit UHealthSystem.com/patients/pediatrics



Memorandum

To: Frank Rollason, Village Manager
Mayor and Village Commission

From: James G. LaRue, AICP

Date: April 29, 2016

Subject: Strategic Plan and Related Capital Improvements Projects

The draft Strategic Plan that the Commission reviewed at the April 2nd meeting has been slightly modified based on input from the DEO (Florida Department of Economic Opportunity) grant staff. Sections of the Strategic Plan have been clarified and a greater linkage has been made between the strategic plan initiatives and the capital improvement projects that implement them.

The Capital Improvements Schedule that will implement the Village's Strategic Plan has been included for your review at the May 10th meeting. Staff will be present to answer any questions from the Commission or the public.

C: Yvonne Hamilton, Village Clerk
Jenorgen Guillen, Deputy Village Clerk
Bert Wrains, Finance Director
Robert Switkes, Village Attorney
David Acosta, Assistant Village Attorney



Strategic Plan

April 2016



Serving Florida Local Governments Since 1988

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Introduction

North Bay Village consists of several spoil islands in Biscayne Bay located on Kennedy Causeway between the mainland and Miami Beach. Due to this location, the Village encompasses a large amount of highly desirable waterfront property, but is mainly viewed and used as a throughway to Miami Beach. The Village has established a vision for itself to be a sustainable and viable community for its residents, guests and businesses and to be seen as more than a pass-through area on the way to Miami Beach. To carry out this vision, North Bay has adopted a goal of retaining and attracting businesses to its community thereby creating a greater sense of place. This major goal has become the focal point of the Village's 2015/16 Strategic Plan. What will follow in this report will be a depiction of the existing business conditions within the Village, planning strategies and the regulatory framework that governs the zoning and land use activities of the Village.

The resident's preferences for new businesses will be discussed and analyzed, along with the frequency of use of different types of businesses and services. Strategic plan initiatives and action items have been recommended which build on the strengths and weaknesses existing in the Village, related to attracting and retaining businesses. A timeframe for completion of the action items has also been included.

Framework / Vision / Goal / Strategic Plan

The pyramid in Figure 1 depicts the planning framework that undergirds the formation of a strategic plan. Every organization performs a mission or purpose. Quality organizations establish a vision which states what they want to look like in the future to achieve excellence.

North Bay Village envisions itself to be a sustainable, viable, attractive community for its residents, visitors and businesses.

The goal, or goals, are then formulated to achieve the adopted vision. North Bay's strategic plan goal is to: Retain and attract new businesses.

The strategic plan becomes the "how to accomplish" phase of the adopted vision and goal statements. By means of strategic initiatives and action items being completed, progress can be measured objectively in terms of the goals being realized.



Figure 1



Business Conditions

The Village's commercial area is along the Kennedy Causeway. Exhibit 1 - *Existing Land Use & Commercial Buildings Map* identifies the location of businesses within the Village. Over the last few years, the number of businesses have remained at approximately 100. Many of the businesses are in older buildings that need to be modernized or replaced.

Within the last two years, the Village Commission has approved 5 site plans for new mixed-use developments along Kennedy Causeway. In total, those projects contain nearly 50,000 square feet of proposed commercial space (retail, restaurant and office). Several of those projects are in various stages of the permitting process, and when completed, will provide new opportunities for the Village residents and business community.

In examining the frequency of businesses, grouped by NAICS classification, it is clear that the Accommodation and Food Service sector is the dominating business type in North Bay Village. After that, there are five sectors that are fairly equally represented. They are Retail Trade; Health Care and Social Assistance; Professional, Scientific, and Technical Services; Administrative and Support and Waste Management and Remediation Services; and Other Services (except Public Administration). The Other Services category includes businesses in the areas of personal beauty, pet grooming, and religious learning. For more detailed breakdowns, please refer to Exhibit 2 - *North Bay Village Business Inventory* and Exhibit 3 - *Frequency of Business Types*.

The businesses in North Bay are concentrated along Kennedy Causeway and all have direct access to that corridor, although many of the access points could be better designed. With slower speeds, the ingress and egress points could be safer. The proposed beautification of the Causeway would also increase the probability of enticing travelers to patronize the Village businesses. In addition to FDOT's beautification plans, North Bay Village has a beautification fund which has been fortified with bonus height fees collected from developers.

Village infrastructure (sewer, water) is in poor condition. Site plan approvals are nearly always conditional on the agreement of the developer to update the infrastructure necessary for their particular project. This can include new lines and the shared cost of new pump stations. These costs can be considerable and may be a major determining factor in a developer's decision to build in North Bay Village. The Village is also embarking on a series of capital improvement projects that will be aimed at eliminating sewer and water collection system deficiencies. They are presented in more detail as strategic initiatives and action items beginning on page 8 of this report.



Resident Preferences and Needs for Businesses

A resident survey regarding business and service needs in the community was conducted using the Village’s website. See Exhibit 4 – *Business Survey*. Although the level of response may not be considered statistically significant, there were some patterns in the responses. There were specific businesses desired, such as casual dining restaurants, grocery stores, and fitness centers. When asked in Question 2 how often they visited the type of business identified in Question 1, over 90% of respondents claimed to visit those businesses daily, 2-4 times per week, or once per week. Thus, from those that responded to the survey, it seems that there is clear demand for casual dining, grocery, and a gym/fitness center.

It should also be noted that these same sentiments were echoed in both the write-in responses to Survey Question 21 and the verbal comments made at the community outreach and P&Z Board meetings.

Additional market support for casual dining, grocery, and a gym is also found in the responses to Questions 3, 4, 5 and 6. In response to the question of how much money they spent each time they visited the business identified in Question 1, over 80% of respondents indicated they spent \$25 to \$199, with over 25% responding that they spent \$100 to \$199 each time. Over 40% of respondents indicated that they currently travel 4 miles or more (one-way) to visit the type of business identified in Question 1; and over 40% indicated that they currently travel more than 2 miles but less than 4 (one-way) to visit the type of business identified in Question 1. Nearly all of the respondents indicated that they would be willing to live within a short distance down the street from the business type indicated in Question 1.

Verbal comments received from public input sessions also revealed a desired list of business types and services. See below.

<u>Desired Businesses Type</u>	<u>NAICS Code</u>
Local emergency/urgent care	621493
Library	519120
Casual restaurants	722513
Banks	522110
Beer garden	722410
Healthy, affordable eating options	722513 & 722511
Health and fitness center	713940
Co-work space	531120
Starbucks	722515
Hair salon	812112
‘High-end’ grocery store	445110
Automobile mechanic	811111
Veterinarian	541940



Analysis of Future Land Use and Zoning Maps

A Comprehensive Plan Future Land Use Map analysis revealed antiquated land use designations exist in several properties that fronted on the Village's main commercial/mixed use corridor. These properties need to be redesignated to a more flexible commercial/mixed use category. The Zoning Map has two commercial zoning districts, one having unnecessary use restrictions, the other being a general multi-use zoning district. The remedy is to have one unified commercial zoning district for all Commercial Future Land Use properties. Without these map changes, future commercial redevelopment for several properties would be limited in zoning flexibility to accommodate desired new businesses.

Impacts of the Comprehensive Plan

The land use categories in the Village Comprehensive Plan are generally conducive to business location. The Commercial Future Land Use (FLU) category allows mixed-use residential as a permitted use. Allowable multi-family density is relatively high at 70 dwelling units per acre (dua). The floor area ratio (FAR) for the Commercial FLU category is reasonable at 2.75, but with high-rise buildings as the likely redevelopment approach, a higher FAR is reasonable.

A more limiting impact from the Comprehensive Plan has to do with FLU Element Policy 2.1.12 that restricts mixed use (residential/commercial) redevelopment along the Causeway.

Policy 2.1.12: In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50 %) of the existing commercial use;
2. **There will be no complete substitution of residential for commercial uses in the City's Commercial Future Land Use category.** The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 2.5 for commercial uses only;
4. Residential conversion or redevelopment of commercially designated FLUM (Future Land Use Map) parcels shall be limited to two locations:

On the south side of the 79th Street/Kennedy Causeway, only those commercial properties between Hispanola Avenue and East Treasure Drive may be developed or redeveloped with a residential use. Commercial properties on the north side of the Causeway will be allowed to develop or redevelop as residential use subject to the cap on dwelling units set forth below; and

5. The total number of new dwelling units that can be built within the Commercial Future Land Use category shall not exceed one thousand twenty (1,020) dwelling units.



Changes to the above policy would be appropriate, as the density cap is no longer needed, nor is the geographic restriction, limiting where the mixed use redevelopment can occur along the Causeway. See proposed revisions below.

Policy 2.1.12: In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50 %) of the existing commercial use;
2. There will be no complete substitution of residential for commercial uses in the CityVillage's Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 3.2-5 for commercial uses only;
4. ~~Residential conversion or redevelopment of commercially designated FLUM (Future Land Use Map) parcels shall be limited to two locations:~~

~~On the south side of the 79th Street/Kennedy Causeway, only those commercial properties between Hispanola Avenue and East Treasure Drive may be developed or redeveloped with a residential use. Commercial properties on the north side of the Causeway will be allowed to develop or redevelop as residential use subject to the cap on dwelling units set forth below; and~~

- ~~5.4. The total number of All new dwelling units that can be built within the Commercial Future Land Use category shall not exceed one thousand twenty (1,020) 70 dwelling units per acre.~~



Impacts of the Land Use Regulations

The Village's Land Development Regulations (LDRs) can be somewhat confusing. There are two zoning chapters with sometimes parallel, and otherwise contradictory, regulations. For example, the minimum standard parking space dimensions are shown at 9' by 18' in one chapter, 10' by 20' in another section and 10' by 19' in a third section. There is also a separate chapter containing urban design standards that are not concisely written. This can be difficult to interpret for anyone trying to develop in the Village. There have also been specific complaints about the inflexibility of the current sign regulations. The development regulations for the Limited Commercial Zoning District are very restrictive in terms of allowable uses. It would be beneficial to eliminate this zoning district and have one Commercial General District with emphasis on incentives for creation of baywalk public areas with mixed use developments. Although it is a massive undertaking, the remedy is to consolidate the LDRs into one clear and user-friendly code.

Additional Challenges that Impact Business Retention and Development

As mentioned in the introduction the Village is more of a throughway than an attraction, with the majority of Kennedy Causeway users going to or from Miami Beach, rather than driving to the Village as a destination. This is an impediment to businesses locating in the Village as they fear no one will get off the Causeway to purchase their goods or services. Also, for a community to be viable for businesses there needs to be a feeling of attachment and emotion from the residents, creating a sense of place.

Also, the Village has no architectural theme and no gateway entry areas that promote it as a distinctive community or destination. Business leaders in the community emphasize the importance of being known as a positive and attractive community.

The Causeway, as it now exists, is not a "walkable" environment. In most places, street lanes are contiguous to the narrow sidewalks. Crossing the Causeway is difficult and dangerous. There are a limited number of crosswalks and the medians are narrow, with less than adequate refuge for pedestrians. And unfortunately, the effort to increase vehicular safety by lengthening curb cuts has an inverse relationship to pedestrian safety. Longer curb cuts allow vehicles to make faster turns into parking lots and increase the distance that pedestrians and bicyclists must traverse before reaching the relative safety of the next raised curb.



Strategic Plan Initiatives and Action Items

The following represents the Village’s initiatives and action items that will be necessary to be accomplished to achieve the Village’s strategic goal of “retaining and attracting new businesses”. Revising and simplifying the regulations, creating a better image, increased marketing, and improving the infrastructure are all focus areas of the Village’s Strategic Plan and are outlined below:

Goal: Retain and attract new businesses	
Initiative: Amend the Village’s regulations to make the community more desirable for businesses	
Champion: Village Planner	
Stakeholders: Village Staff, Village Council, Developers, Business Development Advisory Board, Landowners, Residents, Business Owners	
Desired Outcome: The Village encounters growth in business and development through clear regulations and creative incentives	
Action Items:	Estimated Completion Date
<p><i>Amend Comprehensive Plan (Plan) map and text to attract more commercial/ residential mixed use.</i></p> <p>According to the current Future Land Use Map, several properties fronting the Causeway are not designated appropriately for flexible mixed-use redevelopment. By redesignating them as Commercial Future Land Use (which currently allows mixed use), there would be more potential for mixed-use redevelopment than currently exists.</p>	September 2016
<p><i>Attract desirable mixed use development through revisions to the Comprehensive Plan.</i></p> <p>There are mixed-use density caps currently in the Plan that are unnecessary and too restrictive to attract redevelopment. This policy should be deleted. Also, the policy which prohibits mixed-use development on the south side of the Causeway and west of Hispanola Avenue should be removed. What should remain is the maximum allowable residential density of 70 dwelling unit per acre.</p>	September 2016
<p><i>Unify and simplify Land Development Regulations (LDRs), emphasizing a “walkable” community</i></p> <p>The Village’s current LDRs are somewhat confusing, and in some instances, conflicting. To create a more user friendly code, parallel regulations will be merged and conflicts eliminated.</p>	January 2017
<p><i>Bring LDRs up to date to meet developers’ needs and encourage commercial development which meets the needs of residents.</i></p> <p>The Village LDRs are being reviewed by the Business Development Advisory Board to ensure that the regulations are not unnecessarily cumbersome for businesses.</p>	January 2017
<p><i>Adopt urban design oriented sign regulations</i></p> <p>The existing sign regulations are disjointed and are outdated. A sign committee has been created with the goal of creating a design-oriented code that will allow attractive but non-obtrusive signage.</p>	March 2017



Goal: Retain and attract new businesses	
Initiative: Enhance the image of North Bay Village	
Champion: Village Manager	
Stakeholders: Village Staff, Village Council, Developers, Landowners, Residents, Business Owners	
Desired Outcome: The Village gains recognition as a favorable location for residents and businesses.	
Action Items:	Estimated Completion Date
<p><i>Hire marketing consultant to better identify the Village.</i></p> <p>Village officials have determined that the Village would benefit from hiring a firm to better solidify the identity of the Village, in order to raise awareness of the Village to businesses, potential new residents and visitors. A concentrated marketing effort would be conducted, establishing the Village as a destination community, rather than a throughway to Miami Beach. If possible, a “branding” effort would be conducted to best identify North Bay Village.</p>	November 2016
<p><i>Redesign the Village website.</i></p> <p>The Village website will need to be redesigned to be more user friendly and to present clear identifiable themes and images of the community. This effort should be merged with the work done by the Village’s marketing consultant.</p>	December 2016
<p><i>Establish gateways entering and exiting the Causeway.</i></p> <p>The Village currently has 40,000 vehicles passing through State Road 934/Kennedy Causeway on a daily basis. The two-mile strip has a median separation with minimal landscaping. Currently, there is minimal gateway effect. A “gateway” landscaped area with attractive signage at both the entry and exit points must be created to add to a sense of “place” to North Bay Village’s section of the Causeway.</p>	February 2017
<p><i>Design and develop a linear baywalk park on Biscayne Bay waterfront. (see Exhibit 5)</i></p> <p>As an ongoing effort to revitalize the commercial corridor and provide public access to the waterfront, the Village is preparing plans for a 3,400 foot linear boardwalk/ baywalk overlooking Biscayne Bay and adjacent to the Kennedy Causeway. This would potentially provide residents and guests with public waterfront space and provide boaters with dock space in close proximity to restaurants, shopping, bars and entertainment. Also, a baywalk plaza area is being designed as an entrance to the area and accessible from the Causeway. This will be in addition to the baywalk access easements that will continue to be required of all new developments fronting on Biscayne Bay.</p>	March 2018



Goal: Retain and attract new businesses	
Initiative: Increase efforts to retain and recruit businesses to the Village	
Champion: Village Manager	
Stakeholders: Village Staff, Village Council, Business Development Advisory Board, Developers, Landowners, Residents, Business Owners, Chamber of Commerce	
Desired Outcome: Increase the number of businesses and assist job creation, thereby making North Bay Village a desirable live-work community and a more business friendly environment.	
Action Items:	Estimated Completion Date
<p><i>Conduct business fair for existing businesses</i></p> <p>Often, in redevelopment efforts, existing businesses are ignored and not thought of as seriously as the recruiting of new businesses. However, business expansion has the potential to create as many or more jobs than business start-ups. With this in mind, a business fair would allow existing businesses the opportunity to explain their specific business endeavors to residents and to recruit a local work force.</p>	December 2016
<p><i>Perform a market study showing demand potential for desired businesses and services</i></p> <p>The online survey for the Village conducted in December must be expanded upon in a detailed market study. This study would further gauge the potential market of business types and spending potential of customers. It would also use additional economic data points to develop realistic recommendations that will assist in the growth of businesses in North Bay Village.</p>	February 2017
<p><i>Foster relationships with the real estate community, developers, and citizens through the Business Development Advisory Board to create ambassadors who will promote the Village.</i></p> <p>The Business Development Advisory Board can represent the needs of the businesses to the local government officials.</p>	Ongoing



Goal: Retain and attract new businesses	
Initiative: Improve infrastructure to meet the future needs of the Village	
Champion: Village Public Works Director	
Stakeholders: Village Staff, Village Council, Developers, Landowners, Residents, Business Owners	
Desired Outcome: Deficient infrastructure is upgraded to support increase in residential and commercial development.	
Action Items:	Estimated Completion Date
<p><i>Florida Department of Transportation (FDOT) road improvements to Kennedy Causeway.</i></p> <p>The FDOT road improvements for the Causeway will narrow the driving lanes, create a bicycle lane, improve signalized pedestrian crossings, and upgrade pedestrian curb ramps. These improvements will help to slow down the traffic to 35mph, create a more walkable community, and create a more attraction oriented environment, which is positive for Village businesses.</p>	December 2016
<p><i>Replacement and repair of deficient water lines, and replacement of water meter and water service connections.</i></p> <p>Although capacity is not an issue for providing water to Village residents and businesses, the existing water lines are old and must be repaired or replaced, as well as the water meters and service connections. These improvements benefit existing businesses wishing to expand and potential businesses desiring to locate in the Village.</p>	February 2017
<p><i>Rehabilitate and replace existing sewer lines and replace wastewater pumps and control systems.</i></p> <p>Sewer capacity is available for new residents and businesses in the Village but the collection system is old. The pumps, lines, and manholes are in need of repair and/or replacement.</p>	January 2018



Infrastructure Capital Improvements:

The following represents the Capital Improvements necessary to positively impact the Village's Strategic Plan. While the sewer and water improvements assure basic services that businesses and residents rely on, the other projects are important also. By building attractive gateway and baywalk/boardwalk accessways the Village becomes more of a destination place rather than a pass-through.

Name: Water Transmission & Distribution Project		AMOUNT		3,459,923		
DESCRIPTION:						
Project DW13040: Repair and replacement of deficient water distribution piping and system components based on water losses identified as part of a water leak analysis. Will improve system performance, minimize water system losses, reduce loss of Village revenue, address public health risk components, establish design parameters for the facilities improvement.						
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:						
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.						
FUNDING SOURCES:						
	Prior Years	2016	2017	2018	2019	2020
Balance Forward	0	0	0	0	0	0
State Revolving Loan Fund	0	3,459,923	0	0	0	0
TOTAL	0	3,459,923	0	0	0	0
APPROPRIATION / COST CENTER						
Design	0	240,000	0	0	0	0
Construction	0	3,219,923	0	0	0	0
TOTAL	0	3,459,923	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0



Name: Water Meter and Service Line Replacement		AMOUNT		2,540,000		
DESCRIPTION:						
Project DW13042: Replace the Village's water meter and water service connections. The project includes replacing all 603 water meters and associated water service connections. All new meters are proposed to be AMR devices.						
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:						
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.						
FUNDING SOURCES:						
	Prior Years	2016	2017	2018	2019	2020
Balance Forward	0	0	0	0	0	0
State Revolving Loan Fund	0	2,540,000	0	0	0	0
TOTAL	0	2,540,000	0	0	0	0
APPROPRIATION / COST CENTER						
Design	0	240,000	0	0	0	0
Construction	0	2,300,000	0	0	0	0
TOTAL	0	2,540,000	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0

Name: Lift Station		AMOUNT		900,000		
DESCRIPTION:						
The Village's wastewater collection system consists of approximately 30,000 feet of sanitary sewers, 170 manholes, three local pump stations, one master pump station, and approximately 14,000 feet of force mains. Based on the Village's sanitary sewer collection system, the age and condition of the pumps and control panels, we are replacing several of the Village's wastewater pumps, control panels, and generator systems.						
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:						
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.						
FUNDING SOURCES:						
	Prior Years	2016	2017	2018	2019	2020
Balance Forward	0	0	0	0	0	0
State Revolving Loan Fund	0	900,000	0	0	0	0
	0	0	0	0	0	0
TOTAL	0	900,000	0	0	0	0
TOTAL						
Equipment	0	900,000	0	0	0	0
TOTAL	0	900,000	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0



Name: Sanitary Sewer Project	AMOUNT						3,500,000
DESCRIPTION:							
Project DW13041: Evaluation of approximately 116,400 linear feet of the existing sewer system by televising the sewer mains and cleaning of 34,100 linear feet consists of repairing and replacing segments of sanitary sewer piping through sanitary sewer lining, point repairs, lateral replacement, and grouting based on evaluation of field investigations as well as replacing wastewater pumps and control systems. Completion of this rehabilitation plan will address inflow and infiltration issues to improve system performance and greatly reduce the public health risks, environmental impacts, and groundwater contamination associated with a deficient sanitary sewer system.							
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:							
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.							
FUNDING SOURCES:	Prior Years	2016	2017	2018	2019	2020	
Balance Forward	0	0	0	0	0	0	0
State Revolving Loan Fund	0	3,500,000	0	0	0	0	0
TOTAL	0	3,500,000	0	0	0	0	0
APPROPRIATION / COST CENTER							
Phase 1: Facilities Plan	0	100,000	0	0	0	0	0
Phase 2: Development of Specifications and Biddable Docs	0	160,000	0	0	0	0	0
Construction	0	3,240,000			0		
TOTAL	0	3,500,000	0	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0	0



Exhibit 1:

Existing Land Use & Commercial Buildings Map



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Exhibit 2:

North Bay Village Business Inventory

Map #	NAME	TYPE	NAICS	Age of Structure
1	Captain Joe Boat Rentals	Boat/Jet Ski Rental	5322	
1	Bayshore Yacht & Tennis Club	Marina	7139	
1	Lore's Hairstyling	Beauty Salon	8121	
1	Magic Grooming	Pet Grooming	8129	
1	Ummah of Miami, Inc.	Learning & Meditation Center	8131	
1	Island Market, Inc.	Beer/ Wine – off premises	4451	
2	Recently Closed Restaurant			
3	Shell Gas Station	Gas Station/Convenience Store	4471	1968
3	Shell Gas Station	Deli	7225	1968
4	Sunbeam Television Corporation: WSVN 7	Broadcasting - Television	5151	1956
5	Japanese Market	Japanese Market	4451	1957
5	Joshua Furman, M.D.	Medical Office	6211	1957
5	Hollywood School of Beauty Careers	Beauty School	6115	1957
5	Grow by the Bay Day Care	Day Care	6244	1957
5	Bravo Health Care Center	Medical Office	6211	1957
5	Principal Realtors, Inc.	Real Estate Office	5312	1957
5	Bay Village Rehab Center	Physical Rehab/Massage Therapy	6213	1957
5	Institute of Structural Integration	Structural Integration Body Works	6115	1957
5	Fraternity & Love Spiritist Center	Religious Study Center	8131	1957
5	Free Port Enterprises, Inc.	Wholesale Dealer	4234	1957
5	American Herbal Products	Vitamin Wholesaler	4242	1957
5	Grove by the Bay, Ltd.	Property Management	5313	1957
5	Rueckert Pharmaceutical	Office for Vitamin Manufacturing	5611	1957
5	Dr. Roberto Sanchez	Mental Health Counselor	6211	1957
5	E&R International Seafood	Seafood Broker	4244	1957
5	DMX Export, LLC	Import/Export of computer parts	4234	1957
5	Welt Electronics.	Import & Export Electronics	4236	1957
5	Mell's Home Health Services, LLC	Home Health Office	6216	1957
5	Centro Cristiano Ebenezer	Religious Assembly – Bible Classes	8131	1957
5	Logan Corporation	Administrative & Sales Office	5611	1957
5	Rico's Sandwich Café, Inc.	Cafeteria 13 Seats	7225	1957
5	YNKY Corpotion	Export – Medical Supplies/Software	4234	1957



6	Speedway	Gas Station/Convenience Store	4471	2002
6	Godfather's Pizza / Speedway	Restaurant – 16 Chairs	7225	2002
7	Siam Bayshore Restaurant	Japanese/ Thai Food	7225	1968
8	Public Storage, Inc.	Storage	4931	2000
8	XOXO Dry Cleaners	Dry Cleaner	8123	2000
9	Gol TV, Inc.	TV Soccer Channel - Cable	5152	1978
10	Recently Closed Restaurant			
11	Presidente	Supermarket	4451	1961
11	SMHD, LLC	Money Transfer	5223	1961
12	Treasure Island Pharmacy	Pharmacy	4461	1965
13	Jason M. Wandner, PA	Attorney	5411	1971
13	Vacation USA Tours	Travel Bureau	5615	1971
13	Oggi Restaurant	Italian Restaurant	7225	1971
13	The Cutting Room	Beauty Salon	8121	1971
13	Affordable Digital Systems	Title Company	5411	1971
13	William Duba	Mental Health Counselor	6211	1971
13	Title Company of Florida, LLC	Title Company	5411	1971
13	Monarch Electronics, Inc.	Technology Sales Office	5611	1971
13	Comfort Technology Systems	Sale of Technology Systems	5611	1971
13	AG Contractors	Contractor	2361	1971
13	Jeffrey S. Hersh, P.A.	Attorney	5411	1971
13	Tec Imaging Systems	Xerox Sales Agency	4234	1971
13	Golden K Media	Media Advertising Agency	5418	1971
13	Tradelink Technologies	Supply Chain Technology	5416	1971
13	Landmark Construction	General Contractor	2361	1971
13	Landmark Development Corp	Real Estate Developer	2372	1971
13	The Ackerman Group, LLC	Agent – Security Investigations	5616	1971
13	Z Media, Inc.	Advertising Media Sales	5418	1971
13	"Bugs" Burger Bug Killer	Pest Control	5617	1971
13	Digital Drew Designs	Web Design	5415	1971
13	Sherlock Technology Staffing	Staffing Employment Agency	5613	1971
13	Causeway Tower, LLC	Property Management	5313	1971
13	Maria A. Lucchesi, PH.D.	Psychological Services	6211	1971
14	Benihana of Tokyo Steak House	Restaurant	7225	1972



15	D'Bella Pizza & Pasta	Pizzeria	7225	
15	Julie's Realty, LLC	Real Estate Office	5312	
15	U.S. Contract Post Office	Postal & Shipping Services	4889	
15	Water & Sewer Services	Water Services/Customer Service	9261	
16	Atlantic Broadband	Cable Television	5171	1961
17	Shuckers	Lounge	7224	1971
17	Shuckers Dockside Grill	Seafood Restaurant – 100 Seats	7225	1971
18	Best Western on the Bay	Marina	7139	1967
18	Best Western Inn on the Bay	Hotel/Motel	7211	1967
19	Happy Stork Lounge	Lounge	7224	1948
19	Phones and More, Inc.	Metro PCS service	5172	1948
19	Sabor of Latin America	Restaurant – 40 Seats	7225	1948
19	Yepara, Inc.	Restaurant – 15 seats	7225	1948
19	Sunshine Groceries	Groceries	4451	1948
19	Pizza D'Light	Pizzeria/ Restaurant	7225	1948
20	Beauty Expressions	Beauty Salon	8121	
20	Grandview Palace	Marina	7139	
20	Epy Café	Cafeteria	7225	
20	Grandview Fuel, LLC	Merchant Fuel	4471	
20	DBA Bay Mini Market	Convenience Store / Deli	4451	
20	Four Season's Clothing Alterations	Tailor	8114	
20	Edith Designs Boutique	Clothing Design	4481	
20	Pyramid Accounting Services, Inc.	Accounting Services	5412	
20	La Via Services, Corp.	International Shipping	4889	
20	JCP Accounting and Tax Services, LLC	Bookkeeping and Tax Services	5412	
20	Y Jeski, LLC	Administrative office	5611	
20	Tasca Casa Pepe	Restaurant	7225	
20	Miami Beach Office Shipping & Package, LLC	Merchant	4889	
20	Maritza Montano	Mental Health Counselor	6211	
20	Limar Realty, LLC	Real Estate Brokerage	5312	
20	Capitol Realtors, Inc.	Real Estate Transactions	5312	
20	Wags to Wishes Doggie Daycare	Pet Grooming/Kennel	8129	
20	Melissa's Shoes and Fashion	Merchant	4481	
20	Jarka	Gym	7139	



Exhibit 3:

Frequency of Business Types

NAICS Code	Industry Title	Frequency
72	Accommodation and Food Services	16
44-45	Retail Trade	11
62	Health Care and Social Assistance	11
81	Other Services (except Public Administration)	11
54	Professional, Scientific, and Technical Services	10
56	Administrative and Support and Waste Management and Remediation Services	10
53	Real Estate Rental and Leasing	8
42	Wholesale Trade	7
71	Arts, Entertainment, and Recreation	6
48-49	Transportation and Warehousing	5
51	Information	4
23	Construction	3
61	Educational Services	3
52	Finance and Insurance	1
92	Public Administration	1
11	Agriculture, Forestry, Fishing and Hunting	0
21	Mining	0
22	Utilities	0
31-33	Manufacturing	0
55	Management of Companies and Enterprises	0



Exhibit 4:

Business Survey

Thank you for your assistance in completing the following survey. North Bay Village received a grant from the Florida Department of Economic Opportunity, which is to be used for comprehensive planning and business development. The purpose of this survey is to gather data regarding business and service needs in North Bay Village. The collected data will be analyzed to develop a strategic plan for retaining and attracting the types of businesses and services desired by the residents. The survey is divided into four sections. The first three sections are very similar but the intent is to gather useful information regarding your habits and personal preferences for several business types of your choosing. Your responses are anonymous and the entire survey should take no more than 5 minutes of your time.

PLEASE CIRCLE YOUR RESPONSES BELOW

- 1) Which, if any, of the following types of businesses do you most strongly feel are needed in North Bay Village? Choose one.
 - Apparel and shoes
 - Bars, lounges, pubs, craft breweries
 - Books and music
 - Convenience store
 - Department store merchandise
 - Fast food restaurants
 - Casual dining restaurants
 - Fine dining restaurants
 - Furniture and home furnishings
 - Grocery
 - Hardware and garden supply
 - Jewelry
 - Pharmacy/drugstore
 - Specialty food and beverage
 - Sporting goods, hobbies
 - Gym or fitness center
 - None of the above (please skip to question 19)
- 2) For the business you identified in Question 1, how often do you usually shop or visit?
 - Daily
 - 2-4 times per week
 - Once per week
 - 2 times per month
 - Once per month
 - Never
 - Don't know
- 3) For the business you identified in Question 1, how much do you usually spend each time you shop or visit these types of businesses?
 - Less than \$25
 - \$25 to \$49
 - \$50 to \$99
 - \$100 to \$199
 - \$200 to \$299
 - \$300 to \$399
 - \$400 to \$499
 - \$500 or more
 - Don't know



4) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 1?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

5) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 1?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

6) How close are you willing to live near the type of business you identified in Question 1? Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

7) In addition to your response to question 1, which, if any, of the following types of businesses do you also feel are needed in North Bay Village? Choose one:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- None of the above (please skip to question 19)

8) For the business you identified in Question 7, how often do you usually shop or visit?

- Daily
- 2-4 times per week
- Once per week
- 2 times per month
- Once per month
- Never
- Don't know



9) For the business you identified in Question 7, how much do you usually spend each time you shop or visit these types of businesses?

- Less than \$25
- \$25 to \$49
- \$50 to \$99
- \$100 to \$199
- \$200 to \$299
- \$300 to \$399
- \$400 to \$499
- \$500 or more
- Don't know

10) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 7?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

11) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 7?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

12) How close are you willing to live near the type of business you identified in Question 7? Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

13) Finally, is there one other type of business that you also feel is needed in North Bay Village? Choose one:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- None of the above (please skip to question 19)



14) For the business you identified in Question 13, how often do you usually shop or visit?

- Daily
- 2-4 times per week
- Once per week
- 2 times per month
- Once per month
- Never
- Don't know

15) For the business you identified in Question 13, how much do you usually spend each time you shop or visit these types of businesses?

- Less than \$25
- \$25 to \$49
- \$50 to \$99
- \$100 to \$199
- \$200 to \$299
- \$300 to \$399
- \$400 to \$499
- \$500 or more
- Don't know

16) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 13?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

17) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 13?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

18) How close are you willing to live near the type of business you identified in Question 13? Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

19) Do you agree that retail services are adequate within the Village to serve the present population?

- Strongly agree
- Agree
- No opinion
- Disagree
- Strongly disagree



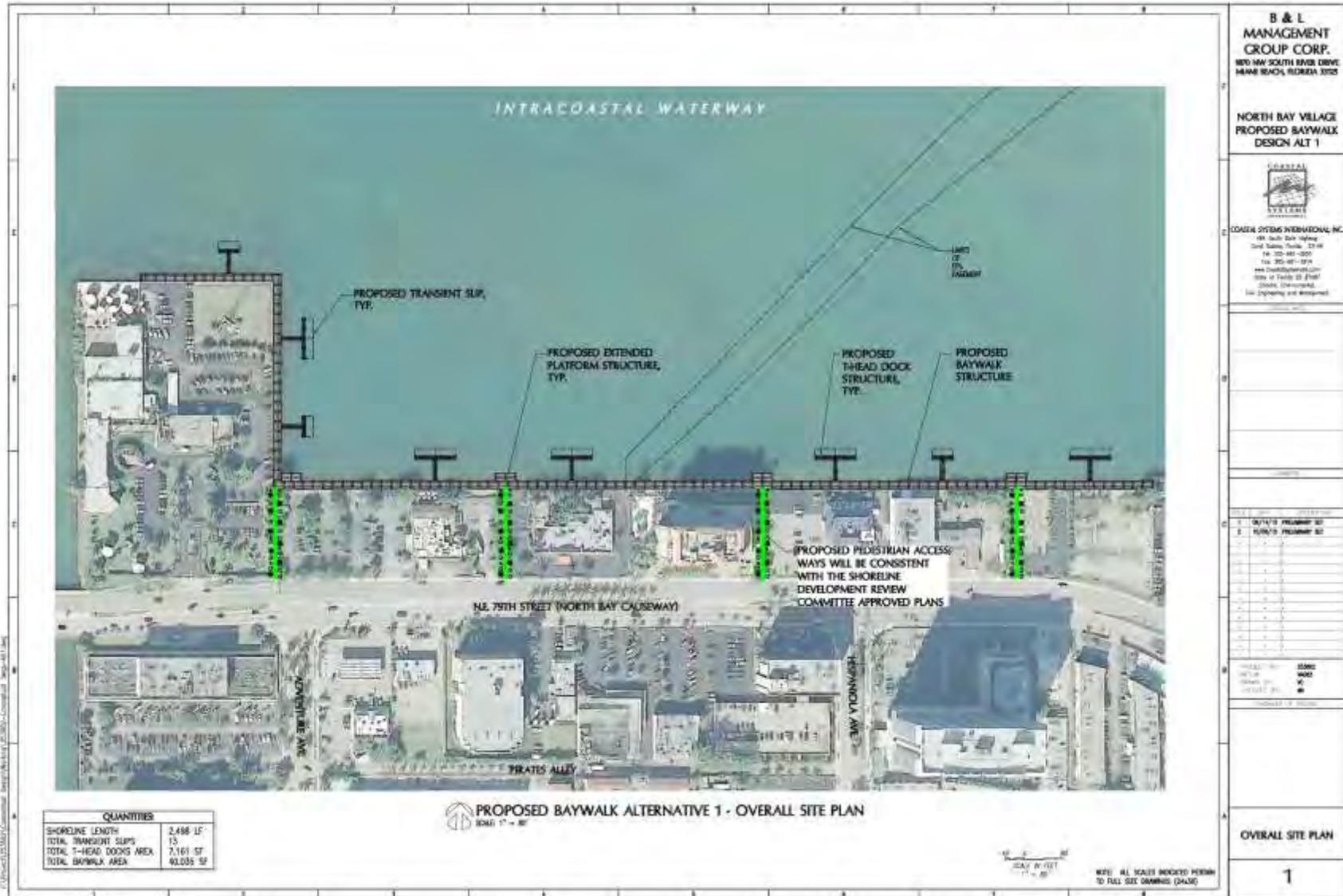
20) Which of these business types would you feel comfortable walking to? Choose as many as you like:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- Other (please specify)

21) Is there any other business type that you feel is needed in North Bay Village? Please write your response in below.



Exhibit 5:



North Bay Village
Strategic Plan 5 Year Capital Improvements Schedule

Project Description	Funding Source	2016	2017	2018	2019	2020	Total
<p>Water Transmission & Distribution Project DW13040: Repair and replacement of deficient water distribution piping and system components based on water losses identified as part of a water leak analysis. Will improve system performance, minimize water system losses, reduce loss of Village revenue, address public health risk components, establish design parameters for the facilities improvement.</p>	State Revolving Loan Fund	3,459,923	0	0	0	0	3,459,923
<p>Water Meter and Service Line Replacement Project DW13042: Replace the Village's water meter and water service connections. The project includes replacing all 603 water meters and associated water service connections. All new meters are proposed to be AMR devices.</p>	State Revolving Loan Fund	2,540,000	0	0	0	0	2,540,000
<p>Lift Station The Village's wastewater collection system consists of approximately 30,000 feet of sanitary sewers, 170 manholes, three local pump stations, one master pump station, and approximately 14,000 feet of force mains. Based on the Village's sanitary sewer collection system, the age and condition of the pumps and control panels, replacing several of the Village's wastewater pumps, control panels, and generator systems.</p>	State Revolving Loan Fund	900,000	0	0	0	0	900,000
<p>Sanitary Sewer Project DW13041: Evaluation of approximately 116,400 linear feet of the existing sewer system by televising the sewer mains and cleaning of 34,100 linear feet consists of repairing and replacing segments of sanitary sewer piping through sanitary sewer lining, point repairs, lateral replacement, and grouting based on evaluation of field investigations as well as replacing wastewater pumps and control systems. Completion of this rehabilitation plan will address inflow and infiltration issues to improve system performance and greatly reduce the public health risks, environmental impacts, and groundwater contamination associated with a deficient sanitary sewer system.</p>	State Revolving Loan Fund	3,500,000	0	0	0	0	3,500,000
<p>Baywalk Design and development of a linear park along the Biscayne Bay waterfront. The project will include public access point for resident and visitors as ROW is acquired.</p>	Village Match (Parks Trust Fund)	0	100,000	100,000	1,500,000	0	1,700,000
	FIND Grant Phase I 50%	0	0	0	0	0	0
	FIND Grant Phase II	0	100,000	100,000	500,000	0	700,000
SUB-TOTAL Strategic Plan Projects		10,399,923	200,000	200,000	2,000,000	0	12,799,923

Project Description	Funding Source	2016	2017	2018	2019	2020	Total
Treasure Island Resurfacing of Streets FY 2016 Milling Resurfacing of all streets and replacement of speed humps	CIP LOGT (Local Opt Gas Tax)	471,910	30,000	30,000	30,000	30,000	591,910
	CITT Fund - Surtax	314,607	20,000	20,000	20,000	20,000	394,607
Public Safety / Municipal Complex Construction of a facility to house Village administrative offices, Commission Chambers, the Police Department, a Fire Rescue Station and a community room, consolidated on Village-owned property located at the former municipal facilities site on the Kennedy Causeway. The proposed complex will be constructed to LEED certification standards to deliver a green, energy efficient landmark building to serve Village and County administrative and public safety functions.	Balance Forward	1,096,250	0	0	0	0	1,096,250
	Debt Proceeds	0	5,200,000	5,200,000	0	0	10,400,000
1841 Galleon Stree Renovations Renovate 1841 Galleon Street Police Dispatch Center and Public Works	General Fund	98,000	0	0	0	0	98,000
Parks Facility Continued park development of a .51 acre waterfront parcel, acquired by the Village for park purposes in September 2008. Improvements were made to open the park to the public in April 2009. Proposed improvements during the next phase of the park's development include seawall repairs.	Debt Proceeds	0	0	4,200,000	0	0	4,200,000
	Village Parks Trust Fund	200,000	0	0	0	0	200,000
	FIND Grant	200,000	0	0	0	0	200,000
Deep Well Injection System & Outfall Lines This project involves the repairs to the stormwater deep well injection system located in West Treasure Dr. and in Bay Terrace. Rehabilitation of the pumps, electrical panel and controls. The Bay Terrace well will be rehabilitated as well. Outfall Lines Replacement and Flapper Valve Installation.	Operations	350,000	350,000	50,000	50,000	50,000	850,000
SUB-TOTAL Capital Improvements Projects		2,730,767	5,600,000	9,500,000	100,000	100,000	18,030,767
GRAND TOTAL All Projects		13,130,690	5,800,000	9,700,000	2,100,000	100,000	30,830,690



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY MAY 10, 2016** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Final Adoption)*
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(First Reading)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND CHAPTER 152, SECTION 152.055 ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*
4. AN APPLICATION BY BRICK VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 1. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-27 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE RESIDENTIAL AND COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
 2. A ONE YEAR RENEWAL OF RESOLUTION NO. 2015-28 FOR A SPECIAL USE EXCEPTION GRANTED PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES. IF APPROVED BY THE COMMISSION, THE RENEWAL SHALL EXTEND THE ORIGINAL APPROVAL FOR ONE ADDITIONAL YEAR, EXPIRING ON FEBRUARY 24, 2017.
5. AN APPLICATION BY JOSEPH KOCUBA TO CONSTRUCT A NEW WOODEN DOCK AT 1720 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO CONSTRUCT A DOCK STRUCTURE EXTENDING FARTHER THAN 25 FEET FROM THE SHORELINE.
6. PUBLIC INPUT FOR STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE AND REVIEW THE STRATEGIC PLAN 5 YEAR CAPITAL IMPROVEMENTS SCHEDULE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION CO THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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).

VYVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 22, 2016)

KEEPING KIDS FIT

Bike to School Day a great time to teach safety

BY JONATHAN HOOSHMAND
UHealthSystem.com

For children, riding your bicycle to school used to be one of the greatest moments of independence. Excited by your new-found freedom, you could go as fast or slow as you wanted, and you didn't have to stay cooped up in the car. How can we get that back?

National Bike to School Day, an annual event, is a great start. A Bike to School Day event can incorporate the whole community, including parents, teachers, law enforcement, local businesses and community organizations. This can be a fun family activity and a great way to energize the entire family's day. As you ride together, you'll notice the smile come across your child's face and probably yours as well.

A Miami-Dade County school has participated in National Bike to School Day every year since the event kicked off in 2012. For this year's event on May 4, BikeSafe is partnering with Jane S. Roberts K-8 Center to host a morning ride and will then visit students in the afternoon at both Fienberg Fisher K-8 Center and Nautilus Middle School to promote riding to school.

Physical activity and play are extremely important for a child's development. In an age of abundant standardized testing and decreased recreation, it's important that we provide our children with opportunities to move around. Bicycling to school builds

activity into the day and can result in improved physical and mental health, and improved academic performance. It can also empower children and provide them with a sense of independence.

There are a few key preparations you should take to ensure you and your child have an enjoyable and safe ride to school.

Sit and discuss safe bicycling behaviors with your child. Make sure they know the basics. They should know to stop and look both ways before crossing streets. If they are riding on the street, they should know to stop at all stop signs and red lights. Also, remember to discuss the importance of being aware of your surroundings.

Help your child select a safe and comfortable route. The direct route is not always the best, and it's important to explore the options available for your ride to school. Quiet neighborhood streets are ideal, especially ones that keep you away from primary neighborhood arterials. Going a few blocks out of the way can often lead to a much safer and enjoyable ride. Explore your school neighborhood on the weekend to come up with possible routes, and try them out on a school day to see which one you like most.

It is also important to make sure the bike is safe and ready to ride. An ill-fitting bike, or one that doesn't work properly, can put a damper on any ride. Perform the "A, B, C, Quick check" before you take your bike out. Check

your tires for Air by making sure the pressure matches the suggested pressure on the tire's sidewall. Inspect your Brakes by making sure the brake levers and calipers are working correctly and don't rub against the tire or wheel where they aren't supposed to. Examine the Chain, chain ring and the pedals to ensure that there isn't any rust and everything spins smoothly. Lastly, if the bicycle has quick release levers on the seat post or wheels, make sure they are closed securely to prevent a wheel from falling off or a seat from dropping during the ride.

Florida law states that children 16 and younger must wear a helmet when riding a bicycle. Use the two-finger helmet fitting rule to ensure proper fit. This rule uses the rider's two fingers to check that there are only two fingers of space between the eyebrows and helmet, that the straps of the helmet make a "V" shape around the rider's ears and that only two flat fingers fit between the rider's chin and the closed helmet buckle.

For more information on National Bike to School Day and bicycle safety, visit www.ibikesafe.us or www.facebook.com/iBikeSafe.

Jonathan Hooshmand is the program manager of BikeSafe, a part of the Kidz Neuroscience Center at UHealth - the University of Miami Health System. For more information, visit UHealthSystem.com/patients/pediatrics



NORTH BAY VILLAGE
 1666 Kennedy Causeway, Suite 300
 North Bay Village, FL 33141
 (305) 756-7171

PURCHASE ORDER

PO Number: 007788

Date: 01/21/2016

Requisition #: REQ001234

15A

ISSUED TO: ALBEITAR GROUP INC
 700 71ST STREET
 MIAMI BEACH, FL 33141-

SHIP TO: North Bay Village Hall
 1666 Kennedy Causeway
 Suite 300
 North Bay Village, FL 33141

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	25 SPAYING/NEUTERING OF CATS,INC REV,3YR VACC,EAR TIP	001-19-519-4390		85.00	2,125.00

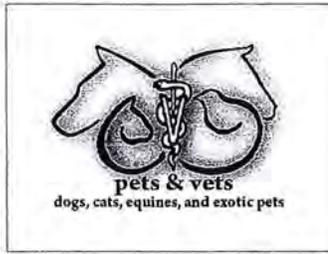
This Purchase Order has been electronically approved by:
Frank Rollason, Village Manager
Bert Wrains, Finance Director

SUBTOTAL:	2,125.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,125.00

1. Original invoice must be sent to: North Bay Village, Accounts Payable, 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
4. All Goods and Equipment must meet or exceed all necessary village, state and federal standards and regulations.
5. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The Village is exempt from all federal excise and Florida sales tax – ID#59-6000388; Florida Sales Tax Exemption #85-8012621652 C-8.
- 6.

Pets & Vets Animal Clinic

700 71st Street
Miami, FL 33141
305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
1666 Kennedy Causeway
Suite 300
Miami Beach, FL 33141
(305) 756-7171

Printed: 04-09-16 at 1:02p
Date: 04-09-16
Account: 1840
Invoice: 13905

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
04-09-16	CATS	2	Stray cats spay/neuter program	130.00	232.32	-102.32 **
04-09-16		2	Feline Rabies Vaccination, 3 Year	50.00	89.35	-39.35 **
04-09-16		2	Revolution feline 5.1-15 lbs x 1 do	36.00	64.33	-28.33 **
Total charges, this invoice...						-170.00
**Total discount included: 386.00						
Your old balance...						<u>1275.00</u>
Your new balance...						1105.00

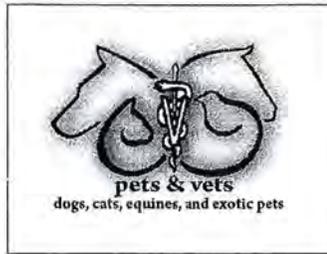
Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS		Last done
04-09-19	Feline Rabies Vaccination, 3 Y	04-09-16



Pets & Vets Animal Clinic

700 71st Street
Miami, FL 33141
305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
1666 Kennedy Causeway
Suite 300
Miami Beach, FL 33141
(305) 756-7171

Printed: 03-09-16 at 8:14p
Date: 03-09-16
Account: 1840
Invoice: 13524

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
03-09-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
03-09-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
03-09-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **

Total charges, this invoice... -85.00
**Total discount included: 193.00

Your old balance... 1360.00
Your new balance... 1275.00

Your invoice total reflects our **Good Clients** discount.

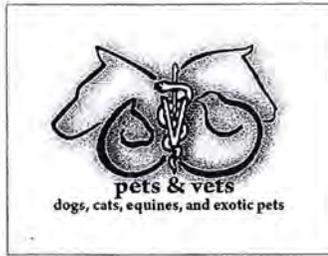
Reminders for: CATS	Last done
03-09-19 Feline Rabies Vaccination, 3 Y	03-09-16

*Paula...
SILVANA*



Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 03-01-16 at 6:35p
Date: 03-01-16
Account: 1840
Invoice: 13407

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-28-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
02-28-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
02-28-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **
03-01-16		1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
03-01-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
03-01-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **

Total charges, this invoice... -170.00
 **Total discount included: 386.00

Your old balance... 1530.00
 Your new balance... 1360.00

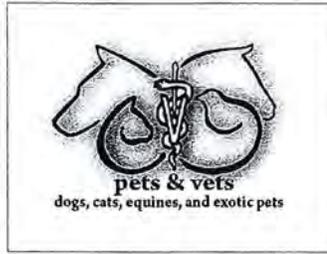
Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS	Last done
03-01-19 Feline Rabies Vaccination, 3 Y	03-01-16



Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 04-09-16 at 1:36p
Date: 02-23-16
Account: 1840
Invoice: 13307

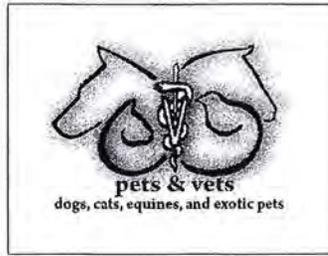
Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-23-16	CATS	2	Stray cats spay/neuter program	130.00	232.32	-102.32 **
02-23-16		2	Feline Rabies Vaccination, 3 Year	50.00	89.35	-39.35 **
02-23-16		2	Revolution feline 5.1-15 lbs x 1 dos	36.00	64.33	-28.33 **
Total charges, this invoice...						-170.00
**Total discount included: 386.00						
Your old balance...						<u>1700.00</u>
Your new balance...						1530.00

Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS		Last done
04-09-19	Feline Rabies Vaccination, 3 Y	04-09-16

Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 02-13-16 at 12:21p
Date: 02-13-16
Account: 1840
Invoice: 13193

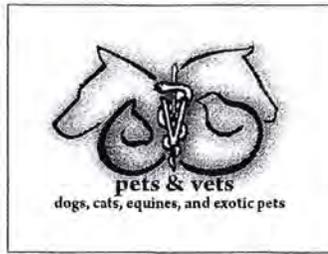
Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-13-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
02-13-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
02-13-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **
Total charges, this invoice...						-85.00
**Total discount included: 193.00						
Your old balance...						<u>1785.00</u>
Your new balance...						1700.00

Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS	Last done
02-12-19 Feline Rabies Vaccination, 3 Y	02-13-16

Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 02-08-16 at 5:43p
Date: 02-08-16
Account: 1840
Invoice: 13118

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-08-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
02-08-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
02-08-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **

Total charges, this invoice... -85.00

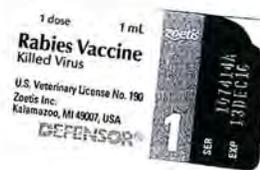
**Total discount included: 193.00

Your old balance... 1870.00
 Your new balance... 1785.00

Your invoice total reflects our **Good Clients** discount.

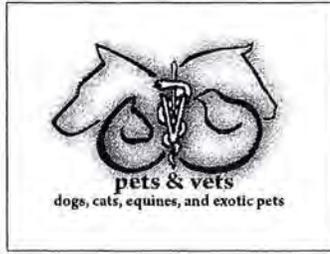
Reminders for: CATS	Last done
02-07-19 Feline Rabies Vaccination, 3 Y	02-08-16

Ruth signature:



Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 02-05-16 at 5:56p
Date: 02-05-16
Account: 1840
Invoice: 13079

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-05-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
02-05-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
02-05-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **
Total charges, this invoice...						-85.00
**Total discount included: 193.00						
Your old balance...						<u>1955.00</u>
Your new balance...						1870.00

Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS	Last done
02-04-19 Feline Rabies Vaccination, 3 Y	02-05-16

RWH needs to sign:



Pets & Vets Animal Clinic

700 71st Street
 Miami, FL 33141
 305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
 1666 Kennedy Causeway
 Suite 300
 Miami Beach, FL 33141
 (305) 756-7171

Printed: 02-01-16 at 10:21a
Date: 02-01-16
Account: 1840
Invoice: 13009

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
02-01-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
02-01-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
02-01-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **

Total charges, this invoice... -85.00
 **Total discount included: 193.00

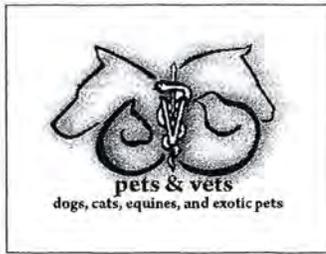
Your old balance... 2040.00
 Your new balance... 1955.00

Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS	Last done
01-31-19 Feline Rabies Vaccination, 3 Y	02-01-16

Pets & Vets Animal Clinic

700 71st Street
Miami, FL 33141
305-861-1113



INVOICE

FOR: Frank Rollason NORTH BAY VILLAGE
1666 Kennedy Causeway
Suite 300
Miami Beach, FL 33141
(305) 756-7171

Printed: 02-05-16 at 5:56p
Date: 01-11-16
Account: 1840
Invoice: 12751

Date	For	Qty	Description	Price	Discount	Price
Services by Javier D Andreu						
01-11-16	CATS	1	Stray cats spay/neuter program	65.00	116.15	-51.15 **
01-11-16		1	Feline Rabies Vaccination, 3 Year	25.00	44.68	-19.68 **
01-11-16		1	Revolution feline 5.1-15 lbs x 1 do	18.00	32.17	-14.17 **
Total charges, this invoice...						-85.00
**Total discount included: 193.00						
Your old balance...						<u>2125.00</u>
Your new balance...						2040.00

Your invoice total reflects our **Good Clients** discount.

Reminders for: CATS	Last done
02-04-19 Feline Rabies Vaccination, 3 Y	02-05-16

Both need to sign!

Jenorgen Guillen

From: Frank Rollason
Sent: Tuesday, May 03, 2016 12:12 PM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Subject: COMMISSIONER CHERVONY BACK-UP FOR CAT ITEM

Please place the below as more back-up for Commissioner Chervony's cat New Business Item.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

NORTH BAY VILLAGE CODE OF ORDINANCES ANIMAL RELATED ORDINANCES

§ 91.13 - Running at large prohibited. FINE = \$200.00

(A)

For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

At large. Off the premises of the owner, and not under the control, custody, charge, or possession of the owner, or other responsible person, either by leash, cord, or chain.

Dog. Includes both male and female.

Responsible party. Includes any person, persons, firms, corporations, or associations owning, harboring, keeping, or controlling a dog or dogs within the Village. Wherever the words *Owner* or *Person* are used in this section, these words shall mean *Responsible party*.

(B)

No responsible party owning or having possession, charge, custody, or control of any dog shall cause or permit or allow the dog to stray, run, be, go, or in any manner to be at large in or upon any public street, sidewalk, or park, or on private property of others without the express or implied consent of the owner of the private property.

(C)

Any responsible party who violates any of the provisions of this section shall be punished as provided for in [§ 91.99](#).
(Ord. 85-10, passed 8-13-85)

Cross reference— Penalty, [§ 91.99](#).

- picking up poop –
- § 91.03 - Excrement. FINE = \$200.00

- (A) It shall be unlawful for any person, firm, or corporation to allow or permit any dog or other animal to void excrement on any public or private property other than the property of the owner of such dog or other animal.
- (B) Dogs or other animals may be allowed or permitted to void excrement between the curbs of public streets of the Village provided that the owners of such dogs or other animals clean and remove such excrement after such dog or other animal has voided same.
- (C) No person shall permit such dog or other animal to unlawfully void excrement on private property or fail to clean and remove such excrement from public property after having been voided by such dog or other animal, after a warning from proper authority.

(1964 Code, § 4-4; Ord. 251, passed 4-16-73)

Cross reference— Penalty, [§ 91.99](#).

Jenorgen Guillen

From: Frank Rollason
Sent: Tuesday, May 03, 2016 10:45 AM
To: Jenorgen Guillen (JGuillen@nbvillage.com)
Subject: FW: Paul Vogel Park - Pull-Up / Dip Station

15E

FYI – back up for Dip Bars Item.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

From: Connie Leon-Kreps
Sent: Wednesday, March 23, 2016 9:16 PM
To: Frank Rollason; Yvonne Hamilton
Cc: Connie Leon-Kreps
Subject: Fwd: Paul Vogel Park - Pull-Up / Dip Station

Please
See how we can provide.
Place on agenda for discussion if a vote is needed.
Thank you

Sincerely,



Connie Leon-Kreps, Mayor

North Bay Village

1666 Kennedy Cswy- Suite 300

North Bay Village, Florida 33141

Cel. 786 877-1163

Tel: [305-756-7171](tel:305-756-7171) * Fax: [305-756-7722](tel:305-756-7722)

cleonkreps@nbvillage.com

<http://www.nbvillage.com/>

Begin forwarded message:

From: Sachin Bhandari <sachin.bhandari.msc@gmail.com>
Date: March 23, 2016 at 9:12:49 PM EDT
To: cleonkreps@nbvillage.com, rchervony@nbvillage.com,
ajackson@nbvillage.com, jgonzalez@nbvillage.com, elim@nbvillage.com
Subject: Paul Vogel Park - Pull-Up / Dip Station

To the North Bay Village City Commission,

I wanted to write to notify you about a glaring absence in Paul Vogel park on Harbor Island.

The park does not have a pull-up bar or a dip-station which may seem like a trivial detail, but actually is not for a space designated as a recreational / fitness area.

While I applaud the efforts of the commission to to create amenities for children and other fitness stations for older residents in the park, a pull up / dip station should absolutely be incorporated. Pull-ups and Dips (along with push-ups, squats, L-sits, and Rows) are a widely considered to be core body-weight exercises which people of all ages should attend to in order to maintain strength throughout their lifetime.

A pull-up / dip station, would take up almost no room in the park, and the cost of installing such a station would likely be on the order of ~\$1000 or so dollars. Well worth it for North Bay Village Residents.

Please consider directing the Parks Department to add a pull-up / dip station, to correct this glaring absence.

Thank you,

Sachin Bhandari
NB Village Resident

Free Shipping Over \$49*

Help



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- Kettlebells
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- How to Create a Functional Home Gym

Stamina Outdoor Fitness Power Tower



★★★★★ 4.8 (12 Reviews)

\$254.95

List Price: ~~\$499.00~~
You Save: \$244.05 (49%)

Free Shipping!

Ships by Tue (3/29)

Full Details Add to Cart ▶

Refine

Machine

1 - 17 of 17 results

Sort: Recommended

- Total Body Gym
- Lower Body Ma
- Power Packs (2)
- Upper Body Ma
- Power Towers (
- Cable Crossover Machines
- Core Machines
- Smith Machines



Stamina Outdoor Fitness Power Tower

★★★★★ (4.8)

12 Reviews | Q&As

Item Selection Summary

\$254.95

~~\$499.00~~ 49% OFF

Free Shipping

Ships by Tue (3/29)
Power Tower
28 lbs

Qty: 1
\$178.99 ~~\$208.99~~

Free Shipping

Add to Cart ▶

★★★★★ (6)

Save

♥ ✉ 📌 📧 📧



Ab Crunch Gym
by Yukon Fitness

\$329.99 ~~\$350.00~~

Free Shipping

★★★★★ (11)

Price

- Under \$250
- \$250 to \$500
- \$500 to \$1,000
- \$1,000 to \$1,500
- \$1,500 to \$2,500
- \$2,500 & Above

\$ 165 to 344 ▶

Resistance Type

- Weight Stack
- ✓ Body Weight
- Plate Load
- Power Rods



Brand

Marcy (2)

Body Solid (1)

Powertec

Powerline (1)

Bowflex (1)

See More >

Intended Use

Personal (14)

Commercial (1)

Color

x clear all

Functionality

Multi-Purpose (12)

Single Purpose (5)

Customer Rating

★★★★★ (5)

★★★★ & Up (13)

★★★ & Up (14)

All reviewed products (14)

Max. Resistance

Less Than 200 Lbs

200-300 Lbs (2)

300+ Lbs (1)

Number of Exercise Stations

1 (2)

7 or More (3)

4 (2)

2

6 (4)

5

3 (2)

Overall Height



7 in. to 126 in.

Overall Width



3 in. to 156 in.

1700 Power Tower
by Stamina
★★★★★
\$214.95 ~~\$250.00~~

Vertical Knee Power Tower
by Best Fitness
★★★★★
\$149.95 ~~\$214.95~~

180° Rotational Bodyweight Trainer
by CrossCore
★★★★★
\$149.95 ~~\$249.99~~



Outdoor Multi-Use Station
by Stamina

\$214.95 ~~\$350.00~~

Free Shipping

★★★★★ (1)



Powerline Vertical Power Tower
by Powerline

\$243.99 - \$258.99 ~~\$295.00~~

Free Shipping

★★★★★ (11)



Dip Station
by Body Solid

\$223.99 ~~\$313.00~~

Free Shipping

★★★★★ (17)



Semi-Recumbent Ab Bench
by Best Fitness

\$263.95 - \$274.95 ~~\$296.00~~

Free Shipping

★★★★★ (3)



Power Tower
by York Barbell

\$299.99 ~~\$300.00~~

Free Shipping

X Power Tower
by Stamina

\$199.00 ~~\$225.00~~

Free Shipping

★★★★★ (1)

CA-15 Power Tower
by Valor Athletics

Power Tower
by Marcy

Total Body Gym
by Bowflex

Outdoor Fitness Equipment (/outdoor-fitness-equipment) > Fitness Trail (/fitness-trail)

Pull Up & Dip Station

\$1,607

Description

Model: BYO-14031

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- [FAQs \(/faqs\)](#)
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CALL US TOLL FREE:

Call Today: 1 (800) 853-5316 (tel:+1 (800) 853-5316)

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<http://www.bbb.org/north-east-florida/business-reviews/playground-equipment/byo->



North Bay Village

15F

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

DATE: May 2, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Members to the Business Development Advisory Board and the Citizens Budget & Oversight Board

It is recommended that the Village Commission consider the appointments of the following residents to the Citizens Budget & Oversight Board and the Business Development Board.

Citizens Budget & Oversight Board Applicants:

1. Carlos G. Rodriguez, 7421 Center Bay Drive
2. Mary Kramer, 7610 Coquina Drive

This is a five-member Board, which currently has three members:

1. Temante Leary, Harbor Island
2. Keir Rocha, Harbor Island
3. Jeff Schweiger, North Bay Island

Pursuant to Section 32.72 of the North Bay Village Code, the Board shall be composed of one member from North Bay Island, one member from Harbor Island, and one member from Treasure Island. Additionally, applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four years' experience.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Only one of the applicants can be selected, since we do not have a representative from Treasure Island.

Business Development Advisory Board Applicants:

1. Jose R. Alvarez, 7610 Coquina Drive
2. Carlos G. Rodriguez, 7421 Center Bay Drive

This Board shall consist of five members, who may reside at any location within the Village. The current members are: Developers Miguel Barbagallo and Scott Greenwald and Resident Kokoa Woodget.

Attachment: Advisory Board Applications/Regulations



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME CARLOS G. RODRIGUEZ DATE 4/9/2016
 MAILING ADDRESS 7421 CENTER BAY DR, NBV 33141
 EMAIL CGRP1812@GMAIL.COM
 TELEPHONE # 305.978.1019
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 2
 BUSINESS OWNER: YES NO PAST OR PRESENT PRESENT
 NAME AND ADDRESS OF BUSINESS MONTESSORI TUTORING CENTER LLC
- CGRP LLC

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N.A.

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|-------------------------------------|----------------------------------|--------------------------|
| ANIMAL CONTROL ADVISORY COMMITTEE | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input checked="" type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input checked="" type="checkbox"/> | | |

- ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
- HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
- HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
- ARE YOU A REGISTERED VOTER? YES NO
 (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

- COMMERCIAL & INTERNATIONAL BANKER - 25+ YRS
- MEMBER GREATER MIAMI CHAMBER OF COMMERCE
- BOARD MEMBER FLORIDA INTERNATIONAL BANKERS ASSOC.
(FIBA)
- GUARDIAN AD LITEM VOLUNTEER

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

AS LONG TERM BANKER & MEMBER OF MULTIPLE COMMITTEES
IN BANKING, I HAVE BEEN IN BUSINESS DEVELOPMENT DOMESTICALLY
& INTERNATIONALLY & IN CHARGE OF LARGE DEPARTMENTS
WITH RESPONSIBILITIES OVER, GOALS & BUDGET RESTRAINTS
& HUMAN RESOURCES. MBA - Banking Finance

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

Mayor	Vice Mayor	Commissioner	Commissioner	Commissioner
Connie Leon-Kreps	Jorge Gonzalez	Dr. Richard Chervony	Andreana Jackson	Eddie Lim



North Bay Village

Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel (305) 756-7171 Fax (305) 756-7722 Website www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Mary Kramer DATE 4-4-16

MAILING ADDRESS 7610 Capina Dr. NBV 33141

EMAIL mary@marykramerlaw.com

TELEPHONE # 305 374-2300

VILLAGE RESIDENT: YES X NO _____ HOW MANY YEARS 4

BUSINESS OWNER: YES X NO _____ PAST OR PRESENT not in NBV

NAME AND ADDRESS OF BUSINESS Mary E. Kramer P.A., Attorney

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? n/a

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE
- ARTS, CULTURAL & SPECIAL EVENTS BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD
- COMMUNITY ENHANCEMENT BOARD
- PLANNING & ZONING BOARD
- YOUTH & EDUCATION SERVICES BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES X NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO X

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO X

ARE YOU A REGISTERED VOTER? YES X NO _____
(Attach copy of Voter Registration Card) → lost

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I am an attorney. I am the former chapter chair of the S. Florida American Immigration Lawyers Assoc. a 800 member voluntary Bar Association. I am the current President of the Board of Catholic Legal Services, a non-profit legal service agency. I have chaired many government liaison committees. I am chair of the Archbishop charity and Development Drive

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I believe in community, friendship, volunteerism, at Annunciation Catholic Church. I am very accustomed to leading and serving on boards and committees. This includes government liaison committees, board work, and fundraising.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

Serve on board of directors Office Condo

Mavor Vice Mavor Commissioner Commissioner Commissioner

Association, as Secretary, Page 365

2015 Short Bio Kramer

Mary Kramer is the author of *Immigration Consequences of Criminal Activity: A Guide to Representing Foreign-Born Defendants*, now in its sixth edition, and available at aila.org. She is the 2015 recipient of the Edith Lowenstein Award, an American Immigration Lawyers Association National award for excellence in advancing the practice of immigration law. Mary is past-president of the AILA South Florida Chapter, and a past-chair of the Immigration and Customs (ICE) National Liaison Committee. Last year, she served on the State Department Liaison Committee, and this year, is a member of the EOIR (Immigration Courts) Liaison Committee. Locally, she serves as Enforcement and Removal (ERO) co-chair. Mary is president of the board of directors of Catholic Legal Services, the largest immigration legal services provider in Florida. She is a former trainer of federal public defenders, and taught immigration law at Florida International University. A graduate of the College of Saint Benedict in Minnesota (cum laude) and the University of Wisconsin-Madison Law School, Mary is a member of the Florida and Wisconsin Bars, as well as the Southern District of Florida, the Eleventh Circuit Court of Appeals and the U.S. Supreme Court. Conversant in Spanish, Mary has been in private practice for 23 years in Miami, Florida.

Outside of immigration law, Mary is the ABCD chair for Annunciation Catholic Church, and has raised over \$30,000 for the annual Archbishop drive every year for the last three years. She is former Chair of the Florida Bar Grievance (ethics) Committee. She also serves on the Board of Directors of her office building's Condominium Association. Prior to practicing immigration law, Mary worked in the City Attorney's Office in Madison, Wisconsin, with a focus on prosecution and building and zoning.

Yvonne Hamilton

From: mary@marykramerlaw.com
Sent: Tuesday, April 26, 2016 9:23 AM
To: Yvonne Hamilton
Cc: Frank Rollason; jose@marykramerlaw.com
Subject: board / committees

Good morning Yvonne,

A couple of weeks ago Jose and I sent applications for service on NBV boards. I asked for P&Z and Budget and we both asked for Budget.

I have heard that P & Z may be full already with no seat available. For this reason, Jose and I discussed our applications for committee / board volunteer work.

Could you switch Jose's application over to Business Development?

And I would ask to be on Budget.

I can wait-list for P & Z.

Please confirm and thank you so very much--
Mary

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North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel (305) 756-7171 Fax (305) 756-7722 Website www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME JOSE R ALVAREZ DATE 4-4-16

MAILING ADDRESS 7610 Coquina Dr.

EMAIL JOSE@MARYKRAMERLAW.COM

TELEPHONE # (305) 632-9506

VILLAGE RESIDENT: YES NO

HOW MANY YEARS 4

BUSINESS OWNER: YES NO

PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE
- ARTS, CULTURAL & SPECIAL EVENTS BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD
- COMMUNITY ENHANCEMENT BOARD
- PLANNING & ZONING BOARD
- YOUTH & EDUCATION SERVICES BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO
(Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

FUND RAISING AT CHURCH, SOCCER COACH, CONDOMINIUM ASSOCIATION

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

BECAUSE I CARE DEEPLY ABOUT MY COMMUNITY.
* See Attached Statement *

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

Mavor Vice Mavor Commissioner Commissioner Commissioner

Jose Alvarez is originally from Colombia and is bilingual in Spanish and English. He has a long history of volunteerism, including fundraising work for Annunciation Church, and as a youth soccer coach. He has been a member of the board of his (office) condominium association. He has been a donor and fundraiser for Annunciation Church, Belen Jesuit, and Catholic Legal Services. Mr. Alvarez has managed the law offices of Mary Kramer for 25 years, including all aspects of financial and business administration. Mr. Alvarez has travelled extensively and has a good understanding of different cultures and opinions. He enjoys meeting new people and helping with any worthy community cause.

members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chair shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board may designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.76 Meetings; quorum; voting period.

(A) The Citizens Budget and Oversight Board shall hold regular monthly meetings, unless the Board chooses not to meet in a particular month, at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board by postal mail or by email three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.77 Powers and duties.

(A) The Citizens Budget and Oversight Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to delivery of the following services:

- (1) Examine and analyze the budget.

- (2) Hold monthly meetings as needed.
- (3) Present reports to the Commission indicating whether the expenditures match those promised during the bond campaign.
- (4) Review the annual performance audit to analyze whether the Bond funds have been expended only for the specified project.
- (5) Examine, analyze, and make recommendations on the preliminary budget to the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

BUSINESS DEVELOPMENT ADVISORY BOARD

§ 32.78 Establishment.

A Business Development Advisory Board is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.79 Composition.

There is hereby created the North Bay Village Business Development Advisory Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in § 6.01 of the Charter.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.80 Qualifications.

The members of the Business Development Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms

of office, residents of the Village and shall have been a resident of North Bay Village for a minimum of two years.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.81 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.82 Vacancy.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.83 Power and duties.

The Business Development Advisory Board shall be charged with the following duties:

- (1) Appoint its own chair and vice-chair;
- (2) Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
- (3) Provide monthly written reports containing its activities and recommendations concerning the economic development of the Village, including but not limited to, the existing business environment in the Village and what measures the Commission and Village staff may take to attract businesses to the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.84 Officers.

The Business Development Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of

the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission monthly.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.85 Meetings; quorum; voting period.

(A) The Business Development Advisory Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

SPECIAL NEEDS ADVISORY BOARD

§ 32.86 Created.

A Special Needs Advisory Board (the "Board") is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 2015-001, § 2, 1-13-15)

practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.
(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.71 Powers and duties.

(A) The Youth and Education Services Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the needs of the children and youth in the community including:

- (1) Recreation and park planning activities.
- (2) Physical components of outdoor and indoor leisure, cultural and recreational activities.
- (3) To advocate for the needs and involvement of the Village's children and youth in the community.
- (4) To promote the exchange of ideas and resources in order to better meet the needs of the children and youth in the Village.
- (5) To provide input and ideas as to educational programs and initiatives that affect the Village youth, including but not limited to the Treasure Island Elementary IB Program.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

CITIZENS BUDGET AND OVERSIGHT BOARD

§ 32.72 Citizens Budget and Oversight Board.

A Citizens Budget and Oversight Board is hereby created which shall be composed of five

members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. All members shall be appointed as provided in Section 32.02. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island, and two at-large members. (Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.73 Qualification of members.

The members of the Citizens Budget and Oversight Board shall be appointed and shall be qualified electors of the Village as defined in the Charter. Qualified electors shall also be and remain during their respective term of office, residents of the Village and the geographic area they represent. Applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four years' experience.
(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.74 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission, for a term of two years concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Board members shall be appointed as soon as possible after new Commissioners are sworn in to office. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member, based on the original appointment process.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.75 Officers.

The Citizens Budget and Oversight Board shall annually, each by majority vote, elect one of its

members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chair shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board may designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings.

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(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

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(Ord. No. 2014-06, § 2, 7-8-14)

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MONTHLY STAT REPORTS