

**IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

**JERILYN KOBRICK,
Individually**

CASE NO.: 2025-007621-CA-01

Plaintiff,

vs.

**THE VILLAGE OF EL PORTAL,
a Florida Municipal Corporation,
THE LAUNCH AT LITTLE RIVER,
LLC. a Florida Limited Liability
Company.**

Defendants.

_____ /

**AMENDED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE RELIEF**

The Plaintiff, JERILYN KOBRICK (the “Plaintiff”), by and through the undersigned counsel, sues the Defendant, VILLAGE OF EL PORTAL, a Florida municipal corporation (the “Village”), and THE LAUNCH AT LITTLE RIVER, LLC. (the “Developer”), and alleges as follows:

JURISDICTION AND PARTIES

1. The Plaintiff brings this action against the Village pursuant to Section 163.3243, Fla. Stat., and 163.3215(3) Fla. Stat. and 86.011 Fla. Stat. which authorizes injunctive and other relief.

2. Plaintiff, JERILYN KOBRICK, (hereinafter referred to as “Plaintiff”), is an individual, sui juris, and is a resident of Miami-Dade County, Florida.

3. Defendant, the Village, is a municipal corporation of the State of Florida located in Miami-Dade County, Florida.

Gastesi, Lopez, Mestre, and Cobiella PLLC
8105 N.W. 155 Street, Miami Lakes, Florida 33016

4. Defendant, the Developer, is a Florida Limited Liability Company.

5. Venue is proper in Miami-Dade County, Florida because the challenged actions occurred within Miami-Dade County, Florida.

FACTS

6. On December 10, 2024, the Village approved a site plan application authored by the “Developer for the construction of a mixed-use building on 8300, 8316, 8356 & 8358 NE 4th Place, El Portal, FL 33138 (hereinafter the “Project”).

7. The Project is situated 171 feet from the Plaintiff’s real property, located at 400 NE 85th St, El Portal, FL 33138. A true and correct copy of the survey detailing the distance between the project and Plaintiff’s home is attached hereto as **Exhibit “A.”**

8. The Project identifies six (6) parcels by specific folio numbers, located at 8300, 8316, 8350, 8356, 8358 NE 4 Place, El Portal, FL. The Project contemplates an eight (8) story, mixed-use structure, including two (2) levels of bonus height for the structure; with no less than one hundred and fifty-two (152) units; approximately 2,636 square feet of commercial space; and no less than one hundred ninety-three (193) parking spaces. The site includes the Little River canal edge where multiple native specimen fig trees (*Ficus aurea*, *Ficus citrifolia*) were among seven trees approved for removal. Several figs have already been cut; two remain standing under a temporary stay. Portions of the old seawall have degraded, and in places the natural bank and vegetation (including fig roots) have re-established — conditions the Comprehensive Plan and Code seek to preserve where feasible.

9. Village Code Section 24-B.17, provides that Zone 5 projects that are less than a 250 feet distance from Zone 3 residences can be no less than two (2) stories and no greater than four (4) stories.

10. Village Code Section 24-B.21(b) specifically provides that “a bonus height” [two additional stories] is not allowed in projects that are located closer than 250 feet from Zone 3.

11. Despite this, the Project, approved by the Village, provides the Developer with authority to build a six (6) story building, with the opportunity to build two (2) additional stories, provided they provide a **public benefit to the Village**. Village Code Section 24-B.21(c) specifies that any proposed bonus height shall be permitted in exchange for contribution to the Village for the following public benefits:

- a. Public Parks and Open Space, and Civic Space or Civil Support space and for such other lawful purposes, including, but not limited to, policing, water and sewer improvements, roadway and infrastructure improvements, as may be reasonably related to new residential development occurring within the Village boundaries and for such other lawful purposes, including, but not limited to, policing, water and sewer improvements, roadway and infrastructure improvements, as may be reasonably related to new residential development occurring within the Village boundaries.

12. Accordingly, on March 25, 2025, the Village, in exchange for the sum of Seven Hundred Thirty-Three Thousand Dollars (\$733,000), considered a development agreement with the Developer which provided for two additional stories. A true and correct copy of the Development Agreement and Resolution approving the Development Agreement are hereby attached as Composite **Exhibit “B.”**

13. During both the October 2024 Village Planning and Zoning Meeting and the December 10, 2024, Village Council Meeting, prior to approving the Development Agreement on first reading, the Village's Council considered public comments, which included those from the Plaintiff's son, Scott Kobrick, concerning the Project's height and encroachment onto Plaintiff's property located in Zone 3.

14. On January 28, 2025, the Village Council considered substantial testimony from various members of the public, which included the Plaintiff's son, Scott Kobrick; residents; activists; and environmental experts. Despite the overwhelming evidence regarding the Development Agreement's incompatibility with the Village's Code and Comprehensive Plan, the Village Council affirmatively approved the Development Agreement.

15. Florida Statutes Sections 163.3220 through 163.3243, referred to as "The Florida Development Agreement Act" sets forth a statutory framework for municipalities to consider development agreements, provide for due process, and allow an aggrieved party to seek injunctive relief.

16. Florida Statute Section 163.3243 provides that an aggrieved party, as defined in Florida Section 163.3215(2), who has been adversely affected by the adoption of a development order may seek injunctive relief.

17. Florida Statute Section 163.3215(2) defines an aggrieved party as any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. Additionally, the

alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons.

18. The Village's adoption of the Development Agreement unlawfully allows for the Project to be built as an eight-story structure that encroaches in excess of seventy (70) feet of the permitted distance into Zone 3.

19. As described in **Exhibit "A,"** the Plaintiff's property is situated one hundred seventy-one (171) feet from the edge of the Project (approximately 222 feet from the principal building at Plaintiff's property; 171 feet measures to property line).

20. If allowed to proceed, the building will cause the Plaintiff irreparable harm, including obstructed views, diminished environmental aesthetics, increased traffic, and incompatible density. The Little River and its banks function as an ecosystem providing canopy, wildlife habitat, and climate resiliency benefits. The removal of native figs and alteration of the canal bank adjacent to Plaintiff's property impairs her use, enjoyment, and protection of that property in ways distinct from the public generally. Loss of mature native figs is irreparable because they cannot be replaced in kind within our lifetimes.

21. Additionally, Ordinance 2017-01 Village Comprehensive Plan, adopted on April 17, 2017, encourages that projects built in Zone 5 provide for open spaces, parks, and allow residents to view the river. A true and correct copy of Ordinance No. 2017-01 is attached hereto as Composite **Exhibit "C."**

22. Specifically, Ordinance 2017-01 of the Village of El Portal Comprehensive Plan expressly encourages that any redevelopment of the Little Farm Trailer Park site, located within Zone 5, include provisions to enhance the scenic view of the Little River Canal and to encourage

public access through the incorporation of open space, civic space, or park space. (See Recreation and Open Space Element, Policy 1.1.2, Ordinance No. 2017-01, adopted Apr. 25, 2017).

23. Zone 5, as defined in the Village Design Guidelines and referenced in Village Code, is located along the Little River corridor, which is the specific geographic focus of Ordinance 2017-01.

24. Ordinance 2017-01 reinforces and legally underpins the goals of Zone 5 by expressly encouraging that any development in the area preserves and enhances views of the Little River; includes open space, civic space, or parks; follows design principles focused on community integration and environmental stewardship; and ensures public access to the riverfront.

25. As a result, any project in Zone 5 that obstructs the view of the river, fails to provide open/public space, or disconnects the neighborhood from the river would violate both the intent of Zone 5 and the binding provisions of Ordinance 2017-01.

26. The Project, as approved, impacts the Plaintiff and Village residents view and enjoyment of the river, and deprives the residents of open spaces and parks, a violation of the Village's Comprehensive Plan. A true and correct copy of the Village's Comprehensive Plan is attached hereto as **Exhibit "D."**

27. The Village's action in approving the Project violates multiple provisions of the Village's Comprehensive Plan, which mandates compatibility of new development with adjacent residential uses (Future Land Use Element, Objective 1.2, Policy 1.2.1); Protection of neighborhood character and scenic resources including the Little River Canal (Community Design Element, Objective 1.2, Policies 1.2.1–1.2.7; Coastal Management Element, Objective 1.2); and Limitation of density and height adjacent to low-density zones (Future Land Use Element Policy

1.7, Policies 1.7.1–1.7.2; Coastal Management Element Objective, 1.4, Policy 1.4.4 and Objective 1.6, Policy 1.6.1).

28. During the December 10, 2024, Village Council Meeting, the Plaintiff’s son, Scott Kobrick raised multiple concerns about Village Code violations, including insufficient pervious surface area and environmental concerns under Section. 24-19 of the Village’s Code regarding Little River as an environmentally sensitive area. (Appendix Pages). **Importantly**, the Plaintiff’s son advised the Village Council that the Project within 250 feet of Z3 and pursuant to Section 24-B.17 the Project would be in direct violation of the Village Code due to the existence of residential properties which would be located within 250 feet of the proposed development. See **Exhibit “A.”**

29. During the January 28, 2025, Village Council Meeting, the Plaintiff’s son once again raised concerns regarding noncompliance with the Village Code and stated that he received no substantive response from the Village attorney. Specifically, Plaintiff’s son articulated issues with the Village’s Code and insufficient documentation in the site plan process.

30. In February of 2025, the second reading of the Agreement was deferred to the March 2025 Village Council Meeting.

31. The Agreement is subject to the Florida Local Government Development Agreement Act (Fla. Stat. Sections 163.3220–163.3243) and Article VIII, Section 24-B.21 of the Village’s Code, governs the rights and obligations related to a proposed mixed-use development project on certain parcels within the Village. Specifically, the Agreement establishes terms under which the Developer is permitted to construct a mixed-use residential project at multiple parcels located on NE 4 Place in El Portal, Florida, pursuant to the Florida Local Government Development Agreement Act and the Village’s Form-Based Code.

STANDING

32. Under Section 163.3243, Fla. Statute any party or aggrieved or adversely affected person as defined in Section 163.3215(2) may file an action for injunctive relief in the circuit court where the local government is located to enforce the terms of a development agreement or to challenge compliance of the agreement.

33. Plaintiff is an aggrieved or adversely affected party as defined in Section 163.3215(2), Fla. Stat., in that the Plaintiff will suffer adverse impacts to interests furthered and protected by the Village's Comprehensive Plan and Code. The Plaintiff's interests that are otherwise protected or furthered by the Village's Comprehensive Plan and Code will be adversely impacted by the approval of the Agreement, as approved. These interests include, but are not limited to, interests related to compatibility, densities, and intensities of development, including the methodologies for calculating densities and intensities in a mixed-use project, traffic, noise, safety, buffering, climate resilience, sustainability, flood protection, and the provisions to enhance the scenic view of the Little River Canal.

34. Chapter 163, Part II, Florida Statutes, the Local Comprehensive Planning and Land Development Regulation Act (hereinafter the "Local Comprehensive Planning Act"), requires each local government in Florida adopt a local comprehensive plan that contains mandatory elements and implementing objectives and policies that address important issues such as land use, traffic circulation, conservation, coastal zone management, and the adequacy of facilities and infrastructure.

35. After a local government has adopted its comprehensive plan, the Local Comprehensive Planning Act requires that all actions taken by the local government in regard to

development orders must thereafter be consistent with the adopted local comprehensive plan.
Section 163.3194(1)(a), Fla. Stat.

36. Section 163.3194(3), Fla. Stat., defines “consistency” as follows:

- a. A development or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.
- b. A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, or other aspects of the development are compatible with or further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

37. This statutory requirement ensures that all development and actions related to development orders by governmental agencies strictly comply with the adopted comprehensive plan. *Id.* Specifically, development actions that deviate from the comprehensive plan are considered unlawful, as they undermine the legislative intent to maintain consistency and prevent arbitrary or unplanned development. See Citrus Cty. v. Halls River Dev., Inc., 8 So. 3d 413, 421 (Fla. Dist. Ct. App. 2009).

38. These requirements reflect the legislature’s intent to ensure that local governments exercise their planning and zoning powers within the limits imposed by the comprehensive plan.

39. Whether a proposed development project is consistent with a local comprehensive land use plan and all of its elements is reviewed under the statutory requirements of the Development Agreement Act. Fla. Stat. Section 163.3229.

40. The Local Comprehensive Planning Act provides for citizen enforcement of the consistency requirement. Section 163.3215(3), Fla. Stat., provides that “any aggrieved or adversely affected party” may bring a civil action for declaratory, injunctive or other relief against a local government to “challenge any decision of such local government granting or denying an application for, or to prevent such local government from taking any action on, a development order ... which materially alters the use or density or intensity of use” on a piece of property in a manner that is not consistent with the adopted local comprehensive plan.

41. A development agreement is distinct from a development order under Florida law. Combs v. City of Naples, 834 So. 2d 194, 196 (Fla. Dist. Ct. App. 2002) (holding that the Development Agreement Act (Section 163.3243) does not incorporate the condition precedent provision of Section 163.3215, and the plaintiffs had standing to challenge the agreement’s compliance with the comprehensive plan).

42. In this case, Plaintiff will imminently suffer a special injury due to the approved Project encroaching upon her property and diminishing the scenic view and enjoyment of the Little River Canal as required by the Village Comprehensive Plan.

43. The approved mixed-use development project is located 171 feet from Plaintiff’s property located at 400 NE 85th St, El Portal, FL 33138. The Plaintiff’s property is within Zone 3, which is subject to specific height restrictions under the Village Code previously mentioned. The project violates these restrictions by allowing bonus height within 250 feet of Zone 3 properties.

44. Specifically, the project violates Village Code Sections 24-B.17 and 24-B.21(b), which limit the height of developments within 250 feet of Zone 3 properties. Additionally, the project fails to comply with the Village's Comprehensive Plan, which mandates open spaces, parks, and scenic views of the river for residents. These violations adversely affect Plaintiff's property, and interests protected under the Comprehensive Plan.

45. The project's approval and potential construction will cause irreparable harm to Plaintiff by encroaching on her property, violating zoning regulations, and diminishing her property's value and enjoyment. This harm is specific to her property and exceeds the general interest shared by the community.

46. Therefore, the above-mentioned factors collectively establish that Plaintiff has suffered a special injury distinct from the general public due to the project's approval and its non-compliance with local regulations and plans.

**VIOLATIONS OF THE COASTAL MANAGEMENT ELEMENT
OF THE VILLAGE OF EL PORTAL COMPREHENSIVE PLAN**

47. The Village's approval of the Development Agreement with the Developer violates multiple binding provisions of the Coastal Management Element of the Village of El Portal Comprehensive Plan, including Objective 1.1, Policy 1.1.1, Objective 1.2, and Objective 1.3. These violations render the Development Agreement inconsistent with the Comprehensive Plan, in contravention of Section 163.3194, Fla. Stat., and subject to injunctive relief under Section 163.3243, Fla. Stat.

48. Objective 1.1 of the Coastal Management Element expressly provides that "growth that occurs in the Village does not damage or degrade the Little River Canal, but rather, protects human life and limits public expenditures in vulnerable areas." The Development Agreement

authorizes a high-density, eight-story mixed-use development located directly adjacent to the Little River Canal, within a known environmentally sensitive area. The increased scale and density of the Project poses a heightened risk of environmental degradation and flood vulnerability, without adequate mitigation measures. This approval conflicts with the Village's obligation to direct growth away from vulnerable and sensitive waterfront zones.

49. Policy 1.1.1 of the Coastal Management Element requires the Village to "retain the limited natural waterfront stretch on the Little River Canal." The Project fails to retain or preserve the natural waterfront character of the area. Rather than safeguarding the canal's ecological and scenic qualities, the Project introduces an intensive urban form that obstructs visual access to the waterway and introduces substantial impervious surface area, thereby impairing the natural condition of the waterfront.

50. Objective 1.2 mandates that the Village "improve the existing scenic view, and attempt to create public access to the Little River Canal shoreline wherever possible." The Development Agreement does not contain enforceable provisions to provide public access along the waterfront or to enhance scenic views for nearby residents. On the contrary, the proposed building height and massing will obstruct existing views of the river from surrounding properties, including the Plaintiff's property, located approximately 171 feet away. The Project thereby frustrates the Comprehensive Plan's goal to expand community access to the Little River Canal.

51. Objective 1.3 of the Coastal Management Element requires that development projects "improve the environmental quality of the Little River Canal" and mandates compliance with the 2019 Stormwater Master Plan. There is no indication that the Project's stormwater design satisfies the Master Plan's standards for water quality preservation, nor has the Village required specific environmental mitigation measures to avoid degradation of the receiving water body. By

approving the Project without ensuring these environmental protections, the Village has failed to comply with Objective 1.3 and related policies.

52. Furthermore, the Development Agreement independently violates the Coastal Management Element and is also inconsistent with additional binding provisions of the Comprehensive Plan. Objective 1.1 requires retention of the limited natural waterfront stretch of the Little River Canal. Policy 1.1.1 requires preservation of the natural canal banks to further marine and wildlife habitat. Objective 1.2 directs protection and enhancement of natural resources. Policy 1.4.1 requires that development approvals incorporate hazard mitigation and resilience planning consistent with the County's Stormwater Master Plan. Policy 1.5 further directs reliance on the Little River Adaptation Action Area Plan.

53. Therefore, the Development Agreement is inconsistent with the elements of the Village's Comprehensive Plan and was approved in violation of Sections 163.3194 and 163.3243, Fla. Stat. Because the Agreement materially alters the use, density, and intensity of property in a manner inconsistent with the Comprehensive Plan, it is invalid and subject to judicial enforcement and injunctive relief.

COUNT I
DECLARATORY RELIEF

54. Plaintiff reaffirms and realleges paragraphs numbered 1 through 52 as set forth above.

55. This action seeks enforcement of Village's Code which the Village violated in granting approval of the Development Agreement for the Launch at Little River project.

56. In accordance with Fla. Stat. Section 86.011 and Fla. Stat. Section 163.3215 (3), this Court has the right to declare rights, status, and other equitable or legal relations whether or

not further relief is or could be claimed. The Court has the authority to render declaratory judgments on the existence or nonexistence of: (a) any immunity, power, privilege, or right; or of (b) any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future.

57. There is (i) a bona fide, actual present need for a declaration regarding Plaintiff's residence, (ii) which deals with present and ascertainable facts and (iii) presents controversy as to a state of facts and law, as detailed above and Plaintiff's rights are dependent upon such facts and the law applicable to such facts, and (iv) the Plaintiff and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this lawsuit and the development of the Project, (v) all persons with an adverse and antagonistic interest are before the Court; and (vi) the declaration sought does not amount to mere legal advice.

58. Plaintiff has a legally cognizable interest—specifically, her right to enforcement of the zoning code and Comprehensive Plan and protection from incompatible development per Section 163.3215(2), Fla. Stat.

59. Under the facts outlined above, Plaintiff is entitled to a declaratory judgment that the Agreement is void as being violative of Sections 24-B.17 and 24-B.21 of the Village's Code; specifically, with regard to the Plaintiff's residence located 400 NE 85th St, El Portal, FL 33138; as well as the Comprehensive Plan.

60. Plaintiff has complied with all conditions precedent and necessary to maintaining this action, or they have otherwise been waived or satisfied.

61. WHEREFORE, Plaintiffs respectfully requests that this Court enter final judgment in favor of Plaintiff declaring that the Development Agreement is violative of the Village Code and Comprehensive Plan, and granting such further relief as this Court deems just and proper.

COUNT II
INJUNCTIVE RELIEF

62. Plaintiff reaffirms and realleges paragraphs numbered 1 through 52 as set forth above.

63. Pursuant to Fla. Stat. Section 163.3243 and Fla Stat. Section 163.3215 injunctive relief is available to have this Court declare void the official act done, the approval of the Development Agreement Act (i.e., approving a development agreement that violates the Village Code) and enjoin the development of the Project as set forth in the Development Agreement.

64. In order to obtain an injunction, a party must meet a four (4) part test.

65. In this matter the Plaintiff has: (1) a substantial likelihood of success on the merits; and (2) lacks an adequate remedy at law; and (3) will suffer irreparable harm absent the entry of an injunction; and (4) the injunctive relief will serve a public interest.

66. Under Section 163.3231 of the Development Agreement Act, a development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.

67. The Village, acting through the Village Council, is in violation of the mandatory provisions of the Development Agreement Act pursuant to Section 163.3231, by failing to comply with the Village Comprehensive Plan.

68. Furthermore, under Section 163.3227(g) of the Development Agreement Act, a proposed or permitted development agreement must be consistent with the local government's comprehensive plan and land development regulations.

69. In this instant case, the Village ignored the mandatory provisions of the Development Agreement Act, Fla. Stat. Section 163.3227(g), by failing to comply with Village Code Sections 24-B.17; 24-B.19; and 24-B.21(b).

70. Thus, by approving the Development Agreement, the Village violated both its own Comprehensive Plan and Village Code.

71. As a result of the Village's refusal to adhere to the requirements of the Village's Comprehensive Plan and Village Code the Development Agreement is invalid.

72. As mentioned, the Project will cause irreparable harm to the Plaintiff as it encroaches upon her property in violation of Village Code.

73. The irreparable injury cannot be remedied by money damages

74. Furthermore, and of great importance to public interest, the Project will cause irreparable harm to Village's residents as it diminishes the scenic view and enjoyment of the Little River Canal as required by the Village Comprehensive Plan.

75. Under the facts outlined above, Plaintiff meets the criteria for injunctive relief; specifically:

- i. Likelihood of Success: Village's approval is contrary to its zoning code and Comprehensive Plan;
- ii. Irreparable Harm: Loss of scenic river view, decrease in property value, and disruption to the residential character are not compensable by monetary damages;

- iii. Inadequate Remedy at Law: No legal remedy other than injunctive relief exists; and
- iv. Public Interest: Preserving zoning integrity and preventing unlawful density benefits Village residents.

WHEREFORE, the Plaintiff respectfully requests that this Court enter an Order declaring the Development Agreement executed on March 25, 2025 void as it fails to comply with the provisions of Florida's Local Government Development Agreement Act; Grant a temporary injunction enjoining the Developer from proceeding with any and all construction and development activities on the project and site; Grant a permanent injunction which permanently enjoins the Developer from construction of the project as approved in the Development Agreement and Site Plan; and granting such other relief as the Court deems is reasonable and proper.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Executed this day, September ___, 2025.

JERILYN KOBRICK

Signed this _____ day of September 2025.

Respectfully Submitted,

GASTESI LOPEZ MESTRE, & COBIELLA PLLC.

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Miami Lakes, FL 33016

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Raul Gastesi, Jr., Esq.

FBN 825778

Lorenzo Cobiella, Esq.

FBN 65881

EXHIBIT A

Gastesi Lopez Mestre & Cobiella PLLC
8105 N.W. 155 Street, Miami Lakes, Florida 33016

EXHIBIT B

Gastesi Lopez Mestre & Cobiella PLLC
8105 N.W. 155 Street, Miami Lakes, Florida 33016

VILLAGE OF EL PORTAL, FLORIDA

RESOLUTION NO. 2025-03

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EL PORTAL, A FLORIDA MUNICIPAL CORPORATION, AND THE LAUNCH AT LITTLE RIVER, LLC; PROVIDING FOR FINDINGS, PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application dated July 5, 2023 was submitted by The Launch at Little River LLC for site plan approval for construction of multi-family residential located at 8300, 8316, 8356 and 8358 NE 4th Place; and

WHEREAS, the lot is located in Zone 5 — Urban Center Zone of the Village of El Portal; and

WHEREAS, on October 10, 2024, the Planning and Zoning Committee conducted a Public Hearing to consider the application and input from interested parties; and

WHEREAS, the Planning and Zoning consultants provided a report and presentation related to the site plan and outlined considerations associated with the property; and

WHEREAS, the Planning and Zoning consultants recommended approval of the multi-family residential site plan based on findings and the request being consistent with zoning requirements; and

WHEREAS, the Planning and Zoning Committee considered the recommendation of the Planning and Zoning consultants and, upon conclusion of the Public Hearing, voted to recommend the approval of the site plan to the Village Council; and

WHEREAS, on December 10, 2024, a second Public Hearing was held before the Mayor and Village Council to consider the application, and interested parties were allowed to comment; and

WHEREAS, the Village Council of the Village of El Portal approved the requested multi-family residential site plan by Resolution No. 2024-50; and

WHEREAS, among the conditions of approval was that the parties enter into a Development Agreement and that the developer thereafter comply with the Development Agreement; and

WHEREAS, the Village hereby finds the Development Agreement between the Village and The Launch at Little River, LLC attached hereto as Exhibit A and made a part of this Resolution, to be in the best interest of the Village.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, THAT:

Section 1: The above recitals are true and correct and incorporated herein by reference.

Section 2: The Village of El Portal hereby approves and adopts the Development Agreement between the Village and The Launch at Little River, LLC attached hereto as Exhibit A.

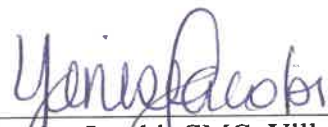
Section 3: The Village Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 4. Effective Date.

This resolution shall take effect immediately upon adoption. Pursuant to Florida statutes this resolution must be considered and approved at two meetings.

PASSED AND ADOPTED by the Village Council of the Village of El Portal, Florida, this 25 day of March, 2025.


Omarr C. Nickerson, Mayor

ATTEST: 
Yenise Jacobi, CMC, Village Clerk

Approved as to form and legal sufficiency:
Greenspoon Marder LLP

By: 
Joseph S. Geller, Esq.

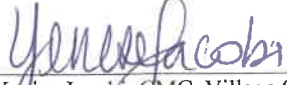
Vote: Motion: Martin Vice Mayor 2nd: C. Winters Councilperson

Councilperson Lightfoot-Ward:	☐ (Yes)	☐ (No)
Councilperson Urbom:	☒ (Yes)	☐ (No)
Councilperson Winters	☒ (Yes)	☐ (No)
Vice Mayor Martin	☒ (Yes)	☐ (No)
Mayor Nickerson:	☒ (Yes)	☐ (No)



I, Yenise Jacobi, CMC, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2025-__ adopted on March 25 2025, as shown in the Official Records of the Village of El Portal, Miami-Dade

County, Florida. Given under my hand and seal,
this 25 day of March, 2025.


Yemise Jacobi, CMC, Village Clerk

Prepared by and Return to:

Bercow Radell Fernandez and Larkin
Attn: Ben Fernandez
200 South Biscayne Boulevard, Suite 300
Miami, Florida 33131

(Space Reserved for Clerk)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 24 day of April 2025, by and among the VILLAGE OF EL PORTAL, a Florida municipal corporation (the "**Village**"), and THE LAUNCH AT LITTLE RIVER, LLC (the "**Developer**").

Introduction

A. The property that is the subject of this Agreement lies in the Village of El Portal, Miami-Dade County, Florida. This Agreement, among other things, is intended to and shall constitute a development agreement between the parties pursuant to Sections 163.3220-163.3243, Florida Statutes, and Article VIII, Section 24-B.21 of the Village's Code.

B. The Developer owns or has a legal or equitable interest in the property located at 8300, 8316, 8350, 8358, 8356 NE 4 Place, El Portal, Florida, further identified by Miami-Dade County Property Appraiser as Folio Numbers 18-3207-020-0150, 18-3207-020-0220, 18-3207-020-0221, 18-3207-020-0250, 18-3207-020-0170, and 18-3207-020-0171, and more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").

C. The Developer applied for a Special Exception to allow a residential project on the Property and wishes to avail itself of the Bonus Height of two (2) stories contemplated under Article VIII, Section 24-B.21 of the Village's Form Based Code. The proposed project (the "Project") contemplates:

- 1) An eight (8) story, mixed-use structure, including two (2) levels of bonus

- height for the structure;
- 2) With no less than one hundred and fifty-two (152) units;
 - 3) Approximately 2,636 square feet of commercial space; and
 - 4) No less than one hundred ninety-three (193) parking spaces.

D. In exchange for the proposed bonus height, the Developer intends to make a \$733,000 contribution to the Village's Public Benefits program, which includes, but is not limited to, the acquisition of land for parks and open space, reinvestment in capital improvements to existing parks and open space, reinvestment in capital improvements to existing parks and open space, tree planting, and capital expenditures for landscaping within the Village boundaries and for any lawful purpose including, but not limited to, policing, water and sewer improvements, roadway and infrastructure improvements, as may be reasonably related to new residential development occurring within the Village boundaries.

E. The Village is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes, the Village of El Portal Charter and the Village of El Portal Form Based Code. The Village has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the Village and its inhabitants.

F. Having fully considered this Agreement at two (2) duly noticed public hearings in compliance with Section 163.3225 of the Act; and, having determined that the Project and this Agreement is in compliance with the Village's Comprehensive Plan and Form Based Code and Zoning and Land Development Code of the Effective Date; and, having further determined that it is in the Village's best interest to address the issues covered by this Agreement in a comprehensive manner; the Village has agreed to enter into this Agreement with the Developer.

G. The Village has determined that the Project will benefit the Village and the public, by improving pedestrianism and introducing additional housing units to this part of the Village.

H. The contribution of \$733,000 to the Village's Public Benefits program may be utilized towards the acquisition of land for parks and open space, reinvestment in

capital improvements to existing parks and open space, reinvestment in capital improvements to existing parks and open space, tree planting, and capital expenditures for landscaping within the Village boundaries and for any lawful purpose including, but not limited to, policing, water and sewer improvements, roadway and infrastructure improvements, as may be reasonably related to new residential development occurring within the Village boundaries.

I. Payments to the Village's Public Benefits program shall be made as follows:

1. \$ 366,500 contemporaneous with the approval of the first building permit for the structure (not including any permit required for the seawall); and
2. \$ 366,500 at the issuance of a Temporary Certificate of Occupancy (TCO), for the structure.

J. In addition, to the foregoing, Developer shall pay for the design and installation of a Village welcome sign on the Property prior to the issuance of a TCO.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided by Article VIII, Section 24-B.21 of the Village's Form Based Code.

3. Definitions. All capitalized terms used in this Agreement shall have the definitions set forth in this Paragraph 3 unless such terms are defined elsewhere in the body of this Agreement.

3.1 **"Act"** shall mean the Florida Local Government Development Agreement Act (Sections 163.3220 - 163.3243, Florida Statutes (2014)).

3.2 **"Building Permit"** shall mean any permit issued by the Village of El Portal Building Department or Building Official, including any foundation, building or phase permits.

3.3 **"Business Day"** shall mean any day other than a Saturday, Sunday, any federal or state holiday and the following Jewish holidays: Passover (the first two (2) days and last two (2) days only), Shavuot (two (2) days), Rosh Hashanah (two (2) days), Yom Kippur (one (1) day), and Sukkot (the first two (2) days and last two (2) days only). If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

3.4 **"Village"** shall mean the Village of El Portal, a Florida municipal corporation, having its principal offices at 500 NE 87th Street, El Portal, Florida 33138. In the event the Village exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any laws, rules, regulations, ordinances, and plans (including through the exercise of the Village's building, fire, code enforcement, police department or otherwise) shall be deemed to have occurred pursuant to the Village's regulatory authority as a governmental body and shall not be attributable in any manner to the Village as a party to this Agreement or in any way deemed in conflict with, or a default under, the Village's obligations hereunder.

3.5 **"Comprehensive Plan"** shall mean the comprehensive plan which the Village has adopted and implemented for the redevelopment and continuing development of the Village pursuant to Chapter 163 Part II, of the Florida Statutes.

3.6 **"Developer"** shall mean the persons or entities named in the preamble to this Agreement, and any permitted successors, assigns, or heirs thereof; provided, however, the term "Developer" shall not mean the Village.

3.7 **"Development Order"** shall mean any order granting, denying, or granting with conditions an application for a Development Permit.

3.8 **"Development Permit"** shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2017).

3.9 **"Effective Date"** shall mean the date when the Village records the executed Agreement in the Public Records of Miami-Dade County, as provided in Section 163.3239, Florida Statutes (2017), and subparagraph 26(a) of this Agreement.

3.10 **"Execution Date"** shall mean the date the last of the required parties executes this Agreement.

3.11 **"Land Development Regulations"** shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2023) and shall also include, without limitation Chapter 24 - Zoning and Land Development Code of the Village's Code of Ordinances.

3.12 **"Laws"** shall mean all laws, rules, regulations, ordinances, plans, resolutions, comprehensive plans and land development regulations, specifically including the Village's Comprehensive Plan, the Village's Form Based Code and Zoning and Land Development Code.

3.13 **"Project"** shall mean the development of the Property consistent with the zoning regulations of the Village's Form Based Code and the following provisions:

(a) Any mixed-use project located within the Property, which complies with the Village's regulations.

3.14 **"Property"** shall mean the property more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

DEVELOPMENT APPROVALS

4. Submittal for Site Plan Approval.

(a) The Developer acknowledges that development of the Project will require site plan approval by Special Exception from the Village Council (the **"Site Plan Approval"**).

(b) The Developer has submitted an application requesting the Site Plan Approval. The preparation of the Site Plan Approval Application and process shall be at the sole cost and expense of the Developer, in accordance with all Village requirements, and shall include proposed plans sufficiently developed to permit the Village Council to act on the Application.

GENERAL PROVISIONS

5. Laws Governing this Agreement. For the entire Term of this Agreement, the Village hereby agrees that the Village's Land Development Codes (as may be amended by the Land Development Regulation Amendments) and the Form Based Code governing the development of the Property as it exists as of the Execution Date of this Agreement shall govern the development of the Property during the entire Term of this Agreement.

Notwithstanding the foregoing, the Village may apply subsequently adopted laws or policies of general applicability to the Property as permitted or required by the Act, including, without limitation, Section 163.3233(2), Florida Statutes, as same may be amended from time to time; provided, however, that in no event shall the Village apply any subsequently adopted law or policies in a manner that requires any alterations or modifications to the Project or any amendments or modifications to the Project Zoning Approvals.

6. Compliance with Local Regulations Regarding Development Permits. This Agreement is not and shall not be construed as a Development Permit, Development Order, approval or authorization to commence any development, fill, or other land modification. The Developer and the Village agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, open space requirement, term or restriction in effect on the Effective Date shall not relieve the Developer of the necessity of complying with any such permit, approval, procedure, condition, fee, open space requirement, term or restriction, subject however to the terms and provisions of this Agreement.

The Village and Developer agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Village and Developer agree that time is of the essence in all aspects of their respective responsibilities pursuant to this Agreement. The Village shall use its best efforts to expedite the permitting and approval process in an effort to assist Developer in achieving its development and construction milestones. The Village will accommodate request from Developer's general contractor and subcontractors for review of permitting applications, such as those for excavation, site work and foundation building shell, core and interiors. Notwithstanding the foregoing, the Village shall not be obligated to issue development permits to the extent that they do not comply with the applicable requirements of the code, the comprehensive plan, this Agreement and applicable building codes.

The development of the Property in accordance with the Special Exception approval is contemplated by the Developer. The Project may require additional permits or approvals from the Village, county, state, or federal government and any division thereof. Subject to the required legal process and approvals, the Village shall make a good faith effort to take reasonable steps to cooperate with and facilitate all such approvals, including acting as an applicant. Such approvals include, without limitation the following approvals and Permits:

- a. Covenant or unity of title acceptance or release of existing unities or covenants;
- b. Building permits;

- c. Certificate of use and/or occupancy;
- d. Stormwater permit;

7. Adequate Public Facilities. The Village, makes affirmative concurrency findings that all public services and facilities necessary to serve the development herein described meet or exceed the established level of service standards. Furthermore, the Village agrees that during the term of this Development Agreement, it shall provide and reserve concurrency-related public facility capacity for the Project. This reservation of capacity shall include the following facilities: roadways, water and sewer, and parks.

8. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any party to this Agreement under any applicable law, rule or regulation and each party hereto reserves any and all of such rights.

9. Consistency with the Village's Comprehensive Plan. The Village has adopted and implemented the Comprehensive Plan. The Village hereby finds and declares that the provisions of this Agreement dealing with the Property is consistent with the Village's Comprehensive Plan and the Form Based and Zoning and Land Development Code, subject to all applicable requirements, permits and approvals.

10. Concurrency. The Developer shall be solely responsible for obtaining all land use permits for the Project, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (2017), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools (the "**Concurrency Requirements**"). Prior to applying for the Initial Building Permit for the Project, Developer shall apply to the appropriate governmental authorities and obtain letters or other evidence that the Developer has satisfied all applicable Concurrency Requirements with respect to the Project, and shall diligently and in good faith obtain such letters or other evidence that the Project meets all applicable Concurrency Requirements, and shall pay such impact fees or mobility fees as may then be due or applicable to meet Concurrency Requirements. The Project shall be subject to the level of impact fees in effect in the Village at the time of the execution of this Agreement. Impact, or other similar fees, enacted by the Village subsequent to the execution of this Agreement shall be inapplicable to the Project.

11. Effective Date; Duration; and Term.

(a) Within fourteen (14) days following approval of this Agreement at two (2) public hearings and the execution of this Agreement by all parties, the Village shall record this Agreement in the Public Records of Miami-Dade County. This Agreement shall

become effective only after it has been recorded in the Public Records of Miami-Dade County, Florida. The Developer agrees that it shall be responsible for all recording fees related to the recording of this Agreement.

(b) This Agreement shall run for an initial term of five (5) years from the Effective Date (the "**Term**"); the Term of this Agreement may be extended only by the mutual consent of the Village and the Developer subject to a public hearing pursuant to Section 163.3225, Florida Statutes; and (ii) consent to any extension of this Agreement is within the sole discretion of each party to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement, and after the expiration of this Agreement the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive the expiration of this Agreement.

12. Permitted Development.

(a) Permitted Development and Uses. The Property is to be constructed as Mixed-Use Development in Zone 5 (Z5) Urban Center according to the Village's Form Based Code and the Official Zoning Map of the Village of El Portal contained in Article II Figure 2 of the Form Based Code. The Property may be used for the purposes permitted and regulated in these designations and zoning district, as further limited by the Village's Land Development Codes, Form Based Code, and Comprehensive Plan.

(b) Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks and intensities for any development on the Property shall be regulated by the Village's Form Based Code and Zoning and Land Development Code, Comprehensive Plan and any applicable Federal, State or County laws, rules and regulations.

13. Default. Each of the following shall be an "**Event of Default**" by the Developer hereunder:

(a) If the Developer shall fail to observe or perform any term, or condition of this Agreement on the Developer's part to be observed or performed and the Developer shall fail to cure or remedy the same within (i) thirty (30) days of the Developer's receipt of written notice from the Village with respect to monetary defaults, or (ii) sixty (60) days of the Developer's receipt of written notice from the Village with respect to non-monetary defaults (each, a "**Default Notice**"). If such non-monetary default is susceptible to cure but cannot reasonably be cured within such sixty (60) day period, then the Developer shall have such additional time as is necessary to cure such failure and no Event of Default shall be deemed to exist hereunder so long as the

Developer commences such cure within such initial sixty (60) day period and diligently and in good faith pursues such cure to completion.

(b) If the Developer shall make an assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due; or shall consent in writing to the appointment of a receiver or trustee or liquidator of all or substantially all of its property; or if all or substantially all of the assets of the Developer are attached, seized, subjected to a writ or distress warrant, or are levied upon, and the same is not dismissed, discharged or satisfied within one hundred fifty (150) days after such attachment, seizure, subjection or levy occurs.

(c) If the Developer shall commence a voluntary case under the Title 11 of the United States Code (the "**Bankruptcy Code**"); or an involuntary proceeding is commenced against the Developer under the Bankruptcy Code and the same is not dismissed or stayed within one hundred fifty (150) days after the commencement of the case; or a custodian (as defined in the Bankruptcy Code) is appointed for or takes charge of all or substantially all of the property of the Developer in any proceeding under the Bankruptcy Code and such custodian is not discharged or dismissed within one hundred fifty (150) days after such appointment; or the Developer consents in writing or joins in an application for the appointment of a custodian in any proceeding under the Bankruptcy Code; or the Developer commences any other proceedings under any reorganization, arrangement, readjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect (an "**Other Insolvency Proceeding**") relating to the Developer; or there is commenced against the Developer any such Other Insolvency Proceeding and the same is not dismissed or stayed within one hundred fifty (150) days; or a custodian, trustee or person of similar capacity is appointed for or takes charge of all or substantially all of the property of the Developer in any such Other Insolvency Proceeding and such custodian, trustee or person of similar capacity is not discharged or dismissed within one hundred fifty (150) days after such appointment; or the Developer consents in writing or joins in an application for the appointment of a custodian, trustee or person of similar capacity in any such Other Insolvency Proceeding.

In the event the Village shall claim any Event of Default shall have occurred under this Agreement, the Village's Default Notice shall state with specificity the provisions of this Agreement under which the Event of Default is claimed, the nature and character of such Event of Default, the date by which such Event of Default must be cured pursuant to this Agreement (if applicable), and, if elected by the Village, that the failure of the Developer to cure such Event of Default by the date set forth in such Default Notice will result in the Village having the right to terminate this Agreement.

14. Enforcement of Performance; Damages; and Termination. If an Event of Default occurs under this Agreement, and such Event of Default has not been cured within any applicable notice and cure period, the Village may elect (subject to the terms, conditions and limitations set forth in this Agreement) any one or more of the following remedies:

- (a) Enforce strict performance by the Developer;
- (b) Terminate this Agreement; or
- (c) Pursue any other remedy available to the Village at law or in equity.

The Village's election of a remedy under this Agreement with respect to any one or more Events of Default shall not limit or otherwise affect the Village's right to elect any of the remedies available to it under this Agreement with respect to any other Event of Default.

In the event the Village elects to terminate this Agreement after the occurrence of an Event of Default that was not cured within any applicable notice and cure period, and such termination is stayed by order of any court having jurisdiction of any matter relating to this Agreement, or by any federal or state statute, then following the expiration of any such stay, the Village shall have the right, at its election, to terminate this Agreement with five (5) Business Days' written notice to the Developer, the Developer as debtor in possession, or if a trustee has been appointed, to such trustee.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Village have the right to terminate this Agreement after the Developer has conveyed the initial \$100,000 issued at the execution of this Agreement, unless the Event of Default is a "Material Event of Default" (as more specifically defined below). For purposes of this subparagraph 14, the term "**Material Event of Default**" shall mean:

- (a) The Developer's failure to deliver contribution of \$400,000 to the Village for the Public Benefits program pursuant to and in accordance with the terms and provisions of this Agreement and such failure is not cured within the notice and cure period set forth in subparagraph 13(a) of this Agreement;
- (b) The Developer's breach of any term or provision contained in Paragraph 24 (Transfer and Assignment) of this Agreement and such breach is not cured within the notice and cure period set forth in subparagraph 13 (a) of this Agreement;

- (c) The Village hereby acknowledges and agrees that its sole and exclusive remedy for any Event of Default by the Developer under this Agreement that is not a Material Event of Default shall be limited to an action for damages and/or specific performance to the extent such remedies are available and permitted to the Village under this Agreement and applicable law.

15. Termination Outside of Default. In the event either party chooses to exercise its right to terminate this Agreement under any of Paragraphs 4(a) and (b) of this Agreement (apart from the Village's right to terminate under Paragraph 14 of this Agreement as a result of an Event of Default by Developer), each party shall bear its own fees, costs and expenses incurred in connection with this Agreement, and the Project, and neither party shall have or owe any further obligation or liability to the other party.

16. Strict Performance; Waiver. No failure by the Village or the Developer to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default hereunder shall constitute a waiver of any such default or of such other covenant, agreement, term or condition hereunder.

17. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Village at: Village of El Portal, Village Hall
500 NE 87th Street
El Portal, Florida 33138
Attn: Village Manager

With a copy to: Joe Geller, Village Attorney
Village of El Portal
c/o Greenspoon Marder, LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

If to Developer at: The Launch at Little River, LLC
730 NE 86 Street
Miami, FL 33138

With a copy to: Bercow Radell Fernandez Larkin + Tapanes, PLLC
200 South Biscayne Boulevard, Suite 300
Miami, Florida 33131
Attn: Ben Fernandez

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mails. The terms of this Paragraph shall survive the expiration or earlier termination of this Agreement.

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE VILLAGE AND THE DEVELOPER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. The terms of this Paragraph shall survive the expiration or earlier termination of this Agreement.

19. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Time of Essence. Time shall be of the essence for each and every provision hereof.

21. Entire Agreement. This Agreement, together with the documents referenced herein, constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. Neither party shall be bound by any agreement, condition, warranty nor representation other than as expressly stated in this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by both parties hereto, subject to the requirements for the amendment of development agreements in the Act.

22. Other Agreements. This Agreement has no effect on any other agreement, the Village's development orders, or declaration of restrictions otherwise encumbering the Property. Any and all agreements currently in the public records remain valid. The parties incorporate by reference each and every requirement set forth in the Act.

23. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto and their respective successors, assigns and heirs.

24. Transfer and Assignment. The Developer shall not be entitled to assign or transfer this Agreement or any of the rights and obligations hereunder prior to the satisfaction or deemed satisfaction of the conditions set forth in Paragraphs D and H of this Agreement without the prior written consent of the Village (which consent may be withheld, conditioned or delayed in the sole and absolute discretion of the Village), except as hereinafter provided. The Developer shall have the right at any time and from time to time to sell, transfer and convey all or any portion of the Property to any person or entity (a "**Subsequent Owner**") and assign and transfer this Agreement and the rights and obligations hereunder in whole or in part to any Subsequent Owner in connection with such sale, transfer or conveyance of the Property or any portion thereof without the prior consent or approval of the Village, provided, that this Agreement and the rights and obligations hereunder can be assigned and transferred to any lender, lender designee or non-lender affiliated purchaser (any of the foregoing being referred to herein as a "**Foreclosure Purchaser**") who acquires the Property or any portion thereof through a foreclosure sale or deed-in-lieu of foreclosure without the prior consent or approval of the Village. This Paragraph and the restrictions, limitations and prohibitions contained herein shall automatically terminate, extinguish and be of no further force or effect immediately upon the earlier of the following events to occur, the acquisition of the Property or any portion thereof by any Foreclosure Purchaser through a foreclosure sale or deed-in-lieu of foreclosure; whereupon, the Developer, any Subsequent Owner and/or any Foreclosure Purchaser shall have the absolute and unconditional right to sell, transfer

and convey all or any portion of the Property to any person or entity and to assign and transfer this Agreement and the rights and obligations hereunder in whole or in part to any person or entity in connection with such sale, transfer or conveyance of the Property or any portion thereof without the prior consent or approval of the Village. Any assignee or transferee (including, any Subsequent Owner or Foreclosure Purchaser) shall assume all remaining obligations of the Developer under this Agreement at the time of such assignment or transfer of this Agreement.

25. Force Majeure and Third Party Challenges. All time periods set forth in this Agreement and in any approval or permit issued in connection with the Project will be tolled due to force majeure events (including, without limitation, strikes, lockouts, acts of God, hurricanes and severe weather, and other causes beyond the control of either party), and due to delays in obtaining permits and approvals from governmental agencies, during the pendency of any "Lawsuit" (as hereinafter defined) and any unexpired appeal period thereof. In the event that a third party unrelated to or unaffiliated with the Village or the Developer institutes any action, suit or proceeding relating to the Project, including, without limitation, any action, suit or proceeding challenging the validity or execution of this Agreement, the Land Development Regulation Amendments, the Project Zoning Applications, the Project Zoning Approvals, or any Building Permit (in each instance, including any related appeals, a "Lawsuit"), then the Developer shall defend any such Lawsuit at its sole cost and expense using legal counsel reasonably acceptable to the Village. The Developer shall further indemnify and hold the Village harmless from and against all actual damages, losses, liabilities, fees, cost and expense (including attorneys' fees, costs and expenses) of any and every kind arising out of or relating to any such Lawsuit. This Paragraph shall survive the expiration or any earlier termination of this Agreement.

If a Lawsuit is commenced prior to the vacation and conveyance of the Village Parcel as contemplated by this Agreement, then the Village shall not be required to effectuate such vacation and conveyance of the Village Parcel until thirty (30) days after the Lawsuit has been completed and finally disposed of (by judgement, settlement or otherwise) on terms and conditions acceptable to Developer in its sole and absolute discretion; provided, however, if the Lawsuit is still pending more than sixty (60) months after it has been commenced, then either party, at its option, may from and after the expiration of such sixty (60) month period and while the Lawsuit remains unresolved, elect to terminate the transaction contemplated by this Agreement by delivering a written notice of termination to the other party, whereupon the Vacation Resolution shall be rescinded and this Agreement shall be terminated, and the Village and the Developer shall have no further obligation and/or liability to each other hereunder.

26. Indemnification of Village. The Developer shall indemnify, defend, and hold harmless the Village from and against any actual damages, losses, liabilities, fees, costs and expenses incurred by the Village in any action, suit or proceeding brought against the Village by any third-party as a result of any negligent act or omission of the Developer and/or its officers, directors, managers, members, employees, contractors and agents in performing under this Agreement. The Developer shall directly pay all actual costs and expenses related to any expense or cost charged, or legal defense required by the Village, using legal counsel reasonably acceptable to the Village, pursuant to the foregoing. The Village shall reasonably cooperate and collaborate (but at no expense to the Village) with the Developer in connection with any legal proceeding in which the Developer is defending the Village. This Paragraph shall survive the expiration or any earlier termination of this Agreement.

27. Indemnification of Developer. Notwithstanding paragraph 26 hereof, should the Village accept the Easement Premises provided by the Developer, the Village shall indemnify, defend, and hold the Developer harmless, against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against Developer on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, , wholly or in part, by any act, omission, negligence or misconduct on the part of the Village or any of its agents, servants, employees, contractors, guests, licensees or invitees or of any other person entering the Easement Premises hereunder with the express or implied invitation or permission of the Village, or when any such injury or damage is the result, , of the violation by Village or any of its agents, servants, employees, contractors, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by the Village, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Easement Premises used hereunder. The Village shall directly pay all actual costs and reasonable expenses related to any expense or cost charged, or legal defense required by the Developer, using legal counsel reasonably acceptable to the Developer, pursuant to the foregoing. The Developer shall reasonably cooperate and collaborate (but at no expense to the Developer) with the Village in connection with any legal proceeding in which the Village is defending the Developer resulting from an action directly relating to the use of the Easement Premises. This Paragraph shall survive the expiration or any earlier termination of this Agreement.

28. Corporate Obligations. It is expressly understood that this Agreement and the obligations issued hereunder are solely corporate obligations, and that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, managers, members, partners, trustees, beneficiaries, elected or appointed

officials (including, without limitation, the Mayor and Councilperson of the Village) or employees, as such, of the Developer, the Village, or any successor or assign of any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any of all such rights and claims against, every such incorporators, stockholders, officers, directors, managers, members, partners, trustees, beneficiaries, elected or appointed officials (including, without limitation, the Mayor and Councilperson of the Village) or employees, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as consideration for, the execution of this Agreement.

29. No Conflict of Interest. The Developer represents and warrants that no member, official or employee of the Village has any direct or indirect financial interest in this Agreement nor has participated in any decision relating to this Agreement that is prohibited by law. The Developer represents and warrants that no officer, agent, employee, or representative of the Village has received any payment or other consideration for the making of this Agreement, directly or indirectly, from the Developer.

30. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to give, any third party (including, without limitation, any homeowners association, condominium association, or neighborhood association in the surrounding area, or any individual members thereof) any rights or interests whatsoever, nor is it intended that any third party shall be a third party beneficiary of any provisions hereof.

31. Limitations of Liability and Waiver of Consequential Damages.

- (a) Any tort liability to which the Village is exposed under this Agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations shall be applied as if the parties had not entered into this Agreement, and Village expressly does not waive any of its rights and immunities thereunder.
- (b) The Village will not in any event whatsoever be liable for any injury or damage to the Developer (unless caused by the gross negligence or willful misconduct of the Village, its agents, contractors or employees), nor for any injury or damage to the Property (unless

caused by the gross negligence or willful misconduct of the Village, its agents, contractors or employees).

- (c) Except as may be otherwise expressly provided herein, no approval to be made by the Village in its proprietary capacity under this Agreement or any inspection of the Project by the Village under this Agreement, shall render the Village liable for its failure to discover any defects or nonconformance with any governmental requirement.
- (d) No member, official, elected representative or employee of the Village shall be personally liable to the Developer or any successor, assign or heir thereof in the event of any default or breach of this Agreement by the Village or for any amount which may become due to the Developer or successor, assign or heir thereof under this Agreement.

32. Police Power.

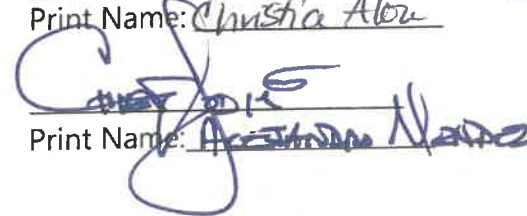
- (a) The parties recognize and agree that certain provisions of this Agreement require the Village and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances in the exercise of the Village's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Developer to compel the Village to take any such actions, save and except for the execution of consents (if applicable) to the filing of applications for the Project Approvals, Development Permits and/or Development Orders as more fully set forth herein and to timely process such applications.
- (b) The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the Village from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

32. Conflict. In the event of an inconsistency or conflict between the terms of this Agreement and the terms of the Vacation Resolution, the terms of this Agreement shall control.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

VILLAGE OF EL PORTAL,
a Florida municipal corporation


Print Name: Christina Abou

Print Name: Christina Abou

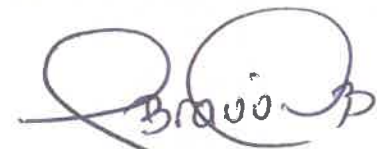
By: 
Name: Omarr S. Nickerson
Attest: Genevieve Jacob
Village Clerk

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of April, 2025, by OMARR CHARLON NICKERSON as Mayor of the Village of El Portal, a municipal corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

CDL# H407-638-45-000-0
El Portal, FL.

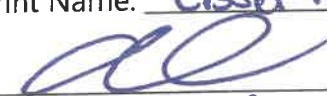



NOTARY PUBLIC Luis M. Bravo
Typed or Printed Name of Notary
My Commission expires: April-20-2028
Serial No., if any: _____

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

The Launch at Little River, LLC, a Florida
limited liability corporation


Print Name: Lisset Fernandez

Print Name: Andreina Espina

By: 
Arthur Barrington II, MGR for
The Launch at Little River, LLC

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24 day of April, 2025, by Arthur Barrington, II, as MGR of The Launch at Little River, LLC, a Florida limited liability corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.




NOTARY PUBLIC
Betty Llerena
Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: HH 221018

EXHIBIT A

The Property

II. LEGAL DESCRIPTION AND ADDRESS:

8300, 8316, 8350, 8356, 8358 N.E. 4TH PLACE, MIAMI FL 33138

O.R.B. 20990 PAGE 0540, FOLIO: 18-3207-020-0150

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 53 South, Range 42 East; being also the Southeast corner of Lot 4, of a subdivision, a plat of which is recorded in Plat Book "B" at Page 3, of the Public Records Miami-Dade County, Florida; from thence run North 25 feet and West along a line parallel with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 7, also the South line of said Lot 4, 865.00 feet to the Point of Beginning of the tract herein described. From thence run North on a line parallel with the East line of said Section 7, 43.42 feet to a Point; thence West on a line parallel with the South line of said Northeast 1/4 of the Northwest 1/4, of said Section 7, 131.00 feet, plus or minus, to a point where said line intersects the low water line of Little River; from thence meander said low water line of Little River Southerly to a point where a line 43.42 feet South and parallel to the North line of this tract would intersect low water line of said Little River; from thence run East on a line parallel with the South line of Section 7, 133.50 feet, plus or minus, to a Point of Beginning of this Tract. Also described as Lot 15 of an unrecorded plat of said Lot 4, made by Watson and Garis, Civil Engineers, dated August, 1933, of a subdivision in the Northwest 1/4 of Section 7, Township 53 South, Range 42 East, Tallahassee Meridian, in Florida.

TOGETHER WITH

That portion of the South 25 feet of Lot 4, of JULIA D. TUTTLE'S SUBDIVISION, according to the Plat thereof recorded in Plat Book "B", at Page 3, lying West of the Southerly projection of the West right-of-way line of the 50-foot street described in Deed Book 2009, at Page 338 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 53 South, Range 42 East, being also the Southeast corner of Lot 4, of a subdivision, a plat of which is recorded in Plat Book "B", at Page 3 of the Public Records Miami-Dade County, Florida; from thence run North 25 feet and West along a line parallel with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 7, also the South line of said Lot 4, 865.00 feet to a Point; thence run North on a line parallel with the East line of said Section 7, 43.42 feet for the Point of Beginning of the Tract herein described; from thence run North on a line parallel with the East line of said Section 7, 6.00 feet to a Point; thence West on a line parallel with the South line of said Northeast 1/4 of the Northwest 1/4 of said Section 7, 133.00 feet plus or minus, to a Point where said line intersects the low water line of Little River; from thence meander said low water line of Little River Southerly to a point where a line 6 feet South and parallel to the North line of this tract would intersect said low water line of said Little River; from thence run East on a line parallel with the South line of Section 7, 133.00 feet, plus or minus, to a Point of Beginning of this Tract. Also described as a strip of land 8 feet in width lying adjacent to and contiguous with the North line of Lot 15, of an unrecorded plat of said Lot 4, made by Watson and Garis, Civil Engineers, dated August, 1933, of a subdivision in the Northwest 1/4 of Section 7, Township 53 South, Range 42 East, Tallahassee Meridian in Florida.

O.R.B. 23632, PAGE 4844, FOLIO: 18-3207-020-0250

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, BEING ALSO THE SOUTHEAST CORNER OF LOT 4, OF SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS - RECORDED IN THE PLAT BOOK "B", PAGE 3, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE RUN NORTH 25 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, ALSO BEING ALONG THE SOUTH LINE OF LOT 4, 865 FEET TO A POINT, THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4) SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 173.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST ONE QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 43.42 FEET TO -A POINT, THENCE WEST PARALLEL TO THE -SOUTH LINE OF THE NORTHEAST ONE QUARTER (NE1/4) OF THE NORTHWEST ONE QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 131.5 FEET MORE OR LESS TO THE LOW WATER LINE OF LITTLE RIVER, THENCE MEANDERING THE LOW WATER LINE IN A SOUTHERLY DIRECTION, TO A POINT WHERE A LINE 43.42 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THIS TRACT INTERSECTS THE LOW WATER LINE OF LITTLE RIVER, THENCE EAST ALONG THIS LINE, WHICH IS PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 125 FEET MORE OR LESS, TO THE POINT OF BEGINNING. THIS TRACT ALSO DESCRIBED AS LOT 19, OF UNRECORDED PLAT OF SAID LOT 4, MADE BY WATSON AND GARRIS, C.E., DATED AUGUST, 1933, OF SUBDIVISION IN NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

O.R.B. 23633, PAGE 0077, FOLIO: 18-3207-020-0220

Lot 18 of an Unrecorded Plat of a Resubdivision of Lot 4, of JULIA B. TUTTLE'S SUBDIVISION of the N.W. 1/4 of Section 7, Township 53 South, Range 42 East, according to the Plat thereof as recorded in Plat Book B at Page 3 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:
Commencing at the S.E. corner of the N.E. 1/4 of the N.W. 1/4 of Section 7, Township 53 South, Range 42 East, being also the S.E. corner of said Lot 4; from thence run North 25 feet and West along a line parallel with the South line of the N.E. 1/4 of the N.W. 1/4 of said Section 7, also the South line of said Lot 4, for 865 feet to a point; from thence run North on a line parallel with the East line of said Section 7, for 130.26 feet for the Point of Beginning; thence continue North parallel with said East line of said N.E. 1/4 of the N.W. 1/4 of Section 7, Township 53 South, Range 42 East, for 43.42 feet to a point; thence West on a line parallel with the South line of said N.E. 1/4 of the N.W. 1/4 of said Section 7, for 125 feet, plus or minus, to a point where said line intersects the low water line of Little River; from thence meander said low water line of Little River Southerly to a point where a line 43.42 feet South and parallel to the North line of said tract intersects said low water line of said Little River; from thence run East on a line parallel with the South line of said N.E. 1/4 of the N.W. 1/4 of said Section 7, for 125 feet, plus or minus, to the Point of Beginning of this tract.

O.R.B. 23832, PAGE 4846, FOLIO: 18-3207-020-0170 AND 18-3207-020-0171

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, BEING ALSO THE SOUTHEAST CORNER OF LOT 4 OF A SUBDIVISION, A PLAT OF WHICH IS RECORDED IN PLAT BOOK "B", PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE RUN NORTH 25 FEET; THENCE RUN WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4), OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 7; ALSO THE SOUTH LINE OF SAID LOT 4, 865 FEET TO A POINT; FROM THENCE RUN NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 7, 217.10 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH SAID EAST LINE OF SAID NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 43.42 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 7, 147 FEET, PLUS OR MINUS, TO A POINT WHERE SAID LINE INTERSECTS THE LOW WATER LINE OF LITTLE RIVER; FROM THENCE MEANDER SAID LOW WATER LINE OF LITTLE RIVER SOUTHERLY TO A POINT WHERE A LINE 43.42 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THIS TRACT WOULD INTERSECT SAID LOW WATER LINE OF SAID LITTLE RIVER; FROM THENCE RUN EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 7, 131.5 FEET, PLUS OR MINUS, TO A POINT OF BEGINNING OF THIS TRACT, ALSO, DESCRIBED AS LOT 20 OF AN UNRECORDED PLAT OF SAID LOT 4, MADE BY WATSON & GARRIS, C.E., DATED AUGUST, 1933, OF A SUBDIVISION IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, TALLAHASSEE MERIDIAN IN FLORIDA, BY WHICH DEEDS HAVE HERETOFORE BEEN MADE.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, BEING ALSO THE SOUTHEAST CORNER OF LOT 4 OF A SUBDIVISION, A PLAT OF WHICH IS RECORDED IN PLAT BOOK B, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; FROM THENCE RUN NORTH 25 FEET; THENCE RUN WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 7, ALSO THE SOUTH LINE OF SAID LOT 4, 865 FEET TO A POINT; FROM THENCE RUN NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 7, 260.52 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH SAID EAST LINE OF SAID NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 42 EAST, 43.42 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 7, 175 FEET, PLUS OR MINUS, TO A POINT WHERE SAID LINE INTERSECTS THE LOW WATER LINE OF LITTLE RIVER; FROM THENCE MEANDER SAID LOW WATER LINE OF LITTLE RIVER SOUTHERLY TO A POINT WHERE A LINE 43.42 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THIS TRACT WOULD INTERSECT SAID LOW WATER LINE OF SAID LITTLE RIVER. FROM THENCE RUN EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 7, 147 FEET, PLUS OR MINUS, TO THE POINT OF BEGINNING OF THIS TRACT. ALSO, DESCRIBED AS LOT 21 OF AN UNRECORDED PLAT OF SAID LOT 4, MADE BY WATSON & GARRIS, C.E., DATED AUGUST, 1933, OF A SUBDIVISION IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 53 SOUTH OF RANGE 42 EAST, TALLAHASSEE MERIDIAN IN FLORIDA, BY WHICH DEEDS HAVE HERETOFORE BEEN MADE. ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Lot 1B of an Unrecorded Plat of a Resubdivision of Lot 4 of TUTTLES SUBDIVISION of the N.W. 1/2 of Section 7, Township 53 South, Range 42 East, according to the Plat thereof as recorded in Plat Book B at Page 3 of the Public Records of Miami-Dade County, Florida, more particularly described as follows: Begin at a point 865 feet West and 68.24 feet North of the S.E. corner of said Lot 4; thence West for a distance of 131 feet to the East Bank of Miami Little River; thence Northerly along said East Bank of the River to a point which is 43.42 feet North of the South line of this tract of land; thence East 127.5 feet to a point which is 43.42 feet North of the South line of this tract of land; thence South 43.42 feet to the Point of Beginning, LESS the South 6 feet thereof together with all Riparian Rights, AND A tract of land located on the N.W. 1/2 of Section 7, Township 53 South, Range 42 East, Miami-Dade County, Florida, more particularly described as follows: Commence at the S.E. corner of the N.E. 1/2 of the N.W. 1/2 of said Section 7, being also the S.E. corner of Lot 4 of TUTTLES SUBDIVISION, as recorded in Plat Book B at Page 3, of the Public Records of Miami-Dade County, Florida; thence North 25 feet; thence West 865 feet along a line parallel and 25 feet North of the South line of said Lot 4; thence North along a line parallel to the East line of said Lot 4, for a distance of 86.84 feet to the Point of Beginning; thence continue North on the same course for a distance of 43.42 feet; thence West along a line parallel to the South line of said Lot 4, for a distance of 126 feet, plus or minus, to a point where said line intersects the Low Water line of Little River; thence Southerly meandering said Low Water line to a point where a line 43.42 feet South and parallel to the East line of this tract of land would intersect said Low Water line of Little River; thence East along a line parallel to the South line of said Lot 4, for a distance of 127.5 feet, plus or minus, to the Point of Beginning.

EXHIBIT C

Gastesi Lopez Mestre & Cobiella PLLC
8105 N.W. 155 Street, Miami Lakes, Florida 33016

VILLAGE OF EL PORTAL, FLORIDA

ORDINANCE NO. 2017-01 COMPREHENSIVE PLAN

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, AMENDING THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE COASTAL MANAGEMENT ELEMENT, AND THE RECREATION AND OPEN SPACE ELEMENT OF THE COMPREHENSIVE PLAN AS MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, at the request of the residents of the Village of El Portal, the Village Council approved funding for the 2013 El Portal Community Design Charrette which was held May 5 – 12th, 2013, at El Portal Village Hall; and,

WHEREAS, the interactive workshop brought the community together with elected officials, the village staff, and planners and facilitators from the County's Urban Design Center to create a new plan for a walkable, environmentally sustainable, attractive, and economically sound future for the Village of El Portal, with a focus on preserving the existing beauty, culture, and quality of life of this key area along the Biscayne Corridor; and,

WHEREAS, the Charrette was open to all residents of the community, including those without formal training or previous experience with urban planning, and was well attended; and,

WHEREAS, a Form-Based Code, companion text amendments to Chapter 24 of the Code of Ordinances, and amendments to the Comprehensive Plan are necessary to implement the community vision of the El Portal Charrette Report of 2013; and,

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the Village of El Portal adopted the Comprehensive Plan for Village of El Portal on November 22, 1988; and,

WHEREAS, Chapter 163.3184, Florida Statutes, establishes the process by which local governments may adopt comprehensive plan amendment; and,

WHEREAS, the Village Council of the Village of El Portal desires to amend its Comprehensive Plan for Village of El Portal as provided in this Ordinance (hereinafter referred to as the "Amendments"); and,

WHEREAS, after notice was duly published, a public hearing was held before the Local Planning Agency (LPA) on November 14, 2016, at which hearing all interested parties were afforded the opportunity to be heard; and,

WHEREAS, after notice duly published, a public hearing for First Reading was held before the Village Council on January 24, 2017, at which hearing all interested parties were afforded the opportunity to be heard; and,

WHEREAS, the Village Council was presented with a text amendment and a map amendment to the Comprehensive Plan, and after due consideration and discussion, approved the amendment on First Reading (vote: 5-0).

WHEREAS, following approval on First Reading, the Comprehensive Plan amendments were transmitted to the State Land Planning Agency and other state and regional agencies, as required by Chapter 163.3184, Florida Statutes; and,

WHEREAS, the State Land Planning Agency and other state and regional agencies provided technical comments which have been incorporated into the Comprehensive Plan amendments on Second Reading, including the introduction of intensity limits (maximum Floor Lot Ratio), and creation of a planning horizon of 2027 for the Future Land Use Map, and did not raise any objections to the proposed amendments; and,

WHEREAS, the approval of an amendment to the comprehensive plan does not assure favorable action upon any application for zoning or other land use approval but is part of the overall land use policies of the Village; and

WHEREAS, after notice duly published, a public hearing for Second Reading was held before the Village Council on April 25, 2017, at which hearing all interested parties were afforded the opportunity to be heard; and,

WHEREAS, the Village Council was presented with a text amendment and a map amendment to the Comprehensive Plan, and after due consideration and discussion, the amendment on Second Reading (vote: 4 -0).

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA:

Section 1. Recitals. All matters set forth in the preamble are found to be true and are hereby incorporated by reference as if set forth verbatim and adopted as a record of the legislative intent of this Ordinance.

Section 2. Compliance with Criteria. The Village Council hereby finds the Amendments to be in the best interest of the residents, property owners, and citizens of the Village.

Section 3. Amendment. The Comprehensive Plan for the Village of El Portal is amended to read as follows:

FUTURE LAND USE ELEMENT

Additions shown by underlining and deletions shown by overstriking.
“***” identifies portions of text excluded.

Map Amendment to Figure 1. Future Land Use as attached hereto and incorporated herein as Exhibit "A" to this ordinance.

Text Amendment 1. Amend Future Land Use Element Objective 1.2 as follows:

Objective 1.2 The Village of El Portal shall continue to achieve a compatible and well designed mix of land uses in the N.E. 2nd Avenue corridor and a redevelopment plan for the Little Farm Trailer Park site by the year 201227.

Text Amendment 2. Amend Future Land Use Element Policy 1.2.2 as follows:

Policy 1.2.2 The Village shall continue to encourage the redevelopment of the Little Farm Trailer Park site into a well-planned mixed-use development that will include commercial, office, institutional, residential, ~~and~~ or recreation and open space uses.

Text Amendment 3. Amend Future Land Use Element Policy 1.5.3 as follows:

Policy 1.5.3 The Village shall continue to use the code to implement the following land use districts (with intensities and densities) as shown on the Future Land Use Map:

o Low Density Residential: This use includes single family dwelling units at a density up to 8 units per acre.

o Medium Density Mixed Use~~Residential~~: This use includes multi-family residential uses, duplexes, townhouses, and multi-family dwellings at a density of up to 12 units per acre in addition to a broad range of mixed-use, office, and commercial uses, and a limited range of lodging uses. Maximum density is 36 units per acre and maximum intensity (floor lot ratio) is 1.25.

o High Density Mixed Use~~Residential~~: This use includes multi-family dwellings that exceed 16 units per acre in addition to a broad range of mixed-use, office, commercial, and lodging uses. Maximum density is 150 units per acre and maximum intensity (floor lot ratio) is 5.0.

o ~~Residence Office: single family or duplex units up to 12 units per acre and office uses in structures similar in scale to houses.~~

o ~~Business: This category is intended to permit a broad range of retail, bank, entertainment and office uses.~~

o ~~Commercial: This category includes all uses permitted in business, warehouse/self-storage use, automobile sales and repair and service stations, fast food establishments and similar uses strongly oriented toward the motoring public which uses shall be confined to the arterial roads adjacent to the interstate.~~

Additions shown by underlining and deletions shown by overstriking.
"***" identifies portions of text excluded.

~~o Office Park-Light Retail: office buildings with floor area ratio requirements that assure a campus setting and complimentary supporting retail uses.~~

~~As used in this policy, Mixed Uses include a~~ ~~o Mixed-Uses: combination of retail/office/residential/public and semi-public, and open space uses in the appropriate environment. The design of mixed-use developments should conform to the principles of the Miami-Dade County Urban Design Manual or other appropriate design standards as adopted by the Village, such as regulations approved under a Special District Plan. Provisions for the inclusion of multimodal transportation options (i.e. pedestrian, bicycle, automobile and transit access) shall be incorporated into such design, as shall provisions to ensure connectivity between the mixed use and the remainder of the Village, particularly along NE 87th Street and NE 2nd Avenue. No single use shall occupy more than 50 percent of the gross acreage of a mixed-use development. The maximum residential density within a mixed-use development is 18 units per acre. The maximum nonresidential floor area ratio (FAR) is 1.5.~~

~~o Public and Semi-Public Uses: primarily church, school and municipal uses.~~

~~o Public Open Space: park and other public open space.~~

~~o Parks and Recreation: This use includes parks and other public places. Maximum intensity (floor lot ratio) is 0.~~

~~o Institutional: This use includes a broad range of governmental, utility, public safety, and public educational uses. Maximum intensity (floor lot ratio) is 0.5.~~

Text Amendment 4. Amend Future Land Use Element Policy 1.6.6 as follows:

Policy 1.6.6 In reviewing the development plans for the Little Farm Trailer Park redevelopment the Village shall ~~require~~ encourage dedication of land for a passenger train station (as needed) or other civic space as a part of the site plan review process.

Text Amendment 5. Amend Future Land Use Element Policy 1.7.1 as follows:

Policy 1.7.1 Through land use plan densities and mapping plus redevelopment of the Little Farm Trailer Park site as a mixed-use development that includes both residential and non-residential uses, the Village shall continue to scrutinize and control ~~minimize~~ the net increase in housing units over the next 10-year planning period.

COASTAL MANAGEMENT ELEMENT

Text Amendment 6. Amend Coastal Management Element Policy 1.2.1 as follows:

Policy 1.2.1 In redeveloping the Little Farm Trailer Park site, include provisions to enhance

Additions shown by underlining and deletions shown by overstriking.
**** identifies portions of text excluded.

the scenic view of the Little River Canal and provide public access along the waterfront through an open space, civic space or through a waterfront park space.

Policy 1.7.2 ~~Deny any plan amendments or rezoning requests that would increase the net number of residential units of any type east of the Florida East Coast railroad tracks.~~

RECREATON AND OPEN SPACE ELEMENT

Text Amendment 7. Amend Recreation and Open Space Element Policy 1.1.2 as follows:

Policy 1.1.2 In redeveloping the Little Farm Trailer Park site, include provisions to enhance the scenic view of the Little River Canal and ~~provide encourage~~ public access through along thea waterfront through an open space, civic space or park space.

Section 4. Transmittal. The Village Council hereby authorizes the Village Clerk to transmit the attached amendments to the Comprehensive Plan for Village of El Portal to the State of Florida Department of Economic Opportunity (DEO) and all other governmental bodies, agencies, or private individuals as required by State law.

Section 5. Severability. If any portion, section, phrase or clause of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, such ruling shall not affect the validity of the remainder of this Ordinance.

Section 6. Conflict and Repealer. The provisions of the Comprehensive Plan for Village of El Portal and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and made a part of the Comprehensive Plan for Village of El Portal.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption by the Village Council on second and final reading.

PASSED AND ADOPTED THIS 25th DAY OF April, A.D. 2017.

APPROVED:

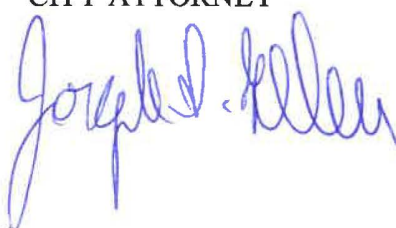

CLAUDIA V. CUBILLOS
MAYOR

ATTEST:




YENISE JACOBI
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


By: JOSEPH GELLER
CITY ATTORNEY


Additions shown by underlining and deletions shown by overstriking.
"****" identifies portions of text excluded.

Exhibit A
Future Land Use Element, Figure 1. Future Land Use



Additions shown by underlining and deletions shown by overstriking.
“***” identifies portions of text excluded.

EXHIBIT D

VILLAGE COMPREHENSIVE PLAN 2020



COMPREHENSIVE PLAN
FOR
VILLAGE OF EL PORTAL

Miami-Dade County, Florida

As adopted

November 22, 1988

Amended May 14, 2002

Amended December 7, 2011

Amended July 27, 2021

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EXECUTIVE SUMMARY

Village of El Portal 2020-2030 Comprehensive Plan

Future Land Use Element

Goal: Maintain neighborhood structure but increase diversity of uses and building types

- 1) Ensure adequate water and sewer and stormwater drainage
- 2) Achieve a mix of uses along NE 2nd Avenue and refined development plan for former Little Farm Trailer Park
- 3) Continue to protect natural resource base and historic base
- 4) Ensure availability of land needed if sewer lines are extended
- 5) Continue revisions to development code consistent with Comprehensive Plan
- 6) Increase tax base by 15% and increase fiscal health
- 7) Increase density in sustainable manner considering expeditious and multi-modal evacuation
- 8) Support and implement recommendations from 2013 Charrette

Transportation Element

Goal: Provide safe, convenient and efficient transportation

- 1) Balance mobility modes so that vehicular traffic moves at civilized pace
- 2) Recognize traffic implications of new development and connectivity and access between sites
- 3) Coordinate with Metropolitan Planning Organization
- 4) Avoid construction within existing rights-of-way
- 5) Select projects funded under capital improvements programs
- 6) Identify land use reforms to encourage use of non-automobile modes
- 7) Encourage use of bicycles by studying other communities that have implemented bicycle infrastructure

Housing Element

Goal: Assure mix of affordable, accessible, and safe housing types

- 1) Provide in-fill housing
- 2) Maintain housing stock with no structurally substandard units
- 3) Provide assistance to developers for quality in-fill development that reaches low to moderate income households
- 4) Continue to accommodate fair share of County's group homes
- 5) Ensure relocation plan for displaced residents
- 6) Investigate strategies to address affordable housing

Infrastructure Element

Goal: Provide and maintain public infrastructure to insure public health, safety and quality of life

- 1) Provide effective sanitary sewer treatment
- 2) Continue to implement concurrency requirements to provide and maintain adopted levels of service standards and ensure that new or expanded facilities are provided concurrent to new development resulting in increased intensity of use

- 3) Support Miami-Dade County's development and implementation of Water Supply Facilities Workplan
- 4) Protect natural drainage and recharge areas and stormwater network
- 5) Provide safe, efficient, and effective solid waste collection services
- 6) Prepare Village's Water Supply Facilities Work Plan

Coastal Management Element

Goal: Protect and manage environmental and man-made uses in coastal area of El Portal

- 1) Retain the limited natural waterfront stretch on Little River Canal
- 2) Improve existing scenic view and create public access to the Little River Canal shoreline
- 3) Improve environmental quality of Little River Canal and Biscayne Bay
- 4) Implement development code policies sensitive to shoreline uses, floodplains and site plan
- 5) Maintain existing hurricane evacuation times
- 6) Achieve the projected level of service in the coastal zone

Conservation Element

Goal: Preserve and enhance the natural features in El Portal

- 1) Achieve compliance with air quality standards
- 2) Minimize water pollution particularly in Little River Canal
- 3) Protect remaining tree stands and vegetation
- 4) Support Miami-Dade County development and implementation of Water Supply Facilities Workplan and water conservation efforts of other agencies
- 5) Implement the Miami-Dade County 20-year Water Supply Facilities Work Plan
- 6) Ensure resources are effectively managed

Resilience Element

Goal: Become a sustainable and resilient community

- 1) Ensure sufficient and affordable energy supply and implement clean/ renewable energy
- 2) Improve affordability
- 3) Reduce greenhouse gas emissions and reduce heat island effect
- 4) Encourage sustainable architecture and green building
- 5) Improve the Village's preparedness for natural disasters
- 6) Establish post-disaster procedures
- 7) Encourage the conservation of water
- 8) Educate on benefits of recycling and reusing products
- 9) Make cybersecurity a priority
- 10) Increase community resilience

Recreation and Open Space Element

Goal: Provide public recreation facilities and open space which are commensurate with needs of El Portal

- 1) Maintain access to Little River Canal
- 2) Coordinate public and private recreational resources

- 3) Maintain the existing facilities at El Portal
- 4) Ensure the preservation and expansion of public and private open space

Health Element

Goal: Preserve and improve physical and mental health and quality of life of residents

- 1) Collaborate with all agencies in the region to address health needs of all residents
- 2) Promote urban design that encourages physical activity
- 3) Improve safety by implementing crime prevention design
- 4) Promote access to healthy and affordable food
- 5) Ensure access to quality health care
- 6) Implement design and strategies that improve mental health and emotional well-being
- 7) Increase preparedness for epidemics and pandemics
- 8) Support efforts and strategies for public outreach and community engagement

Community Design Element

Goal: Maintain Village as attractive and livable municipality

- 1) Promote high-quality urban design and planning
- 2) Promote high-quality creative design that preserves Village's traditional architectural character
- 3) Create complete network of multimodal streets
- 4) Encourage public engagement and community involvement

Intergovernmental Element

Goal: Assure coordination with other governmental entities to implement this plan

- 1) Coordinate plans, including Comprehensive Plan, with other agencies and jurisdictions
- 2) Coordinate impact of Village development plan upon adjacent areas
- 3) Assure level of service standards coordination with other governmental entities

Capital Improvement Element

Goal: Continue to undertake capital improvements to keep public facilities in good condition and accommodate new development within sound fiscal practices

- 1) Assess public facility deficiencies and plan corrective capital projects
- 2) Implement concurrency requirements as a basis for reviewing development applications to maintain adequate facility level of service and address impacts from development
- 3) Future development projects to pay fair share of public improvement needs they generate
- 4) Public facility requirements generated by new development funded in timely manner
- 5) Direct recreational activities to areas of Village where facilities and services are available

Educational Facilities Element

Goal: Have a system of public education in cooperation with the County and other agencies that improves quality and quantity of public educational facilities available to residents of the County

- 1) Work toward reduction of overcrowding in Miami-Dade County public schools
- 2) Coordinate new residential development with future availability of public school facilities
- 3) Obtain suitable sites for public education facilities
- 4) Improve security and safety for students and staff
- 5) Bring schools and community closer together
- 6) Enhance effectiveness of learning environment
- 7) Establish and implement mechanisms for on-going coordination and communication

FUTURE LAND USE ELEMENT

Data and Analysis

The Village of El Portal is situated in the northern part of Miami-Dade County and located between the City of Miami to the south and Miami Shores Village to the north. El Portal is almost entirely developed, with very few vacant parcels of land remaining. The visual character of the Village is predominantly that of a quiet, wooded residential community. The residents take pride in the quality of the community, which has evolved as a desirable residential location.

Existing Land Use

Land Utilization Characteristics: Existing land uses are shown on the Existing Land Use Map-Figure 1. Most of the Village is developed with single-family, one story houses. A small amount of commercial uses front on N.E. 2nd Avenue. N.E. 2nd Avenue is also the location of some duplex and multifamily residential uses. Institutional uses include the Village Hall, a church, and an elementary school. The Florida East Coast Railroad right-of-way separates the easternmost part of the Village from the rest of the Village. The remainder of the Village is in single-family residential uses, the streets, two small landscaped open spaces and a park area next to the Village Hall.

Acreage of Uses: As shown in Table 1.1, the total estimated land area in El Portal is 162.5 acres. Residential land uses comprise approximately 112 acres of the land area (69.4%). Single family uses alone account for almost 96 acres, or 59.3% of the total. Roads are the next largest category of land use, covering almost 20% of the land area. The Village owns an estimated 11.7 acres, including the park and landscaped open space. Commercial uses (including offices) cover 4.8 acres and vacant land is less than one acre.

Natural Resources: As a small, developed urban community, there are no significant natural resources to be mapped on the El Portal Existing Land Use Map. Two existing natural features which have been altered by human activity should be noted, however. The Little River Canal has been channelized and bulkheaded for much of its length, but is still valuable as an existing resource and potential visual amenity. "The Indian Mound," a landscaped historic site, is a circular park located towards the eastern end of N.E. 85th Street.

Density of Land Area: El Portal, which is approximately 0.6 square mile in size, consists mostly of low and medium density single-family residential land uses of less than six dwelling units per acre. Along N.E. 2nd Avenue, the duplexes and multifamily residential uses occur at medium to high densities of between seven and 36 dwelling units per acre.

Population

Sound professional practice requires that comprehensive planning be based on projections of future population levels and characteristics. Understanding potential population change is essential to the preparation of a plan which will be responsive to the anticipated conditions facing El Portal.

Data Sources for Population Projections: The population data utilized for the El Portal projections are based on the most current and accurate data available. The historical population data is from the decennial Census conducted by the U.S. Bureau of the Census. The official current population estimates used are prepared by the University of Florida Bureau of Economics and Business Research (BEBR). Population projections are prepared for Miami-Dade County by BEBR, but only estimates of current population for the preceding year are available for the Village. Local data sources for population projection include housing permit and residential capacity data, subarea projections prepared by the Miami-Dade County Planning Department, and residential electric meter connections. The El Portal population projections have been based on Census data, official BEBR estimates, Miami-Dade County Planning Department projections, and an estimate of the Village's residential capacity.

Historic Population Trends: Resident population and household trends for El Portal, Miami-Dade County, and Florida are illustrated in Table 1.2 and Table 1.3. The figures shown for are Census estimates of resident population. Resident population is defined by the Census Bureau and BEBR as being those persons who reside in a place for six months or more each year, and are often referred to as permanent residents.

Historic Household Trends: Household formation has continued at a slightly higher rate than population growth. Trends toward later marriages, fewer children per family, and more single-person households have resulted in a decline in the average number of persons per household. There are recent indications, though, that the rate of decline in persons per household in Miami-Dade County is now also moderating.

A factor in the changing resident population of El Portal has been the declining number of persons per occupied household. Table 1.4 shows the decline in the average number of persons per household in Miami-Dade County and selected cities in the County. The trend at the County level reflects the national and State trend. Demographers at the Bureau of Economic and Business Research agree with national population experts that the decreasing number of persons per household will continue at least in the short run, although the rate of decline is expected to slow.

There are recent indications that some Miami-Dade County communities may now be experiencing a reversal of the declining persons-per-household trend. According to the population specialists at the Miami-Dade County Planning Department, increases in the average number of persons per household are believed to be occurring in some areas where families of Hispanic origin comprise the majority of new residents. A trend toward larger household size may also be occurring in areas which have become more attractive to young couples and families and relatively less attractive to older couples. El Portal and Miami Beach are examples of this reversal.

Components of Population Change

Demographic Components: The population of a community can be divided into two main groups, defined on the basis of residency. The resident population lives in the community six months or more each year, and is comprised of persons who occupy year-round housing units and persons in group quarters. Group quarters include such residential uses as orphanages, nursing homes, prisons, and dormitories. Population estimates reported by the Census Bureau and projections reported by BEBR only address resident population. Resident population estimates for El Portal are shown in Table 1.5.

There is another population group, the seasonal population, that is particularly important for many Florida communities. Seasonal population is important because it can place significant demands on public services and facilities. This population component is comprised of persons who occupy transient lodging facilities and seasonal housing units intended for short-term rental, or are nonresident visitors not staying in lodging. Transient lodging includes hotel and motel *units*, apartments and other housing units leased for less than six months, campgrounds, and recreational vehicle parks. Seasonal housing units are reported in the Census as vacant seasonal and mitigatory units and as vacant year-round units held for occasional use.

Table 1.5 presents estimates of the seasonal population categories for El Portal. Day trips have been determined not to be a significant or quantifiable population factor because the Village lacks a beach or similar attraction and commuter trips to employment activities probably result in a decreased daytime population.

Residential Capacity

El Portal is substantially built-out. It is estimated that fewer than 10 single-family vacant lots remain in the Village. There is no remaining vacant land zoned for multiple family units.

The limited remaining residential capacity is a very significant factor for considering the future population potential in El Portal. Some additional residential units could possibly be accommodated through redevelopment of existing developed land at higher densities. The extent of this potential is not great, primarily because of current housing market conditions and trends.

There is another residential capacity factor which influences the total population of a community, the vacancy rate. Vacancies typically fluctuate with changing market conditions. Vacancy tends to be lower in housing units which are owner-occupied than in renter-occupied units. Based on previous estimates and current conditions for all occupied units, the vacancy rate in El Portal can reasonably be expected to fluctuate between three and six percent during the planning period. It has been assumed that the vacancy rate in the Village over the period covered by the population projections will average about four percent.

Population Projection

A projection of population for El Portal through 2040 is shown in Table 1.5. A ratio method of projection was used to derive the projected year-round population in the Village for the time period from in five-year intervals.

Conclusion

The proposed generalized future land uses within the Village of El Portal are delineated on the Future Land Use Map-Figure 2. The cities of Miami Shores Village and Miami, and parts of unincorporated Miami-Dade County about the Village. Remaining vacant, developable land in El Portal is extremely limited, and redevelopment will continue to be the only potential activity which would result in significant change in the existing land use pattern.

Future Land Use Analysis: Streets and utility services serving the existing developed uses in El Portal are generally adequate. As the Village is almost fully built-out under existing zoning, and the existing land use characteristics are to be largely maintained, maintenance of the existing infrastructure should be adequate to serve the population of the Village in the near future. The character and use suitability of vacant land is to be determined by adjacent existing land uses and current zoning. No additional land is needed to accommodate the projected population over the ten-year time period defined as the planning horizon for this plan.

Redevelopment: Two areas are recommended for private redevelopment as follows;

- N.E. 2nd Avenue: Reconstruct this Avenue as a transition from “Main Street” in Miami Shores (per the 2013 Charette) to small scale mixed-use urban fabric with a range of building types with retail on the ground story in El Portal. Additionally, a gateway treatment on the southern approach and traffic calming measures on the northern approach (as per the Charette) protects the character of the Village.
- Former Little Farm Trailer Park: Reintroduce a balanced mix of small and large retail, offices, and residents to create a true “24-hour” neighborhood with stability and flexibility. This would be achieved in two phases: Phase 1 would bring about appropriate street layout and “100%” comers and full buildout phase would connect the neighborhood back into mixed use and commercial properties along Biscayne Boulevard.

Annexation: In the interest of protecting the land use and building conditions as well as expanding its tax base to support municipal services, the Village will investigate the cost effectiveness of annexing some adjacent unincorporated areas.

Flood Plain: The principal area in the 100-year plain that is suitable for redevelopment is the former mobile home park discussed above. Otherwise, mitigation of development within the flood plain is not feasible. Also, the Little River has been channelized. See Figure 3.

Table 1.1
El Portal Existing Land Use, 2019

	Acres	Percentage of Land Area
Single Family		
(6 DU/Acre or Less)	95.8	59.3
Duplex		
(7-10 DU/Acre)	4.2	2.6
Apartments		
(10-36 DU/Acre)	2.5	1.5
Mobile Homes	9.6	5.9
Office	3.3	2.0
Religious	0.9	0.6
Municipal	11.6	7.2
Commercial	1.5	0.9
Recreational	0.1	0.1
Vacant	0.8	0.5
Roads and Canals	32.1	19.9
Totals	162.5	100.0

Table 1.2
Comparative Population Change, 2000-2017
El Portal, Miami-Dade County and Florida

Area	2000	2010	2017
El Portal			
Total Population	2,505	2,325	2,329
Households	837	847	n/a
Persons per Household	2.98	2.74	n/a
Total Housing Units	878	939	969
Miami-Dade County			
Total Population	2,253,362	2,496,435	2,702,602
Households	776,774	867,352	n/a
Persons per Household	.84	2.83	n/a
Florida			
Total Population	15,982,378	18,801,310	20,278,447
Households	6,337,929	7,420,802	9,259,684
Persons per Household	2.46	2.48	n/a

Source: United States Census Bureau, 2020.

Table 1.3
Population and Household Growth Trends 2000-2017
El Portal, Miami-Dade County and Florida

	2000Change	2010Change	2017Change
El Portal			
Total Population	-11	-13	402
Households	154	86	-22
Persons per Household	-0.37	-0.46	+0.29
Miami-Dade County			
Total Population	332,745	357,989	311,413
Households	119,701	181 ,804	82,525
Persons per Household	-0.07	-0.28	+0.17
Florida			
Total Population	1,839 ,958	2,955,779	3,190,874
Households	734,742	1,459,468	NA
Persons per Household	-0.21	-0.35	NA

Source: United States Census Bureau, 2020

Table 1.4
Average Persons Per Household, 2000-2010
El Portal, Miami-Dade County and Florida

Area	2000	2010
Miami Shores Village	2.67	2.65
North Miami	2.85	2.96
North Miami Beach	2.89	2.86
El Portal	2.98	2.74
South Miami	2.89	2.86
Miami-Dade County	2.84	2.83
Florida	2.46	2.48
United States	2.59	2.58

Table 1.5
El Portal Population Trends and Projections 2010-2030
Census Tracts and Village

	2010	2015	2020	2025	2030	2035	2040
Census Tract 10.01	NA	6,851	6,889	6,924	NA	NA	NA
Census Tract 11.04	NA	4,222	4,245	4,266	NA	NA	NA
Tract Totals	NA	11,073	11,134	11,190	NA	NA	NA
Percent Change	NA	0.5	0.4	0.3	NA	NA	NA
Village Permanent	2,325	2,492	2,374	2,431	2,487	2,544	2,601
Village Seasonal	512	512	512	512	512	512	512
Village Total	2,837	3,004	2,886	2,943	2,999	3,056	3,113

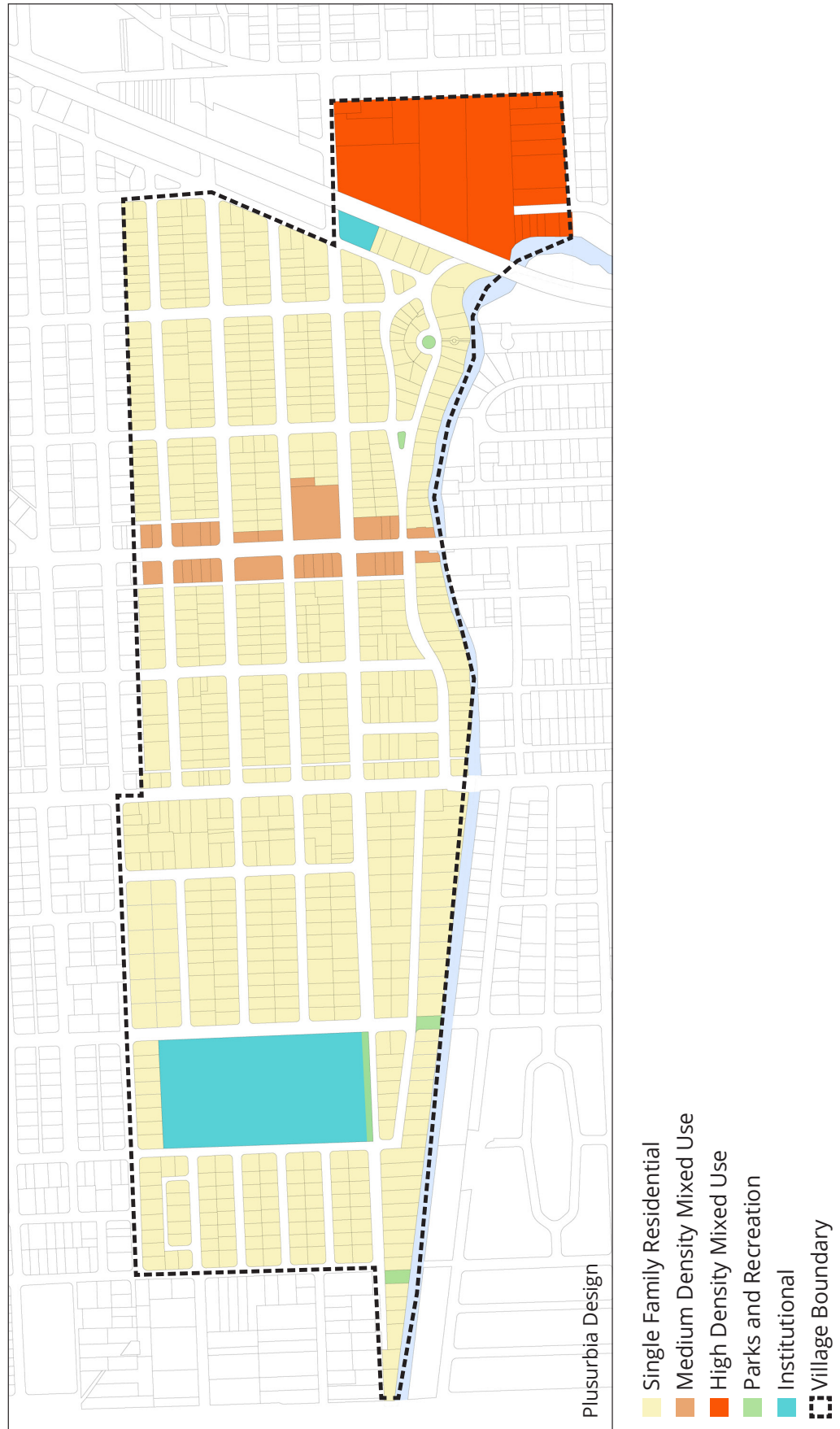
Source: United States Census Bureau, 2020.

Table 1.6
Population by Age, 2017 El Portal

Age Group	Total
0-5 years	116
5-9 years	67
10-14 years	155
15-19 years	70
20-24 years	64
25-34 years	380
35-44 years	331
45-54 years	426
55-59 years	168
60-64 years	75
65-74 years	262
75-84 years	160
85+years	55
Totals	2,329

Note: Numbers based on 2017 American Community Survey estimates.

VILLAGE OF EL PORTAL - FUTURE LAND USE MAP NOV 2016



FUTURE LAND USE ELEMENT

Goals, Objectives, and Policies

- Goal 1** To maintain the neighborhood structure of the Village, while increasing the diversity of uses and building types so that the Village may attract a diverse variety of households, business, and civic institutions and continue to pursue resiliency as a community.
- Objective 1.1** The Village shall continue to ensure adequate water and sewer service and stormwater drainage as any land use changes occur; see policy for measurability for sewer extension.
- Policy 1.1.2 Sanitary sewer feasibility shall continue to be assessed as a part of reviewing any future land use intensity changes east of the railroad; require extension of sewer lines and the provision of needed sanitary sewer infrastructure for any new project which produces more than 1,500 gallons per day.
- Policy 1.1.3 The Village shall seek to provide stormwater drainage in accordance with the 2019 Stormwater Master Plan, which is herein incorporated by reference into the Support Documents of the Comprehensive Plan.
- Policy 1.1.4 The Village, through the land development regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.
- Objective 1.2** The Village of El Portal shall continue to achieve a compatible and well-designed mix of land uses in the N.E. 2 Avenue corridor and a refined redevelopment plan for the former Little Farm Trailer Park site by the year 2020.
- Policy 1.2.1 Through the zoning process, the Village shall encourage mixed-use, walkable development along N.E. 2nd Avenue. By encouraging a variety of uses such as office, small-scale retail, civic and educational, residents will be within walking or cycling distance of uses that will provide for their daily needs within the Village's boundaries.
- Policy 1.2.2 The Village shall continue to encourage the redevelopment of the former Little Farm Trailer Park site into a well-planned mixed-use development that will include commercial, office, residential, institutional, civic, recreation and open spaces uses. The plan shall follow the principles set during the 2013 Village Charrette.

- Policy 1.2.3 The Village of El Portal 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 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 1.2.4 The 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 1.2.5 During pre-development program planning and site selection activities, the 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. In addition, the Village shall coordinate with Miami-Dade Public Schools to identify opportunities for joint use of Horace Mann Middle School for community activities, and shall seek joint use agreements as appropriate to act upon these opportunities.
- Policy 1.2.6 The Village of El Portal 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 1.2.7 Schools shall be allowed in the RSF Residential Single Family land use categories.
- Objective 1.3** The Village of El Portal shall continue to protect the limited existing natural resource base (see policies for measurability) and historic base.
- Policy 1.3.1 Through runoff and land use controls in the development code, the Village shall continue to improve the water quality of the Little River Canal by permitting no new direct drainage into the Canal and through implementation of the recommendations of the 2019 Stormwater Master Plan.
- Policy 1.3.2 Any new construction shall conform to the flood plain standards of the development code, particularly by achieving ground floor elevations above the flood plain in the proposed redevelopment project.

- Policy 1.3.3 The Village shall continue to protect and maintain the Indian Mound Park, a unique historic and natural resource, by no net change in its character. The Indian Mound Park is recorded as the Little River Mound by the State of Florida and was designated by Miami-Dade County as the El Portal Mound Site. The Mound is protected by State Statute Chapter 872.05, Florida’s Unmarked Human Burial Law. It is located within the designated El Portal Archaeological Zone, which is bounded by NE 87th Street to the north, Park Drive to the east, the Little River to the south, NE 2nd Avenue to the west, and contain remnants of a prehistoric Native American village. Any ground disturbing activities within the archaeological zone shall require coordination with Miami-Dade County Office of Historic Preservation and a Certificate to Dig permit.
- Policy 1.3.4 With technical assistance from the Miami-Dade County Preservation Organization, Dade Heritage Trust and coordination with Miami-Dade County Office of Historic Preservation regarding potential historic designation, the Village shall survey the older housing stock to expand the list of architecturally and historically significant houses; then enact development code policies that provide for design review of historic building renovations. The Village shall consider historic resource preservation needs and concerns in the implementation and approval of redevelopment efforts, and in any expansions of the Village boundaries.
- Policy 1.3.5 The Village shall amend its Land Development Regulations as appropriate to reflect recommendations of the 2019 Stormwater Master Plan.
- Objective 1.4** The Village shall continue to ensure the availability of land needed if sewer lines are extended; see policy for measurability.
- Policy 1.4.1 In reviewing the development plans for the former Little Farm Trailer Park redevelopment, the Village shall continue to require dedication of land for a sewage pumping station (as needed) as a part of the site plan review process.
- Objective 1.5** The Village shall continue appropriate revisions to its development code consistent with this Comprehensive Plan.
- Policy 1.5.1 The Village shall include a provision that requires that the public facilities level of service standards be met concurrent with a request of any new development requiring such service.
- Policy 1.5.2 The Village shall review the code with special attention to the provisions for the Main Street Zone and Urban Center Zone and the on-site design standards and a general streamlining of the zoning code for easier understanding.

Policy 1.5.3 The Village shall continue to use the code to implement the following land use districts (with intensities and densities) as shown on the Future Land Use Map:

Low Density Residential: This use includes single family dwelling units at a density up to 8 units per acre.

Medium Density Mixed Use: This use includes multi-family residential dwellings at a density of up to 36 units per acre in addition to a broad range of mixed-use, office, and commercial uses, and a limited range of lodging uses.

High Density Mixed Use: This use includes multi-family dwellings that exceed 36 units per acre in addition to a broad range of mixed-use, office, commercial, and lodging uses.

Parks and Recreation: This use includes parks and other public places.
Institutional: This use includes a broad range of governmental, utility, public safety, and public educational uses.

As used in this policy, mixed uses include a combination of retail/office/residential/public and semi-public, and open space uses in the appropriate environment. The design of mixed-use developments should conform to the principles of the Miami-Dade County Urban Design Manual or other appropriate design standards as adopted by the Village, such as regulations approved under a Special District Plan. Provisions for the inclusion of multimodal transportation options (i.e. pedestrian, bicycle, automobile and transit access) shall be incorporated into such design, as shall provisions to ensure connectivity between the mixed use and the remainder of the Village. The maximum residential density within a mixed use development shall range between 15 to 150 units per acre.

Objective 1.6 The Village shall seek to increase its tax base by 15% by 2025 and shall implement other strategies to increase its fiscal health, in order to provide adequate municipal services at reasonable tax rates.

Policy 1.6.1 The Village shall continue to investigate the feasibility of annexing adjacent unincorporated areas and shall apply to annex such areas as feasible and appropriate. These unincorporated areas include, but are not limited to, the blocks bounded by NW 91st Street on the North, NW 87th Street on the South, I-95 on the East, and NW 5th Avenue on the West.

- Policy 1.6.2 The Village shall continue to enact zoning controls to assure quality, tax generating redevelopment of the former Little Farm Trailer Park site.
- Policy 1.6.3 The Village shall continue to identify strategies to supplement its tax base with grants and other funding sources that might be available in order to implement specific projects, increase levels of service, and provide an improved quality of life to existing and future residents, businesses, and visitors.
- Policy 1.6.4 In implementing the redevelopment of the former Little Farm Trailer Park site and any annexation proposals, the Village shall revisit its concurrency requirements and consider the institution of additional impact fees, cost recovery mechanisms, and other assessments to maintain and improve service levels.
- Policy 1.6.5 The Village will support the use of the existing Florida East Coast (FEC) railway right of way for passenger train service.
- Policy 1.6.6 In reviewing the development plans for the former Little Farm Trailer Park redevelopment the Village shall encourage dedication of land for a passenger train station (as needed) or other civic space as a part of the site plan review process.
- Objective 1.7** The Village shall strive to increase density in a sustainable manner that is that takes into consideration the need for expeditious and multi-modal evacuation.
- Policy 1.7.1 The Village shall continue to ensure that redevelopment opportunity sites such as the former Little Farm Trailer Park have high-quality, mixed-use, buildings that contribute to a diversity of housing types and transit-supportive densities.
- Policy 1.7.2 The Village shall direct the location of all future developments away from coastal or other high hazard areas or a 100-year floodplain.
- Objective 1.8** The Village of El Portal shall support and implement recommendations that have come from the 2013 Village of El Portal Charrette Report.
- Policy 1.8.1 The Village shall encourage the establishment of a Little River Nature Preserve and Environmental Learning Center on the south bank of the Little River in the City of Miami.
- Policy 1.8.2 The Village shall establish a gateway entry into its community consistent with the models demonstrated in the 2013 El Portal Charrette Report.
- Policy 1.8.3 The Village of El Portal shall support the reconstruction of the Little River

Bridge in order to provide a more proper entry into this community.

Policy 1.8.4 The Village shall encourage the revitalization of the area in and around Biscayne Boulevard within its City limits and to reintroduce the viable mix of uses for its community.

Policy 1.8.5 The Village shall initiate a redevelopment plan for areas described in the 2013 El Portal Charrette Report.

TRANSPORTATION ELEMENT

Data and Analysis

The Transportation Element of the El Portal Comprehensive Plan addresses several planning considerations for the roadway system, including the mapping of existing transportation characteristics and the identification of roadway functional classifications and number of traffic lanes. Transportation is analyzed and includes assessments of current and projected levels of service and system needs. Future transportation patterns, including roadway functional classifications, are also mapped. Statements of goals, objectives, and policies conclude the element. These statements provide direction for addressing municipal programs and activities which affect the coordinated and effective use of roadways to assure that the traffic circulation service needs of El Portal will be met in the future.

El Portal shares responsibilities for roadway maintenance within the Village jurisdiction with Miami-Dade County, depending on whether the road is designated as a local or county facility. There are no State or federal roadways in the Village. The Metropolitan Planning Organization for Miami-Dade County directs the coordination of County-wide traffic issues. The transportation system in El Portal is part of the regional roadway network in Miami-Dade County, and is substantially developed in accordance with the *Miami-Dade County Comprehensive Development Master Plan* and the *Miami-Dade 2040 Long Range Transportation Plan* by the Miami-Dade Metropolitan Planning Organization.

Existing Traffic Circulation Characteristics

East-West Streets: El Portal is an urban community of about 2,500 permanent residents with an established and stable residential character. The roadway network in the Village is laid out in a grid pattern with a north-south and east-west orientation. The exception to this pattern is N.E. 86th Street, which curves along the Little River Canal in a generally east-west direction. The Florida East Coast Railroad track right-of-way crosses through El Portal in a northeast-southwest direction. The railroad is a barrier which interrupts east-west traffic circulation, except for the crossing at Northeast 87th Street. Interstate 95, also prevents east-west through movement of vehicles.

North-South Street: The Village is well served by existing roads for through traffic movement in a north-south direction. Biscayne Boulevard, near the eastern side of the Village, is heavily used by commuters. Interstate 95 and US Highway 441 provides major north-south traffic routes just west of the Village limits. North Miami Avenue and Northeast 2nd Avenue (Dixie Highway) through El Portal are sometimes recommended as alternate north-south routes for commuters by traffic advisory reports when I-95 or U.S. 441 are tied up by accidents or heavy traffic congestion. These two routes provide the only access south from the Village to Miami via bridges over the Little River Canal.

Traffic Volumes: Vehicle counts, number of traffic lanes, and the location of the railroad are indicated on the Existing Traffic Circulation Map. Traffic counts are based on Average Daily Trips reported by the Miami-Dade Public Works Department, Highway Division for 2018. Between 2014 and 2018, traffic volumes increased substantially on Northeast 2nd Avenue, Northeast/ Northwest 87th Avenue, and North Miami Avenue.

The most recent data gathered shows that the section of NE 2nd Avenue from 79th Street to 38th Street recorded 4,700 trips. The LOS is E + 20% allowing the addition of 5,440 trips before the minimum LOS has been reached. NW 2nd Avenue between 79th Street and 103rd Street recorded 17,400 trips. The LOS established for this section is E + 50% allowing for the addition of 408 trips to be added before the minimum LOS has been reached. The remaining section of road to reflect traffic volume within the Village is North Miami Avenue between 103rd Street and 79th Street. This section recorded 17,400 trips. The established LOS is E+ 20% allowing for the addition of 781 trips before reaching this minimum level.

It is the Department's intent to plan, design and operate the State Highway System at an acceptable level of service for the traveling public. The automobile mode level of service targets for the State Highway System during peak travel hours are "D" in urbanized areas and "C" outside urbanized areas. The Department shall work with local governments to establish appropriate level of service targets for multimodal mobility and system design. The targets shall be responsive to all users, for context, roadway function, network design, and user safety.

(https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/content/planning/systems/programs/sm/los/pdfs/los_policy_april_2017.pdf?sfvrsn=6f7b8195_0).

Jurisdiction: Roadway improvements have been made by the Village and the County to maintain an adequate level of service on roads within El Portal. The Village's street maintenance program has continued on schedule. Signalization and signage is the responsibility of Miami-Dade County. There are three roadway links in the Village which are maintained by the County. The remainder of the roadways is maintained by the Village. County roads in the Village are listed below with their location, length, and Florida Department of Transportation roadway functional classifications. The remaining roads are classified as local streets, and there are no limited access roads.

Table 2.1
County Maintained Roadways in El Portal

Roadway	Location	Length-Miles	Facility Type	Speed Limit (miles per hours)
N.E. 2nd Avenue	L. Riv. Canal to N.E. 90th St.	0.5	Collector	30
N.W. 2nd Avenue	N.W. 87th St. to N.W. 91st St.	0.4	Collector	25
North Miami Ave.	L. Riv. Canal to N.W. 91st St.	0.5	Minor Arterial	40

Sources: Florida Department of Transportation, 2019.

Accidents: None of the County’s 25 highest accident intersections are located in or near El Portal. The intersection of N.E. 87th Street and N.E. 2nd Avenue is the highest accident rate within the Village; it is already signalized.

Other Transit Modes: There are no ports, airports, or high-speed rail lines existing in or planned for the Village.

Parking and Accessibility

Parking facilities and traffic congestion are concerns in the N.E. Second Avenue commercial area. This area includes multi-family homes, commercial uses, a school, as well as professional offices. The traffic trips generated by the commercial uses are a minor factor in traffic congestion in the area. While accessibility to the businesses is not a problem, there are parking problems. An existing ordinance prohibits the parking of commercial and industrial vehicles except when loading or unloading.

Existing Levels of Service

Defined service levels provide a summary of roadway conditions which are useful for evaluating road needs. The level of service (LOS) of a roadway is defined by the number of vehicles passing through a road link or intersection during a given period of time while maintaining a specified operating condition. The standard definitions provided by the Florida Department of Community Affairs of service levels used in transportation planning are as follows:

LOS “A”: Highest LOS, describes primarily unimpeded flow of traffic operations at average travel speeds. Vehicles are completely unimpeded in their ability to maneuver within the flow of traffic and stopped delay at intersections is minimal.

LOS “B”: Reasonably unimpeded traffic flow at average travel speeds. The ability to

maneuver within the flow of traffic is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to tension due to traffic conditions.

LOS “C”: Stable traffic flow operations, although ability to maneuver and change lanes may be more restricted than LOS B, Longer queues and adverse signal coordination may contribute to lower average travel speeds, while motorists experience appreciable tension due to driving conditions.

LOS “D”: Small increases in traffic volume may cause substantial approach delays and decreased average safe speeds. Contributing conditions can include adverse signal progression and timing, and higher traffic volumes.

LOS “E”: Traffic flow progression, high signal density, extensive queueing at critical intersections, and inappropriate signal timing.

LOS “F”: Traffic flow is characterized by extremely slow speeds. Congestion at intersections is likely at critical signalized locations, with resulting high approach delays. Adverse signal progression is frequently a factor at this level of service.

Table 2.2
Functional Classifications and Levels of Service Standards
El Portal, 2014 and 2018

			Traffic		Future AADT	Lanes	Level of Service
	Functional Classification	2014	2018				
Roadway	(I)	(2)	(2)	% Change	Vol.(3)	2018	2018
N.E. 2nd Avenue	Major Collector - Urban	12,800	10,600	-17.2%	10,000-30,000	4	F
N.W. 2nd Avenue	Major Collector - Urban	3,600	4,500	25.0%	NA	2	NA
North Miami Ave.	Minor arterial - Urban	11,100	17,400	56.8%	Less than 10,000	4	E
NE/ NW 87th Street	Major Collector - Urban	4,800	5,300	10.4%	NA	2	NA

Sources: 2040 Miami-Dade Long-Range Transportation Plan

Table 2.2A
El Portal Traffic Count and Est. LOS

Roadway	Recorded Trips	Est. LOS	Remaining Trips
NE 2nd Ave (79 th St 36 th St)	2,920	E+20%	1,440
NE 2nd Ave (86 th St to 96 th St)	3,570	E+20%	1,580
NW 2nd Ave (79 th St – 36 th St)	1,860	E+20%	880
NW 2nd Ave (119 th St to 87 th St)	1,930	E+20%	408
N Miami Ave (95 th St to 79 th St)	9,312	E+20%	781

Source: Miami-Dade County Transportation Department

Existing System Needs

Existing system needs for local roads are defined during periodic surveys conducted by the El Portal Public Works Department. Since the Village is developed, the needs are primarily for maintenance activities, which are expected to continue to be adequately funded. The “Long Range Element of the Year 2040 Miami-Dade Transportation Plan” identifies priority projects for the highway system in Miami-Dade County. No priority projects for the State or the County highway system in El Portal are identified.

Needs Assessment

Policies providing guidance for protecting rights-of-way in El Portal from encroachment, street and signage maintenance, considering pedestrian ways, providing adequate off-street parking, and controlling access points are needed to ensure that the traffic circulation system in the Village continues to provide satisfactory service levels.

Coordinating the traffic circulation system with the El Portal future land use plan, other local governments, and regional plans should continue to be a priority for El Portal. Joint funding possibilities for needed transportation system improvements should be further explored with the cooperation of adjacent local government jurisdictions, including Miami Shores Village and Miami-Dade County. The Miami-Dade County Metropolitan Planning Organization provides a forum for the discussion of coordinating transportation system improvements.

Two principal future issues need to be explored:

1. Develop a pilot project to discourage non-local traffic on residential streets.
2. As plans for the rail transit line along the Biscayne Boulevard corridor, the Village will work with County officials to obtain a stop in the vicinity of 87th Street.
3. Create a project to redesign NE 2nd Avenue to reduce vehicle speeds and become safer for pedestrians and cyclists.

TRANSPORTATION ELEMENT

Goals, Objectives, and Policies

- Goal 1** To provide for a safe, convenient, and efficient motorized and non-motorized transportation system for all residents and visitors to the Village.
- Objective 1.1** The Village shall strive to balance mobility modes so that vehicular traffic moves at a civilized pace and does not create discomfort or danger for pedestrians, cyclists, and transit riders.
- Policy 1.1.1** The Village shall continue to utilize the following peak hour level of service standards due to the jurisdiction of the major streets and the existing development pattern:
- Minor arterial C
 - Collector D
- Policy 1.1.2** The Village shall continue to use the development plan review process to control roadway access points, and on-site traffic flow and parking; amend the Village's code provisions where necessary within one year of transmitting this plan.
- Policy 1.1.3** In particular, the Village of El Portal shall review the street design and redevelopment of parcels fronting N.E. Second Avenue in order to implement Complete Streets and building fabric that supports a walkable experience.
- Policy 1.1.4** The Village shall investigate and implement opportunities to utilize the People's Transportation Plan and other funding sources to improve the transportation system and increase the mobility options available to existing and future residents and businesses.
- Policy 1.1.5** Create a bicycle and pedestrian Master Plan to improve east west connections throughout the Village and address crossings for the main corridors running north-south.
- Policy 1.1.6** Assure consistency with the requirements of the Americans with Disabilities Act (ADA) in the planning and design of a pedestrian system in the Village.
- Objective 1.2** The Village shall continue to achieve coordination of the Future Land Use Plan and the Transportation Element by recognizing the traffic implications of mixed-use redevelopment sites including the former Little Farm Trailer Park site, and by providing for connectivity between those sites and the remainder of the Village. To the maximum extent possible

opportunities for access to and within the site by a variety of transportation modes, including transit, automobiles, bicycles, and pedestrianism, should be incorporated into future designs.

- Policy 1.2.1 The Village shall develop and implement a pilot project to discourage speeding traffic on streets.
- Policy 1.2.2a The Village shall otherwise, maintain the existing circulation system and assure traffic patterns and bicycle paths that complement the neighborhoods.
- Policy 1.2.2b The Village shall utilize traffic calming techniques in order to discourage through traffic in residential areas. Traffic calming techniques may include reduced pavement width, on-street parking, regularly-spaced street trees planted near the edge of pavement or in medians, narrow turning radii at intersections, speed tables, crosswalk texture, and roundabouts.
- Policy 1.2.3 The Village shall continue to cooperate with surrounding jurisdictions to provide a uniform traffic control system within the Village and surrounding areas to the extent practicable and feasible.
- Policy 1.2.4 The Village shall maintain and enforce requirements within its development codes that regulate site lines at intersections and driveways in order to improve visibility for drivers without compromising proper building location, on-street parking, or tree canopy.
- Policy 1.2.5 Improve pedestrian safety, safe crossings, and access to stations/stops on 2nd Avenue and North Miami Avenue.
- Policy 1.2.6 Research the feasibility of a Village circulator or other micro-transportation as additional mixed-use development takes place in the Village and as a potential commuter rail stop is implemented at 79th Street.
- Policy 1.2.7 Coordinate with Miami-Dade Transit to improve public transportation to and from the Village.
- Policy 1.2.8 Prepare a plan for bicycle and pedestrian connections from the Village to the potential future commuter rail stop at 79th Street.
- Objective 1.3** The Village shall continue to coordinate Village transportation planning with the Metropolitan Planning Organization.

- Policy 1.3.1 The Village shall continue to coordinate with the Metropolitan Planning Organization, the State and other regional transportation planning agencies to achieve better traffic flow on the arterial and collectors without widening them.
- Policy 1.3.2 The Village of El Portal shall continue to coordinate with the same agencies to help them implement the plan for rail transit along the Biscayne Boulevard corridor including a stop at 87th Street.
- Policy 1.3.3 The Village shall participate in the Metropolitan Planning Organization process by providing staff time for the Metropolitan Planning Organization’s Technical Advisory Committee.
- Policy 1.3.4 The Village shall actively participate in the Metropolitan Planning Organization’s activities to ensure that decisions affecting the Village are met concerning area wide transportation planning issues.
- Objective 1.4** The Village shall continue to avoid any building construction within existing street rights-of-way; note: additional rights-of-way are not required since no widening is planned.
- Policy 1.4.1 The Village shall continue to utilize the development review process to protect the existing major street rights-of-way by enforcing setback and other zoning requirements.
- Objective 1.5** The Village of El Portal shall select projects to be funded under the capital improvements programs based on criteria which ensure that priority needs are met.

Policy 1.5.1	Criteria to rank new projects for funding under Federal, State and local capital improvements programs in the Village include: • Project reduces congestion, particularly where levels of service do not meet adopted standards. • Project improves and supports public transportation. • Project improves pedestrian and bicycle safety and accessibility. • Project improves Village resilience to flooding and sea level rise. • Project improves intermodal facility. • Project improves hurricane evacuation and recovery. • Project improvements are the results of a redevelopment plan or similar endeavor. Criteria with half the importance of the above include the following: • Project supports urban service strategies. • Project improves or provides alternatives to the Florida Intrastate Highway System. • Project improves traffic circulation. • Project has limited environmental impact. • Project improves freight movement. • Project protects right-of-way. • Project provides continuity of capital programming.
Objective 1.6	The Village of El Portal shall identify land use reforms in order to encourage the use of non-automobile modes.
Policy 1.6.1	Coordination of land use and non-automobile modes includes promoting transit-supportive densities and a mixture of uses, increasing network connectivity, and implementing Transit-Oriented Development (T.O.D.) Principles in the vicinity of existing or planned transit stops and stations.
Policy 1.6.2	Encourage local commercial uses by improving walkability between single family residential areas and the Z4 and Z5 zoning districts.
Objective 1.7	The Village of El Portal shall encourage the use of bicycles by studying communities that have implemented safe bicycle infrastructure and implementing similar infrastructure in the Village of El Portal.
Policy 1.7.1	Safe bicycle infrastructure may include protected bike lanes and protected intersections, bike boxes at intersections, buffered bike lanes, sharrows on streets with a low design speed, locations for bike share and bike rental, sufficient and safe bike storage areas, and sufficient bike parking.
Policy 1.7.2	Bicycle infrastructure should be coordinated with Metropolitan Miami-Dade County's efforts for improved bicycle connectivity and safety.

HOUSING ELEMENT

Data and Analysis

El Portal is a developed, predominantly residential community within the metropolitan Miami urban area. There are very few remaining vacant residential lots in the Village. The opportunity for the development of new subdivisions or major residential building projects is therefore largely limited to redevelopment. This condition is evidenced by the fact that few building permits for new residential construction have been issued since 1975. There has been a 20.3% increase in the total resident population since 2000.

This housing element contains an overview of existing housing conditions, followed by an analysis of future housing needs and statements of a goal, objectives, and policies. The analysis contains commentary regarding the maintenance of the quality of the existing housing stock.

2010 Housing Characteristics

Housing Type: El Portal is not only residential in nature, it is also predominantly comprised of single-family detached housing. According to the 2015 American Community Survey, 77.9% of the year-round housing units were single-family dwellings. The dominant single-family residential character in El Portal is in strong contrast to Miami-Dade County, where only 43.8% of the year-round housing units were single-family in 2015. Total units and percentage of inventory for the type of unit is shown in Table 3.1, which compares the El Portal, adjacent Miami Shores Village, and Miami-Dade County housing inventory in 2010.

Tenure: Reinforcing the fact that El Portal is predominantly single-family, a very high percentage of the housing units are owner-occupied. In 2010, the Census reported that 64 percent of all occupied units were owner-occupied. The remaining 36 percent were renter-occupied units. Table 3.2 illustrates the difference between the tenure characteristics of El Portal and Miami-Dade County. In the County, the owner-occupancy rate was reported to only 53.9 percent in 2010. The contrasts between El Portal and Miami-Dade County indicate that El Portal is a developed, stable residential community.

Age of Housing: The reported age of housing structures in El Portal is another indicator of the established residential character of the Village. A significant portion of the housing stock in El Portal is over 40 years old. According to the U.S. Census, 878 total housing units were in place in 2000 and this increased to 965 in 2010 and 969 in 2017. 92 percent of the housing stock was constructed prior to 1980.

Renter-occupied housing costs: The median contract rent for specified renter-occupied housing units at the time of the 2017 American Community Survey was \$1,125 a month in El Portal. This was comparable to the median rent of \$1,079 a month for Miami-Dade County.

Owner-occupied housing value: The median value of specified owner-occupied housing units in El Portal was \$356,790 in 2017. This was comparable to the \$281,555 value in Miami-Dade

County, but was 116 percent above the adjacent community of Miami Shores Village.

Rent-to-Income and Cost-to-Income Ratios: The household income for renter-occupied and owner-occupied housing units (which is necessary for determining these ratios) for El Portal is not available from the Census; these figures are provided only for communities over 2,500 population. Therefore, the 2010 ratios for adjacent Miami Shores Village (a very similar housing stock and income range) were used to make the estimates in Tables 3.6 and 3.7. They show that most of households are paying less than one-third of their income for housing, which is desirable.

Housing Conditions

Housing units may be considered substandard based upon the lack of complete plumbing for exclusive use and more than one person residing per room (as a measure of overcrowding). The 2017 American Community Survey reported 44 occupied housing units lacking complete plumbing for exclusive use. There were 49 housing units reported as having more than one person residing per room. Data on lack of central heating is not available but is not really applicable to Miami-Dade County's tropical climate. Since over 90 percent of the housing stock is more than 40 years old, the condition of housing is an important consideration. Deteriorated is defined as in need of significant minor repairs due to deferred maintenance. Dilapidated means unfit for habitation and thus in need of substantial rehabilitation or demolition.

Specialized Housing Characteristics

Subsidized Rental Housing Development: There are no government-subsidized rental housing developments in El Portal, according to State and local records or the U.S. Department of Housing and Urban Development list of Projects Under Development in Miami-Dade County.

Group Homes: There are no centers for independent living in El Portal. The only facility of this type in Miami-Dade County is the C-Sail Center located in the City of Miami. There are no long-term residential care facilities in El Portal. According to the Department of Health and Rehabilitative Services District Office in Miami-Dade County, there are no family group homes, no foster family group homes, and no licensed child caring or child placing facilities within El Portal.

Historically Significant Housing: The Historic Preservation Division of the Miami-Dade Office of Community and Economic Development surveyed Miami-Dade County between 1978 and 1980 in order to inventory properties worthy of historic designation. 28 residential properties in El Portal were identified for consideration of historic property designation, and are listed on the State Master File. Since then, the properties listed on the State Master Site File has been reduced; see Table 3.4. The Village encourages a resurvey of resources. To date, three properties have obtained official local designation as historic property through the Miami-Dade County Office of Historic Preservation. One is the "El Portal House" at 6 N.E. 89th Street, a 1 1/2 story residence that was built in 1910, the other is the "Sherwood Forest House" at 301 NE 86th Street, built in 1924. The other properties are the El Portal Mound Site, the El Portal Archaeological Zone, and the El Portal/Little River Seawall, which are not residential.

New Household Formation: The current housing stock is expected to remain stable. Most of the identified vacant lots may be owned by adjacent homeowners and may therefore never be built upon. As the trend toward a decreasing number of persons per household continues, the total population will diminish accordingly. The household character may change in the future as the existing residents age and move to elderly care facilities or become deceased. As existing units re-enter the housing market, it is possible that younger homebuyers will gradually move into the Village, attracted by the relative value of the houses and the convenient location to employment activities in downtown Miami.

Housing Market Conditions

Anticipated New Housing Needs: Housing needs are determined by analyzing projected population trends and new household formation, in conjunction with a consideration of the life expectancy of the existing housing inventory. With little available vacant land and a stable housing stock, there is no opportunity to develop new housing beyond the anticipated occasional replacement of an existing unit.

Housing Rehabilitation: A significant portion of the housing stock was constructed between the 1920's and the 1950's. Although most of these units are in sound condition, it can be anticipated that two percent of the housing stock will become substandard and require replacement or rehabilitation.

Land Requirements for Additional Housing: Remaining vacant residential land in El Portal is extremely limited. The market feasibility of new residential redevelopment will continue to be contingent on housing market economics in the northeast Miami-Dade County area. Only four single-family lots remain to be built upon. There are no vacant multifamily parcels left in the Village. While demand for higher residential densities may increase in the future, El Portal does not anticipate any change in existing densities during the next ten years.

Private Sector Housing Delivery Process: Development and redevelopment of the housing stock is a function undertaken by the private sector. El Portal does not build any housing, although the development regulations of the Village do guide and govern the private sector's residential construction activity. The maintenance of the housing stock is also a private sector responsibility. El Portal does play an important indirect role in this regard, as the enforcement of zoning and housing codes acts as a constant reminder to the private sector of its maintenance responsibilities. The private sector is not anticipated to have any difficulty meeting the needs for replacement and rehabilitation of the existing housing stock.

Elimination of Substandard Housing

It is estimated that more than 80 percent of the housing stock in El Portal is between 30 and 70 years old. Adequate housing maintenance in order to minimize the effects of age and deterioration is important. Although the housing has been generally well-maintained up to this time, a threshold point is rapidly being reached. Effectiveness of code enforcement operations may be a significant factor for ensuring that substandard housing does not become a serious problem. Substandard housing concerns occur in three primary areas.

Multiple Occupancy: This issue concerns the existence of substandard living conditions resulting from overcrowding. This problem, which affects many communities in South Florida, is primarily a result of immigration by persons not yet familiar with the rules, codes, and accepted standards of living in the United States. Multiple occupancy is the most difficult substandard housing condition to enforce and to correct. Although enforcement falls solely upon the Village at this time and for the foreseeable future, it may become a problem of such magnitude that it could eventually need to be addressed by the State Legislature.

Structural Failures: Some structural failures may occur in the older housing within the next 10 to 15 years. These failures may be expected to take the form of concrete tie-beam failure or roof structure collapse. Inspection of these structural elements is beyond the scope of the building and code enforcement personnel at the local level. If such failures do occur, the involvement of El Portal will be limited to approval and inspection of any replacement and rehabilitation work undertaken by private firms.

Code Violations: The units in the housing stock creating the greatest number of problems and receiving the majority of violation citations are units with absentee ownership. Property owners who live elsewhere are too often not concerned with the condition of their property, and renters as a rule do not maintain their homes with the same care as homeowners. Only 25 percent of the housing stock in El Portal was renter-occupied, according to the 2010 Census. It is fortunate that this figure is low (Miami-Dade County, in contrast was at 44.2 percent), as an on-going and directed program of code enforcement will be necessary in order to insure maintenance of the condition of the rental housing stock.

The housing stock in El Portal is showing signs of ageing, as evidenced by the houses that require painting and other forms of maintenance. The current program of code enforcement should be continued in order to ensure that today's maintenance problems do not become tomorrow's full-scale neglect and deterioration of the housing stock. Multiple-occupancy and overcrowded living conditions, despite the difficulties of enforcement procedures, should be carefully monitored and new, more effective enforcement procedures sought.

Provision of Adequate Sites for Housing

Low and Moderate Income Housing: The South Florida Low Income Housing Task Force has recommended that housing issues for low and moderate income families be addressed on the basis of housing markets. In Miami-Dade County these areas are defined as the seven major statistical areas used by Miami-Dade Planning. El Portal is in the Northeast Miami-Dade housing market area. Median household income in Miami-Dade County was estimated to be \$46,338 in 2017 by 2013-2017 American Community Survey Estimates). The HUD estimates define income levels for analysis purposes. Very low income is 50 percent of the median, or \$14,850. The moderate family income level is between 80 and 120 percent of the median, or \$26,774 to \$37,535. These figures are for a family of four and are further adjusted for family size.

Affordability: Families in the low and very low income ranges are not typically participants in the home-ownership market. It is therefore appropriate to focus on rental housing for this issue. By

adjusting the reported gross rent for specified renter-occupied units in the 2010 Census for inflation, it can be estimated that El Portal had adequate rental units which were affordable by families in the very low income range in 2010. This analysis does not adjust for below market rents in the reported units or changes in the rental housing stock since the Census. The amount of affordable units may have changed significantly since 2010, and cannot be accurately determined without a current housing market study.

Recent sales of owner-occupied units in El Portal indicate that there is ample housing for moderate income families in the Village. Although El Portal is a moderate to middle income community, there does not appear to be any problem regarding affordable housing in the Village. The housing market appears to be consistent with the financial capabilities of the population. Since the housing stock is stabilized and there is no available vacant land for new development, it is not possible to provide for future housing at any special income level without public incentives beyond the financial capability of the Village.

Licensed Group and Foster Homes: Provision of adequate sites for licensed group and foster homes is an issue of regional importance. At the present time there are no foster care facilities and no licensed adult congregate living facilities in El Portal. Chapter 163, Florida Statutes, requires that the provision of adequate sites for group homes and foster care facilities in residential areas or areas with residential character be addressed in local comprehensive plans. Village regulations should allow these uses only on the residential frontage on North Miami and N.E. 2nd Avenues with the following limits: no more than six residents per facility, similar facilities may not be located within 1500 feet of an established facility, a specified minimum floor area per resident and each facility must maintain a residential appearance appropriate to the existing neighborhood character. *All* other applicable Village, County, and State regulations must also be satisfied before local approval will be granted.

Historically Significant Housing

Efforts toward additional National Register of Historic Places nominations or locally-designated preservation districts and historically significant housing should be encouraged, by both the public and private sectors. Pride is generated by the designation of such housing or districts, which can lead to the revitalization and continued maintenance of local historic residential properties. The result is that such properties or areas are much more likely to be well-maintained, and rehabilitation efforts are promoted.

Since many residential properties in El Portal were identified for consideration to receive historic property designation, efforts should be made to encourage such status. Special County, State and federal funds are available for the renovation and rehabilitation of officially-designated historic properties. The Village will coordinate such efforts with the Miami-Dade County Office of Historic Preservation, which regulates local designations in El Portal.

Table 3.1
Housing Type, 2018
El Portal, Miami Shores and Miami-Dade County

	Total Year-Round Housing Units	Single-Family Mobile Homes	Single-Family as Percent of Total Units
El Portal	1,049	0	100%
Miami Shores	3,918	0	100%
Miami-Dade County	858,232	12,211	1.42%

Note: Percents rounded
Source: Miami-Dade County GIS (2018)

Table 3.2
Housing Tenure Characteristics as a Percentage of Occupied Units
2010 El Portal and Miami-Dade County

Tenure	El Portal 2010	
	Units	Percent
Occupied Housing Units	847	100.0
Owner-Occupied	635	75.0
Renter-Occupied	212	25.0
Tenure	Miami-Dade County 2010	
	Units	Percent
Occupied Housing Units	867,352	100.0
Owner-Occupied	438,874	55.8
Renter-Occupied	383,478	44.2

Source: US Census Bureau 2010

Table 3.3
Housing Units, 2018 El Portal

	Number of Buildings	Percent Change
Before 1970	722	92%
After 1970	36	5%
Unknown	27	3%

Source: Miami-Dade County GIS (2018)

Table 3.4
Historical and Architectural Sites of Major Significance

Address	Site Name	Year Built
8900 NE 1 st Avenue	Satchell Home	1927
112 NE 88 th Street	Vinton House	c.1926
101 NE 87 th Street	Brett House	c.1930
100 NE 88 th Street	Duff House	c.1926
6 NE 89 th Street	Emily Brion House	c.1900
519 NE 83 rd Street	519 NE 83 rd Street	c.1915
301 NE 86 th Street	301 NE 86 th Street	c.1925
176 NW 91 st Street	176 NW 91 st Street	c.1935

Source: Florida Master Site File (2021).

HOUSING ELEMENT

Goals, Objectives, and Policies

- Goal 1** *The Village of El Portal shall continue to assure the availability of a mix of housing types that are affordable, accessible, and in sound condition.*
- Objective 1.1** The Village shall continue to assist the private sector in providing the limited “in-fill” housing that El Portal can accommodate. “In-fill” housing is new housing on scattered lots in neighborhoods which are largely developed.
- Policy 1.1.1 The Village shall continue to utilize the Future Land Use Plan and zoning map to assure a diversity of housing types.
- Policy 1.1.2 The Village shall continue a municipal development application review process that minimizes delay yet assures quality control.
- Policy 1.1.3 The Village shall encourage the development and redevelopment of housing that provides a diversity of building types, enhances public safety, minimizes adverse effects to the environment, and encourages energy efficiency.
- Objective 1.2** The Village shall continue to maintain a stock with no structurally substandard units.
- Policy 1.2.1 The Village shall continue to enforce the minimum housing standards ordinance in order to prevent substandard housing.
- Policy 1.2.2 The Village code enforcement personnel shall continue to assist eligible homeowners in contacting County Housing and Urban Development officials relative to Community Development Block Grant low interest rehabilitation loans.
- Policy 1.2.3 Through technical assistance by Village officials and coordination with the Miami-Dade County Office of Historic Preservation regarding potential designation, the Village shall continue to monitor and preserve (through restoration) the architecturally significant houses.
- Policy 1.2.4 The Village shall continue to coordinate with Miami-Dade County Office of Historic Preservation and Dade Heritage Trust to document the cultural and architectural character of the housing in the Village, encourage local historic designation, and provide technical assistance, education, and assistance with identifying opportunities for financial assistance, such as grants for the rehabilitation of historically significant housing.

- Objective 1.3** The Village officials shall continue to provide technical assistance to developers seeking permits for quality “in-fill” development that reaches low or moderate income households.
- Policy 1.3.1 In the development review process, the Village shall continue to assist and counsel any developer that plans to provide quality low or moderate income “in-fill” single- family units.
- Objective 1.4** The Village shall continue to accommodate a fair share of the County’s group homes.
- Policy 1.4.1** The Village shall continue to foster residential alternatives to institutionalization, group homes, and foster care facilities that are licensed/funded by the Florida Department of Health shall continue to be permitted to be established along the residential frontage of N.E. 2nd Avenue with the following conditions: group homes and foster care facilities shall be designed to meet State law in general and Chapter 419, F.S., in particular, no more than six residents per facility, similar facilities may not be located within 1,500 feet of an established facility, with a specified minimum floor area per resident and each facility must maintain a residential appearance appropriate to the existing neighborhood character.
- Objective 1.5** The Village shall coordinate with the appropriate agencies to ensure that an adequate relocation plan is in place and that assistance is available for residents who are displaced by Federal, State, or local government programs and projects. See policy for measurability.
- Policy 1.5.1 The Village shall not approve a site plan or zone change for development or redevelopment of any site unless a relocation plan (meeting applicable State requirements) has been received and approved by the Village Council.
- Objective 1.6** The Village shall investigate strategies to address the need for affordable housing (homeownership and rental) for its existing and future residents.
- Policy 1.6.1 The Village shall continue to provide residents and individuals employed in El Portal information pertaining to programs to aid in job training, day-care facilities, English language courses and high school equivalency (GED) which are currently provided by federal, State and County agencies, and; information about federal, State and County housing assistance programs to existing and future residents. The Village shall continue to seek funding sources to assist low and moderate income households with housing improvements necessary to meet Village code requirements.

- Policy 1.6.2 The Village shall review the zoning regulations in order to encourage developers to include affordable housing (homeownership and rental) among the mix of housing types in any future development or redevelopment proposal that consists of more than ten new residential units, and shall implement strategies to reduce regulatory barriers to the provision of affordable housing as appropriate and necessary.
- Policy 1.6.3 If the Village pursues annexation of lots between NW 5 Avenue and I-95 and north of NW 87th St, then the Village shall produce a neighborhood plan and zoning district or districts that allow for a range of housing types, including single-family attached housing and multi-family housing, on those lands contemplated for annexation.

INFRASTRUCTURE ELEMENT

Data and Analysis

Wastewater, solid waste, drainage, and potable water facilities, and natural groundwater aquifer recharge are presented in separate sub-elements. Each of the sub-elements includes an inventory of system physical components, geographic service areas, facility design capacities, current and projected demand levels, and service level standards, where appropriate. Problems and needs are identified, ways to provide for future system requirements are examined, and the extent of facilities requirements for the solution of any identified problems and needs are analyzed. The evaluation of facility needs has been based on the best available demographic and land use data and projections.

Statements of goals, objectives, and policies conclude each sub-element. These statements provide direction for the municipal programs and activities which affect the coordinated and efficient use of the specified infrastructure facilities to assure that the service needs of El Portal will be met in the future.

SANITARY SEWER SUB-ELEMENT

Septic Tank Systems

El Portal does not provide public sanitary sewers or wastewater treatment and disposal facilities to serve Village residents. Wastewater disposal needs within El Portal are served by septic systems on each parcel. Septic tank systems provide on-site wastewater treatment for both residential and non-residential uses in El Portal. Effluent from septic tanks is discharged into a drainfield where it percolates into the soil. Soil permeability and depth to the water table are limiting factors on septic tank drainfield performance. Settled solids within septic tanks must be removed periodically. These solid residues, called septage, are removed by private contractors and disposed of at approved solid waste facilities operated by the Miami-Dade County Division of Solid Waste. The volume of septage sludges removed from El Portal cannot be accurately determined, but represents an insignificant amount of the total volume of septage requiring disposal in Miami-Dade County. The Miami-Dade County Department of Solid Waste Management anticipates maintaining adequate disposal capacity to serve the Village over the next ten years. See Solid Waste Sub-element for specifics on capacity.

Eliminating septic tanks and connection to Miami-Dade County's central sewer collection system is a priority for the County. As a result of rising sea levels, groundwater levels are also anticipated to rise in future years. Many of the septic tanks within the Village are substandard and are failing due to various reasons including, but not limited to, rising ground water levels impacted by the rising water levels in the adjacent C-7 Canal. Most septic tanks are lower than the elevations currently maintained in the Little River and are expected to rise even further in the coming years. Septic systems fail when the wastewater they contain comes in contact with groundwater. Septic drainfield ideally require groundwater levels to be at least 12" below them to properly function. The groundwater levels in areas within El Portal are currently less than 12" below the drainfields, and are expected to worsen as sea level and ground water levels rise in the future. This type of failure is not easily detected and can result in pollution of nearby streams or other bodies of water.

In keeping with the initiative to eliminate private septic systems throughout Florida and Miami-Dade County, improve water quality, reduce public health risks, implement a climate change driven adaptation initiative associated with sea level rise, and provide a vital public service to the Village's residents, The Village intends to implement a septic to sewer conversion project.

Soils Suitability

The El Portal Soil Survey Map delineates the generalized soil groups within the Village, based on the Soil Survey of Dade County. The Survey rates the predominant fine sand soils groups as having moderate limitations for septic tank drainfields. Site-specific limitations in the Village are considered during the permit review and approval process. The soils west of N.E. 5th Avenue and generally north of 87th Street are fine sands with rapid to very rapid drainage and percolation characteristics. These soils are suitable for septic tank systems, with the possible exception of periods when the water table is highly elevated.

SOLID WASTE SUB-ELEMENT

El Portal is provided with the collection of residential and commercial solid waste within the Village limits by private contract haulers. The waste is collected and then transported to either the Miami-Dade Northeast Transfer Station or the Resource Recovery Facility. Solid waste disposal operations in Miami-Dade County are the responsibility of the Miami-Dade County Department of Solid Waste Management.

Municipal Solid Waste Collection

Collection of household solid waste in El Portal is provided on a twice-weekly schedule by Waste Management, Inc., which operates vehicles to service both residential and commercial accounts. Collection of trash (primarily clippings from lawn maintenance) is provided by Waste Management, Inc. on a regular schedule, with occasional collection on an “as-needed” basis. Waste Management, Inc. has adequate capacity to maintain the existing level of collection service.

Solid Waste Disposal Facilities

All solid waste collected from the Village is transported to facilities operated by the Miami-Dade County Department of Solid Waste Management. First it goes to the Northeast Transfer Station on Northwest Sixth Avenue. A Resources Recovery Facility located on a 160-acre site off of Northwest 97th Avenue then receives almost all of the residential and commercial waste. Yard clippings or trash may be delivered directly to the North Dade Landfill on Northwest 47th Avenue.

Because all disposal occurs at locations remote from El Portal, there is no adverse impact upon local natural resources. See Miami-Dade Water, Sewer and Solid Waste Element for natural resource impact of their facilities.

In El Portal, private waste collection services operate efficiently and provide Village residents with an excellent level of Service that matches or exceeds industry standards for smaller cities. Miami-Dade County provides adequate capacity for the disposal of solid waste generated in El Portal. Expansion of the existing system is funded and plans are being implemented to assure that adequate waste disposal capacity will continue to be available through 2030. Dade County disposal facilities will meet the needs of the Village through the planning period. Therefore, El Portal will not need to reconsider the feasibility of operating municipally-owned collection facilities.

DRAINAGE FACILITIES SUB-ELEMENT

Natural drainage patterns in South Florida have been altered extensively since the 1880's. Perhaps no other place in the world has such an extensive system of drainage facilities for stormwater management or has experienced such significant alteration in natural drainage patterns in such a short time. In El Portal, as in most of coastal Miami-Dade County, the natural drainage system has been largely replaced by swales, ditches, canals, and storm sewers.

The natural drainage features of El Portal have been substantially altered by urbanization. The native mangrove swamp fringe along the Little River Canal has been largely replaced by bulkheads and made land built up from fill. The canal and stormwater sewer facilities have replaced natural drainage channels. Stormwater runoff is discharged into Biscayne Bay through the Little River Canal or stormwater sewer outfalls located along the canal in the Village. El Portal lies entirely within the Little River Canal drainage basin.

The Little River Canal is part of the coastal canal network in Miami-Dade County. The canals provide primary drainage for the intensely developed urban areas along the coast. The primary canal system is operated by the South Florida Water Management District. The Miami-Dade County Water Conservation District maintains secondary canals which feed into the Water Management District canals. The stormwater drainage system in the Village discharges into the canal and then to Biscayne Bay. The coastal canal network connects the urban areas on the coastal highlands in eastern Dade County with the water conservation areas and Everglades National Park in west Dade. Drainage flows through the canals are controlled by the South Florida Water Management District and the canals are equipped with salinity dams to allow fresh water discharge to the bay and to prevent salt water intrusion during periods of low flow.

Drainage

The highly localized and seasonal characteristics of rainfall in the form of summer thundershowers in Miami-Dade County prohibits a more accurate estimate of average daily flows. During the wet months, however, when El Portal can receive over six inches of rainfall in a given month, the drainage flow can rise to over 0.8 million gallons per day. Average daily drainage volume during the dry season will be much lower. The remaining rainfall either evaporates, percolates into the ground, or is otherwise disposed.

Drainage Facilities

There are three public agencies which own and maintain drainage facilities in El Portal. Drainage facilities in El Portal include the Little River Canal (C-7), storm sewers, and stormwater detention facilities. Miami-Dade County has installed stormwater drains along North Miami Avenue and NE 2nd Avenue, which are maintained by the County road department. El Portal maintains a storm sewer along NW 87th Street which discharges to the Little River Canal. The Village also has installed a french drain at 10 NW 89th Street to improve stormwater drainage in that area. Rainfall either percolates into the ground or is drained through the Biscayne Canal and the Village's stormwater drainage system and then discharged into Biscayne Bay. The South Florida Water Management District maintains the Little River Canal, which is the southern boundary of El Portal and discharges into Biscayne Bay.

Public and private drainage facilities in El Portal have proven to be adequate to handle stormwater runoff, with the same limited areas which experience temporary flooding during and following severe storm events. Since the Village is largely developed, it is evident that the existing drainage facilities system should be adequate to serve the drainage needs of the Village during the planning period. Regular maintenance of the drainage infrastructure will assure that drainage problems are minimized. Stormwater management requirements have been incorporated into the State, County, and Village development regulations to ensure that new development and redevelopment does not negatively impact existing drainage conditions or facilities.

Rainfall

Average annual is about sixty inches, although rainfall in any given year can vary substantially, usually between forty inches to eighty inches. More than seventy-five percent of the precipitation occurs between May and October, with an average of over six inches of rain in each of these months. During the dry season, monthly rainfall average between one and 3.5 inches. The 1-day, 1-in-10 year frequency storm has about nine inches of rainfall, and the 1-in-25 year storm had about 10.5 inches of rainfall.

Terrain

El Portal is characterized by gently sloping terrain rising from near sea level at the Little River Canal to slightly more than ten feet in elevation. Most of the soils in El Portal are composed of fine sands with rapid to very rapid percolation rates to the groundwater table. There are some peats and marls along the canal and the railroad right-of-way.

POTABLE WATER FACILITIES SUB-ELEMENT

Potable water needs within El Portal are served by the Miami-Dade Water and Sewer Department, which is the largest supplier of potable water in the County. El Portal does not provide potable water treatment and distribution facilities to serve residents. The Water and Sewer Department owns and maintains the water distribution system in the Village. The Authority also provides treated potable water for most of the County, either as the direct supplier or through bulk water supply contracts to other utilities. The Florida Department of Environmental Protection has certified that the potable water supply of El Portal meets Florida drinking water standards.

The Miami-Dade County Water Quality Management Plan directs the Authority to establish a single County-wide water supply and distribution system. The water distribution system in El Portal is part of the regional water supply and distribution system in north Miami-Dade County, which is substantially developed in accordance with the Miami-Dade County Comprehensive Development Master Plan and the Water Quality Management Plan. The water distribution system in the Village also meets the established minimum fire flow rates set in cooperation with the Miami-Dade County Fire Department and Department of Environmental Resources Management.

Potable Water Supply

Exhibit C-8

Retail Municipal Customers Water Demand Projections

Municipality	Projection Year	Population*	2018 Gallons Per Capita per Day (GPD)	Projected Water Demand (MGD)
El Portal	2019	2,363	61.49	0.15
El Portal	2020	2,374	61.49	0.15
El Portal	2025	2,431	61.49	0.15
El Portal	2030	2,487	61.49	0.15
El Portal	2035	2,544	61.49	0.16
El Portal	2040	2,601	61.49	0.16

Source: Miami-Dade County Water and Sewer Department

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT INTRODUCTION

The hydrologic unit of water-bearing rocks known as the Biscayne Aquifer underlies all of the coastal area and most of the Everglades in Dade County. Almost all of the water supply for the County is drawn from the unconfined groundwater in the aquifer. The Hialeah-Preston Water Treatment Plant which supplies potable water for El Portal uses the aquifer as its source of water. One of the most permeable and productive aquifers in the world, the Biscayne Aquifer is quickly recharged by rainfall due to the high rate of rainfall penetration and surface water infiltration. The Dade County Comprehensive Development Master Plan identifies groundwater and aquifer recharge condition in the County.

Groundwater

The water table is only a few feet above sea level in the western area of El Portal and has a slight gradient toward sea level at the Little River Canal and toward Biscayne Boulevard. Although urbanization has increased the amount of surface water runoff, the rate of infiltration remains high. The variation in hydrologic conditions makes a quantitative assessment of groundwater in the Village very difficult to determine with a significant degree of accuracy. Rates of natural groundwater recharge and discharge constantly change in relations with the intensity, distribution, and duration of rainfall, the water table stage, water management, and sea level changes. Water discharge through the Little River Canal helps to maintain a high water table. Groundwater quantity conditions are also affected by evapo transpiration from plants since the water table is so near the ground surface and penetrated by roof systems.

Figure 8 illustrates water movement in the Biscayne Aquifer. Rainfall penetrates the ground and flows down into the oolitic limestone of the Fort Thompson geologic formation. Further downward penetration is prevented by the confining beds of the Tamiami Formation. The groundwater then flows laterally on a slight gradient toward the coast, where it mixes with saltwater. Withdrawal of fresh water near the coast can result in saltwater intrusion. There are no public water supply wells in El Portal to withdraw groundwater in an amount which would lead to saltwater intrusion.

Aquifer Recharge

Aquifer recharge in El Portal occurs from surface water infiltration, the stormwater drainage system and the Little River Canal. During the dry season, water seeps outward from the canal to the water table. During the wet season, groundwater flows into the canal and is discharged into Biscayne Bay. Downward percolation of water from the shallow groundwater to the Biscayne Aquifer occurs, but unlikely to be significant given the close location of the Village to Biscayne Bay. Recharge characteristics vary considerably from area to area in Dade County. Significant recharge occurs in the Everglades and the Water Conservation Areas. El Portal is not identified as being in a prime aquifer recharge area.

INFRASTRUCTURE ELEMENT

Goals, Objectives, and Policies

Goal 1 To provide and maintain the public infrastructure in a manner that will insure public health, safety and quality of life.

SANITARY SEWER

Objective 1.1 Provide an effective sanitary sewer treatment that meets the Village's present and future needs, is cost-effective, protects public health and the built environment.

Policy 1.1.1 Vacant single-family residential lots can have septic tanks installed provided that a connection to sanitary sewer shall be required upon availability of such service.

Policy 1.1.2 When requesting a permit for a new building that will utilize septic tanks, the developer shall provide a soil survey.

Policy 1.1.3 Require extension of the County sanitary sewer line and the provision of a sewer pump station to serve the redevelopment of the former Little Farm Trailer Park site.

Policy 1.1.4 The Village shall require new development east of the railroad to provide tie-in capability for a sanitary sewer and require sewer line extension if any redevelopment project building generates more than 1,500 gallons of sewage per day.

CONCURRENCY MANAGEMENT

Objective 1.2 The Village shall continue to implement its concurrency requirements as specified in this Comprehensive Plan and in the Land Development Regulations, and other appropriate strategies, in order to provide and maintain the adopted levels of service standards during the planning period, and to ensure that new or expanded facilities (as needed) are provided concurrent with new development or redevelopment that will result in increased intensity of use.

Policy 1.2.1 Drainage: Drainage facilities shall conform with the design criteria established in the 2019 Stormwater Master Plan in order to meet the detailed Level of Service standard established therein.

Policy 1.2.2 To assure adequate level of service, sanitary sewer facilities shall meet the following level of service standards as identified in the Miami-Dade County Water and Sewer Department goals: The County-wide “maximum day flow” of the preceding year shall not exceed 102 percent of the County treatment system’s rated capacity.

Policy 1.2.3 Solid Waste: Provide residential collection service on a twice a week schedule with a capacity to accommodate 5.0 pounds per person per day.

Policy 1.2.4 To assure adequate level of service, potable water facilities shall meet the following level of service standards as identified in the Miami-Dade County Water and Sewer Department goals:

- (a) The regional treatment system shall operate with a rated maximum daily capacity no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use	Min. Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; Residential on minimum lots of 7,500 sf	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

POTABLE WATER

Objective 1.3 The Village shall support, as appropriate, Miami-Dade County’s development and implementation of the 20-Year Water Supply Facilities Workplan required by Florida Statute, and the water conservation efforts of other agencies.

Policy 1.3.1 The Village shall implement measures, as appropriate, such as the regulations proposed by the South Florida Water Management District for use during periods of potable water supply shortages.

Policy 1.3.2 The Village will coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District’s regional water supply plan.

Policy 1.3.3 The Miami-Dade County 20-Year Water Supply Facilities Work Plan, as prepared by the Miami-Dade County Water and Sewer Department, dated November, 2014 is incorporated by reference into the Village of El Portal's Comprehensive Plan.

DRAINAGE

Objective 1.4 Protect the Village's natural drainage and recharge areas and the existing stormwater network from the impacts of construction and development.

Policy 1.4.1 Through implementation of its Land Development Regulations the Village will protect the drainage system and assure adequate pervious areas in conjunction with new development.

Policy 1.4.2 Enforce the prohibition of illegal homeowner paving within the right of way; ponding often results.

Policy 1.4.3 The Village shall seek funding through stormwater assessment fees or other sources in order to implement the stormwater drainage projects recommended in the 2019 Stormwater Master Plan, and to: 1) adhere to a monthly maintenance schedule of cleaning stormwater facilities; 2) obtain easements for future discharge points to Little River Canal; 3) develop swales in available right-of-ways, and; 4) educate the community on stormwater drainage issues, including guidelines for grass clippings and debris removal, lawn fertilization with regards to pollutant impacts on Little River canal, and discouraging automobile and boat cleaning and repair in the vicinity of open waterways and stormwater facilities.

SOLID WASTE

Objective 1.5 The Village shall continue to provide safe, efficient, and effective solid waste collection services to all establishments within the Village boundary and shall attempt to reduce solid waste for traditional landfill disposal by promoting a recycling program.

Policy 1.5.1 The Village shall work with the County and private contractor to achieve recycling capabilities (newspapers, cans, etc.) and then promote this service.

Policy 1.5.2 The Village shall encourage the recycling of materials through public information programs.

- Objective 1.6** The Village of El Portal shall prepare a 10-year Water Supply Facilities Work Plan by 2021. The Village of El Portal Water Supply Facilities Work Plan will be written to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village’s water demands for a 10-year period.
- Policy 1.6.1 The Village shall maintain a long-term contract with Miami-Dade County or any private entity regarding the safe and economical disposal of solid waste.
- Policy 1.6.2 The El Portal Public Works Departments shall monitor its solid waste operation to ensure that it is safe, customer-friendly, and cost-efficient.

COASTAL MANAGEMENT ELEMENT

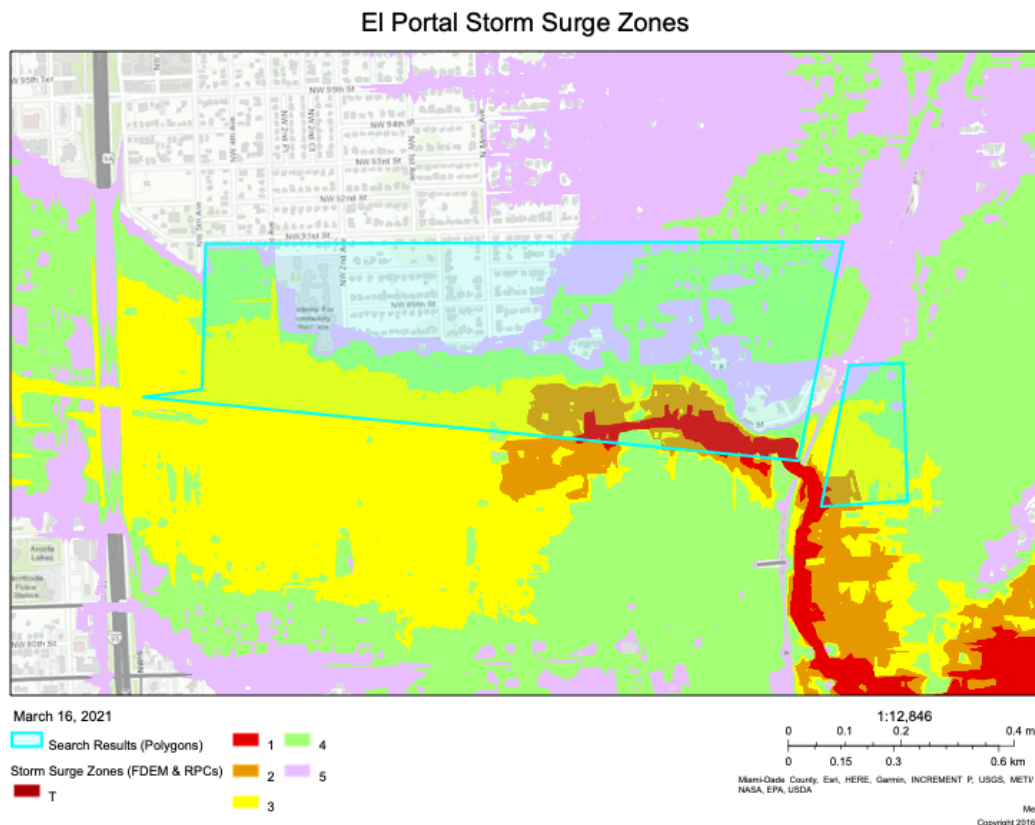
Data and Analysis

The Village of El Portal is bordered to the south by the Little River Canal. The predominant use along the shoreline is residential. Although the Miami-Dade Comprehensive Plan coastal area does not include any of El Portal and the Chapter 380 list of coastal communities does not include the Village, the Florida Department of Environmental Protection list included El Portal. Biscayne Bay is one mile to the east and downstream dams in the Little River Canal keep the El Portal segment from being estuarine, tidal or accessible to the Bay by boat; El Portal is not in a coastal high hazard area.

Coastal Zone

Although the draft County Coastal Element uses Biscayne Boulevard as the coastal zone line, the earlier Miami Shores draft plan selected the FEC railroad as the line. The two lines are about 500 feet apart in El Portal; Biscayne Boulevard is slightly east of the eastern Village Boundary. For consistency with the two plans, both lines will be declared coastal lines and the analysis will deal with the intervening area.

Flood -Risk Areas



The map “El Portal Storm Surge Zones” shows the most vulnerable areas to flooding due to storm surge in the Village of El Portal are the properties abutting the Little River Canal, particularly on

the east side.

The map series below show the areas within the Village of El Portal that are more vulnerable to sea level rise in an intermediate high scenario, 2050 (2 feet), 2080 (4 feet), and 2100 (6 feet). The areas that require planning for adaptation are those abutting the Little River Canal and the southwest section of the Village east of the FEC railway tracks.

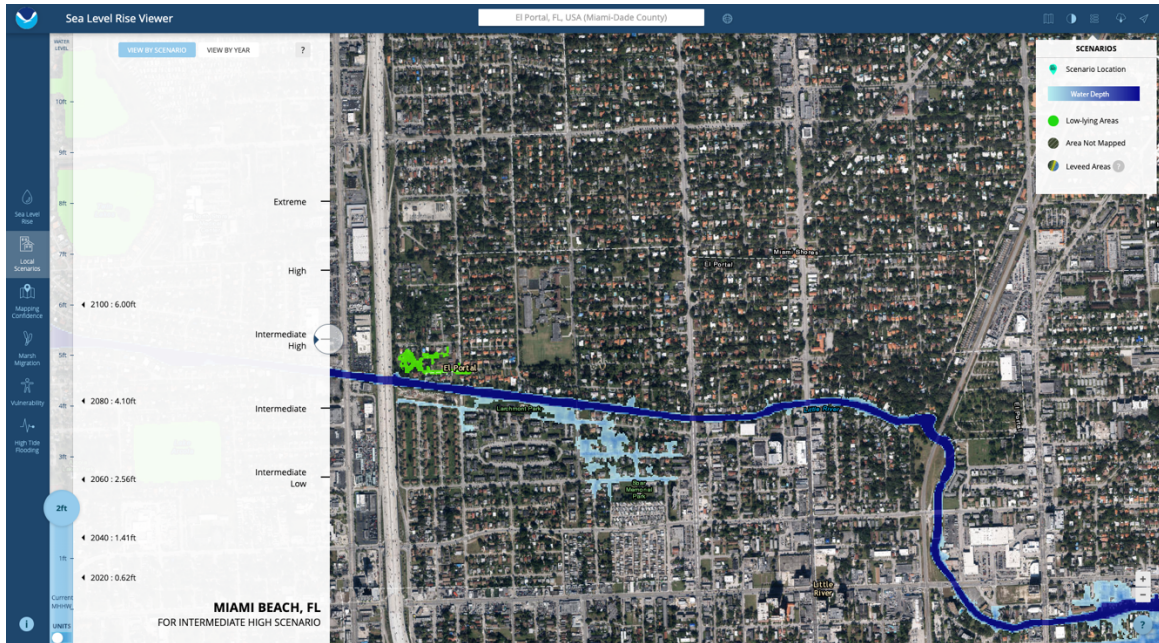


Image: Sea level rise - Intermediate high scenario – 2050 – 2 feet

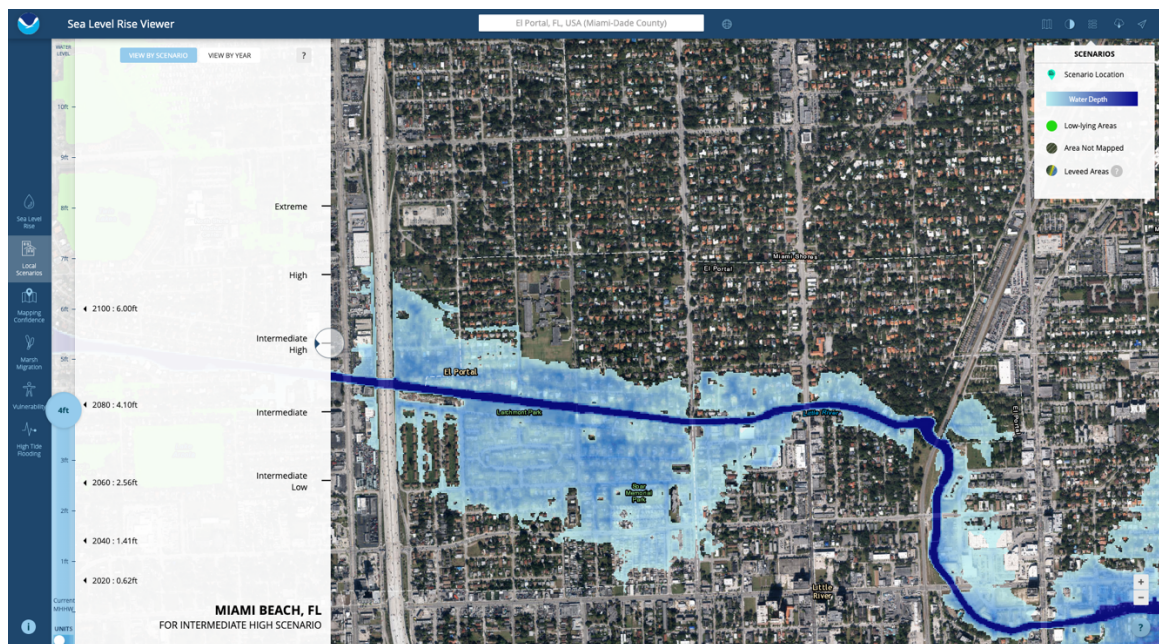


Image: Sea level rise - Intermediate high scenario – 2080 – 4 feet

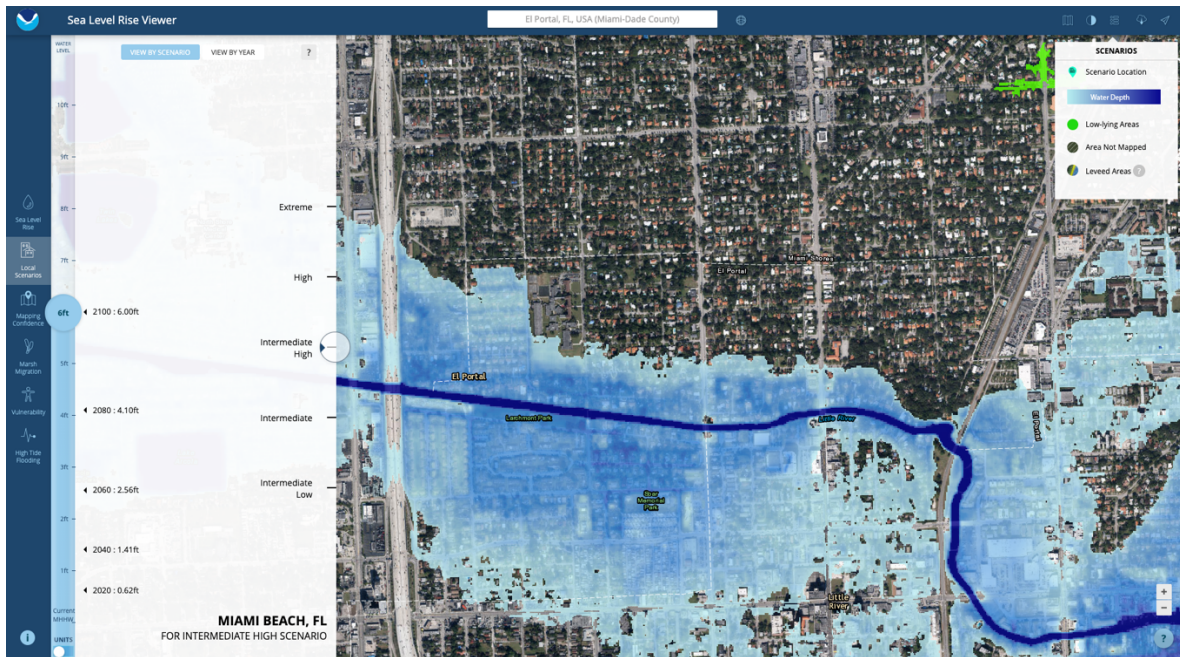


Image: Sea level rise - Intermediate high scenario – 2100 – 6 feet

Natural Resources

The coastal zone has about 150 feet of frontage on the Little River Canal which means there are no significant wildlife or vegetative communities, particularly given its urban setting. The County plan shows it as barren to dredging.

Estuarine Pollution

Not applicable in that the Village does not front on an estuary. However, there are direct stormwater outfalls into the canal. Long term alternatives to these need to be investigated.

The proposed private redevelopment of the former Little Farm Trailer Park (see Future Land Use Element) affords an opportunity to achieve improved stormwater run-off techniques as well as mitigation along the short canal frontage and elimination of septic tanks.

Coastal High Hazard Area Including Post-Disaster Redevelopment

Not applicable; not in high hazard area. There is no coastal protection structure or dune, and no history of repeated storm drainage.

Public Access Facilities

There are no public access points to the canal within the coastal zone. Private redevelopment of the mobile home park might provide this although its narrow frontage and proximity to the railroad make it unlikely. The Village's public access points are located west of the zone.

Infrastructure

The only significant infrastructure within the zone are the water lines. Other than N.W. 87th Street, the roadways are private substandard streets serving the mobile home park. Septic tanks and minimal drainage facilities serve the area. Again, private redevelopment will upgrade the

infrastructure including sanitary sewer installation and will be largely funded by the developer.

NATURAL DISASTER PLANNING

Hurricane Classification

The Saffir/Simpson Hurricane Scale: This is utilized by the National Weather Service to provide an initial and continuing assessment of potential wind and storm-surge damage from a hurricane in progress. The scale numbers are first made available when a hurricane is within 72 hours of landfall and are revised regularly based on new observations. The categories of the scale are based on maximum sustained winds in miles per hour as follows:

Category 1	74 to 95 mph
Category 2	96 to 110 mph
Category 3	111 to 130 mph
Category 4	131 to 155 mph
Category 5	above 155 mph

An “A” storm in Miami-Dade County is categories 1-3 and calls for evacuation of mobile home residents in the El Portal coastal zone. Only a more intensive “B” storm requires evacuation of other residents.

Local Vulnerability Zones

El Portal contains one vulnerability zone but no hurricane high hazard area:

The portion of the Village east of the Florida East Coast Railroad to Biscayne Boulevard has been identified as a Surge Vulnerable Area during storms of Category 4 or 5 strength.

The balance of the Village, located west of the railroad, is not within a vulnerability zone.

Local Hurricane Evacuation Plans

The Miami-Dade County Official Hurricane Readiness Guide: This is part of the County’s Emergency Management Plan, is administered by the Office of Emergency Management. The County’s Emergency Operations Center begins 24-hour operations upon issuance of a hurricane watch by the National Hurricane Center. When a hurricane warning is issued, an extensive Public Warning System is activated.

El Portal Evacuation Plan: The Village follows the County plan. The Village is provided with support services through established agreements between various agencies such as the Red Cross, Civil Air Patrol, Dade County Public Schools and the Miami-Dade County Office of Emergency Management. Hurricane evacuation procedures are coordinated with the Miami Dade Emergency Operations Center by contact established between the Miami-Dade Police Department and the El Portal Police Department.

Hurricane Evacuation Zones: El Portal falls within Zone C, Zone D, and Zone E of the Miami-Dade County Evacuation Orders Map.

Zone C: At greatest risk for storm surge for Category 3 and higher storms.

Zone D: At greatest risk for storm surge for Category 4 and higher storms.

Zone E: At greatest risk for storm surge for Category 5 storms.

Source: Miami-Dade County Emergency Status, 2020.

Red Cross Shelter Assignments: In the Southeast Florida Hurricane Evacuation Study, two Red Cross hurricane shelters were assigned to the evacuation zone that includes El Portal Village; the two North Miami schools are located on N.W. 125th Street at N.E. 7th Avenue, but they serve a large area

Metropolitan Dade County Assigned Hurricane Refuges: The Metropolitan Dade County Hurricane Procedures uses the Southeast Florida regional study as a basis for hurricane evacuation procedures, but has developed a different system for assignment of shelters (or refuges) to evacuation homes.

They assign the American Senior High School on N.W. 67th Avenue to serve only zone 25. It also can serve 2,000 people and only 1,013 are projected as requiring shelter.

Special Shelters and Community Shelters: In addition to assigned public refuges, there are 20 additional shelters in the Metro-Dade area, including Special Shelters and Community Shelters. Their addresses and capacities are shown in an appendix to this element.

Evacuation Routes

The evacuation routes assigned to Zone 25 is as follows (based upon the County Emergency Management Plan):

N.E.79th Street/81st Street west to Interstate-95; north to State Road 826; west to N.W. 67th Avenue; north to refuge at 18550 N.W. 67th Avenue.

Hazard Constraints on Evacuation Routes

The Lower Southeast Florida Hurricane Evacuation Study identified those segments of the regional transportation system that may be expected to experience gale force winds or surge inundation prior to landfall. Many roadway points in the Dade County evacuation network have been identified as likely to experience both surge inundation and gale force winds. None are located in El Portal.

Those roadway points expected to experience gale force winds prior to landfall that are of potential concern to El Portal residents are listed in the appendix.

Special Needs of the Elderly and Handicapped

The large elderly and disabled population residing in Dade County presents special problems in that these residents do not always receive preparedness instructions because of hearing or other

disabilities. Furthermore, they may be unable because of physical limitations to effect evacuation within the required amount of time.

Local disaster preparedness agencies are required by Section 252.355, Florida Statutes, to provide for voluntary registration of disabled citizens who require special assistance for evacuation. Accordingly, the Metropolitan Dade County Emergency Management Office keeps a listing of registered disabled persons and updates the list as necessary to plan for mobilization to safely evacuate this element of the population. El Portal cooperates and coordinates with the evacuation procedures and policies of the County Emergency Management Office.

As recommended in the Lower Southeast Florida Hurricane Evacuation Study, elderly and disabled persons are notified of evacuation procedures during the off-hurricane season. In order to lessen their concern for the security of their property during their absence, it is stressed that local law enforcement officers are involved in any hurricane evacuation.

The Emergency Management Office coordinates transportation for and attempts to make individual contact with elderly and disabled persons who register. However, voluntary registration had been found to be ineffective and the need for neighborly assistance is stressed as critical to the safe evacuation of these residents.

Local Measures to Maintain or Reduce Evacuation Times

The Miami-Dade County evacuation clearance time is estimated to be 9.5 to 10.5 hours after the order is given. By cooperating with the County's efforts to evacuate at risk populations early, the Village can most effectively reduce its local evacuation times. Otherwise, the street pattern of El Portal does not lend itself to improvement of evacuation time. The Village land use policies should also be sensitive to this point.

COASTAL MANAGEMENT ELEMENT

Goals, Objectives, and Policies

- | | |
|----------------------|---|
| Goal 1 | Ensure that growth that occurs in the Village does not damage or degrade the Little River Canal, but rather, protects human life and limits public expenditures in vulnerable areas. |
| Objective 1.1 | Retain the limited natural waterfront stretch on the Little River Canal. |
| Policy 1.1.1 | Preserve (and mitigate where possible) the natural canal banks to further marine and wildlife habitat. |
| Objective 1.2 | Improve the existing scenic view, and attempt to create public access to the Little River Canal shoreline wherever possible. |
| Policy 1.2.1 | In redeveloping the former Little Farm Trailer Park site, include provisions to enhance the scenic view of the Little River Canal and provide public access along the waterfront through a single or multiple open spaces, civic spaces or park spaces. |
| Policy 1.2.2 | Seek to create parks in the parcels along NW 86 th Street to provide access to the Little River Canal. |
| Objective 1.3 | Improve the environmental quality of the Little River Canal. |
| Policy 1.3.1 | In accordance with the 2019 Stormwater Master Plan, developments with proposed or existing stormwater conditions shall incorporate methods of achieving water quality preservation so as not to degrade the water quality of the receiving water body. |
| Policy 1.3.2 | The Village shall support Miami-Dade County's efforts to improve environmental water quality, including the evaluation and mitigation of any impacts of septic tanks. |
| Objective 1.4 | The Village shall continue to implement development code policies sensitive to shoreline uses, floodplains and site plan controls. Redevelopment shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60. |

- Policy 1.4.1 The Village shall amend its Land Development Regulations as appropriate to reflect recommendations of the 2019 Stormwater Master Plan and to ensure that any development in the small coastal zone area along the Little River Canal conforms to the maximum environmental requirements pertaining to such issues as runoff, tree protection and floodplain construction.
- Policy 1.4.2 The Village will increase inspection and code enforcement efforts for construction in floodplain areas bordering the Little River Canal and other areas prone to flooding within the Village to ensure that flood-resistant construction requirements in the Florida Building Code are met or exceeded.
- Policy 1.4.3 The Village shall update land development regulations in order to pursue development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas that results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
- Policy 1.4.4 The Village shall update land development regulations, specifically the transfer of development rights program, in order to reduce density and real property from flood zone designations established by the Federal Emergency Management Agency.
- Policy 1.4.5 The Village shall consider participation in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for its residents.
- Policy 1.4.6 The Village shall identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
- Objective 1.5** Create and implement an adaption action plan pertaining to flood hazard and sea-level rise.
- Policy 1.5.1 Continue to coordinate with Miami-Dade County Office of Resilience to shape the Little River Adaptation Action Area. The Little River
- Policy 1.5.2 Adaptation Area is in Miami-Dade County, completely contains the Village of El Portal, and contains portions of unincorporated Miami-Dade County and City of Miami.
- Policy 1.5.3 The Village shall augment and calibrate the findings of the Adaptation Action Plan in order to optimize outcomes for the Village of El Portal and address its needs.

Objective 1.6	Maintain existing hurricane evacuation times.
Policy 1.6.1	As a matter of land use policy, deny any major residential land use density increase requests in the coastal area in order to avoid traffic generation increases.
Policy 1.6.2	Continue to cooperate with County Police and Office of Emergency Management officials on evacuation planning and in other ways conform to the evacuation order time.
Objective 1.7	Achieve the projected level of service in the coastal zone.
Policy 1.7.1	Achieve the level of service standards as contained in the Traffic Circulation and Infrastructure Elements relative to roadways, potable water and stormwater runoff, respectively. Extend sanitary sewers into the coastal zone (unless dictated by septic tank failures) only for non-residential-redevelopment uses exceeding the standard specified in Policy 1.3.2 and in the Infrastructure Element.
Policy 1.7.2	Deny any plan amendments or rezoning requests that would increase the residential densities within the coastal zone.

Note:

- 1) Wildlife, marine and coastal barrier resources: Objective (g)2 is not applicable since the coastal zone has only 150 feet of frontage on a non estuarine canal.
- 2) Shoreline and water dependent uses: not applicable, again due to only 150 feet of shoreline on a canal not accessible by boat to the bay.
- 3) Beaches: Given the canal frontage, there are no beaches so this is not applicable.
- 4) Coastal high hazard development: Objectives (g)6 and (g)10 are not applicable since this is not a coastal high hazard area.
- 5) There are no deepwater ports in this area so any objectives regarding for its planning and not applicable.

CONSERVATION ELEMENT

Data and Analysis

The purpose of the Conservation Element of the El Portal Comprehensive Plan is to identify strategies and policies which will ensure that the Village's natural resources will be managed, protected and enhanced. The element first provides an overview and assessment of existing natural resources and then sets out a series of goal, objectives and policy statements.

The Village of El Portal's shaded streets and quiet traffic make the community a cool, green oasis. The sprawling live oaks provide a haven for the local wildlife. The Village is barely a square mile and is bordered to the south by the Little River, where many wading birds find their sustenance. In addition to the native wildlife, several stunning exotic species call El Portal home, including proud wild peacocks and bright green iguanas.

El Portal also plays host to one of South Florida's most unique historic sites, a Native American Mound that was the first archaeological site to receive historic designation in Miami-Dade County, and a Native American village site, located within the designated El Portal Archaeological Zone. Other designated sites in El Portal include the "El Portal House" at 6 N.E. 89th Street, a 1 1/2 story residence that was built in 1910, the "Sherwood Forest House" at 301 NE 86th Street, built in 1924, and the El Portal/ Little River Seawall,

Water Bodies

The Little River Canal, which forms the southern boundary of the Village, is the only significant water resource in the Village. As one of the nine major canals within the Dade County drainage system, the Little River Canal drains water from the interior conservation areas into Biscayne Bay (see Drainage Sub- Element for additional information on the functioning of this canal).

Water quality in the Little River Canal, on balance, is not good; examples of this include:

- *Herbicides*: The highest in the Biscayne Bay Aquatic Preserve basin (44.60 using the 2, 4, 5-T measure).
- *PCBs*: 21.40 ng/g¹ Aroclor, the lowest of the 14 preserve stations reporting, a good rating.
- *DDT*: 52.7 ng/g which is the highest of the three stations reporting
- *Metals*: Copper and mercury levels were low e.g. mercury at .2 ng/g but lead and zinc were high.
- *Petroleum hydrocarbons*: Relatively high at 499.95 ng/g.

The principal implication for El Portal (which has no industrial or heavy commercial uses) is that Village officials should attempt to educate residents about the importance of minimizing fertilizer and insecticide usage to help combat the high levels of nitrate/ nitrite, DOT, herbicide and other related pollutants resulting from stormwater run-off.

¹ ng-/ g = one billionth of a gram of compound/gram of surface sediment.

Air Quality

Although Miami-Dade County has been designated a non-attainment area by the Environmental Protection Agency, the Village's location close to the ocean when coupled with the prevailing easterly winds, results in generally satisfactory air quality. However, it underscores the importance of avoiding traffic congestion points within the Village and suggests the desirability of street tree plantings along the major north-south arterials and collectors.

Floodplains

About one half of the community lies in the 100-year floodplain. This is primarily the area adjacent to the Little River Canal where there exist flooding threats in the event of a 100-year frequency storm event. The area is now nearly entirely developed and presents few opportunities for mitigation.

Soil Erosion

This is not a significant issue given the developed nature of the Village.

Natural Habitat and Vegetative Communities

The forces of urban development have displaced almost all of the natural habitat and vegetative communities, including the mangrove and wetland areas abutting the canal. The pine palmetto forests, which were once the dominant type of vegetation in this area, have now largely disappeared.

Commercially Valuable Minerals

There are no known deposits of commercially valuable minerals in the Village of El Portal.

Water Needs and Sources

The Biscayne Aquifer underlies nearly all of Dade County and represents the sole source of drinking water for El Portal. The water system is supplied by the Miami-Dade Water and Sewer Department. No change is anticipated from the current Village usage which averages 200,000 gallons per day.

In general, groundwater in the superficial aquifer system of Miami-Dade County is suitable for most purposes. However, maximum concentrations of sodium, chloride, color, fluoride, iron, and dissolved solids in some parts of Dade County exceed the Florida Primary and Secondary Drinking Water Regulations maximum contaminant levels. More specifically, dissolved solids exceed standards in northwestern Dade, while sodium and chloride standards are exceeded in some coastal locations. Potassium levels vary with the season (higher during the summer) and sulfate varies geographically – higher in southern Dade as are nitrate levels. Color levels are high in the Everglades. Iron levels vary greatly.

The Village of El Portal is working with Miami Dade County Water and Sewer Department's Water Use Efficiency Section to identify the water conservation best management practices applicable to El Portal to develop its Water Conservation Plan as required by Miami-Dade County Ordinance 06-177.

CONSERVATION ELEMENT

Goals, Objectives, and Policies

- Goal 1** To preserve and enhance the natural features in El Portal.
- Objective 1.1** Make efforts to achieve compliance with State Department of Environmental Regulations standards on air quality.
- Policy 1.1.1 Continue to both require landscaping as a part of new private development and landscape public areas in order to minimize air pollution.
- Policy 1.1.2 The Village shall coordinate with the Miami Shores Village, the City of Miami, Miami-Dade County's Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), and other appropriate agencies in the implementation of street tree planting and landscaping programs along N.E. 2nd Avenue.
- Policy 1.1.3 Assist (technical and policy) planning for significant enhancement of public transit services and implementation of alternative forms of transportation to the use of personal vehicles.
- Policy 1.1.4 Require bicycle and pedestrian path installation with new development and redevelopment, and maintain existing paths to provide an alternative to automobile use.
- Objective 1.2** Continue to utilize drainage practices to minimize water pollution particularly in the Little River Canal.
- Policy 1.2.1 The Village's review of development applications and any Village drainage projects shall use retention and subsurface drains that are acceptable to the South Florida Water Management District and the Dade County Department of Environmental Resources and Management, and in conformance with the design criteria recommended in the 2019 Stormwater Master Plan.
- Policy 1.2.2 The Village shall cooperate with the Miami-Dade Water and Sewer Department and the developer in the extension of sanitary sewer lines and the provision of a sewer pump station as part of the redevelopment of the former Little Farm Trailer Park site.
- Objective 1.3** Continue to protect remaining tree stands and other significant vegetation as a part of the development review process.

Policy 1.3.1	Enforce adequate provisions for preservation of vegetative cover in the review and approval of development and redevelopment proposals.
Objective 1.4	The Village shall support, as appropriate, Miami-Dade County's development and implementation of the Water Supply Facilities Workplan required by Florida Statute, and the water conservation efforts of other agencies.
Policy 1.4.1	The Village shall implement measures, as appropriate, such as the regulations proposed by the South Florida Water Management District for use during periods of potable water supply shortages.
Objective 1.5	Implementation of the Miami-Dade County 20-year Water Supply Facilities Work Plan will ensure that adequate water supplies and public facilities are available to serve the water supply demands of the Village's population.
Policy 1.5.1	If in the future there are issues associated with water supply, conservation or reuse the Village will immediately contact Miami- Dade County WASD to address the corresponding issue(s). In addition, the Village will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.
Policy 1.5.2	The Village will enforce Miami-Dade County's Water Use Efficiency Standards Ordinance 08-14, adopted on February 5, 2008, and amended by ordinance on September 2, 2008.
Policy 1.5.3	As mandated by Section 8-31 of the Miami-Dade County Code, the Village will require the use of High Efficiency Toilets; High Efficiency Showerheads; High Efficiency Faucets; High Efficiency Clothes Washers; and Dishwashers that are Energy Star rated and WaterSense certified in all new and redeveloped residential projects.
Policy 1.5.4	As mandated by Section 8A-381 of the Miami-Dade County Code, the Village will require the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.
Policy 1.5.5	As mandated by Section 18A and 18B of the Miami-Dade County Code, the Village will require the use of Florida Friendly Landscapes guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc) on walkways,

driveways and patios.

- Policy 1.5.6 The Village will continue to enforce the landscape watering restrictions mandated by the South Florida Water Management District. The Village will continue to use code enforcement measures such as issuing warning and fines to enforce the water restrictions.
- Policy 1.5.7 As mandated by Section 32-8.2 of the Miami-Dade County Code, the Village will enforce permanent landscape irrigation restrictions.
- Policy 1.5.7 The Village will revise the Land Development Regulations to require drought tolerant landscaping in all new development within the Village.
- Policy 1.5.8 The Village will continue to coordinate with Miami-Dade Water and Sewer Department related to leak detection and repair of water lines throughout the Village.
- Objective 1.6** To ensure that resources are effectively managed to preserve, protect and enhance natural systems, wildlife, fisheries and habitat.
- Policy 1.6.1 The Village shall continue to protect its natural resources to continue to provide a haven to local wildlife.
- Policy 1.6.2 Preserve, maintain and protect historically designated El Portal Mound Archaeological Site and the El Portal Archaeological Zone. Any ground disturbing activities within the archaeological zone shall require coordination with Miami-Dade County Office of Historic Preservation and a Certificate to Dig permit.