

When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Please be advised that if you don't turn off your cell phone or pager and it rings, you will be asked to leave the chambers.

**MEETING OF THE
PLANNING AND ZONING BOARD
QUASI-JUDICIAL PUBLIC HEARING**

March 20, 2018

AGENDA

CALL TO ORDER: Set for 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Request for approval for a new multi-family dwelling for “Driftwood” located at 9955 E. Bay Harbor Drive, Lots 19-21 of Block 4. On February 6th the Board denied the project. The developers have made changes as per the Boards request. The Developers are proposing to construct a thirty-five (35) dwelling unit mid rise residential development. The proposed units range from 1,877 to 2,739 sq. ft. of a/c plus balconies, etc. The proposed design incorporates one trapezoid shaped 7 story building positioned on top of a partially depressed parking garage @ max. 75 feet above BFE. The developer will be required to obtain 9 Transfer of Development Rights (TDR). Enclosed please find the site plan and elevations. (Item #1)

** Staff Review:* Design meets Town Code and was approved by the Development Review Committee pending the approval of 9 Transfer of Development Rights.

PUBLIC COMMENT - PUBLIC COMMENT - for the purpose of hearing any public comment with respect to an application for site plan approval at 9955 E. Bay Harbor Drive.

CONCLUSION OF QUASI-JUDICIAL PUBLIC HEARING

2. **Discussion and recommendation** requested by the Town Council regarding the design standards for single family homes on the West Island. Enclosed is a study provided by Town Planner Michael Miller.

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Planning and Zoning Board with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purposes he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

March 20, 2018

ITEM NUMBER: 1.

ITEM: Request for approval for a new multi-family dwelling for “Driftwood” located at 9955 E. Bay Harbor Drive, Lots 19-21 of Block 4. On February 6th the Board denied the project. The developers have made changes as per the Boards request. The Developers are proposing to construct a thirty-five (35) dwelling unit mid rise residential development. The proposed units range from 1,877 to 2,739 sq. ft. of a/c plus balconies, etc. The proposed design incorporates one trapezoid shaped 7 story building positioned on top of a partially depressed parking garage @ max. 75 feet above BFE. The developer will be required to obtain 9 Transfer of Development Rights (TDR). Enclosed please find the site plan and elevations. (Item #1)

DESCRIPTION:

PUBLIC COMMENT - for the purpose of hearing any public comment with respect to an application for site plan approval at 9955 E. Bay Harbor Drive.

RECOMMENDED ACTION:

Design meets Town Code and was approved by the Development Review Committee pending the approval of 9 Transfer of Development Rights.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ayanidys Martinez

ATTACHMENTS

1.	PZ Staff Driftwood Report Feb 26 2018	PZ Staff Driftwood Report Feb 26 2018.pdf
2.	Driftwood3.20.18	Driftwood3.20.18.pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Planning and Zoning Board
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 26th, 2018

Subject: Site Development Plan Application - Revision
Driftwood Multifamily Residential Complex (35 DU)
9955 E. Bay Harbor Drive
Bay Harbor Islands Acct. No. SPR17-00001
MMPA Acct. No. 01-0702-1065

RECOMMENDED ACTION

MMPA recommends the Planning and Zoning Board review this staff report and most recent set of plans (dated 2/22/2018) and, if found acceptable, **APPROVE** the proposed Site Development Plan application subject to the following:

- (1) The PZB finds the proposed increased density (26 Base DU / 9 TDR Units = 35 DU) "fits" within the building envelope without alterations;
 - (2) The PZB reviews / approves the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing a combination of louvers and green screen walls in lieu thereof;
 - (3) The PZB approves the mechanically stacked parking system pursuant to §23-30(f);
 - (4) The PZB reviews / approves a waiver to allow one (1) guest parking space at the northern entrance drive and the temporary drop-off area to be setback not less than 7' from the front property line as opposed to 10' for multifamily development parking design criteria stated in §23-24(d)(1), which is consistent with the Miami-Dade Landscape Code minimum landscape setback requirement along roadways;
 - (5) The PZB finds the proposed "breezeway" design is adequate pursuant to §23-11(B1)(6); and
 - (6) Subject to any staff recommended conditions listed herein.
-

PROJECT REVIEW HISTORY

A formal submission was made to the Town on November 27th, 2017. The Town's DRC met initially on December 7th, 2017, at which time the item was discussed / deferred to allow the applicant's design team time to address minor comments and modify the plans. A plan revision "check-set" was submitted to staff as requested, prior to scheduling the item for a Planning and Zoning Board meeting. On December 13th, 2017 a final revised set of plans was submitted to the Town staff and signed-off with a few minor corrections, which will be addressed as conditions.

The Planning and Zoning Board considered the item at its January 16th, 2018, meeting. The functionality and practicality of guest parking spaces located at the northeast and southeast corners of the property as opposed to the front yard as required by §23-24(c)(7) of the Town Code was discussed. The concern about these locations was that the spaces were located past the traffic control arm, and a situation where a visitor would not be able to gain access and be forced to go backward down a one-way driveway was possible. The item was tabled to allow the applicant an opportunity to address this issue, which they have and will be discussed below in more detail.

GENERAL PROJECT INFORMATION

Land Use Designation:	MH – Medium-High Density Residential
Zoning District:	RM-1 Multiple Family District
General Location:	9955 E. Bay Harbor Drive
Legal Description:	Lots 19, 20, and 21 of Block 4, "Bay Harbor Island" Subdivision, according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County.

PROJECT DESCRIPTION

The property owner, Congress Driftwood LLC., has submitted a Site Development Plan application, designed by Stantec Architecture, for the construction of a thirty (35) dwelling unit mid-rise residential development located at 9955 E. Bay Harbor Drive. The site is comprised of three (3) platted lots. There are three (3) dwelling unit types: 1,102 sq. ft. one (1) bedroom DU; 1,877 sq. ft. two (2) bedroom DU; 2,739 sq. ft. three (3) bedroom DU (A/C space plus balconies).

Two of the lots (Lots 19 & 20) are currently vacant (former Driftwood MFR complex), with Lot 21 currently developed as a 4 DU / 3,998 sq. ft. / 2-story apartment building built in 1956 with direct back-out parking partially located in the public right-of-way. The proposed new site design incorporates one (1) trapezoidal shaped 7-story building 75' above BFE on top of partially depressed parking garage. Access to the site is via two (2) one-way driveway connections to East Bay Harbor Drive at the north / south property lines. This provides a looped driveway circulation through the site. Each of the one-way driveways is 12' in width that goes traverses through the parking garage that is widened to 23 feet, with the exit driveway being also including a Fire Department staging area. The parking garage is designed with mechanical lifts (2 per lift). Three (3) guest parking / loading spaces are required, as there are three (3) lots. This re-design has two (2) of the spaces located just inside the 24' wide north entrance driveway before the traffic control arm, with one (1) of them under a balcony with 9' overhead clearance. The third space is

**Site Development Plan Application
Driftwood Multi-Family Residential Complex (35 DU)
9955 E. Bay Harbor Drive
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February 26th, 2018
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located by the 24' wide southern exit driveway westerly of the traffic control arm, and again under a balcony with 9' overhead clearance. The required drop-off area is designed wide enough to allow room for one (1) vehicle to temporarily park without blocking the drop-off area. One (1) of the guest spaces and the temporary drop-off area will require a waiver from the Planning and Zoning Board, as they are setback not less than 7' from the front property line, as opposed to 10' for multifamily development parking design criteria stated in §23-24(d)(1), consistent with the Miami-Dade Landscape Code minimum landscape setback requirement. Additionally, at the northeast and southeast corners where the previous design had proposed guest spaces, the applicant proposes a stabilized pervious landscape grid (turf block) that can be used for temporary parking / loading areas and the areas are not being counted as part of the required open space.

On the building rooftop is a recreational facility with a swimming pool, a spa, a sun-deck area, men's and women's restrooms, and two (2) penthouse terraces with stairs up to the raised pool level. MMPA notes that there are minor differences between the architectural drawings and the renderings: the stairs at the rear of the building are split in to two (2) 4' stairways, not a single stairway; and the Bayfront walkway is setback 5' from the seawall, not adjacent to it.

The Town's records indicate that the lots are / were previously developed with a 16 DU (Driftwood) and 4 DU (Maine Villas) residential complexes for a total of 21 DU. The survey indicates the total area of the three (3) lots is 33,748.94 sq. ft. / 0.77 acres in size. This would allow a maximum of 26 dwelling units on the property at the maximum allowable base density of 34 DU/AC. The proposal is to build 35 DU (45.45 DU/AC) which would require the developer to acquire nine (9) TDR units. It appears from the survey that no right-of-way for on-street parking was ever dedicated, so the lots are full lots.

The adjoining / nearby developments sites currently include: to the north - Anchorage Condominium 8 DU / 4-story (15.4 DU/AC); to the south - Harbor Park Condominium 21 DU / 7-story (82 DU/AC); to the east is the Indian Creek; and to the west across East Bay Harbor Drive are the new Bay Harbor Townhomes 6 DU / 3-story, a 2-story 4 DU apartment complex, and three (3) 1-story villas. This area of the Town is predominated by a mixture of low-rise residential complexes (1-3 stories) and mid-rise residential complexes (5-7 stories). The Town's 2002 Community Vision Master Plan identifies this area for mid-rise residential complexes (7+/- stories). Therefore, the proposed development is deemed generally consistent with the Town's future vision for this area.

BACKGROUND INFORMATION

The Town of Bay Harbor Islands completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 13+/- years. The former RE zoned lands located on waterfront lots were rezoned into the RM-1 District, while interior (non-waterfront lots) are zoned RM-2. The Town also adopted numerous other modifications to many other code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions, building design standards, landscaping and other provisions.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. Additional dwelling units may be acquired to increase the base density if approved by the Town Commission. The developer is seeking to build a total of 35 DU when 26 DU are allowed by the base density, therefore, nine (9) additional TDR units are required. If the Town Council approves the nine (9) TDR units, the proposed development will be consistent with the applicable FLUM designation of the property.

Land Development Regulations / Zoning Code – The property has a Zoning classification of RM-1 Multiple Family Zoning District. The maximum building height allowed in this area is 75 feet (measured from BFE to top of main roof deck). The proposed use of the property is consistent with this zoning classification; however, the proposed site design is not consistent with some provisions of the Code at present, unless the PZB grants the waivers as cited.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. A Unity of Title document will be required to legally tie the three (3) lots together prior to the issuance of building permits.

RIGHT-OF-WAY, OFF-STREET PARKING AND ACCESS DESCRIPTION

As stated above, the Site Development Plan depicts access to the site from two (2) one-way driveway connections to East Bay Harbor Drive. The northern driveway opening is 24' wide with two (2) guest parking spaces adjacent to it before the traffic control arm which leads to a 12' wide driveway which leads to two (2) parking garage gated entrances into the parking garage. The third required guest parking space is located near the 24' wide exit driveway after the traffic control arm system. The southern driveway exits onto East Bay Harbor Drive with the driveway apron including the Fire Department staging area.

Based on 35 DU the Code requires at least 70 parking spaces. As there are three (3) lots at least three (3) guest spaces are required. The Code allows guest spaces to be a subset of the required parking spaces due to the small lot sizes, but the Town encourages more spaces. The site plan includes a total of 73 parking spaces. Of the 73 parking spaces provided, 68 are mechanical stacked parking, two (2) ADA spaces are at grade, and three (3) are guest spaces.

In addition to the guest spaces, a drop-off area near the lobby entrance is required, which the plan meets. One (1) of the guest parking spaces near the northern entry drive is not setback the required 10' and the drop-off area driveway is also not setback the required 10'. The Planning and Zoning Board has the discretionary authority to allow the guest spaces and the drop off area driveway to be less than 10' in a front yard (not less than 7'), as well as the mechanical parking system. The Code allows this discretion to accommodate the guest spaces / drop-off areas / loading due to the small lot sizes in the Town.

Additionally, to provide for more functionality to the site areas at the northeast and southeast corners where the previous design had proposed guest spaces are proposed to be a stabilized pervious landscape grid (turf block) that can be used for temporary parking / loading areas.

One (1) Fire Department staging area is shown on the plans at the southern one-way exit driveway apron. The applicant should meet with the Miami-Dade Fire Department staff as soon as possible to verify the proposed staging area, as this may affect the site design. Any changes required by the Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / PZB.

TRANSFER OF DEVELOPMENT RIGHT (TDR) ANALYSIS

The process of TDR allocation is discretionary on the part of the Town. The TDR system was established in 2004 with the consent of the state planning agency, due to problems with existing development characteristics, density limit errors in the 1989 Comprehensive Plan and desired development scale / types by the community. The TDR system ensures that all sites can be developed to at least the base density (34 DUA) but additional density can be allocated if found to be acceptable in design and compatibility. It was found that when the Comprehensive Plan was updated / TDR system was established in 2004, over 1/3 of the existing multi-family development sites in the Town exceeded the 34 DUA limit. Since 2004, several additional developments have been approved by the Town with TDR units. There is a very limited amount of TDR units. Since the Planning and Zoning Code establishes the maximum building envelope (height / setbacks / parking spaces / open space) it is incumbent on the developer / designers to keep within the regulatory framework to provide for the number of dwelling units requested and convince the Town Council / Planning and Zoning Board that the building is attractive and not congested. In our opinion, this site design meets all Code requirements, is self-contained, and does not appear to increase the building volume significantly, but it is up to the Town to decide.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The building design is clean / modern / curvilinear with abundant clear glass windows, metal and glass balconies on concrete projections, and is accented with stone cladding and landscape walls as well as green screen walls above the parking entry and exit.

The building exceeds 120' in length (154'-3"); therefore, the Town Code requires a "breezeway". The applicant is proposing a 20' wide clear enclosed glass opening on the lower two (2) stories to 35' (25' above B.F.E.) and an exemption is requested for the enclosure and floors above. Normally a breezeway is completely open from the ground to the sky with only walkway connections. The PZ Board has the ability to approve variations based on exaggerated / undulated architectural design.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

Following are comments based on the plans dated by the architect on February 22nd, 2018, submitted to the Town for consideration:

**Site Development Plan Application
Driftwood Multi-Family Residential Complex (35 DU)
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February 26th, 2018
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1. This approval is based on the revised Site Development Plan dated 2/22/2018, as well any required modifications stated herein, and any modifications required by the Planning and Zoning Board. Any changes desired after the Board's approval may require separate approvals from the Town staff and / or Planning and Zoning Board as specified in the Code.
2. School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement / payment must be finalized prior to the issuance of building permits.
3. Prior to the issuance of building permits, a Unity of Title document acceptable to the Town Attorney needs to be finalized / recorded in the public records.
4. Changes required by the Miami-Dade County Fire Department, Building Codes or owner / architect refinements subsequent to the Town's site plan approval may cause the plans to be resubmitted to the DRC / PZB in accordance with §5-23.1(c).
5. Payment of all required impacts fees (Town / County / School Board) prior to issuance of building permits.
6. Provisions of a traffic control arm entry system which meets the Town's approval.
7. Verification of the exact location of an existing major street drain along the south property line and installation of root barriers when new trees are planted as specified on the plans. In addition, the applicant must dedicate a drainage easement to the Town for this drain pipe, the width of which is approved by the Town Engineer.
8. All FPL transformers / backflow preventers / exposed utility facilities must be substantially screened / hidden with landscaping / fences / painted to match.
9. Installation of conduit for future undergrounding of overhead utilities (as indicated by the plans) as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

**ENTITLEMENTS PACKAGE
TOWN OF BAY HARBOR ISLANDS**

DRIFTWOOD

**9955 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154**

Submitted to: Town of Bay Harbor Islands

Architect: Stantec

Structural Engineer: Stantec

Mechanical Electrical and Plumbing Engineer: Stantec

Civil/Traffic Engineer: VSN Engineering

Landscape Architect: Dave Bodker Landscape Architecture

Land Use: Bercow Radell Fernandez & Larkin

Owner: The Congress Group

Zoning Submittal: 17 November, 2017

Revised Submittal: 14 December, 2017

Revised Submittal: 22 February, 2018



PROJECT TEAM

Owner:



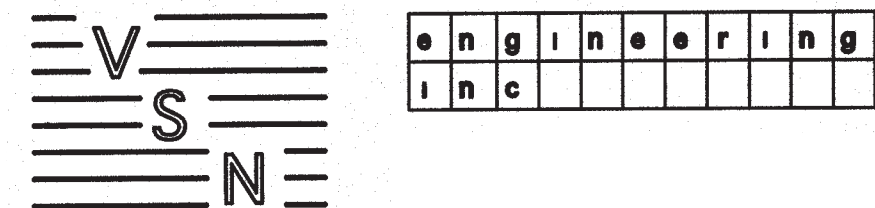
Congress Group
1000 Brickell Ave, Suite 720
Miami, FL 33131
T: 305.372.7500

Architect:



Stantec Architecture
One Biscayne Tower Suite 1670
2 S Biscayne Boulevard
Miami, Florida 33131
T: 305.482.8700

Civil / Traffic Engineer:



VSN Engineering
8500 W Flagler Street, Suite 113
Miami, Florida 33144
T: 305.551.6267

Landscape Architect:



Dave Bodker Landscape Architecture /
Planning Inc.
601 North Congress Avenue, Suite 105-A
Delray Beach, Florida 33445
T: 561.276.6311

Land Use:



Bercow Radell Fernandez
& Larkin
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131
T: 305.377.6236

Surveyor:



Delta Mapping and Surveying, Inc.
13301 SW 132nd Ave, Unit 117
Miami, Florida 33186
T: 786.429.1024

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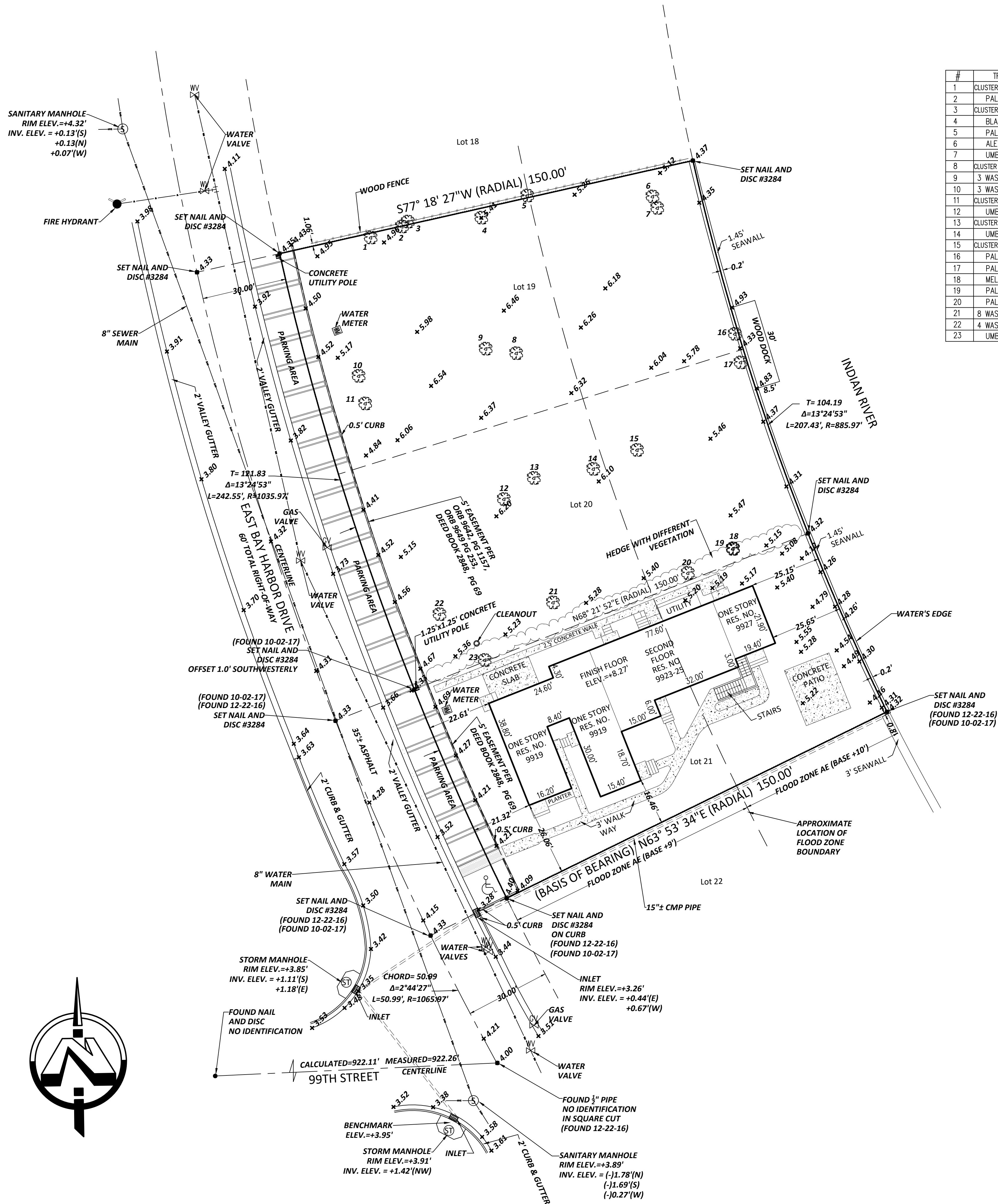
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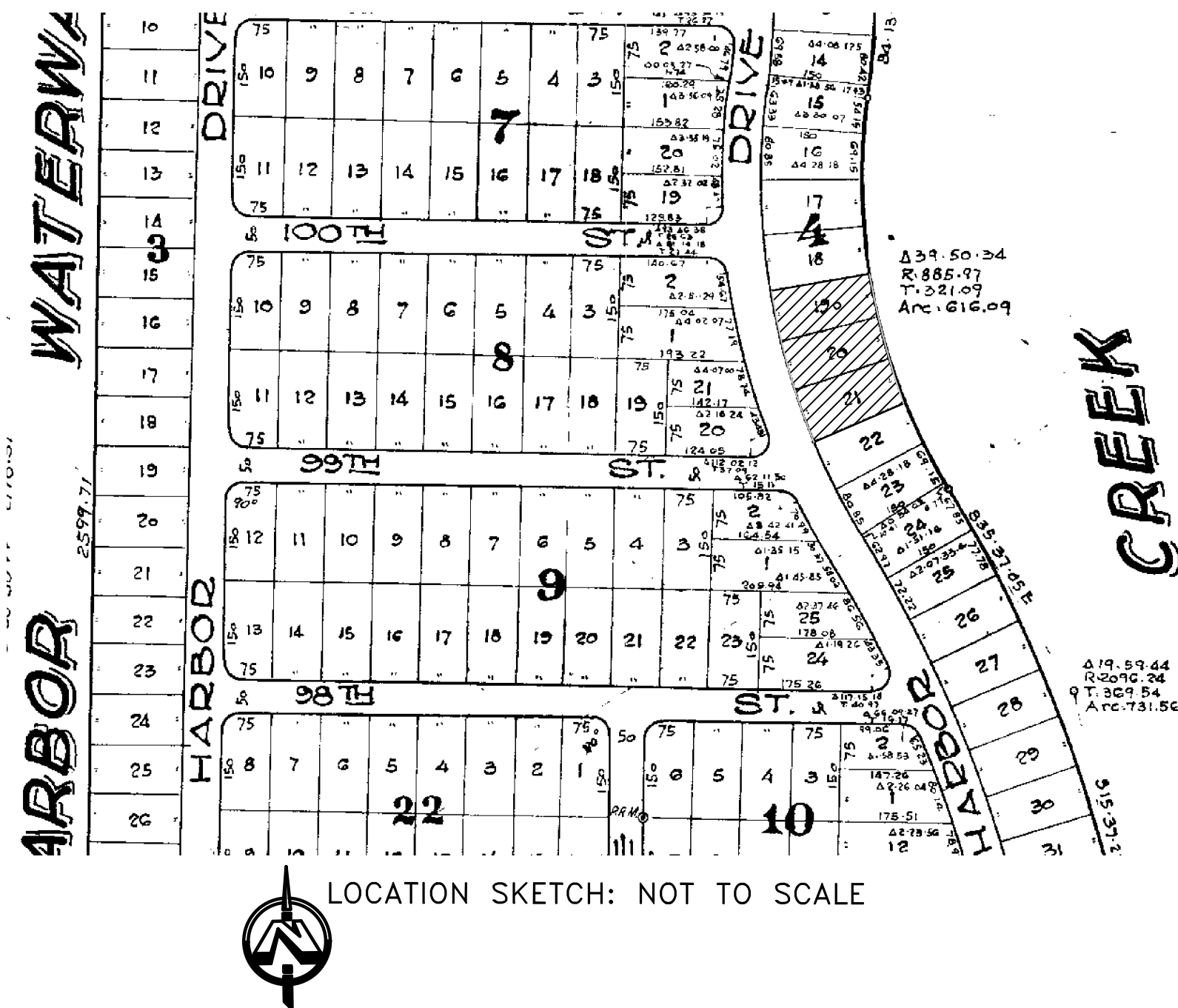
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BOUNDARY SURVEY



#	TREE NAME	SCIENTIFIC NAME	DIAMETER(IN)	HEIGHT(FT)	SPREAD(FT)
1	CLUSTER 6 ALEXANDRA PALMS	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
2	PALMETTO PALM	SABAL PALMETTO	12	25	15
3	CLUSTER 8 ALEXANDRA PALMS	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
4	BLACK OLIVE	BUCIDA BUCERAS	26	40	40
5	PALMETTO PALM	SABAL PALMETTO	12	25	15
6	ALEXANDRA PALM	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
7	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	60	30	30
8	CLUSTER OF 9 PARADISE PALMS	ARECACEAE	12	25	10
9	3 WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	20	7
10	3 WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	20	7
11	CLUSTER 7 ALEXANDRA PALMS	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
12	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	30	40	20
13	CLUSTER 16 ALEXANDRA PALMS	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
14	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	36	30	15
15	CLUSTER 4 ALEXANDRA PALMS	ARCHONTOPHOENIX ALEXANDRAE	4	25	7
16	PALMETTO PALM	SABAL PALMETTO	10	6	6
17	PALMETTO PALM	SABAL PALMETTO	10	6	6
18	MELALEUCA	MELALEUCA QUINQUENERVIA	36	30	15
19	PALMETTO PALM	SABAL PALMETTO	8	8	15
20	PALMETTO PALM	SABAL PALMETTO	8	15	15
21	8 WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	25	7
22	4 WASHINGTONIA PALMS	WASHINGTONIA ROBUSTA	6	25	7
23	UMBRELLA PALM	CYPERUS ALTERNIFOLIUS	26	25	30



LEGAL DESCRIPTION: Lots 19 and 20, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46 at Page 5, of the Public Records of Miami-Dade County, Florida. (folio no. 13-2227-001-0960)

TOGETHER WITH:

Lot 21, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida. (folio no. 13-2227-001-0970)

SURVEY FOR: CONGRESS DRIFTWOOD, LLC
9927-9955 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

I HEREBY CERTIFY: That the BOUNDARY SURVEY of the above captioned property was completed under my supervision and/or direction, to the best of my knowledge and belief. This survey meets or exceeds the Standards of Practice set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes.

DELTA MAPPING AND SURVEYING, INC.
13301 SW 132 AVENUE, SUITE 117
MIAMI, FLORIDA 33186
WALDO F. PAEZ DATE SIGNED: _____
PROFESSIONAL SURVEYOR AND MAPPER, NO. 3284
STATE OF FLORIDA
CERTIFICATE OF AUTHORIZATION
L.B. NO. 7950
STATE OF FLORIDA
786-429-1024
FAX: 786-592-1152

- 1) FLOOD ZONE: AE BASE: +9' PANEL NO. 12086C01441
- 2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
- 3) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY
- 4) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED, IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED
- 5) LOCATION AND IDENTIFICATION OF UTILITIES, IF ANY ARE SHOWN IN ACCORDANCE WITH RECORDED PLAT
- 6) OWNERSHIP IS SUBJECT TO OPINION OF TITLE
- 7) TYPE OF SURVEY: BOUNDARY SURVEY
- 8) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE SHOWN LEGAL DESCRIPTION: PROVIDED BY CLIENT
- 9) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID AND FOR REFERENCE ONLY, UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 10) THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES
- 11) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.
- 12) THE SURVEYOR OF RECORD DOES NOT DETERMINE OWNERSHIP OF FENCES. MEASUREMENTS SHOWN HEREON DEPICT PHYSICAL LOCATION OF FENCE
- 13) ACCURACY: THE EXPECTED USE OF LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THE TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- 14) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
- 15) NO ATTEMPT HAS BEEN MADE TO LOCATE ANY FOUNDATION BENEATH THE SURFACE OF THE GROUND.
- 16) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.
- 17) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

IF ELEVATIONS ARE SHOWN, THEY ARE BASED ON A CLOSED LEVEL LOOP USING THIRD ORDER PROCEDURE AND ARE RELATIVE TO THE NATIONAL GEODETTIC VERTICAL DATUM OF 1929.
+0.0 DENOTES EXISTING ELEVATION
ELEVATION REFERS TO THE NATIONAL GEODETTIC VERTICAL DATUM OF MEAN SEA LEVEL OF 1929
BENCHMARK: S-243 ELEVATION: +11.7'
LOCATOR INDEX: 2225

BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 63 DEGREES 53 SECONDS 34 MINUTES EAST FOR THE SOUTHERLY LINE OF LOT 21

FIELD SURVEY DATE: 9-29-17 SCALE: 1" = 20' DRAWN BY: M.G.
DRAWING DATE: 10-2-17 FB: SKETCH DRAWING NO.: 17-0402

Delta Mapping and Surveying, Inc
13301 SW 132ND AVENUE, SUITE 117 MIAMI FL 33186
PHONE: (786) 429-1024 E-MAIL: DELTAMAPPING@GMAIL.COM

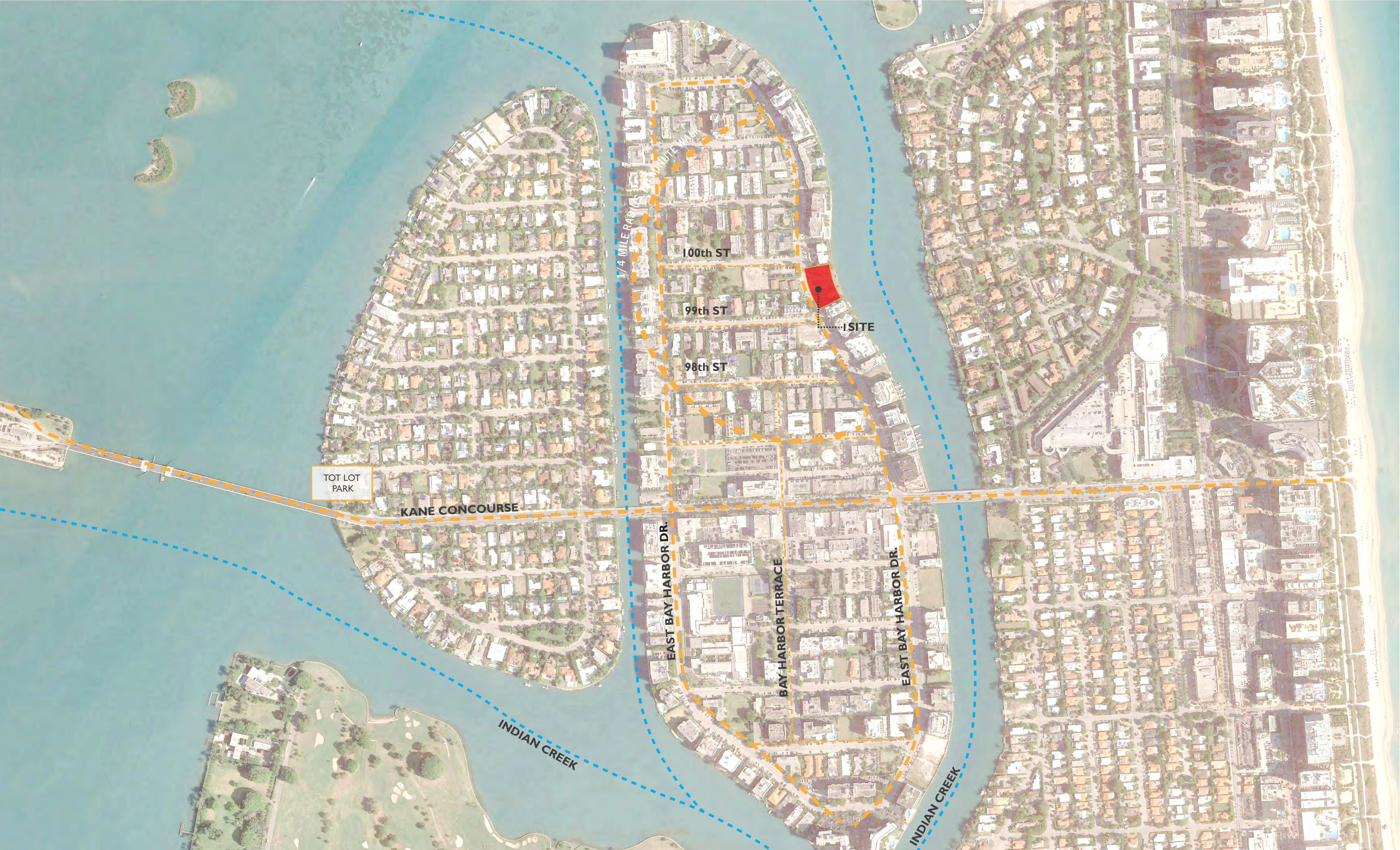
Surveyors,
Land Planners
& Mappers

BOUNDARY SURVEY

REVISIONS

DATE: 10-02-2017
SCALE: 1" = 20'
DRAWN BY: M.G.
DRAWING NO: 07-0402
SHEET NO. 1 OF 1

SEAL





2 VIEW - A
SCALE: NTS



3 VIEW - B
SCALE: NTS



I AERIAL - MAP
SCALE: NTS



2 VIEW - C
SCALE: NTS



3 VIEW - D
SCALE: NTS



1 AERIAL - MAP
SCALE: NTS

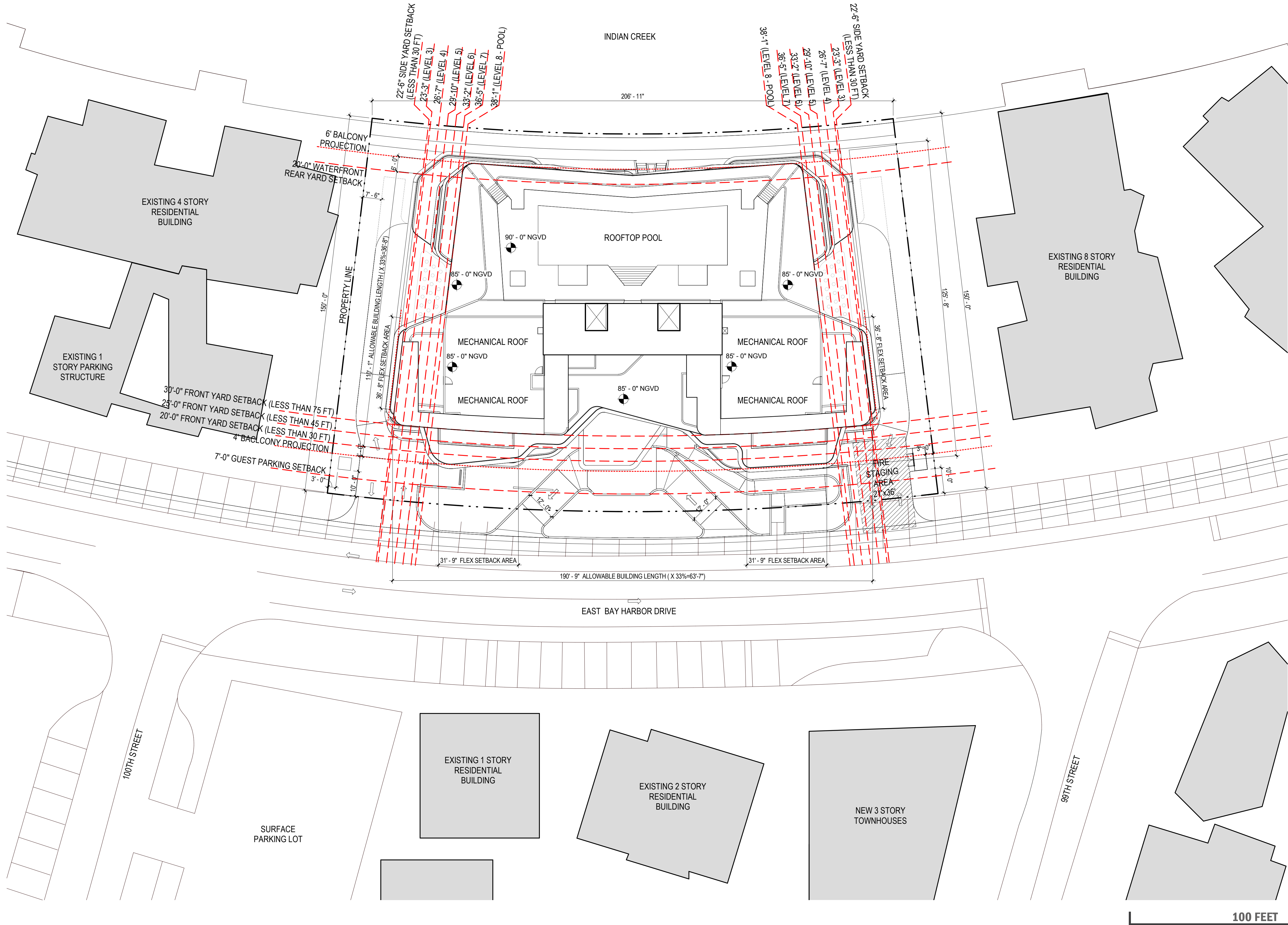


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Lic #: AR98495

ZONING SUBMITTAL
11.17.2017
REVISED SUBMITTAL
12.14.2017





B-1: ZONING DIAGRAMS

- B-2: Zoning Analysis - Zoning Legend
- B-3: Zoning Diagrams - Site Metrics
- B-4: Zoning Diagrams - Site Metrics
- B-5: Zoning Diagrams - Setbacks

ZONING LEGEND - 9955 E Bay Harbor Drive

Town of Bay Harbor Islands
Client: The Congress Group, Inc.

Zoning Districts	REQUIRED	NOTES
Lots: 9955 E Bay Harbor Dr 9927 E Bay Harbor Dr	 RM-1 RM-1	
Folio : 13-2227-001-0960 Folio : 13-2227-001-0970		

Lot Area Summary	REQUIRED	NOTES
------------------	----------	-------

Net Lot Area
Lot area, net. The total area within the lot lines excluding any street rights-of-way or other required dedications.
Individual Lot Areas as per Miami-Dade Property Appraiser

9955 E Bay Harbor Dr Folio : 13-2227-001-0960 22,500.00 SF - Net Lot Area
9927 E Bay Harbor Dr Folio : 13-2227-001-0970 11,250.00 SF - Net Lot Area

Total Net Lot Area (SF) - All Parcels	33,748.94 SF - Net Lot Area
Total Net Lot Area (Acres)	0.77 Acres - Net Lot Area

General Lot Requirements - (Sec. 23-10,11)	REQUIRED	PROPOSED	NOTES
Lot Size	N/A	N/A	
Minimum Street Frontage	75'	154'-6"	Compliant - (See Ground Level Plan)
Floor Area Ratio (Maximum) - Sec. 142-155	N/A	N/A	
Landscape Requirements	Minimum 20% landscaped "green" open space	6,750 GSF	7,002 GSF Compliant - (Diagram on B-3)
Roof Landscape Requirements	Minimum 15% landscaped "green" open space	2,496 GSF	3,031 GSF Compliant - (Diagram on B-3)

Minimum Unit Standards (Sec. 23-9)	REQUIRED	PROPOSED	NOTES
Minimum Unit Size (SF)	Studio One Bedroom Unit = 900 SF Two Bedroom Unit = 1,150 SF Three Bedroom Unit = 1,250 SF	 1,102 GSF 1,887 GSF 2,739 GSF	 Compliant - (See Plans Section C) Compliant - (See Plans Section C) Compliant - (See Plans Section C)

Building Height (Sec. 23-11 B1.9)	REQUIRED	PROPOSED	NOTES
Maximum Building Height (Feet)	75 ft max	75 ft	Compliant - (See Section D-7)
Minumum Story Height	Minimum of 9 ft in height from floor to ceiling	9 ft - 2 in	Compliant - (See Section D-7)

Building Setback (Sec. 23-11 B1)	REQUIRED	PROPOSED	NOTES
Front Yard -Street Side	Building Height <30 ft = 20 ft Min. Building Height <45 ft = 25 ft Min. Building Height <75 ft = 30 ft Min.	30 ft 30 ft 30 ft	Compliant - (See B-5) Compliant - (See B-5) Compliant - (See B-5)
Side Yard	22.5 ft + 1 ft additional for each 3 ft height increase above 30 ft	38 ft - 1 in	Compliant - (See B-5)
Rear Yard - Waterfront	20 ft Min.	20 ft	Compliant - (See B-5)
Flex Set back	Total encroachment not to exceed 1/3 of allowable width or length of building. No encroachment into base building setback.	Flex Setback Used	Compliant - (See B-5)

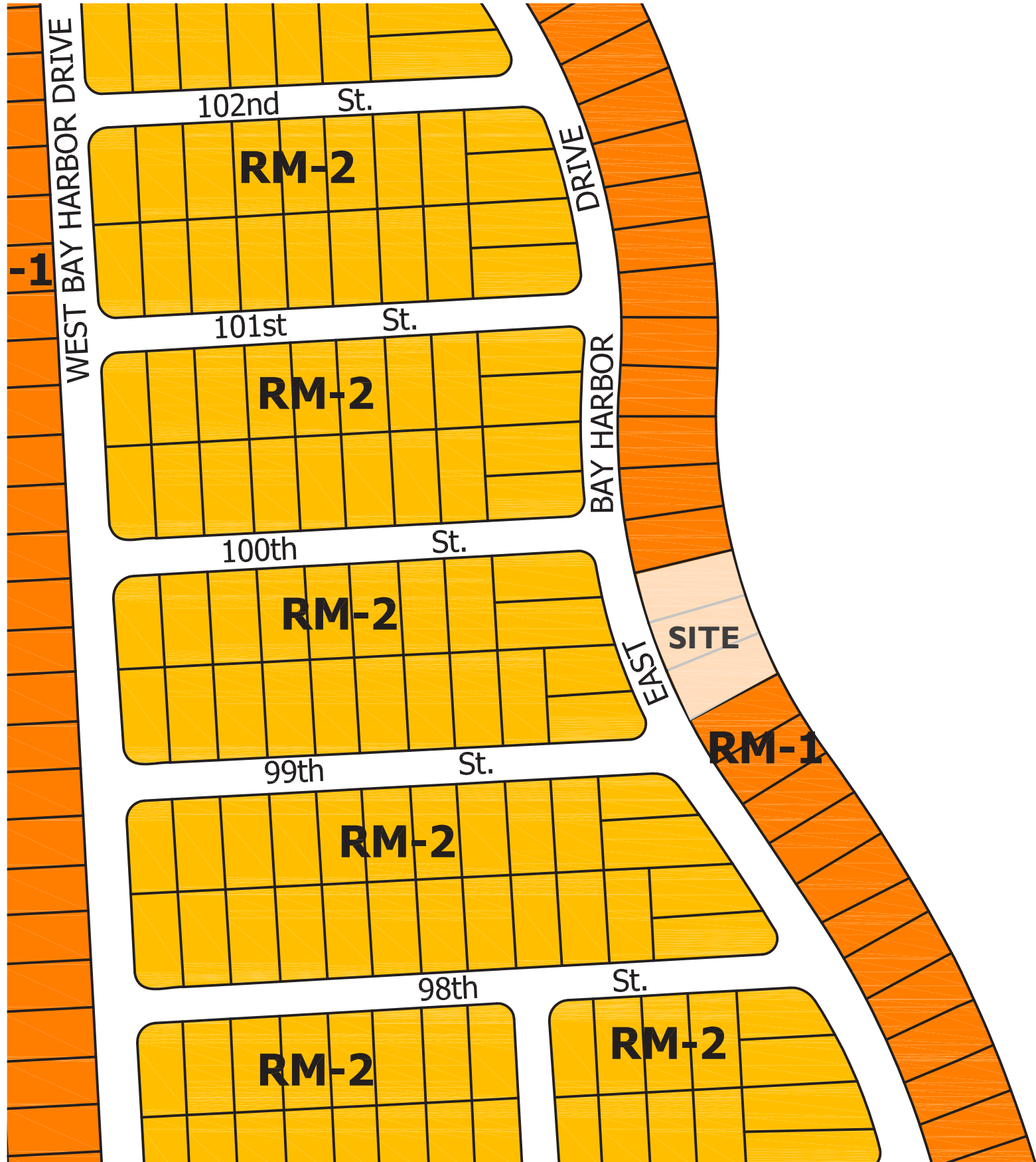
Density (Sec. 23-11 B1)	REQUIRED / ALLOWED	PROPOSED	NOTES
Base Dwelling Units per Acre	34 du/acre max.	26 Dwelling Units	26 Dwelling Units
Overall Dwelling Units per Acre (Base + TDRs)	70 du/acre max.	28 Dwelling Units	9 Dwelling Units
Total Dwelling Units	54 Dwelling Units	35 Dwelling Units	Compliant - (See 3/B-2)

Parking Requirements (Sec. 23-24)	REQUIRED	PROPOSED	NOTES
Multi-family dwelling, including townhouses	2 parking spaces required per unit		
Guest Parking	1 guest parking per lot in front of yard		
Total Parking	35 Dwelling Units x 2 = 1 Guest Parking x 3 Lot =	70 Spaces 3 Spaces	70 Spaces 3 Spaces
		73 Spaces	73 Spaces Compliant - (See B-3)

Tenant Storage Requirements (Sec. 23-9.4)	REQUIRED	PROPOSED	NOTES
Total Tenant Storage	35 Dwelling Units x 25 = 25 SF min. / Dwelling Unit	875 GSF	1,589 GSF Compliant - (See 3/B-2)
		875 GSF	

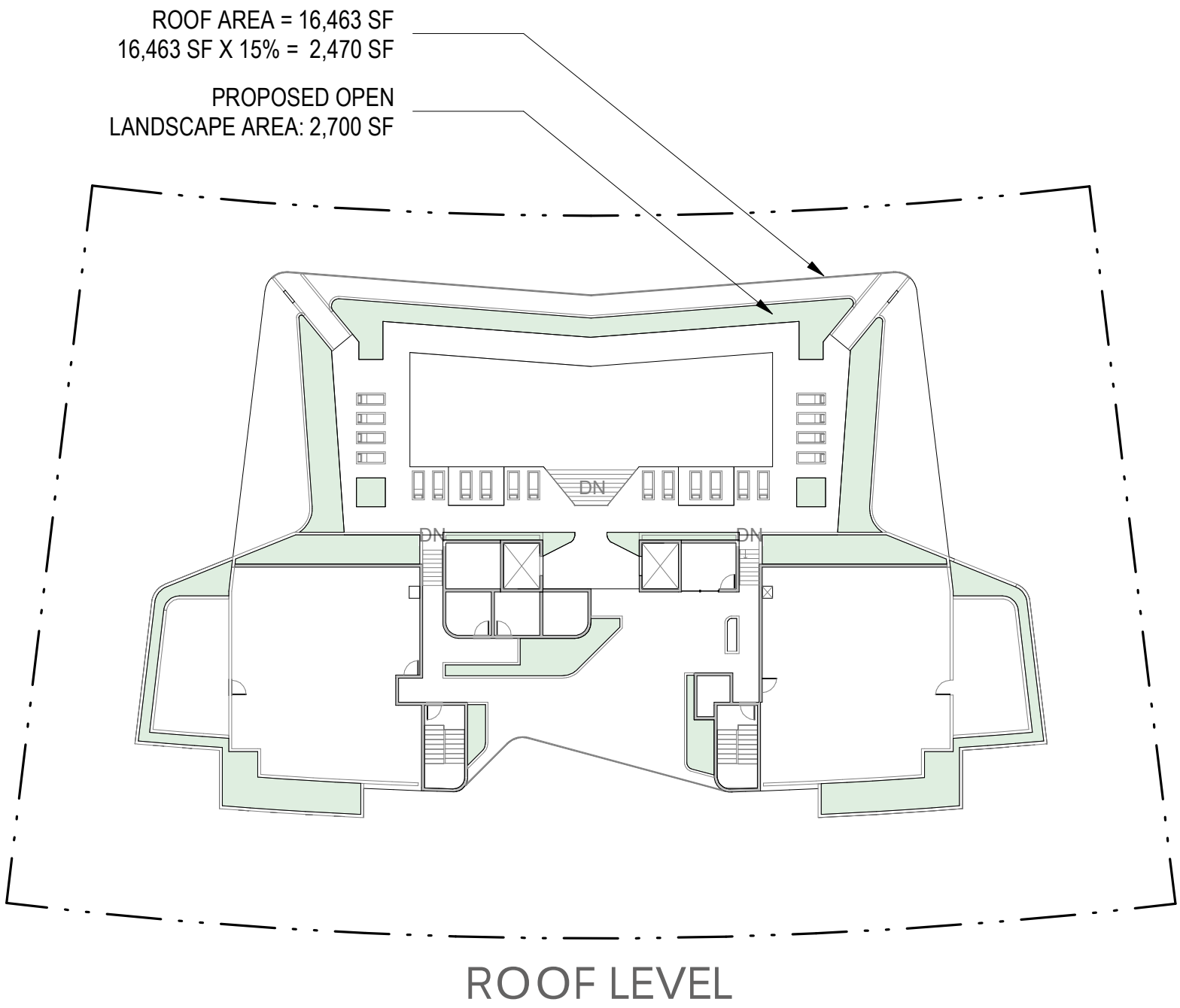
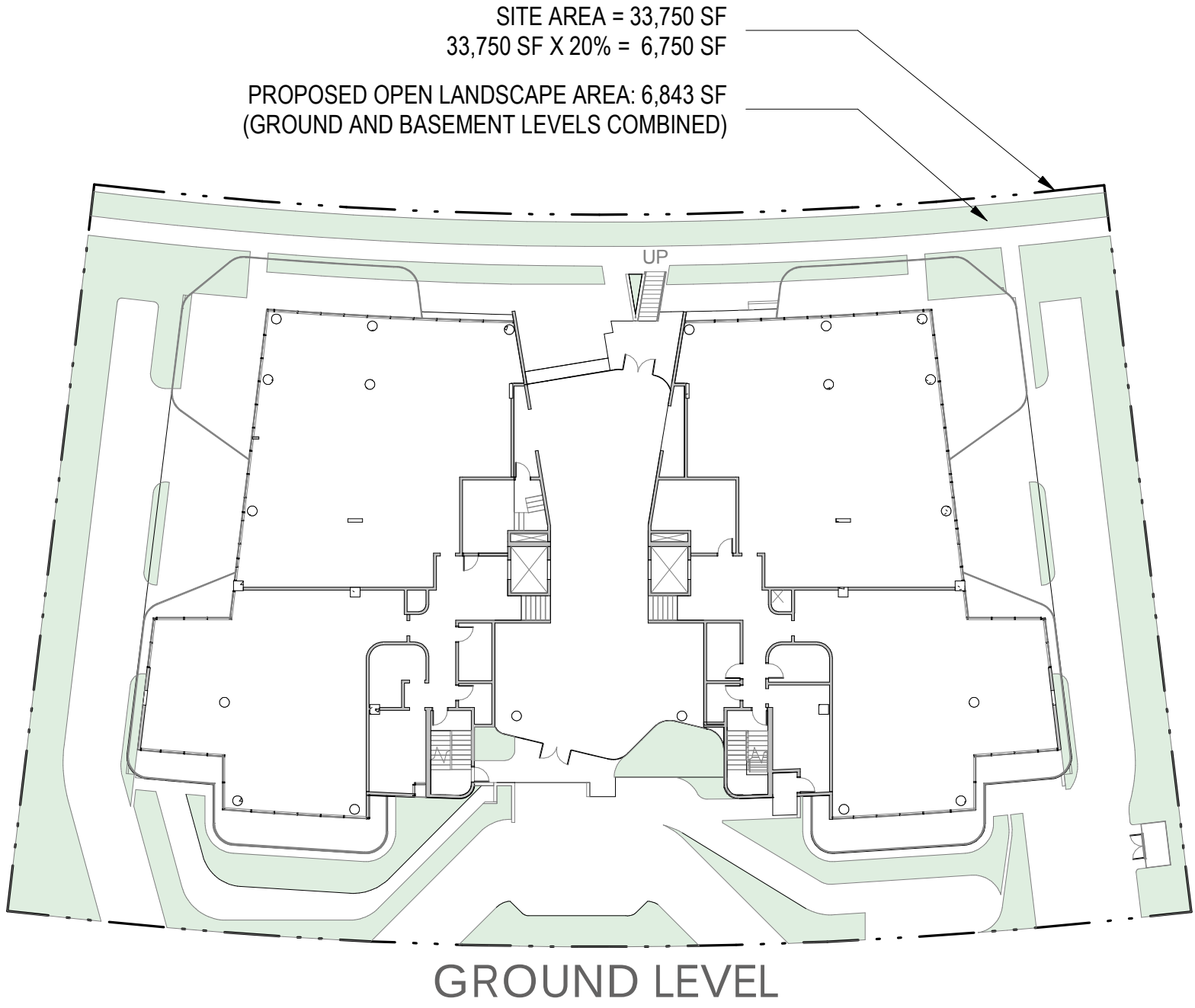
Level	1BR Units	2BR Units	3BR Units	Total Units By Floor	Tenant Storage
Basement	0	0	0	0	517 GSF
Ground Level	0	2	2	4	200 GSF
Level 2	0	2	2	4	118 GSF
Level 3	0	4	1	5	156 GSF
Level 4	1	4	1	6	147 GSF
Level 5	1	4	1	6	147 GSF
Level 6	1	2	2	5	152 GSF
Level 7	1	2	2	5	152 GSF
Roof Level - Pool	0	0	0	0	00 GSF
Total By Type	4	20	11	35	1,589 GSF

3 UNIT AND TENANT STORAGE TABLE
SCALE: NTS



I ZONING MAP
SCALE: 1" = 800'-0"

2 ZONING LEGEND
TOWN OF BAY HARBOR ISLANDS



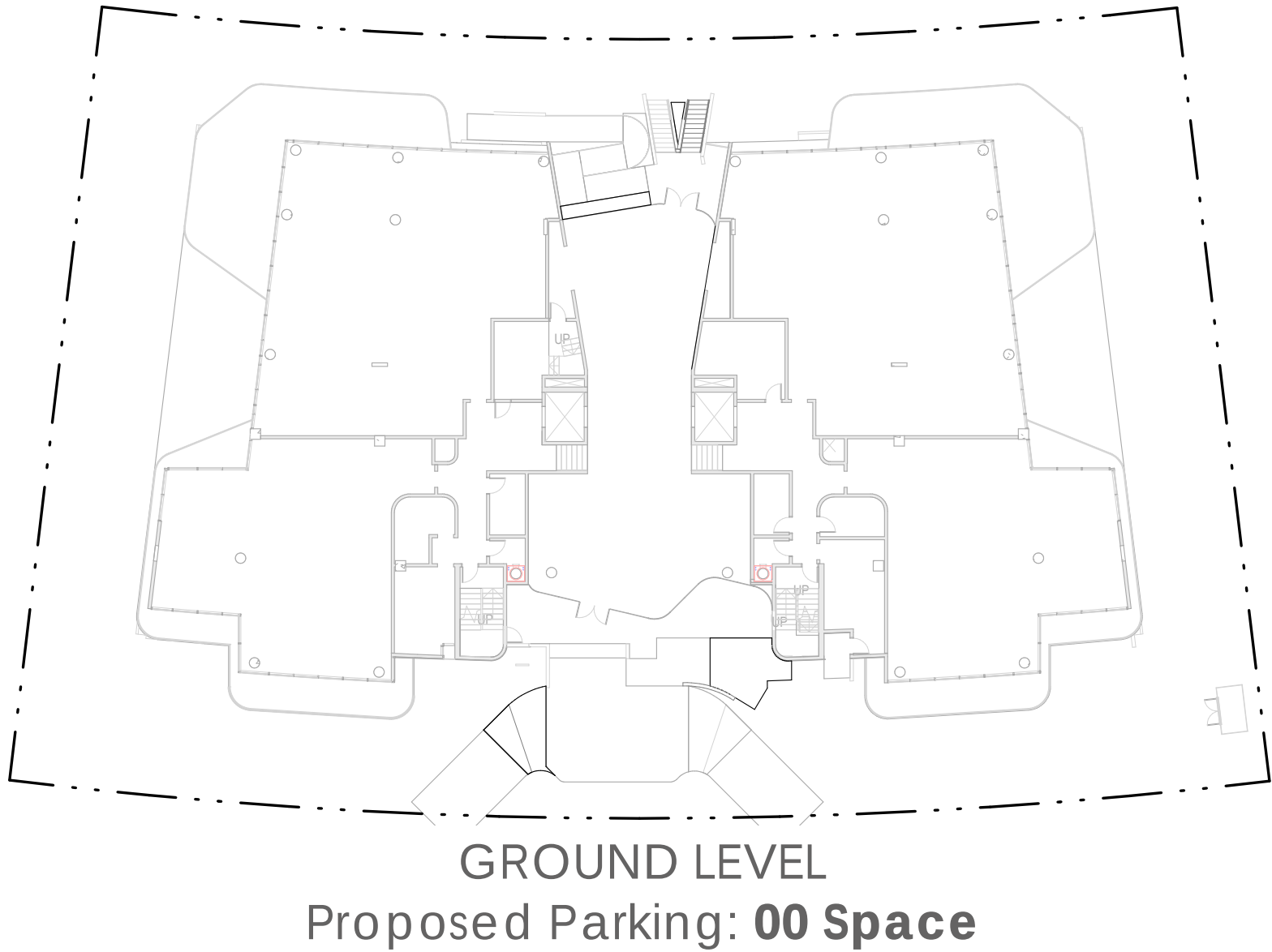
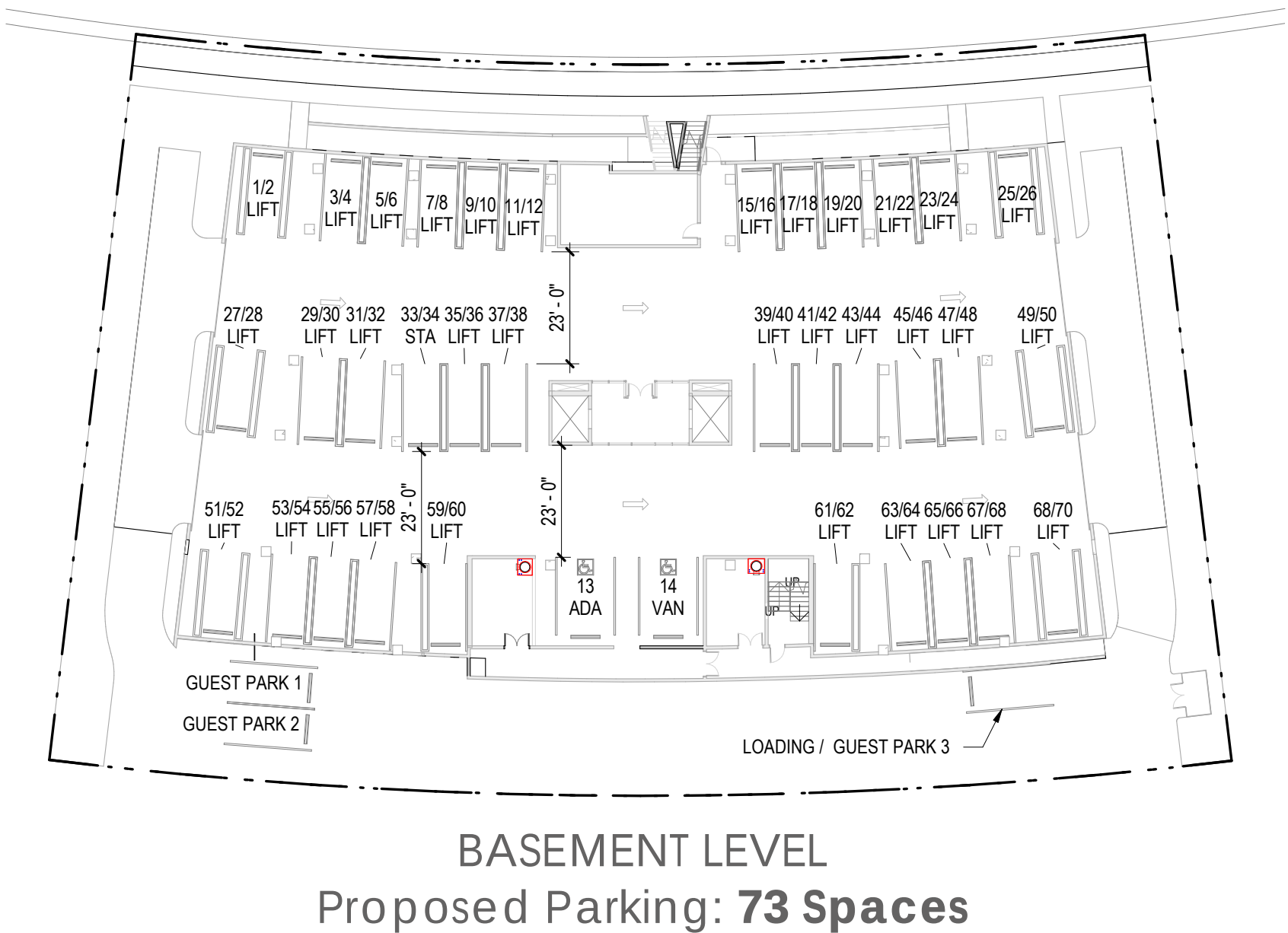
2 LANDSCAPE AREA DIAGRAM
SCALE: 1" = 30'-0"

Ground Level:
Per Zoning Sec. 23-11.B1.10:
Required Landscape Open
Space: **6,750 SF**

Proposed Landscape Open
Space: **7,002 SF**

Roof Level:
Per Zoning Sec. 23-11.B1.10:
Required Landscape Open
Space: **2,470 SF**

Proposed Landscape Open
Space: **2,700 SF**



I PARKING COUNT DIAGRAM
SCALE: 1" = 30'-0"

Required Per Zoning Sec. 23-24:
35 Units x (2 Spaces/Unit) = 70 Spaces

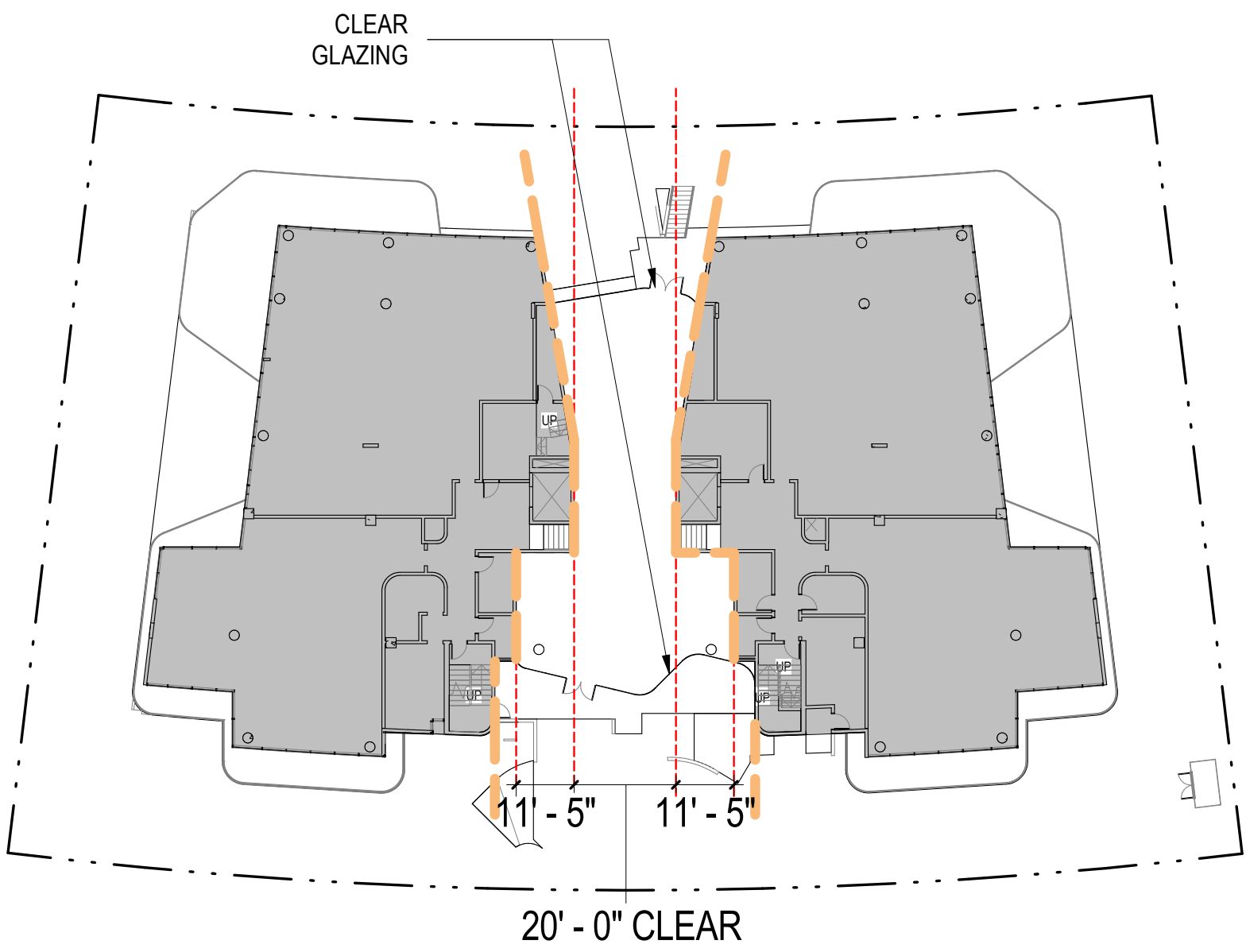
Guest Parking: 1/Platted Lot = 3 Spaces

Total Required: **73 Spaces**

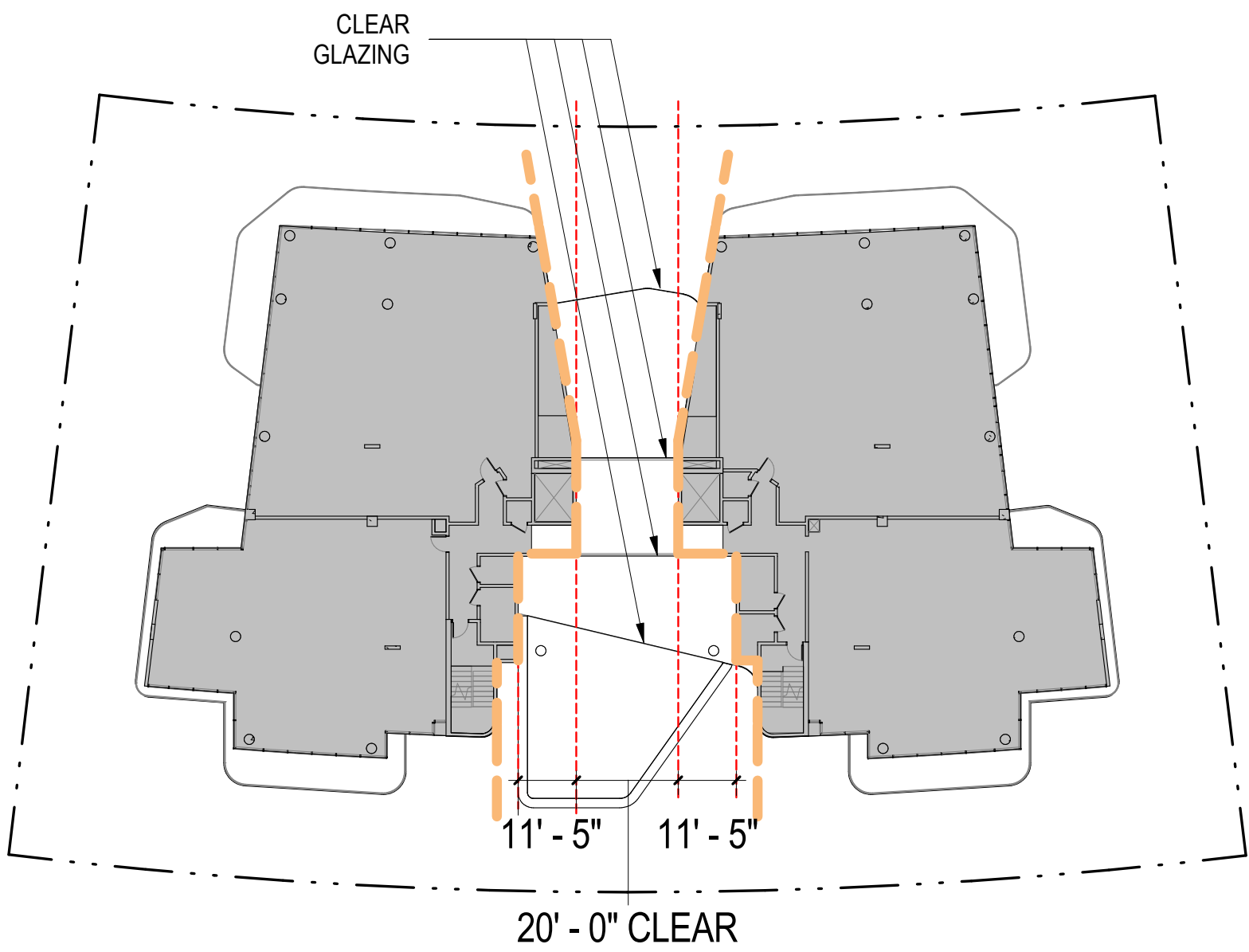
Proposed Parking:
Basement Level: 68 Spaces on 34 Stackers
2 ADA Spaces
3 Guest Parking Space

Ground Level: 0 Guest Parking Spaces

Total Proposed: **73 Spaces**



GROUND LEVEL

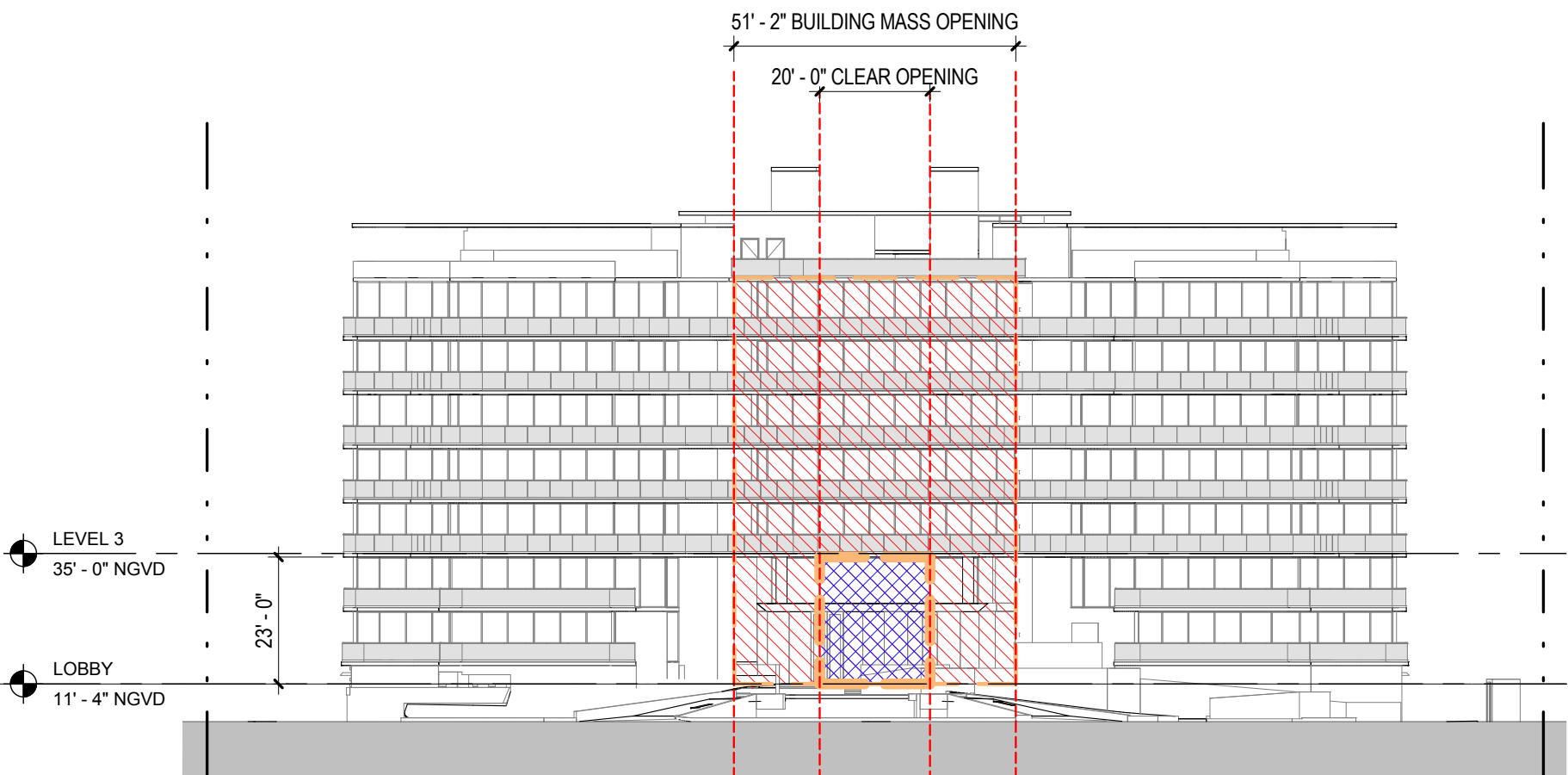


LEVEL 2 PLAN

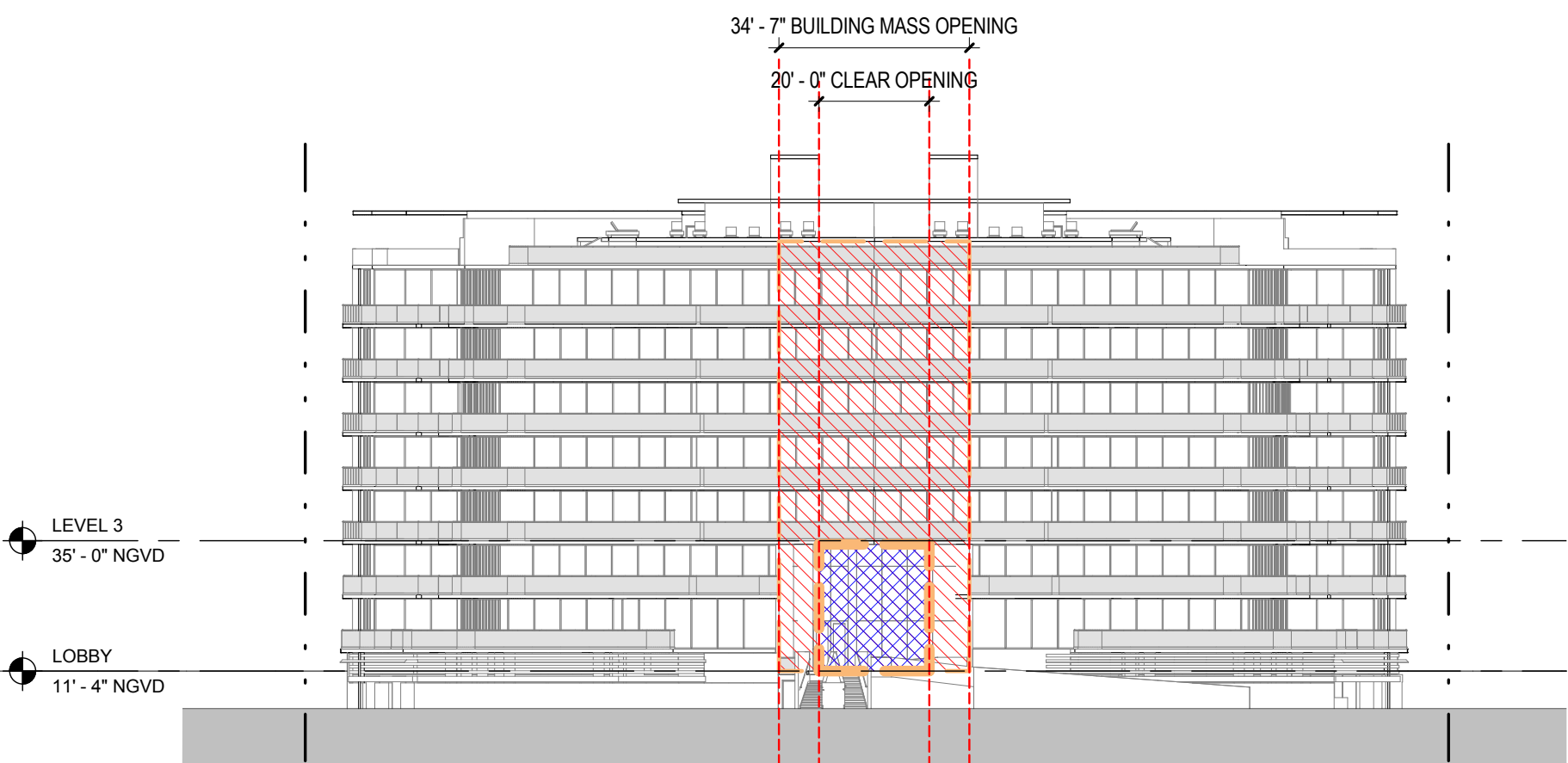
3 BREEZEWAY PLAN DIAGRAM
SCALE: 1" = 30'-0"

Ground Level:
Per Zoning Sec. 23-11.B1.6:
Required Minimum Unobstructed Breezeway Width: **20'-0"**

Proposed Unobstructed Breezeway Width: **20'-0"**

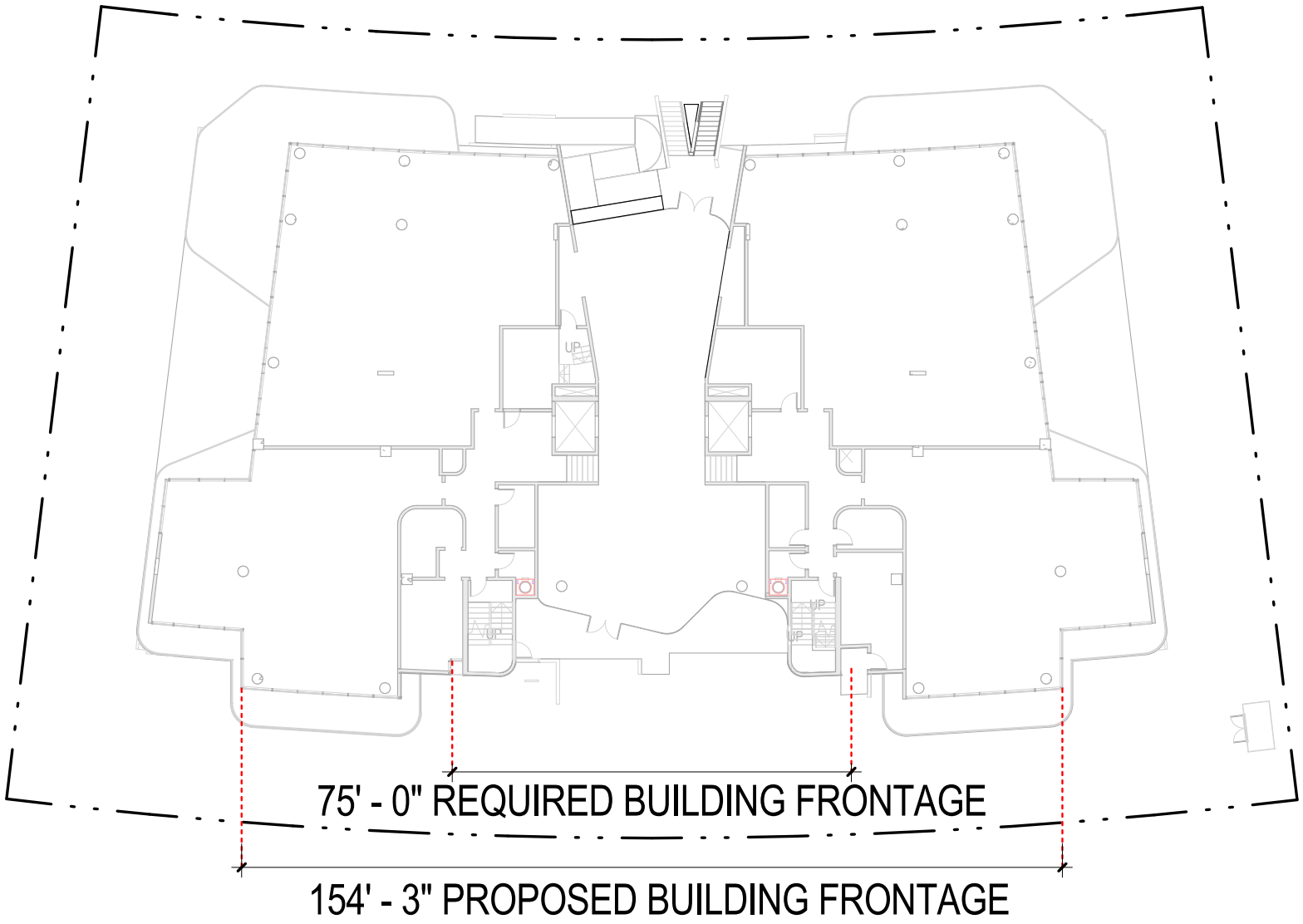


WEST ELEVATION

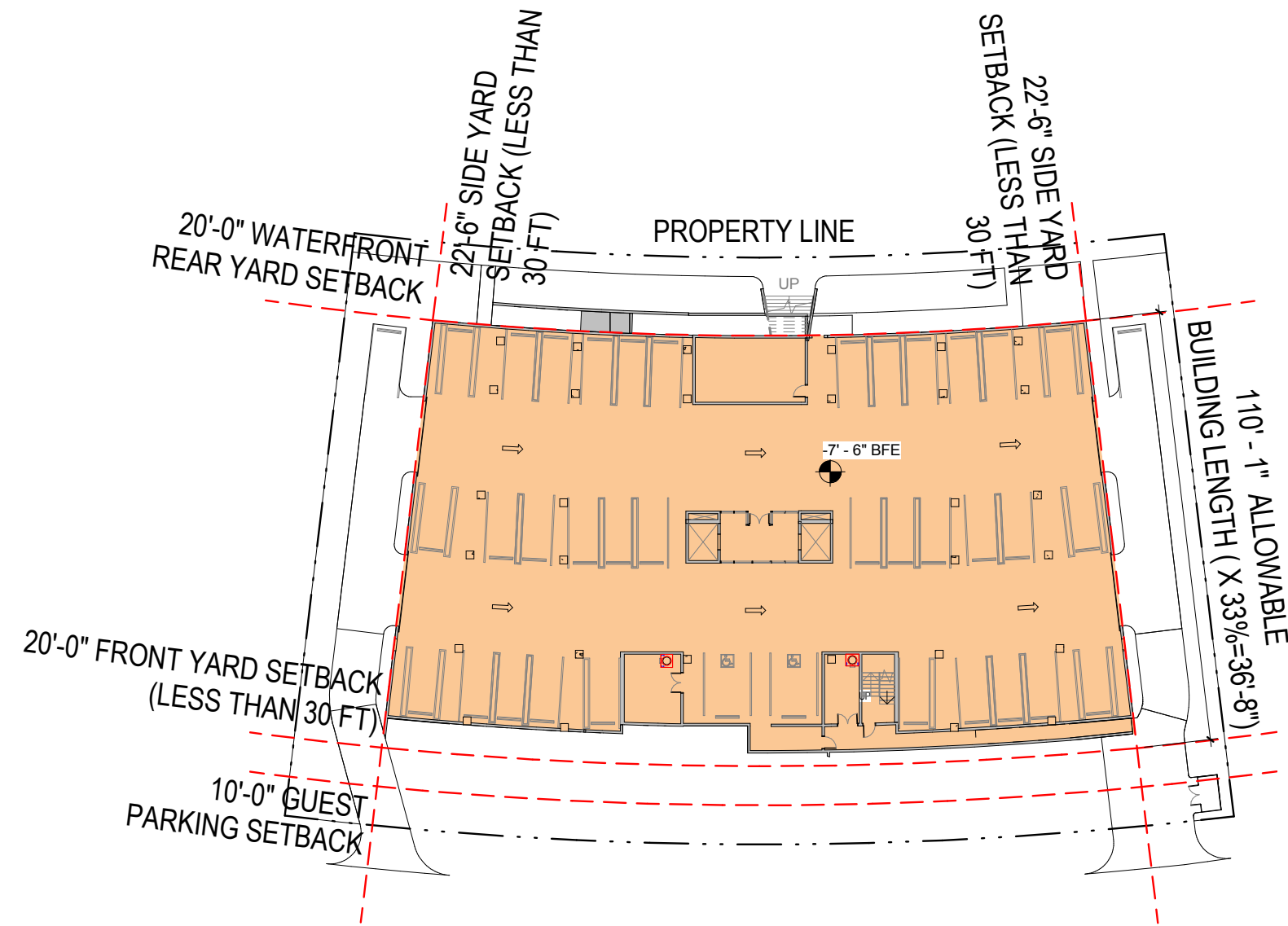


EAST ELEVATION

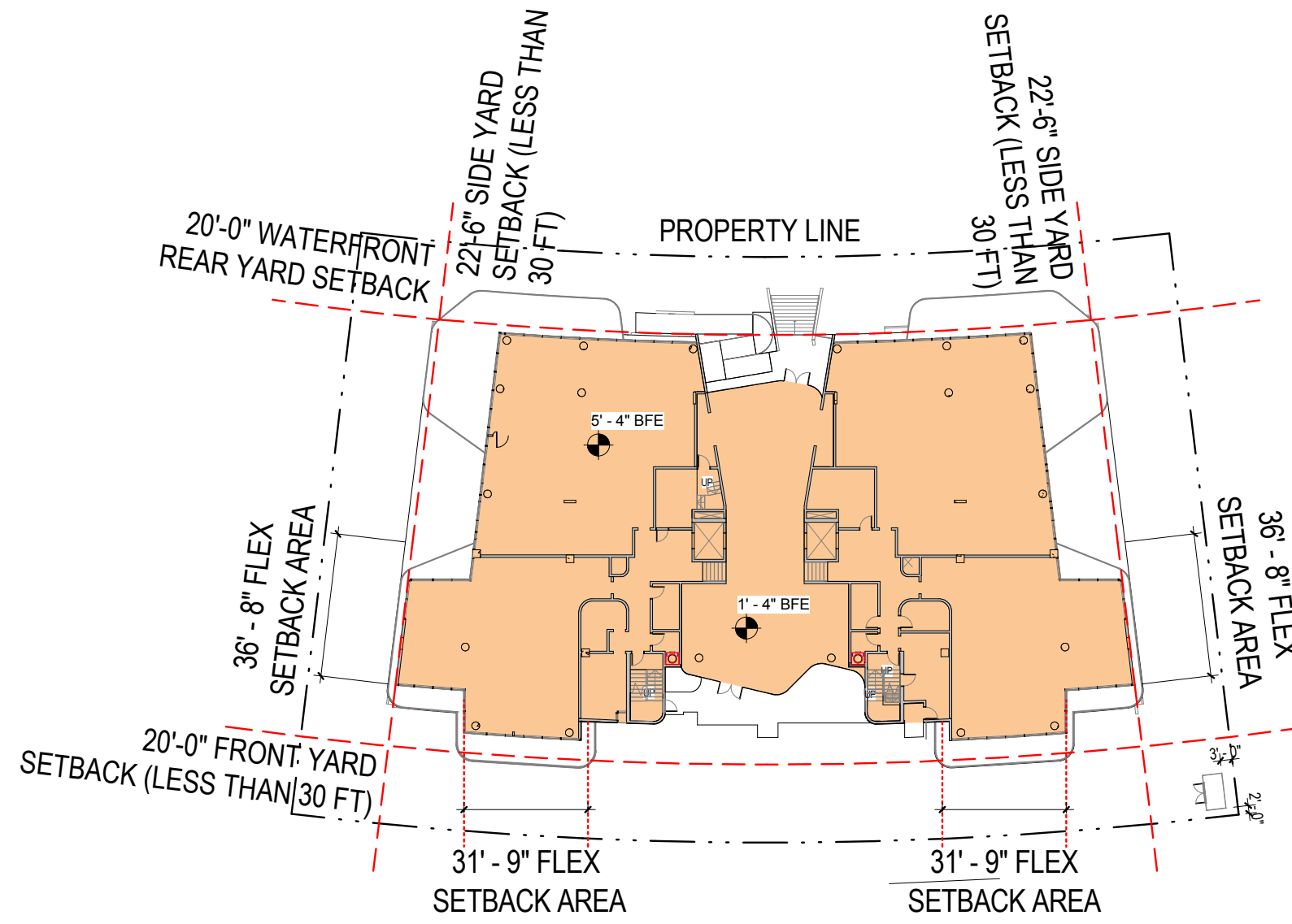
2 BREEZEWAY ELEVATION DIAGRAM
SCALE: 1" = 30'-0"



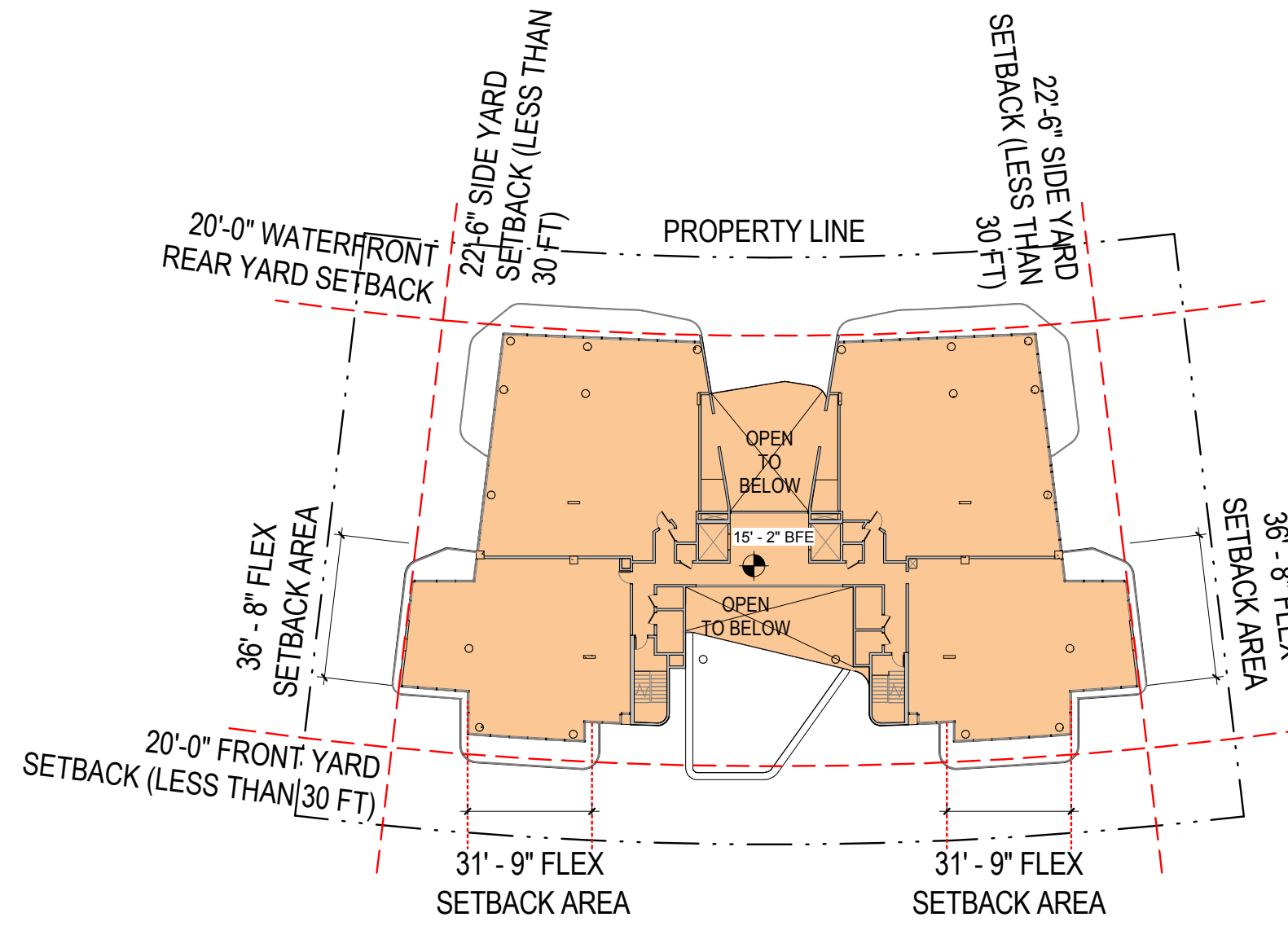
1 BUILDING FRONTAGE DIAGRAM
SCALE: 1" = 30'-0"



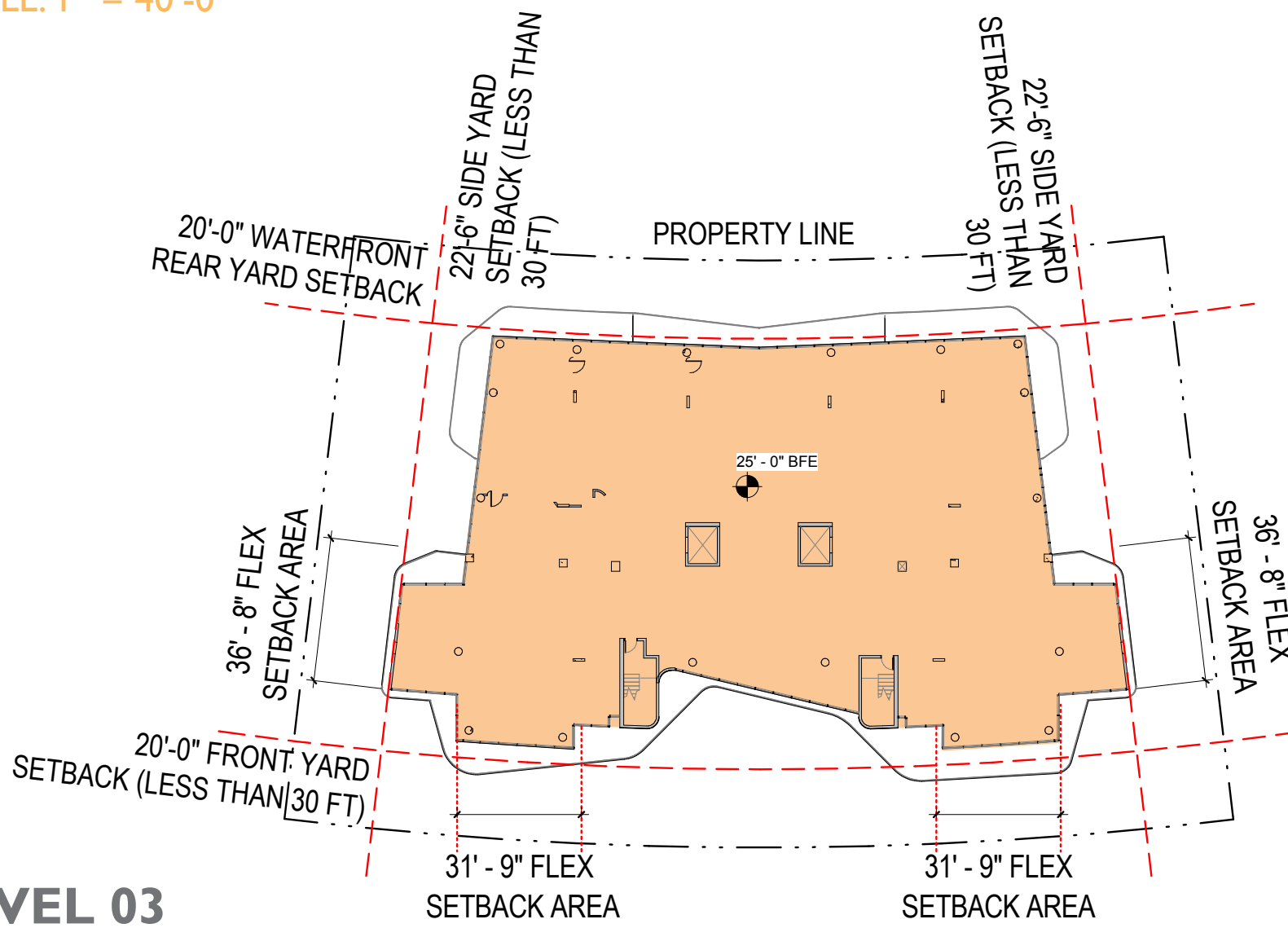
BASEMENT LEVEL
SCALE: 1" = 40'-0"



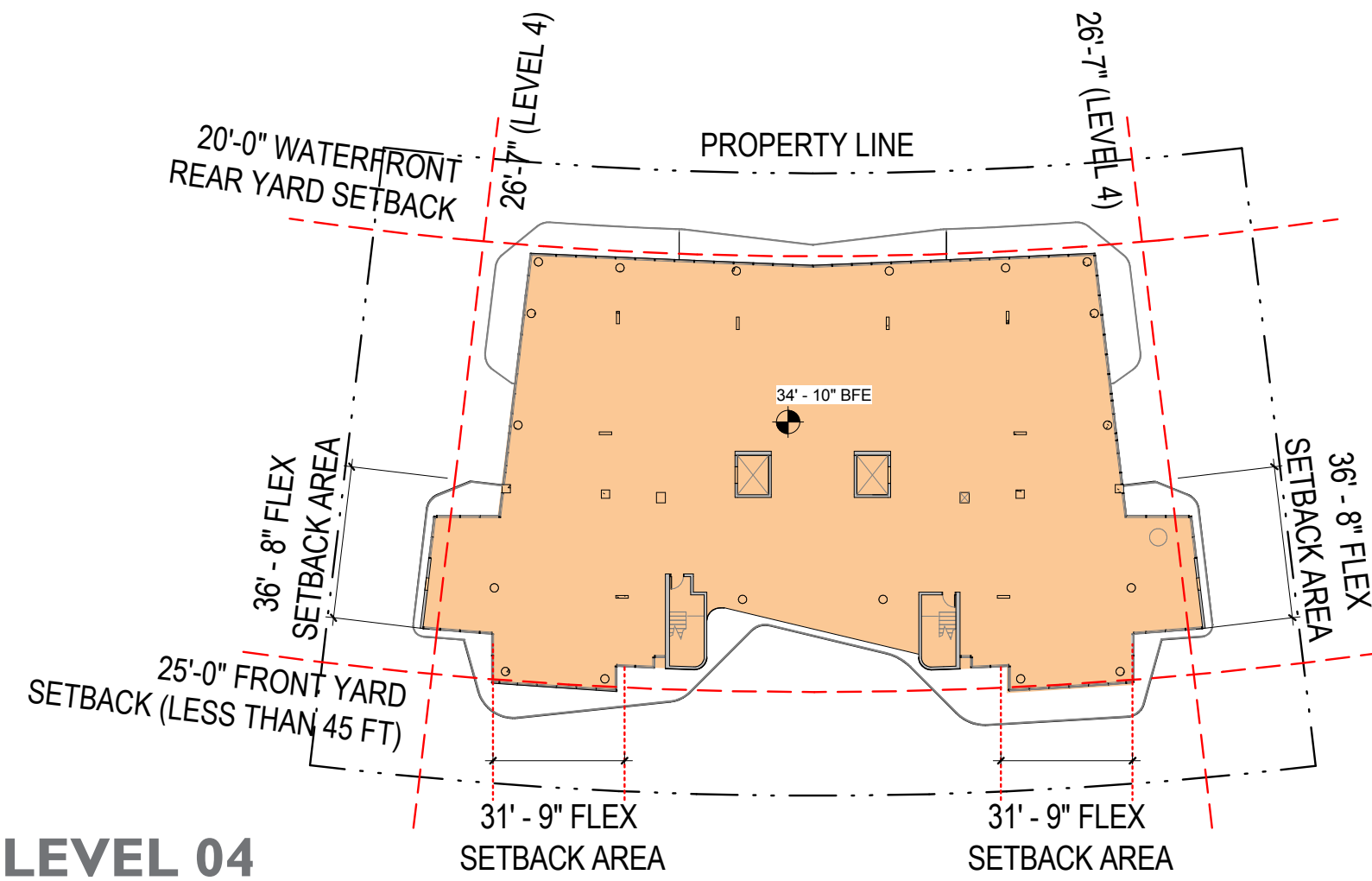
GROUND LEVEL
SCALE: 1" = 40'-0"



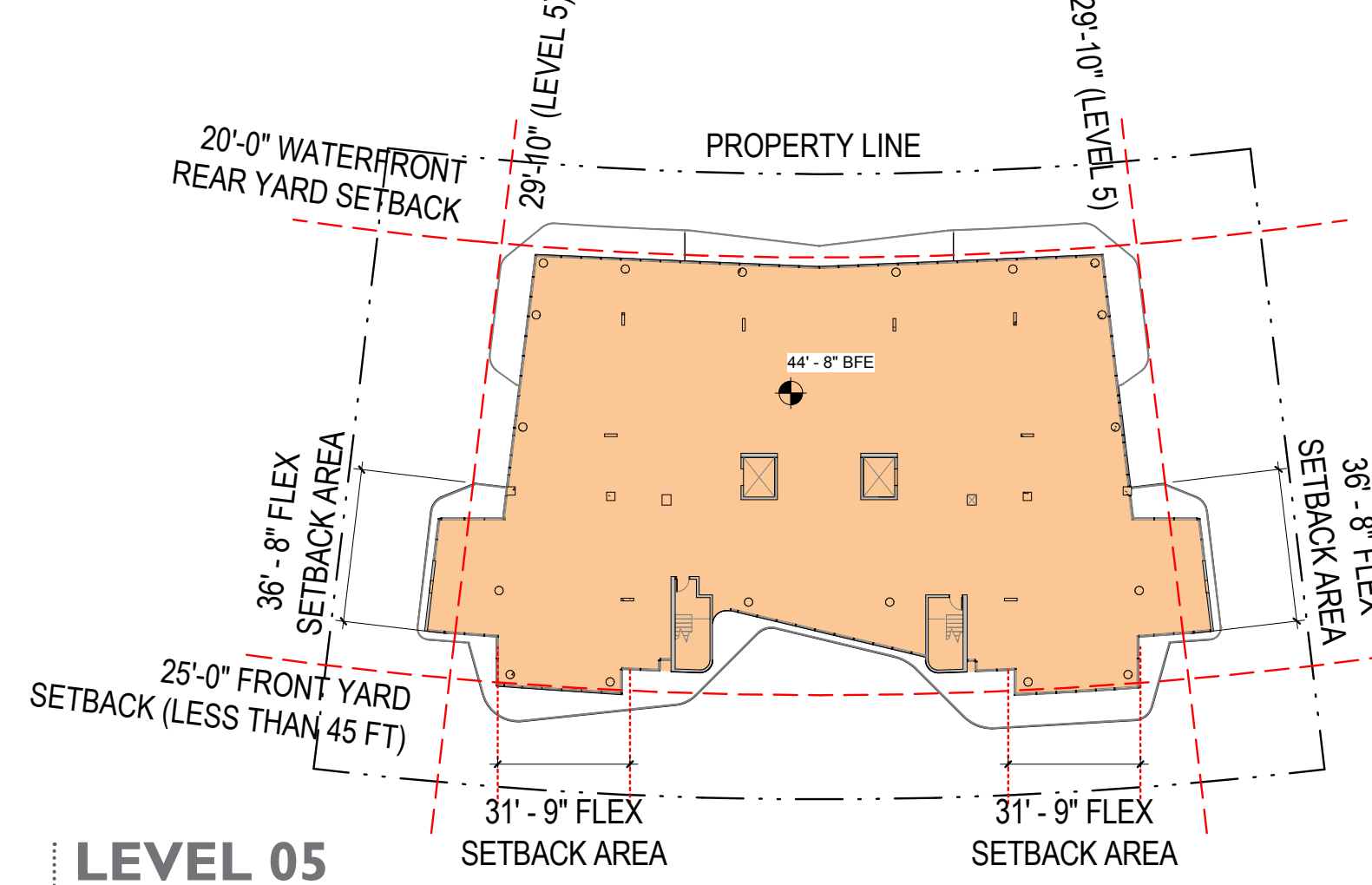
LEVEL 02
SCALE: 1" = 40'-0"



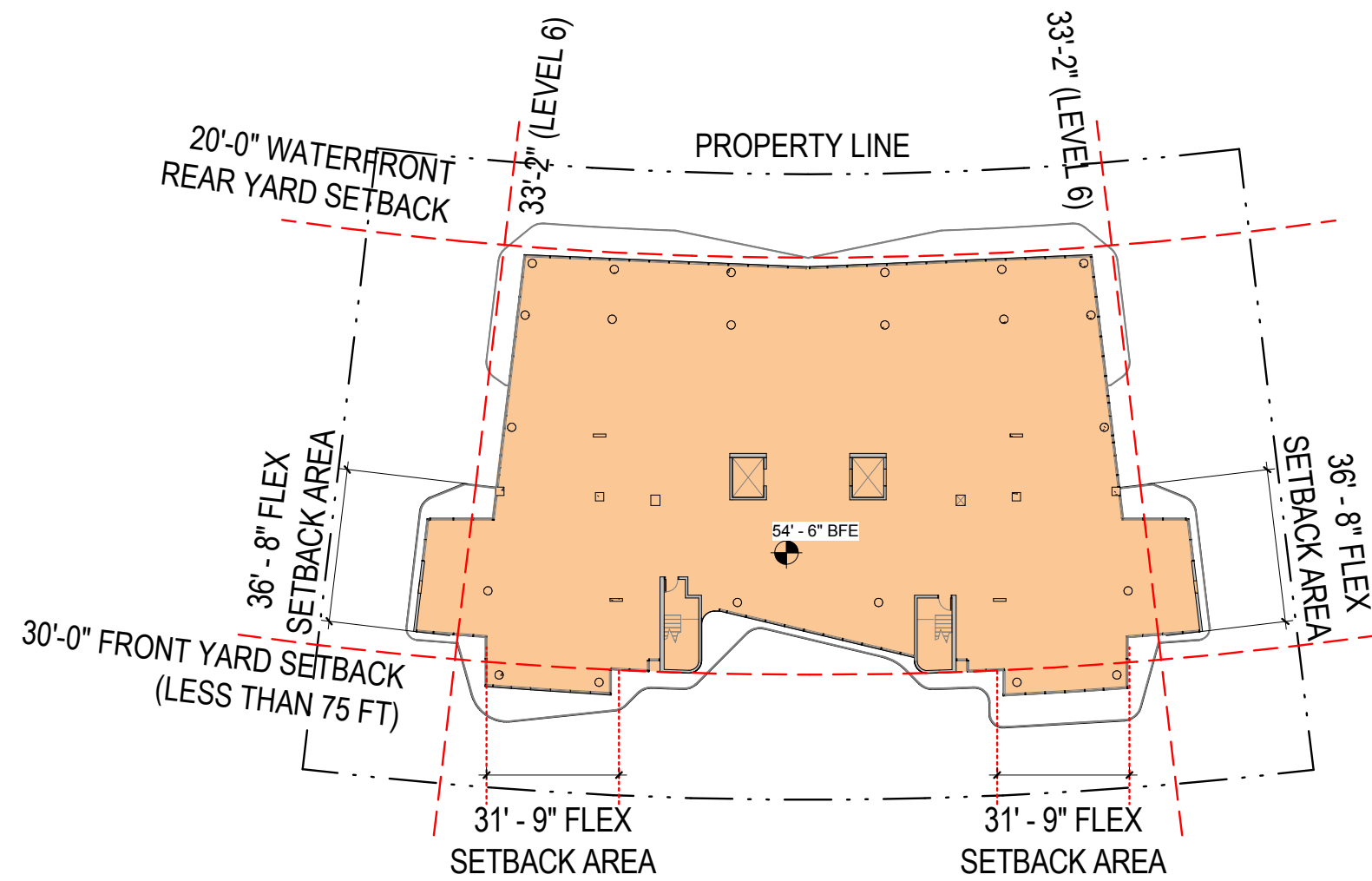
LEVEL 03
SCALE: 1" = 40'-0"



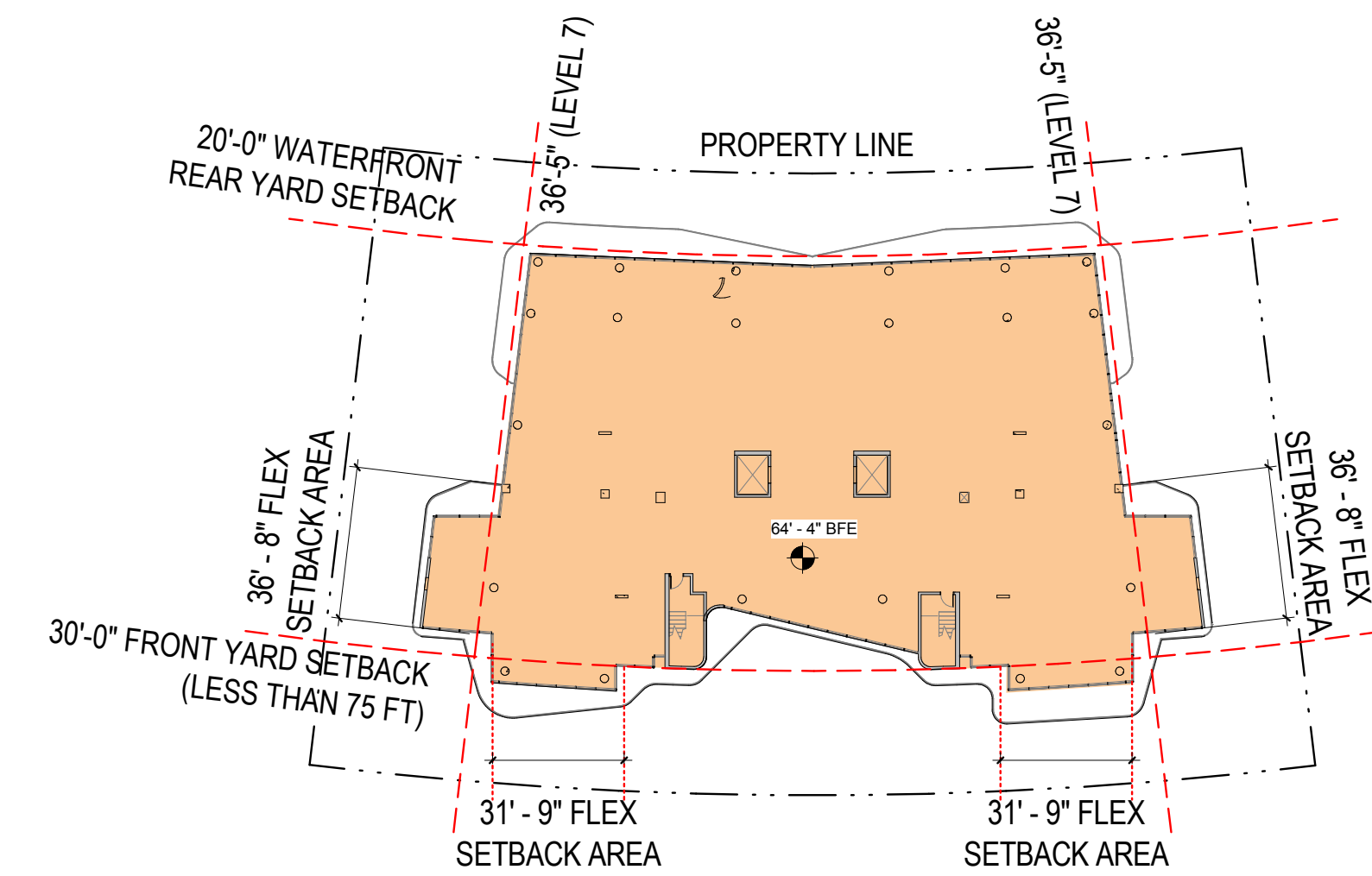
LEVEL 04
SCALE: 1" = 40'-0"



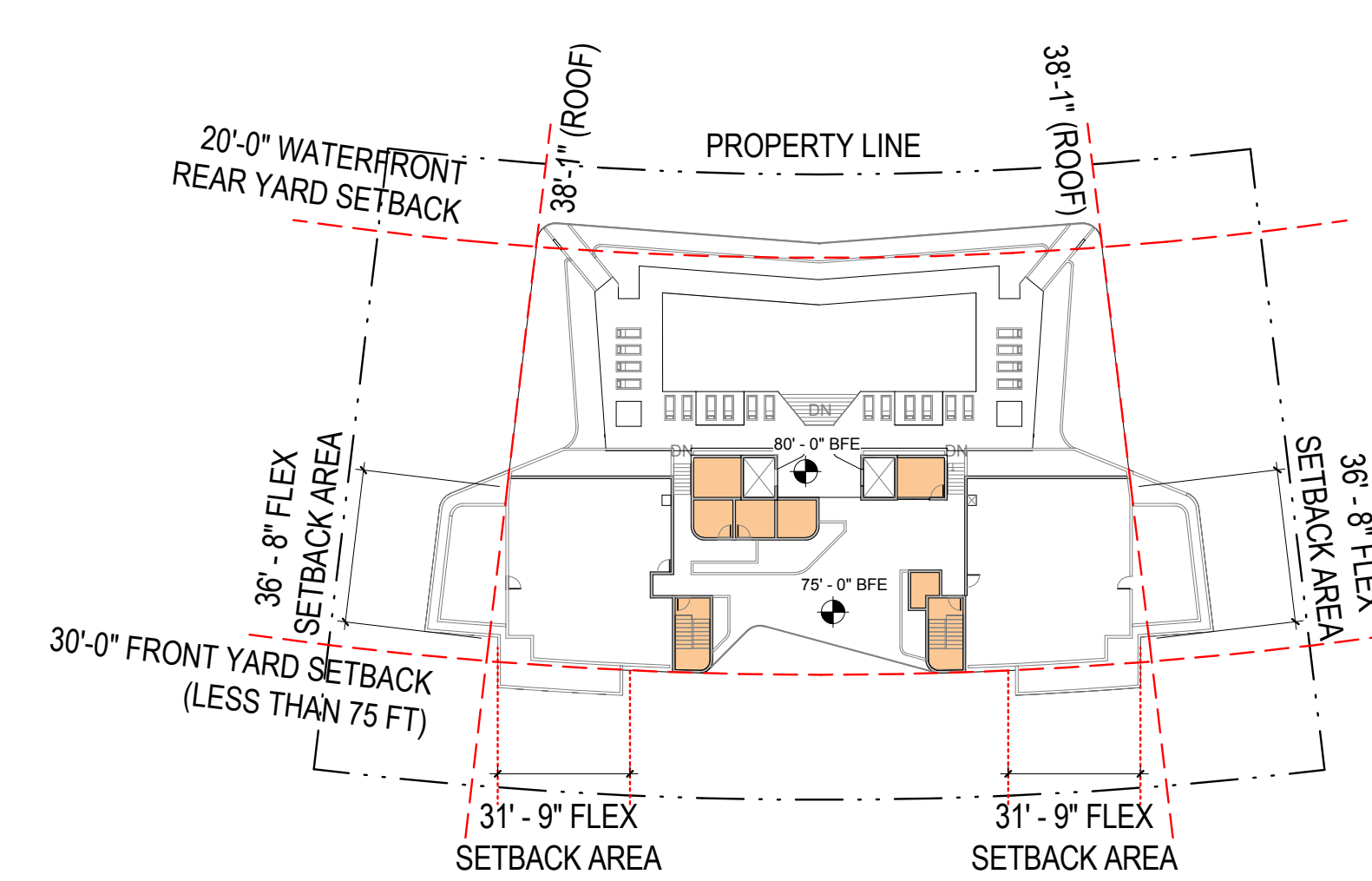
LEVEL 05
SCALE: 1" = 40'-0"



LEVEL 06
SCALE: 1" = 40'-0"



LEVEL 07
SCALE: 1" = 40'-0"



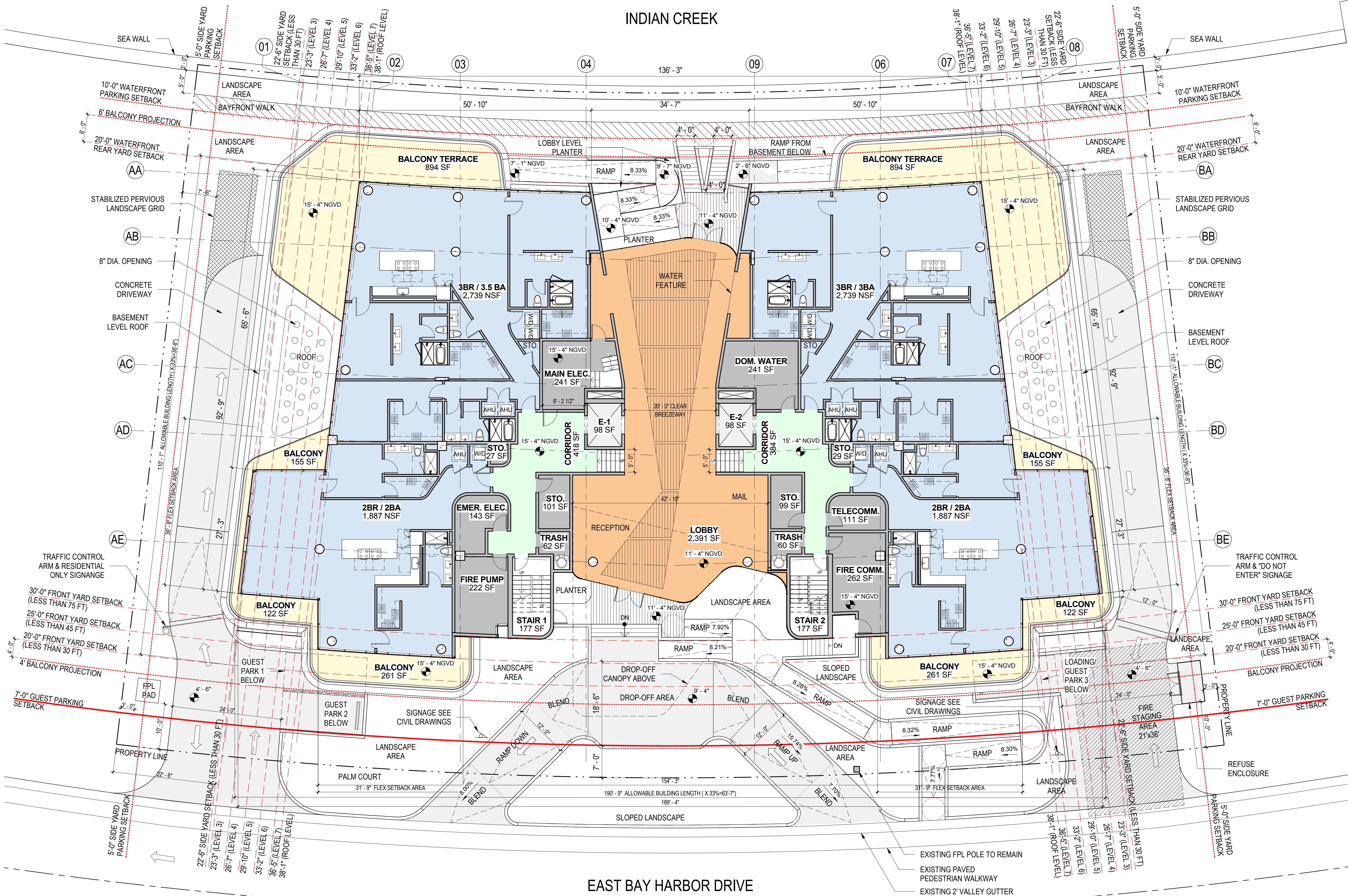
ROOF LEVEL
SCALE: 1" = 40'-0"

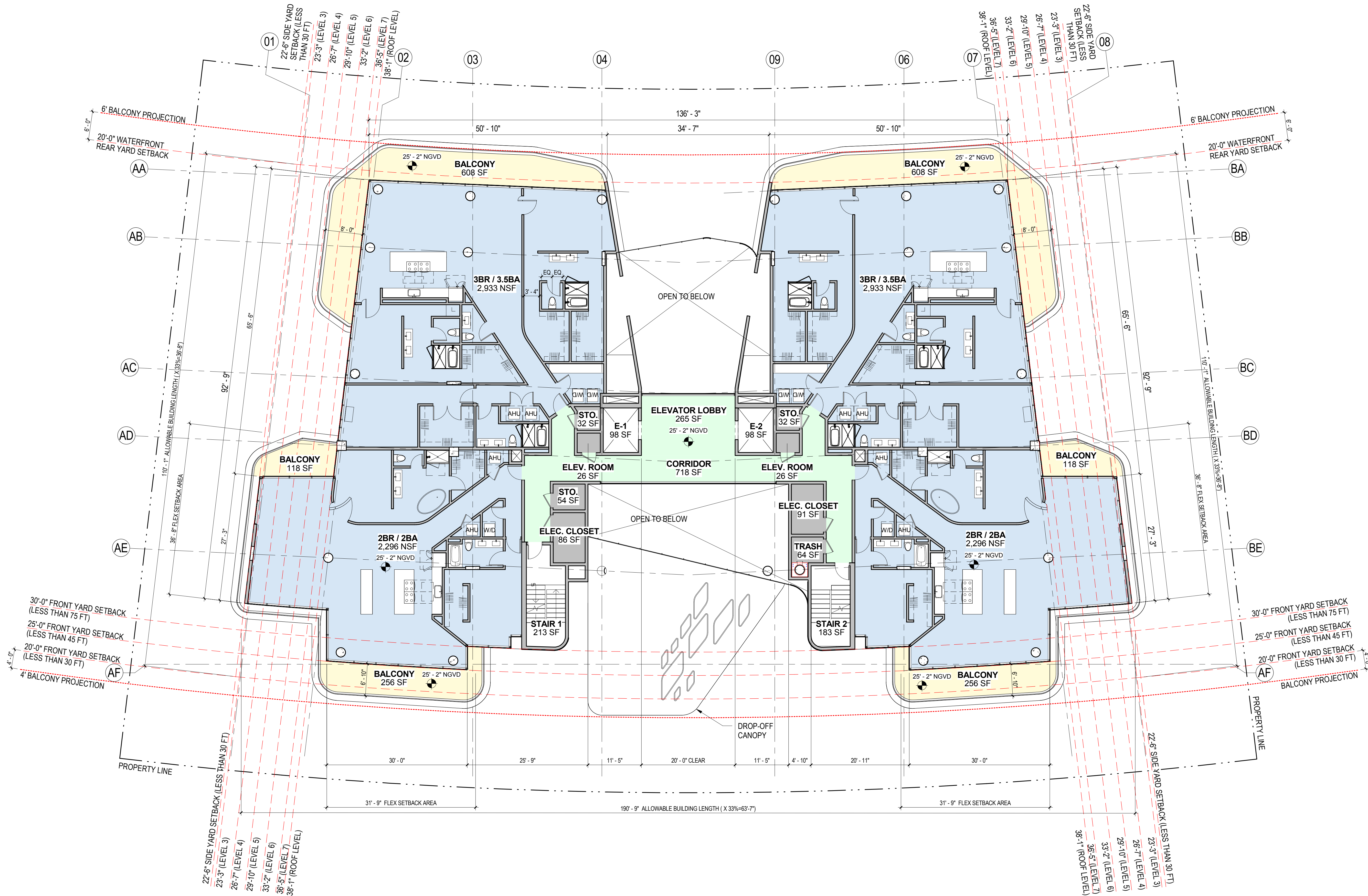
C-1: PROPOSED FLOOR PLANS

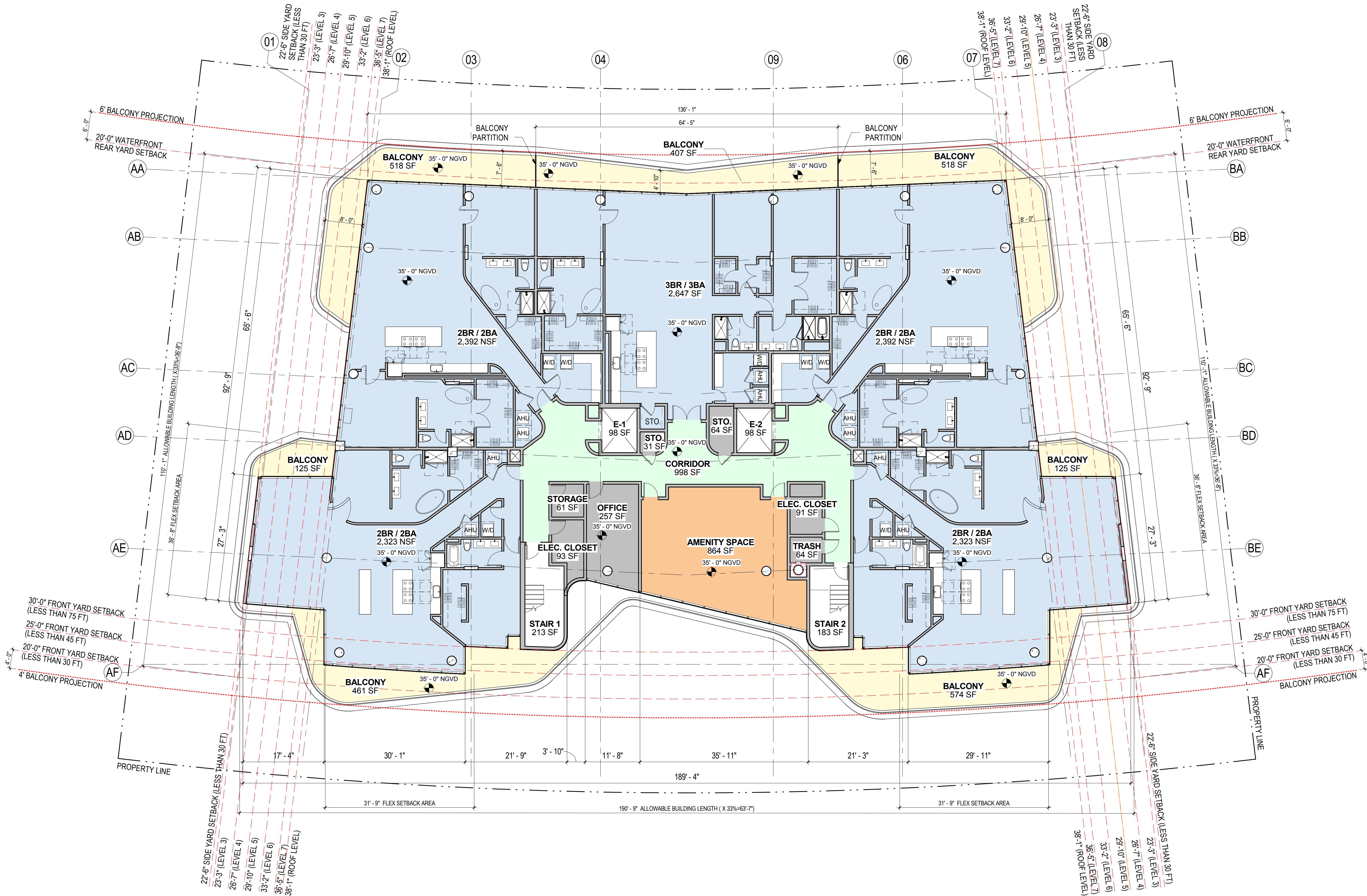
- C-2: Basement Level Floor Plan
- C-3: Site / Ground Level Floor Plan
- C-4: Level 02 Floor Plan
- C-5: Level 03 Floor Plan
- C-6: Level 04-05 Floor Plan
- C-7: Level 06-07 Floor Plan
- C-8: Roof Level Floor Plan

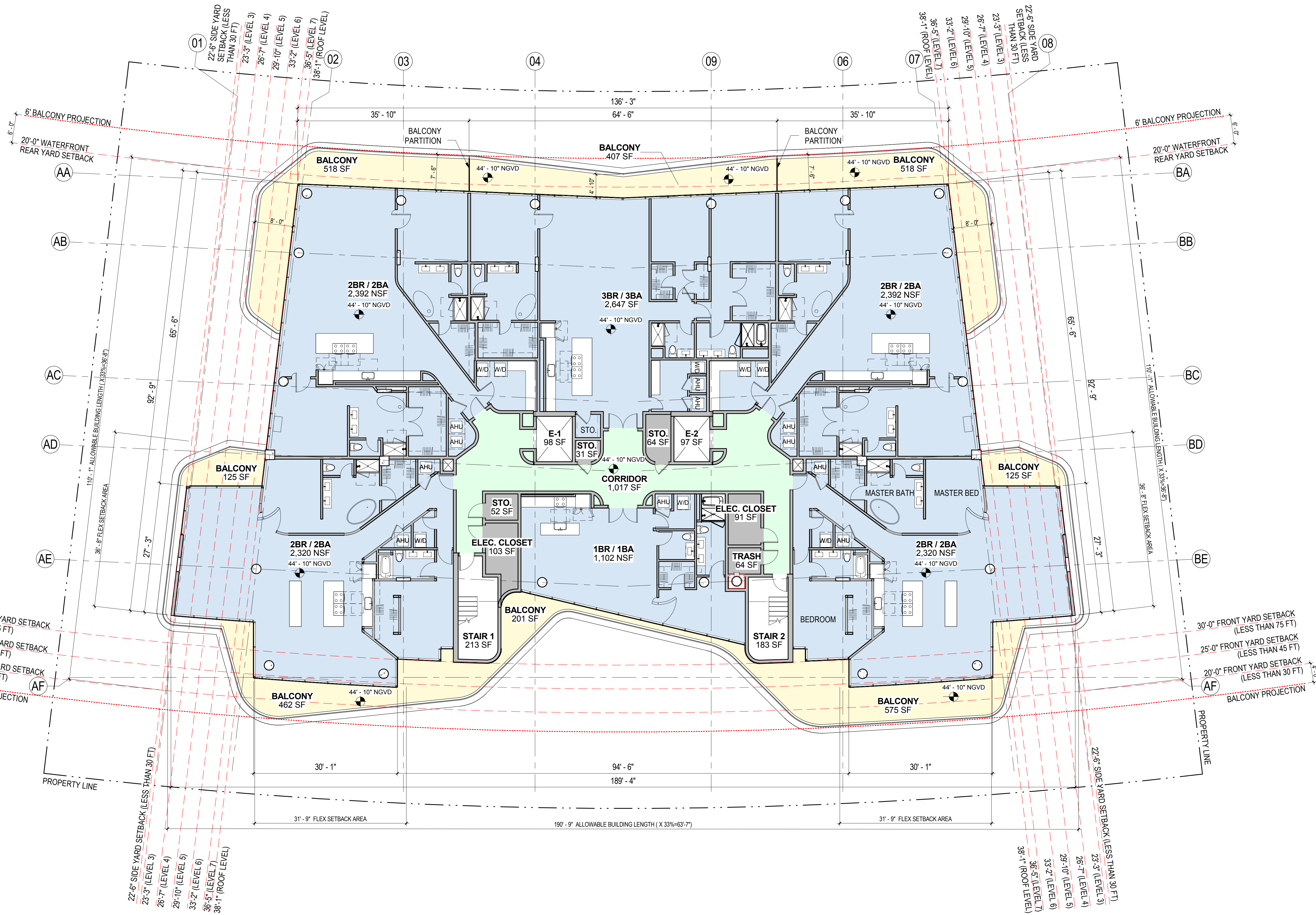
DRIFTWOOD
9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

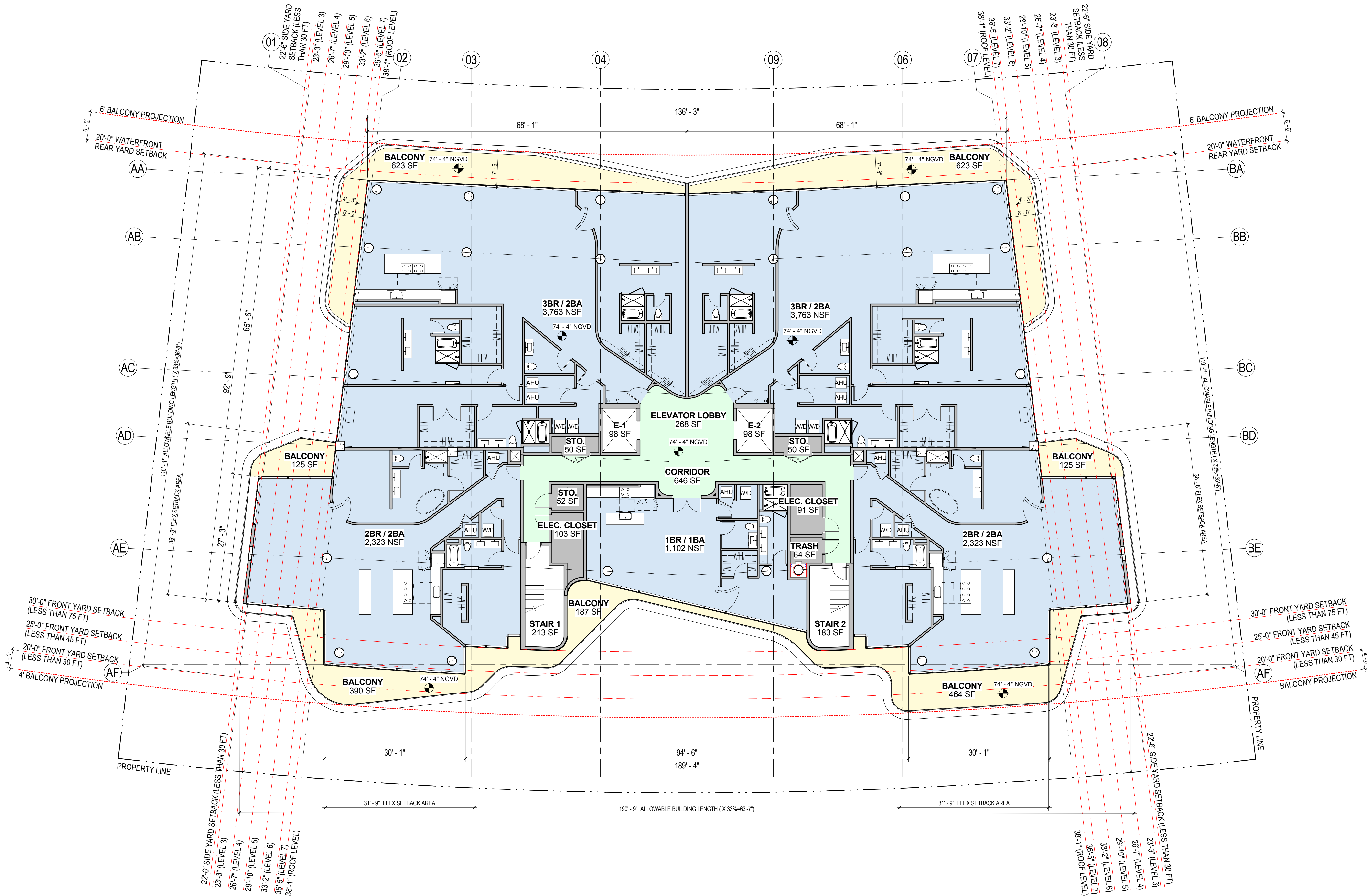


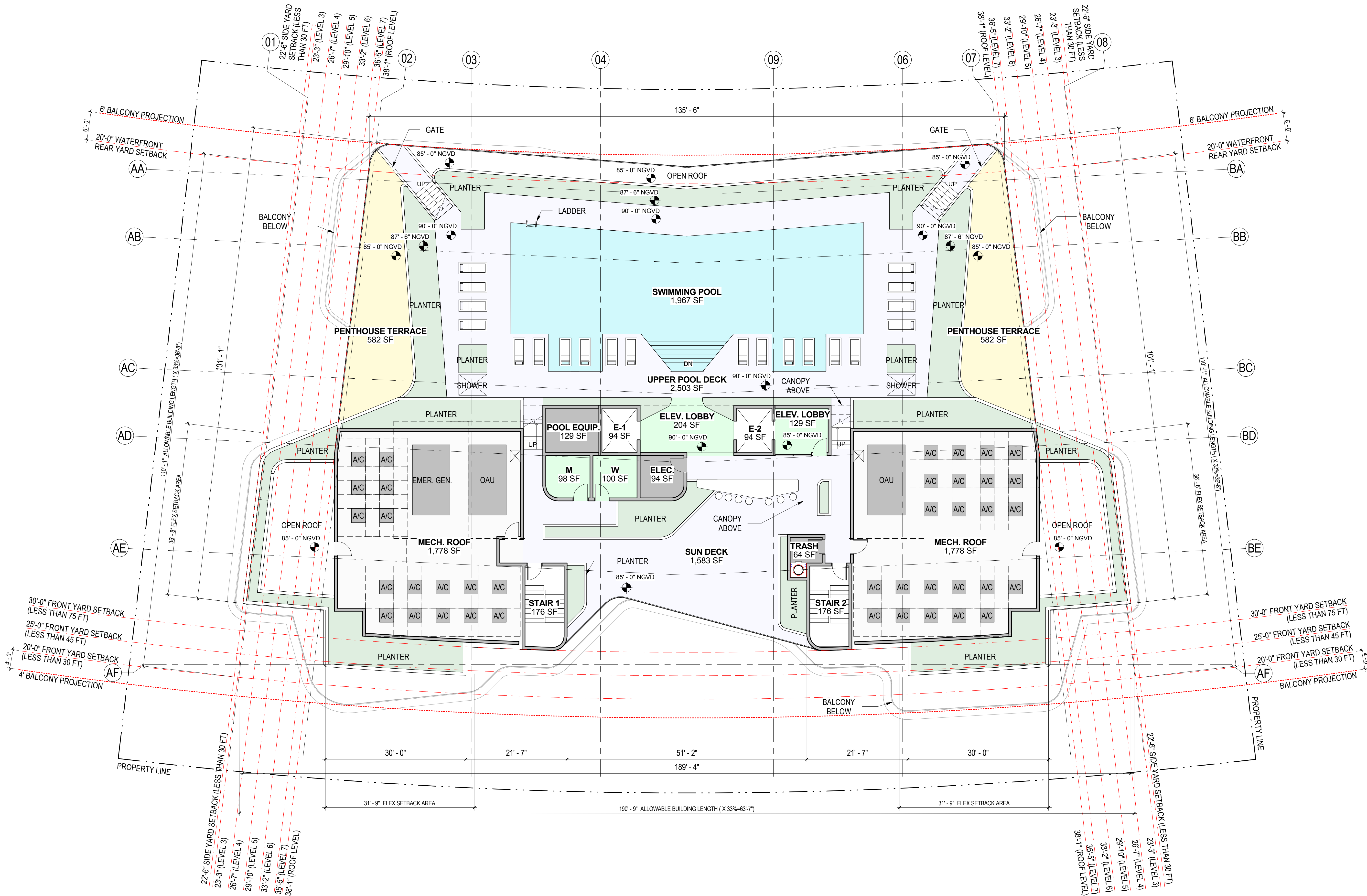












D-1: BUILDING ELEVATIONS & SECTIONS

- D-2: Elevations - Material Palette
- D-3: Proposed Elevations - East
- D-4: Proposed Elevations - South
- D-5: Proposed Elevations - West
- D-6: Proposed Elevations - North
- D-7: Proposed Sections
- D-8: Proposed Sections
- D-9: Proposed Sections



CLADDING
Exterior Solid Walls



CONCRETE
Exterior Balcony Projections



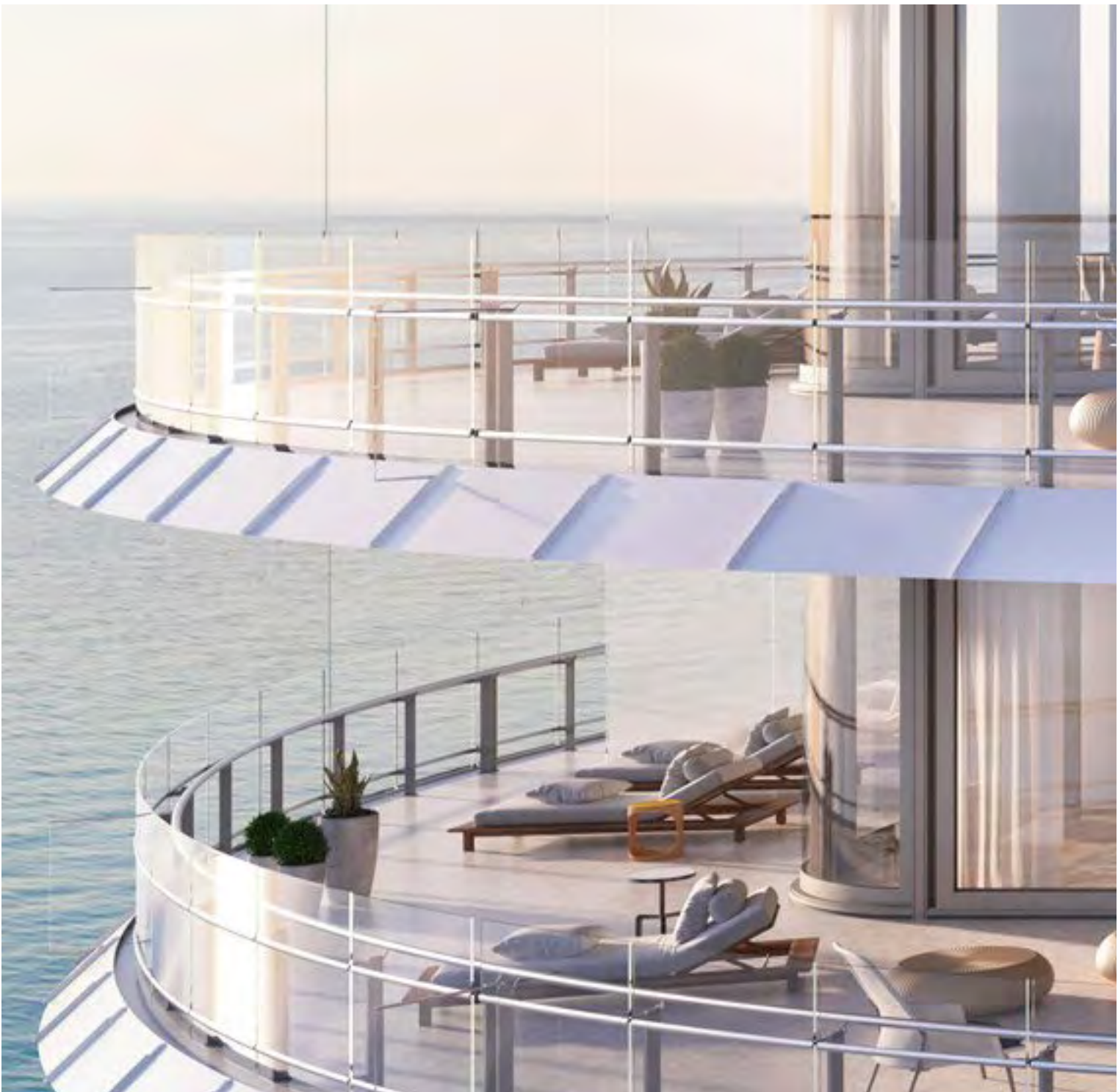
CLEAR GLASS WINDOW WALL
Glass Enclosure at Units and Breezeway



STONE
Landscape Walls and Planters



GREEN WALL
Parking Entry and Screen Walls



METAL AND GLASS
Balconies and Roof Terraces

DRIFTWOOD

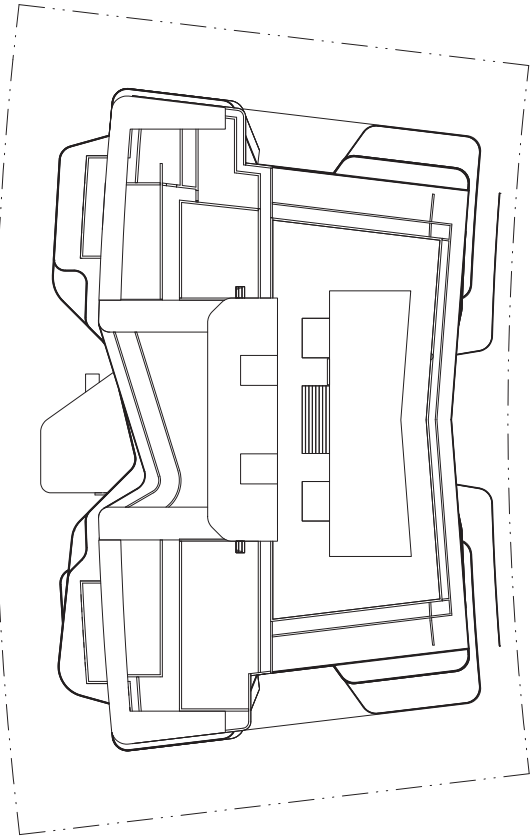
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Stantec

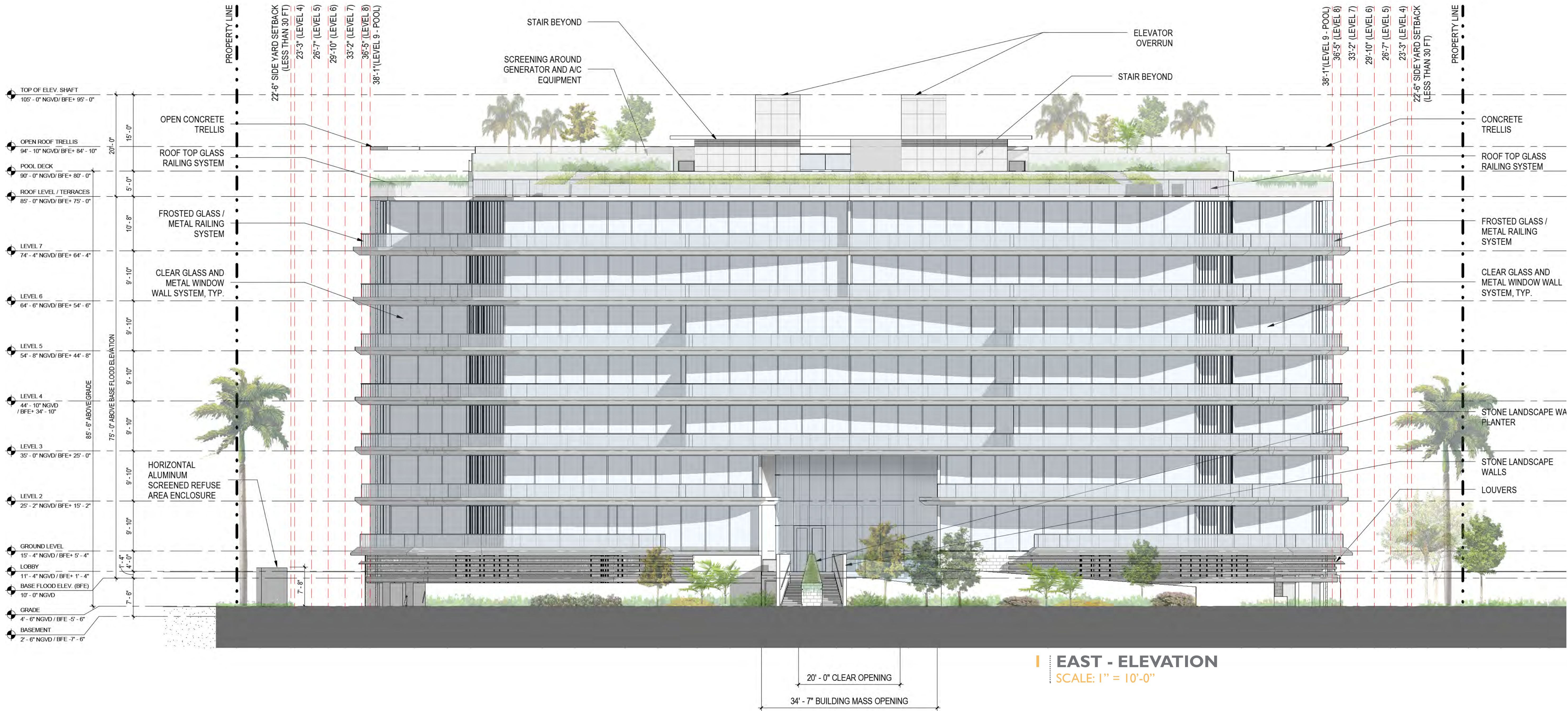
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Andrew W. Burnett
Lic #: AR88495

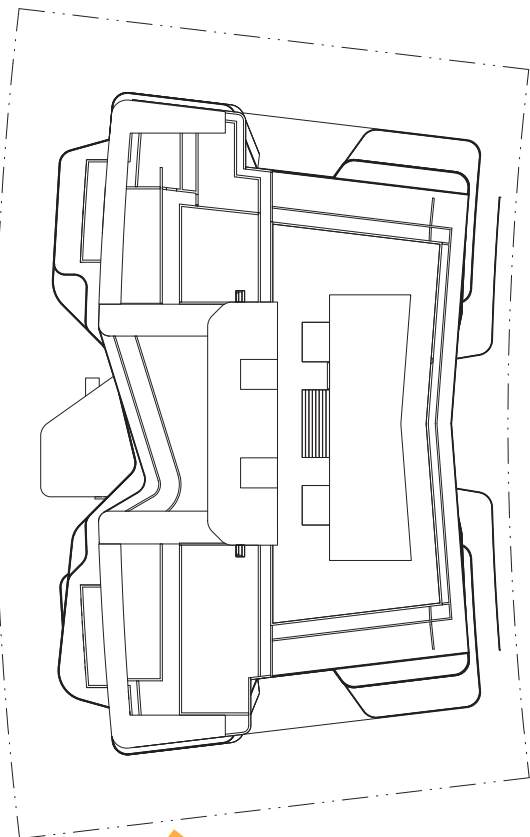
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11.17.2017



KEY PLAN
NTS





KEY PLAN
NTS

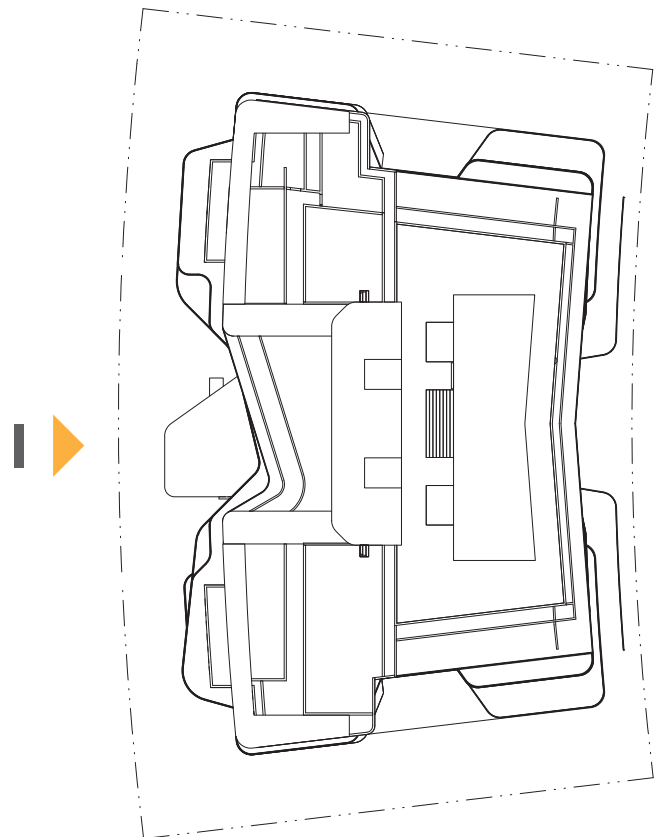


SOUTH - ELEVATION
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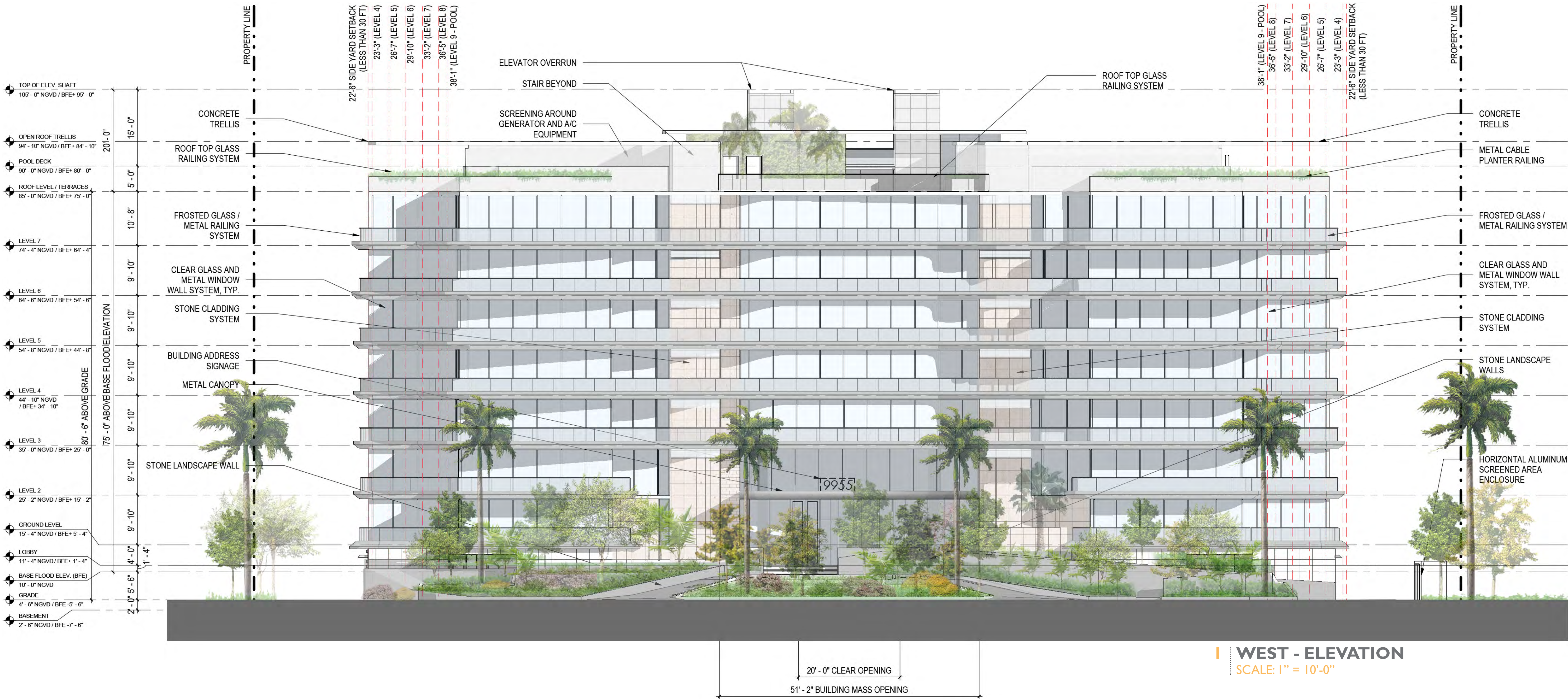
PROPOSED ELEVATIONS - WEST

DRIFTWOOD

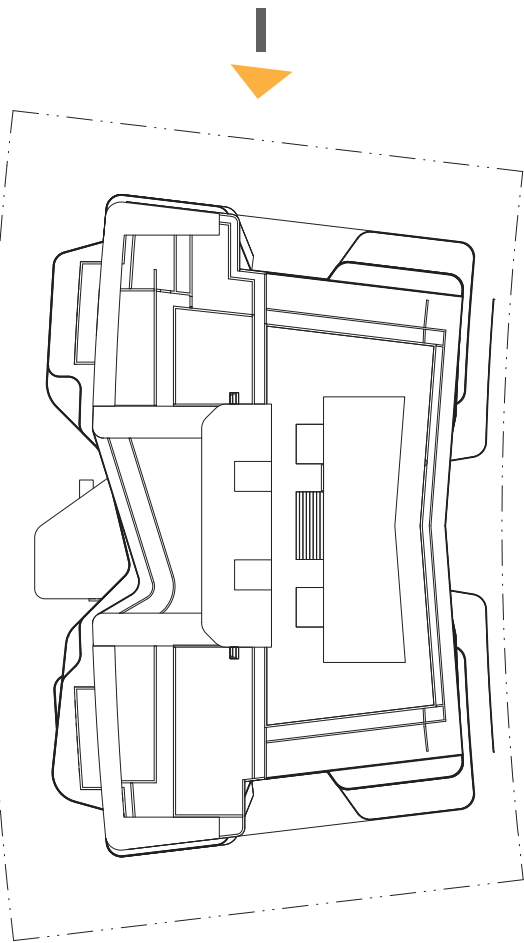
9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



KEY PLAN
NTS



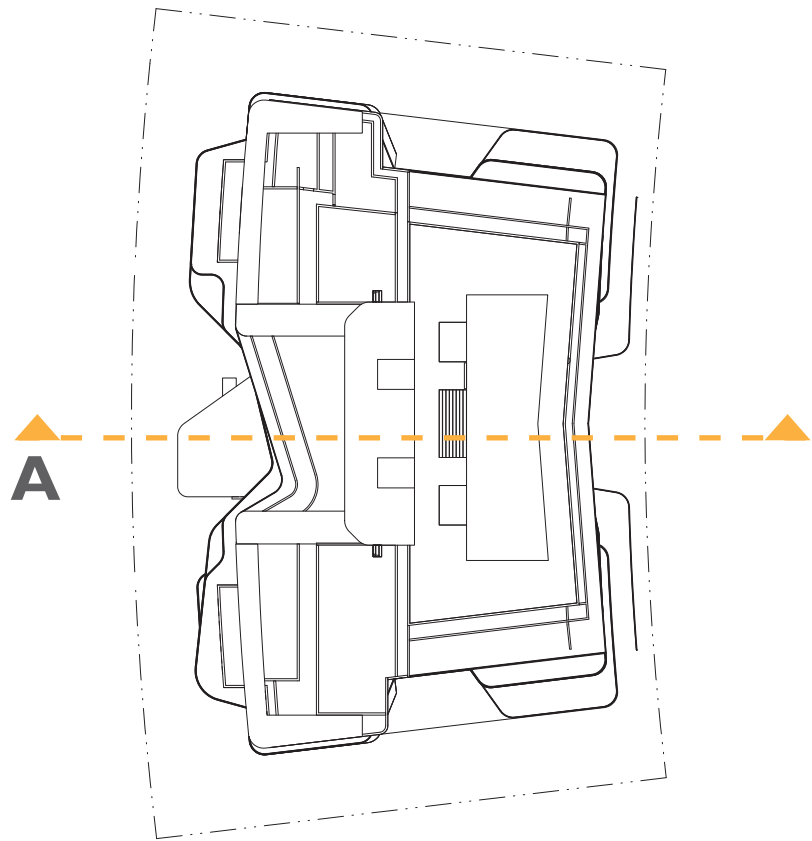
WEST - ELEVATION
SCALE: 1" = 10'-0"



KEY PLAN
NTS



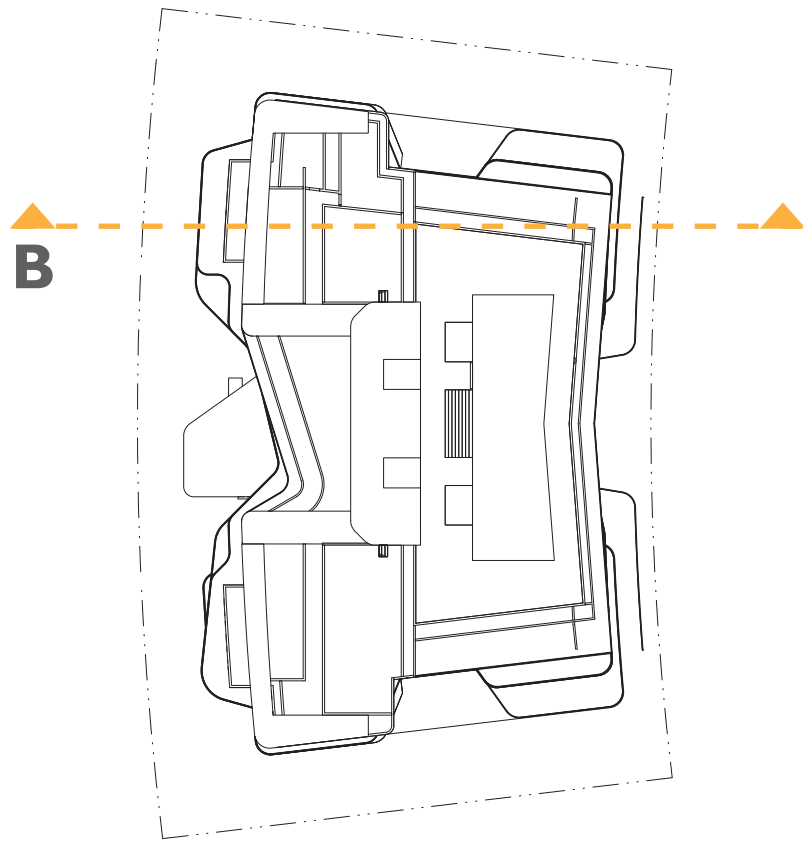
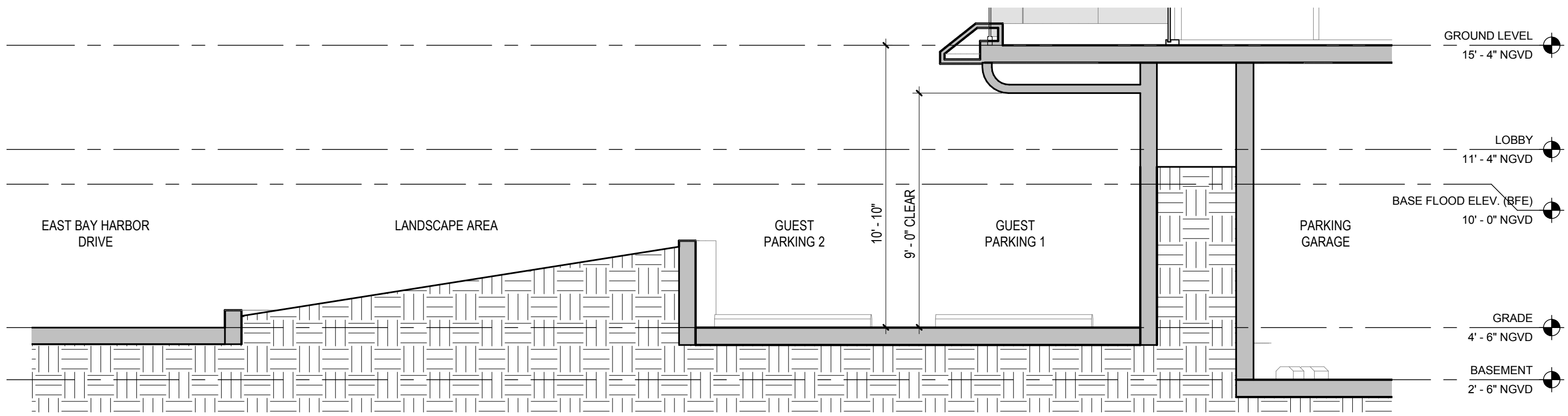
NORTH- ELEVATION
SCALE: 1" = 10'-0"



KEY PLAN
NTS

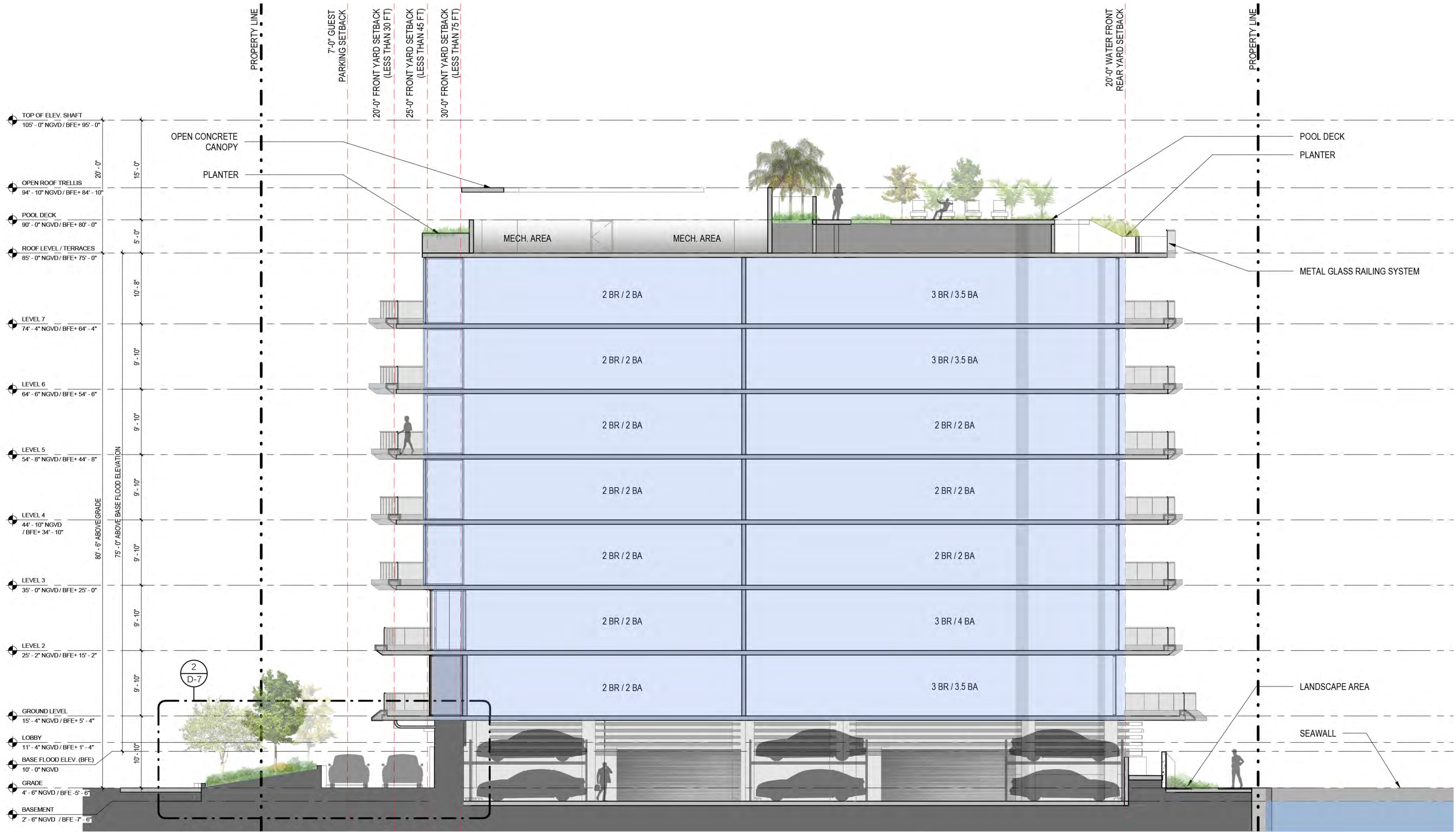


A - SECTION
SCALE: 1" = 10'-0"

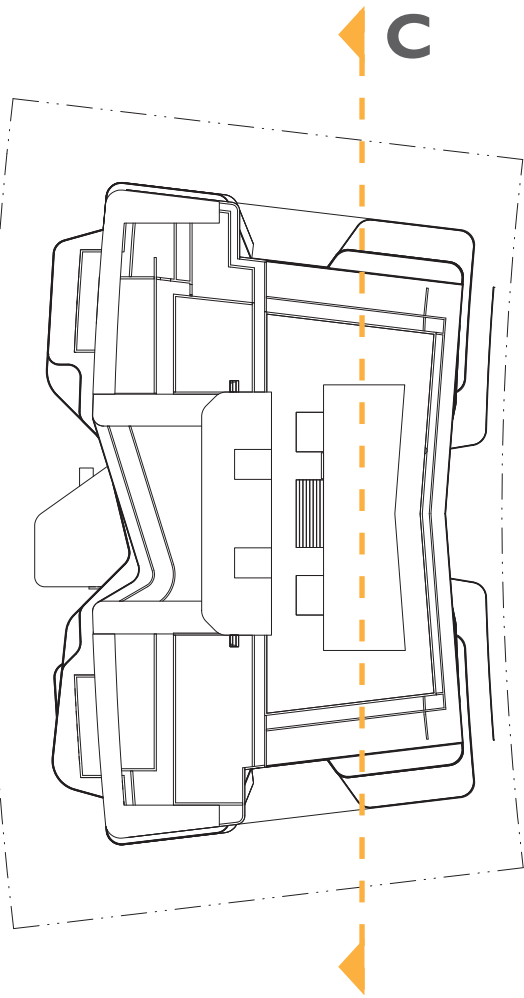


2 DETAIL - GUEST PARKING
SCALE: 1/4" = 1'-0"

1 KEY PLAN
NTS

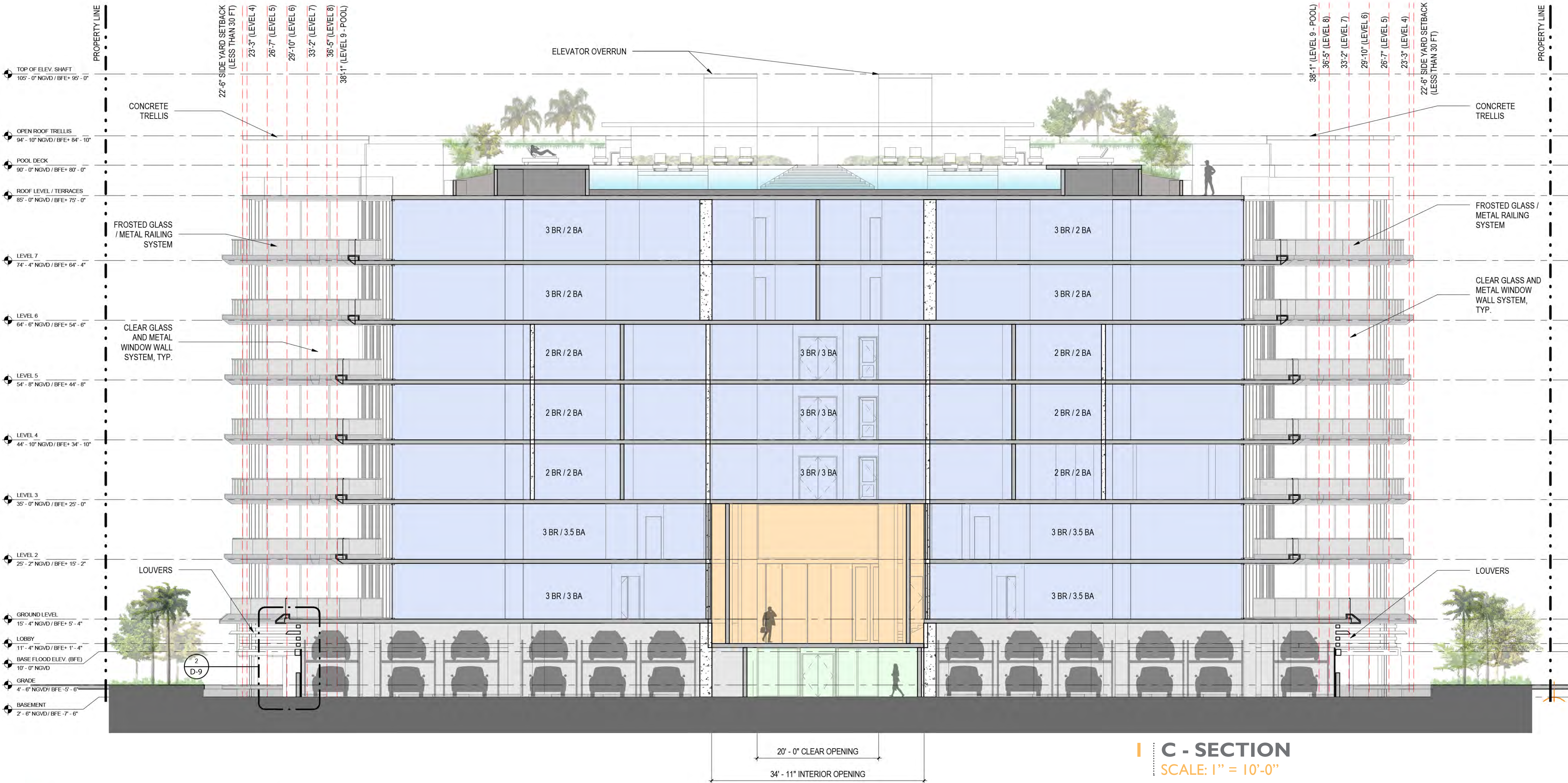
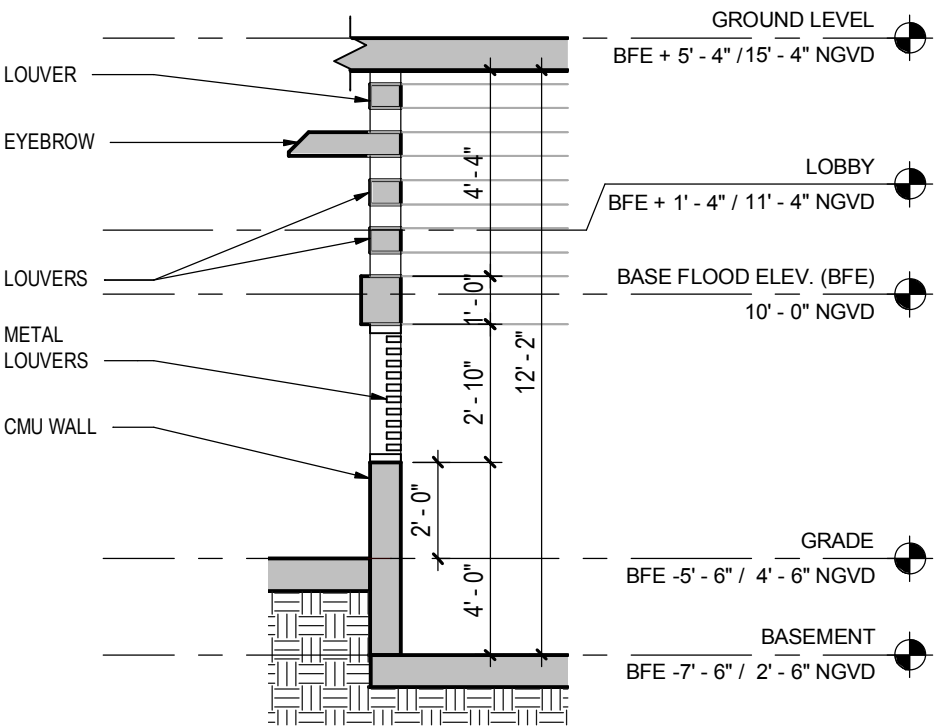


B - SECTION
SCALE: 1" = 10'-0"



1 KEY PLAN
NTS

2 DETAIL - PARKING ENCLOSURE
SCALE: 1/4" = 1'-0"



C - SECTION
SCALE: 1" = 10'-0"

E-1: RENDERED PERSPECTIVE ILLUSTRATIONS

- E-2: Perspective View - Water
- E-3: Perspective View - Street
- E-4: Perspective View - Drop off
- E-5: Aerial View - East
- E-6: Aerial View - West

DRIFTWOOD
9955 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



RENDERED PERSPECTIVE - FROM INDIAN CREEK
SCALE: NTS



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Lic#: AR88495

ZONING SUBMITTAL
11.17.2017
REVISED SUBMITTAL
02.22.2018

RENDERED PERSPECTIVE - FROM EAST BAYSHORE DRIVE
SCALE: NTS

DRIFTWOOD

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Andrew W. Burnett
Lic#: AR88495

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11.17.2017



RENDERED PERSPECTIVE - DROP OFF
SCALE: NTS



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Lic#: AR88495



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11.17.2017

AERIAL VIEW - EAST
SCALE: NTS



DRIFTWOOD

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Lic#: AR98495

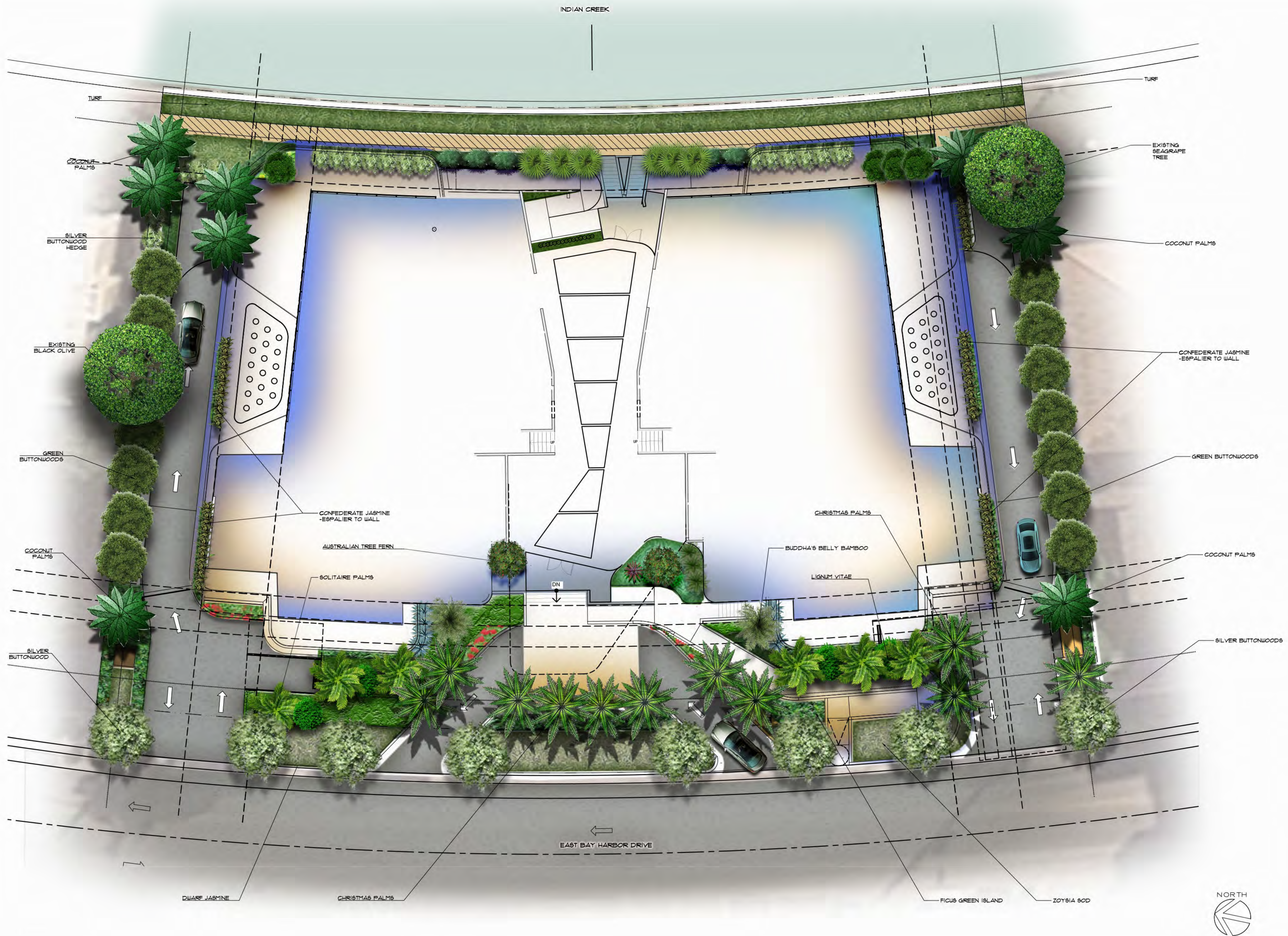
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ZONING SUBMITTAL
11.17.2017

REVISED SUBMITTAL
02.22.2018

AERIAL VIEW - WEST
SCALE: NTS

- L-1: LANDSCAPE PLANS
- L-2: Existing Tree Plan
- L-3: Planting Plan
- L-4: Planting Plan - Rooftop
- L-5: Details, Notes, Specifications



project:
driftwood
bay harbor islands
florida

dave bodker
landscape architecture/planning inc.
601 n. congress ave., suite 105-a
delray beach, florida 33445
561-276-6311
#LA0000999

sheet title:
**illustrative
plan**

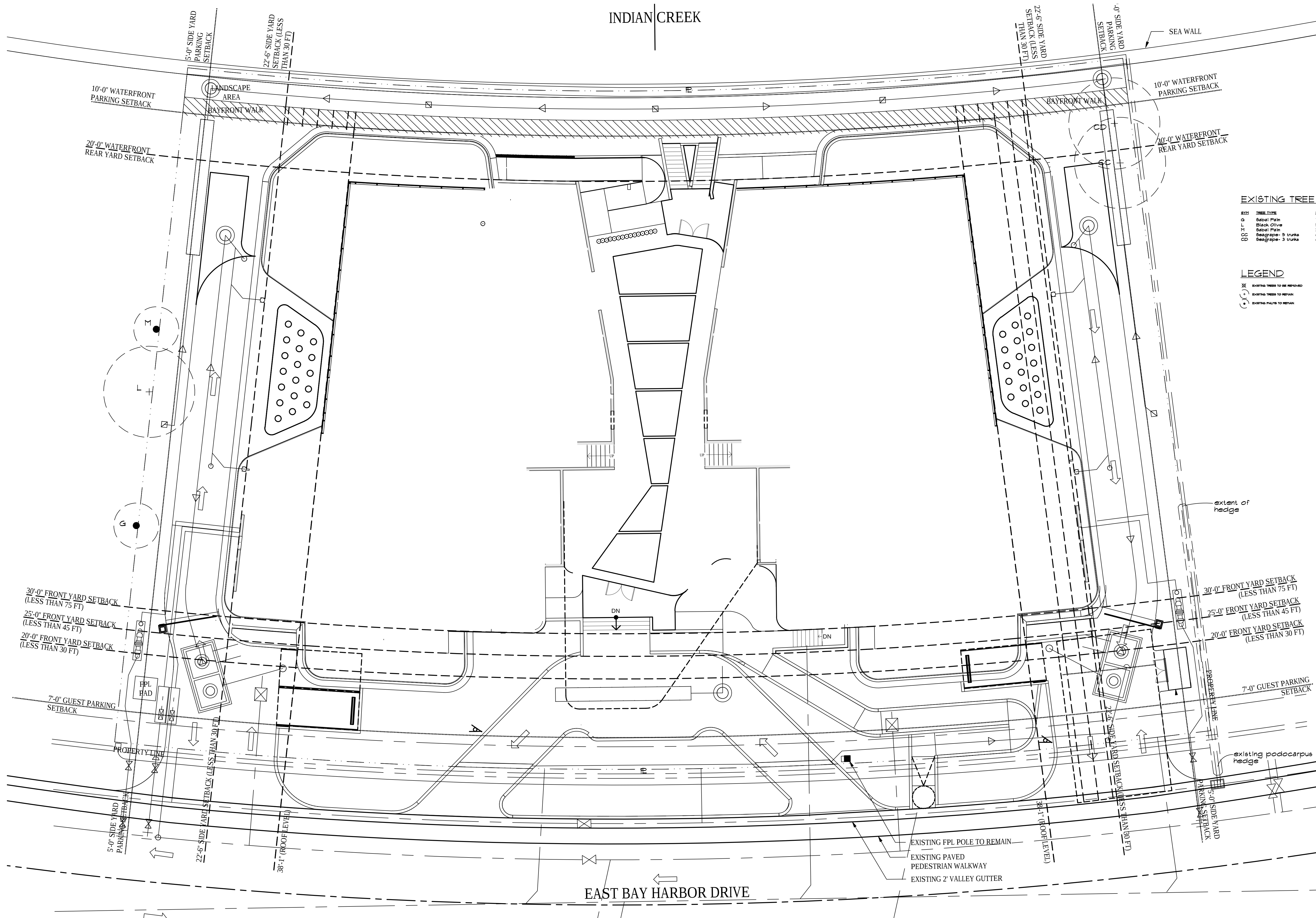
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date:
01-22-18
scale:
1"=10'
drawn by:
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revisions:
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sheet:

L-1

1 of 2 sheets



EXISTING TREE LIST

ID	TREE TYPE	DESCRIPTION	STATUS
G	Sabal Palm	18' o.a. ht, 12" dbh	remain
L	Black Olive	30' ht. x 50" apr, 32" dbh	remain
T	Sabal Palm	20' o.a. ht, 15" dbh	remain
CC	Seagrape	60' ht. x 20" apr, 5" x 33, 12", 18" dbh	remain
CC	Seagrape	60' ht. x 20" apr, 6", 12", 18" dbh	remain

LEGEND

- EXISTING TREES TO BE REMOVED
- EXISTING TREES TO REMAIN
- EXISTING PALMS TO REMAIN

project:
driftwood
bay harbor islands
florida

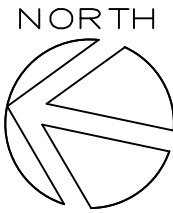
dave bodker
landscape architecture/planning inc.
601 n. congress ave., suite 105-a
delray beach, florida 33445
561-276-6311

#LA0000999
sheet title:
**existing tree
plan**

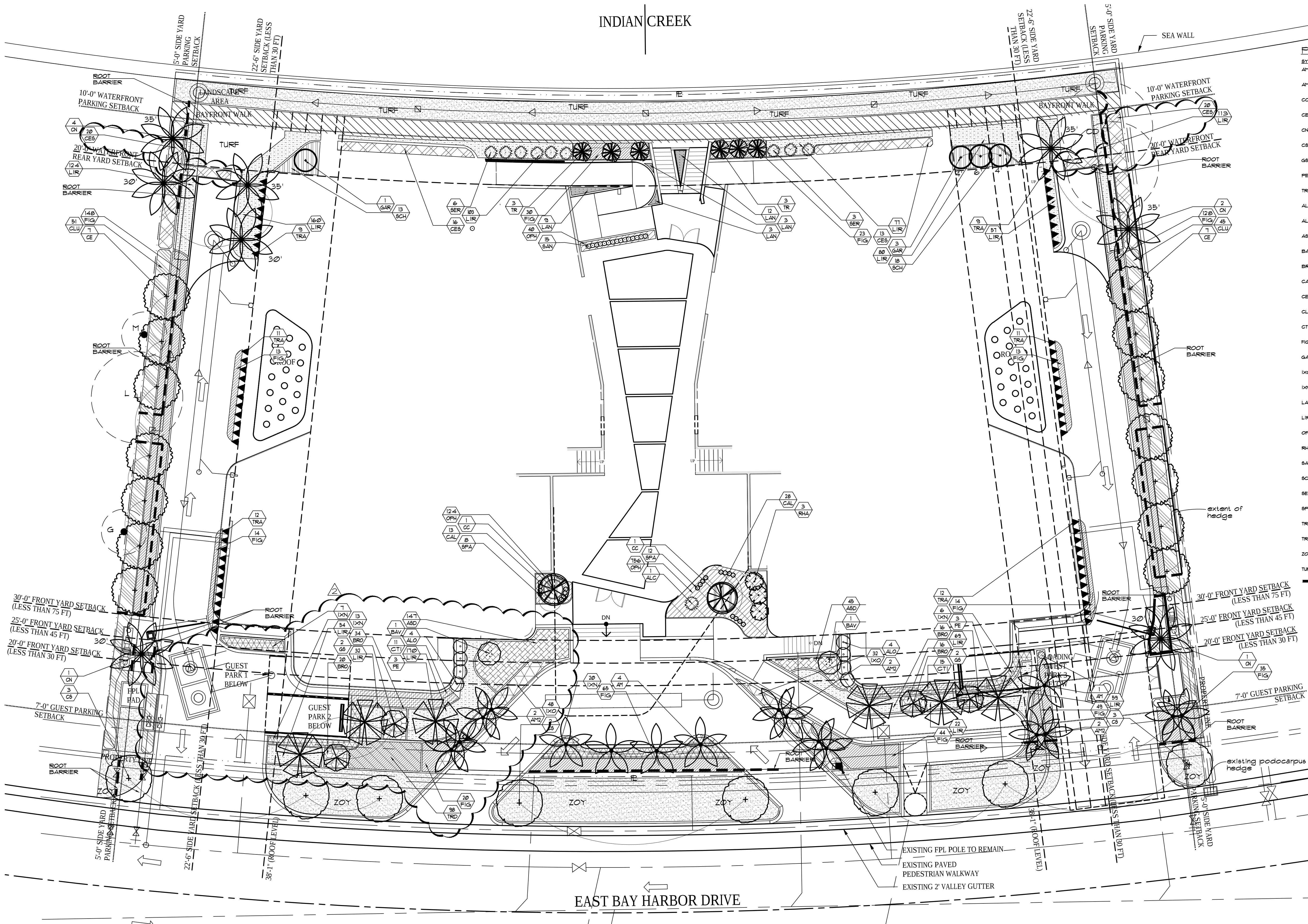
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drawn by: jcs

revisions:
12-12-17 rev per drc comments
2-26-18 rev per p+z comments
12-12-17
2-26-18
12-12-17
2-26-18

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L-2



PLANT LIST				
SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY	DROUGHT TOLERANCE
AM	Adonidia nerrillii Christmas Palm	16' o.a. ht.	5	
AM2	Adonidia nerrillii Double Trunk Christmas Palm	16' o.a. ht.	6	medium
CC	Cyathra cooperi Australian Tree Fern	8' ht. x 8' apr.	2	low
CE	Conocarpus erectus Green Buttonwood	16" x 6" apr. 3.5" cal.	14	High
CN	Coccothrinax Coconut Palm	o.a. hts. as noted on plan	8	High
CB	Conocarpus erectus 'Variegatus' Silver Buttonwood	18" ht. x 6" apr. 2.5" cal. 6" C.T.	8	High
GS	Guzmania sanctum Lignum vitae	12" ht. x 6" apr. 3" cal. Standard	4	High
FE	Phycosperma elegans Solitaire Palm	24' o.a. ht.	6	medium
TR	Trinex radiata Torch Palm	4' ht. x 4' apr.	6	High
ALC	Alcantarea Imperialis Imperial Bromeliad	3' ht. x 3' apr.	1	medium
ALO	Alcornoque odorata 'California' Dwarf Elephant Ear	3' ht. x 3' apr.	8	low
ASD	Aspidistra elatior Cast. Iron Plant	18" ht. x 18" apr. 12" o.c.	126	medium
BAY	Bambusa ventricosa 'Buddha's Belly' Buddha's Belly Bamboo	7' ht.	2	medium
BRO	Bromeliad spp. Bromeliads	12" ht. x 12" apr. 12" o.c.	86	High
CAL	Calathea zebrina Zebra Plant	12" ht. x 18" apr. 18" o.c.	41	low
CES	Conocarpus erectus 'Variegatus' Silver Buttonwood	4' ht. x 2' apr. 24" o.c.	69	High
CLU	Clusia guianensis Small Leaf Clusia	6' ht. x 3' apr. 36" o.c.	96	medium
CTI	Cordyline terminalis 'Baby Doll' Baby Doll TI Plant	5' ht. 3ppp 24" o.c.	36	medium
FIG	Ficus microcarpa 'Green Island' Green Island Ficus	12" ht. x 12" apr. 18" o.c.	596	High
GAR	Garcinia spicata Mangosteen	o.a. hts. as noted on plan	4	medium
IXO	Ixora coccinea 'Haul Bunnet' Dwarf Haul Ixora	18" ht. x 18" apr. 18" o.c.	80	medium
IXN	Ixora coccinea 'Nora Grant' Nora Grant Ixora	12" ht. x 24" apr. 24" o.c.	39	medium
LAN	Lantana camara Yellow Lantana	12" ht. x 12" apr. 12" o.c.	21	medium
LIR	Liriope muscari 'Evergreen Giant' Evergreen Giant Liriope	12" ht. x 12" apr. 12" o.c.	1120	High
OPH	Ophiopogon japonicus Mondo Grass	6" ht. x 6" apr. 6" o.c.	920	medium
RHA	Rhipsalis exilis Lady Palm	6" ht. x 3' apr. 5 canes min.	3	medium
SAN	Sansevieria trifasciata 'Laurentii' Bambergian	24" ht. x 12" apr. 12" o.c.	15	High
SCH	Schefflera arborescens 'Trinette' Trinette	24" ht. x 18" apr. 24" o.c.	31	High
SER	Sarcocodia repens 'Chinensis' Silver Bau Palmetto	4' ht. x 4' apr.	9	High
SPA	Spathoglottis plicata Purple Ground Orchid	12" ht. x 12" apr. 12" o.c.	20	medium
TRA	Trachycarpus fortunei Confederate Jasmine	6' numera espallier to wall *	64	medium
TRD	Trachycarpus fortunei Asian Jasmine	18" ht. x 12" apr. 12" o.c.	98	medium
ZOY	Zoya japonica 'Empire' Empire Zoya Grass	fresh full soil	approx. 2000 sf	medium
TURF	Artificial turf	- must have previous base	approx. 1400 sf	

* Espallier to wall with lead anchors & stainless steel screws & 80 lb test monofilament in 12" x 12" square grid pattern.

project:
driftwood
bay harbor islands
florida

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sheet title:
planting
plan

project number:
2617

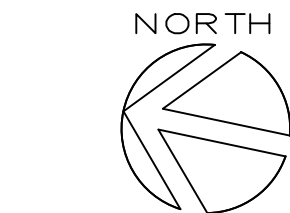
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jcs

revisions:
12-12-17 rev per drc comments
2-21-18 rev per p+z comments

sheet:
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TOWN OF BAY HARBOR ISLANDS, FLORIDA
LANDSCAPE REQUIREMENTS LEGEND (WORKSHEET)

Town Landscape Code (Sec. 24-16) and Miami-Dade Landscape Code (Ch. 18A)
Multi-Family Residential (MFR-1)

Site Address: 9955 + 9971 East Bay Harbor Dr., Legal Description

Net Lot Area: 0.11 Acres / 33,748.94 S.F.

I. Open Space Requirements	Required	Provided
1. Net Lot Area = 33,748.94 S.F. x 20% = 6,750 S.F. (BHI - Sec. 23-11)	20% / 6,750 S.F.	20% / 6,800 S.F.
2. Maximum Lawn Area Allowed (MDC - Sec. 18A-6 (A)(3))		
a. Req. open space 6,750 S.F. x 60% = 4,050 S.F.	60% max. / 4,050 S.F.	1 / 49 S.F.

II. Shade Trees

A. Required

1. 28 shade trees / acre: 28 x 0.11 acres = 216 (Min. 12" height / 4" clear wood / 2 1/2" caliper) (Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees) (MDC - Sec. 18A-6 (C)(3)) and BHI Sec. 24-16	22	29
2. Native Species Required - 50% Min. # of shade trees req. 22 x 50% = 11 (BHI - Sec. 24-16 (a)(2))	11	16
3. Drought Tolerant and Low Maintenance Species Required - 50% Min. # of shade trees req. 22 x 50% = 11 (MDC - Sec. 18A-6 (C)(1)(b))	11	23

B. Tree Species

1. Number of shade trees required (from Sec. (1)(X)(1) above)	22	
2. Number of shade tree species required (BHI - Sec. 24-16 (a)(2))	6	6

• See Following Table.

Number of Different Tree Species based on Quantity

1-5 required shade trees	2 shade tree species
6-10 required shade trees	3 shade tree species
11-15 required shade trees	4 shade tree species
16-20 required shade trees	5 shade tree species
21-30 required shade trees	6 shade tree species
31 or more required shade trees	7 shade tree species

C. Tree Heights

1. Number of stories of building = 3	
2. Number of shade trees required = 22 (from Sec. (1)(X)(1) above)	
3. Shade tree heights required:	
12 ft. - 25% or 6 shade trees	
14-16 ft. - % or 11 shade trees	
16-18 ft. - % or 11 shade trees	
18-20 ft. - 25% or 6 shade trees	

Size of Tree Species in Relationship to Building Height

No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
2	14-16	5	14-18
3	50% min. req.	5	14-18
4	50% 14-16	5	14-18
5	50% min. req.	5	14-18
6	25% 14-16	5	14-18
7	25% 16-18	5	14-18
8	25% min. req.	5	14-18
9	50% 16-18	5	14-18
10	25% 18-20	5	14-18

(BHI - Sec. 24-16 (a)(2))

III. Street Trees

1. Street Trees = 135' Width of lot 243' / 35' x 1 (12" min. height / 6" clear wood / 2 1/2" caliper) (Street tree species determined by Street Tree Master Plan) (Street trees do not count toward required on-site shade trees) (BHI - Sec. 24-16 (a)(2)(a))	1	8
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IV. Shrubs Required

1. 10 shrubs required per shade tree (Min. 24" in height / visual screen min. 36" in height / max. 24" on center) (BHI - Sec. 24-16 (a)(2)(d))	220	411
2. Native Species Required - 30% Min. (MDC - Sec. 18A-6 (D)(1)(a))	66	66
3. Drought Tolerant and Low Maintenance Species Required - 50% Min. (MDC - Sec. 18A-6 (D)(1)(b))	110	113

V. Buffers (if applicable)

1. Parking Lot from ROW	no (yes / no)	no (yes / no)
2. Dissimilar Uses	no (yes / no)	no (yes / no)

VII. Right Tree Right Place

1. Number of trees near power lines (See attached PLS guidelines)		8
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VIII. Florida Friendly Landscaping

(MDC - Sec. 18A-2(A))

All landscaping shall promote Florida Friendly landscaping principles through the use of drought tolerant plant species, grouping or plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions on the amount of lawn areas. Florida Friendly landscape principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

project:
driftwood
bay harbor islands
florida

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sheet title:

planting
plan- rooftop

project number:

2017

date: 10-31-17

scale: 1"=10'

drawn by: jcs

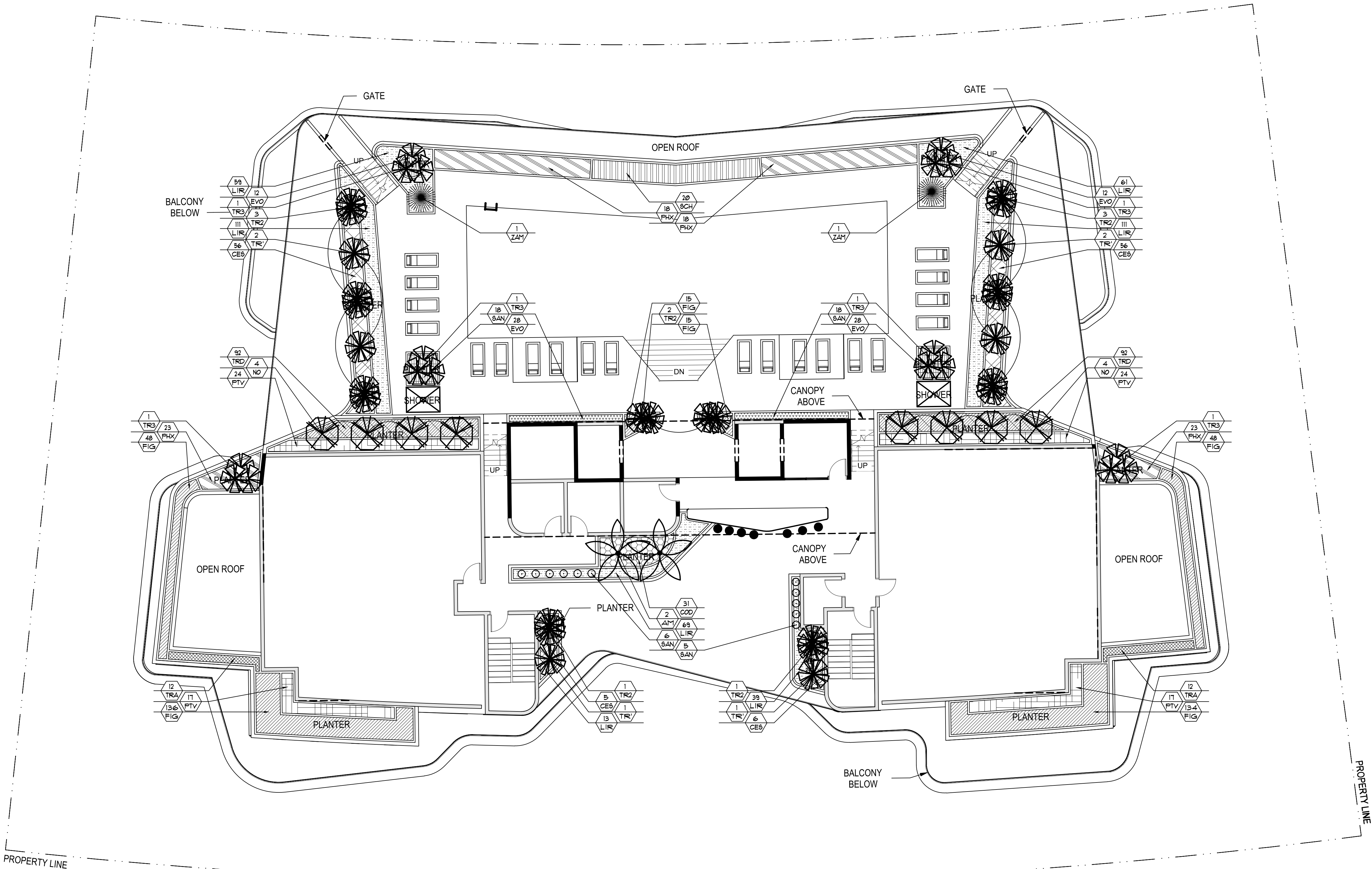
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L-4

4 of 5 sheets



PLANT LIST- ROOFTOP

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY
AM	Adiantum nemorosum Christmas Palm	14" o.a. ht.	2
NO	Nerium oleander 'Calypso' Calypso Oleander	8" ht. x 3' spr. 15" cal. Standard	8
TR	Trinax radiata Florida Thatch Palm	10' o.a. ht.	6
TR2	Trinax radiata Double Trunk Florida Thatch Palm	12' o.a. ht.	10
TR3	Trinax radiata Triple Trunk Florida Thatch Palm	12' o.a. ht.	6
CES	Conocarpus erectus 'Sericeus' Silver Buttonwood	18" ht. x 18" spr. 18" o.c.	123
COD	Codiaeum variegatum Croton	18" ht. x 18" spr. 18" o.c.	31
EVO	Evolvulus glomeratus 'Blue Daze' Blue Daze	12" ht. x 12" spr. 12" o.c.	80
FIG	Ficus microcarpa 'Green Island' Green Island Ficus	12" ht. x 12" spr. 12" o.c.	396

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY
LIR	Liriodendron 'Evergreen Giant' Evergreen Giant Liriodendron	12" ht. x 12" spr. 12" o.c.	463
PHX	Philodendron 'Xanadu' Xanadu Philodendron	18" ht. x 18" spr. 18" o.c.	82
PTV	Pittosporum tobira 'Variegata' Variegated Pittosporum	18" ht. x 18" spr. 18" o.c.	82
SAN	Sansevieria trifasciata 'Laurentii' Snake Plant	24" ht. x 12" spr. 12" o.c.	41
SCH	Schefflera arboricola 'Trinette' Variegated Schefflera	18" ht. x 18" spr. 18" o.c.	20
TRA	Trachelospermum jasminoides Confederate Jasmine	30" ht. x 18" spr. 18" o.c.	24
TRD	Trachelospermum asiaticum Asian Jasmine	10" ht. x 12" spr. 12" o.c.	184
ZAM	Zamia furcata Cardboard Palm	3" ht. x 3" spr.	2

Applicable Documents:

A. These Specifications and the requirements hereafter will govern this project during the installation, guarantee and maintenance period.

Scope of Work:

A. The work specified by this Section of the Specifications and on the Plans consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to complete the work as indicated on the Plans and in the Specifications, as well as all other related work and responsibilities, including all change and repairs incident thereto.

B. The work shall include, but not be limited to: furnishing material; root pruning where required; layout, protection to the public, excavation, installation, backfilling, grading, fertilizing, mulching, staking and guying where required, watering, pruning where required, acid treatments, weeding, cleanup, maintenance and guarantee.

C. Quantities and Location: The Landscape Architect reserves the right to adjust the numbers and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might be necessary.

D. Investigation of Subsurface Condition: The Contractor shall be responsible for making site subsurface investigations and examination as he or she deems in order to become familiar with the character of the existing material and the construction conditions under which he or she will work. These subsurface investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this.

E. The Landscape Contractor shall be paid for only those units that are installed at the time of request for payment. The contractor's unit prices shall be the basis for all payments. The final amount of payment may or may not be the total sum of the contract depending on the number of units installed.

F. Ten percent (10%) of the total contract price will be held as retainer for 30 days after final unit acceptance.

G. The Landscape Contractor will coordinate his work with all other trades at the job site.

(2) Palm frond tying shall be as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants," lying palm shall be at the option of the Contractor. The Landscape Architect may direct the Landscape Contractor to install palm fronds to accommodate an owner's "grand opening". The Contractor may retire the palm after the event. The tying will not affect the guarantee or represent an additional cost to the owner.

(4) Plants with mechanical damage, such as from cables, chains, equipment and nails, shall be rejected.

Florida: The allowable level of Florida in foliage shall be set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

J. Plant material shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

K. Root pruning of plant material, when necessary, shall be done a minimum of 4 weeks, or for a period as determined by the Landscape Architect, prior to planting at the project.

Soil:

A. Soil shall be solid soil and shall be standard quality grade. Note: Quality grade shall be based on the standards of soil quality grade (premier, standard or commercial) as established by the Turf Grass Producers Association of Florida Inc. The soil shall be well suited with roots and of firm tough texture having a compact top growth and heavy root development. Soil shall be free of objectionable gravel and gravelly material. Soil shall be free of objectionable weeds and grass. Soil shall be relatively free of trash, up to one half inch allowable (uncompressed).

The soil embedded in the soil shall be a clean, earth, free of stones and debris. The soil shall have been moved at least three times with a lean mower with final mowing not more than seven days prior to the soil being out for placement. The soil shall be provided in commercial paid loose measuring not less than 12 inches by 24 inches and shall be live, fresh and mulched at the time of placement. It shall be placed within 48 hours after being out and shall be shaded and kept moist from the time it is out until it is planted.

B. New and existing trees and palms: Fertilize with 8-2-12 palm fertilizer with micronutrients per manufacturer's recommendations.

C. Annualize fertilizer with Osmocote - Sierra blend 14-14-14 or approved equal.

D. Composition and Quality: All fertilizer shall be in bag form and delivered in unopened bags. All bags contain one or more shall be fully labeled with the manufacturer's analysis.

E. All fertilizer shall comply with the State of Florida fertilizer law.

F. Removal of Plant Material:

(1) All plant material to be removed shall be removed completely including the rootball, from the job or as directed by the Landscape Architect. The remaining hole shall be filled with suitable material or planting soil as directed by the Landscape Architect.

J. Existing Plant Material to be Relocated:

(1) All existing plant material to be relocated shall be relocated within a minimum of 30 days or for a period as determined by the Landscape Architect prior to relocation.

(2) Rootball: Requirements for the measurement of minimum rootball diameter and depth shall comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part I and Part 2," as follows:

CALIPER	MIN. BALL DIA.	MIN. BALL DEPTH
1" - 1 1/2"	18% of dia.	18% of dia.
1 1/2" - 2"	20% of dia.	20% of dia.
2" - 2 1/2"	22% of dia.	22% of dia.
2 1/2" - 3"	24% of dia.	24% of dia.
3" - 4"	26% of dia.	26% of dia.
4" - 4 1/2"	28% of dia.	28% of dia.
4 1/2" - 5"	30% of dia.	30% of dia.
5" - 5 1/2"	32% of dia.	32% of dia.
5 1/2" or more	34% of dia.	34% of dia.

(3) Root pruning shall be accomplished by digging a trench completely around the plant about 18 inches deep. All exposed roots shall be cut off evenly.

(4) A mixture of good organic fertilizer and planting soil shall be used to refill the trench.

(5) Plant material which is in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large palms or trees, shall have the rootball wrapped in burlap and then wire if directed by the Landscape Architect. For wire, hog wire shall be used and it shall be placed around the rootball before the plant is removed from the hole for relocation. The wire shall be looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting formed by the hog wire, so as to prevent disturbance of the loose soil around the roots during handling.

Quality Assurance:

A. The Landscape Architect may inspect trees, shrubs, and groundcover either at the place of growth or at the site before planting for compliance with the requirements for name, variety, size and quality. The Landscape Architect retains the right to further inspect trees and shrubs for size and condition of balls and root system, insects, injuries, and stems defects, and to reject unsatisfactory or defective material at any time during the progress of work. The Landscape Contractor shall remove rejected trees or shrubs within 1 day from the project site.

B. Responsibility for Awaiting Quality Work:

(1) The Contractor's Superintendent shall speak English and be well versed in Florida plant material, planting operation, Plan and Specification interpretation, coordination with other contractors or service in the project area and coordination between the nursery and the project.

(2) All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the material on the project.

(3) The Contractor will comply with applicable Federal, State, County and local regulations governing Landscape materials and work.

C. Grade Standards:

(1) Plant material shall be Florida #1 or better as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

(2) All plant material will be subject to the approval of the Landscape Architect for quality, size and color. Plants lacking the compaction or proper proportions, plants which are weak or wilt, and plants injured by close planting in nursery rows will not be accepted. Plant materials which have been cut back from larger grades to meet certain specifications will be rejected.

(3) Plant material shall have normal, well developed branches and shall be vigorous plants, free from defects, decay, borer damage, roots, sunscald, insect injury, abrasion of the bark, plant diseases, insect pest, eggs, borers, and all forms of infestation or objectionable damage.

(4) Plants with mechanical damage, such as from cables, chains, equipment and nails, shall be rejected.

(5) Plants with foliage damage, such as from cables, chains, equipment and nails, shall be rejected.

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(63) Plants with foliage damage, such as from cables, chains, equipment and nails, shall be rejected.

Delivery, Handling and Storage:

A. Delivery and Handling:

(1) Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.

(2) Protection during delivery to prevent damage to root ball or destruction of leaves. Remove unacceptable plant materials immediately from the job site. Maintain and protect until stored at the site.

(3) Transport materials on vehicles large enough to allow plants not to be damaged and supplies of plants shall be covered to prevent and damage during transit.

B. Soil:

(1) Deliver soil on pallets with root system protected from exposure to wind and sun. Deliver soil in quantities capable of being installed within 48 hours of cutting.

Submittals & Approvals:

A. Written request for approval to substitute a plant species or a variety designation (FMS, WBS, CS, etc.) type, grade, quality, size, quantity, etc. due to the non-availability of the material specified. Approval must be given by the Landscape Architect before the material is delivered and installed on the project.

B. Submit in writing any hindrance to the owner's routine maintenance or lack of, that may affect installed plant materials growth or survival. This would affect the guarantee of plant material.

C. Submit in writing any hindrance to the timely completion of the installation.

D. Submit and Certificate of inspection of plant material as may be required by State, local or Federal Authorities.

E. When the specified plant designation (FMS, WBS, CS, etc.) type, grade, quality, size, quantity, etc. of a material is not available, the Contractor shall submit a written request, approval shall be given by the Landscape Architect along with written documented proof that the plant designation (FMS, WBS, CS, etc.) type, grade, quality, size, quantity, etc. of material is not available. The Landscape Architect shall approve all substitutions before they are delivered and installed on the project.

F. Any request for the approval of an equal shall be in writing. Approval shall be given by the Landscape Architect before the material is delivered and installed on the project.

G. Submit three prints of shop drawings for any special conditions not covered in the details identified. This shall be for approval by the Landscape Architect before they are implemented in the project.

H. If requested by the Owner or Landscape Architect submit a schedule of all specimen plant material and collected plant material indicating the sources or suppliers of these materials and their locations for approval by the Landscape Architect before they are delivered and installed on the project.

I. Also, two color photographs of each different item, showing different side view of the item shall be submitted in writing. Additional color photographs may be submitted, if requested.

J. If requested by the Owner or Landscape Architect, submit a letter indicating the sources or suppliers of all soil and the grade to be supplied for approval by the Landscape Architect before it is delivered and installed on the project.

K. The Contractor shall be responsible for making site subsurface investigations and examination as he or she deems in order to become familiar with the character of the existing material and the construction conditions under which he or she will work. These subsurface investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this.

L. The Contractor shall be paid for only those units that are installed at the time of request for payment. The contractor's unit prices shall be the basis for all payments. The final amount of payment may or may not be the total sum of the contract depending on the number of units installed.

M. The Contractor will coordinate his work with all other trades at the job site.

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Planting Details:

A. Planting Details:

(1) Planting Details:

(2) Planting Details:

(3) Planting Details:

AGENDA ITEM REPORT

March 20, 2018

ITEM NUMBER: 2.

ITEM: Discussion and recommendation requested by the Town Council regarding the design standards for single family homes on the West Island. Enclosed is a study provided by Town Planner Michael Miller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ayanidys Martinez

ATTACHMENTS

1.	BHI.SFH Study	BHI.SFH Study.pdf
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TOWN OF BAY HARBOR ISLANDS

SINGLE FAMILY RESIDENTIAL LDR STUDY

Michael Miller Planning Associates
March-2018

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Introduction

This additional Study is intended to analyze 7 recently approved Single Family homes in the Town of Bay Harbor Islands as part of the current conversations of the Planning and Zoning Board and Town Council regarding the zoning regulations that provide the framework for architects to create unique designs that meet the expectations of the citizens. Some of the latest observations was that some houses are not providing enough landscaping in the front yard between front of the house and abutting road, the facades are not visually engaging and the 2nd floor massing/ scale should be more regulated. This supplemental study will analyze and compare single family homes percentage of Building Coverage, percentage of Impervious lot coverage, percentage of the Second-Floor area in relation to the first-floor area, percentage of Landscaped area overall and percentage of Landscaped Area in the Front of the Lot, Height above BFE and if they are waterfront sites or not.

Part 1 – Single Family Home Study Examples

House 1- 10200 West Broadview Drive

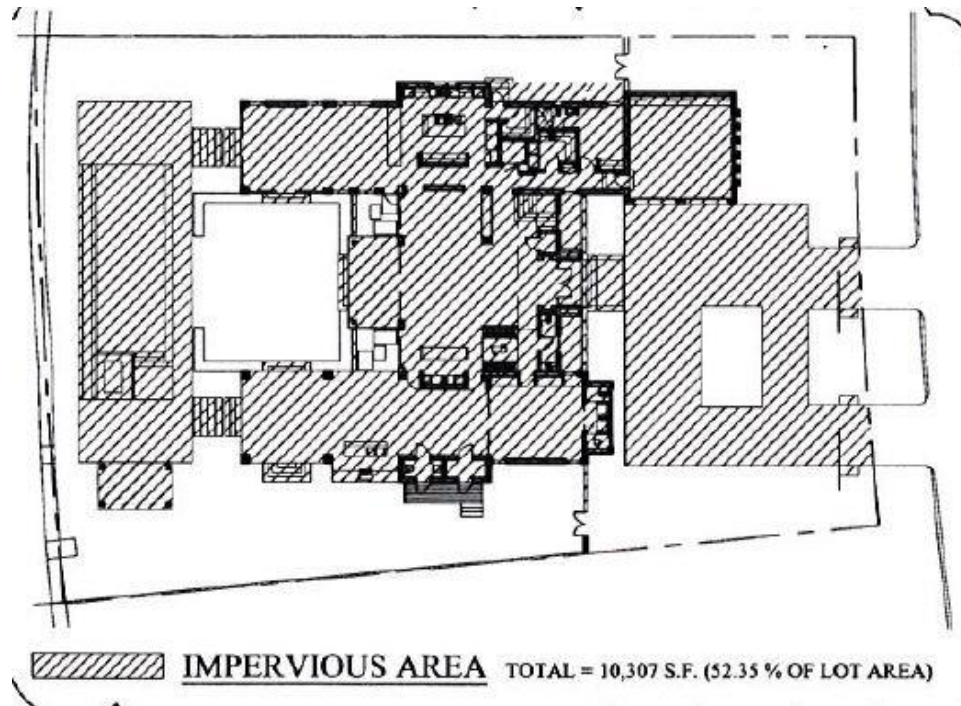


Figure 1-Source:Tabacinic Project Submission

ZONING LEGEND

SETBACKS:	REQUIRED	PROVIDED
FRONT SETBACK:	25'-0"	25'-0"
REAR SETBACK:	40'-0"	40'-7"
SIDE SETBACK:	10'-0"	10'-0"
SIDE SETBACK:	10'-0"	17'-2"

MINIMUM SIZE OF LIVING (EXCLUSIVE OF GARAGE, PORCHES & TERRACES)	2,000 S.F.	7,402 S.F.
--	------------	------------

HEIGHT OF RESIDENCE: (MAX. 35'-0" ABOVE BASE FLOOD ELEV.) 30'-0"

PERVIOUS AREA:	47.65% OF LOT AREA	9,381 S.F.
IMPERVIOUS AREA:	52.35% OF LOT AREA	10,307 S.F.

AREAS PROPOSED

GROUND FLOOR AIR CONDITIONED AREA:	3,500 S.F.
GROUND FLOOR NON A/C AREAS (COVERED TERRACES):	1,307 S.F.
GARAGE AREA:	560 S.F.
SECOND FLOOR AIR CONDITIONED AREA:	3,902 S.F.
SECOND FLOOR NON A/C AREAS (COVERED TERRACES AND BALCONIES):	631 S.F.

Figure 2-Source:Tabacinic Project Submission



Figure 3-Source: Tabacinic Project Submission

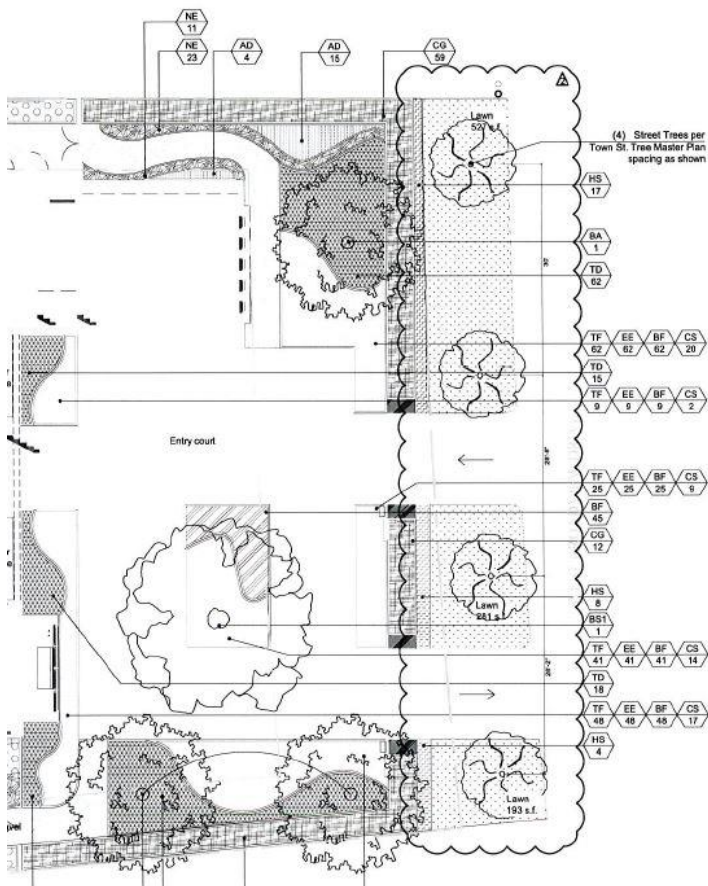


Figure 4- Source: Tabacinic Project Submission

House 2 - 1330 97th Street

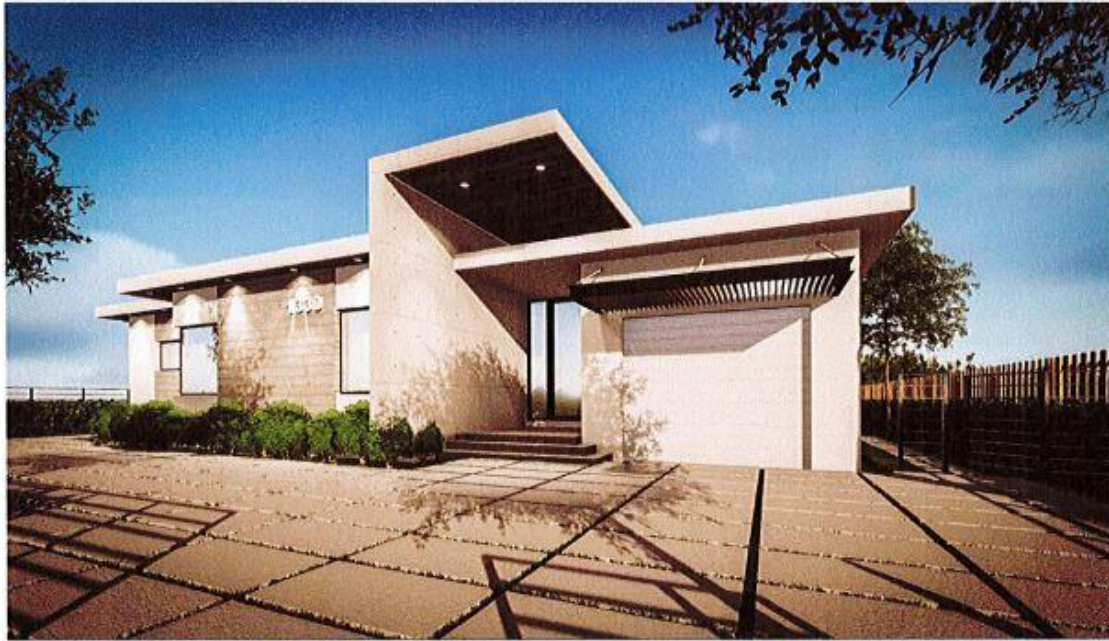


Figure 5- Source: Project Submission to the Town

SET BACKS:	REQUIRED	PROVIDED
NORTH (FRONT):	25'-0"	25'-0"
SOUTH (REAR):	15'-0"	25'-0"
EAST (SIDE):	10'-0"	10'-13/16"
WEST (SIDE):	10'-0"	10'-1"

SITE CALCULATION		
	S.F	%
TOTAL SITE AREA	10,625.0	
PROPOSED ENCLOSED AREA UNDER A/C	3,710.0	
EXTERIOR CONCRETE TERRACE, STEPS & CONCRETE PAVERS	1,780.2	
FRONT WALLS, FENCE BASE & DRIVEWAY ASPHALT	681	
POOL	348	
TOTAL IMPERVIOUS AREA	6,201.2	58.3
LANDSCAPE	4,423.8	41.6
TOTAL PERVIOUS AREA	4,423.8	41.6
PROPOSED ENCLOSED UNDER A/C	3,710.0	S.F
EXISTING ENCLOSED UNDER A/C	2,809.0	S.F
ENCLOSED ADDITION	901.0	S.F

BUILDING INFORMATION	
MAXIMUM BUILDING HEIGHT:	
TWO AND ONE HALF STORIES OR 25' IN HEIGHT	
ABOVE THE BFE: 8'-0"NGVD	
TOTAL BUILDING HEIGHT: 15'-0" ABOVE BFE	

Figure 6 Source: Project Submission to the Town

House 3 - 9424 West Broadview Dr.



Figure 8- Source: Project Submission to the Town

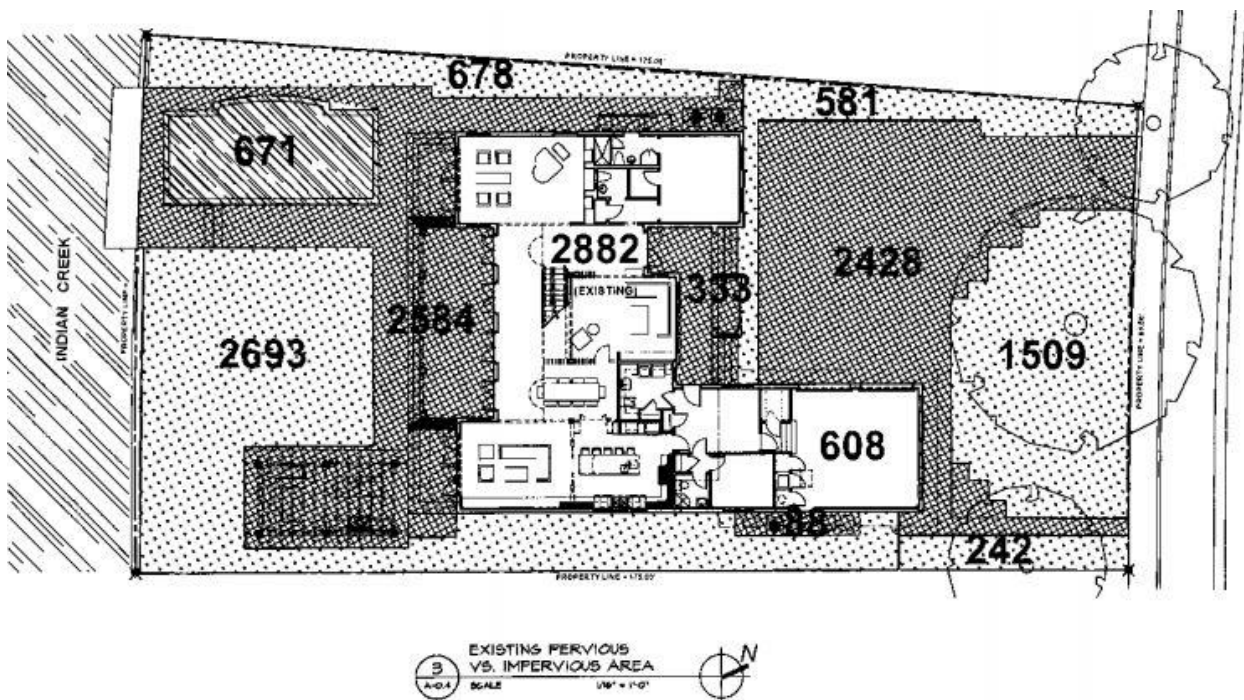


Figure 9- Source: Project Submission to the Town

LEGEND :



EXISTING BUILDING DATA			EXISTING SITE DATA	
MAIN HOUSE:			EXISTING LOT SIZE:	10,297 S. F. (100%)
FIRST FLOOR (AG)	2,882 S. F.		PERVIOUS AREA:	
SECOND FLOOR (AG)	2,338 S. F.		POOL	671 S. F.
TOTAL (AG):	5,215 S. F.	(UNIT SIZE VS. LOT SIZE)	LANDSCAPING	5,108 S. F.
	(51.04%)		TOTAL PERVIOUS AREA:	6,374 S. F. (41.67%)
GARAGE (NON AG)	608 S. F.		IMPERVIOUS AREA:	
TOTAL (NON AG):	608 S. F.		DECK PATHS	3,008 S. F.
	(5.95%)		DRIVEWAY	2,428 S. F.
TOTAL BUILDING AREA (AG + NON AG):	5,823 S. F.	(UNIT SIZE VS. LOT SIZE)	BUILDING	3,440 S. F.
	(56.66%)		TOTAL IMPERVIOUS AREA:	8,923 S. F. (86.33%)

Figure 10- Source: Project Submission to the Town

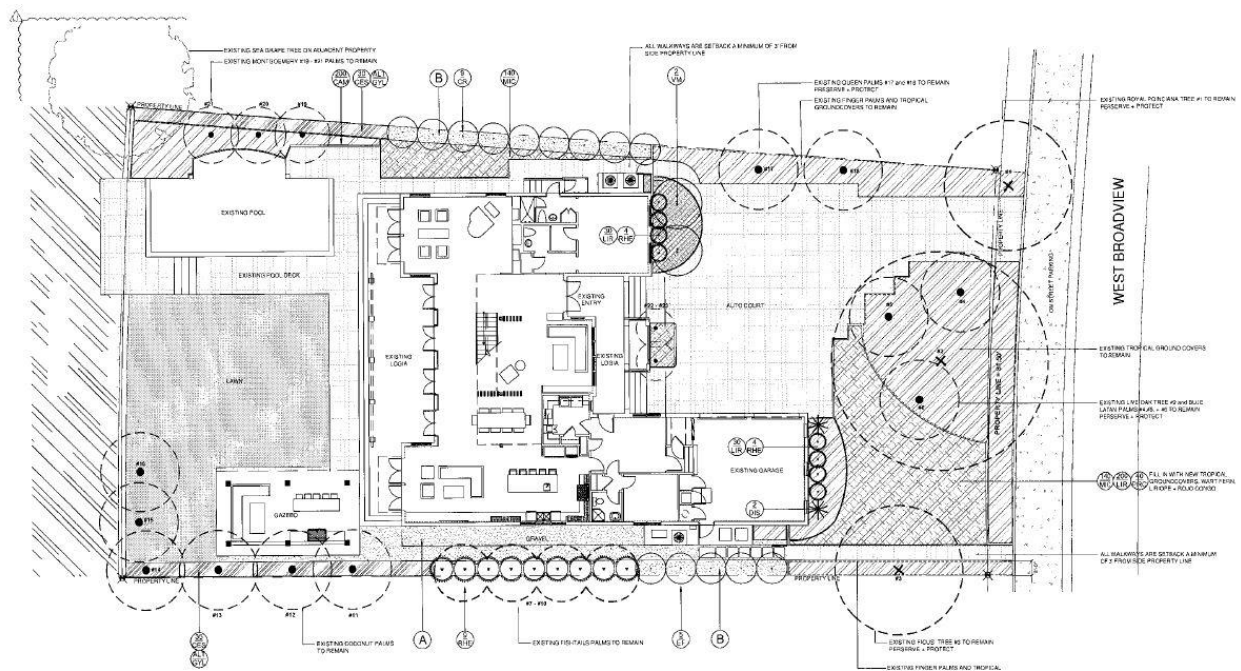


Figure 11- Source: Project Submission to the Town

House 4 - 1301 99th St



SOUTH-EAST VIEW

Figure 12- Source: Project Submission to the Town

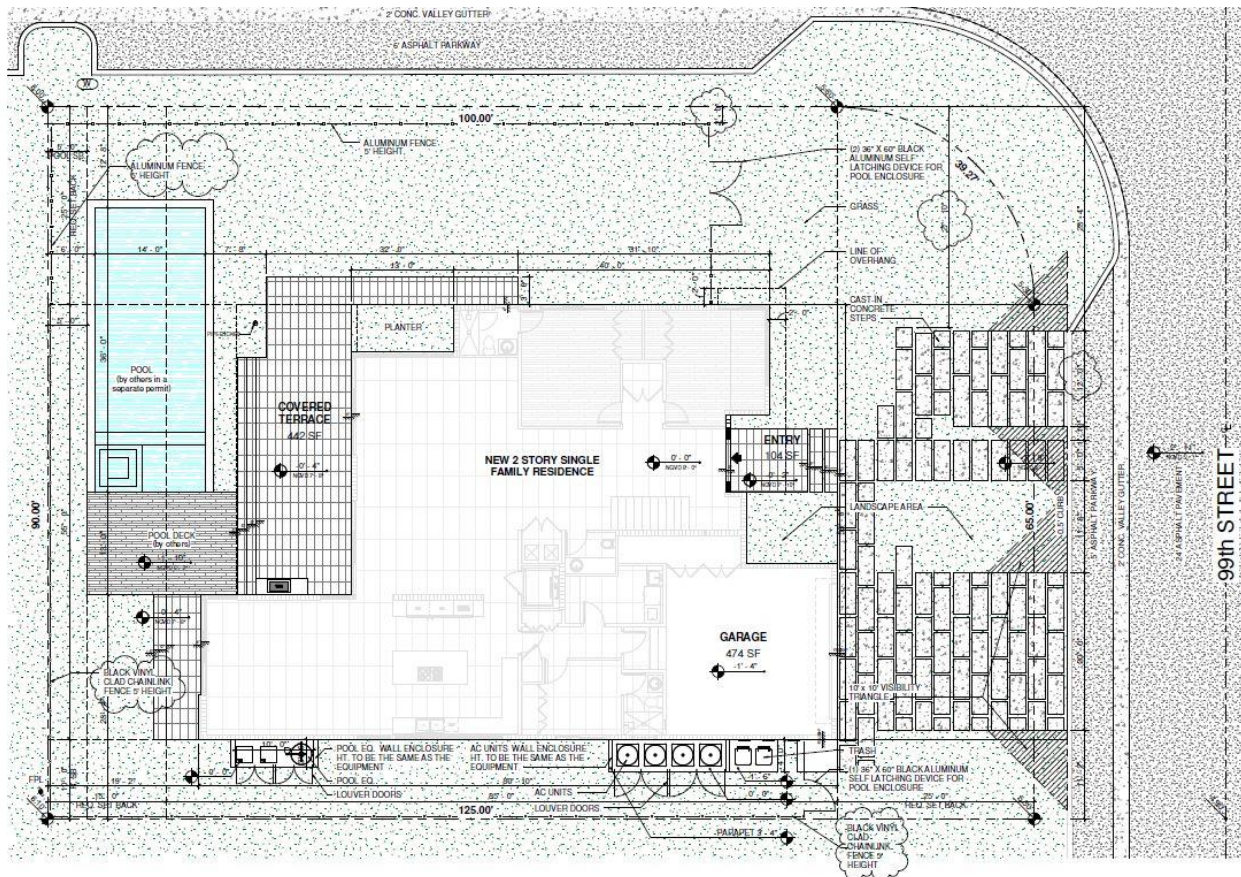


Figure 13- Source: Project Submission to the Town

AREA TALLY		ZONING INFORMATION		
		CITY OF BAY HARBOR ISLAND CHAPTER 23 - ZONING DISTRICT REQUIREMENTS SECTION 23-11 ZONING DISTRICT - RD		
LOT AREA	11,116.04 SF	BUILDING SET BACK	REQUIRED	PROVIDED
A/C GROUND FL	2,789 SF	FRONT SETBACK	25'-0"	25'-0"
A/C SECOND FL	2,373 SF	REAR SETBACK	15'-0"	15'-0"
A/C TOTAL	5,162 SF	SIDES SETBACK	10'	10'
ENTRY	109 SF	POOL SETBACK	10' SIDE & 5' REAR	15'-8" FROM SIDE & 5'-0" REAR
TERRACES	510 SF	HEIGHT LIMITATION	25' FROM BFE (8' NGVD)	24' 6" FROM BFE (8' NGVD)
GARAGE	466 SF			
BALCONIES	590 SF	PERVIOUS LOT AREA	-	5,035.56 SF = 45.3%
POOL - POOL DECK	384 SF - 264 SF	INPERVIOUS LOT AREA	-	6,080.48 SF = 54.7%
WALKWAY	132 SQF			
DRIVEWAY	1,195 SQF			

Figure 14- Source: Project Submission to the Town

Figure 15- Source: Project Submission to the Town

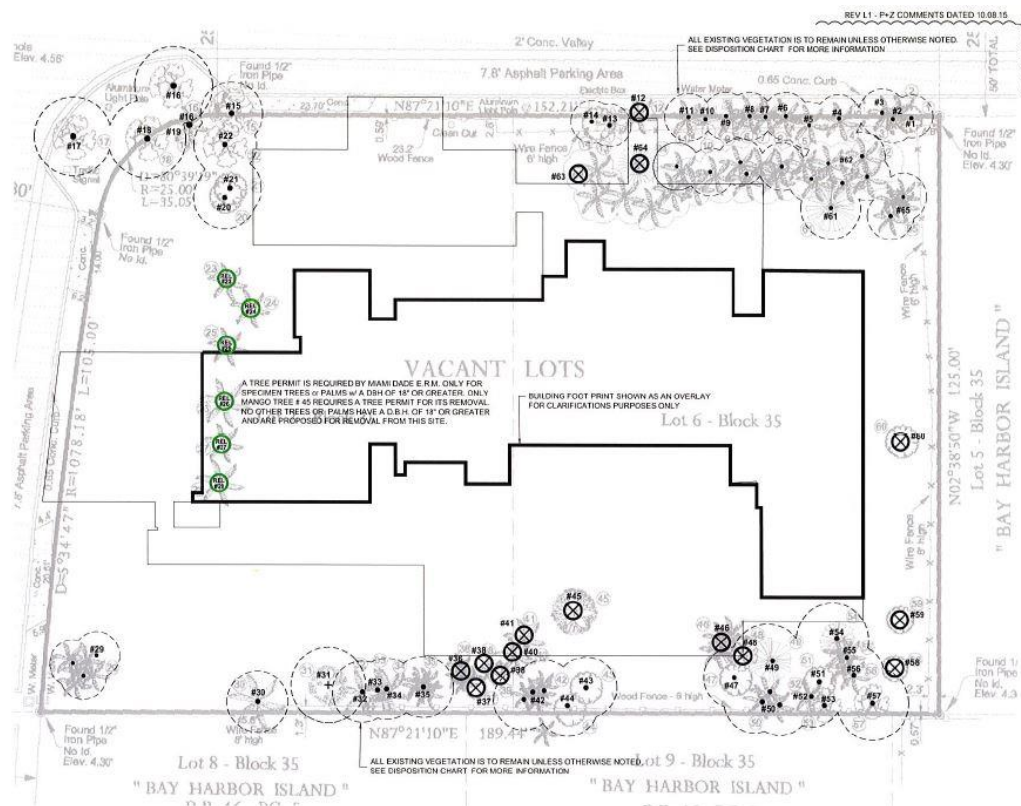


Figure 16- Source: Project Submission to Town

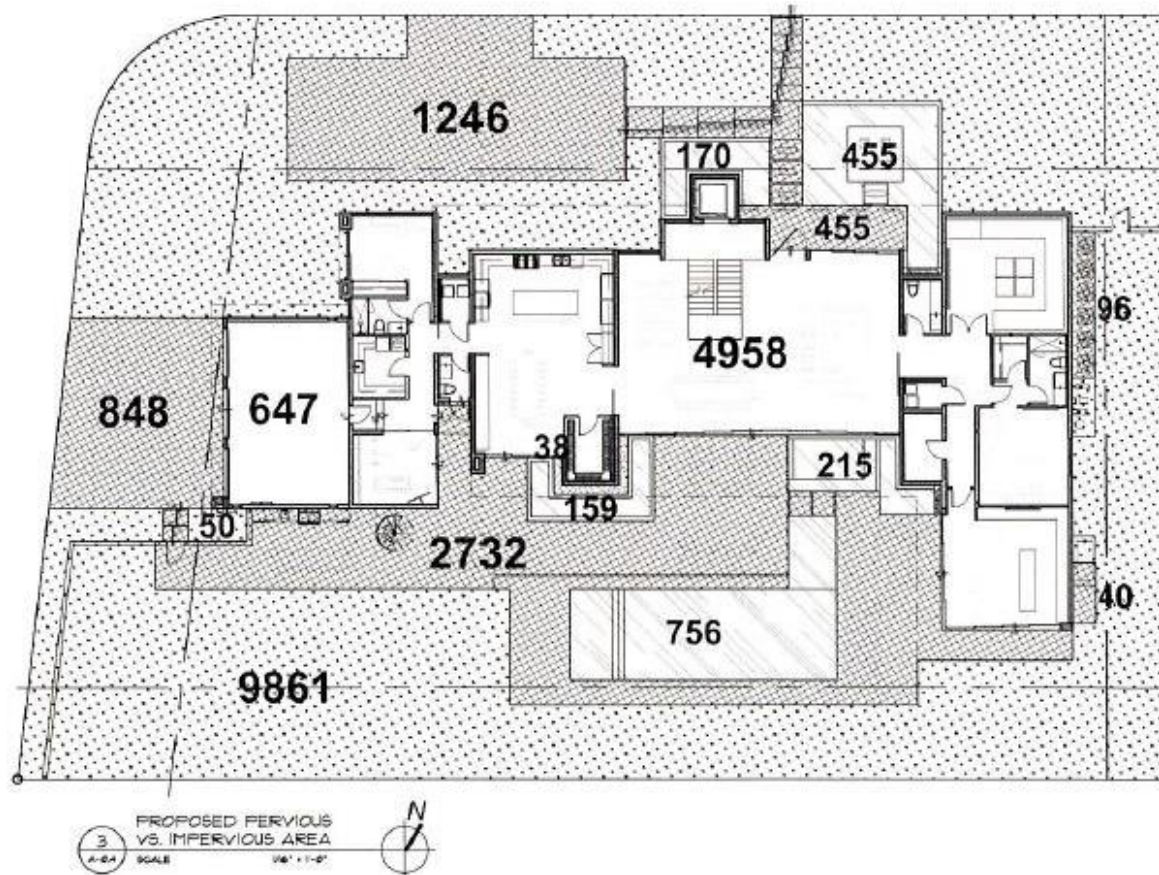


Figure 17- Source: Project Submission to Town

PROPOSED BUILDING DATA			
MAIN HOUSE:			
FIRST FLOOR (AC)		4958 S. F.	
SECOND FLOOR (AC)		3215 S. F.	
TOTAL (AC):		8173 S. F.	(36.0%)
GARAGE (NON AC)			
		647 S. F.	
TOTAL (NON AC):		647 S. F.	(2.9%)
TOTAL BUILDING AREA (AC + NON AC):		8820 S. F.	(38.9%)
PROPOSED SITE DATA		ZONING DATA	
EXISTING LOT SIZE:	22,726 S. F. (100%)	CLASSIFICATION:	RD
PERVIOUS AREA:		FLOOD ZONE:	AE
POOL & REFLECTING PONDS	1755 S. F.	MIN. FLOOD ELEVATION:	+8.00' NGVD. +8.00' NGVD.
LANDSCAPING	9949 S. F.	LOT AREA:	22,726 S. F. 22,726 S. F. (100%) (100%)
TOTAL PERVIOUS AREA:	11,704 S. F. (51.5%)	MAX. BUILDING HEIGHT:	25'-0" ABOVE BFE. 25'-0" ABOVE BFE.
IMPERVIOUS AREA:		FRONT SETBACK:	25'-0" 25'-0"
DECK & PAVERS	3323 S. F.	REAR SETBACK:	15'-0" 24'-6"
DRIVEWAY PAVERS	2034 S. F.	SIDE SETBACKS:	10'-0" 15'-11"
BUILDING	5605 S. F.		
TOTAL IMPERVIOUS AREA:	11,022 S. F. (48.5%)		

Figure 18- Source: Project Submission to Town

House 6 – 1360 98th St



Figure 19- Source: Project Submission to Town

<u>ZONING RD REQUIREMENTS</u> <u>(PER LDR SECTION 23-11)</u>		
	REQUIRED	PROPOSED
LOT SIZE	10,000 S.F. (MINIMUM)	11,250 S.F.
FLOOR AREA	1,500 S.F. (MINIMUM)	3,549 S.F. (A/C)
PERVIOUS/IMPERVIOUS		7220 SQFT. IMPERVIOUS = 64.1% 4030 SQFT. PERVIOUS = 35.9%
FRONT SETBACK	25'-0" (MINIMUM)	25'-0"
SIDE SETBACK	10'-0" (MINIMUM)	10'-0"
REAR SETBACK	15'-0" (MINIMUM)	25'-8"
STRUCTURE HEIGHT	25'-0" TO MEAN ROOF	18'-10 1/4" 25'-4" TO PEAK

Figure 20- Source: Project Submission to Town

House 7 – 1261 99th St



Figure 23- Source: Project Submission to Town

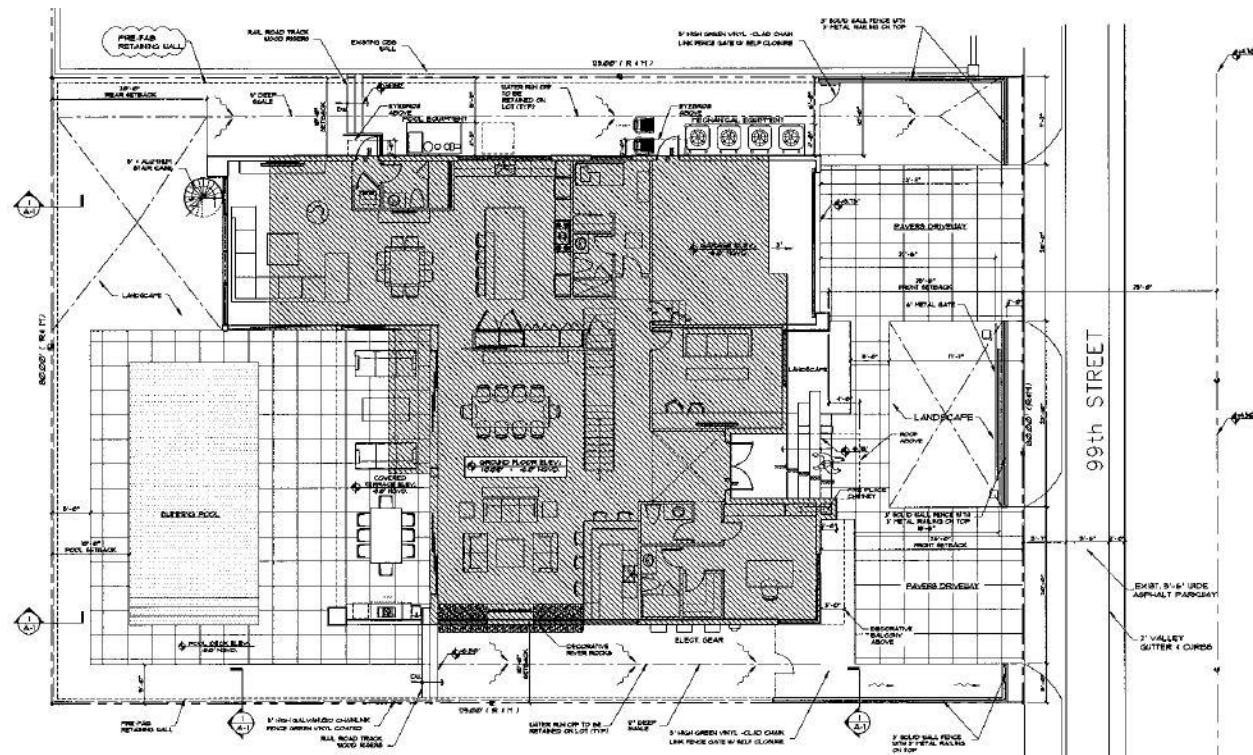


Figure 24- Source: Project Submission to Town

ZONING DATA			BUILDING AREAS UNDER A/C	
ZONING: RD-SINGLE FAMILY DISTRICT			GROUND FLOOR A/C AREA	2,985 SF
LOT AREA: 10,000 SF			SECOND FLOOR A/C AREA	3,205 SF
LOT FRONTAGE: 80'-0"			TOTAL A/C AREA	6,194 SF
SETBACKS:	REQUIRED	PROVIDED	GENERAL AREAS	
FRONT (SOUTH)	25'	25'-0"	GARAGE	477 SF
REAR (NORTH)	15'	20'-0"	COVERED ENTRANCE	60 SF
SIDE (EAST)	10'	10'-0"	GROUND FL. TERRACES	425 SF
SIDE (WEST)	10'	10'-0"	SECOND FL. TERRACE & BALCONY	140 SF
BUILDING HEIGHT	25' MAX ABOVE BFF.	25'-0"	POOL DECK	823 SF
AREA CALCULATIONS:			DRIVEWAY	125 SF
LOT AREA: 10,000 SF			SWIMMING POOL	561 SF
MINIMUM FLOOR AREA 1500 SF				
PERVIOUS				
IMPERVIOUS				
		34.5% = 3,450 SF.		
		65.5% = 6,550 SF.		

Figure 25-Source: Project Submission to Town



Figure 26-Source: Project Submission to Town

Table 1 – Comparing the Projects

	% of Building Coverage	% Impervious Area	% of Second Floor	Landscaped area Overall	Height Above BFE	waterfront
House 1	27.3%	52.35%	84.4%	47.65%	30'	Y
House 2	34.9%	83.1%	N/A	16.9%* (+24.8% art.turf)	15'	N
House 3	31.5%	58.33%	100%	37.3%	27'	Y
House 4	25%	54.7%	85%	45.3%	24'6"	N / corner
House 5	24.6%	48.5%	57.35%	51.5%	25'	N / corner
House 6	31.5%	64.1%	N/A	35.9%	25'4"	N
House 7	35.2%	65.5%	91%	34.5%	25'	N

Produced by Ana Carolina Rocha - MMPA

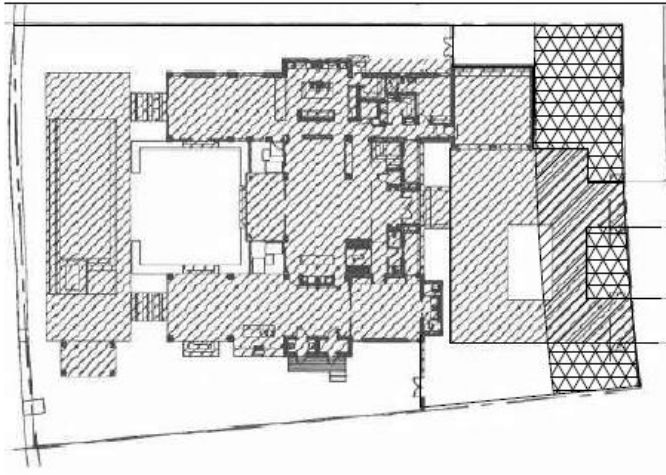
*Just landscaping. Artificial turf doesn't count as landscaping as it is not fully pervious. This project as approved had 42% pervious open space.

Table 2 - Front Yard Landscape

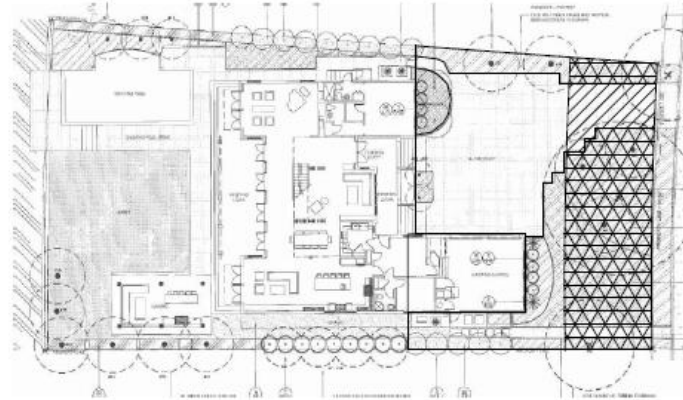
	House 1	House 2	House 3	House 4*	House 5*	House 6	House 7
Pervious (sqft)	1561.6	782	1711.2	1172.7	2546.6	960.3	914.5
Impervious (sqft)	1065.1	1343	367.3	945	1762	1054.5	1149.6
Total (sqft)	2626.7	2125	2078.5	2117.7	4308.6	2014.8	2064
Pervious Percentage	59.4%	36.8%	82.3%	55.3%	59.1%	47.6%	44.3%

Produced by Ana Carolina Rocha - MMPA

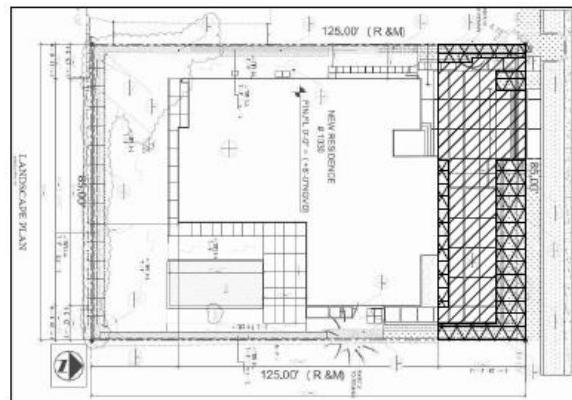
*Corner Lots: Only the “front” Street was considered.



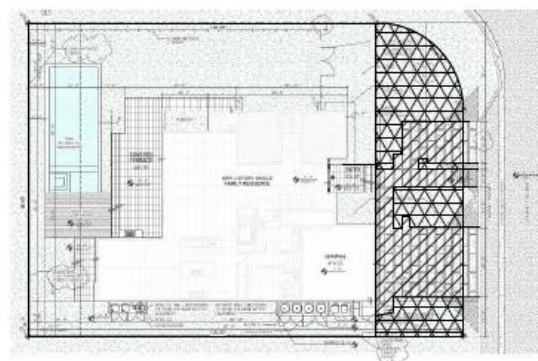
House 1



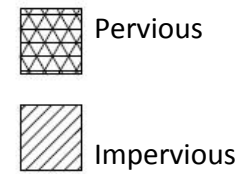
House 3

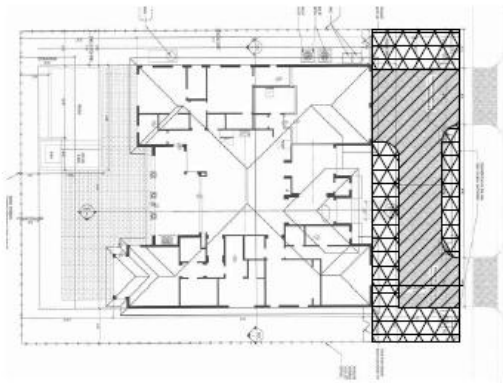


House 2

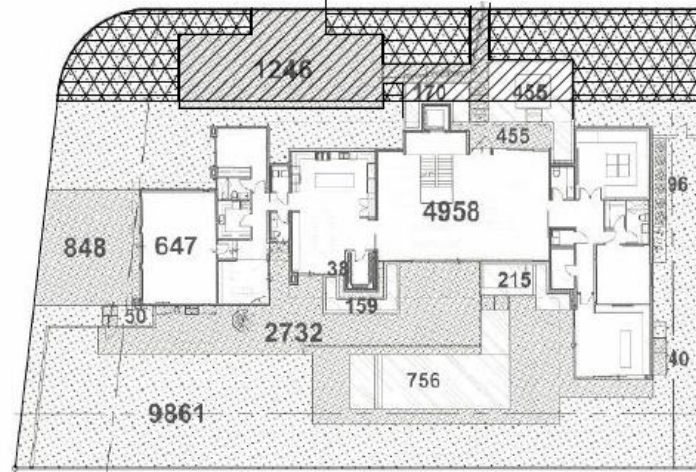


House 4

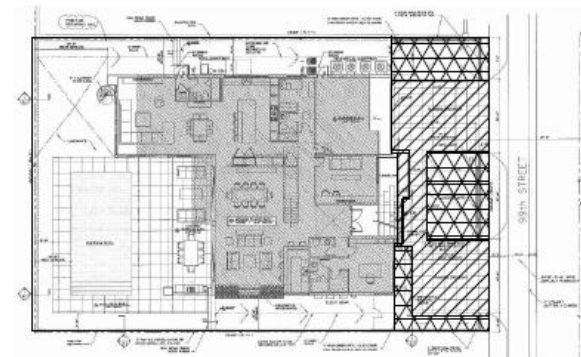




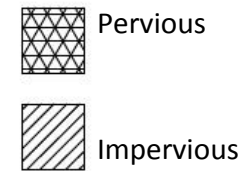
House 6



House 5



House 7



The existing Zoning Code already regulates the minimum setbacks, height of the building and the minimum required landscaping (Trees/ shrubs). The percentage of building coverage for the interior lots are consistently between 30 – 35%, the corner lots require a bigger setback on one of the sides, hence the building coverage is smaller, ranging around 25% of the total lot area. The waterfront lots also require a bigger setback in the rear of the lots and the lots are bigger than the interior lots, for that reason houses on the water front will have a smaller foot print.

The percentage for impervious areas includes the building coverage, the walkways, the driveway, the pool and the patio. The average impervious area of the houses analyzed is 61%. As a comparison, in Bal Harbor Village, there is a regulation where the maximum building coverage is 40% and the maximum impervious area is 50% of the total lot, which allows for a better water absorption and appearance, lots are slightly larger as well. In Bay Harbor Islands the amount of pervious area is regulated only by the required landscaping areas in setbacks and the pool setback. Some houses, such as House 2, applied artificial turf after the construction was approved since this material has an easier maintenance than real turf. The Town Code is silent on the use of artificial turf and MMPA considered the artificial turf as an impervious material such as a deck and allowed the use of it. The artificial turf can be a very sustainable material as it doesn't require any energy or water for its maintenance, although it doesn't allow as much water absorption into the soil as the natural grass. *"Synthetic grass is installed over soil, which becomes compacted and unhealthy from a lack of sunlight and air. When rain or water runs through the grass and hits the soil, some of it is absorbed, but far more of it simply runs off the soil -- under the grass -- and out to the streets, storm drains, gullies and eventually, into the ocean. Rain runs off of natural grass too, although more of it is absorbed because the soil is healthy. The difference is that the beneficial microbes and thick root system of natural grass filter water as it passes through, removing harmful bacteria and other contaminants before it makes its way to the ocean. This does not happen when rain passes through synthetic grass."* (<http://homequides.sfgate.com/synthetic-grass-rain-absorption-98449.htm>).

The use of artificial grass is only one topic of a much larger discussion, the one about Sea Level Rise and how to build a Resilient Town. The cities around the Town of Bay Harbor Islands have regulations in place to avoid the overcharge of the public drainage system with the water runoff from private properties. Golden Beach and Bal Harbour Village require all renovations and new construction to have swales that can absorb up to a 10-year/ 24 hour storm and French drains between the driveways and the public right of way, furthermore they are also asking for the new single-family homes to install retention walls around its perimeter to avoid any type of water runoff from one property to the other. This can be a very good solution for the continuous rise of the base flood elevation by FEMA. The Town does not regularly review single family homes for drainage despite Code requirements.

2nd Floor Massing

The percentage of the second-floor area was measured by dividing the area of the second floor by the area of the first floor, counting the garage and any covered entrance to the house. Most of the analyzed houses do not reach 100%, except House 3 that was a renovation of a pre-existing house with the addition of a room on top of the pre-existing garage. Currently, there is no regulation addressing the house geometry and relation between the negative and positive space in the structure. Some cities have regulations that require the second floor to have a maximum percentage of area in relation to the first. Golden Beach has the following regulation: *“Section 66.69 c. All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet.”* Bal Harbor Village has similar provision. This regulation allows designers to create within a volume where they have the freedom to play with the positive and negative spaces and at the same time the developers pressure of always build to the maximum allowable is refrained. Some cities have percentages for the 2nd Floor, usually around 70%.

Part 2 – Recommendations

1- Second Floor Massing

MMPA recommends Flex- setbacks for second floors be instituted. The percentage criteria work too but all massing could be on one side – so a long flat façade could still exist. This section shows examples of both options with volumetric studies produced based on a typical interior plot of land with eighty-five feet wide and one hundred and five feet deep. The houses placement and height comply with current regulation.

1.1 Percentage Study

The percentage regulation will require that the second-floor massing be a certain percentage of the first-floor area. Another option would be to allow the second-floor massing to have a certain percentage of the maximum allowable building area. Each of the illustrations (Figures 27, 28, and 29) shows three volumes, the first one is the current allowable volume, the second shows the second floor complying with the designated percentage by having the second floor volume on one side of the house – which would create a tall flat wall in one of the sides – and the third example shows the volume complying with the percentage requirement by distributing the second floor volume in a different way. The designer would have the freedom to place the designated volume as desired.

If the objective is to avoid flat walls in the street façade or the side façade, the regulation could require that a certain percentage of the front and side walls on the second floor be open (windows, terraces, volumetric setbacks etc)

1.1.A - 60%

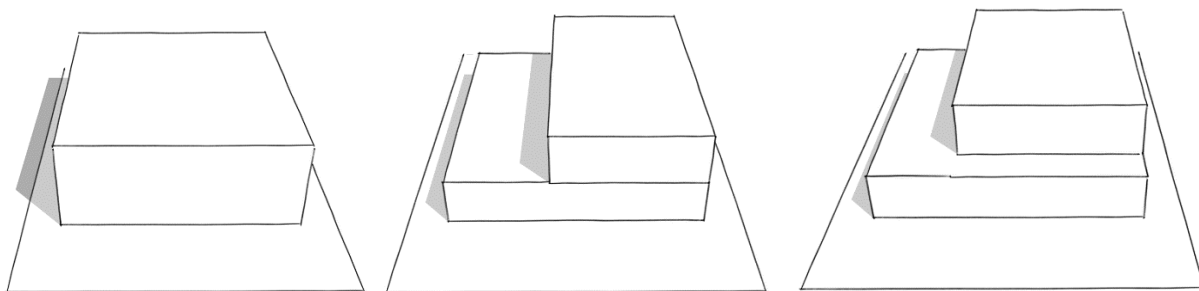


Figure 27- Produced by ACR

1.1.B - 70%

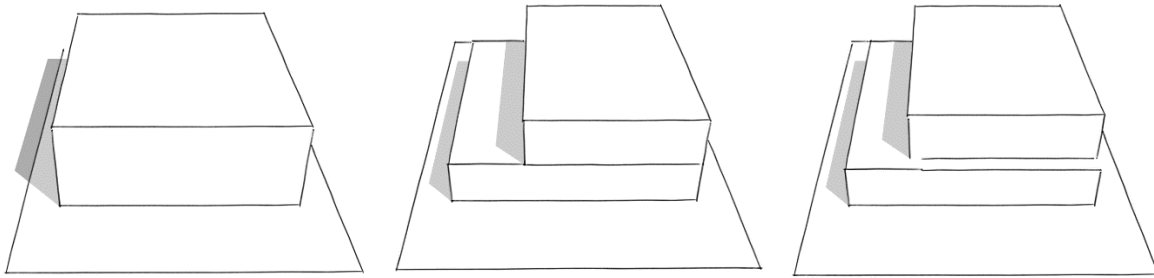


Figure 28- Produced by ACR

1.1.C - 80%

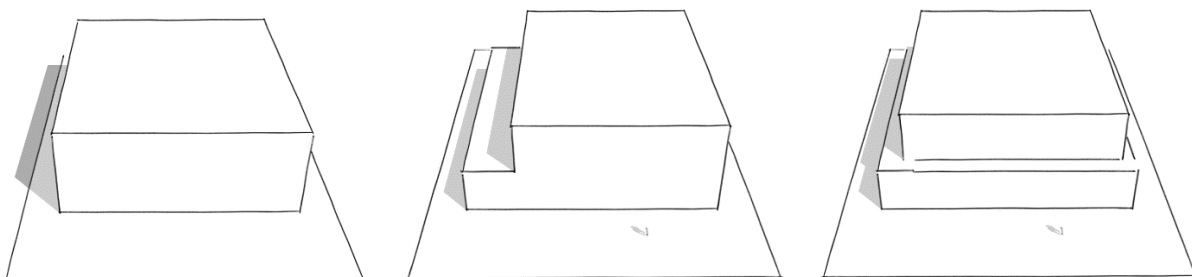


Figure 29- Produced by ACR

1.2 Flex Setback Study

The Flex Setback option regulates the second-floor massing but allows the designer to play with the height and the extra setback. MMPA is familiar with two types of flex setbacks: the first one requires that after 18' height the building steps back in the scale to 1:1, the second type requires that after 12' height the building steps back in the order of 1:3. Some communities feel after one story a second story should step back – one story can be twelve to eighteen feet. The step back ratio can vary.

1.2.A – 33% and 1:1 after 18' height

Below is an illustration (figure 30) of a two-story single-family home that complies with having one third of the side facades stepping back one foot every foot higher than eighteen feet height. This option, as it can be seen in the sections below, allows the architect to play with the height to achieve the desired result. In the first section the building goes twenty-five feet height and for that reason has to step back seven feet after eighteen feet tall. In the second section the building does not go to the maximum allowable height, hence must step back less.

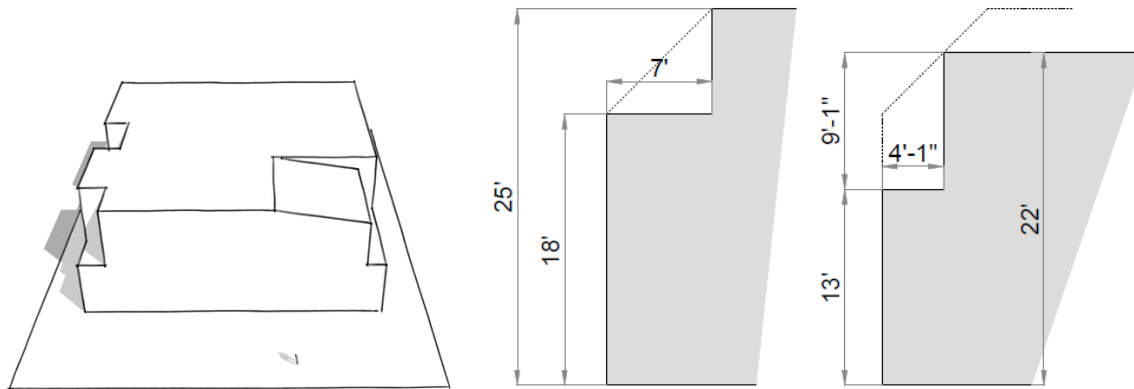


Figure 30- Produced by ACR

1.2.B – 40% and 1:1 after 18' height

The same rule can be applied for a higher percentage requirement to step back. As it can be seen on Figure 31, forty percent of the side facades complies with the rule that after eighteen feet height the building steps back one foot for every foot above eighteen.

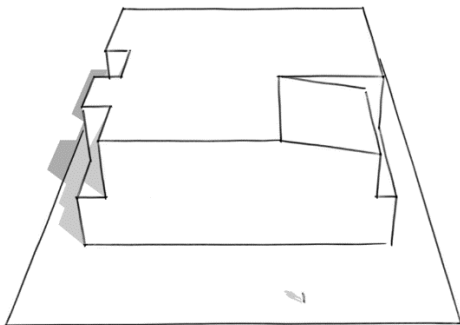


Figure 31- Produced by ACR

1.2.C – 33% and 1:3 after 12' height

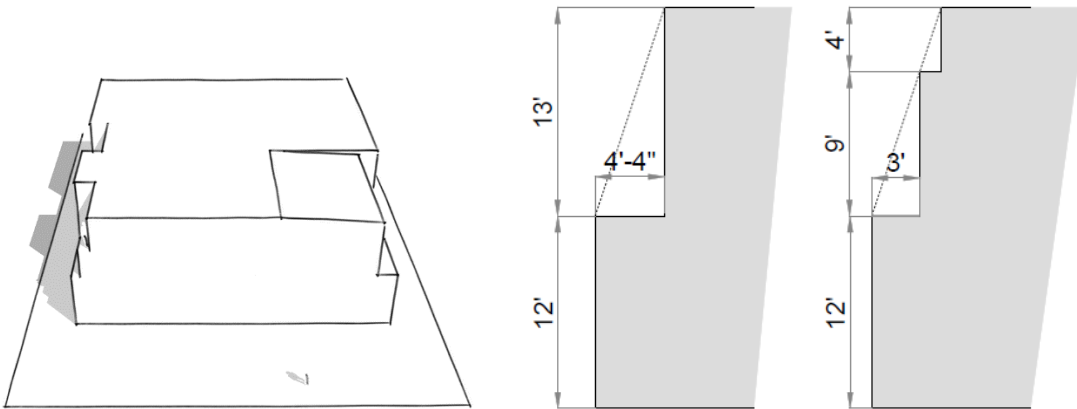


Figure 32- Produced by ACR

2- Façade Detailing

MMPA recommends that text be added to require detailing to break up the façades (bands/ reveals/ eyebrows/ material changes/ etc)

Ideas/ Examples:



3- Landscape Requirements

MMPA recommends the Town adopts a minimum lot pervious area ranging between 30-35% and a minimum front yard Landscaping of 40%. Since the Town requires at least two parking spaces per DU but no garage is required, this forces the front yard to have large paved areas. A recent reviewed house had four parking spaces in the front yard. Since the roadway swales are paved, extra parking is available outside the private property (usually two spaces per lot). MMPA feels that the existing landscape code provisions are adequate (5 trees per lot / 2 minimum in front yard plus shrubs). It is a matter of placement.

4- Drainage

MMPA recommends the Town to institute drainage reviews for single family homes like is done for Multifamily Complexes. This helps creates open areas too. As it can be seen in figure 33 the current requirements for pervious area are derived from the required landscaped setbacks by the lot lines and the 2' between the driveway and the house. Even though, the current setbacks leave a considerable amount of open space they do not regulate if a soil must drain the rain water or not. Pervious pavers could be partially considered as pervious areas.

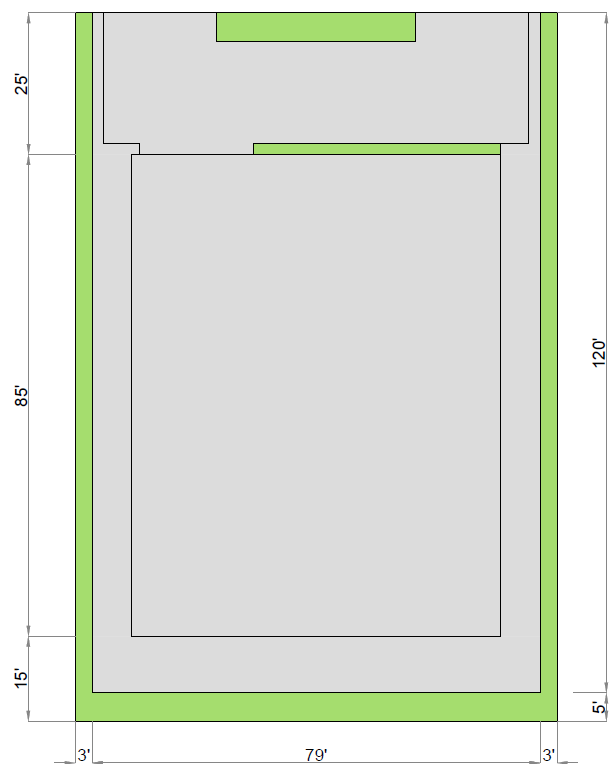


Figure 33- Produced by ACR