

TOWN OF BAY HARBOR ISLANDS

March 9, 2015

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION:

1. Special Presentation from Tobacco Free Workgroup and Students Working Against Tobacco (SWAT).

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

2. Intern Update

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

3. Recommendation from the Parks and Recreation Committee that the Town Council consider installing a permanent electronic message board on Kane Concourse to advertise community events and meetings.

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4. **Approval** of the following Meeting Minutes:

- A. Council Workshop - August 20, 2014
- B. 2nd Budget Hearing - September 22, 2014
- C. Special Council Meeting - September 22, 2014
- D. Local Planning Agency - February 9, 2015
- E. Public Hearing - February 9, 2015

5. **Approval** of a **resolution** requested by Council Member Reid supporting Florida House Bill 661 and Senate Bill 966 relating to disposable plastic bags. Enclosed is the proposed resolution.
6. **Consideration** and **Approval** to renew the Mutual Aid Agreement between the City of Sunny Isles Beach Police Department and the Town of Bay Harbor Islands Police Department.
7. **Approval** of an **agreement** with the City of Miami Beach for the conveyance of sewerage through the City for disposal services. Enclosed is a copy of the draft agreement.

STAFF RECOMMENDATION: Consent Agenda Approval

ORDINANCES ON SECOND READING:

8. **Approval** of an **ordinance** on second reading amending the Town Code Section 23-9 which relates to the minimum size requirements of living units for residential development. Enclosed is Town Planner Miller staff report, sample dwelling units exhibits and alternative draft text for the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE; AMENDING ARTICLE I ENTITLED ZONING REGULATIONS; AMENDING PROVISIONS IN SECTION 23-9 TO REQUIRE THAT DENS OR STUDIES THAT ARE CONVERTED TO BEDROOMS MUST MEET THE MINIMUM SIZE REQUIREMENT OF LIVING UNITS FOR MULTI-FAMILY DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

9. **Consideration** and **Approval** on second reading of an Ordinance requested by Council Member Reid amending Chapter 9 of the Town Code to prohibit the use of Styrofoam products. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION; AND SPECIFICALLY ADDING AND REVISING DEFINITIONS TO SECTION 9.1 AND ADDING A NEW SECTION 9-27 PROHIBITING EXPANDED POLYSTYRENE FOAM PRODUCTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

ORDINANCES ON FIRST READING:

10. **Consideration and Approval** of an ordinance on first reading amending the Town Code Section 13.13 to allow garage sales to take place outside a building in an area not visible from the street. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 13.13 REGARDING GARAGE SALES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

11. **Consideration and approval** of an ordinance on first reading amending the Town Code Section 23-12 (15)(g)1 to allow properties on the RM-2 to construct pools, pool deck and pool equipment on the street side yard on corner lots. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 23-12(15)(g)x TO ALLOW PROPERTIES ON THE RM-2, MULTIPLE FAMILY DISTRICT TO CONSTRUCT POOLS, POOL DECK AND POOL EQUIPMENT ON THE STREET SIDE YARD ON CORNER LOTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

12. **Consideration and approval** of an ordinance on first reading amending the Town Code to include a new section on regulations for demolition permits. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA CREATING SECTION 5-5.1, DEMOLITION OF STRUCTURES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

13. **Request** for an **Extension** to close on Agreement for purchase and Sale of Transfer Development Rights between the Town and 1150 - 101 BH, LLC. The contract was entered into November 12, 2013 for the purchase of 3 TDR' s to be transferred to the receiving property located at 1150 - 101 Street. Enclosed is information provided by Louis A. Supraski, Esq., who represents the owners.

STAFF RECOMMENDATION: Council Discretion.

DISCUSSION ITEMS:

14. **Discussion** requested by Council Member Reid regarding the possibility of offering an incentive to residents who wish to upgrade their windows to impact windows by either waiving the permit fee or offering a discount on the permit fee.

STAFF RECOMMENDATION: Council Discretion

REPORTS:

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council 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 purpose 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 9, 2015

ITEM NUMBER: 1.

ITEM: Special Presentation from Tobacco Free Workgroup and Students Working Against Tobacco (SWAT).

DESCRIPTION:

Student Working Against Tobacco (SWAT) is a Florida statewide program geared toward mobilization, education, and fully equip Florida's youth to revolt against and de-glamorize big tobacco. SWAT clubs can be found in schools and communities throughout the State of Florida.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	SWAT	SWAT.pdf
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SWAT

SWAT (Student Working against Tobacco) is a Florida statewide program geared toward mobilization, education, and fully equip Florida's youth to revolt against and de-glamorize Big Tobacco. SWAT clubs can be found in schools and communities throughout the State of Florida. Youth in SWAT are engaged in activities that educate their peers and policy makers about the need to change social norms related to tobacco. SWAT is committed to developing leadership skills in youth through training in tobacco issues, media literacy, policy development process, presentation skills, and evaluation. Through empowering the youth of SWAT and providing leadership opportunities on the state and local levels, it builds the capacity of its advocates to enable environmental and policy change. SWAT is here to expose the facts about Corporate Tobacco. SWAT gives Florida youth a voice to stand up to Corporate Tobacco. SWAT empowers Florida youth to educate their peers about the manipulative tactics of Big Tobacco so that together we can take a stand and make a change for the next generation. Currently there are 20 SWAT clubs in Miami Dade County with over 100 members.

Initiatives

- **Establish and maintain countywide SWAT clubs**
- **Create policy and system changes that reduce tobacco use and second hand smoke exposure**
- **Activities, presentations, and program interventions to reduce and prevent tobacco use**
- **Conduct local surveillance**
- **Conduct needs assessments**



STUDENTS WORKING AGAINST TOBACCO

CANDY-FLAVORED TOBACCO POLICIES



What is the problem with candy-flavored tobacco?

- Candy-flavored tobacco targets new users, the majority of which are kids.
- Studies show that 17-year-old smokers are three times as likely to use flavored cigarettes as smokers over the age of 25.
- Almost 90 percent of adult smokers began smoking as teenagers.



How to Use: Place one in your mouth. Don't chew or swallow. Move it around if you want. Let it dissolve in your mouth. *Only for adults. Keep out of reach of children.*



How to Open Sticks



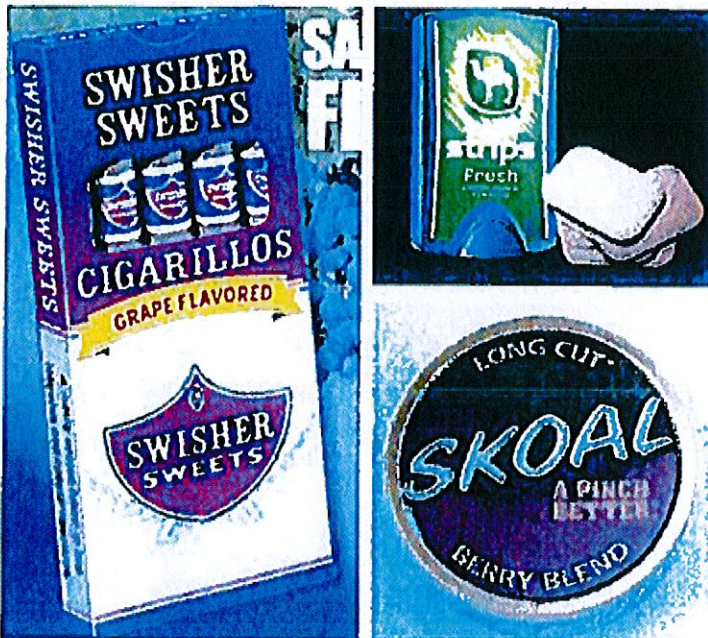
What is not banned by the FDA?

- Candy-flavored spit tobacco.
- Candy-flavored cigars and cigarillos.
- Snus (rhymes with "noose"): small packets of tobacco resembling tea bags that are kept in the mouth. The excess juice can be swallowed instead of spat.
- New dissolvable products: pellets (Camel Orbs), a twisted stick the size of a toothpick (Camel Sticks), and a film strip for the tongue (Camel Strips), all of which are made from finely ground flavored tobacco.

Candy-Flavored Tobacco

Our Goal For This Policy:

Candy-flavored cigarettes are banned in the United States, but deadly tobacco products are still sold packed with candy and fruit flavors that attract youth, including berry-flavored spit tobacco and grape-flavored cigars. We want to prevent our youth from beginning to use these cancer-causing products by getting them off the shelves. This policy is **not** aimed at the few adult users of these products, who can easily switch to other tobacco products, but at protecting our youth.



Some facts:

20 percent of smokers ages 17 to 19 smoked flavored cigarettes while only 6 percent of smokers over age 25 reported smoking flavored cigarettes.

80% of smokers started before the age of 18.

This ban will help stop the more than 3,600 young people who start smoking daily.

New York City has banned the sale of all flavored tobacco products, and successfully won legal challenges to the law.

Both Wisconsin and Illinois are in the process of attempting to ban the sale of any candy or alcohol flavored tobacco products.

Model ordinance language:

SECTION 2. DEFINITIONS

... contain, as a constituent (including a smoke constituent) or additive, an artificial or natural flavor (other than tobacco or menthol) or an herb or spice, including but not limited to, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, coffee, or alcohol flavors, that is a characterizing flavor of the tobacco product or tobacco smoke.

SECTION 3. SALE OR DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS PROHIBITED

No person, business, tobacco retailer, or other establishment subject to this ordinance shall sell, permit to be sold, offer for sale, display for sale or distribute by any means including, but not limited to free sample or coupon, any flavored tobacco products.

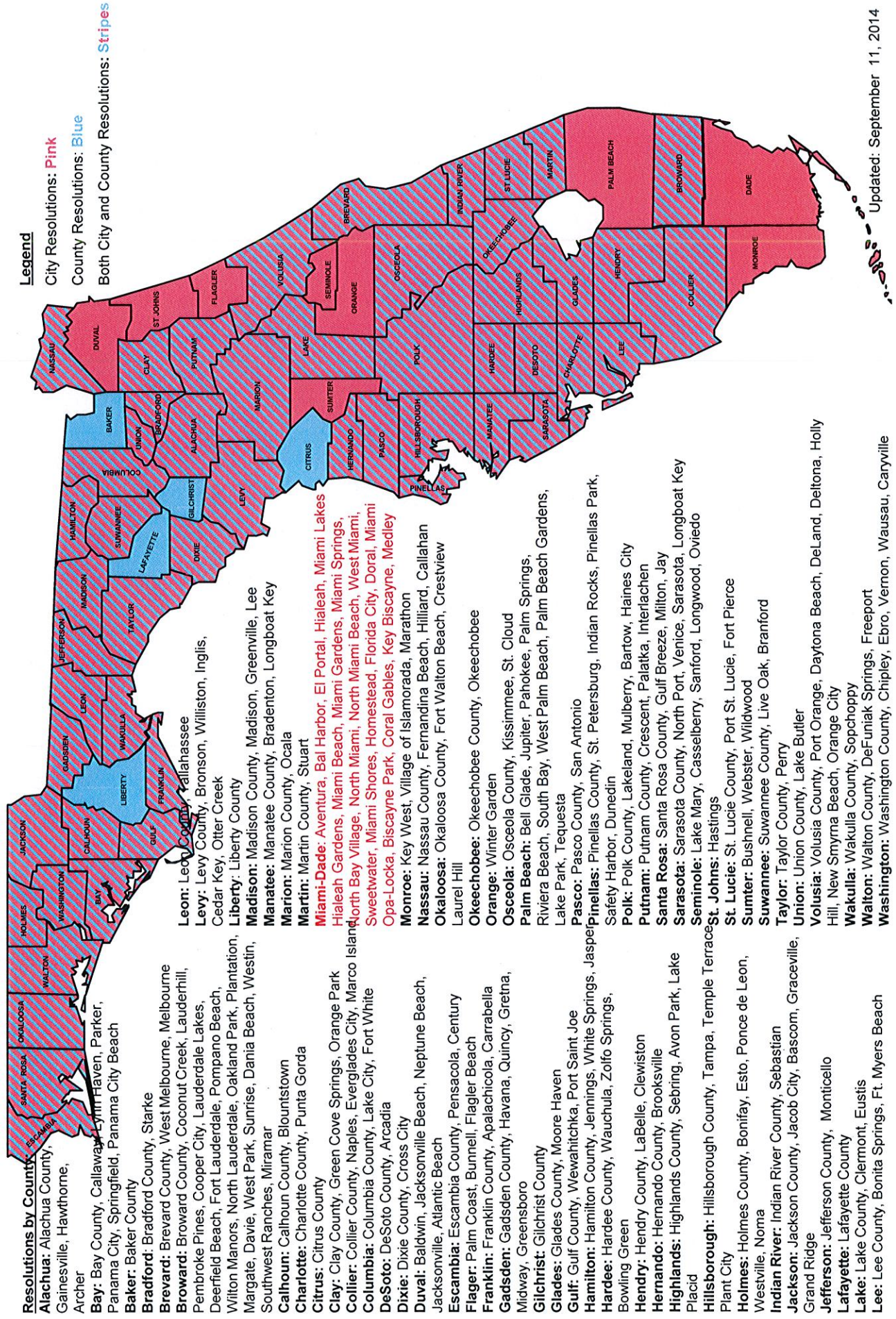
SECTION 5. PENALTIES

A. Any person or business who violates this ordinance, shall upon conviction, be guilty of a violation of a second degree misdemeanor, punishable as provided by law.

B. The penalty for a second conviction of this ordinance shall be at least double the penalty for the first conviction, except that any penalty shall not exceed the maximum penalty set by law for a misdemeanor of the second degree.

C. All convictions for violation of this Ordinance shall be reported to the State of Florida, Division of Tobacco and Alcoholic Beverages.

City and County Candy Flavored Tobacco Resolutions





FDA Advisory

Flavored Tobacco Products

What you need to know



Many types of tobacco products are made to taste like vanilla, orange, chocolate, cherry, coffee and other flavors. These kinds of flavors make tobacco products especially appealing to kids, and can lead to a lifetime of tobacco addiction. The FDA is encouraging parents to understand the serious risks associated with flavored tobacco products.

Flavored tobacco products:

- **Appeal to kids.**

Young people are much more likely to use candy and fruit flavored tobacco products than adults, and tobacco industry documents show that companies have designed these cigarettes with kids in mind. For example, one tobacco company suggested creating a honey-flavored cigarette to attract teenagers who like sweet products.

- **Disguise the bad taste of tobacco.**

Candy and fruit flavors mask the bad taste of tobacco, making it easier for kids to start using tobacco products. Once they start using one tobacco product, however, they are more likely to experiment with others.

- **Are just as addictive as regular tobacco products.**

Scientists have found that many kids think flavored tobacco products are safer and less addictive than regular tobacco products. This is not true. All tobacco products contain nicotine, one of the addictive chemicals that make it so hard to quit using tobacco.

- **Have the same harmful health effects as regular tobacco products.**

Flavored cigarettes, cigars and pipes are not less dangerous than regular tobacco products. Smoking any kind of tobacco product increases your risk of developing serious health problems, including lung cancer, heart disease and emphysema. Tobacco products that you don't smoke, like snuff and chewing tobacco, have also been shown to cause gum disease and cancers of the mouth.

For more information, see www.fda.gov.

Beginning September 22, 2009, it will be illegal to sell cigarettes containing certain characterizing flavors except menthol anywhere in the United States. If you see flavored cigarettes for sale, please report it to the FDA. There are three ways to contact us:

1. Call the hotline. 1-877-CTP-1373
2. Send us a letter. 9200 Corporate Blvd, Rockville MD 20850-3229
3. Submit a report online. www.fda.gov/flavoredtobacco

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 3.

ITEM: Recommendation from the Parks and Recreation Committee that the Town Council consider installing a permanent electronic message board on Kane Concourse to advertise community events and meetings.

DESCRIPTION:

At their committee meeting on February 18, 2015, the Parks and Recreation Committee unanimously passed a motion recommending that the Town Council consider installing a permanent electronic message board on Kane Concourse to advertise community events and Town meetings.

If the Town Council agrees to the concept, staff will research the cost and possible locations for this sign.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 4.

ITEM: Approval of the following Meeting Minutes:

- A. Council Workshop - August 20, 2014
- B. 2nd Budget Hearing - September 22, 2014
- C. Special Council Meeting - September 22, 2014
- D. Local Planning Agency - February 9, 2015
- E. Public Hearing - February 9, 2015

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	2nd Budget PH Minutes 9-22-14	9-22-14 2ND Budget Mtg DRAFT.docx
2.	Special Meeting- Minutes 9-22-14	9-22-14 DRAFT Special Mtg..docx
3.	Minutes -LPA 2-9-15	2-9-15 LPA DRAFT.docx
4.	Minutes- Public Hearing 2-9-15	2-9-15 PH DRAFT.docx
5.	Minutes - Workshop 8-20-14	8-20-14 Workshop - DRAFT.docx

MINUTES OF A QUASI-JUDICIAL PUBLIC HEARING
SECOND BUDGET HEARING 2014
TOWN OF BAY HARBOR ISLANDS

A Public Hearing was held on Tuesday, September 22, 2014 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe

Vice Mayor Jordan Leonard
Council Member Kelly Reid

Council Member Joshua Fuller
Council Member Isaac Salver

QUASI-JUDICIAL PUBLIC HEARING

Item 1. Second reading and adoption of the ordinance to levy the Town's property tax millage.

AN ORDINANCE PROVIDING FOR A MILLAGE OF 4.9 WHICH IS 7.34% MORE THAN THE ROLLED-BACK RATE FOR THE TOWN OF BAY HARBOR ISLANDS FOR THE CURRENT YEAR, A.D. 2014; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Reid stated that she had several conversations with Town Manager Wasson and felt that this was the right way to go with the budget.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She thanked the Town Council for scheduling the meeting at 7:00 p.m. She asked how the next fiscal year money would be allocated; the statues on the Love statue on Kane Concourse; questioned the \$200,000 for the PAL program; the joint use agreement with the local school, and where was the TDR money going to be allocated. Town Manager Wasson stated that a replica of the Love statue was scheduled to be back on Kane Concourse the following week and the original statue was estimated to be worth \$2,000,000. He also stated that the Miami Dade County School Joint Use agreement was being used by the PAL program when they use the classroom and school field. He added that the Town would use \$1,000,000 from reserves and the \$500,000 from the grant to build the Community Center. He explained that the \$1,000,000 from reserves could come from the TDR money received to date.

Finance Director Short explained that the TDR receipts were from reserves, they were not restricted and the Town Council could use it at their discretion.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Leonard made a motion to approve the proposed ordinance to levy the Town's property tax millage. Council Member Reid seconded the motion and it passed unanimously by poll vote.

Item 2. Second reading and adoption of the ordinance making appropriations for the operation of the General Fund, Water Fund, Sewer Fund, Parking Fund, Solid Waste Fund, Causeway Fund, and Stormwater Fund.

AN ORDINANCE MAKING APPROPRIATIONS FOR THE GENERAL, WATER, SEWER, PARKING, SOLID WASTE, CAUSEWAY, AND STORMWATER FUNDS FOR THE YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, IN THE TOTAL SUM OF \$19,324,983; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Reid suggested having a citizen survey to use as a strategic plan for the next budget year. She felt that was a progressive move for the Town to move forward. She stated that she recently asked for salary survey records, since a new position for Community Service Director had been added to the Town. The survey had a comparison of eight (8) cities and noted that the Town Human Resources Manager was the lowest paid and felt that should be brought up to date.

ACTION: Vice Mayor Leonard made a motion to approve the proposed ordinance on second reading. Council Member Reid seconded the motion and it passed unanimously by poll vote.

There being no further business meeting was adjourned at 7:20 p.m.

MAYOR

ATTEST

TOWN CLERK

**MINUTES OF A SPECIAL COUNCIL MEETING
TOWN OF BAY HARBOR ISLANDS**

A Special Council Meeting of the Town of Bay Harbor Islands was held on Tuesday, September 22, 2014 at 7:21 p.m. in the Council Chambers. Upon roll call the following Membes responded:

Mayor Robert Yaffe

Vice Mayor Jordan Leonard

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Item 1. Approval of Award of Contract # 142 Rehabilitation of Broad Causeway Bridges - Recommendation for Contract Award to M & J Construction in the amount of \$11,458,976.21.

Town Manager Wasson stated that the Town has been discussing the bridge rehabilitation project for a long time and the plan was to replace and repair the structural elements of the bridge. He explained among the changes were the guard rails; the gates; control system; replacement of the support columns with higher grade concrete; bridge house; new generator; hydraulic system would be accessible from the bridge house; painting; new exterior lighting and a new concrete application of class 5 finish.

ACTION: Vice Mayor Leonard made a motion to award the construction contract to M & J Construction as presented. Council Member Salver seconded it and it passed unanimously.

Town Manager Wasson stated that the construction would start as soon as the agreement was signed and it should last approximately 18 months.

There being no further business meeting was adjourned at 7:28 p.m.

MAYOR

ATTEST

TOWN CLERK

**MINUTES OF A LOCAL PLANNING AGENCY
TOWN OF BAY HARBOR ISLANDS**

A Local Planning Agency Meeting of the Town Council was held on Monday, February 9th, 2015 at 6:45 p.m. in the Council Chambers. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe

Council Member Stephanie Bruder
Council Member Kelly Reid

Council Member Joshua Fuller
Council Member Isaac Salver

Item 1. Review and direction requested by the Town Planner, Michael Miller with regard to a proposed amendment to the Town's Comprehensive Plan by adopting amendments to its adopted 10 Year Water Supply Facilities Work Plan to address water supply planning provisions required by Florida Statutes.

Town Planner Miller came forward to address the Local Planning Agency. He stated that special legislation was passed that required that the Town have a 10 year water supply facilities work plan. The law stated that the Town must update their water supply work plan on development every 28 months. He stated that the proposed amendment to the Town's Comprehensive Plan for the water supply was minor and it addressed the water consumption. He added that the amendments appended to the Town's Water Supply Plan were intended to address the statutory requirements for coordination of the South Florida Water Management Department Lower East Coast Water Supply and the Miami-Dade County's Water Supply. He reported that on 2012-2013 the water consumption went down over 10,000 gallons a day, and the reason was because resident used many methods to be more water efficient. He also added that in 2009 amendments to the Comprehensive Plan were done for future land use and infrastructure. He also stated that Town shared a water main with Bal Harbour and Surfside, and the water source was provided by Miami-Dade County.

At this time Mayor Yaffe asked if there was any public comment.

There was no public comment.

ACTION: Council Member Bruder made a motion to approve the amendments to the Town Water Supply Facilities Work Plan. Council Member Fuller seconded the motion and it passed unanimously.

There being no further business meeting was adjourned at 6:57 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

**MINUTES OF PUBLIC HEARING
TOWN OF BAY HARBOR ISLANDS**

A Public Hearing Meeting of the Town Council was held on Monday, February 9th, 2015 at 7:05 p.m. in the Council Chambers. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe

Council Member Stephanie Bruder
Council Member Kelly Reid

Council Member Joshua Fuller
Council Member Isaac Salver

QUASI-JUDICIAL PUBLIC HEARING

At this time Town Attorney Sherman swore in everyone speaking.

Item 1. Consideration of recommendations from the Local Planning Agency with respect to the proposed amendment to the 10-Year Water Supply Facilities Work Plan to be adopted and incorporated into the Town's Comprehensive Plan.

Town Planner Miller came forward to address the Council. He explained that it was required by State law that the Town includes a water supply work plan to insure that there was a reliable water source to insure the population. He added that the current water supply came from the Miami-Dade County and that the nature of the proposed amendment was to update the water supply work plan for our region. He also explained that the resident's water usage declined due to the capital improvements and the Building Code changes in the last decade, which required that everyone use water conservation equipment.

Item 2. Public comment with regard to the proposed amendment to the Town's Comprehensive Plan (10 Year Water Supply Facilities Work Plan).

There was no public comment.

Item 3. Consideration and Approval of an ordinance on first reading amending the Town's Comprehensive Plan by adopting amendments to its adopted 10 year Water Supply Facilities Work Plan provisions required by Florida Statutes.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING AMENDMENTS TO ITS ADOPTED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN TO ADDRESS WATER SUPPLY PLANNING PROVISIONS REQUIRED BY FLORIDA STATUTES; INCLUDING A PROVISION FOR INCLUSION IN THE TOWN'S COMPREHENSIVE PLAN; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council member Bruder made a motion to approve the proposed ordinance. Council Member Reid seconded the motion and it passed by unanimous poll vote.

CONCLUSION OF PUBLIC HEARING

There being no further business meeting was adjourned at 7:11 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

**MINUTES OF A WORKSHOP MEETING
TOWN OF BAY HARBOR ISLANDS**

A Workshop Meeting was held on Wednesday, August 20, 2014 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Vice Mayor Jordan Leonard

Council Member Josh Fuller

Council Member Kelly Reid

Council Member Solange Rousselot

Council Member Isaac Salver

Item 1. Presentation of the conceptual design for the Town's Community Center by Eddie Lamas from Stantec Consulting Services.

Town Manager Wasson introduced Mr. Lamas from Stantec Consulting Services. He came forward to make the design presentation to the Council. Mr. Lamas thanked the Council for asking for the presentation. He presented details regarding the design.

He stated that the site would be where the current parking garage was located and parking should not be problem. This would be a mixed used development. The space was about 8000 square feet with the elevator located on the south side of the property for visitors. He stated that the lobby had been re-designed.

The design included three segments; connect, play and learn. Play was flexible spaces to be re-organized as needed. The challenge was the fact that the parking garage was above. The solution would be to sound proof the garage. He informed the Council that had been done on other projects which were similar, even one in Coral Gables.

He explained that there were windows on the west and south side and the rooms were arranged to be wide so residents could have activities, could have a relaxing area and also see what was happening on either side of where they were sitting. He explained that in the lobby area was the entrance and the restrooms were ADA accessible. There was also a gallery area and a learning center. On the left side was a multi-use room that could be divided into 4 rooms. That area would be acoustically treated with a lot of lighting.

He also provided outside exterior samples and explained the retractable canopy and that there would be Wi-Fi available. He explained the wall that would be created for screening, the landscaping, the front seating area for visitors, the importance of night lighting and the daylight on the south walls to extend the daylight that comes in the morning. He also explained that the prices had gone up since last year and gave an update of a cost of 1.5 million dollars.

Council Member Salver verified that the lighting fixtures were within the cost estimate. Council Member Fuller questioned the lighting being addressed on the west side. Mr. Lamas stated that had been addressed with the changes. Council Member Fuller questioned a covered walkway for visitors from the parking garage. There was a brief discussion and Mr. Lamas had a couple of ideas to solve the problem. Council Member Fuller also addressed what would be on the west side. Mr. Lamas felt it could be a

flexible space and could have an awning that would be open or shut when needed, which would be flexible. Town Manager Wasson stated that they needed to do more design on that area to keep people dry and out of the sun. Mr. Lamas stated that as they develop the design those item would be addressed.

Council Member Reid stated that she would like the restrooms to be closer to the front door for safety reasons and to be accessible for all residents or anyone walking by. Mr. Lamas stated that the restrooms would be accessible, but in a hallway. To have restrooms you need a wall and the front is an open area.

There was a brief discussion regarding the changes and the costs that caused the price to go up. Council Member Reid questioned why the contingency went up to 22%. Mr. Lamas stated that there would be a lot of exterior work to be done and the contingency goes for that cost. Assistant Manager Jimenez stated that they were not tied to the 22% and could use the original 10%. He also reminded everyone that there was a grant that was received in the amount of 500K.

PUBLIC COMMENT

Kathleen Kennedy, 9721 E. Bay Harbor Drive, came forward to address the Council. She thanked Stantec for their presentation. She reminded everyone that there were no senior activities included in the presentation. She was upset that the plan was to put the children in the garage, because she felt that no one in the administration would like to move to the garage. She felt that they should think about the pollution. Mrs. Kennedy questioned what TDR money would pay for the community center. She questioned if there would be a fee to attend the center. Council Member Fuller reminded everyone, if the grant was accepted, everyone would be allowed to participate in activities. Mrs. Kennedy complained again that there were activities for everyone except for seniors and there was not even a gym.

Council Member Rousselot stated that it was always understood that the community center was always going to be in the garage. She stated that she liked the design and wanted it to happen. She felt that everyone wanted the same thing and the center would be a multi-use center with a flexible area.

Council Member Reid stated that she felt the space should not be looked at like it is in a garage. She brought up the Sunny Isles Community Center, which has something similar with the garage and a library. She stated that it was a gathering center with many activities, a post office and shops. She stated that she never heard any cars and felt it was great. She stated that hours had gone into this design and assured Mrs. Kennedy that all the different activities had been discussed. Council Member Fuller stated that a gym had been discussed, but the cost was prohibitive and the space was limited to 8,000 square feet. He stated that each Council member previously met with Stantec individually to discuss their ideas and concerns.

Town Manager Wasson stated that there was about 957K in TDR monies and 400K in escrow. He also answered that the price for construction was about \$500 per square foot. As for fees, that would be discussed in the future. There was a brief discussion regarding the procedures and the fact that all the residents wanting to speak should have the opportunity.

Frances Neuht, 9920 W. Broadview Drive, came forward to address the Council. She questioned if the accountant on the Council thought the center was feasible to build. She had a flyer with a lot of programs for the children and questioned if the Town was taking advantage of the joint use agreement with the school. She did not feel it necessary to have classrooms in the center, if that was happening. She

questioned if the lighted baseball field for over 6,000 people was part of the center. She also commented that the library furniture did not look comfortable for reading and there were no programs for seniors. Mrs. Neuhut also stated that the Town should get something in return from the developers and questioned why they were not.

Town Manager Wasson stated that they were using the joint use agreement for the past summer camp programs and the agreement was great because they had the ability to use that space at the school when the school was not in session. He stated that the community center would have a lot of the programs that were suggested. Manager Wasson stated that this was all still in the initial stage of the design and there could be any kind of programs that were desired. As for the library, if it comes through in the future the space would be available for that type of use. The TDR monies can be spent as the Council deemed fit, since it goes in the General Fund.

Council Member Salver stated that, based on past dialogue from the Council, the desire for the TDR monies collected was to use it for a facility like the community center. He stated that the net worth for the Town was six million dollars. Mrs. Neuhut asked if it was economically feasible and he stated that, yes, it would be economically ok and would not break the bank. He felt that the Council had invested a lot in the community center and had purchased parks for the good of the residents. He did not feel this would be a waste of money.

Luciana Arestegui, 1060 98th Street, came forward to address the Council. She was happy to have the workshop. She questioned the safety of the glass retractable walls, because she was concerned about security for the children playing around there. Mrs. Firtel also felt the children's area was too small and the classes should have some privacy for concentration when participating. She questioned what kind of material would be on the floor. Also, she questioned if the outdoor courtyard would connect. Mrs. Firtel asked if they could ask developers for money for the community center as a condition to giving them a contract.

Council Member Rousselot stated that legally they could not do that. Town Manager Wasson informed her that the retractable wall would not be glass and the floor material would be varied.

Mr. Lamas stated that the design presented at this meeting was to give them an idea of what was possible, but was not final and was flexible. He stated that the glass on the gallery would be different than the 10 foot wide impact glass walls. He stated that there was room for flexibility. Mr. Lamas also stated that for privacy protection they could use frosted glass.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He felt that libraries were really computer rooms now and felt the study rooms should have computers. He was concerned about the small space and no physical activities plan. Mr. Ruthfield commented on taking the 500K, knowing that everyone would be able to use the facility, but he felt that 8,000 square feet would be too small. He commented that, if they join the Miami-Dade County Library System, the taxes would increase. He wanted to keep the vacant land, even if only to put a pool on.

Paul Basile, 9240 West Bay Harbor Drive, came forward to address the Council. He thanked the Council for having a workshop. He liked the design, but felt it would be great to have something on the water. Mr. Basile stated that he would be against taking the grant from the State, because he felt the community

center should only be open to the residents. Mr. Basile felt it should have the Bay Harbor Islands feel. He suggested calling it the Bobcat Center and incorporating something in the design to show people about the islands and make it special.

Maurice Rapar 1141 - 101 Street, came forward to address the Council. He questioned what analyzes had been done regarding having the community center located at Town Hall. Town Manager Wasson stated that it would cost over 7 million dollars to put it at Town Hall and to move the Police Department and Administrative Offices would cost a lot of money.

Sugar Firtel, 1260 – 98 Street, came forward to address the Council. She thanked the Council for hosting the workshop and was thrilled that the Council was moving forward with the community center. She stated that she had been involved administratively in plans and she felt an important issue was always a concern. She felt that the desk being set back was too far back to control and screen programs. She felt it would be important to have a private administrative area. She questioned where the walls went. Mr. Lamas stated they would be pockets. Ms. Firtel's vision for the center would be programs for all ages, kids to seniors. Town Manager Wasson stated that he has already seen all types of programs come along when needed. She questioned the natural light being lost on the west side.

Mr. Lamas pointed out the common area and the west and south side reception areas. He also pointed out the restrooms location. Vice Mayor Leonard questioned if they looked into how much lighting was needed. Mr. Lamas stated that this was a concept, but they had experts to figure that out when the time came.

Council Member Fuller was happy they were addressing the lighting issue. He felt there would be obstruction on the south and west reception areas. He felt that there might be a problem with the design if the grant was accepted, due to limited space, and there would need to be a person checking everyone in at the entrance. Discussion continued regarding the issues of the entrance, covered walkway, canopy or covering and an open courtyard. Council Member Fuller felt they needed a covered entrance. Mr. Lamas stated that they could cover the entire sidewalk all around the building.

CLOSED PUBLIC COMMENT

Council Member Reid stated that this would not be a physical sports facility. There would be more classes like yoga and Tai Chi. She stated that the 2 breakout rooms could be private if necessary. She felt that incorporating a mixed use was not necessarily going to happen and what to do with the vacant lot was still up for the Council to consider. She wanted to make the empty lot into a green passive area until the decision was made. She felt there could be a sports facility in the future along with other options.

Council Member Fuller felt it would be appropriate to have a coffee shop; perhaps they could lease space to a coffee vendor. He felt it would be nice for the residents to purchase water, coffee and small refreshments. He did not want a facility with a full kitchen, but just with limited service. He also stated that he would like a family bathroom, which he felt would be easy to add.

There was a brief discussion regarding whether or not to take the grant, the possibility of a small coffee shop, the SunPass conversion savings, the bridge repairs and floating candle lighting maintenance.

Item 2. Discussion and direction from the Town Council requested by the Town Manager.

Town Manager Wasson stated that he needed Council consensus to start with the construction documents, but changes could be made and they would come back to the Council for more design comments.

Consensus of the Council was to take this design and move forward with the proposed community center. Council Member Fuller reiterated the need for a permanent awning for the courtyard, covered entrance, ADA access and an automatic door.

There being no further business the meeting was adjourned at 9:01 pm.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 5.

ITEM: Approval of a **resolution** requested by Council Member Reid supporting Florida House Bill 661 and Senate Bill 966 relating to disposable plastic bags. Enclosed is the proposed resolution.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	Resolution - Plastic Bags	Resolution-House Bill 661-Regulation of Disposable Plastic Bags.pdf
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
SUPPORTING FLORIDA HOUSE BILL 661 AND
FLORIDA SENATE BILL 966, RELATING TO
DISPOSABLE PLASTIC BAGS; INCLUDING
CREATING SECTION 403.70325, FLORIDA
STATUTES AUTHORIZING CERTAIN
MUNICIPALITIES TO ESTABLISH PILOT
PROGRAMS FOR THE REGULATION OR BAN OF
DISPOSABLE PLASTIC BAGS; DIRECTING THE
TOWN CLERK TO FORWARD THIS RESOLUTION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Town Council of The Town of Bay Harbor Islands is concerned about the adverse environmental consequences of the use of plastic shopping bags by retail establishments when an alternative to their use, re-usable bags, already exists; and

WHEREAS, studies show that Americans used almost 90 billion retail bags as of 2003; and

WHEREAS, plastic shopping bags are made from polyethylene, a thermoplastic made from oil; and

WHEREAS, as plastic degrade, overtime they break down into smaller, more toxic petro-polymers which eventually may contaminate soils and waterways; and

WHEREAS, the Florida Legislature enacted 403.7033, Florida Statutes which prevents local governments from enacting “any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable bags” pending completion of an analysis by the Florida Department of Environmental Protection; and

WHEREAS, the Florida Department of Environmental Protection submitted the “Retail Bags Report” to the Legislature in 2010 and recommended that the Legislature review the available options and take action to discourage the use of single-use paper and plastic retail bags and encourage the use of reusable retail bags; and

WHEREAS, Florida House Bill 661, Florida Senate Bill 966, authorize the creation of 403.70325, Florida Statutes, to allow municipalities with a population of less than 100,000 to establish pilot programs to regulate or ban disposable plastic bags; and

WHEREAS, the Town Council of Bay Harbor Islands has determined that regulating or banning disposable plastic bags is in the public’s interest; and

WHEREAS, the Town Council of Bay Harbor Islands, Florida, supports House Bill 661 and Florida Senate Bill 966 to regulate or ban disposable plastic bags.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Support of House Bill 661 and Florida Senate Bill 966. The Council of Bay Harbor Islands, Florida supports passage and adoption of House Bill 661 and Florida Senate Bill 966 and urges the Florida Legislature to pass and the Governor to sign House Bill 661, Senate Bill 966.

Section 3. Directions to Clerk. The Town Clerk is directed to distribute this Resolution to the Florida Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and each of the municipalities in Miami-Dade County.

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

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

PASSED AND ADOPTED this _____ of _____ 2015.

Mayor

Attest:

Town Clerk

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 6.

ITEM: Consideration and Approval to renew the Mutual Aid Agreement between the City of Sunny Isles Beach Police Department and the Town of Bay Harbor Islands Police Department.

DESCRIPTION:

The current Mutual Aid Agreement expired on January 1, 2015 and the Police Department respectfully asks the Town Council to renewed the agreement through January 1, 2020.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant
 Sean Hemingway, Chief of Police

ATTACHMENTS

1.	Sunny Isles Beach Mutual Aid Agreement	SIB MUTUAL AID 1.pdf
2.	Sunny Isles Beach Mutual Aid Agreement	SIB MUTUAL AID 2.pdf

MUTUAL AID AGREEMENT

Between the City of Sunny Isles Beach Police Department and the Town of Bay Harbor Islands Police Department

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, Florida, and the **Town of Bay Harbor Islands**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Dade County** municipalities; and

WHEREAS, the participating **Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of Sunny Isles Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

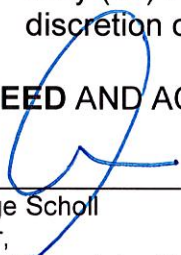
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
 - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2020**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

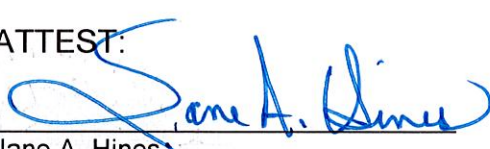
AGREED AND ACKNOWLEDGED this ____ day of _____, 20____.



George Scholl
Mayor,
City of Sunny Isles Beach, FL

Ronald J. Wasson
Town Manager,
Town of Bay Harbor Islands, FL

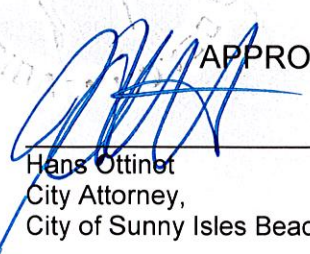
ATTEST:



Jane A. Hines
City Clerk,
City of Sunny Isles Beach, FL

ATTEST:

Marlene Marante
Town Clerk,
Town of Bay Harbor Islands, FL



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Hans Ottinot
City Attorney,
City of Sunny Isles Beach, FL

Craig Sherman
Town Attorney,
Town of Bay Harbor Islands, FL

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF BAY HARBOR ISLANDS POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

participating in law enforcement activities that are preplanned
and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance
from the other law enforcement agency.

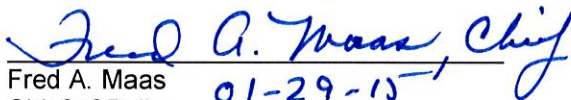
In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Sunny Isles Beach**, Florida, and the **Town of Bay Harbor Islands**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes
3. Any natural disaster
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures
5. Terrorist activities including, but not limited to, acts of sabotage
6. Escapes from or disturbances within detention facilities
7. Hostage and barricaded subject situations, and aircraft piracy
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls

9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

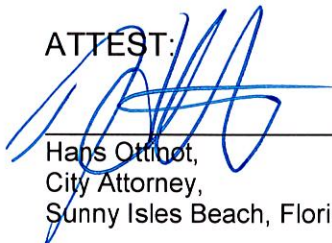
DATE: 01-29-15

DATE: _____


Fred A. Maas
Chief of Police.
Sunny Isles Beach, Florida

Sean Hemingway
Chief of Police
Bay Harbor Islands, Florida

ATTEST:



Hans Ottnot,
City Attorney,
Sunny Isles Beach, Florida.

ATTEST:

Craig Sherman
Town Attorney,
Bay Harbor Islands, Florida

**JOINT DECLARATION AMENDMENT UNDER
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE TOWN OF
BAY HARBOR ISLANDS POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of _____, 20____, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **Town of Bay Harbor Islands** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **Town of Bay Harbor Islands Police Department**.

01-29-15

Date

George Scholl
Mayor
City of Sunny Isles Beach, Florida

Fred A. Maas
Chief of Police
City of Sunny Isles Beach, Florida

Date

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands, Fl.

Sean Hemingway
Chief of Police
Town of Bay Harbor Island, Fl.

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 7.

ITEM: Approval of an **agreement** with the City of Miami Beach for the conveyance of sewerage through the City for disposal services. Enclosed is a copy of the draft agreement.

DESCRIPTION:

The City of Miami Beach is in the process of entering into agreements with the Town of Surfside and the Village of Bal Harbour for the conveyance of sewerage through the City which ultimately goes to the County for disposal. This has been initiated to formalize our relationship as well as provide a long term contractual understanding. Likewise, with the passage of the Consent Decree, the City will be entering into a similar agreement with the Miami Dade County Water and Sewer Department.

Approval includes authorization to the Town Manager to sign the agreement on behalf of the Town.

RECOMMENDED ACTION:

Consent Agenda Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposed agreement	Bay Harbor Island Sewage Collection for Disposal Services Agreement.pdf
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**AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE TOWN
OF BAY HARBOR ISLANDS, FLORIDA, TO PROVIDE SEWAGE CONVEYANCE
FOR DISPOSAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 (Effective Date), by and between the **City of Miami Beach, Florida** ("City"), and the **Town of Bay Harbor Islands** ("Bay Harbor Islands").

WHEREAS, the City operates a sewage conveyance system (the City System) for the use and benefits of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring Town of Bay Harbor Islands; most recently, pursuant to an agreement entered into between the City and Bay Harbor Islands, dated August 2, 1972, and approved by the City pursuant to Resolution No. 13690 (the "1972 Agreement"); and

WHEREAS, on December 5, 1979, pursuant to Resolution No. 79-16116 (and in anticipation of the connection of the City System to the Virginia Key Treatment facility), the City exercised its right to terminate the 1972 Agreement; notwithstanding such termination, however, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, the City and Bay Harbor Islands now wish to enter into a new agreement for sewage conveyance for disposal services (hereinafter, the Services); particularly insofar as memorializing the new rate of compensation to be paid by Bay Harbor Islands to the City is concerned.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the City and Bay Harbor Islands hereby agree as follows:

1. The City shall continue to provide the Services to Bay Harbor Islands, to the extent capacity is available, by means of an existing transmission main from Bay Harbor Islands to the City-owned meter located on 74th Street in the City of Miami Beach.
2. Notwithstanding the City's agreement to provide the Services, or any other term or condition of this Agreement, Bay Harbor Islands acknowledges that any obligation that the City has to render such Services to Bay Harbor Islands pursuant to this Agreement shall be limited to, subject and subordinate to, and conditioned upon any agreements, terms, covenants, conditions, and obligations between the City and Miami-Dade County, Florida (the County), whether existing

as of the Effective Date or as may exist in the future, pertaining to the County's responsibility to provide sewage disposal service to the City's existing sewer service area (which service area includes and takes into account the flow from Bay Harbor Islands), by means of the existing transmission main from the City to the County's Central District Wastewater Treatment Plant located on Virginia Key (where the combined flow is metered). Bay Harbor Islands further recognizes and acknowledges that the City's standards for the Services provided to Bay Harbor Islands pursuant to this Agreement are also limited to, subject and subordinate to, and conditioned upon any modification(s) as a result of (i) changes to the City's agreement with the County to provide sewage disposal services to the City; and/or (ii) changes to existing or future federal, State, County, and local laws, rules, and regulations.

3. Bay Harbor Islands agrees, and hereby warrants to the City, that it will abide by and be bound by all present and future federal, State, County, and City laws, standards, rules, regulations, permit conditions and other requirements related to sewer service. Bay Harbor Islands acknowledges that the responsibility of the City to provide the Services under this Agreement shall be limited to the flow from Bay Harbor Islands' existing sewer service area(s) (i.e. the flow existing as of the Effective Date of this Agreement).
4. Bay Harbor Islands further agrees and hereby warrants to the City that it shall operate and maintain its sewage collection system (hereinafter referred to as the Bay Harbor Islands System, and which system includes, without limitation, any and all transmission pipe lines, main pipe lines, force mains pumps, pumping stations, meters, and any and all other facilities and equipment appurtenant thereto), and any system extensions thereof, in accordance with the requirements of all applicable federal, State, County, and City laws, rules, regulations, and permit conditions. The operation and maintenance of the Bay Harbor Islands System shall be the sole responsibility and cost of Bay Harbor Islands. The City reserves the right to inspect the Bay Harbor Islands System, as deemed necessary by the City, in its sole discretion and judgment, but at no cost to Bay Harbor Islands, to verify that the Surfside System is being properly maintained and operated. Said inspections shall be made at reasonable times and upon reasonable notice, and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations.
5. Bay Harbor Islands shall not allow or permit construction or installation of any connections of stormwater mains which allow stormwater to enter Bay Harbor Islands System. Upon notice or discovery of such interconnections, Bay Harbor Islands shall, at its sole cost and expense, immediately effectuate the lawful disconnection of such interconnections to the City's satisfaction and, at a minimum, in accordance with local, State, and federal laws. Bay Harbor Islands hereby agrees to pursue and maintain best efforts, on a regular timely basis, to reduce infiltration and inflow to comply with all local, State, and/or federal ordinances, laws and regulations regarding infiltration and inflow connection or

reduction as now in effect or as may be enacted in the future. Bay Harbor Islands agrees that in the event any undue infiltration develops in the Bay Harbor Islands System, it shall make such repairs as may be required by the City in order to remedy such condition.

6. The quantity (i.e. the flow) of sewage handled by the City System for Bay Harbor Islands hereunder shall be measured prior to the entry point to the City System by a City owned meter, or any subsequent replacement meter installed by the City, in its sole and reasonable discretion (hereinafter referred to collectively as the Meter). The Meter has been installed in a structure on 74th Street located within the City of Miami Beach. The City and Bay Harbor Islands shall have the right and opportunity to inspect the Meter; provided, however, that the inspections shall be carried out at reasonable times and upon reasonable notice, and in such manner so as to least disturb the normal operations.
7. The City shall own, operate and maintain the Meter, at its sole cost and expense. The City shall also, at its sole expense, test the accuracy of the Meter once every three (3) months, or at such other time intervals as it may deem appropriate, in its sole discretion. Such tests shall be at a reasonable time and upon reasonable notice to Bay Harbor Islands. The City shall provide the results of the tests to Bay Harbor Islands no later than thirty (30) days after each meter is tested.
8. The Meter shall indicate flow with an error not to exceed plus or minus five percent (5%) of full scale reading (true accuracy). If found to be in error – i.e. anything exceeding five percent (5%) of true accuracy - the Meter shall be recalibrated by the City. If such error of more than five percent (5%) is discovered, bills for the three (3) periods following the prior Meter accuracy test shall be adjusted to reflect the quantity of over-read or under-read flow. In calculating such billing adjustment, it will be assumed by the parties that the inaccuracy existed for the entire time interval between accuracy tests. The billing adjustment(s) shall be made at the same rate in effect during the time interval.
9. Bay Harbor Islands may request, and the City agrees to perform, additional meter accuracy tests, upon reasonable notice to City and at a reasonable time acceptable to both parties. If the meter(s) is (are) found to be in error exceeding five percent (5%) true accuracy, it shall be recalibrated by the City as described in the preceding Paragraph 8, and the entire cost for such testing and recalibration shall be paid for by the City. If the meter is found performing within five percent (5%) true accuracy, the Meter accuracy test shall be paid by Bay Harbor Islands no later than thirty (30) days from receipt of an invoice from the City.
10. In the event of complete or partial failure of any meter to register, both parties shall mutually agree to establish consumption based on historic monthly average flows for the most recent wet or dry period as defined by the latest Miami-Dade County rate schedule in effect during the Term of this Agreement. The most

recent actual readings for a period of three (3) consecutive months of a wet or dry period will be used to represent that corresponding period until the meter is repaired. The City shall use reasonable commercial efforts to repair a failed meter within sixty (60) days of a determination by the City that the Meter has completely or partially failed.

11. The City will be under no obligation at any time to perform any re-pumping of sewage delivered to the City System by Bay Harbor Islands.
12. Bay Harbor Islands agrees to pay to the City an amount, as determined by the City, to cover all costs associated with the sewage flow from the Bay Harbor Islands System, per 1,000 gallons of sewage passing through the City's System; which sum shall be payable monthly. The cost of service shall include direct costs of operation, maintenance, depreciation, debt service, and a one and a half percent (1.5%) administrative fee. The actual amount shall be calculated, presented in a report to the City of Miami Beach Commission during its budget approval process, and approved by resolution. The adopted resolution shall be transmitted to Bay Harbor Islands as written notice of change of cost of service with an effective date.
13. Billing for services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the tenth (10th) day of the month following the month for which service has been provided, based on readings of the Meters taken by the City. Amounts billed on such invoices are due when rendered. In the event Bay Harbor Islands disputes a bill, Bay Harbor Islands shall provide the City with written notice of the reasons for non-payment within thirty (30) days of receipt of the bill, and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use reasonable good faith efforts to resolve the dispute within forty-five (45) days of the City's receipt of Bay Harbor Islands' notice. Except for any portion of a bill disputed, payment not received by the City on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge, as established by the City (such charge to reimburse the City for costs in processing and otherwise administering late payments). In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the City. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the City if hand delivered or mailed, or date of transfer to the City's bank, if electronic funds transfer is used.
14. Neither party shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the

exercise of due diligence; provided that the party claiming the excused performance has (i) promptly notified the other party of the occurrence and its estimated duration; (ii) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (iii) resumed performance as soon as possible.

15. To the extent provided by Florida law, both parties mutually agree to indemnify, defend, and hold harmless each other and their respective officers, agents, contractors, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by such officers, agents, contractors, or employees during the performance of the Agreement, except that neither party, nor its respective officers, agents, contractors, or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the other party, or any of its respective officers, agents, contractors, or employees, during the performance of this Agreement.
16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive reasonable costs and reasonable attorney's fees.
17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Bay Harbor Islands shall have a continuing obligation to notify the City of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

- If to the City:

Eric Carpenter, P.E., Director of Public Works
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

- If to Bay Harbor Islands:

18. The term of this Agreement (Term) shall be for an initial term of one (1) year, commencing upon execution by the parties hereto, as referenced by the Effective Date on page 1 hereof. This Agreement shall be automatically renewed for subsequent, consecutive terms of one (1) year each, subject to termination by either party, upon ninety (90) days written notice to the other.

19. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____
Date: _____

ATTEST:

TOWN OF BAY HARBOR ISLANDS

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 8.

ITEM: Approval of an **ordinance** on second reading amending the Town Code Section 23-9 which relates to the minimum size requirements of living units for residential development.

Enclosed is Town Planner Miller staff report, sample dwelling units exhibits and alternative draft text for the proposed ordinance.

DESCRIPTION:

This amendment was discussed at the last Council Meeting in February 2015. An alternative idea was discussed that if a den / study was included the DU size would need to be increased to at least the next highest DU minimum size (1BR + Den = 1,150 sq. / 2 BD + Den = 1,350 sq. ft.)

As instructed, after researching this issue, Michael Miller Planning Associates suggest the Town Council review the attached alternative draft text, discuss the issue, and instruct staff to move forward with a formal Code amendment. The Council will need to choose Exhibit A - Opt 1 or Opt 2 for adoption.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Proposed Ordinance - den	Minimum Floor Areas (Dens) Draft Ord Jan 21 2015.doc
2.	mm staff report - Options	BHI TC Updated Staff Report Den BR Feb 24 2015.pdf
3.	MM - exhibit	BHI TC Staff Report Sample DU Exhibits Feb 24 2015 (2).pdf

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING THE TOWN'S ZONING AND PLANNING
CODE; AMENDING ARTICLE I ENTITLED ZONING
REGULATIONS; AMENDING PROVISIONS IN SECTION
23-9 TO REQUIRE THAT DENS OR STUDIES THAT ARE
CONVERTED TO BEDROOMS MUST MEET THE
MINIMUM SIZE REQUIREMENT OF LIVING UNITS FOR
MULTI-FAMILY DEVELOPMENTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town has retained the services of urban planning professionals to study land development activities and land development regulations and to recommend strategies and/or Code modifications to address identified problems; and

WHEREAS, the Code has minimum size requirements of living units for certain multi-family developments depending on the number of bedrooms, and

WHEREAS, minimum sizes of living units were established by the Town to create a more attractive, luxurious and healthy life style, and

WHEREAS, dens and/or studies are not currently discussed or included in the minimum size requirements for living units for certain multi-family developments, and

WHEREAS, dens and/or studies are sometimes converted into a bedroom which may violate the minimum size requirements of living units for certain multi-family developments, and

WHEREAS, after studying of the issue, the Town Council finds that a need exists to modify the existing Code provisions to address den / study conversions into bedrooms as related to the minimum size requirement of living units for certain multi-family developments, and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify the existing Zoning Regulations to address den / study conversions within certain multifamily residential developments; and

WHEREAS, a public meeting was held before the Local Planning Agency (LPA) for the Town which is charged with reviewing proposed modifications to the Town's Zoning and Planning Code; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Article I entitled "Zoning Regulations", specifically Code Sections 23-9(4) to require that if dens and/or studies are converted into a bedroom prior Town approval is required and the minimum size requirements of a living unit must be met for certain multifamily residential developments, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become

and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of ____, 2015.

PASSED on Second Reading this ____ day of ____, 2015.

ROBERT H. YAFFE
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands, Florida
Zoning and Planning Code – Chapter 23

ARTICLE I. ZONING REGULATIONS

Sec. 23-9. - Minimum size of living units in all use districts.

Every building hereafter erected, constructed, reconstructed or structurally altered, shall provide a floor area, per family, of no less than the following:

- (1) No single-family residence may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 1,500 square feet; provided, however, that on waterfront lots no residence may be erected or constructed with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (2) No duplexes or two-family residences may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (3) No apartment house, bungalow court, or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than 2,500 square feet.
- (4) No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional bedroom. No den or study shall be converted into or used as a bedroom without the prior written consent of the Town. If a den or study is used or converted into a bedroom the dwelling unit size must meet the minimum square footage criteria listed herein and meet all applicable Building Code criteria. All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of 25 square feet of area with at least seven feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.

- (5) Hotel rooms (intending to mean a hotel room available for housing accommodation to hotel guests) must average at least 340 square feet, but may not be less than 300 square feet, inclusive of closet area and bathroom area, within the inside limiting walls of a hotel room unit.
- (6) Notwithstanding the above, for residential uses in the B-1 Business district, the following minimum square footages may be provided if included as part of a site development plan approved by the town: 650 square feet for a studio unit, 800 square feet for a one-bedroom unit and 950 square feet for a two-bedroom unit. For each additional bedroom, a minimum of 150 square feet of additional floor area shall be provided.

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

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MM*
Consultant Town Planner

Date: February 24th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Use or Conversion of Dens / Studies into Bedrooms
Minimum Size of Living Units
MMPA Acct. No.: 01-0702-0500A

ISSUE

The Town recently became aware of a developer marketing a new multi-family project, wherein some of the dwelling units included a "den", and a real estate advertisement stated that a den could be converted into another bedroom. Due to the Town's minimum dwelling unit size requirements (based on the number of bedrooms), the use of a den / study as a bedroom or a conversion of a den / study into a bedroom may not be possible if the minimum square footage cannot be met. The Town's Code is currently silent as to this issue. Section 23-9 of the Town's Code regulates the minimum size requirements of various types of living units. If dens / studies are converted to bedrooms, they may violate the minimum size requirement of living units.

MMPA was requested to study this and provide suggested text language to address this issue. This was presented at the February 2015 Town Council. The Town Council passed the item on 1st reading but MMPA was requested to provide alternative Code provisions for consideration.

ANALYSIS

MMPA researched several (12) local municipal Codes to determine how others have addressed this issue, if at all. While about 50% of the surveyed local municipal Codes are silent on the issue, a few (2) require minimum sizes for units that include dens. In those instances a den requires some increase in square footage (100-150 sq. ft.). One community states that if a den is supplemental to a living room it must be counted as a bedroom. Some mention dens only in relation to the number of off-street parking spaces required. Most cites have progressive parking requirements (more bedrooms / den = more parking spaces) but they generally allow less parking than the Town. The Town uniformly requires 2 parking spaces per DU.

**Town of Bay Harbor Islands
Town Commission Staff Report
Potential Land Development Code Amendment
Use or Conversion of Dens / Studies into Bedrooms
Minimum Size of Living Units
February 24th, 2015
Page 2**

Discussions with the Town's Building Official indicate that the Miami-Dade County Property Appraiser defines a bedroom as having a closet; however, the Florida Building Code does not. The Town's Code does not define a den or bedroom. Additionally, the Florida Building Code states that sleeping rooms must have 2 means of escape below the 4th floor but light and ventilation requirements mandate a window for every sleeping room.

MMPA reviewed a number of the Site Development Plans for multi-family developments previously reviewed / approved by the Town and note that not all "dens" have a window / second means of escape, and would not always meet the minimum size requirements if the den was converted into a bedroom. Many of the "dens" are shown as an open room (no doors) connected to a living room or hallway, while others show doors. After the Town approves a development and the DU is occupied, it would be easy for the occupants to convert a den / study into a bedroom without the Town's / HOA / Property Appraiser's knowledge (interior work).

Section 23-9 of the Town's Code regulates the minimum size requirements of DU for all types of residential development. MMPA notes that the minimum size required for single-family homes (1,500 sq. ft. dry lot / 2,000 sq. ft. water lot) and duplexes (2,000 sq. ft.) are large enough that this issue does not need to be addressed. For multi-family DU an efficiency unit may not be less than 750 sq. ft., a 1 bedroom unit must be at least 900 sq. ft., a 2 bedroom unit must be at least 1,150 sq. ft., and for each additional bedroom an additional 200 sq. ft. is required.

MMPA feels some new text should be considered for the Town Code to address this issue. Our original recommendation was that rather than trying to set a minimum square footage for any den / study (they come in all shapes and sizes) a definitive statement as to conversions would seem to address this issue. There may be illegal situations existing and/or modifications made to units after occupancy occurs the Town is not aware of. This becomes an enforcement action if the situation is discovered. At the February 2015 Town Council meeting an alternative idea was discussed that if a den / study was included the DU size would need to be increased to at least the next highest DU minimum size (1BR + Den = 1,150 sq. ft. / 2 BR + Den = 1,350 sq. ft.).

SUMMARY

The Town became aware that a developer was marketing a new multi-family project, wherein some of the DU included a "den", and their real estate advertisement stated that, as an option, a den could be converted into another bedroom. Due to the Town's minimum dwelling unit size requirements (based on the number of bedrooms), the use of a den / study as a bedroom or a conversion of a den / study into a bedroom may not be possible if the minimum square footage cannot be met. Section 23-9 of the Town's Code regulates the minimum size requirements of various types of living units. If dens / studies are converted to bedrooms, they may violate the minimum size requirement of living units. While a "den / study" would be part of the overall square footage of a dwelling unit they are not required to count toward the minimum size of living units to meet the "bedroom" criteria.

As instructed, after researching this issue, MMPA suggests the Town Commission review the attached alternative draft text, discuss the issue, and instruct staff to move forward with a formal Code amendment as suggested or with any modifications desired.

EXHIBIT A – Alt. 1

Amendments to the Town of Bay Harbor Islands, Florida Zoning and Planning Code – Chapter 23

ARTICLE I. ZONING REGULATIONS

Sec. 23-9. - Minimum size of living units in all use districts.

Every building hereafter erected, constructed, reconstructed or structurally altered, shall provide a floor area, per family, of no less than the following:

- (1) No single-family residence may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 1,500 square feet; provided, however, that on waterfront lots no residence may be erected or constructed with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (2) No duplexes or two-family residences may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (3) No apartment house, bungalow court, or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than 2,500 square feet.
- (4) No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional bedroom. **No den or study shall be converted into or used as a bedroom without the prior written consent of the Town. If a den or study is used or converted into a bedroom the dwelling unit size must meet the minimum square footage criteria listed herein and meet all applicable Building Code criteria.** All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of 25 square feet of area with at least seven feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.

- (5) Hotel rooms (intending to mean a hotel room available for housing accommodation to hotel guests) must average at least 340 square feet, but may not be less than 300 square feet, inclusive of closet area and bathroom area, within the inside limiting walls of a hotel room unit.
- (6) Notwithstanding the above, for residential uses in the B-1 Business district, the following minimum square footages may be provided if included as part of a site development plan approved by the town: 650 square feet for a studio unit, 800 square feet for a one-bedroom unit and 950 square feet for a two-bedroom unit. For each additional bedroom, a minimum of 150 square feet of additional floor area shall be provided.

EXHIBIT A – Alt. 2

Amendments to the Town of Bay Harbor Islands, Florida Zoning and Planning Code – Chapter 23

ARTICLE I. ZONING REGULATIONS

Sec. 23-9. - Minimum size of living units in all use districts.

Every building hereafter erected, constructed, reconstructed or structurally altered, shall provide a floor area, per family, of no less than the following:

- (1) No single-family residence may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 1,500 square feet; provided, however, that on waterfront lots no residence may be erected or constructed with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (2) No duplexes or two-family residences may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (3) No apartment house, bungalow court, or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than 2,500 square feet.
- (4) No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional bedroom. **No den or study shall be converted into or used as a bedroom without the prior written consent of the Town. If a den or study is used or converted into a bedroom the converted area must meet all applicable Building Code criteria. If a den or study is provided the dwelling unit size shall be increased to at least the next highest bedroom square footage.** All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of 25 square feet of area with at least seven feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.

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LEVEL 4

	REQ. NET AREA PER UNIT	PROV. NET AREA PER UNIT	GROSS AREA
UNIT #1 - 1 BR/DEN , 2 BATH	900	961.28	1,060
UNIT #2 - 2 BEDROOM , 2 BATH	1,150	1,150.73	1,222
UNIT #3 - 2 BEDROOM , 2 BATH	1,150	1,151.08	1,213
UNIT #4 - 2 BEDROOM , 2 BATH	1,150	1,202.95	1,266
UNIT #5 - 2 BEDROOM , 2 BATH	1,150	1,151.47	1,220
UNIT #6 - 3 BEDROOM , 2 BATH	1,350	1,350.24	1,466

TOTAL SELLABLE AREA

7,447

CIRCULATION & SERVICES

601

CATWALK

647

BALCONIES

1,396

TOTAL

10,091

LEVEL 5

TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)

7,447

CIRCULATION & SERVICES

638

CATWALK

707

BALCONIES

1,396

PLANTERS

244

TOTAL

10,432

LEVEL 6

TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)

7,447

CIRCULATION & SERVICES

638

CATWALK

643

BALCONIES

1,447

TOTAL

10,175

LEVEL 7

TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)

7,447

CIRCULATION & SERVICES

638

9821 E BHD



RESIDENCE

ADAPTMENT R I C

Project :

ARCHITECT OF

H. BENSON
ARCHITECTS, P.A.

inner architect

0'-1" K PROVIDED
SETBACK REQ. UP TO 30' HIGH

20'-0" SETBACK UP TO 30' HIGH

32'-2" FLEX PROVIDED

21'-0" FRONT SETBACK
129'-6 1/2" BUILDING LENGTH

30'-0 3/4" SETBACK PROVIDED
30'-0" SETBACK REQ. UP TO 75' HIGH

10'-2" FLEX PROVIDED

MASTER BEDROOM 304

LIVING ROOM 301

LIVING ROOM 301

MASTER BATH 305

KITCHEN 302

KITCHEN 302

VESTIBULE 303

BATH 307

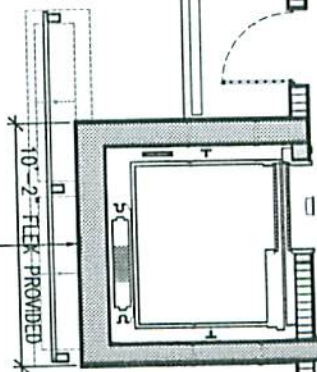
VESTIBULE 303

123.5 SLF
13'-0" 9'-6"

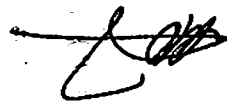
BEN 310

BEDROOM 305

8 TENANT STOR. 109



AN

DRAWING TITLE		NO.		REVISION		DATE		BY	
LEVEL 3 FLOOR PLAN									
SCALE 1/8" = 1'-0"		DATE JUNE 14, 2013		SHEET NUMBER					
SIGNATURE 									
BAY VIEW 102 NEW APARTMENT BUILDING 1133-1145 - 102ND STREET BAY HARBOR ISLANDS, FLORIDA 33154									
PHONE: 212-426-8400									

LOTS 12 AND 13, BLOCK 5, BAY HARBOR ISLAND, RECORDED IN
PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA

Property Address:
1131-1147 102nd STREET
BAY HARBOR ISLAND, FLORIDA 33154
MIAMI-DADE COUNTY, FLORIDA

ARCHITECTURAL ANALYSIS

THE EXISTING SITES HAS 4 DETACHED SINGLE FAMILY BUNGALOW - TYPE
UNITS WHICH EXHIBITS 1950S CONTEMPORARY ARCHITECTURE AS SEEN IN
THE EXISTING SITE PHOTOS AND SURVEY.

UNIT TYPE	# OF UNITS	AREA	# OF BEDRS / # OF BATHS
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UNIT 1	6	1,154 SF	2 BD / 2 BTH
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UNIT 2	6	1,152 SF	2 BD / 2 BTH + DEN
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UNIT 3	6	1,200 SF	2 BD / 2 BTH
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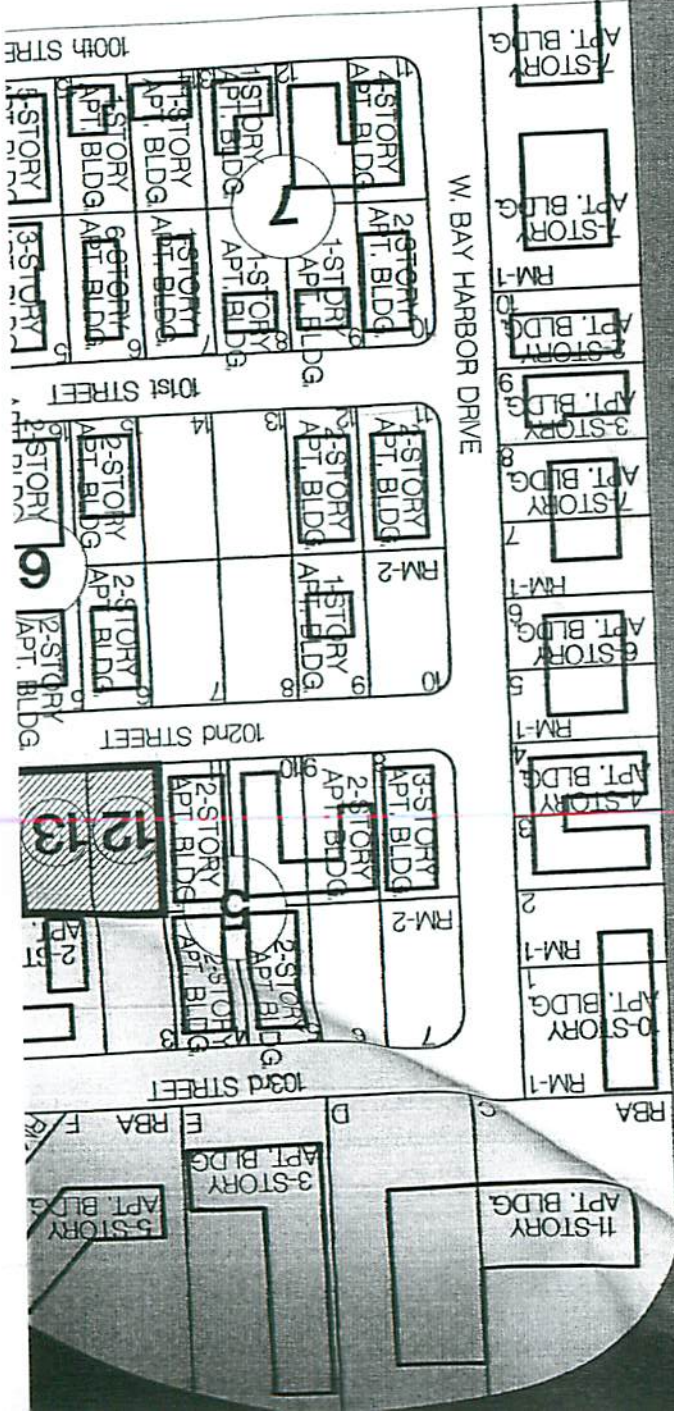
UNIT 4	6	1,095 SF	1 BD / 2 BTH + DEN
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UNIT 5	6	1,175 SF	2 BD / 2 BTH + DEN
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UNIT 6	6	952 SF	1 BD / 2 BTH + DEN
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UNIT 7	6	1,275 SF	2 BD / 2 BTH + DEN
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TOTAL APARTMENT AREA	48,630 SF
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NOTE: LAND DESIGNATION FOR PROPERTY
MEDIUM-HIGH DENSITY RESIDENTIAL

26'-6" (FLEX)

MASTER
BEDRM.

W.I.C.

M.
BATH

AC

ELEV

ELEV

MASTER
BEDROOM

W.I.C.

MASTER
BATH

ROOF/TERRACE
520 SF

GREAT ROOM

K.

WD

BEDRM.
2

BATH
CL

DEN

10'-0"
10'-0"

AC

ROOF
TERRACE
190 SF

MASTER
BEDRM.

W.I.C.

MASTER
BATH

AC

GREAT ROOM

KITCHEN

BATH
2

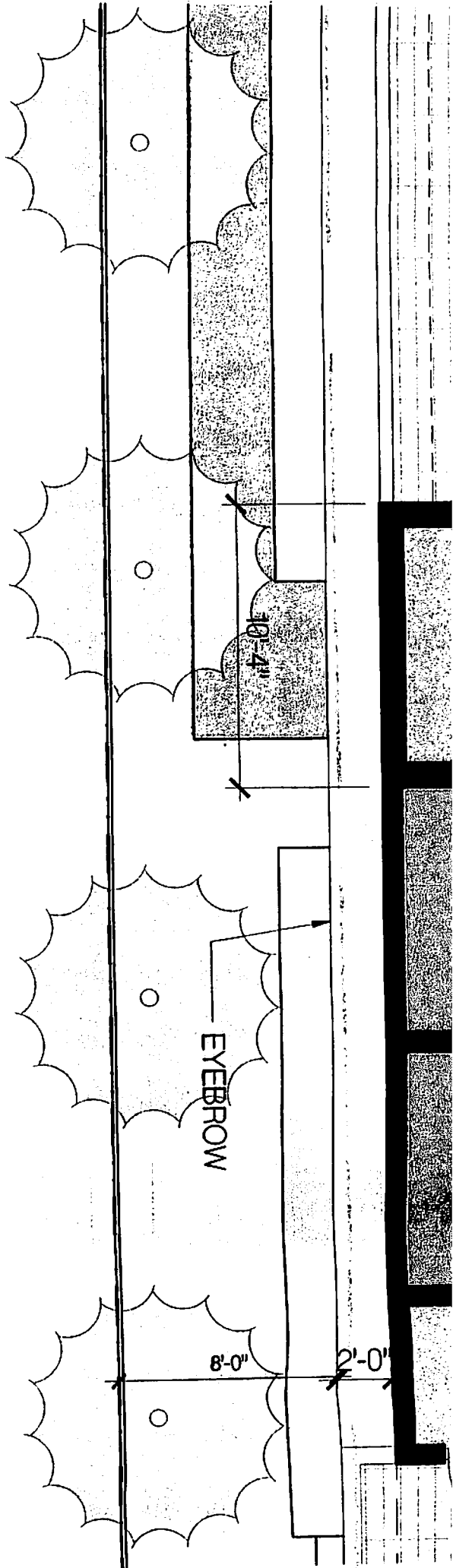
BEDRM.
2

ELECT.
ROOM

CL
WD

13'-6" (FLEX)

ROOF/TERRACE
640 SF



OWNER / DEVELOPER

1150 - 101 ST BH, LLC

WEISS . WEISS . KATZMAN

1111 KANE CONCOURSE SUITE 217

BAY HARBOR ISLANDS, FLORIDA 33154

PHONE: 305.864.3777

1150 101 STREET

NEW CONDOMINIUM BUILDING

1150 101 STREET

BAY HARBOR ISLANDS, FLORIDA 33154

A-2.02
A-2.03
A-2.04
A-3.01
L-1
L-2
L-3
C-1
C-2
C-3
E-1.01

EAST ELEVATION
NORTH ELEVATION
WEST ELEVATION
SECTION
LEVEL 1 PLANTING PLAN
ROOF LEVEL PLANTING PLAN
PLANTING DETAILS
PAVING, GRADING, & DRAINAGE P
WATER & SEWER PLAN
PAVEMENT MARKINGS & SIGNAGI
PHOTOMETRICS LEVEL 1

LEGAL DESCRIPTION

LOT 7, BLOCK 7, BAY HARBOR ISLAND, RECORDED IN PLAT
BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

Property Address: 1150 101 STREET
BAY HARBOR ISLAND, FLORIDA 33154
MIAMI-DADE COUNTY, FLORIDA.

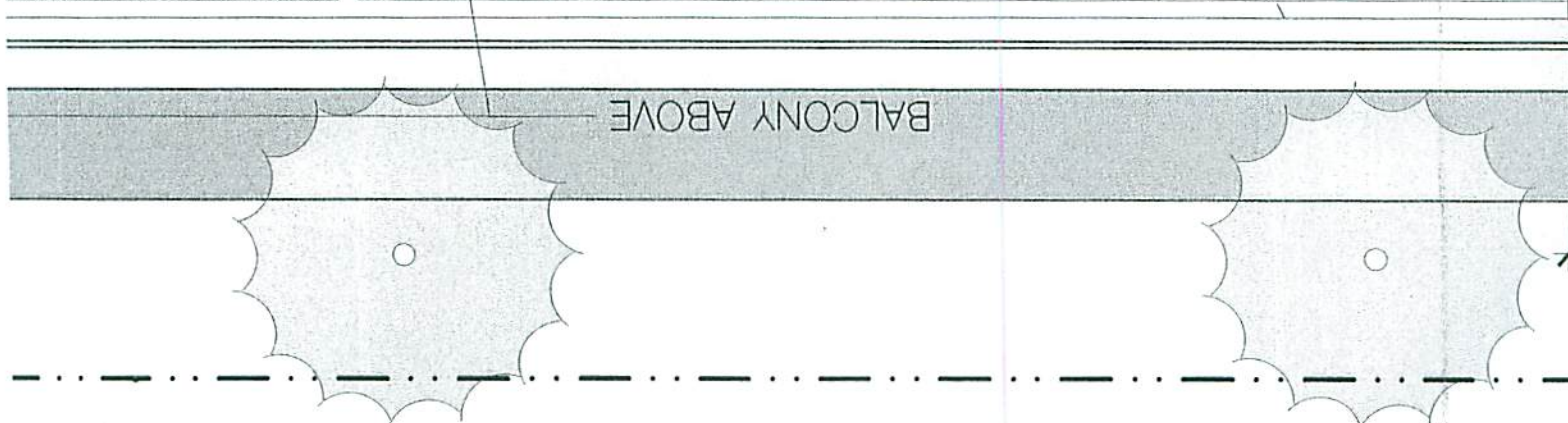
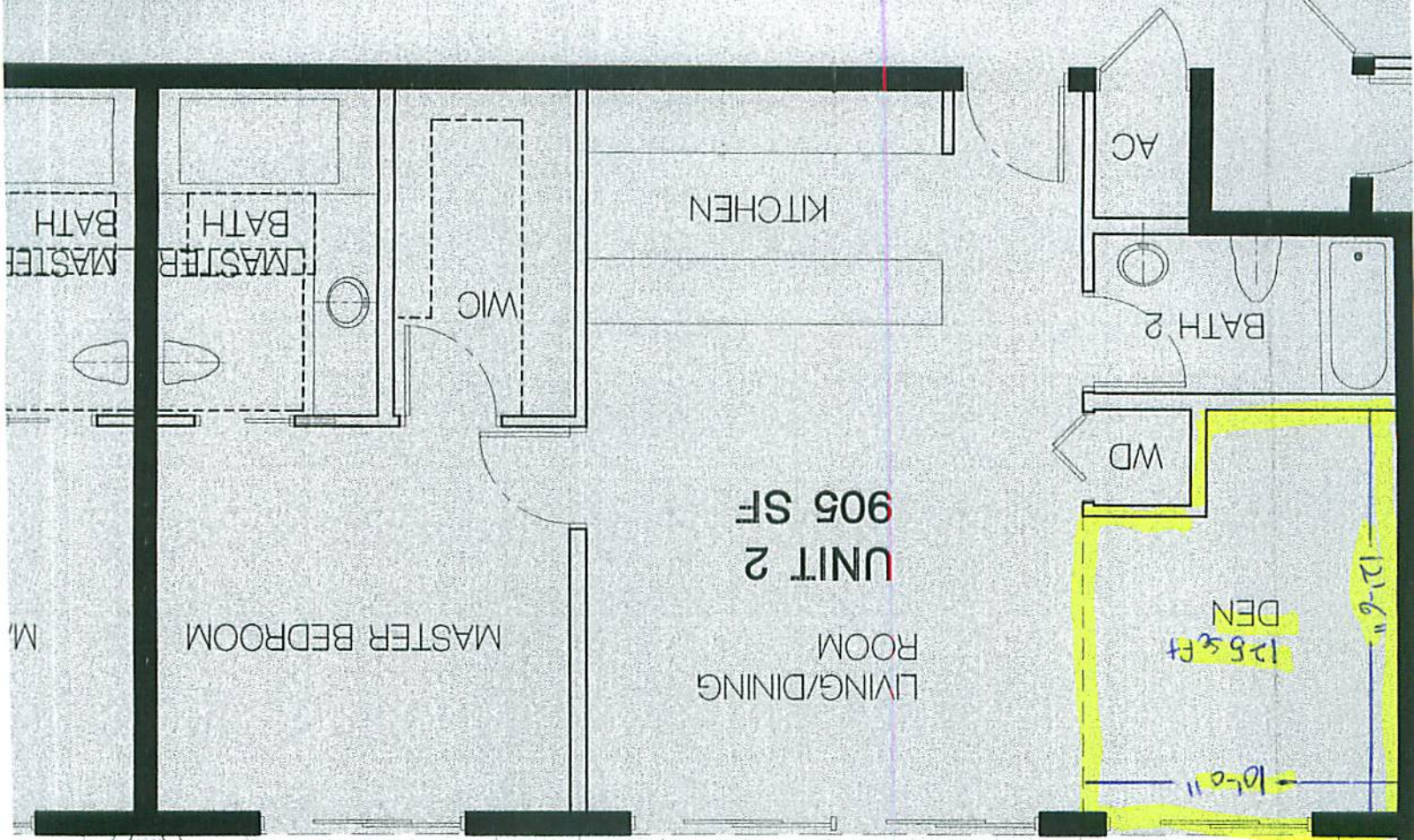
ARCHITECTURAL ANALYSIS

THE EXISTING BUILDING ON SITE (TO BE DEMOLISHED) IS A ONE STORY
APARTMENT BUILDING OF MASONRY & STUCCO CONSTRUCTION BUILT IN THE
1950'S. THE BUILDING IS AN EXAMPLE OF MASONRY VERNACULAR-MIMO
ARCHITECTURE.

UNIT TYPE	# OF UNITS	AREA	#OF BEDRS/# OF BATHS
UNIT 1	6	1,060 SF	1 BD / 2BTH + DEN
UNIT 2	5	905 SF	1 BD / 2 BTH + DEN
UNIT 3	5	1,265 SF	2 BD / 2 BTH + DEN
UNIT 4	1	1,365 SF	3 BD/ 2 BTH
TOTAL APARTMENT AREA		18,575 SF	

BUILDING SETBACKS		REQUIRED	PROVIDED
FRONT:	UP TO 30' HIGH	20'	20'
	UP TO 45' HIGH	25'	30'

CORRIDOR



120'-0" (BUILDING LENGTH)

150'-0"

ROOF TERRACE
750 S.F.

SUMMER
KITCHEN

CL

BEDROOM 2

DEN

120 S.F.

AC

12'-0"

10'-0"

GREAT ROOM

UNIT 3
1,265 SF

KITCHEN

BATH 2

WD

DEN

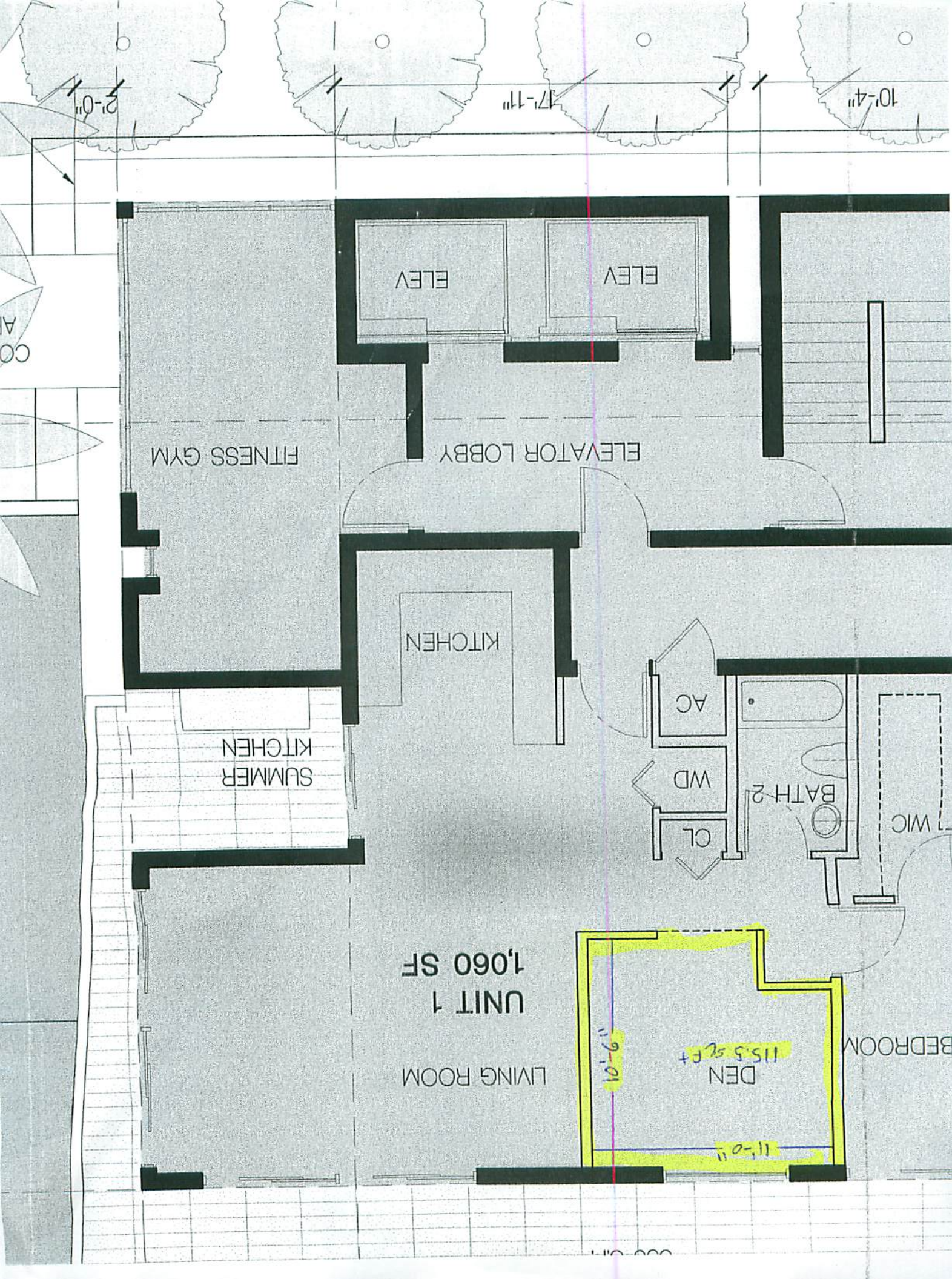
CL

WIC

MASTER BEDROOM

MASTER
BATH

SUMMER
KITCHEN



UNIT 1
1,060 SF
LIVING ROOM

DEN
11'-5" x 11'-0"

SUMMER KITCHEN

KITCHEN

FITNESS GYM

ELEVATOR LOBBY

ELEV

ELEV

AC

WD

CL

BATH 2

WIC

BEDROOM

CO
A

10'-0"

17'-11"

10'-4"

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 9.

ITEM:

Consideration and **Approval** on second reading of an Ordinance requested by Council Member Reid amending Chapter 9 of the Town Code to prohibit the use of Styrofoam products. Enclosed is the proposed ordinance.

DESCRIPTION:

This ordinance was approved on first reading at the last Council meeting. Other municipalities have adopted similar ordinances such as the City of Miami Beach, the Village of Key Biscayne and Bal Harbour Village. Enclosed is the proposed ordinance for second reading.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	Ordinance	2015.01.26 Ordinance-Styrofoam Prohibition.docx
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ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED
CODE OF ORDINANCES ENTITLED SOLID WASTE
COLLECTION; AND SPECIFICALLY ADDING AND
REVISING DEFINITIONS TO SECTION 9.1 AND ADDING
A NEW SECTION 9-27 PROHIBITING EXPANDED
POLYSTYRENE FOAM PRODUCTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, expanded polystyrene foam food containers and drink cups (commonly and incorrectly referred to as "Styrofoam") are non-degradable and create difficulties for the operation of an environmentally and financially responsible program of solid waste management; and

WHEREAS, expanded polystyrene foam products often enter the Town's storm drains and watersheds, thereby posing a threat to the natural environment; and

WHEREAS, some medical studies have indicated that chemicals in expanded polystyrene foam are carcinogenic and may leach into food or drink, thereby causing health risks to humans; and

WHEREAS, products which are bio-degradable and easily recyclable offer an environmentally preferable alternative to products that contain expanded polystyrene foam; and

WHEREAS, in order to decrease the use of certain expanded polystyrene foam products in the Town of Bay Harbor Islands, it is necessary to regulate such use:

WHEREAS, the Town Council, based upon the foregoing, wishes to prohibit the use of expanded polystyrene foam products within the Town;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA:**

Section 1: That the Town of Bay Harbor Islands Solid Waste Collections Code is hereby amended to amend Section 9-21 entitled Definitions and adding a new Section 9-27, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect one hundred and eighty (180) days upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2015.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2015.

Robert Yaffe
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 9 – SOLID WASTE COLLECTION

ARTICLE II. – COLLECTION.

Sec. 9-21. - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Bagging, bagged. Placement of garbage, waste or debris in a plastic bag with proper closure and securing of the opening of the bag so that it will not open and allow loose garbage, waste or debris to spill out of the bag onto the street or property.

Biohazardous waste. Any solid waste or liquid waste which may present a threat of infection to humans. The term includes but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used disposable sharps; human blood, and human blood products, any body fluids; and other materials which represent a significant risk of infection to persons outside of the generating facility.

Biohazardous waste contractor. A private waste contractor who collects and disposes of biohazardous waste.

Bulk waste. Waste which requires special handling, including but not limited to, large boxes, cartons, containers, bulky quantities of papers and books, furniture, furnishings, bulky household items and all other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices and business places.

Bulk yard waste. Waste which requires special handling, including but not limited to, any landscape debris too large to be bagged or containerized such as bushes and shrubbery, accumulation of tree branches, tree limbs or parts of trees which are up to three inches in diameter thickness and do not exceed four feet in length.

Commercial establishment. An establishment dealing in an exchange of goods or services for money or barter. For the purposes of this chapter the term shall include but shall not be limited to churches, synagogues and schools when applicable.

Commercial refuse. All solid waste produced by commercial establishments.

Construction materials. Wood, masonry or other materials used in construction, remodeling or repair of buildings or structures.

Curbside. Areas between the sidewalk and street edge; or in areas without sidewalks, the area between the edge of the traveled portion of any public or private street and the property line not to exceed ten feet, and no closer than ten feet to the adjacent property.

Dumpster. A container approved by the waste industry with a tight-fitting top and a minimum capacity of one-half cubic yard or 100 gallons, approved for use by the town. For purposes of this chapter, compactor containers shall be considered dumpsters.

Expanded Polystyrene Foam. Blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene).

Expanded Polystyrene Foam Products. All plates, bowls, cups, lids, trays, food containers, coolers, ice chests, and all similar articles that consist of Expanded Polystyrene Foam. (Expanded polystyrene foam products are commonly but incorrectly referred to as “Styrofoam”).

Food Service Business. Restaurants (defined below), stores, vending trucks, food carts, and any other businesses selling or providing food and drink for consumption on or off the premises or at events.

Garbage. Every refuse accumulation and all waste materials of any type and nature formerly used by humans, human consumption and use, including, but not limited to, food, food byproducts, kitchen waste, nonbulky paper and paper products, cans, boxes, food containers of any type and all other materials that are subject to decay, putrefaction and degeneration and/or production of noxious or offensive gases or odors, or which during or after decay may serve as breeding or feeding materials for flies or other germ-carrying insects.

Garbage can or container. A container of a size and capacity suitable for holding bagged garbage or trash, which container shall be subject to the approval of the town, and which shall have a tight-fitting solid top.

Garbage or waste facility. Includes dumpster and waste container.

Garbage or waste storage facility. A structure enclosed on bottom and all sides (except the top which may be open or closed) constructed of solid material and having sufficient capacity to hold all garbage facilities required for a particular establishment. A town permit shall be required for construction of this storage facility and it shall be so constructed as to be compatible in appearance with the building which it services.

Hazardous waste. Solid waste or a combination of solid wastes, which, because of its quality, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed. Such wastes include, but are not limited to, oils, paint, lead-acid batteries, chemicals, whole tires, biohazardous wastes.

Hazardous waste contractor. A private waste contractor who collects and disposes of hazardous waste.

Industrial waste. All waste and debris generated by construction, land clearing, excavating of structures, roads, streets, sidewalks or parkways, including waste collected for recycling, and including, but not limited to, oil, grease and petroleum.

Landscape debris. The refuse attending the care of lawns, shrubbery, vines, palms and trees, including, but not limited to, all accumulation of lawn grass, or shrubbery cuttings or clippings and leaf rakings (free of dirt, rocks, tree branches, limbs, parts of trees, bushes, and bulky or noncombustible materials), all of which can be containerized in waterproof containers.

Landscape firm. Landscape architects, landscape contractors, landscape maintenance firms, gardeners and persons doing business in the town and creating garden trash or special handling trash.

Multifamily residence. A building occupied or intended to be occupied by two or more families living separately with separate cooking facilities in each unit.

Occupant. Any person using or having actual possession of any building, lot, premises, or part thereof.

Operator or manager. Any person who has control or use of or is in charge of or has responsibility for the care of any building or lot, or premises or part thereof.

Owner. Any person, firm, corporation or other legal entity, who individually, jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, property holder or any other person, firm, corporation or legal entity having a vested or contingent interest, or in the case of a leased premises, the legal holder of the lease, or his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation or legal entity responsible for the construction, maintenance and operation of the building, facilities or premises involved.

Person. Any individual, firm, association, joint venture, partnership, limited partnership, corporation, joint stock association, estate, trust, syndicate, fiduciary or business entity, whether singular or plural, public or private.

Private waste collector/contractor. Any person or firm engaged in the business of collecting and disposing of waste within the town limits of Bay Harbor Islands who has a current occupational license for conducting such activity issued by the town.

Recyclable material. Those materials which are capable of being recycled and which would otherwise be processed or disposed of as waste.

Recycling. Any process by which materials which would otherwise become solid waste, are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

Recycling container. A container approved by the town for use for collection of recyclable material by the town or by approved town licensed contractor.

Recycling contractor. A contractor licensed by the town to collect recyclable materials and transport them to a state- or county-licensed recycling facility for processing which will return them to use in the form of raw materials or products.

Residential refuse. All garbage and rubbish originated in a dwelling or residence, whether single-family or multifamily.

Restaurant. A commercial establishment maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or about the premises, or a commercial establishment where prepared food is called for, delivered to or taken out by customers, not otherwise provided for herein.

Roll off compaction container. A roll off designed to hold or receive compacted trash or garbage.

Roll off container. An open metal container approved for use by the town, with a minimum capacity of ten cubic yards, designed to be transported by a motorized vehicle, used for the purpose of removing construction debris, which includes rock, metal and other materials used in connection with a construction project or for the removal of large quantities of trash and bulky waste.

Roll off contractor. A private waste contractor licensed by the town who uses roll off containers for the collection and disposal of construction debris and large quantities of bulky waste but not garbage or commercial refuse.

Rubbish or trash. Refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other business places; any bottles, cans, or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects; trash shall not include industrial waste as defined above.

Special handling garden trash. Accumulation of palm fronds, bushes, shrubbery, tree branches, tree limbs, parts of trees, that are over three inches in diameter and not exceeding four feet in length, all of which is too large to be containerized.

Trash. Any small quantity of non-garden trash, such as boxes, cartons, containers, etc.

Waste container. A container made of durable plastic of a capacity provided by the town for collection of solid waste awaiting pickup and disposal. Such container shall have two wheels for transporting, a metal bar by which it may be lifted, and shall have a water tight attached solid top.

Waste/solid waste. Includes bulky waste, commercial refuse, garden trash, tree and shrubbery trash, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, and commercial operations.

White goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard waste. Refer to "Landscape debris."

...

Sec. 9-26. - Littering; throwing material in drains and sewers.

It shall be unlawful to throw any paper, trash, garbage or debris upon any street, alley, park, waterway, bay or other public or private property in the town; or to cast or throw or cause to be cast or thrown into any of the gutters, drains or sewers within the Town of Bay Harbor Islands any garbage, trash, tree or grass cuttings, or other substance calculated to cause any obstruction or nuisance to the gutters, drains, or sewers.

Sec. 9-27. – Prohibition of Expanded Polystyrene Products.

Food Service Businesses shall be prohibited from selling or providing food and drink in or on Expanded Polystyrene Foam Products in the Town of Bay Harbor Islands.

SEC. 9-287. - Penalty; notice; lien.

- (a) Any person who shall violate any of the provisions of this chapter shall be punished in accordance with the provisions of section 1-8
- (b) Violation of the provisions of this chapter creates a civil liability in addition to the penalty provisions of section 1-8. The civil liability of the owner, operator and occupant of the property shall be as follows:
 - (1) The town shall have the right to remove any container, garbage or trash, landscape debris, special-handling landscape debris and trash that is in violation of this chapter, and to levy and charge the owner of the property a fee as determined by the town but in the amount of not less than \$50.00 for each violation, plus the costs to the town of removal and/or correction of any violation of this chapter.
 - (2) Notice of the fee charged by the town for violation shall be sent to the property owner, operator or occupant at the last address of record by certified mail, return receipt requested and regular mail.
 - (3) Any owner, operator, or occupant who violates any provision of this chapter shall be subject to the provisions of chapter 5¾ of the Code and shall be entitled to notice and a hearing as provided therein.
 - (4) The town shall have the right to suspend any occupational license issued by the town to an owner, operator, or occupant until all violations have been satisfied and all penalties have been paid.
 - (5) All fees pursuant to this chapter that are not paid within 30 days after mailing notice shall constitute, and are hereby imposed as, special assessment liens against the real property aforesaid, and until fully paid and discharged, or barred by law, shall remain liens equal in rank and dignity with the lien of the town ad valorem taxes. Unless otherwise provided in this chapter, such fees shall become delinquent if not fully paid within 30 days after the due date. Delinquent fees not paid within 30 days from the date same became due and payable shall be increased by ten percent of the fee. Thereafter, delinquent fees and penalty assessment shall accrue interest monthly at the highest statutory rate until paid. Unpaid and delinquent fees, together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property involved for a period of ten years from the due date thereof, and be renewed. Such special assessment liens for fees and penalties may be enforced by any of the methods provided in F.S. ch. 86 or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provision of F.S. ch. 173 or the collection and enforcement of payment thereof may be accompanied by any other method authorized by law.
 - (6) All delinquent fees pursuant to this section shall constitute special assessment liens and the town clerk shall cause to be filed in the office of the clerk of the circuit court of the county a notice of lien or statement showing a legal description of the real property against which the lien is claimed, its location by street and number, the name of the owner as reflected by the records of the town, an accurate statement of the total amount of unpaid and delinquent fees claimed to be due, and a copy of such notice of lien shall be mailed to the owner of the property involved, as shown by the records of the town. Such notices of lien shall be filed in a special lien docket book maintained by the clerk for the circuit court or of the town for such purpose, which shall contain such liens as

have been filed. Such liens, if filed, may be discharged and satisfied by the payment to the town of the aggregate amounts specified in the notice of lien, together with interest thereon from the date of filing of the lien, of filing of the lien, computed at the highest statutory rate, together with administrative costs and filing and recording fees. When any such lien has been paid or discharged, the town shall promptly cause evidence of the satisfaction and discharge of such lien to be entered in the waste lien docket book and in the public records. Any person, firm, corporation or legal entity, other than the present owner of the property involved, who pays any such lien shall be entitled to receive an assignment of the lien held by the town and shall be subrogated to the rights of the town in respect to the enforcement of such lien.

- (7) The town shall recover attorney's fees, court costs, and costs of enforcement and investigation in any action to enforce this chapter.
- (8) The town manager is hereby delegated and shall have the full authority of the town council to promulgate regulations to enforce and administer the provisions of this chapter.

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on first reading amending the Town Code Section 13.13 to allow garage sales to take place outside a building in an area not visible from the street. Enclosed is the proposed ordinance.

DESCRIPTION:

At the last Town Council Meeting Janice Silver, a resident of the Town, came forward to discuss the issue and asked the Town Council to consider amending the Town Code to allow for garage sales to take place outside in an area not visible from the street.

Town Council consensus was for staff to prepare a draft ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	2015.02.24 V2 Garage Sale Ordinance.docx
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 13-13 REGARDING GARAGE SALES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, at the request of residents of the Town, wishes to allow garage sales to take place outside multi-family buildings in the RM-1 and RM-2 Districts, in an area not visible from the street;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 13-13 of the Town Code shall be amended as follows:

Sec. 13-13. - Auction sales, garage sales and sales of any kind outside buildings; penalty for violation.

- (a) *Auction sales of gold, silver, etc.* Auction sales of gold, silver, jewelry, precious stones, artwork, bric-a-brac, antiques and copies of antiques are prohibited in the B1 district of town.
- (b) *Sales outside buildings.* All sales of property, sales material, and displays related thereto in any part of the town not conducted or maintained in a building, are prohibited, except for Garage Sales, as set forth below.
- (c) *Garage sales.* "Garage Sales" are defined as informal sales of several articles of personal property to a number of different buyers in the residential districts of the Town. Garage Sales are prohibited except as conducted in the following manner:
 - (1) A Garage Sale is limited to three (3) days in one (1) year by any one person, by any one (1) family, or by any one (1) group.
 - (2) Only one (1) printed black and white sign can be used by the seller and during the sale days only, bearing only the words "Garage Sale," being no larger than two (2) feet square, being placed only on the premises of the sale, and being approved by the Town Manager as in compliance with this section.
 - (3) No merchandise ~~can~~ shall be displayed outside a building that is visible from the street or be visible from the exterior of the building, it being the intent that the Garage Sale and all merchandise to be sold shall be ~~wholly~~ inside of a building or be confined to an area outside the building that is not visible from the street. and be visible from the interior only.
 - (4) A permit must be obtained from the Town for each Garage Sale, the cost of such permit being \$50.00.
 - (5) All articles sold must be owned by the person in whose premises the sale is being conducted.
- (d) *Penalty.* Any person who shall violate any of the provisions of this ordinance shall be punished in accordance with the provisions of section 1-8 of this Code.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties is provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on second reading.

PASSED this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this ____ day of _____, 2015 on second reading.

MAYOR

ATTEST:

TOWN CLERK

**WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERSCORED WORDS ARE ADDITIONS**

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 11.

ITEM: Consideration and approval of an ordinance on first reading amending the Town Code Section 23-12 (15)(g)1 to allow properties on the RM-2 to construct pools, pool deck and pool equipment on the street side yard on corner lots. Enclosed is the proposed ordinance.

DESCRIPTION:

This issue came to the Town Council for discussion at the request of a resident/developer in the Town. After discussion, the consensus of the Town Council was to have staff draft a proposed ordinance amending the code to permit pools on the street side yard for properties located in corner lots on the East Island. The same provision exists for resident on the West Island.

Enclosed is the proposed ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Robert Yaffe, Mayor

ATTACHMENTS

1.	Proposed Ordinance	swimming pools - for merge.docx
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 23-12(15)(g)x TO ALLOW PROPERTIES ON THE RM-2, MULTIPLE FAMILY DISTRICT TO CONSTRUCT POOLS, POOL DECK AND POOL EQUIPMENT ON THE STREET SIDE YARD ON CORNER LOTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, at the request of residents of the Town, wishes to allow the construction of swimming pools, pool decks and equipment on the street side yard setback on corner lots on the RM 2 district;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Amending Section 23-12(15)(g)x as follows:

- x. Notwithstanding the above restrictions, a swimming pool and/or swimming pool decking may be constructed in a street side yard of a corner lot in the RD Single-family district and RM-2 Multi-family district with the following restrictions:
 - a. Swimming pools and swimming pool decking shall not be closer than five feet to the street side lot line.
 - b. Swimming pools, swimming pool equipment and swimming pool decking shall be screened from sight from adjacent property and from the street when viewed from ground level pursuant to the provisions of subsection vii above.
 - c. The street side yard is the yard area of a corner lot other than the yard that the front of the building dwelling-unit faces. If a building dwelling-unit is placed on a corner lot in an angled configuration the town will designate the front and street side yards. Swimming pool and swimming pool decking shall not be placed in front yard areas on corner lots.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on second reading.

PASSED this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this ____ day of _____, 2015 on second reading.

MAYOR

ATTEST:

TOWN CLERK

**WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERSCORED WORDS ARE ADDITIONS**

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 12.

ITEM: Consideration and approval of an ordinance on first reading amending the Town Code to include a new section on regulations for demolition permits. Enclosed is the proposed ordinance.

DESCRIPTION:

After discussion at the last meeting regarding the lack of regulations on demolition sites, town staff researched the Florida Building Code and other cities/town's regulations in order to draft a proposed ordinance for Town Council consideration. There were very few cities that even mentioned demolition in their code. Staff incorporated existing requirements of the building department, other municipalities regulations, and some that are unique to the town.

The proposed ordinance offers what we feel is a comprehensive set of regulations. The Town Council will need to make specific recommendations so we can make revisions prior to second reading.

The office of the Town Attorney, Town Manager and Building Official all reviewed the ordinance. There were some suggestions offered which were incorporated.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	Demolition Ordinance	Demolition Ordinance.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA CREATING SECTION 5-5.1, DEMOLITION OF STRUCTURES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to create a new section of the Town Code to address requirements for demolition of structures in addition to those already adopted as part of the Florida Building Code;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Sec. 5-5.1 – Demolition of Structures

- (a) **No demolition may occur within the Town without first obtaining a demolition permit from the Town that has satisfied all requirements set forth herein. For all demolition within the Town, the following items shall be completed and submitted to the Building Department prior to the issuance of a demolition permit (that is required prior to commencement of demolition activity):**
- (1) **A site management plan that includes: a plan for the demolition of the structure(s); the location of utilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control; fencing and screening; site security; and a demolition schedule.**
 - (2) **Proof of a notice of application for the demolition permit posted in a prominent location on the site for public inspection. Proof of written notice to the owners of adjoining buildings advising them that the demolition is to occur.**
 - (3) **Proof of rodent control at the site (photographic evidence of rodent traps might be required at the time of the application).**

- (4) Proof that the demolition sites is enclosed on all sides with a temporary six-foot chain link fence with screening material. (A fence permit is also required to be issued, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to a demolition permit being issued).
- (5) Any additional documents that may be required by the building department including, but not limited to, a survey of the property, letter of disconnect from FPL, water and sewer capping, letter of disconnect from gas company (when applicable), approval of outside agencies (when applicable) such as DERM; department of health, department of environmental protection (for asbestos, when applicable), etc.
- (b) All demolition sites shall be dust controlled by hosing of debris with water.
- (c) All demolition sites shall comply with the Town's noise ordinance and hours of construction. No demolition activity is permitted on Sunday.
- (d) All equipment used during demolition must be contained within the site, unless the Town Manager approves an alternative location within the Town.
- (e) The Town Manager may require other documentation or impose additional requirements for any other matters that may relate to a particular site.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the

provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on second reading.

PASSED this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015 on second reading.

MAYOR

ATTEST:

TOWN CLERK

WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERSCORED WORDS ARE ADDITIONS

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 13.

ITEM: Request for an **Extension** to close on Agreement for purchase and Sale of Transfer Development Rights between the Town and 1150 - 101 BH, LLC. The contract was entered into November 12, 2013 for the purchase of 3 TDR' s to be transferred to the receiving property located at 1150 - 101 Street. Enclosed is information provided by Louis A. Supraski, Esq., who represents the owners.

DESCRIPTION:

The applicant entered into an agreement on November 12, 2013 for the purchase of three (3) public TDR's to be transferred to the property located at 1150 - 101 Street.

The owners fully understand that the cost of public TDR's have increased since the date of the agreement and are prepared to pay the difference in price.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Contract Extension reequest	Extension Request - Mr. Supraski.pdf
2.	Letter - Town Attorney	1150-101Bh, LLC.pdf



Marlene Marante

From: Lou Supraski <supraski@supraskilaw.com>
Sent: Tuesday, February 17, 2015 3:34 PM
To: Marlene Marante
Cc: Ronald J. Wasson; Frank Simone (frank@franksimone.com)
Subject: 1150 - 101 BH, LLC: Contract to Purchase three (3) public TDRs

Dear Ms. Marante,

As you may recall, I represent 1150-101 BH, LLC. My client entered into an Agreement with the Town of Bay Harbor Islands, dated November 12, 2013, to purchase three public TDRs.

My client has not yet secured its building permit and therefore has not yet closed on the TDRs it agreed to buy. We are in receipt of a letter from Frank Simone, Esq., dated February 12, 2015, which notifies my client that it is in default of the Agreement (which required closing within one year) and granting a cure period of twenty days – which is doubtful to be sufficient.

My client wishes to request a reasonable extension (30 – 45 days) of the TDR Agreement to allow it sufficient time to obtain a building permit.

We request that this matter be placed on the agenda for the upcoming March 2015, Town Council meeting, at which time the Council can consider our request. We fully understand that the cost of public TDRs has increased since the date of our Agreement and are prepared to pay the difference.

Kindly confirm, at your earliest convenience, that the above request for an extension of time has been placed on the agenda for March 2015.

Thank you for your assistance.

LAS

Louis A. Supraski, Esq.

Louis A. Supraski, P.A.

2450 N.E. Miami Gardens Drive, 2nd Floor

North Miami Beach, FL 33180

Telephone: 305-792-0060

Fax: 305-692-8550

E-Mail: supraski@supraskilaw.com

SHERMAN & SHERMAN P.A.

Attorneys at Law

701 BRICKELL AVENUE

SUITE 1550

MIAMI, FLORIDA 33131

TELEPHONE (305) 221-8000

TELEFAX (305) 357-2510

WEBSITE: ShermansLaw.com

February 12, 2015

Via Federal Express and

Email to supraski@supraskilaw.com

Louis A. Supraski, Esq.

Louis A. Supraski, P.A.

2450 NE Miami Gardens Drive, Floor 2

Miami, FL 33180-2717

Re: Agreement for Purchase and Sale of Transferable Development Rights between the Town of Bay Harbor Islands and 1150-101 ST BH, LLC with an Effective Date of November 12, 2013.

Dear Mr. Supraski:

As you know, 1150-101 ST BH, LLC ("1150-101") entered into that certain Agreement for Purchase and Sale of Transferable Development Rights with the Town of Bay Harbor Islands (the "Town") having an Effective Date of November 12, 2013 (the "Agreement").

Paragraph 10 of the Agreement required 1150-101 to obtain a building permit for the vertical construction of the Project (as defined in the Agreement) and Close on the Agreement no later than one (1) year of the Effective Date of the Agreement (November 12, 2014) or it would be in default of the Agreement. As you also know, 1150-101 is presently in default of the Agreement, as 1150-101: a) failed to obtain the building permit for the vertical construction of the Project (as defined in the Agreement); and b) close on the Agreement within one (1) year of the Effective Date of the Agreement (November 12, 2014).

Pursuant to Paragraph 11(a) of the Agreement, notice is hereby provided that: a) 1150-101 is in default of the Agreement; and b) 1150-101 has twenty (20) calendar days from its receipt of this notice of default within which to cure its default. If 1150-101 fails to cure its default within said period of time, the Town is entitled to retain the Deposit (as defined in the Agreement) as agreed upon liquidated damages.

Sincerely,

SHERMAN & SHERMAN, P.A.

By: 
Frank C. Simone, Esquire,
of Counsel

cc: Ronald Wasson, Town Manager

Felipe Weiss via email to: felipeweiss@gmail.com
and by Federal Express to:

1150-101 ST BH, LLC
c/o Felipe Weiss
1111 Kane Concourse, Suite 217
Bay Harbor Islands, Florida 33154

**AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the 12th day of ~~September~~ November, 2013 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and 1150-101 ST BH, LLC (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

 A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase ~~three~~ three transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Eau (a Condominium) to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 1170-B (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

E. Seller has agreed to sell the TDRs to Buyer, and Buyer has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

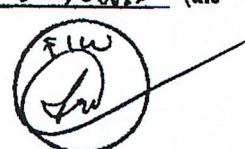
NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Sell and Purchase.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, ~~eight (8)~~ THREE TDRs. 

3. **Purchase Price; Deposit.**

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$35,000.00, per TDR — for a total purchase price of ~~\$280,000.00~~ 105,000.00 (the



AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the day of September, 2013 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and 1150-101 ST BH, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase eight (8) transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Eau (a Condominium) to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 1170 - B (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

E. Seller has agreed to sell the TDRs to Buyer, and Buyer has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, eight (8) TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 35,000.00, per TDR -- for a total purchase price of \$ 280,000.00 (the

"Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.

(b) Buyer shall deliver to Sherman & Sherman, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount equal to 25% of the Purchase Price to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement.

(b) Buyer shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Buyer in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined), including the cost to record the Deed.

5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their "AS-IS, WHERE-IS" condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

6. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Buyer as follows:

(a) Seller shall convey to Buyer good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power, and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Upon approval of this Agreement, by the Town Council, Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this

Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller or the TDRs.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the "Closing Date" (as hereinafter defined) and shall survive Closing.

7. Representations, Warranties, Covenants and Agreements of Buyer. Buyer hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Buyer is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Buyer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Buyer does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Buyer is duly authorized to execute and bind Buyer to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Buyer.

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; or (ii) result in the violation of

any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

All of the representations, warranties, covenants, agreements and statements of Buyer set forth in this Section shall be true and correct at all times from the Effective Date through and including the Closing Date and shall survive Closing.

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM twenty (20) days after Buyer obtains a building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement, Buyer shall be in Default of this Agreement and the Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to

Buyer and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within a period of twenty (20) days after receiving notice of such default.

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

12. **Notices.** All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Buyer shall be sent to Louis A. Supraski, P.A. Attn: Louis A. Supraski, Esq. Phone No. (305) 792-0080, email address supraski@supraskilaw.com; together with a copy to email address: felipeweiss@gmail.com.

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Ronald Wasson, Phone No. (305) 866-6241, email address rwasson@bayharborislands.net with a copy to craig@shermanslaw.com

Notices to Escrow Agent shall be sent to Sherman & Sherman, P.A., 2000 Glades Road, Suite 204, Boca Raton, Florida 33431 Attn: Craig B. Sherman, Esq., Phone No. (561) 300-5888, email address craig@shermanslaw.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

13. Broker. Each Party represents and warrants to the other that there are and have been no real estate brokers, agents or finders involved with respect to this Agreement or the transaction contemplated herein. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any claim, cause of action, loss, damage, liability, fee, cost or expense incurred by the Indemnified Party (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) as a result of any breach by the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.

14. Escrow Agent. The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by the Parties in accordance with the terms and provisions of this Agreement. The Escrow Agent is authorized and directed to place the Deposit in a non-interest bearing escrow account with any financial institution having branches in Miami-Dade County, Broward County and/or Palm Beach County. The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. Each Party agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, demands, losses, liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) which the Escrow Agent may incur in its capacity as escrow agent under this Agreement, except for any such claim, demand, loss, liability, damage, fee, cost and/or expense incurred as a result of the Escrow Agent's gross negligence or willful misconduct. If there is any dispute as to the disposition of any monies or documents held by the Escrow Agent, then the Escrow Agent is hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent represents Buyer in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

15. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such

action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given its nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM, Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. This Section shall survive Closing.

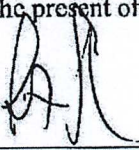
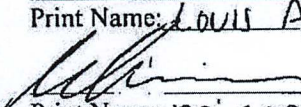
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this

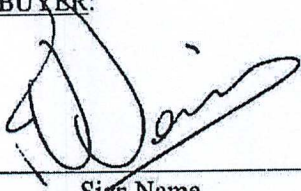
Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

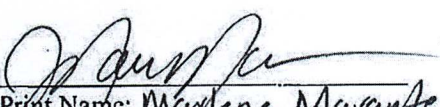
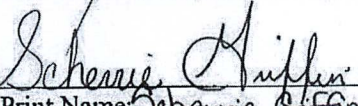
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the presence of:


Print Name: Louis A. SUPRASKI

Print Name: Mirna Trujillo

BUYER:

By: _____
Sign Name
Felipe Weiss
Print Name


Print Name: Marlene Marante

Print Name: Scherrie Giffin

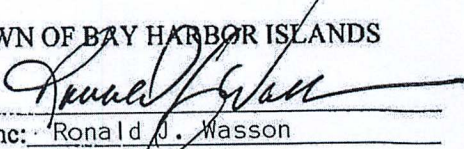
SELLER:
TOWN OF BAY HARBOR ISLANDS
By: 
Name: Ronald J. Masson
Title: Town Manager
Date: November 20, 2013

EXHIBIT "A"

The Legal Description of the Property

Lot 7, Block 7, of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the public records of Miami-Dade County, Florida.

AGENDA ITEM REPORT

March 9, 2015

ITEM NUMBER: 14.

ITEM: Discussion requested by Council Member Reid regarding the possibility of offering an incentive to residents who wish to upgrade their windows to impact windows by either waiving the permit fee or offering a discount on the permit fee.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS