

TOWN OF BAY HARBOR ISLANDS

April 13, 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:

PLEDGE OF ALLEGIANCE:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

TOWN MANAGER'S REPORT:

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:

1. **Recommendation** from the Parks and Recreation Committee asking the Town Council to consider hosting a Veteran's Day Parade in conjunction with Ruth K. Broad Bay Harbor K-8 Center.
2. **Recommendation** from the Parks and Recreation Committee asking the Town Council to consider installing 4 exercise stations in the North Passive Park.

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.)*

3. **Approval** of Minutes for the following meetings:
 - A. Regular Council Meeting - October 13, 2014
 - B. Regular Council Meeting - November 10, 2014

4. **Approval of a resolution** requested by Council Member Reid to waive building department permit fees as an incentive to residents who wish to upgrade their existing windows/door to hurricane impact resistant products.
5. **Approval of a Resolution** of the Town Council adopting a Title VI program plan as required by Miami-Dade Transit and the Federal Transit Administration as part of the grant agreement which funded the Town's bus shelters.
6. **Approval of a Resolution** requested by Council Member Reid supporting the Miami Dade County Sea Level Rise Task Force recommendations and urging the Miami Dade County Commission to implement such recommendations.
7. **Consideration and Approval** of a Temporary Sales and Construction Office at 9521-41 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed is a copy of the location of the temporary structure, a copy of the renderings and other information submitted in connection to this request. Also attached is a copy of the pertinent section which requires Council approval.

ORDINANCES ON SECOND READING:

8. **Approval of an ordinance** on second 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

9. **Approval of an ordinance** on second 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

10. **Approval** of an **ordinance** on second reading amending the Town Code to include a new Section 5-5.1 to regulate the demolition of structures. 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

ORDINANCES ON FIRST READING:

11. **Consideration** and **Approval** of an ordinance on first reading amending the Town Code Section 5-5 of the Town Code to require that active construction sites maintain rodent control until they receive a Certificate of Occupancy from the Town.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE WITH REGARD TO THE REGULATION OF CONSTRUCTION SITE OPERATIONS TO INCLUDE A REQUIREMENT FOR RODENT CONTROL; 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 Section 12-26 of the Town Code to change the allowed hours of constructions and to prohibit the operation of construction sites on Saturday.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; 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. **Consideration and Approval** of a Business Tax Receipt (Occupational License) for a space located at 1076 Kane Concourse. The applicant Paulo Araujo is requesting approval to open a Bar and Tapas on the ground floor of Kane Concourse. According Section 23-5(14) any uses not specifically mention in the Town Code require Town Council approval. Also attached is the Application for New Alcoholic Beverage License, which requires zoning approval as well.

STAFF RECOMMENDATION: Council Discretion.

14. **Consideration and approval** of the revised standard TDR agreement provided by Asst. Town Attorney Simone. The agreement has been revised to require a larger deposit, to include a mechanism to apply for an extension and clarify the time of closing.

STAFF RECOMMENDATION: Council Discretion

15. **Request** for an **Extension** to close on an Agreement for purchase and Sale of Transfer Development Rights between the Town and Furmanos LLC. The contract was entered into May 12, 2014 for the purchase of 9 TDR's to be transferred to the receiving property located at 1170 93 Street. The project has been redesigned and the density reduced so that they only need 5 TDRs instead of 9. Enclosed is information provided by Mathew Amster, Esq., who represents the owners.

STAFF RECOMMENDATION: Council Discretion

16. **Consideration and Approval** of a Transfer of Development Rights (TDR) application requesting to purchase five (5) units from the Town's TDR bank for construction of a previously approved project on April 24, 2014, to be located at 9521-9541 East Bay Harbor Drive. Enclosed is a copy of the application, plans, and other supporting documents.

STAFF RECOMMENDATION: Council Discretion.

17. **Approval** of Change Orders # 1, 2 and 3 in the total amount of \$90,172.00, in favor of M & J Construction. All Change orders are associated with the impact caused by the Rockstar vessel on December 2, 2014. Enclosed are the Change Orders and cost details associated with each Change Order.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

18. **Discussion** requested by Council Member Fuller regarding possibly including Transgender Health Care Insurance Coverage as a Benefit of Employment in Fiscal Year 2015/2016. This was recently discussed and approved by the City of Miami Beach, see attached.

STAFF RECOMMENDATION: Council Discretion

19. **Discussion** requested by Council Member Fuller regarding the possibility to hire a professional landscape architect to redesign the landscape corners on the East Island. Enclosed are some recent pictures of the landscaping on the East Island.

STAFF RECOMMENDATION: Council Discretion.

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

April 13, 2015

ITEM NUMBER: 1.

ITEM: Recommendation from the Parks and Recreation Committee asking the Town Council to consider hosting a Veteran's Day Parade in conjunction with Ruth K. Broad Bay Harbor K-8 Center.

DESCRIPTION:

The Parks and Recreation Committee unanimously recommends that the Town Council consider hosting a Veteran's Day Parade in conjunction with Ruth K. Broad Bay Harbor K-8 Center. If the Town Council agrees, staff will plan/coordinate it and properly budget for it in the upcoming budget.

RECOMMENDED ACTION:

Staff Recommends approval.

FINANCIAL ANALYSIS:

This item will be budgeted in the upcoming budget.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 2.

ITEM: Recommendation from the Parks and Recreation Committee asking the Town Council to consider installing 4 exercise stations in the North Passive Park.

DESCRIPTION:

At the January 12th Regular Council meeting, the Town Council asked that the Parks and Recreation Committee review a request from Vice Mayor Jordan W. Leonard and Town resident Ken Eskin for exercise equipment on the West Island. The Parks and Recreation Committee discussed this item and unanimously recommends that 4 exercise stations be installed in the East section of the North Passive Park. This section allows for the equipment to be screened by the existing landscaping. Attached is a picture of some exercise equipment in North Miami.

If the Town Council agrees, the staff will bring back a proposal for the purchase and installation of the equipment. Based on the prices of these exercise stations, it is anticipated that cost of the equipment and installation will be approximately \$10,000-\$15,000.

RECOMMENDED ACTION:

If the Town Council accepts the Committee's recommendation, the Council can direct staff to present the proposal for the purchase and installation of the equipment in the May Council meeting or direct staff to include this project in the upcoming budget.

This is an non-budgeted item and an appropriation will be required.

FINANCIAL ANALYSIS:

The purchase and installation of four (4) exercise stations will cost approximately \$10,000-\$15,000.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Exercise Equipment	Fitness Equipment North Passive Park.JPG
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AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 3.

ITEM:

Approval of Minutes for the following meetings:

- A. Regular Council Meeting - October 13, 2014
- B. Regular Council Meeting - November 10, 2014

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Minutes - 10-13-14	10-13-14 REG DRAFT.docx
2.	Minutes 11-10-14	11-10-14 REG DRAFT.docx

MINUTES OF A REGULAR COUNCIL MEETING

TOWN OF BAY HARBOR ISLANDS

A Regular Council meeting was held on Monday, October 13, 2014 at 7:30 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 Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Solange Rousselot

Mayor Yaffe welcomed back former Deputy Town Clerk, Pat Gibbs who was sitting in for Alba.

Mayor Yaffe informed the Council that there was a glitch in the numbering of the agenda and there was not an Item 12 on the final posted agenda. The item was for an extension to close on a TDR contract between the Town and Bay Harbor Islands 1, LLC. Mayor Yaffe stated that he was informed that the Council could authorize an administrative six month extension to be granted by staff until the item was able to be put on the next month's agenda. He asked if that was ok with the Council. Town Attorney Sherman stated that the applicant did apply for the extension in a timely manner and should not be penalized for the computer error. Consensus was to grant the extension until the next agenda.

Mayor Yaffe informed the Council that Item 3 had been withdrawn from the agenda.

REPORTS:

Town Manager Wasson explained that there were 2 Love Sculptures in the chambers. The replica of the love sculpture would put in the median for safety. He also stated that SunPass was moving along well. He explained that the 98 Street Park equipment work was going well.

Town Attorney Sherman had nothing to report.

Item 1. Planning and Zoning Board Approvals – No Discussion

COUNCIL REPORTS

Council Member Fuller attended the Florida League of Cities meeting, which he felt was beneficial to the Town and would attend next month.

Council Member Bruder reported about the flyers going out to the Business District and the school inviting them to the Halloween event with a parade and party on Friday, October 31st. Everyone was invited to attend.

Vice Mayor Leonard reported on the last County meeting he attended with a presentation on Historic preservation.

Council Member Reid reported on the Keep America Beautiful Committee presentation from the Florida organizers to train how to establish a committee. Next year the Town could get money from the State. She attended a workshop on the Climate Summit at the Florida League meeting.

Mayor Yaffe reported that he attended the Florida League of Cities meeting.

GOOD AND WELFARE

Victor Maya, 1155 – 103 Street, came forward to address the Council. He did not want the toll plaza building destroyed, but thought it could be a water recreation area for the citizens. He questioned why the DRC meetings were not advertised. Town Manager Wasson explained that 100,000 cars went back and forth by that location and it would not be a safe area for development.

Hector Gualda, 1155 – 103 Street, came forward to address the Council. He expressed concern about not repeating things said at previous meetings. He stated that he lived next door to the construction. He also wanted contact information for the developers to be provided. Town Attorney Sherman stated that the Jennings Rule applies to a specific property that becomes quasi-judicial. Contact is then limited with the Council members only.

Jeffory Koster, 1135 – 103 Street, came forward to address the Council. He stated that he felt people should respect the Council and the un-truths that were going around should stop.

Paul Ruthfield, 1231 – 95 Street, came forward to address the Council. He stated that he would be opposed to changing the date of the election and it would not be necessary, if the elections were held in November.

Frances Neuht, 9920 West Broadview Drive, came forward to address the Council. She had questions from the September meeting: does the Town have insurance on the statues; what about the arsenic in the ground and additional soil testing; and the joint use agreement. She felt the children did not have anything to do in the Town, there were not enough programs and not enough green space. Town Manager Wasson

stated that the agreement was working fine and they were using the space at the school for soccer and flag football. She complained that the BHI children do not get a discount at the tennis courts.

Ken Eskin, 1310 – 99 Street, came forward to address the Council. He felt that CPR should be offered as a program in the Town. He felt it would be beneficial and could be worked out with the Police and Fire Departments. Manager Wasson agreed with Mr. Eskin.

Teri d’Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She stated that she felt that the Vice Mayor made unethical actions at the County Historical Meeting. She felt that he said he was representing the Town and he was not. Town Manager Wasson stated that he was there and had invited Special Council Price to the meeting because it was a land use issue and he felt nothing unethical had transpired at the meeting.

Mary Duier, 1155 – 103 Street, came forward to address the Council. She stated that she was discouraged about the lack of respect and felt the community was losing diversity. She also was very disappointed about a negative comment about Cubans that was made at a Planning & Zoning Board meeting.

CONSENT AGENDA

Item 2. Approval of the following Meeting Minutes:

A. July 22, 2014 - Council Workshop

B. June 9, 2014 - Public Hearing

C. June 9, 2014 - Regular Council Meeting

Item 3. Consideration and approval of a renewal of a Mutual Aid Agreement with the Miami-Dade Schools Police Department and the Town of Bay Harbor Islands Police Department.

Council Member Fuller made a correction on the July 22nd Workshop minutes. He stated that he was not in attendance at that meeting. Council Member Reid also pulled Item C because she had extensive changes to the minutes.

UNFINISHED BUSINESS ACTION ITEM 2 ONLY: Council Member Bruder made a motion to approve Items A & B, with the correction to Item B. Council Member Fuller seconded the motion and it passed unanimously.

Item 4. Approval of an ordinance on second reading amending the Town Code Section 23-11(C)(16)(f)(4) to require monthly pressure washing of the sidewalks as part of the manly maintenance required for sidewalk cafes. This ordinance was requested by the Town Manager.

CONSIDERATION AND POSSIBLE VOTE ON AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AND SPECIFICALLY AMENDING SECTION 23-11(C)(16)(f)(4) ENTITLED SIDEWALK CAFES/ OUTDOOR SEATING FOR RESTAURANTS, DEVELOPMENT STANDARDS AND REQUIREMENTS, TO INCLUDE PRESSURE WASHING OF THE SIDEWALKS NOT LESS THAN ONCE A MONTH AS A PART THE REQUIRED MAINTENANCE.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that the tile on the sidewalks was not the proper tile for the sidewalks. She clarified that the Business District also included the 95th Street businesses also.

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

Item 5. Approval of an ordinance on second reading amending Section 18-23 of the Town Code to require property owners to install infrastructure necessary to connect to underground installation of utilities in the event that during construction, a utility provider is unwilling to underground overhead wiring. This ordinance was requested by the Town Manager.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UNDERGROUND UTILITIES; AND SPECIFICALLY AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO INSTALL INFRASTRUCTURE NECESSARY TO CONNECT TO UNDERGROUND INSTALLATION OF UTILITIES IN THE EVENT THAT DURING CONSTRUCTION, A UTILITY PROVIDER IS UNWILLING TO UNDERGROUND OVERHEAD WIRING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Wasson explained that this needed to be done to have fewer interruptions in the future. There was a brief discussion regarding overhead lines, Florida Power & Light paying more of the expense, wiring and undergrounding.

ACTION: Vice Mayor Leonard made a motion to approve the ordinance on second reading. Council Member Bruder seconded the motion and it passed 5 – 1 with Council Member Rousselot opposed.

Item 6. Approval of an ordinance on second reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder made a motion to approve the ordinance on second reading. Vice Mayor Leonard seconded the motion and it passed by unanimous poll vote.

ACTION:

Item 7. Approval of an Ordinance on second reading amending Section 20-5 and 20-6 of the Town Code increasing the monthly water service charge and the minimum monthly service charge per meter. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.28 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$19.93; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Item 8. Approval of an ordinance on first reading amending the RM-3 Multiple-Family District to change the definition to delete balconies from being calculated as part of the building coverage. The ordinance also updates code references to the RBA Zoning District to reflect the name change to RM-3. Attached is 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 TO MODIFY

CERTAIN CODE PROVISIONS RELATED TO THE RM-3 MULTIPLE-FAMILY DISTRICT; AMENDING ARTICLE I, SECTION 23-1 ENTITLED DEFINITIONS TO MODIFY THE DEFINITION OF BUILDING COVERAGE TO DELETE EXTERIOR BALCONIES FROM BEING CALCULATED; AMENDING ARTICLE I, SECTION 23-2 ENTITLED DISTRICTS TO UPDATE CODE REFERENCES TO THE RM-3 DISTRICT (FORMERLY KNOWN AS THE RBA TRACT DISTRICT) AND THE LEGAL DESCRIPTIONS FOR VARIOUS ZONING DISTRICTS; AMENDING ARTICLE I, SECTION 23-12(13) ENTITLED GENERAL PROVISIONS TO UPDATE REFERENCES TO CURRENT ZONING DISTRICT NAMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Miller came forward to address the Council. He briefly explained this item had been discussed previously, relating to the RM-3 District. While looking at the land development regulations written in 2009 & 2010 regarding the balconies, it was discovered the regulations were not included in the re-write. It was discussed previously and a workshop was held. There seemed to be consensus with the Board to modify the definition of encroachment of the balconies.

Attorney Steve Wernick came forward to address the Council. He thanked the Council for the previous workshop and stated that it was helpful. He felt there was consensus on the change to the definition of the balconies. He stated that they had brought some samples of possible projections. He proposed language regarding balconies on the buildings upon approval of the Planning & Zoning Board.

Barbara Pederzoli, Revuelta Architecture, came forward to address the Council. She presented the exhibit that they prepared. It was showing a two foot encroachment. She explained the different drawings.

Council Member Salver questioned why the two foot encroachment on the pedestal was needed where the parking would be. Ms. Pederzoli explained that there would be units at that level, not parking. Mayor Yaffe stated that the Board had made them have design there, sometimes stairs. There was a brief discussion by the Council regarding the presentation.

Victor Maya, Juan Ilarena, Hector Gualda, 1155 – 103 Street and Frances Neuhut, 1060 Kane Concourse came forward to address the Council. They were opposed to this amendment to the RM-3 District, due to the encroachment on the neighbors.

Paul Basil, 9240 West Bay Harbor Drive, came forward to address the Council in favor of the ordinance. He felt it had been discussed in previous workshops.

Markus Frankel, 10261 East Bay Harbor Drive, came forward to address the Council. He gave incite, as an architect, as to the need for the designs, setbacks, etc. He was in favor of the changes and letting the Board decide on the designs.

Jeff Koster, 1135 – 103 Street, came forward to address the Council. He was in favor of the balconies and setbacks.

Terri d'Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She was opposed and felt it was spot zoning. She stated that there were people trying to save the building.

Discussion continued regarding projections into the rear setbacks, encroachment, spot zoning, green space, uniformity of the zoning district, designing within the limits established, quality of the projects and desires of the Planning and Zoning Board for safety or design.

Council Member Fuller wanted to amend the ordinance to allow the 2 feet by the approval of the Board only. He felt this would give the Board room to do their job correctly. Discussion continued regarding the issue of encroachment and the Planning & Zoning Board's requests.

ACTION: Council Member Fuller made a motion to approve the ordinance on first reading with the amendment to allow two feet only if requested by the Planning & Zoning Board. Vice Mayor Leonard seconded the motion and it failed 4 – 2, with only Mayor Yaffe and Council Member Fuller approving.

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

Mayor Yaffe left the Dias.

Item 9. Approval of a resolution authorizing the Town Manager to execute an agreement with the Florida Department of Transportation for the rehabilitation of the bridges. Attached is the proposed resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS APPROVING THE TOWN MANAGER'S EXECUTION OF THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT.

ACTION: Vice Mayor Leonard made a motion to approve the resolution as presented. Council Member Reid seconded the motion and it passed by unanimous vote.

Item 10. Approval of a five year maintenance agreement with TransCore for a total contract not to exceed \$318,262.34. Transcore will perform daily monitoring of all operational systems, computer and Florida Turnpike connectivity and will correct issues as they occur.

Town Manager Wasson stated that TransCore would provide 24 hour monitoring and 3 reports daily. They also would instruct the IT Department in making minor repairs.

ACTION: Council Member Bruder made a motion to approve the agreement as presented. Council Member Fuller seconded the motion and it passed by poll vote with Mayor Yaffe off the Dias.

NEW BUSINESS:

Item 11. Request for an extension to an escrow agreement for the Rex Gardens Condominium Association located at 1085-1125 99 Street. The current escrow agreement expires in December and the association is asking for a six (6) month extension to allow them to wait for a nearby construction to be concluded so they can paint their building.

Town Clerk Marante explained that they needed only an extension for the painting so they could wait till the construction was finished.

Mayor Yaffe returned to the Dias.

ACTION: Council Member Bruder made a motion to approve the extension. Council Member Fuller seconded the motion and it passed unanimously.

Item 13. Approval of a change of date for the elections in 2015. Due to the fact that there is a religious holiday on the first Tuesday in April next year, Town Clerk Marante request approval to officially change the date of the Elections to Tuesday, April 21st.

Victor Maya, 1155 – 103 Street, came forward to address the Council. He questioned what holiday and why the change. He felt there was no reason to change the date. There was a brief discussion regarding that some people celebrate the entire holiday and the fact that there will be no effect of the change, which only happens every four years.

Council Member Reid wanted to observe Columbus Day in the future, since it was a federal holiday. She was instructed to put that item on another agenda for discussion.

Frances Neuht, 9920 West Broadview Drive, came forward to address the Council. She stated that she felt the election should be changed to November to not have to have to make these changes or have to have the problems.

Paul Ruthfield, 1231 – 95 Street, came forward to address the Council. He felt that changing the election to be held in November would save the Town money. He wanted discussion and a vote from the Council to see who wants to save the Town money.

Town Clerk Marante informed the Council that the two districts were combined for a Town election and the cost was about \$12,000. All the other costs and those for advertising would be the same no matter when the election would be held. The Town's savings would be about \$4,000. She also informed them that the Town elections have a better turn out than the County ones. Only the presidential elections have had a better turnout. Clerk Marante stated that many of the clerks were discussing pulling out of the November elections because of the long ballots. The Town elections were always at the bottom and many people do not vote on that part. Mayor Yaffe stated that the Charter and Ordinance Committee had discussed this matter several times in the past and decided to leave the election in April, but it had nothing to do with saving the Town money. It was because of tradition and the fact that the Town election would be at the bottom of the ballot.

ACTION: Council member Bruder made a motion to approve the change. Council Member Rousselot seconded the motion and it was approved unanimously.

Item 14. Approval of Change Order numbers 2 and 3 in favor of Halley Engineering Contractors, Inc. in the amounts of \$75,073.05 and \$56,518.31 respectively. These change orders are for the demolition of the Toll Plaza building and the roadwork associated with the SunPass conversion.

Town Manager Wasson explained the necessity of this demolition. He stated that the prices came in lower than expected and he felt that the prices were good. Manager Wasson explained the design and space for an entryway sign.

Council Member Reid did not want the demolition and thought it could be made useful space. She questioned if in the future they might want to build another building. Council Member Fuller understood that it might be cheaper to build another building, but he still wanted to make it a park. Discussion continued regarding the roadway, drainage, septic tank, the breakdown of the cost to repair the very small existing building, a new building, the lease of the gas station.

ACTION: Council Member Bruder made a motion to approve the expense. Vice Mayor Leonard seconded the motion and it passed by unanimous poll vote.

There being no further business the meeting was adjourned at 10:25 p.m.

MAYOR

ATTEST:

TOWN CLERK

DRAFT

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

A Regular Council meeting was held on Monday, November 10, 2014 at 7:03 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 Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Solange Rousselot

Council Member Isaac Salver

REPORTS:

Item 1. Planning and Zoning Board Approvals

Town Clerk Marante stated that a new home and a revision for an existing project were approved at the November 5th Planning & Zoning Board Meeting. She also added that there would be a new project for Townhouses at the next Board meeting on November 18th and another project was under review with the Development Review Committee.

Council Member Reid reported that she attended the November 5th Planning & Zoning Board Meeting where one of the project structures was changed and the architects claimed that there was hardship. She felt that the Planning & Zoning Board was not happy to have to retro-actively approve the modifications. She asked that the developers be fined for any modifications that were done without the Board's approval. Assistant Town Attorney Simone stated that these types of modifications happened all the time and staff catches the changes. He explained that the Board could reject the revisions and the developers would be forced to demolish the modifications and go back to what the Board originally approved.

Item 2. Report on investments by Mr. Dan Brea, BNY Private Wealth Management.

Dan Brea, BNY Private Wealth Management, came forward to address the Council. He reported that the average yield was up 2.5 percent; the General Fund was up 5.2 percent; the Water Fund was also up 1.4 percent; and he also stated that the Town's portfolio had a duration of 3.05 years.

TOWN MANAGER REPORT

Town Manager Wasson reported that the 98th Street Park would be ready to open by Mid-December and the signs were ready for installation; the Town had finalized the paperwork with FDOT to issue the million dollars for Bridge Rehabilitation and stated that they would be relocating some trees for the time being and they would all be return at a later date; the Sunpass conversion had been finalized and the Toll Plaza structure would be demolished in the upcoming weeks; the parking lot would be used as a staging area; the Bay Harbor Inn had a new fence installed and they were in the process of developing new site plans.

COUNCIL REPORTS:

Council Member Fuller congratulated Council Member Salver's son on his election in Bal Harbour Village. He reported that he attended the Florida League of Cities Legislative meeting and wished for all the residents to remain safe.

Council Member Bruder thanked the Police Department for helping at the Town's Halloween Event, and reminded the residents that the Ruth K. Broad School would hosting the Annual Carnival in December.

Vice Mayor Leonard asked for the Council to consider the approval of the Annual contribution of \$500 for the Carnival Event that would be hosted in December.

ACTION: Consensus was to approve the annual contribution for the Carnival Event at the Ruth K. Broad School to be hosted in December.

Vice Mayor Leonard also alerted the residents that there was a report of a sexual predator that lived across from the local school. He stated that the individual was allowed to live here because of the State Statue. He would like for the staff to research weather the current ordinance could have him remove.

Council Member Salver reported that he also attended the Halloween parade and felt that the Chamber of Commerce did a great job. He also attended a meeting at the Children's Trust and the General Trust meeting. He was appointed as the Treasure for the Children's Trust and explained that the Trust spent over a million dollars a year to help kids with counseling and mental health.

Council Member Reid extended her best wishes to a great Veteran's Day to everyone. She reported that she attended the Florida League of Cities Best Practices Event; a seminar on budgeting and the homeless; she also attended the Unity Ball in the City of North Miami to bring the Community together. She was saddened by the local robberies in Town and suggested that residents register their phones for Code Red to be advised of any emergency situation.

Mayor Yaffe stated that he spoke to the Police Chief Hemingway regarding the individual that was going around Town on a bicycle and breaking in to resident's cars. He asked for the Public to remain safe and be careful. He welcomed Council Member Patricia Cohen from Bal Harbour Village. He also reminded the residents that the Council would not hold a regular Council meeting in December.

GOOD AND WELFARE:

Former Mayor Linda Zilber, came forward to address the Council. She read a poem on commemoration of Veterans Day and thanked all the veterans and her dad on this Holiday.

Jeffrey Koster, 1135 103 St., came forward to address the Council. He was concerned about the County Commissions meeting on Historic Preservation. He stated that there were rumors going around about Town Council members pocketing money from the TDR money and urged Ms. D'Amico to stop with the harassment.

Ken Eskin, 1310 99 St., came forward to address the Council. He stated the traffic was getting backed-up daily due to the construction on the causeway. Town Manager Wasson stated that there would be relief in the upcoming weeks.

Victor Maya, 1155 103 St., came forward to address the Council. He asked why the Town Manager didn't enforce the noise regulations regarding what was happening with the underground garages. He felt that the Code was not being enforced and felt that the noise clearly exceeded the decibels. Assistant Town Attorney Simone stated that he had replied to Mr. Maya on the noise ordinance and quoted that the Town Manager has the authority to make exceptions for some constructions.

Town Manager Wasson explained that he had recommended using electric generators for the dewatering process. He explained that was going to be added to the checklist for future sites when the plans were review. Town Clerk Marante also stated that Code Compliance was out using the noise meter and it registered below what the Code required.

Juan Llarena, 1155 103 St., came forward to address the Council. He thanked the Council for their comments to the Veterans. He felt that the underground parking garage was a battle and that it would create a noise issue. He felt that building a parking garage below sea level was not a great idea.

Wendy Averbach, 9980 E. Bay Harbor Drive, came forward to address the Council. She received a flyer on overdevelopment today and suggested that the residents speak up on their concerns. She felt that there was a lot of good development coming to Town.

Paul Ruthfield, 1231 95 St., came forward to address the Council. He felt that the Council made a mistake by removing the Charter and Ordinance Committee and urged the Council to reconsider.

Victor Nieto, 10143 E. Bay Harbor Drive, came forward to address the Council. He stated that he was unable to attend the previous months Council meetings and was unable to view the videos on the television because of the low volume. Town Manager Wasson reminded the Council to speak into the microphone and also stated that better quality video was available on the Town's website.

Teri D'Amico 9101 E. Bay Harbor Drive, came forward to address the Council. She presented the Town Council with a petition rejecting changes to the RM3 District Zoning. She added that the residents were primarily concerned with the noise and the Mimo buildings. She felt that the overdevelopment was out of control and she was concerned with excessive traffic, flooding, property value, noise, parking garages, harmony and the inability to access the water.

Kathleen Kennedy, 9721 E. Bay Harbor Drive, came forward to address the Council. She thanked the Council for honoring the Veteran's in the Town's newsletter. She also felt that Vice Mayor Leonard should not vote for Item 17, since he previously collected contributions from Waste Management. She felt it was conflict of interest. Vice Mayor Leonard stated that he did not collect contributions from Waste Management during his last election, but did receive funds for his 2010 election.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that she followed up on the soil test at the North Passive Park and there were elevated levels. She felt that these chemicals would cause harm to the children playing in the park.

At this time Council Member Rousselot and Bruder stepped off the dias.

CONSENT AGENDA:

Item 3. Consideration and approval of housekeeping transfers and supplemental appropriations for the year ended September 30, 2014. A memorandum from the Director of Finance accompanies the item.

ACTION: Council Member Salver made a motion to approve the Consent Agenda. Vice Mayor Seconded the motion and it passed unanimously with Council Members Bruder and Rousselot off the dias.

UNFINISHED BUSINESS:

Item 4. Approval of an ordinance on second reading amending the RM-3 Multiple-Family District to change the definition to delete balconies from being calculated as part of the building coverage. The ordinance also updates code references to the RBA Zoning District to reflect the name change to RM-3 District. Attached is 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 TO MODIFY CERTAIN CODE PROVISIONS RELATED TO THE RM-3 MULTIPLE-FAMILY DISTRICT; AMENDING ARTICLE I, SECTION 23-1 ENTITLED DEFINITIONS TO MODIFY THE DEFINITION OF BUILDING COVERAGE TO DELETE EXTERIOR BALCONIES FROM BEING CALCULATED; AMENDING ARTICLE I, SECTION 23-2 ENTITLED DISTRICTS TO UPDATE CODE REFERENCES TO THE RM-3 DISTRICT (FORMERLY KNOWN AS THE RBA TRACT DISTRICT) AND THE LEGAL DESCRIPTIONS FOR VARIOUS ZONING DISTRICTS; AMENDING ARTICLE I, SECTION 23-12(13) ENTITLED GENERAL PROVISIONS TO UPDATE REFERENCES TO CURRENT ZONING DISTRICT NAMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Miller came forward to address the Council. He stated that the changes were approach by the Council. He explained that the proposed ordinance would amend the current Code to modify the definition of building coverage and to delete exterior balconies from being calculated. He also added that the amendments would address the encroachments into the setbacks.

At this time Council Members Bruder and Rousselot returned to the dias.

PUBLIC COMMENT

Teri D'amico, 9101 E. Bay Harbor Drive, came forward to address the Council. She urged the Council to oppose the proposed ordinance. She felt that the Town was spot zoning.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She urged the Council to listen to the residents and not ignore them.

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

Item 5. Consideration and approval of an ordinance on first reading removing the commercial component from the RM-3 Multi-Family District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY CERTAIN CODE PROVISIONS RELATED TO THE RM-3 MULTIPLE-FAMILY DISTRICT; AMENDING ARTICLE I, SECTION 23-6 ENTITLED USE REGULATIONS TO DELETE BUSINESS AND COMMERCIAL USES FROM THE PERMITTED USE CATEGORY; AMENDING ARTICLE I, SECTION 23-11(D) ENTITLED LAND DEVELOPMENT REGULATIONS TO DELETE SUPPLEMENTAL BUSINESS AND COMMERCIAL SETBACK REFERENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Yaffe asked that the comments from the Local Planning Agency be added to this item.

As previously noted by Town Planner Miller, he explained that the proposed ordinance was to amend the Town Code to remove the commercial component from the RM-3 Multi-Family District. The changes were for the permitted uses to the tips on the eastern island. He added that the amendment was for the only multi-family district that allowed for commercial uses like restaurant and spa, similar to the surrounding cities. He stated that the setbacks would also be reviewed to allow bigger setbacks.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was concerned with the proposed ordinance crossing out the use regulations to delete business and commercial use from the permitted use category. She suggested adding RM1 and RM2 to the amendment.

CLOSED PUBLIC COMMENT

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

Item 6. Discussion and approval of a resolution requested by Council Member Leonard urging the Board of County Commission of Miami-Dade County to amend the Miami-Dade County Historic Preservation Ordinance to allow municipalities the opportunity to enact their own historic preservation ordinances at any time.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS URGING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY TO AMEND THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE TO ALLOW MUNICIPALITIES THE OPPORTUNITY TO ENACT THEIR OWN HISTORIC PRESERVATION ORDINANCES AT ANY TIME.

Vice Mayor Leonard asked the Council to consider the proposed resolution. He explained that the resolution would urge the Board of County Commissioners of Miami Dade County to amend the County Historic Preservation ordinance to allow municipalities the opportunity to enact their own Historic Preservation ordinances at any time. He also clarified that at the present time there was not one property in Bay Harbor Islands that was designated as Historic.

PUBLIC COMMENT

Luis Pezzorni, 10101 E. Bay Harbor Drive, came forward to address the Council. He felt confident that the Town would have some of the Mimo buildings in Town designated by the County. He asked for the Council to balance the opportunity carefully.

Juan Llarena, 1155 103 St., came forward to address the Council. He felt that the Town was not big enough to have a Historic Preservation Board and asked for the Council to express caution. He urged the Council not to approve the proposed resolution.

Teri D'Amico, 9101 E. Bay Harbor Drive, came forward to address the Council. She felt that it was Vice Mayor Leonard that was requesting this amendment to the preservation Board. She also advised the Council that an ordinance must be approved on Historic preservation, if the Town chooses to opt out.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that Ms. D'amico was constantly being ridiculed by the Town Council and asked why the Council wants to opt out of the Historic Preservation.

Jeffrey Koster, 1135 103 St., came forward to address the Council. He felt that the reason why this was being proposed was because of Ms. D'amico's attacks on the 1135 103 Street building. He asked for Ms. D'amico to ask the County Board for her building to be designated as a landmark.

At this time Mayor Yaffe stepped off the dias.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Board. She felt that there many buildings in Town that needed to be designated and would like for the Town to keep the legacy.

Council Member Bruder stated that the Four Seasons building in Bal Harbour was able to keep their façade, but demolished the rest of the building. She felt that the Town could incorporate the same and could keep the essence of MIMO. She would like for the Town to compromise with the residents.

At this time Mayor Yaffe returned to the dias.

Vice Mayor Leonard stated that the proposed resolution would provide the Town with an option, if the Town at a later date wished to designate a Historic Preservation Board. He explained that a lot of this issue was about home rule; the nomination process; and Miami-Dade County Preservation Board's knowable resources.

There was a brief discussion by the Council on what the procedures were when a property would be nominated for designation; list of buildings that were due to be demolished; current process from the County Board on notifying the property owners; Town's option to be notified when a property has been designated; and the Council qualification's to serve as a Preservation Board member.

Doris Marano 9400 E. Bay Harbor Drive, came forward to address the Council. She felt that the Council was not qualified to serve on a Preservation Board and would like to have something similar to what Bal Harbour has that keeps some of the buildings.

Vincent Martino 1050 93 St., came forward to address the Council. He asked why the Town didn't have a better relationship with the Historic Preservation Board. Mayor Yaffe stated that initially the County failed to notify the Town of the applications for historic designation, but that has been changed.

Vice Mayor Leonard felt that the quality of life had to be protected in Town and that was the reason why the resolution was brought to the Council for discussion. He also stated that the Miami Dade County

League of Cities would also be supporting Commissioner Heyman's ordinance to provide the municipalities with the option to opt out. He felt that the property owners should be notified and have an opportunity to be heard on their designation.

Council Member Patricia Cohen from the Village of Bal Harbour came forward to address the Council. She explained that she was currently in the process of her building being designated as historic and felt that the aim was to preserve history that had architectural quality. She also stated that the designation actually decreased the property value. She urged the Council to think of the long term effect and think of the financial value to the owners.

Council Member Reid was opposed to the proposed resolution and agreed that the issue was about home rule. She asked Vice Mayor Leonard to be more careful on how he speaks on behalf of the Town at other local meetings.

ACTION: Vice Mayor Leonard made a motion to approve the proposed resolution. Council Member Rousselot seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 7. Request for approval of a six month extension to close on a TDR contract between the Town and Bay Harbor Islands 1, LLC. The contract was entered into October 15, 2013 for the purchase of 13 TDRs to be transferred to the receiving property located at 1100, 1120 - 100 Street. Enclosed is information provided by Ackerman, LLP, who represents the owners.

Assistant Town Attorney Simone explained that at the beginning when the Town started selling TDR's, the agreement was drafted with the clause that, if they did not close in 1 year, they would lose the TDR's. He explained that the proposed project was not able to close within a specified time indicated on the agreement. Attorney Simone reminded the Council that it was at their discretion. He also stated that this could be something that would come more often for the Council to consider and stated that the Council could give staff permission to approve the extensions.

Town Clerk Marante stated that the project was under review and they would most likely have additional modifications.

Attorney's Steve Wernick & Marissa Amnuel, came forward to address the Council. They were representing Bay Harbor Islands 1, LLC. They requested an extension to move forward with the project and receive a building permit.

Attorney Amnuel stated that there were deadlines and they were actively seeking a building permit. She also stated that the applicant would like to pay the 75 percent that remained to escrow. She estimated to close on the contract in February.

There was a brief discussion regarding the amount that the TDR's were originally purchased for; the current TDR's prices; revising the TDR's agreement to 18 months; and negotiation of having the developer pay the current prices with an increase of \$65,000 from the total amount.

Vice Mayor Leonard stated that \$341,000 was the remaining price, but if they paid \$65,000 they could obtain a building permit and then close on the contract.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that the TDR asking price should be increased and be paid in full at the time of purchase.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the 6 month contract extension with the condition that the developer pays the current rate for TDR prices at an additional \$65,000. Council Member Rousselot seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 8. Request for Approval of Contract Extension BC 128 to LMK Pipe Renewal, LLC (LMK) for repairs to the sewer laterals clay hubs. This fiscal year, the Town has budgeted \$105,000.00 to complete 30 additional laterals, which would bring the total amount lined to 156.

Town Manager Wasson stated that the request was for a contract extension to LMK Pipe renewal, LLC for repairs to the sewer laterals. He explained that this project would provide 30 more laterals and added that the system was highly effective.

ACTION: Council Member Salver made a motion to approve the contract extension. Council Member Bruder seconded the motion and it passed unanimously by poll vote.

Item 9. Discussion requested by Council Member Reid regarding holding a workshop meeting to discuss possible Charter Amendments on Town elections.

Council Member Reid proposed to have a Council Workshop in January or February to review the Charter and Ordinance Committee. She would like an amendment to hold a Mayor's Election; discuss term limits and possibly changing the date of the Town Elections.

There being no motion to discuss, item failed.

Item 10. Discussion requested by Council Member Reid regarding making Columbus Day a Town holiday.

Council Member Reid would like for the Council to consider changing the Regular Council meetings in November to be held the Tuesday after the Columbus Day Holiday.

ACTION: Council Member Reid made a motion to hold the Regular Council on Tuesday after the Columbus Day holiday. Council Member Fuller seconded the motion and it passed unanimously.

Item 11. Discussion requested by Council Member Reid regarding setting written guidelines or a policy for authorization of (council, manager, attorneys, or employees) to represent the Town.

Council Member Reid felt that there was confusion on how the staff and Council attend other local meetings. She suggested having a written guideline for all when attending other meetings, and also stated that this was a suggestion that was made at the Best Practices Conference with the Florida League of Cities.

Town Manager Wasson felt that the all of the staff, including Town Planner Miller, Special Counsel Price, Attorney's Serotta, Sherman and Simone have not gone outside of that circle.

Council Member Salver was opposed to recreating a guideline for the staff and officials. He felt that they were guided by the Ethics Commission to the right thing. Mayor Yaffe also agreed with Council Member Salver and felt that it would be bad for the Council to dictate to the staff what they can or cannot say.

Mayor Yaffe reminded the Council that the Managers evaluation was overdue and must be reviewed as required by contract.

Consensus was to review the Town Manager Wasson Contract soon.

Item 12. Request for Extension to Close on Agreement for Purchase and Sale of Transferable Development Rights between the Town and Bayview 102 Realty, LLC. The contract was entered into

November 12, 2013 for the purchase of 18 TDRs to be transferred to the receiving property located at 1133, 1145 – 102 Street.

Attorney Steve Wernick, representing the application for Bayview 102 Realty, LLC, came forward to address the Council. He explained that the reason why the request was late was because the applicant thought it would have a building permit on hand, but it was pushed back 3 weeks. He stated that Inspections from the Fire Department, DERM and the Water & Sewer Department were approved.

There was a brief discussion on having the full amount in the escrow account, suggestions from attorney Wernick on imposing a contract extension fee, the current clause on expired contracts and the prior agreements.

ACTION: Council Member Salver made a motion to approve the contract extension with the condition that the developer pay \$15,000 for every month late with a maximum of 6 months extension and all of the TDR money must be paid in full. Mayor Yaffe seconded the motion and it failed 4-3 with Vice Mayor Leonard and Council Members Bruder, Fuller, and Reid opposed.

PUBLIC COMMENT

Victor Maya, 1155 103 St. came forward to address the Council. He felt that the Town Council was given special treatment to the developers and stated that the developer should be paying the current TDR price with the payment made in full.

CLOSE PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to approve the contract extension to match the current TDR prices and full amount must be paid by Wednesday at 5:00 pm. Vice Mayor Leonard seconded the motion and it passed 5-2 with Mayor Yaffe and Council Member Reid opposed.

Item 13. Request for Approval of the design for a New Bay Harbor Entryway Feature by Stantec Design Engineers. The Town Manager is seeking permission to move forward with construction plans for build and bid process if design is acceptable to Council.

Town Manager Wasson presented the design for the entryway by Stantec Designs. He felt that it was a very unique design that would go on a unique spot of open land. He explained that the design incorporated an open wave, interior metal, LED changing colors to be located west of where the holiday decorations were displayed. He added that design would have landscaping and dedication around it.

Eddie Lamas & Tom Rocoski came forward to address the Council. Mr. Rocoski explained that it was a great opportunity to build the Town's entry way feature and felt it was a very unique sculpture. He stated that the design was at a 45 degree angle standing 2 to 4 feet above grade. He added that the lettering would be dark during the day, and the wave would be silver during the day. He felt that the design would have the ability to program the lighting for special events or seasons. He stated that the design had contemporary font that would match the Islands with a Mimo feel.

There was a detailed discussion by the Council about the proposed design; other design options; displayed locations; price options; Broad Causeway open land options; community garden; and the options of making the lanes wider for passing vehicles.

At this time Council Member Bruder left the meeting.

Town Manager Wasson stated that state funds would not be used for the design.

PUBLIC COMMENT

Linda Zilber, 1231 -95th St., came forward to address the Council. She felt that the Town should have more options to choose from and not settle for just one design. She suggested letting the college kids design the sculpture.

Paul Basile, 9240 W. Bay Harbor Drive, came forward to address the Council. He stated that he liked the design, but felt the Town could do better than Bal Harbour and suggested adding more landscaping.

Ken Eskin, 1310-99th St., came forward to address the Council. He felt that proposed amount for the design was outrageous. He agreed with Former Mayor Zilber on seeking other options.

Council Member Reid suggested that the Planning & Zoning Board look at the design and getting input from other cities.

ACTION: Consensus was to for staff come back to the Council with more options.

Item 14. Discussion and approval to "piggy back" of a contract from the City of Miami for a design build agreement for the completion of BHI Community Center.

ACTION: Vice Mayor Leonard made a motion to piggy back of a contract from the City of Miami for the design build for the completion of the Town Community Center. Council Member Rousselot seconded the motion and it passed unanimously.

Item 15. Request for Approval to replace the Street Lights on the East Island. Town Manager seeks approval to replace the current old HPSV lights with the LED Cobra-Head design at a cost of \$206,453.22.

Town Manager Wasson explained that when the East Island lighting was upgraded with LED technology and it was very expensive. He stated that the LED prices have dropped and work to replace the lights would begin immediately. The estimated time for completion was 3 months.

ACTION: Council Member Reid made a motion to approve the replacement of the old HPSV light to LED Cobra Head design. Vice Mayor Leonard seconded the motion.

At this time Council Member Reid withdrew her motion to approve the lights replacement.

Consensus was for the staff to come back with a sample of the cobra-head design.

Item 16. Request for Approval to award Cleaning Contract for Town Hall and other Public Buildings to SunCity Cleaning Services, Inc. for a total amount of \$17,806.42.

At this time Council Member Rousselot left the meeting.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward to address the Council. He asked why the bids were so different and why the winning bid was asked to increase the price after the bidding closed. He also asked for more clarification and asked if the references were checked.

CLOSED PUBLIC COMMENT

Town Manager Wasson stated that all of the references were checked on all of the Bids that were submitted for consideration. He also stated that the initial budgeted amount was for \$40,000 and the bids came back \$25,000 under that amount.

ACTION: Vice Mayor Leonard made a motion to award the contract to Sun City Cleaning Services, Inc. Council Member seconded the motion and it passed unanimously.

Item 17. Discussion and approval to Extend Waste Management Contract (Renewal Option).

Town Manager Wasson stated that this was the last 2 year contract extension option and stated that they were responsive when something needed to be addressed.

Council Member Reid stated that she was dissatisfied with the Bulk pick up because the vendor failed to pick up after broken glass that was left behind.

Waste Management Representative, Jason Neal, came forward to address the Council. He stated that if there were any damages to assess they could send a new crew to inspect. He also added that the bulk pick up time and days could be changed at the Council discretion.

PUBLIC COMMENT

Ken Eskin, 1310 99th St., came forward to address the Council. He suggested changing the bulk pick up to once a week only. He also reported that the Waste Management truck leaked oil on the streets.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Leonard made a motion to approve the contract extension for 2 years. Council Member Salver seconded the motion and it passed unanimously.

Item 18. Approval of a resolution requested by Council Member Fuller opposing the proposed development of approximately 88 acres of Pine Rockland generally located along S.W. 152 Street and S.W. 127th Avenue.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, OPPOSING THE PROPOSED DEVELOPMENT OF APPROXIMATELY 88 ACRES OF PINE ROCKLAND GENERALLY LOCATED ALONG S.W. 152 STREET AND S.W. 127TH AVENUE WITHIN UNINCORPORATED MIAMI-DADE COUNTY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Fuller asked the Council to consider the proposed resolution. He explained that the Town of Cutler Bay passed a similar resolution regarding the Rockland area, which was south of Bay Harbor Islands. He stated that there was a lot of development in that area and the County had announced that they would pause the development to try to preserve the 88 acres of Pine Rockland.

PUBLIC COMMENT

Victor Maya, 1155 103 St. came forward to address the Council. He was opposed to the proposed resolution and urged the Council not to pass it.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to pass the proposed resolution. Council Member Reid seconded the motion and it passed unanimously.

There being no further business meeting was adjourned at 10:30 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 4.

ITEM: Approval of a resolution requested by Council Member Reid to waive building department permit fees as an incentive to residents who wish to upgrade their existing windows/door to hurricane impact resistant products.

DESCRIPTION:

Enclosed is the proposed resolution waiving permit fees for existing structures only from May 1st to December 1st of this year. This resolution will not be applicable to new construction.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

Our best estimate is \$8,000 to \$10,000 depending on participation.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Proposed Resolution - impact windows/doors	impact window.pdf
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, WAIVING BUILDING
PERMIT FEES FOR EXISTING PROPERTY OWNERS WHO
WISH TO UPGRADE THEIR WINDOWS AND DOORS TO
HURRICANE IMPACT RESISTANT PRODUCTS; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is concerned with the safety and welfare of all the citizens of Bay Harbor Islands; and

WHEREAS, It is in the best interest of all property owners to upgrade their windows and doors to hurricane impact resistant products; and

WHEREAS, The Town Council wishes to offer an incentive program to encourage property owners thinking about changing their existing windows and doors prior to hurricane season;

NOW THEREFORE, be it resolved that:

1. The Town will waive permit fees to existing property owners for the replacement of windows/doors for impact resisting products.
2. Only existing structures will qualify for this opportunity. New construction is excluded.
3. The permit application must be received starting May 1st through December 1st, 2015.
4. The Town Manager is directed to advertise this incentive program in the Town Newsletter and encourage citizen participation.

PASSED and ADOPTED this ____ day of _____ 2015.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 5.

ITEM: Approval of a **Resolution** of the Town Council adopting a Title VI program plan as required by Miami-Dade Transit and the Federal Transit Administration as part of the grant agreement which funded the Town's bus shelters.

DESCRIPTION:

As part of the grant agreement with Miami-Dade County Transit and the Federal Transit Administration, which funded the purchase and installation of the town's bus shelters, each municipality is required to create and adopt a Title VI Plan. The attached plan was developed by staff with the assistance of Miami-Dade County Transit.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	BHI Title VI Plan	Bay Harbor Islands Title VI Program.docx
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TOWN OF BAY HARBOR ISLANDS



TITLE VI PROGRAM PLAN

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 U.S.C. Section 2000d)

Town of Bay Harbor Islands
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Bay Harbor Islands, FL 33154
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Fax: 305-866-4863
Website: www.bayharborislands.org

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d).

The Town of Bay Harbor Islands is committed to ensuring that no person is excluded from participation in, or denied the benefits of Town transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

Information Notices

Title VI information notices are prominently and publicly displayed on the three Town Hall lobbies including Police Department, Community Development/Building & Zoning and Utility Payments/Human Resources

The name and contact information of the Title VI coordinator is available on the Town’s website, at www.bayharborislands.org. Additional information relating to the Town’s nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the Town’s Title VI Coordinator:

J.C. Jimenez
Assistant Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

Complaints

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information:

- Full name
- Mailing address
- Contact Information (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses
- Other information that you consider significant

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the Town at the following address:

Town of Bay Harbor Islands Attention:
J.C. Jimenez, Assistant Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

The Town encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the Town will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the Town shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within seven days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The Town of Bay Harbor Islands will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the

complainant is also advised of his or her right to:

- 1) Appeal within seven calendar days of receipt of the final written decision from the Town, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the Town, a written response will be drafted subject to review by the Town Attorney. If appropriate, the Town Attorney may administratively close the complaint. In this case, the Town will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East
Building, 5th Floor — TCR
1200 New Jersey Ave., SE Washington, DC 20590

Limited English Proficiency (LEP)

The Town of Bay Harbor Islands has a land area of .6 Square Miles. According to the 2010 Census, the Town has an approximate total population of 5,628 people, composed of the following:

Black or African American alone, percent, 2010 (a)	2.5%
American Indian and Alaska Native alone, percent, 2010 (a)	0.2%
Asian alone, percent, 2010 (a)	1.2%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.0%
Two or More Races, percent, 2010	2.3%
Hispanic or Latino, percent, 2010 (b)	46.3%
White alone, not Hispanic or Latino, percent, 2010	49.1%

Of the Town's population over the age of 5:

- 54.4% of residents speak a language other than English at home
- 45.6% speak English at home

The Town provides information in English and in Spanish when it is requested. Residents can request translations of documents that are in English. Most Town departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested. The Town regularly disseminates information via its website and utility bills.

The Town Title VI Policy and Complaint Procedures is hosted on the Town's web page in English and made available in other languages as requested.

The Town educates our staff and contractors on the following procedure (see Appendix F):

- a. Understanding the Title VI Policy and LEP responsibilities
- b. How to access Title VI Policy and Procedures via the Town's website.
- c. Document and resolve any language assistance deficiencies
- d. The procedure if a Title VI and/or LEP complaint is filed.

The Town will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

Public Participation Plan

The Town of Bay Harbor Islands seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at Council meetings, which occur the second and fourth Tuesday of every month. Town Council agendas are available for review by the public no less than two (2) days before Council meetings. Notices of resolutions or ordinances under Council consideration are announced in print in local newspapers.

The Town continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its outreach activities. Recent outreach initiatives include:

- Public notices in local and county wide newspapers
- Florida League of Cities
- On site posting
- Utility bills
- Inviting public inquires

Ordinances and resolutions adopted by the Town to apply for and utilize Federal and State grant funding are placed on the public hearing/meeting agenda and are subject to public notice and comment procedures.

The Town and its records are available to the public and the Town welcomes their input. The Town's Title VI Complaint Procedure is available to the public via the Town's website www.bayharborislands.org.

Decision Making Bodies

The Town of Bay Harbor Islands does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

Transit Programs/Service Standards

The Town of Bay Harbor Islands operates a fixed route circulator service (20 passenger bus) which travels to throughout the Town and into the neighboring municipalities of Surfside, Bal Harbour and North Miami. The circulator service route, however, does not utilize any of the federally funded bus shelters in the Town. The programs and/or services utilizing those bus shelters are provided and operated by Miami-Dade County Transit (MDT). You may contact Miami-Dade County Transit at www.miami-dade.gov for additional information. If the Town's route changes in the future to include stops utilizing these shelters, the Town will confer with Miami-Dade Transit to ensure the Town meets all Title VI requirements.

Transit Facilities

The Town does not have any storage, maintenance facilities or operation centers. Since the Town's fixed route circulator service is operated by a third party contractor, all maintenance and storage is handled offsite. If there are any changes in the future, as related to Title VI, the Town will confer with Miami-Dade Transit to ensure the Town meets all requirements.

Appendices

Appendix A: Complaint Procedure

Appendix B: Complaint Form

Appendix C: Letter Acknowledging Receipt of Complaint

Appendix D: Letter Notifying Complainant That the Complaint is Substantiated

Appendix E: Letter Notifying Complainant that the Complaint is not Substantiated

Appendix F: Employee Annual Education Form

Appendix G: Record of Investigations, Complaints and/or Lawsuits

Appendix A

Complaint Procedures

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the Town of Bay Harbor Islands may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged discrimination. The Town or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The Town has 60 days to investigate the complaint. If more information is needed to resolve the case, the Town's Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with:

Federal Transit Administration FTA Office of Civil Rights
1200 New Jersey Avenue SE Washington, DC 20590.



**Town of Bay Harbor Islands
Title VI Non-Discrimination Program
Complaint of Discrimination**

Complainant (s) Name:	Complainant(s) Address:	
Complainant (s) Phone Number:		
Complainant's Representative's Name, Address, Phone Number and Relationship (e.g. friend, attorney, parent, etc);		
Name and Address of Agency, Institution, or Department Whom You Allege Discriminated Against You;		
Names of the individual(s) Whom You Allege Discriminated Against You (if known);		
I believe the discrimination I experienced was based on: (check all that apply):	☐ Race ☐ Color ☐ National Origin	Date of Alleged Discrimination:

Mail to: Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 Attn: J.C. Jimenez

This form may also be faxed to: **305-866-4863** Attn: J.C. Jimenez

A complaint must be filed no later than 30 days after the date of the alleged discrimination.



**Town of Bay Harbor Islands
Title VI Non-Discrimination Program
Complaint of Discrimination**

Please list the name(s) and phone number(s) of any person, if known, that the Town of Bay Harbor Islands could contact for additional information to support or clarify your allegation(s).

Please explain as clearly as possible how, why, when and where you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Additional pages may be attached if needed.

Complainant(s) or Complainant(s)Representatives Signature:
Date of Signature:

Appendix C

Letter Acknowledging Receipt of Complaint

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the Town of Bay Harbor Islands alleging:

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-866-6241, or write to me at this address.

Sincerely,

J.C. Jimenez
Assistant Town Manager/Title VI Coordinator
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix D

Letter Notifying Complainant that the Complaint is Substantiated

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of (date) against the Town of Bay Harbor Islands alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention.

Sincerely,

J.C. Jimenez
Assistant Town Manager/Title VI Coordinator
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix E

Letter Notifying Complainant that the Complaint is not Substantiated

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms)

The matter referenced in your letter of (date) against the Town of Bay Harbor Islands alleging Title VI violation has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The Town Attorney has analyzed the materials and facts pertaining to your case for evidence of the Town's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to:

1) Appeal within seven calendar days of receipt of this final written decision from the Town, and/or

2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

- Federal Transit Administration Office of Civil Rights Attention: Title VI Program
Coordinator East Building, 5th Floor TCR 1200 New Jersey Ave., SE Washington, DC
20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

J.C. Jimenez

Assistant Town Manager

Appendix F

Employee Annual Education Form

To all employees of the Town of Bay Harbor Islands:

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the Town of Bay Harbor Islands and its contractors are expected to consider, respect, and observe this policy in their daily work and duties.

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin.

If a citizen approaches you with a question or complaint, direct him or her to contact:

Town of Bay Harbor Islands Attention:
J.C. Jimenez, Assistant Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix G



List of TITLE VI Investigations, Lawsuits and Complaints

Type (Investigation, Lawsuit or Complaint)	Date of Complaint (Month/Day/Year)	Summary of Complaint (include basis of Complaint; race, color or national origin)	Status of Complaint	Action(s) Taken

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 6.

ITEM: Approval of a **Resolution** requested by Council Member Reid supporting the Miami Dade County Sea Level Rise Task Force recommendations and urging the Miami Dade County Commission to implement such recommendations.

DESCRIPTION:

This resolution was withdrawn from a previous agenda and the Town Attorney was asked to provide an opinion. Enclosed is the resolution, the Sea Level Rise Task Force recommendations and the Town Attorney's opinion.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Proposed Resolution	DRAFT Reso - Sea Level.docx
2.	Sea Level Rise Recommendations	sea-level-rise-report-recommendations - no attachments.pdf
3.	Town Attorney's Opinion	Town Attorney opinion - sea level rise.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, SUPPORTING THE MIAMI-DADE SEA LEVEL RISE TASK FORCE RECOMMENDATIONS AND URGING THE BOARD OF MIAMI-DADE COUNTY COMMISSIONERS TO IMPLEMENT SUCH RECOMMENDATIONS; ENCOURAGING OTHER MIAMI-DADE COUNTY MUNICIPALITIES TO JOIN THE TOWN OF TOWN OF BAY HARBOR ISLANDS IN THEIR SUPPORT FOR THE MIAMI-DADE SEA LEVEL RISE TASK FORCE; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MAYOR AND COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, THE MIAMI-DADE COUNTY LEAGUE OF CITIES, INC. AND MUNICIPALITIES IN MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the world's scientific community has reached consensus that human-induced climate change is occurring and is causing sea level rise; and

WHEREAS, Miami-Dade County, its wildlife, natural lands, water supply, vital facilities, and infrastructure are especially vulnerable to the impacts of sea level rise; and

WHEREAS, climate scientists and other groups have predicted the potential erosion of dry land and loss of property and natural resources in Miami-Dade County as a result of sea level rise; and

WHEREAS, a U.S. Geological Survey study concluded that sea levels along the east coast of the United States will rise three to four times faster than the global average over the next century and the U.S. Army Corps of Engineers has projected that the water around Miami could rise up to 24 inches by 2060; and

WHEREAS, parts of Miami-Dade have already experienced an increased frequency of urban flooding caused by higher high tides, elevated groundwater levels, and over saturated soils, and without any action, these rising tides will pose a significant threat to the Town's tourism industry; and

WHEREAS, the Miami-Dade Sea Level Rise Task Force ("SLRTF") reviewed the relevant data and prior studies, assessments, reports, and evaluations of the potential impact of sea level rise on vital public services and facilities, real estate, water and other ecological resources, water front property, and infrastructure; and

WHEREAS, the SLRTF issued a report with their findings on July 1, 2014, that included a comprehensive and realistic assessment of the likely and potential impacts to sea level rise and

storm surge over time, to be used to help develop a set of recommendations relative to amendments to the Comprehensive Development Master Plan, capital facilities planning, budgetary priorities and other County programs as necessary to ensure that Miami-Dade County is taking all appropriate actions to reduce its contributions to climate-induced sea level rise and to ensure its resiliency to the increase in sea level rise, storm surge and related impacts which are expected to occur; and

WHEREAS, the SLRTF set forth numerous recommendations in their report that, if implemented would aid Miami-Dade County in coping with the inevitable consequences of this measurable, tractable, and relentless reality of sea level rise; and

WHEREAS, the Miami-Dade Board of County Commissioners will discuss the adoption of various resolutions to move the recommendations of the SLRTF into action; and

WHEREAS, the Town of Bay Harbor Islands seeks to work collaboratively and jointly with Miami-Dade County to ensure the quality of life and economy of Town residents is protected.

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

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

Section 2. Support. The Town of Bay Harbor Islands supports the Miami-Dade Sea Level Rise Task Force efforts and recognizes that human-induced climate change is occurring and is causing sea level rise that affect Miami-Dade County's wildlife, natural lands, water supply, vital facilities, and infrastructure. The Town therefore supports the adoption of sound resolutions to implement the recommendations of the SLRTF.

Section 3. Request by Town of Bay Harbor Islands. The Town requests the Miami-Dade Board of County Commissioners to ensure the language contained in the resolutions is action-oriented and furthers the process of preparing Miami-Dade County and its natural and built environment for the inevitable rise in sea level.

Section 4. Municipalities. The Town further encourages other Miami-Dade County municipalities to join the Town in supporting Sea Level Rise Task Force recommendations.

Section 5. Directions to Town Clerk. The Town Clerk is hereby directed to transmit a copy of this Resolution to the Mayor and County Commissioners of Miami-Dade County, Florida, the Miami-Dade County League of Cities, Inc. and municipalities in Miami-Dade County.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY

Miami-Dade Sea Level Rise Task Force Report and Recommendations

July 1, 2014

Miami-Dade Sea Level Rise Task Force Members

Harvey Ruvin, Task Force Chairperson, Honorable Clerk of Courts, Miami-Dade County

James Murley, Esq., Task Force Vice-Chairperson, Executive Director, South Florida
Regional Planning Council

David Enfield, Ph.D., Research Oceanographer

Sara E. Fain, Esq., Executive Director, Everglades Law Center

T. Willard Fair, President, Urban League of Greater Miami, Inc.

Jorge Gonzalez, Chief Executive Officer, City National Bank

Arsenio Milian, P.E., President, Milian, Swain & Associates, Inc.

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Chairman's Letter

SEA LEVEL RISE TASK FORCE REPORT

"The potentially empowering capacity to be able to 'foresee and forestall' is what ultimately distinguishes the human species from all others..."

Buckminster Fuller, Legendary Futurist

Sea Level Rise is an inevitable consequence of the warming of the oceans and the accelerated melting of the planet's ice sheets -regardless of cause. It is a measurable, trackable and relentless reality. Without innovative adaptive capital planning it will threaten trillions of dollars of the region's built environment, our future water supply, our unique natural resources, our agricultural soils, and our basic economy.

Dealing with this challenge will require a coordinated effort of unprecedented commitment. As the report chronicles, that effort has already begun. Miami-Dade County has been a leader among local governments, thinking globally and acting locally.

The prior Miami-Dade Climate Change Advisory Task Force (CCATF), after nearly 5 years of work, produced a range of recommendations dealing with adaptation of both our built and natural environments. The current Sea Level Rise Task Force (Task Force), rather than reinvent the wheel, is recommending a more structured implementation and oversight commitment by the County Administration.

The ongoing Southeast Florida Regional Climate Change Compact has been doing great work in helping to set the stage for what needs to be a multi-level intergovernmental partnership to effectively address sea level rise. The City of Miami Beach, with newly elected and appointed leadership is meeting the short term challenge of "sunny day flooding" (a harbinger of sea level rise) in a proactive way. Others are lining up to be part of the solution.

This Report is an urgent, though optimistic, call to begin the step by step process needed to design and build a re-engineered urban infrastructure that over time will withstand a worst case scenario. It begins with the Board's calling for a commitment by the Administration to obtain the technical expertise needed to vet the elements and timing of the plan.

Make no mistake, it will be costly, but its costs are dwarfed by the potential human, physical and economic values at stake. The members of your Sea Level Rise Task Force are grateful for the opportunity to present this Report and are confident that both the Board and the Mayor will take the necessary actions.


Harvey Ruvin, Chair

Report

I. Introduction

Warming of the oceans, melting ice sheets, and extreme weather events have become more prominent realities during the past year. Southeast Florida has been experiencing some of these effects first-hand, with severe downpours and “king tides” causing localized flooding in some areas of Miami-Dade County. These events provide a glimpse into the future of what we may expect to experience even more frequently and to more extremes in the region. They also provide an opportunity to better understand what these extremes may mean for our community and how we can begin to address these impacts now. Noting the mounting evidence supporting the overwhelming scientific consensus that climate change is real and in fact already accelerating sea level rise, the Miami-Dade Board of County Commissioners (BCC) wisely created the Miami-Dade County Sea Level Rise Task Force (Task Force) in July 2013 by unanimously passing Resolution No. R-599-13 (Appendix A), as a focused next step to better gauge and plan for what lies ahead.

Our charge was multifaceted:

- a) To provide a realistic assessment of the likely impacts of sea level rise and storm surge over time.
- b) To make recommendations relative to the Comprehensive Development Master Plan (CDMP), Capital Facilities Planning and other priorities.

The Task Force was provided with prior studies, reports and evaluations of potential impacts on vital services and facilities, ecological resources and infrastructure. The Task Force met fourteen times and heard presentation from various experts on topics ranging from a review of county and regional planning efforts regarding climate impacts, storm-water management and drainage, sewerage systems, vulnerabilities of freshwater aquifers and wells, the role of Everglades restoration and natural systems in resilience, how to build resilience in communities, as well as the serious insurance and reinsurance implications of expected sea level rise.

All presentations and minutes of the Task Force meetings are posted on line at the Miami-Dade Sea Level Rise Task Force webpage.¹ All of our deliberations and discussions have been guided by Sunshine Law directives. A detailed list of all presentations made at the Task Force meetings can be found in Appendix B.

¹ Southeast Florida Regional Climate Change Compact (June11, 2012).

Retrieved from: [HTTP://WWW.MIAMIDADE.GOV/PLANNING/BOARDS-SEA-LEVEL-RISE.ASP](http://www.miamidade.gov/planning/boards-sea-level-rise.asp)

II. Overarching Recommendation

This Report contains five recommendations, the first of which is the most crucial.

In order to secure a future that is resilient to threats of sea level rise, much detailed and truly comprehensive expert analysis must be undertaken in order to plan and design a robust capital plan: not just to update, but in a sense, to reinvent our urban infrastructure in a timely, sequenced manner to meet our future as it unfolds. In order to accomplish this, we need to start the process now. The following overarching recommendation is a critical first step.

RECOMMENDATION 1: The Sea Level Rise Task Force recommends accelerating the adaptation planning process by seeking and formally selecting the engineering and other relevant expertise needed to develop the robust capital plan, vetting the elements (i.e., flood protection, salinity structures, pump stations, road and bridge designs, etc., just to name a few possibilities) as well as what measurable indicators will trigger timely sequencing.

The plan, its development and its implementation must be fully collaborative, involving all levels of government. The framework for action should also include the South Florida Water Management District (District). The Southeast Florida Regional Climate Change Action Plan (RCAP) will also be essential as an overarching guide as implementation gets carried out. Involving the Re-Insurance Industry in the plan's development will facilitate their effective buy in. Carrying out this plan will be costly, but far less than the cost of inaction.

III. Laying the Foundation for Action

In 2006 the Miami-Dade Board of County Commissioners (BCC) created the Miami-Dade Climate Change Advisory Task Force (CCATF), comprised of eighteen individuals, a multi-disciplinary group of stake-holders and experts, tasked to make recommendations on the overall issue of Climate Change, focusing predominantly on adaptation. This group divided into sub-committees and directly involved hundreds of others in sixty-five separate meetings over the five-year period. At the time of their sunset, fifty-seven multi-part recommendations had been produced regarding needed steps relative to adaptation of natural systems, built environment, health and economic systems, as well as a series of Green House Gas mitigation recommendations (Appendix C – Miami-Dade County CCATF Members & Recommendations).

Many of these recommendations were incorporated into GreenPrint, Miami-Dade County's community-wide sustainability plan developed in 2010, and are currently being

implemented. The CCATF recommendations addresses the cross section of specific elements called for in Resolution # 599-13.

RECOMMENDATION 2: The Sea Level Rise Task Force recommends that the Miami-Dade Board of County Commissioners direct County administration to establish formal oversight, and dedicate sufficient resources and staffing to ensure implementation and update of the specific Climate Change Advisory Task Force (CCATF) recommendations.

In 2010, recognizing that climate change has little regard for man-made territorial boundaries, the four counties in southeast Florida formed the Southeast Florida Regional Climate Change Compact (Compact). Miami-Dade, Broward, Palm Beach and Monroe counties became the first, perhaps the only, neighboring local governments to collaborate on their common concerns about climate change. These four counties, comprised of over 100 cities and representing over 30 percent of the state's population, agreed to contribute staff, resources, and expertise to address climate change issues, including sea level rise. In October 2012, the Compact produced over one hundred recommendations in a well thought-out Regional Climate Action Plan for Southeast Florida (RCAP) (Appendix D – A Region Responds to a Changing Climate).²

Clearly this format provides a pathway structure to continue to build on.

In October, 2013, the Board of County Commissioners approved amendments in the County's Comprehensive Development Master Plan (CDMP) which incorporate language addressing climate change and sea level rise in over thirty Objectives and Policies of the Plan (Appendix E). This followed the CDMP 2011 Evaluation and Appraisal Report (EAR), as required per Florida statutes, when these issues were identified as priorities to address as part of the CDMP update. For example, CDMP Land Use Element Policies LU-3K and LU-3L focus on determining vulnerable areas that can be designated as Adaptation Action Areas, which will facilitate focused funding and adaptation planning in these areas to help mitigate impacts and build resilience to climate change and sea level rise. These CDMP policies now form a sound foundation for Miami-Dade County to actively incorporate these considerations into existing capital investment and infrastructure planning processes, and will continue to be evaluated and updated as part of the ongoing EAR process.

RECOMMENDATION 3: The Sea Level Rise Task Force recommends that Miami-Dade County implement the Adaptation Action Areas (AAA's) called for in the Comprehensive Development Master Plan (CDMP) and to incorporate sea level rise and storm surge risks utilizing best available data.

² Southeast Florida Regional Climate Change Compact (June11, 2012).

Retrieved from:

<http://southeastfloridacclimatecompact.org/pdf/Regional@20Climate%20Action%20Plan%20Final%20ADA%20Compliant.pdf>

The Board of County Commissioners has already taken a first bold step by unanimously adopting Resolution R-451-14 (Appendix F) on May 6, 2014, setting policy for Miami-Dade County by requiring all county infrastructure projects to consider the potential impact of sea level rise during all project phases and calling for an evaluation of existing infrastructure in the face of sea level rise. This action sets the stage for a fully comprehensive assessment and plan to provide an evolving infrastructure, resilient to a worst case scenario.

At the time of the submission of this Report, a proposed ordinance was pending before the BCC that would require inclusion of a statement regarding consideration of sea level rise for all agenda items related to planning, design and/or construction of County infrastructure. We urge passage of this ordinance as fully consistent with, and supportive of, this Sea Level Rise Task Force Report.

IV. Flooding Risk Due to Sea Level Rise, Storm Surge and Other Factors

About 90% of the excess heat due to Greenhouse Effect warming is absorbed by the ocean rather than the atmosphere or land. The basic science is that as water warms, it expands. This effect, coupled with ice loss from the Greenland and Antarctic ice sheets, are the fundamental causes of global sea level rise. In addition, as we lose reflective surface due to melting ice, we are seeing a feedback loop that increasingly reinforces the Greenhouse Effect and accelerates sea level rise.

Tide stations measure local sea level rise which refers to the height of the water as measured along the coast relative to a point on land. Because the heights of both the land (subsidence or uplift) and the ocean are changing, sea level in some locations is rising faster than the global average (e.g., New Orleans) while in other regions sea level may actually be falling (Alaska). By estimating present and future local rates of relative sea level change for a specific area based on observations and projections of global sea level rise, coastal managers and engineers can begin to analyze and plan for the impacts of sea level rise for comprehensive planning. Future land use decisions should reflect lessons learned from allowing development in vulnerable areas.

The Task Force chose to focus primarily on the next 50 years, to 2060, as our present planning horizon and relied heavily on the projections produced by the Southeast Florida Regional Climate Change Compact partners of two feet of sea level rise by 2060 (Figure 1 below). This projection was adopted by all four Compact counties as a guideline for planning purposes. The workgroup of experts convened by the Compact to develop this projection agreed to reconvene approximately every four years, or more often as needed,

to review new data and science to determine if the projection should be revised. The workgroup is expected to reconvene later in 2014. For longer range planning up to 2100, at least three feet of sea level rise should be utilized. Specific infrastructure and planning projects should design for the projected sea level during the life expectancy of a project.

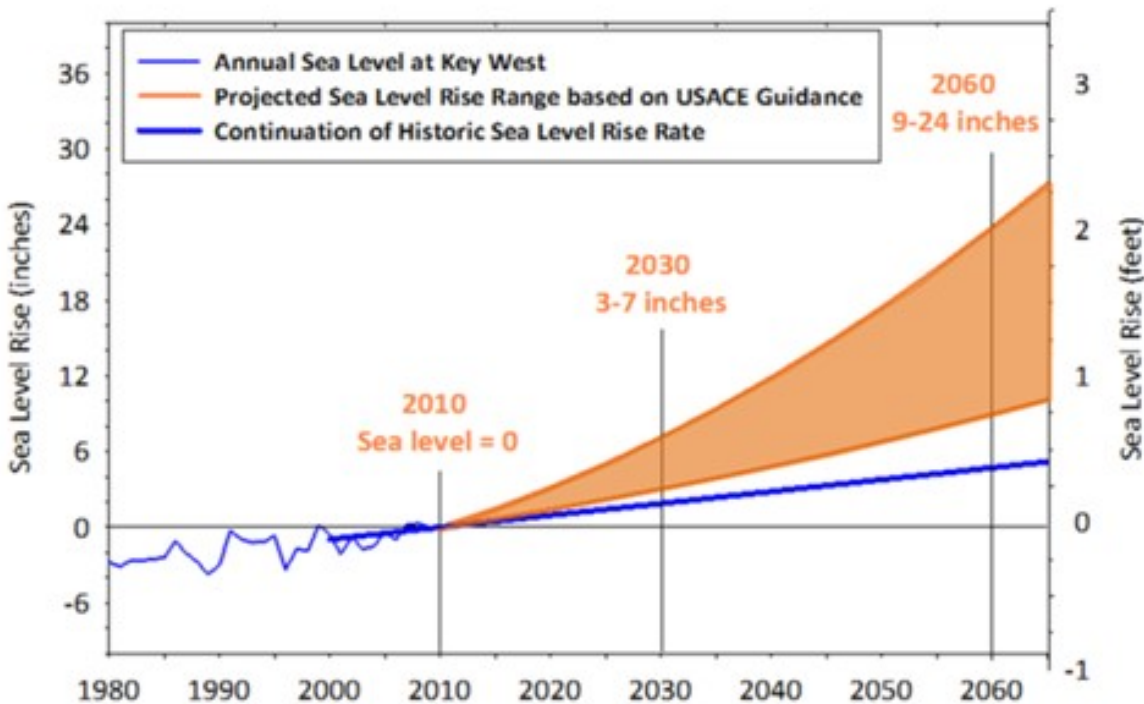


Figure 1 – The Southeast Florida Regional Climate Change Compact convened a group of experts in 2010 which reviewed the most current science and data and developed a sea level rise projection over time for the Southeast Florida region.

We must keep in mind that this is literally a moving target; sea level is no longer a constant and as new scientific research becomes available, the projections of the future rate of rise will also change. As we move forward, we will need to keep abreast of new information from key sources such as the Intergovernmental Panel on Climate Change (IPCC), the National Oceanic and Atmospheric Administration (NOAA), the U.S. Army Corps of Engineers (USACE) and the National Climate Assessment (NCA), and stay alert to events that could have a dramatic impact on the rate of sea level rise. Because the County is now confronted with a changing environment, the challenge is to craft flexible policies that can adapt to evolving needs.

Storm surge is an abnormal rise in sea level accompanying a hurricane or other intense storm, and whose height is the difference between the observed level of the sea surface and the tide level expected to occur in the absence of the storm. Storm surge can range from a few feet, up to fifteen to twenty feet in extreme cases, and typically lasts from several hours

up to a day. It is accompanied by large and destructive ocean waves, and will typically affect a specific stretch of shoreline, usually ten miles or less.

It is not possible to consider future storm surges without also accounting for the interacting effects of sea level rise. Although sea level rise is gradual (2-4 feet in this century) and less in magnitude than storm surge, it is always present, it affects shorelines everywhere and exacerbates the effects of storm surges when and where they occur. In the course of this century, sea level rise will eventually add up to one-fourth to one-half the magnitude of any storm surge that occurs on any parts of Miami-Dade County's coastline. Figure 2 below illustrates the disproportionate effect of a two-foot rise in sea level on a hypothetical storm surge accompanying a Category 3 Hurricane. Storm surge recedes, sea level rise does not.

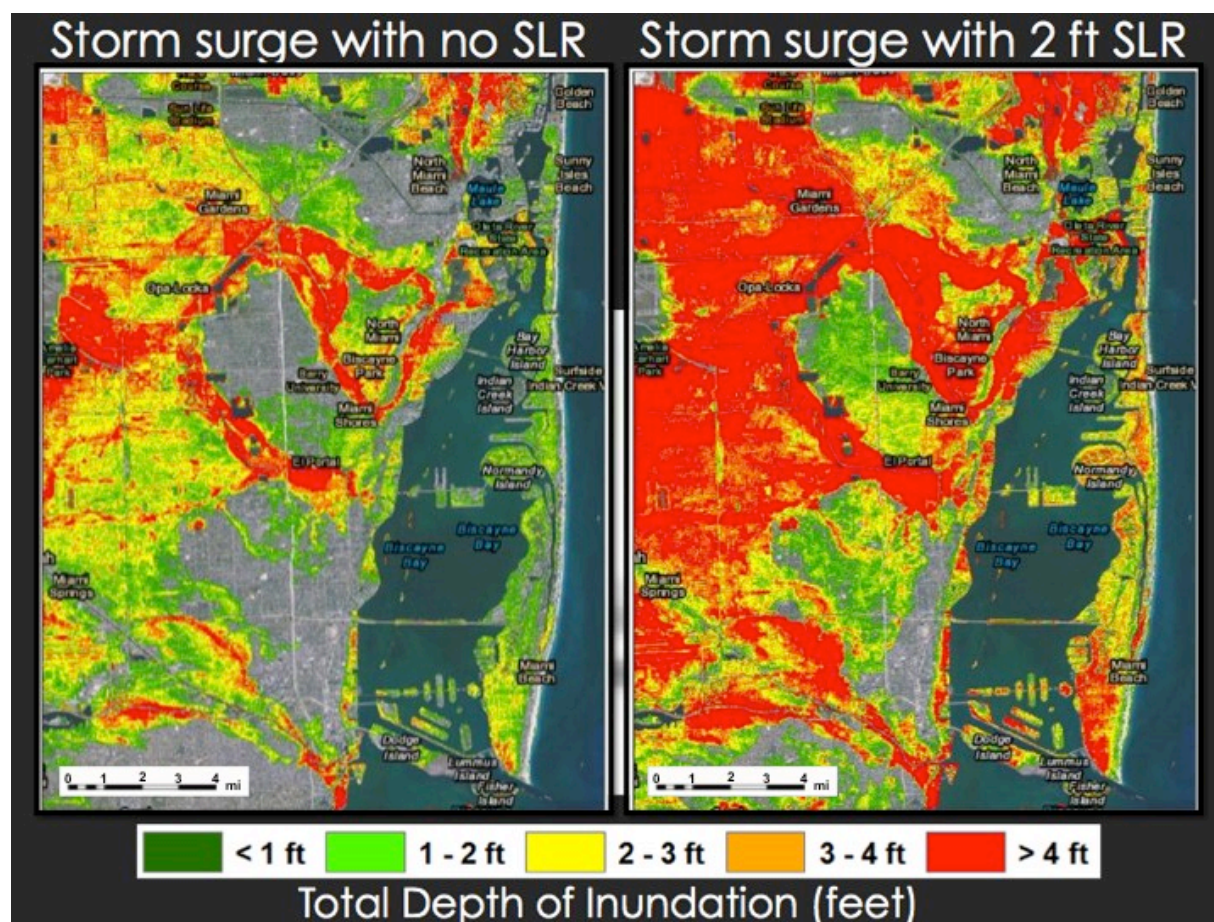


Figure 2 – Two images of Miami-Dade County showing the inundation from a hypothetical storm surge that would typically accompany a Category 3 Hurricane at high tide. On the left is the depth of surge as it would affect coastal and inland areas with present-day sea levels. On the right is the depth of surge as it would affect the same areas with an additional two feet of sea level rise if no adaptation measures are taken. Maps are based on the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) surge model used by the National Hurricane Center. (Courtesy of Dr. Keren Bolter).

Depending on measures taken globally to mitigate the effects of Greenhouse Gases on the planet -- and how soon they are implemented -- the world and specifically Miami-Dade County are committed to a continued rise in sea levels beyond this century with the potential to permanently inundate large parts of the County. *Long before permanent inundation occurs, however, and perhaps within decades, flooding events will become progressively more frequent*, especially in low-lying areas, due to the exacerbating effect of higher sea levels on high tides, heavy rain events and storm surges. Other aspects of climate change, such as the expected increase in the intensity of rainstorms and hurricanes, will further exacerbate the impacts of flooding events. The best illustration of this is what we have already observed happening in Miami Beach over the last decade and a half. The annual number of flooding events in Miami Beach from all causes has been steadily increasing and will likely continue to increase to the point where some areas will need to be abandoned or re-purposed when insurance becomes unavailable or too expensive, and/or engineering measures can no longer mitigate against the problems. What is now happening in Miami Beach is the “*canary in the coal mine*” for what will inevitably occur in other low-lying areas of the county. Saltwater intrusion into the Biscayne Aquifer, the primary source of freshwater for Southeast Florida, is also a considerable threat with sea level rise, and steps must be taken to avoid or mitigate this potential impact.

RECOMMENDATION 4: While recognizing the recent efforts to address flood protection and saltwater intrusion by the South Florida Water Management District and the Miami-Dade County, the Sea Level Rise Task Force recommends that Miami Dade County work jointly with the District and the SE Climate Compact partners to conduct a comprehensive study and develop adaptation strategies to address potential flood damage reduction and saltwater intrusion associated with sea level rise. This strategy should expeditiously address rising sea levels, a time frame for implementation, and a potential funding mechanism.

Lands in public ownership are crucial to restoring hydrology and surface water levels, which can help reduce the threat of salt water intrusion. Wise land use planning and incorporating the benefits received from natural systems must be an essential part of a resilience strategy, and funds and legislative support are needed to complete the targeted acquisitions and protect these natural areas.

RECOMMENDATION 5: The Sea Level Rise Task Force recommends that Miami-Dade County’s resiliency efforts must incorporate support for Everglades restoration, including making restoration a top priority for County lobbying efforts, and must strategically utilize and fully fund both acquisition and management needs for the County’s Environmentally Endangered Lands Program (EEL).

Clearly, without adaptation, current ground levels and essential fresh water, flood, and drainage related systems will be critically compromised, if not overwhelmed.

V. Reinsurance Industry and Potential Economic Implications

Perhaps the most impactful presentation made to the Sea Level Rise Task Force came from representatives of the Re-Insurance Industry. Mark Way, Sustainability Director of Swiss Re, stated that the insured losses for the global insurance industry totaled \$6.4 billion per year in the 1980's for weather related impacts. This has risen to \$40 billion during the first decade of this century. Over the past six years, Swiss Re has been conducting research to assess the cost of adapting to severe weather impacts using a rigorous risk management approach to assess local total climate risk and included proposed adaptation measures to address total climate risk on an economic basis. Using predictive scenarios, this study estimated the expected losses for Southeast Florida by scenario and by hazard ranged from \$17 billion, or 8.5 percent of Gross Domestic Product (GDP) in 2008, to \$33 billion or 10% of GDP in 2030. This study also suggested the most cost-effective ways to minimize loss. According to the cost/benefit curve developed in this study for the Southeast Florida region, it is estimated that approximately \$30 billion of the total expected loss in 2050 could be avoided if a comprehensive plan for adaptation were implemented. It was explained to the Task Force that adaptation policies implemented now will significantly lower the insurance costs to the County and its residents in the future, and in some cases avoid or postpone wholesale abandonment due to non-insurability or the high cost of premiums.

A recent report by the Geneva Association (Appendix G), the leading international think tank for strategically important insurance and risk management issues, concluded that Historic Climate Records are no longer reliable tools in either risk assessment or rate setting. Insurance rates are climbing and could soon become prohibitive: the cruelest "tax" of all.

RECOMMENDATION 6: Recognizing the need to develop insurance mechanisms that will provide real help to the victims of climate change impacts, The Sea Level Rise Task Force recommends that Miami-Dade County consider initiating discussions with private insurance and reinsurance professional organizations, member local governments in the Southeast Florida Climate Change Compact and the Florida Office of Insurance Regulation in the Department of Financial Services to develop long-term risk management solutions.

VI. Conclusion

With trillions of dollars of built environment and invaluable natural resources at stake in the region, the economic imperative to take action sooner rather than later is clear.

WE BELIEVE THAT WITHOUT A PROFESSIONALLY WELL THOUGHT OUT ADAPTATION PLAN IN PLACE, WE RISK LOSING INSURABILITY AND FINANCIAL SUPPORT FOR OUR FUTURE.

Although the need to begin is urgent, we are optimistic that with commitment we can continue to build a future South Florida that will not just remain viable, but one that will continue its emerging status as a vibrant world class Region.

Marlene Marante

From: Ronald J. Wasson
Sent: Thursday, February 26, 2015 12:04 PM
To: Marlene Marante
Subject: FW: Miami-Dade Sea Level Rise Task Force Report and Recommendations

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office - 305-866-6241
Fax - 305-866-4863
rwasson@bayharborislands.net

From: Frank Simone [<mailto:frank@franksimone.com>]
Sent: Thursday, February 19, 2015 5:46 PM
To: Ronald J. Wasson; Craig Sherman
Cc: Michael Weiss
Subject: Miami-Dade Sea Level Rise Task Force Report and Recommendations

Dear Ron:

We reviewed the Miami-Dade Sea Level Rise Task Force Report and Recommendations (the "Report") in connection with the concerns raised by Mr. Telesco at the last Town Council Meeting regarding land use within the Town in light of the same. I also discussed the matter with Mr. Recio, Esq. of Weiss Serota. This communication addresses only the potential effect of the Report on the Town's land use. It does not address the other matters set forth in the Report.

There are a few recommendations set forth in the Report that may severely curb the Town's ability to regulate its land use (and property owner rights within the Town).

The report is, in part, premised upon a hypothetical Category 3 Hurricane storm surge at high tide with two (2) feet of additional sea water level and the impact of the same as set forth below:

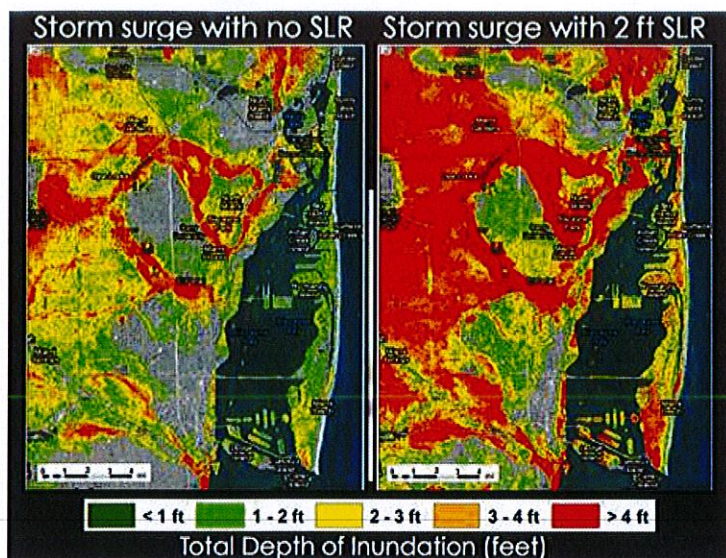


Figure 2 – Two images of Miami-Dade County showing the inundation from a hypothetical storm surge that would typically accompany a Category 3 Hurricane at high tide. On the left is the depth of surge as it would affect coastal and inland areas with present-day sea levels. On the right is the depth of surge as it would affect the same areas with an additional two feet of sea level rise if no adaptation measures are taken. Maps are based on the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) surge model used by the National Hurricane Center. (Courtesy of Dr. Keren Bolter).

As one can see, the Town is located in a coastal area that would be adversely effected by such a storm.

The Report recommends that infrastructure and development (including redevelopment) be located outside coastal or flood hazard prone areas [which would include the Town] using certain projections of sea level rise to identify such areas. The Report recommends the creation of a transitional zone between the hazard area [including the Town] and the build area (located farther to the west) to be protected and prohibit incompatible land uses that would convert open lands in the transitional zone. The end result is to amend the Miami-Dade Comprehensive Master Plan to restrict land use in areas that would be at risk [including the Town] from sea level rise and associated risks. Such comprehensive planning and zoning policy, would include development setbacks and limits on density and infrastructure in coastal zones [the Town] and transitional zones [located further west] to consider vulnerability to sea level rise and saltwater intrusion. (Page 40. D-4 and E-1 page 41).

The impact of the Report is that it may further reduce the Town's density limits, setbacks, and infrastructure, and severely restrict the Town's ability to regulate land use within its municipality (and property owner's rights within the Town).

Please let me know whether you have any questions concerning the above.

Best Regards,

FRANK SIMONE P.A.
Law Offices

Frank C. Simone, Esq., CFP^(R)
701 Brickell Avenue
Suite 1550
Miami, Florida 33131
Phone: (305) 221-8000
Cell: (305) 790-3873
Fax: (305) 357-2510

Email: Frank@FrankSimone.com

Web: www.FrankSimone.com

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Thank you.

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a Temporary Sales and Construction Office at 9521-41 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code.

Enclosed is a copy of the location of the temporary structure, a copy of the renderings and other information submitted in connection to this request. Also attached is a copy of the pertinent section which requires Council approval.

DESCRIPTION:

The applicant submitted a request for a Temporary Sales and Construction Office to be located at 9521-41 East Bay Harbor Drive. The project was approved by the Planning & Zoning Board December 3, 2013 to construct 41 residential units.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Sales & construction office	La Boutique Sale office.pdf
2.	Code	23-4 (7).pdf

La Boutique

Bay Harbor Islands

Temporary Sales and Construction Office
Submittal Package

Attention: Marlene Marante

March 23, 2015

JCG Bay Harbor, LLC.

Attn: Town Council Members
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: La Boutique Condominium Building -- Temporary Sales and Construction Office
9521-41 East Bay Harbor Drive, Bay Harbor, FL
Lot 3-4 of Block 1

Dear Town Council members:

We hereby request to be included on the April 13, 2015 agenda for the review of our proposed temporary sales and construction office. Our intention is to construct a temporary sales and construction office on the easternmost portion of the site as shown on the attached drawings.

Our plan is to demolish the two existing apartment buildings and leave the site graded and sodded. After we complete the demolition we would set up a temporary sales office. Both offices will be accessible with a walkway on the northern and southern boundary of our site. The sales office will be comprised of a steel frame structure with a glass storefront exterior and sliding glass doors. This temporary structure will be architectural interesting and visually appealing.

The sales office will only be used prior to the commencement of construction. Prior to the commencement of construction the sales office will be removed from the project site. There will be no use of the sales office after the start of construction. We believe that the sales office will be onsite for 6 months.

The construction office will be setup prior to the start of construction and after removal of the sales office. The construction office will be maintained until such a time as we can setup a temporary office within the new building. The construction office will be onsite for approximately 9 months.

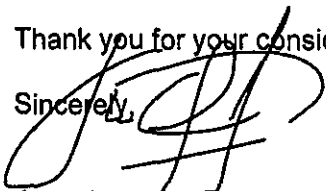
Our project La Boutique has site plan approval (Resolution No. 1187) and a deadline for submitting full construction drawings of December 16, 2016 has been established. We are currently working on completing our construction drawings and will be submitting for building permit within the next 180 days, well before the expiration of our approval.

The previous owner of the site also had applied for and received demolition permits. The demolition permit number is BP2014-285 under Charleville Development Corporation. We are currently in the process of changing this permit to our new general contractor Coastland Construction, Inc.

In closing, we are happy to answer any questions regarding our proposal and to incorporate any comments from the Town Council.

Thank you for your consideration with the above matter.

Sincerely,



Juan Carlos Gonzalez
JCG Bay Harbor, LLC.

La Boutique Contact Information

Owner:

JCG Bay Harbor, LLC
1001 Brickell Bay Drive
Suite 2110
Miami, Florida 33131
305-740-1956

Contractor/Owners Representative:

Coastland Construction
Alejandro Rodriguez
4661 SW 71st Ave
Miami, FL 33155
305.669.1740

Design Architect:

Revuelta Architecture International
2950 SW 27th Avenue, Ste. 110
Miami, FL 33133
305.590.5000

Project Architect:

Charles H. Benson & Associates, Architects
1665 Washington Ave. #2
Miami Beach, FL 33139
305.532.6161

Sales Office Architect:

N25 Architecture Co.
Norman Blandon
6262 SW 40 Street Suite 2A
Miami, FL 33155
305.666.5151

RESOLUTION NO. 1187

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE LA BOUTIQUE PROJECT.

WHEREAS, on October 14, 2013, BH SOUTH ISLAND, LLC (hereinafter the "Applicant"), filed an initial application for Site Plan approval. On November 19, 2013, Applicant submitted a revised site plan for a 41-unit condominium building, consisting of two (2) stories of parking and seven (7) stories of habitable units ("Site Plan") located thereupon located at 9521-41 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 3 and 4 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the "La Boutique Project"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) and 23-11(B1)(6) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on December 3, 2013, the Town's Planning and Zoning Board approved the Site Plan for the La Boutique Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

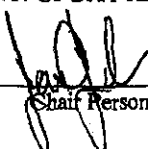
1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the Site Plan for the La Boutique Project is consistent with the criteria set forth in Section of 5-23.1 and 23-11(B1)(6) of the Code and approves the Site Plan titled La Boutique dated November 19, 2013, subject to the below conditions for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. This approval is based on the Site Plan dated November 19, 2013. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.
 - B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the La

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

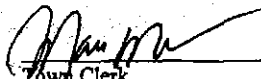
PASSED this 3rd day of December, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

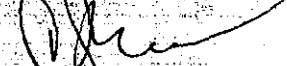
By: 

Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



November 26, 2014

Town Council

Robert H. Yaffe
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Council Member

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Solange M. Rousselot
Council Member

Isaac Salver
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sherman
Town Attorney

Matthew A. Barnes
Principal Planner, AICP
Akerman LLP
One Southeast Third Avenue, Suite 2500
Miami, FL 33131-1714

RE: **LA BOUTIQUE**
9521 & 9541 E. BAY HARBOR DRIVE
LOTS 3-4 OF BLOCK 1

Dear Mr. Barnes:

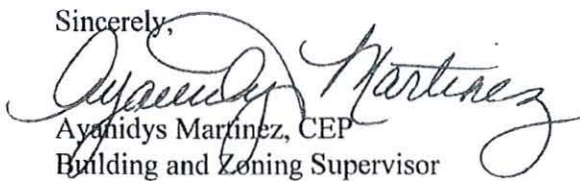
We are in receipt of your letter dated November 3, 2014, requesting a zoning approval letter for the above mentioned project. The deadline to submit full construction drawings for the project is December 3, 2016. This extension has been approved recently by the State Legislature enactment of another 2-year extension for local government-issued development orders and building permits.

After that time, no extensions will be granted and the approval of the project will expire.

If the project expires your client will have to start the process and approvals all over again.

If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,


Ayahidys Martinez, CEP
Building and Zoning Supervisor

AM/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: **BP2014-286**

Parcel Number: 13-2227-001-0020

Address: 9541 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): 3

Block: 1

Project Description: Demolition of Structure

Applicant: Charleville Development Corporation [CGC] **Applicant Role:**
Address: North Bay Village, FL 33141 **Phone:** 305-333-6263

Filing Date: 8/8/2014

Decision Date: 10/2/2014

Expiration: 2/4/2015

Permit Expiration: 2/4/2015

Owners:

Name:
BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:
Charleville Development Corporation

Type: Certified General Contractor
Local Phone: 954-931-6658

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2014-2889	BUILDING PERMIT FEE (Auto)	\$225.00
FEE2014-2890	DC SURCHARGE (Auto)	\$12.00
FEE2014-2891	PROCESSING FEE (Auto)	\$100.00
FEE2014-2892	BP-DEMOLITION (Auto)	\$750.00

Total Fees: **\$1,087.00**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: **BP2014-285**

Parcel Number: 13-2227-001-0030

Address: 9521 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **4**

Block: **1**

Project Description: **Demolition of Structure**

Applicant: Charleville Development Corporation [CGC] Applicant Role:

Address:

Phone: 305-333-6263

North Bay Village, FL 33141

Filing Date: 8/8/2014

Decision Date: 10/2/2014

Expiration: 2/4/2015

Permit Expiration: 2/4/2015

Owners:

Name:

BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:

Charleville Development Corporation

Type:

Certified General Contractor

Local Phone:

954-931-6658

Fees:

Number	Description	Amount
FEE2014-2885	BUILDING PERMIT FEE (Auto)	\$225.00
FEE2014-2886	DC SURCHARGE (Auto)	\$12.00
FEE2014-2887	PROCESSING FEE (Auto)	\$100.00
FEE2014-2888	BP-DEMOLITION (Auto)	\$750.00

Total Fees: **\$1,087.00**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: **PL2014-135**

Parcel Number: 13-2227-001-0030

Address: 9521 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **4**

Block: **1**

Project Description: **Sewer Cap [Demolition of Structure]**

Applicant: Caballero Plumbing Inc
Address: 7225 NW 46 Street
Miami, FL 33166

Applicant Role: Contractor
Phone: 305-629-9500
Fax: 305-629-8904
Cellular: 786-299-4133

Filing Date: 9/23/2014
Expiration: 3/22/2015

Decision Date: 10/22/2014
Permit Expiration: 3/22/2015

Owners:

Name:
BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:
Caballero Plumbing Inc

Type:
Certified Plumbing

Local Phone:
305-629-9500

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2014-2967	DC SURCHARGE (Auto)	\$6.00
FEE2014-2968	PLUMBING PERMIT FEE	\$75.00
FEE2014-2969	PROCESSING FEE (Auto)	\$50.00
FEE2014-2970	PL - SEWER CAPPING	\$30.00

Total Fees: **\$161.00**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: **PL2014-138**

Parcel Number: 13-2227-001-0020

Address: 9541 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **3**

Block: **1**

Project Description: **Sewer cap off - demolition**

Applicant: Caballero Plumbing Inc
Address: 7225 NW 46 Street
Miami, FL 33166

Applicant Role: Contractor
Phone: 305-629-9500
Fax: 305-629-8904
Cellular: 786-299-4133

Filing Date: 9/29/2014

Decision Date: 10/2/2014

Expiration: 3/28/2015

Permit Expiration: 3/28/2015

Owners:

Name:
BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:
Caballero Plumbing Inc

Type:
Certified Plumbing

Local Phone:
305-629-9500

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2014-2977	DC SURCHARGE (Auto)	\$6.00
FEE2014-2978	PLUMBING PERMIT FEE	\$75.00
FEE2014-2979	PROCESSING FEE (Auto)	\$50.00
FEE2014-2980	PL - SEWER CAPPING	\$30.00

Total Fees: **\$161.00**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: EL2014-121

Parcel Number: 13-2227-001-0030

Address: 9521 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): 4

Block: 1

Project Description: Electrical [Demolition of Structure]

Applicant: CG Electrical & Consulting Services Inc
Address: 9895 Nw 28 Ter
Miami, FL 33172

Applicant Role:
Phone: 786-251-9817

Filing Date: 9/10/2014

Decision Date: 10/22/2014

Expiration: 3/9/2015

Permit Expiration: 3/9/2015

Owners:

Name:
BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:
CG Electrical and Consulting Service

Type:
Certified Electrical

Local Phone:

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2014-2767	DC SURCHARGE (Auto)	\$3.00
FEE2014-2768	ELECTRICAL PERMIT FEE	\$75.00
FEE2014-2769	PROCESSING FEE (Auto)	\$25.00
Total Fees:		\$103.00

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: **EL2014-127**

Parcel Number: 13-2227-001-0020

Address: 9541 EAST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **3**

Block: **1**

Project Description: **Disconnect Power - Demolition**

Applicant: CG Electrical and Consulting Service
Address: 9895 Nw 18 Tr
Miami, FL 33172

Applicant Role: Contractor

Filing Date: 9/29/2014

Decision Date: 10/2/2014

Expiration: 3/28/2015

Permit Expiration: 3/28/2015

Owners:

Name:
BH South Islands, LLC c/o Marc Schmulian

Purchase Date:

Contractors:

Name:
CG Electrical and Consulting Service

Type:
Certified Electrical

Local Phone:

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2014-2981	DC SURCHARGE (Auto)	\$3.00
FEE2014-2982	ELECTRICAL PERMIT FEE	\$75.00
FEE2014-2983	PROCESSING FEE (Auto)	\$25.00
Total Fees:		\$103.00

Marlene Marante

From: Suzette Rebull <SRebull@CoastlandCI.com>
Sent: Wednesday, March 25, 2015 9:10 AM
To: Marlene Marante
Subject: Proposed Sales office on Bay Harbor Islands for La Boutique
Attachments: A-3 Images 032415.pdf; Sales Office building 032315.pdf; image 19.tiff; image 18.tiff; image 17.tiff; image 16.tiff; image 15.tiff

Good morning Marlene. Please see the attached Proposed rendering of the Sales office we would like to put on our property at 9521-9541 East Bay Harbor Drive. After the demolition, We will be planting sod along with some landscaping on the lot and using this sales office until we are 50% sold.

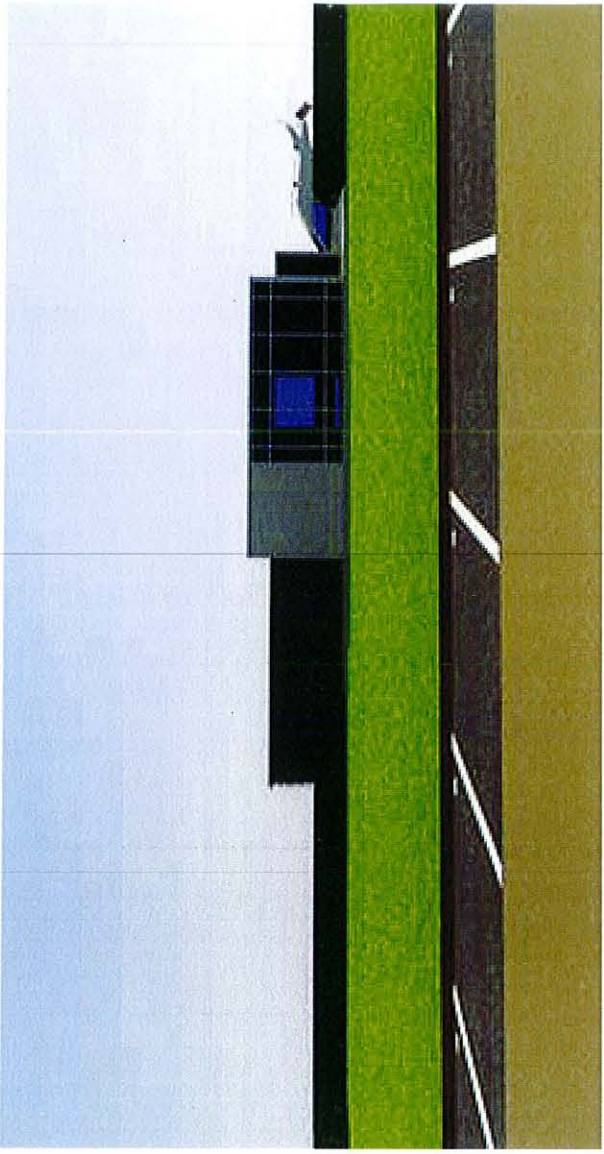
Sincerely,

Suzette Rebull



Suzette Rebull

Coastland Construction Inc.
4661 SW 71st. Ave., Miami, FL 33155
Office 305-669-1740 fax 305-669-1093
www.coastlandci.com



N25 ARCHITECTURE CO.

March 23, 2015

**Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154**

**La Boutique
Temporary Sales/Construction Office
9521-41 E. Bay Harbor Drive
Bay Harbor Islands, Florida 33154**

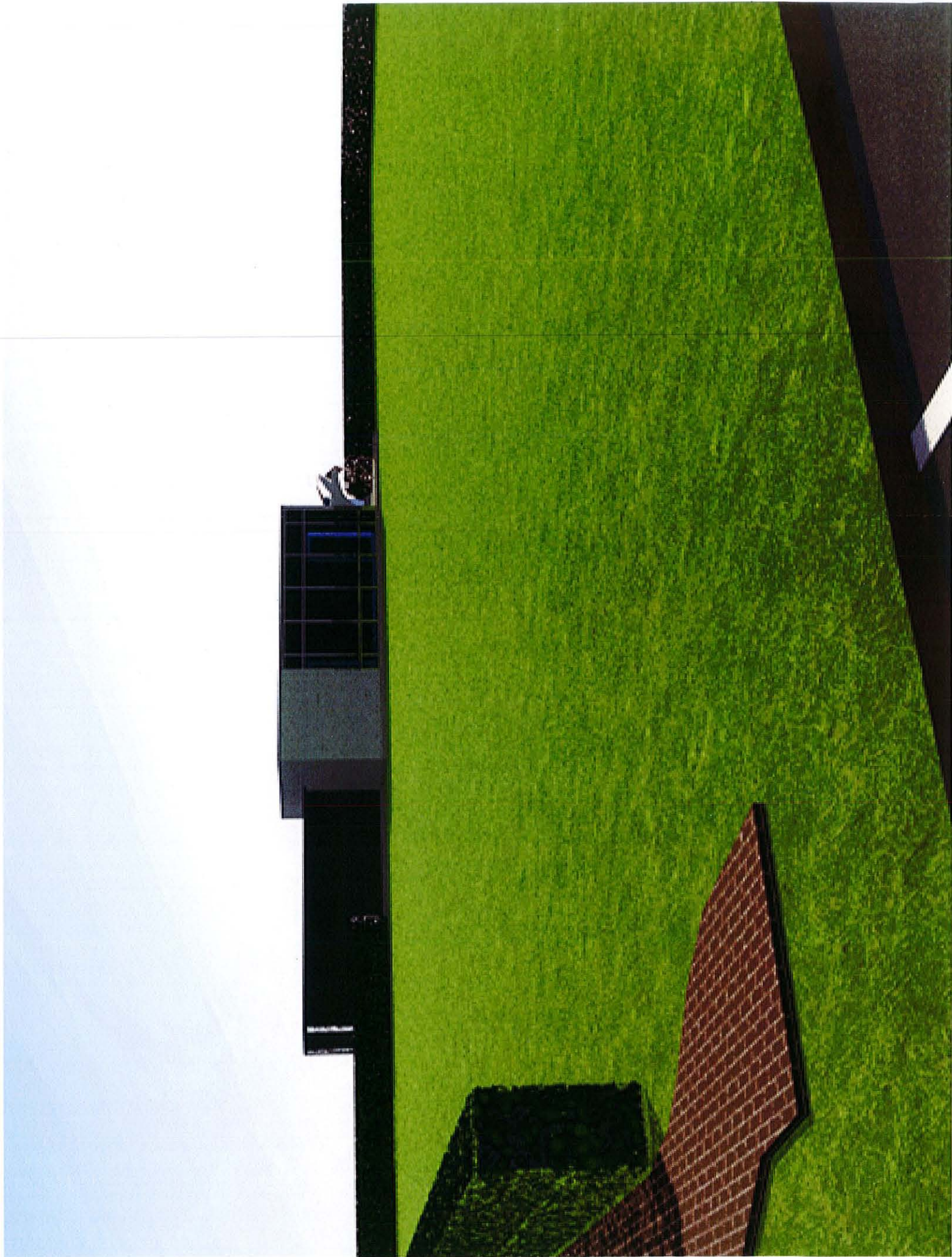
To whom it may concern:

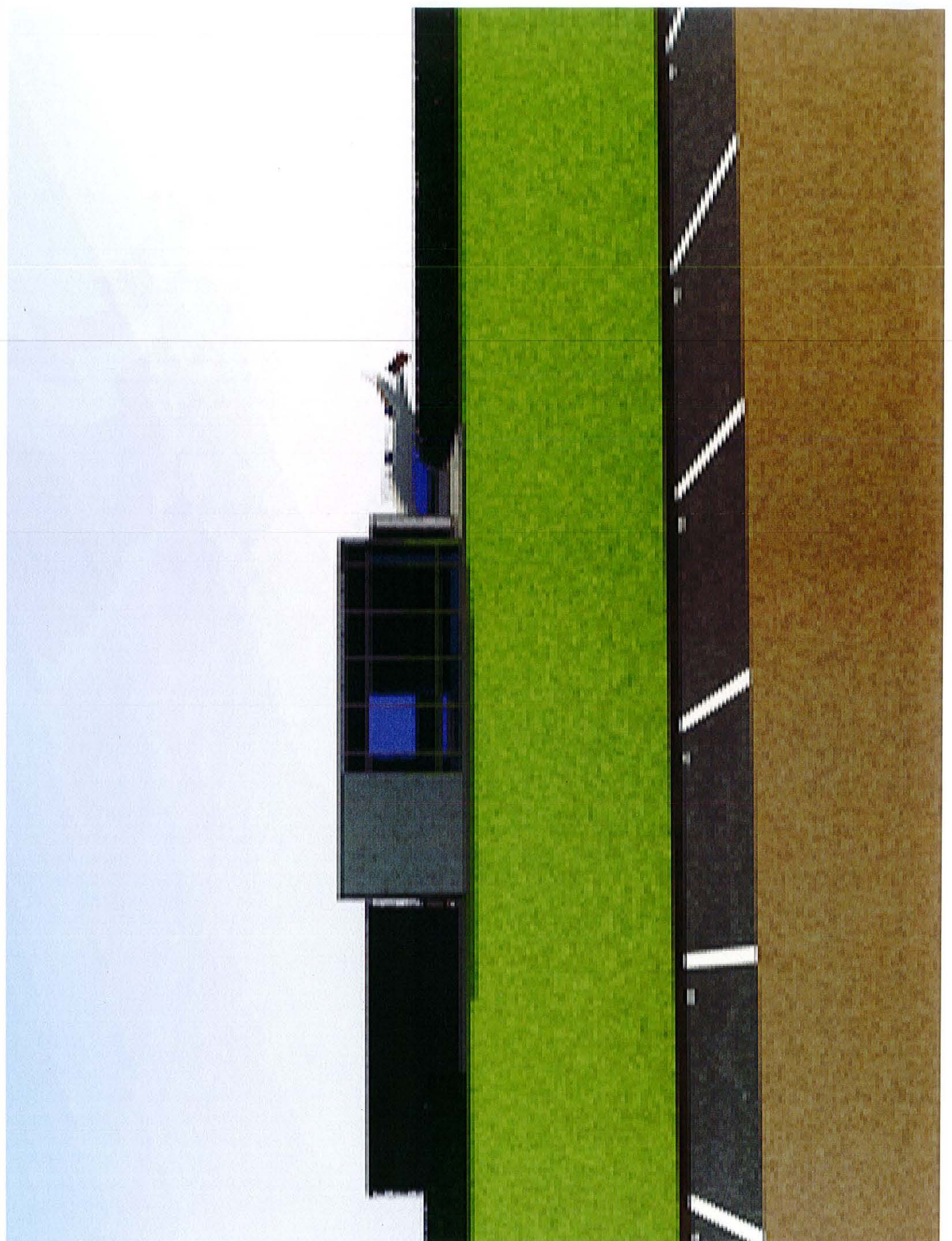
If our proposal to build temporary sales/construction office is allowed on the lot at address above, our intention is to process the actual building permit through the proper channels and process. We would build the project to meet all current applicable building codes.

Sincerely,
Norman Blandon

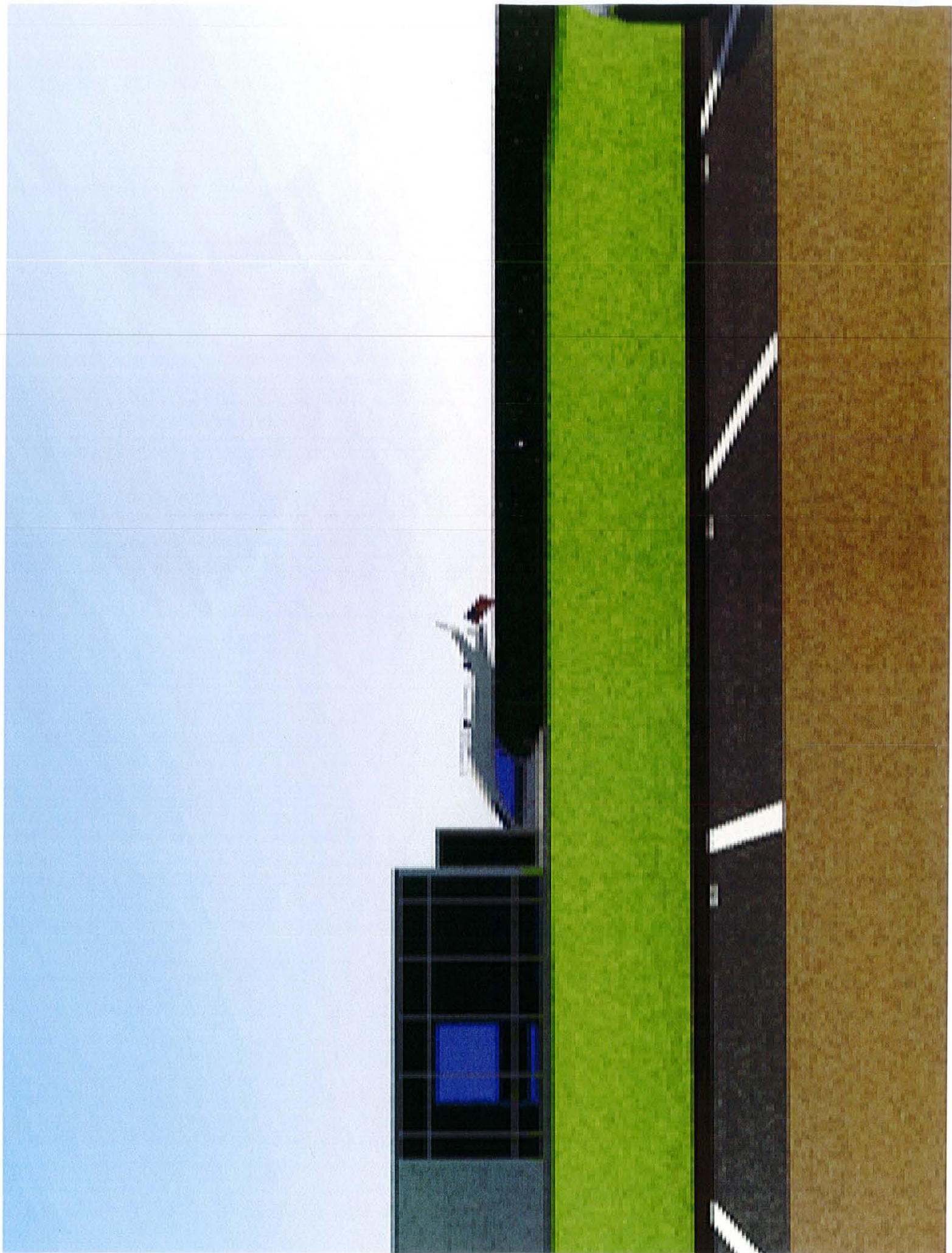
Digitally signed by Norman Blandon
DN: cn=Norman Blandon, o=N25 Architecture Co., ou, email=nb@n25.cc, c=US
Date: 2015.03.24 21:16:56 -0400

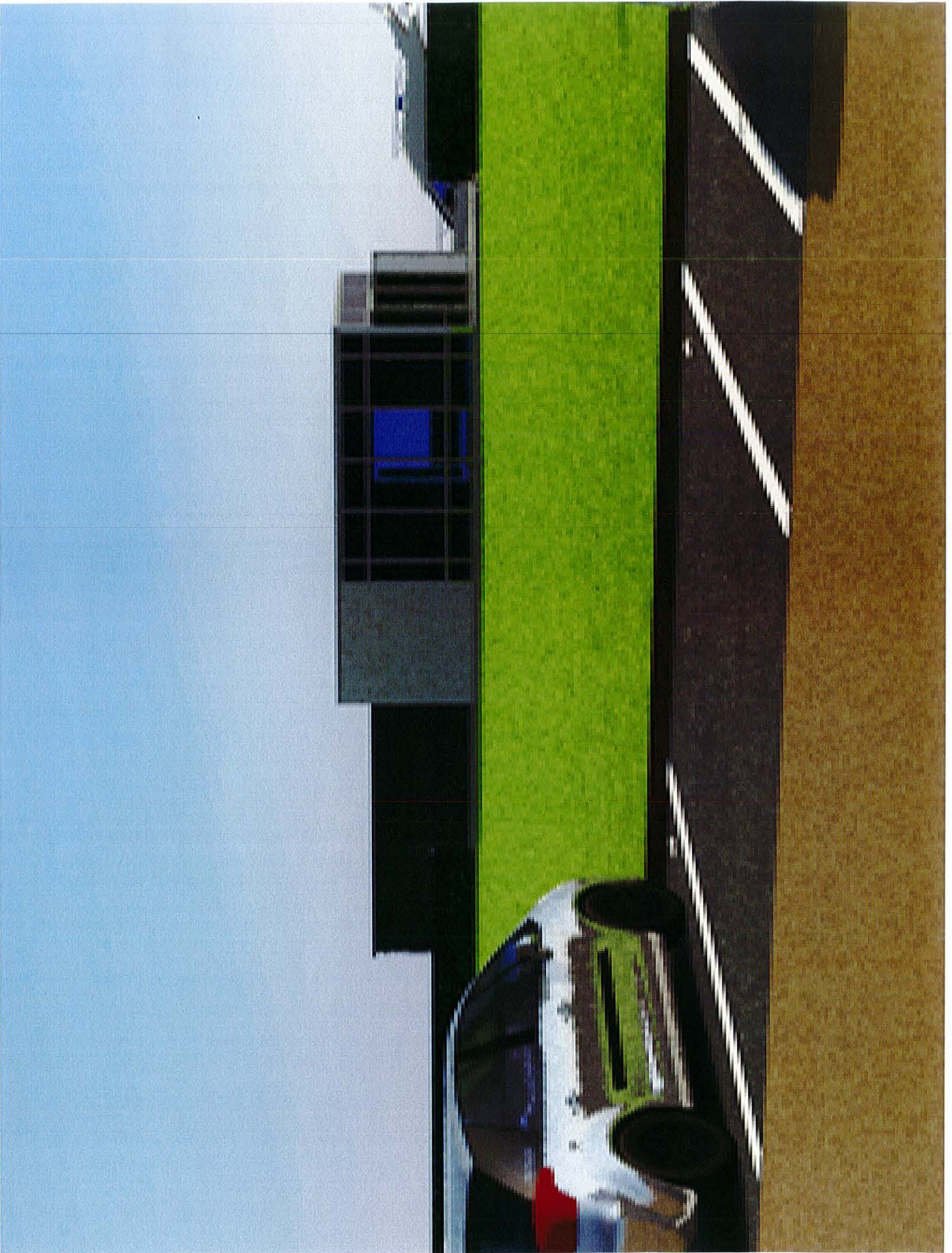
Norman Blandon, R.A.
President







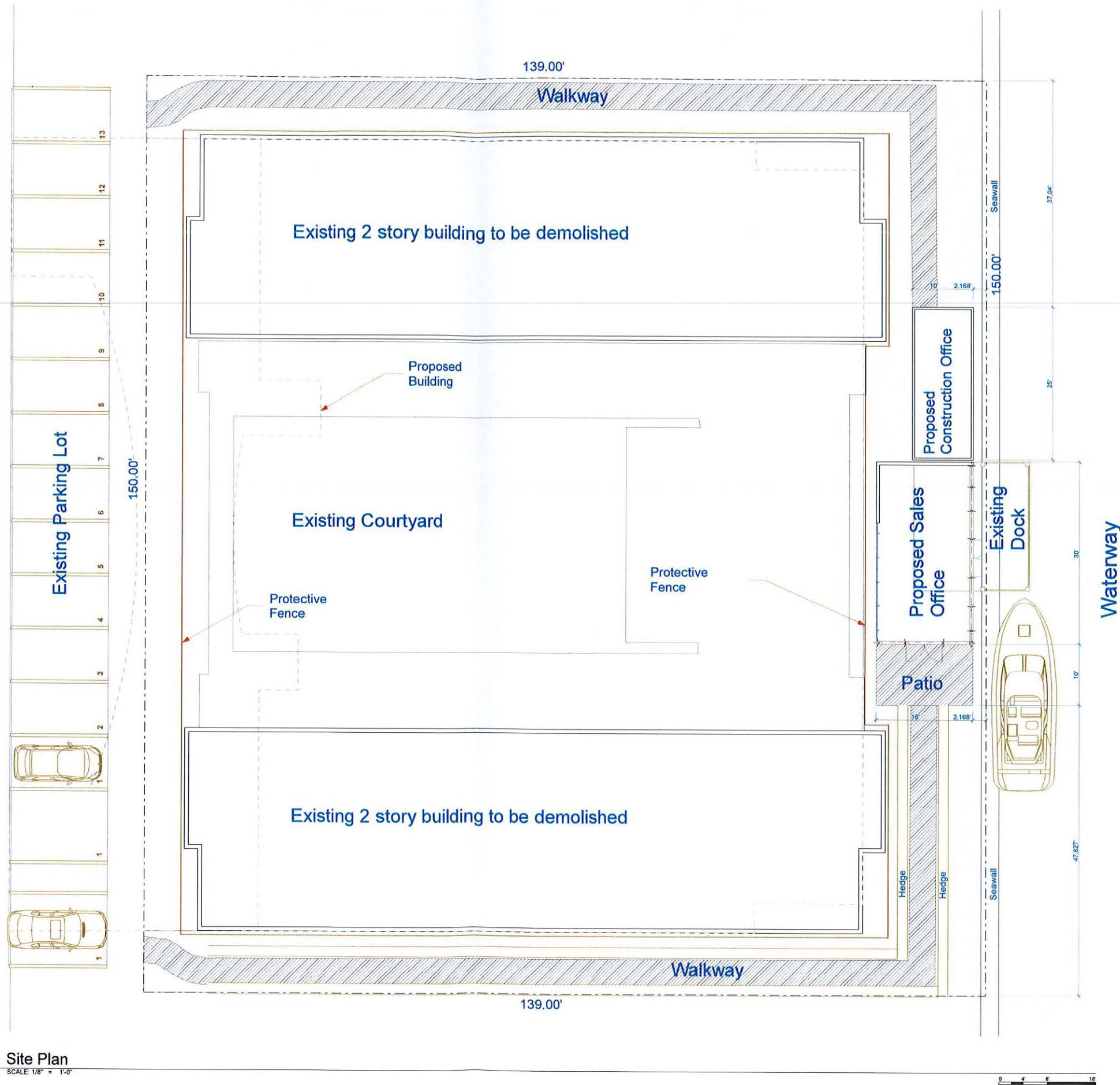






East Bay Harbor Drive

1 Site Plan
SCALE: 1/8" = 1'-0"



La Boutique
9521-41 E. Bay Harbor Dr.
Bay Harbor, Florida
Construction and Sales Office

N25
ARCHITECTURE CO.
6262 SW 40 Street
Suite 2A
Phone 305-666-5151
Florida License AR 0003242

This drawing and/or specification is provided as an instrument of service by N25 Architecture Co., and is intended for use on this project only. This drawing remains the property of N25 Architecture Co., and shall be returned upon determination of intent. All drawings, specifications, design models, and arrangements appearing herein constitute the original and unpublished work of N25 Architecture Co. Any reproduction, use, or disclosure of the proprietary information contained herein without the prior consent of N25 Architecture Co. is strictly prohibited.

Sheet Title:

Issue Date: Project No.

February 12, 2015

Drawing No.:

Professional of Record: Norman Blandon
Discipline: Architecture
Registration No. AR-0015380

ALTA/ACSM Land Title Survey



9521 East Bay Harbor Drive
Bay Harbor, Florida
Folio No.: 13-2227-001-0030

Property Information:
Primary Zone: 4500 MULTI-FAMILY - 4 STORY
CLUC: 0003 MULTIFAMILY 3 OR MORE UNITS
Beds/Baths: 12/10
Floors: 2
Living Units: 10
BLDG. S.F.: ±
Lot Size: 10,425 SQ FT



9541 East Bay Harbor Drive
Bay Harbor, Florida
Folio No.: 13-2227-001-0020

Property Information:
Primary Zone: 4500 MULTI-FAMILY - 4 STORY
CLUC: 0003 MULTIFAMILY 3 OR MORE UNITS
Beds/Baths: 12/10
Floors: 2
Living Units: 10
BLDG. S.F.: ±
Lot Size: 10,425 SQ FT

National Flood Insurance
Community Panel: 12086 C 0144 L
Flood Zone: AE
Base Flood Elevation: 10'
Firm Date: 9/11/2009

Title information provided by:
First American Title Insurance Company
File No.: Aleron to Ludmiv
Effective Date: January 29, 2013 at 8:00 a.m.
Proposed Insured:

Legal Description
Lot 3 and 4, Block 1 of BAY HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book 46, Page(s) 5, of the Public Records of Miami-Dade County, Florida.

Parking
16 Standard parking spaces
0 Handicapped parking space
16 Total Parking spaces

EXCEPTIONS
Schedule B II of the Fidelity National Title Insurance Company policy File No.: Aleron to Ludmiv

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage therein covered by this Commitment.
- Does not contain matters of survey
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- Does not contain matters of survey
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
- Does not contain matters of survey
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- Does not contain matters of survey
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- Does not contain matters of survey
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- Does not contain matters of survey
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- Does not contain matters of survey
8. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
- Does not contain matters of survey
9. Declaration of Covenants, Conditions and Restrictions recorded in Book 2848, Page 69; assigned in Book 9632, Page 1157 and modified in Book 29849, Page 253, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 20 foot rear setback from seawall here depicted
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 46, Page(s) 5, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Only those affecting the size and location of the property
11. Riparian rights are not guaranteed or insured. Title to no portion of the herein described land lying below ordinary high water mark is hereby insured.
- Does not contain matters of survey
12. Reservations in favor of the Trustees of the Internal Improvement Fund and the State of Florida contained in Deed Book 3128, Page 247.
- Does not contain matters of survey
13. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
- Does not contain matters of survey
14. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
- Does not contain matters of survey

SURVEYORS NOTES

-Legal description used for this survey was provided by others.
-This Survey has been prepared for the exclusive use of the entities named hereon and do not extend to any unnamed parties.
-Bearings, if any, shown hereon are based on Plat Book 6, Page 67 of Miami-Dade County, Florida.
-All dimensions and directions shown hereon are in substantial agreement with record values unless otherwise noted.
-Due to varying construction standards, house dimensions are approximate.
-All ties to property line are perpendicular to it, unless otherwise noted.
-In all cases dimensions shall control location over scaled positions.
-This survey does not determine or imply ownership.
-Underground improvements and utilities were not located.
-Elevations, if shown, are based on N.G.V.D. 1929.
-Miami-Dade County Benchmark No. S-243, Elevation: 11.77 feet, located at 96 ST --- 5.5' SOUTH OF SOUTH CURB & BAY DRIVE --- 225'+- WEST OF INTERSECTION
-Not valid without the signature & raised seal of a Florida licensed surveyor and mapper.
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE FOR THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Certified to:
To JCG Bay Harbor, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 7a, 7b, 8, 9, 11a, 14, 16, 18, of Table A thereof. The field work was completed on February 22, 2013.

Date of Plat or Map: February 25, 2013
Landscape & Topographic data added on August 21, 2013
Update and East 11' deed and Easement added on January 21, 2015



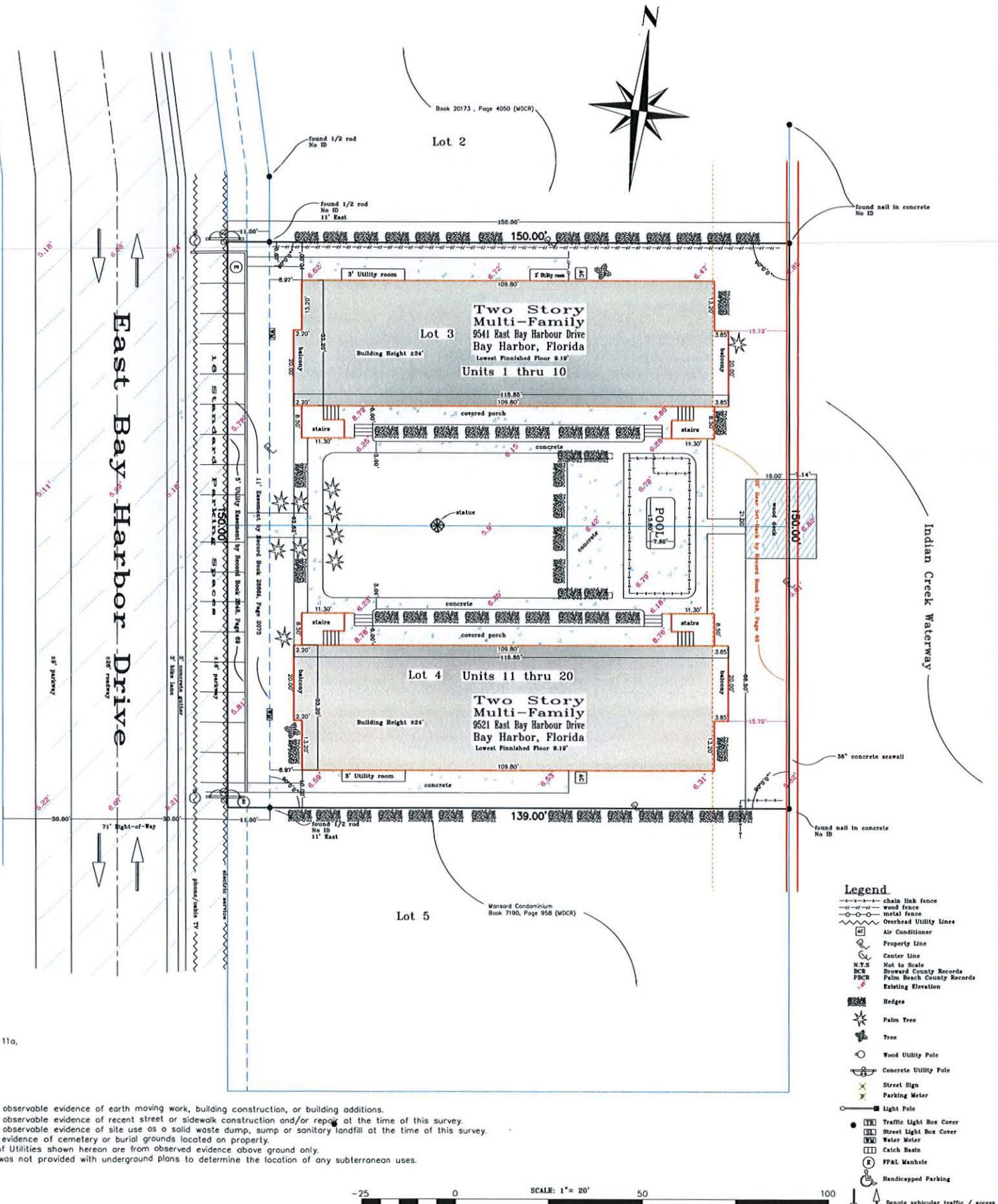
Richard J. Minguell
Registered Land Surveyor & Mapper
No. 6402, State of Florida



R. Minguell, Inc.
Land Surveyors & Planners
L.B.7272
954-298-8925
Fax 954-392-6060
Minguell@bellsouth.net
2841 Montevideo Avenue
Cooper City, Florida 33026

Misc Notes

- There was no observable evidence of earth moving work, building construction, or building additions.
- There was no observable evidence of recent street or sidewalk construction and/or repair at the time of this survey.
- There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill at the time of this survey.
- There was no evidence of cemetery or burial grounds located on property.
- The location of Utilities shown hereon are from observed evidence above ground only.
- The surveyor was not provided with underground plans to determine the location of any subterranean uses.



Legend

- - - chain link fence
- - - wood fence
- - - metal fence
- - - Overhead Utility Lines
- Air Conditioner
- Property Line
- Center Line
- N.T.S. Not to Scale
- B.C.R. Broward County Records
- P.B.C. Palm Beach County Records
- Existing Elevation
- Hedges
- ★ Palm Tree
- Tree
- Wood Utility Pole
- Concrete Utility Pole
- Street Sign
- Parking Meter
- Light Pole
- Traffic Light Box Cover
- Street Light Box Cover
- Water Meter
- Catch Basin
- PPAL Manhole
- Handicapped Parking
- Denote vehicular traffic / access

Sec. 23-4. - Use regulations, RM-1 and RM-2 Multiple Family districts.

In the RM-1 and RM-2 Multiple Family districts, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Two-family dwellings.
- (2) Multiple-family dwellings or apartments, including townhouses, and accessory buildings including duly licensed home occupation.
- (3) Accessory uses and site improvements, including outdoor recreational game court facilities, subject to the provisions specified in section 23-12
- (4) Reserved.
- (5) Public schools, but only upon specific approval and permit of the town council.
- (6) Single-story drive-in bank tellers' structures and parking facilities for a national or state bank situated in an adjacent block of the national or state bank which block is zoned B-1, but only upon the specific approval and permit by the town council as to the precise location and type and kind of improvements as well as landscaping requirements.
- (7) Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion.
- (8) Parks, recreation and open space as either a primary use or accessory use.
- (9) Public or private off-street parking facilities as either a primary use or accessory use.
Commercially owned and/or operated parking facilities are not permitted without the prior approval of the town council.

(Ord. No. 108, § 4, 6-10-57; Ord. No. 130, § 1, 6-8-59; Ord. No. 574, § 1, 6-12-95; Ord. No. 261, § 1, 8-14-72; Ord. No. 314, § 2, 2-14-77; Ord. No. 317, § 2, 6-13-77; Ord. No. 425, § 3, 4-8-85; Ord. No. 626, § 1, 11-10-97; Ord. No. 744, § 1, 6-12-04; Ord. No. 747, § 2, 8-16-04; Ord. No. 757, § 1(Exh. A), 12-13-04; Ord. No. 819, § 1(Exh. A), 7-9-07; Ord. No. 893, § 1(Exh. A), 11-9-09)

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 8.

ITEM: Approval of an **ordinance** on second 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 a recent 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.

The proposed ordinance was approved on first reading at the March meeting.

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

April 13, 2015

ITEM NUMBER: 9.

ITEM: Approval of an **ordinance** on second 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.

The proposed ordinance was approved on first reading at the March meeting.

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

April 13, 2015

ITEM NUMBER: 10.

ITEM: Approval of an **ordinance** on second reading amending the Town Code to include a new Section 5-5.1 to regulate the demolition of structures. 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 approved the ordinance on first reading at the March meeting. Some revisions on the language have been included for 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.

The ordinance was approved on first reading at the March Council meeting. Several changes and amendments were made at the suggestion of the Town Council, residents and staff.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance - Demolition of Structures	Demolition Ord.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; location of temporary bathroom facilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control, including but not limited to, a gravel bed at the entry to the site; 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 at least five (5) days prior to the start of demolition.**

- (3) Proof of rodent control at the site provided by a license professional company (photographic evidence of rodent traps or other method of controlling rodents might be required at the time of the application).
 - (4) Proof that the demolition site 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) Proof that single unit A/C systems have been evacuated to avoid Freon leaking into the atmosphere, (when applicable).
 - (6) 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 the department of Regulatory and Economic Resources (for asbestos, when applicable), department of health, department of environmental protection, 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 Saturdays, Sundays or legal holidays.
- (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

April 13, 2015

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on first reading amending the Town Code Section 5-5 of the Town Code to require that active construction sites maintain rodent control until they receive a Certificate of Occupancy from the Town.

DESCRIPTION:

At the last meeting staff was asked to incorporate rodent/vermin control as part of the requirements for construction sites. Enclosed is an ordinance adding this as a requirement of the Town Code.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

No impact for the Town.

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance - Rodent Control at Construction Sites	Construction Site Operations - Rodent.docx
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE WITH REGARD TO THE REGULATION OF CONSTRUCTION SITE OPERATIONS TO INCLUDE A REQUIREMENT FOR RODENT CONTROL; 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 is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town; and

WHEREAS, the regulation of construction site operations is necessary for preserving and maintaining the public health, safety, welfare and high quality and standards and aesthetic beauty within the Town; and

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

Section 1.

Section 5-5 of the Code of Bay Harbor Islands is hereby amended as follows:

ARTICLE I. IN GENERAL

Sec. 5-5. Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

(a) Definitions: The following words or phrases when used in this section shall have the meanings ascribed to them herein:

(1) AConstruction site@ or Asite@ includes all sites where new construction, renovations, or additions take place, other than just interior work which is not visible to the exterior of the premises.

(2) ASecure,@ in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles, The term Asecure@ as applied to site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.

- (b) *Debris control.* All properties with on-going construction activities shall maintain the premises in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained on-site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.
- (c) *Erosion and run-off control.* In compliance with the Town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (**Erosion and Sediment Control Plan**) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the Town, shall provide for a containment area to reduce run-off.
- (d) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.
- (e) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees and groundcovers shall be maintained in such a fashion so that the site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the site must be sodded and properly maintained, until such time as a construction fence is erected and construction activity begins.
- (f) *Temporary construction fence.* A temporary construction fence screening the site shall be erected and maintained in good order at all properties with on-going construction activities. The construction fence shall be erected and completely in place within 10 days of the issuance of any building permit for the beginning of construction activities. The temporary fence shall be 6 ft. chain fence link with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris.
- (g) *Construction Staging Plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the Town Manager or his/her designee for approval prior to the issuance of a building permit by the Building Official. The Plan will include, but shall not be limited to, the following elements:
 - (1). Parking provisions for construction workers.
 - (2). General traffic and detours including specific routes to and from the construction site.
 - (3). Delivery and location of cranes.
 - (4). Delivery and storage of materials.
 - (5). Use of state certified flaggers with state approval equipment and/or off-duty police officers.
 - (6). Construction fencing with visual/dust barrier.
 - (7). Construction signs.
 - (8). Temporary field-office - construction trailer approval required by Town Council Section 23-4(7)
 - (9). Use of meter parking spaces.
 - (10). Use of right-of-way.
 - (11). Provisions for pedestrian safety and pedestrian paths.
 - (12). Location of construction dumpsters and temporary bathroom facilities.
 - (13). Rodent control at the site shall be maintained for the duration of construction, until a Certificate of Occupancy is issued (photographs of traps and documentation of treatment by a certified company is required).
 - ~~(14)~~(13). Any other issues which may uniquely relate to a particular construction site.

Staging Plans shall not be required of single family projects, however, the owner shall be

required to furnish a letter addressing the Town=s concerns with traffic, parking and location of construction facilities.

The construction staging plan shall be presented to the Town in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner and town manager=s office. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

- (h) *Job site maintenance.* The owner, occupant or user of a construction site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day=s work. Daily job site maintenance shall include the following:
 - (1). Sweeping of public roadways which are directly affected by construction site dust, debris or activities;
 - (2). Pick up and disposal of litter at or generated by the construction site;
 - (3). Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;
 - (4). Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;
 - (5). Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.
 - (6). Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the project site.
- (i) *Job site security.* The owner, occupant or user of a construction site shall secure the site from unauthorized access between the hours of 6:00 p.m. and 8:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.
- (j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the site, shall not be parked off of the site of the project except in the area or location which shall be first approved in writing by the Town Manager or his/her designee. Parking areas within the site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The Town approval shall be based on assuring that: public street or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated.
- (k) *Public Right-of-Way.* Any construction vehicles or equipment involved in construction at a site which block a public roadway or right-of-way shall require a Town Right-of-Way Use Permit and approval, with appropriate conditions, as issued by the Town Manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.
- (l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the Construction Staging Plan and is subject to Town approval.
- (m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the Town, shall have a fine imposed in the amount of \$250.00 for the a first violation and \$500.00 for a subsequent or repeat violation. If the violation is corrected within the time prescribed in the notice, then the fine shall be waived unless the violation is irreparable or irreversible in nature.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties

as provided by Dade County, Florida, and under Sections 1-8, 23-17, 23-37, 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 relettered 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 AND ADOPTED on first reading this _____ day of _____, **2015.**

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

ATTEST:

MAYOR

TOWN CLERK

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

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an ordinance on first reading amending the Town Code Section 12-26 of the Town Code to change the allowed hours of constructions and to prohibit the operation of construction sites on Saturday.

DESCRIPTION:

At the March meetings residents requested that the hours of construction be changed to eliminate Saturday as a permitted work day for construction sites. It was the consensus of the Town Council to have staff prepare an ordinance for first reading addressing the hours of construction.

Staff recommends that the Town Council differentiates between an active construction site for new structures and current homeowner/resident doing work on existing structures that might need to have some work done on Saturdays, either by the home owner himself/herself or by a plumbing company, electric, roof, windows or some limited construction activity. We believe that this limited construction activity does not have the same impact as an active construction site and should be permitted to work on Saturdays, within the limited hours.

There is also a section included for Town Projects since most of these occur on Town right of way and away from residential areas (with some exceptions) and have an impact on the residents and the public at large. It is in the best interest of the Town to have some flexibility on the hours allowed in these cases, for example, some bridge work needs to be done at night because of bridge closures. Some public works project that requires lane closures can be scheduled for later hours or weekends to minimize traffic impact.

If construction is prohibited on Saturdays, staff recommends that the Council consider going back to the 8:00 a.m. starting time and allow for an extra hour in the evenings during daylight savings time. This would give the sites the hours they would be losing from not operating on Saturdays. This suggestion is made with the thought in mind that reducing construction hours will lengthen the duration of the project and the impact and discomfort to residents. Giving some hours back during weekdays might minimize the duration of the project.

The change during daylight savings time has not been included in the ordinance for first reading. If the Council wishes to do so, it can be added for second reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance - Hours of Construction	Hours of Construction.doc
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; 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, residents of the town and contractors working in the town have requested an earlier start for construction operations to expedite the progress of new construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend the hours of construction to prohibit work on Saturdays;

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

Section 1. Section 12-26 is hereby amended to read as follows:

Sec. 12-26. Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule: ~~only from 9:00 a.m. until 6:00 p.m., Monday to Friday, and between the hours of 10:00 a.m. and 5:00 p.m. Saturday. Notwithstanding the above, the operation of leaf blowers is hereby prohibited on Saturdays.~~

- a) Construction Site Activity – Construction sites and substantial renovations on structures that are not currently occupied - 8:00 a.m. until 6:00 p.m. Monday to Friday. No work permitted on Saturday.
- b) Other Construction Activity – Work inside a dwelling unit or existing structure for the purpose of renovations and maintenance – 8:00 a.m. until 6:00 p.m. Monday to Friday, and between the hours of 10:00 a.m. and 5:00 p.m. Saturday.
- c) Landscaping Activity - 9:00 a.m. until 6:00 p.m. Monday to Friday, and between the hours of 10:00 a.m. and 5:00 p.m. Saturday.
- d) Town Projects – 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night time hours shall be allowed at the discretion of the Town Manager, as it is in the public’s best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the Town.

(2) The performance of all construction activity and landscaping within the town shall not be allowed on, Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day legally observed as a holiday by the town.

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

April 13, 2015

ITEM NUMBER: 13.

ITEM:

Consideration and Approval of a Business Tax Receipt (Occupational License) for a space located at 1076 Kane Concourse. The applicant Paulo Araujo is requesting approval to open a Bar and Tapas on the ground floor of Kane Concourse. According Section 23-5(14) any uses not specifically mention in the Town Code require Town Council approval. Also attached is the Application for New Alcoholic Beverage License, which requires zoning approval as well.

DESCRIPTION:

The applicant is seeking the approval to process a Business Tax Receipt for a business to be located at 1076 Kane Concourse for a use not listed in the Code. Per Section 23-5(14) which states: "Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district."

Business Name: Aroma Brasil Corp.

Doing Business As: Gringo Botequim Brasil

Business Description: Bar and Taps

The applicant is also requesting approval for a beer, wine and liquor license for this establishment (4COP).

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	BTR Application	Gringo Botequim Brasil 2.pdf
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Town of Bay Harbor Islands

APPLICATION FOR BUSINESS TAX RECEIPT - BUSINESS DISTRICT

PRINT OR TYPE ALL INFORMATION REQUESTED

PROCESSING FEE - \$25.00

BEFORE OPENING A BUSINESS IN BAY HARBOR ISLANDS MAKE SURE YOU CHECK WITH THE BUILDING DEPARTMENT FOR CERTAIN CONDITIONS THAT MAY APPLY TO THE BUSINESS OR LOCATION.

EXAMPLE: Change of Use and Occupancy Inspections
Fire Department Inspections
Sign Regulations

(For official use only)	
DATE RECEIVED:	_____
DATE ISSUED:	LICENSE FEE: \$ _____
ACCT. NO.	LICENSE NO. _____
CLASSIFICATION:	_____

INDICATE TYPE OF OWNERSHIP OF BUSINESS: ☐ Individual ☒ Corporation ☐ Partnership ☐ Other _____

*APPLICANT: <u>PAULO PEPE ARAUJO</u>	DATE OF BIRTH: <u>03/05/1958</u>
E-MAIL ADDRESS: <u>araujopepe@yahoo.com</u>	WORK PHONE: <u>305 342 8878</u>
SS#: _____ FEIN: _____	DRIVER LICENSE: _____
BUSINESS NAME: <u>AROMA BRASIL CORP</u>	CELL PHONE: <u>305 342 8878</u>
DOING BUSINESS AS (dba): <u>GRINGO BOTEQUIM BRASIL</u>	
BUSINESS ADDRESS: <u>1076 KANE CONCOURSE</u>	
MAILING ADDRESS (if different) _____	
DESCRIPTION OF BUSINESS (provide details) <u>BAR AND TAPAS</u>	

ESTIMATED NUMBER OF EMPLOYEES: 03 DAYS BUSINESS WILL BE OPEN: 07 HOURS: 14
WILL BUSINESS HAVE VENDING MACHINES NO IF SO, WHAT PRODUCT WILL BE VENDED: _____
ATTACH THE FOLLOWING DOCUMENTS:

CERTIFICATIONS ISSUED BY STATE/COUNTY AGENCIES
COPY OF ARTICLES OF INCORPORATION OR ARTICLES OF ORGANIZATION
LIST OF CORPORATE OFFICERS (Including Name, Address and Telephone Numbers)
COPY OF LEASE (IF APPLICANT IS OTHER THAN OWNER)
IF PROPERTY OWNER, PROVIDE COPIES OF DEED OR OTHER DOCUMENTS SHOWING OWNERSHIP

LIST NAME, ADDRESS AND TYPE OF BUSINESS (both current and previous) YOU HAVE OPERATED:
<u>AROMA BRASIL CORP - 1076 KANE CONCOURSE</u>
<u>ILC - INT'L CONSULTANT - 350 NE 24TH ST #810 MIAMI, FL</u>

LIST THREE (3) REFERENCES: (Note if you list a bank, corporation, etc. include name of a contact person)

NAME	ADDRESS	PHONE
<u>NORMAN BLANDON</u>	<u>6262 SW 40th ST SUIT 24</u>	<u>305 666 5151</u>
<u>RAQUEL MOTHE</u>	<u>12000 BISCAYNE BLVD. #215</u>	<u>954 854 6823</u>
<u>BANK OF AMERICA</u>	<u>1108 KANE CONCOURSE & RAYMOND</u>	<u>305 993 1276</u>

I understand that in applying for a business license in the Town of Bay Harbor Islands it is my obligation to understand and comply with the rules and regulations of the Town of Bay Harbor Islands. I acknowledge receipt of a copy of the Town's sign regulations, if applicable.

APPLICANT'S SIGNATURE _____ DATE: 02/12/2015

FOR RESTAURANTS/FOOD ESTABLISHMENTS, A SOLID WASTE DEPOSIT IS REQUIRED (This amount can be adjusted depending upon monthly volume usage)

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED
PLEASE BE SURE TO ATTACH ALL REQUIRED DOCUMENTATION

RECEIVED
APR 02 2015

BY:

Aroma Brasil Corp.
EIN # 47-2786067

DBA: Gringo Botequim Brasil

1076 Kane Concourse
Bay Habor Islands, FL
33154

Phone: 305 342 8878 (Paulo)

Partners:

Paulo Pepe Araujo
350 NE 24th ST Apt. 810
Miami, FL 33137

Fone: 305 342 8878

SS [REDACTED]

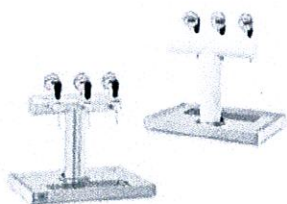
Participação – 40%

Alessandra Texeira Santiago

Av. Dr. Cesário Bastos, 55 Apt. 11
Vila Bastos
Santo André – São Paulo 09040-330

Passapot # FB659856

Participação : 60%



TORRE T

Acompanha medidor
Produzida em aço inox
com 2 ou 3 Torneiras
Torre Suada / Congelada



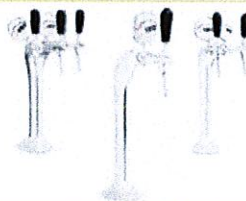
TORRE TUBULAR

Acompanha medidor
com 1 ou 2 Torneiras
Utilizada com unidade de refrigeração
por expansão direta.
Chopp gelado em apenas 5 minutos



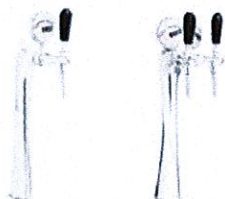
TORRE NAJA PLUS

Acompanha medidor
com 1 e 2 Torneiras
Torre Suada / Congelada



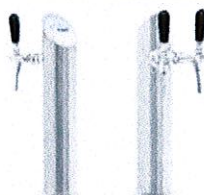
TORRE NAJA

Acompanha medidor
com 1, 2 ou 3 Torneiras
Torre Suada / Congelada



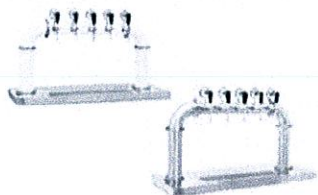
TORRE SMART

Acompanha medidor
com 1 e 2 Torneiras



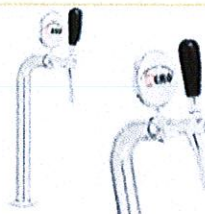
TORRE CILÍNDRICA

Com 1 e 2 torneiras
Torre Suada / Congelada
Torre com luminoso



TORRE TRAVE

Acompanha medidor
Produzida em aço inox
com 2, 3, 4, 5 ou 6 Torneiras
Torre Suada / Congelada
Opção de medidor com luminoso



TORRE COLORADO

Acompanha medidor
com 1 Torneira
Torre Suada / Congelada

State of Florida

Department of State

I certify from the records of this office that GRINGO BOTEQUIM BRASIL is a Fictitious Name registered with the Department of State on March 5, 2015.

The Registration Number of this Fictitious Name is G15000023866.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Sixth
day of March, 2015*

Ken DeFuria

Secretary of State



Authentication ID: 300270315303-030615-G15000023866

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**Electronic Articles of Incorporation
For**

P15000003381
FILED
January 09, 2015
Sec. Of State
jahickman

AROMA BRASIL CORP

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

AROMA BRASIL CORP

Article II

The principal place of business address:

1076 KANE CONCOURSE
BAY HARBOR ISLANDS, FL. US 33154

The mailing address of the corporation is:

1076 KANE CONCOURSE
BAY HARBOR ISLANDS, FL. US 33154

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1000

Article V

The name and Florida street address of the registered agent is:

ALESSANDRA TEIXEIRA SANTIAGO
350 NE 24TH ST
APT 810
MIAMI, FL. 33137

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALESSANDRA TEIXEIRA SANTIAGO

P15000003381
FILED
January 09, 2015
Sec. Of State
jahickman

Article VI

The name and address of the incorporator is:

ALESSANDRA TEIXEIRA SANTIAGO
350 NE 24TH ST
APT 810
MIAMI, FL 33137

Electronic Signature of Incorporator: ALESSANDRA TEIXEIRA SANTIAGO

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALESSANDRA TEIXEIRA SANTIAGO
350 NE 24TH ST APT 810
MIAMI, FL. 33137 US

Title: VP
PAULO P ARAUJO
350 NE 24TH ST APT 810
MIAMI, FL. 33137 US

**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco
Application for New Alcoholic Beverage License**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT-6001
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK LICENSE CATEGORY				
License Series Requested	Type/Class Requested	Do you wish to purchase a Temporary License? ☒ Yes ☐ No		
Child License Requested	Number of Child Licenses Requested			
☒ Retail Alcoholic Beverages ☐ Alcoholic Beverage Manufacturer ☐ Beer/Wine/Liquor Wholesaler ☐ Passenger Waiting Lounge				
☐ Retail Tobacco Products Dealer Permit (must check one or more of the below) ☐ Pipes ☐ Over the Counter ☐ Vending Machine				
SECTION 2 – LICENSE INFORMATION				
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.				
FEIN Number 47-2786067	Business Telephone Number 305 342 8878	E-Mail Address (Optional) araujopepe@yahoo.com		
Full Name of Applicant(s): (This is the name the license will be issued in) Aroma Brasil Corp		Department of State Document # P15000003381		
Business Name (D/B/A) Gringo Botequim Brasil				
Location Address (Street and Number) 1076 Kane Concourse				
City Bay Harbor Islands		County Dade	State FL	Zip Code 33154
Mailing Address (Street or P.O. Box) 1076 Kane Concourse				
City Bay Harbor Islands			State FL	Zip Code 33154
Contact Person - This section is optional, see application instructions for details				
Contact Person Paulo Pepe Araujo		Telephone Number 305 342 8878 ext.		
E-Mail Address (Optional) araujopepe@yahoo.com				
Mailing Address (Street or P.O. Box) 1076 Kane Concourse				
City Bay Harbor Islands			State FL	Zip Code 33154

ABT District Office Received Date Stamp

9.	Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below and a Copy of the Arrest Disposition . Attach additional sheet if necessary.				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Date</td> <td style="padding: 2px;">Location</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Type of Offense</td> </tr> </table>	Date	Location	Type of Offense	
Date	Location				
Type of Offense					
10.	Do you meet the standards of the moral character rule? ☒ Yes ☐ No				
11.	Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active? ☐ Yes ☒ No				
NOTARIZATION STATEMENT					
"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct." STATE OF <u>FLORIDA</u> COUNTY OF <u>MIAMI-DADE</u> _____ APPLICANT SIGNATURE The foregoing was () Sworn to and Subscribed OR () Acknowledged before me this <u>26</u> Day of <u>MARCH</u>, 20<u>15</u>, By <u>PAULO PEPE ARAUJO</u> who is () personally (print name of person making statement) known to me OR (X) who produced <u>FLORIDA DRIVER LIC # A6206708080</u> as identification _____ Notary Public Commission Expires _____ 					

(ATTACH ADDITIONAL COPIES AS NECESSARY)

***Social Security Number**

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.

SECTION 3 – RELATED PARTY PERSONAL INFORMATION

This section must be completed for each person directly connected with the business, unless they are a current licensee.

1.	Business Name (D/B/A) Gringo Botequim Brasil				
2.	Full Name of Individual Paulo Pepe Araujo				
	Social Security Number* [REDACTED]		Home Telephone Number 305 342 8878		Date of Birth [REDACTED]
	Race White	Sex Male	Height 05-07	Weight 178	Eye Color Black
	Hair Color Gray				
3.	Are you a U.S. citizen? ☒ Yes ☐ No If no, immigration card number or passport number:				
4.	Home Address (Street and Number) 350 NE 24th St Apt. 810				
	City Miami			State FL	Zip Code 33137
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? ☐ Yes ☒ No If yes, provide the information requested below. The location address should include the city and state.				
	Business Name (D/B/A)			License Number	
	Location Address				
6.	Have you had any type of alcoholic beverage , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below. The location address should include the city and state.				
	Business Name (D/B/A)			Date	
	Location Address				
7.	Have you been convicted of a felony within the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.				
	Date		Location		
	Type of Offense				
8.	Have you been convicted of an offense involving alcoholic beverages or tobacco products anywhere within the past 5 years? ☐ Yes ☒ No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.				
	Date		Location		
	Type of Offense				

**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT**

Business Name (D/B/A)

- | | | | |
|----|------------------------------|--|--|
| 1. | Yes ☐ | No ☒ | Is the proposed premises movable or able to be moved? |
| 2. | Yes ☐ | No ☒ | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Yes ☐ | No ☒ | Is the business located within a Specialty Center? If yes, check the applicable statute:
☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S. |
| 4. | Yes ☐ | No ☒ | Are there any mobile vehicles used to sell or serve alcoholic beverages? |
| 5. | Yes ☐ | No ☒ | Are there more than 3 separate rooms or enclosures with permanent bars or counters? |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.

SECTION 5 – APPLICATION APPROVALS

Full Name of Applicant: (This is the name the license will be issued in)

Aroma Brasil Corp

Business Name (D/B/A)

Gringo Boyequim Brasil

Street Address

1076 Kane Concourse

City

Bay Harbor Islands

County

Dade

State

FL

Zip Code

33154

ZONING**TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION**

- A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: _____ Type: _____ license.
- B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch?" ☐ Yes ☐ No

Check either: Please do not skip, this is important for license fee sharing

☐ Location is within the city limits or ☐ Location is in the unincorporated county

Signed _____ Date _____

Title _____ This approval is valid for ____ days.

SALES TAX**TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed _____ Date _____

Title _____ Department of Revenue Stamp

This approval is valid for ____ days.

HEALTH**TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date _____

Title _____ Agency _____

This approval is valid for ____ days.

SECTION 6 – APPLICANT ENTITY FELONY CONVICTION

Business Name (D/B/A) _____

Has the applicant entity been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

☐ Yes ☒ No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the entity was convicted, and the city, county, state and court where the conviction took place.

(Attach additional sheets if necessary)

**SECTION 7 – SPECIAL LICENSE REQUIREMENTS
(DOES NOT APPLY TO BEER AND WINE LICENSES)**

Please check the appropriate box of the license for which you are applying. Fill in the corresponding requirements for the license type sought.

☒ Quota Alcoholic Beverage License ☐ Specialty Alcoholic Beverage License (e.g. SRX, S, etc)
☐ Club Alcoholic Beverage License

This license is issued pursuant to _____, Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

Please initial and date:

Applicant's Initials _____

Date 03/26/2015

SECTION 8 – DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license. You **MUST** list all persons and entities in the entire ownership structure. To determine which of those persons must submit fingerprints and a Related Party Personal Information, sheet, see the fingerprint section in the application instructions.

Business Name (D/B/A)
Gringo Botequim Brasil

1. When applicable, complete the appropriate section below. **Attach extra sheets if necessary.**

Title/Position	Name	Stock %
CORPORATION– List all officers, directors, and stockholders		
President	Alessandra T Santiago	60
Vice President	Paulo P Araujo	40

GENERAL PARTNERSHIP – List all general partners

LIMITED LIABILITY COMPANY – List all managers (member & non-member), directors, officers, and members

LIMITED PARTNERSHIP – List all general and limited partners.

LIMITED LIABILITY PARTNERSHIP – List all partners

Bar Manager (Fraternal Organizations of National Scope only):

OTHER INTERESTS

These questions must be answered about this business for every person or entity listed as the applicant

1. Are there any persons or entities not disclosed who have loaned money to the business?	☐ Yes ☒ No
2. Are there any persons or entities not disclosed that derive revenue from the license solely through a contractual relationship with the licensee, the substance of which is not related to the control of the sale of alcoholic beverages, or is exempt by statute or rule?	☒ Yes ☐ No
3. Are there any persons or entities not disclosed that have the right to receive revenue based on a contractual relationship related to the control of the sale of alcoholic beverages?	☒ Yes ☐ No
4. Are there any persons or entities not disclosed who have a right to a percentage payment from the proceeds of the business pursuant to the lease?	☐ Yes ☒ No
5. Are there any persons or entities not disclosed who have guaranteed the lease or loan?	☐ Yes ☒ No
6. Are there any persons or entities not disclosed who have co-signed the lease or loan?	☐ Yes ☒ No
7. Is there a management contract, franchise agreement, or concession agreement in connection with this business?	☐ Yes ☒ No
8. Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from any industry member as described in 61A-1.010, Florida Administrative Code?	☒ Yes ☐ No

If you answered yes to any of the above questions, a copy of the agreement must be submitted with this application. The terms of the agreement may require the interested persons or parties related to an entity to submit fingerprints and a related party personal information sheet.

SECTION 9 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)

"I, the undersigned individually, or on behalf of a legal entity, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the entire area and premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

PAULO P ARAUJO.
APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

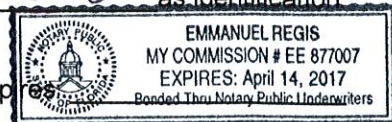
[Signature]
APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged before me this 26 Day
of MARCH, 2015, By PAULO PEPE ARAUJO who is () personally
(print name(s) of person(s) making statement)

known to me OR (☒) who produced FL DRIVER LIC # A620675580850 as identification

[Signature]
Notary Public

Commission Expires



SECTION 10 - CURRENT LICENSEE UPDATE DATA SHEET

This section is to be completed for all current alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.

Business Name (D/B/A)

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth

Social Security Number*

Street Address

City

State

Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth

Social Security Number*

Street Address

City

State

Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth

Social Security Number*

Street Address

City

State

Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth

Social Security Number*

Street Address

City

State

Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth

Social Security Number*

Street Address

City

State

Zip Code

SECTION 3 – RELATED PARTY PERSONAL INFORMATION

This section must be completed for each person directly connected with the business, unless they are a current licensee.

1.	Business Name (D/B/A) Gringo Botequim Brasil				
2.	Full Name of Individual Alessandra Texeira Santiago				
	Social Security Number*		Home Telephone Number		Date of Birth
	N/A		305 342 8878		[REDACTED]
	Race	Sex	Height	Weight	Eye Color
	White	Female	05-05	178	Black
	Hair Color Black				
3.	Are you a U.S. citizen? ☐ Yes ☒ No If no, immigration card number or passport number: Passport # FB659856				
4.	Home Address (Street and Number) Av. Dr. Cesario Bastos, 55 Apt. 11				
	City Santo Andre			State SP/Brasil	Zip Code 09040-330
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? ☐ Yes ☒ No If yes, provide the information requested below. The location address should include the city and state.				
	Business Name (D/B/A)			License Number	
	Location Address				
6.	Have you had any type of alcoholic beverage , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below. The location address should include the city and state.				
	Business Name (D/B/A)			Date	
	Location Address				
7.	Have you been convicted of a felony within the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.				
	Date		Location		
	Type of Offense				
8.	Have you been convicted of an offense involving alcoholic beverages or tobacco products anywhere within the past 5 years? ☐ Yes ☒ No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.				
	Date		Location		
	Type of Offense				

9.	Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? ☐ Yes ☒ No If yes, provide the information requested below and a Copy of the Arrest Disposition . Attach additional sheet if necessary.				
	<table border="1"> <tr> <td>Date</td> <td>Location</td> </tr> <tr> <td colspan="2">Type of Offense</td> </tr> </table>	Date	Location	Type of Offense	
Date	Location				
Type of Offense					
10.	Do you meet the standards of the moral character rule? ☒ Yes ☐ No				
11.	Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active? ☐ Yes ☒ No				

NOTARIZATION STATEMENT

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."

STATE OF Florida

COUNTY OF Miami-Dade Alessandra Teixeira Santiago
APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR (✓) Acknowledged before me this 30 Day
of March, 20 15, By Alessandra Teixeira Santiago who is () personally
(print name of person making statement)

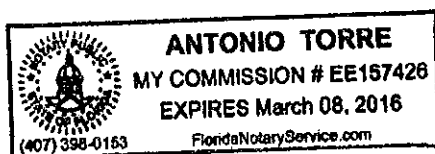
known to me OR (✓) who produced Brazilian Passport # FB659856 as identification.

Antonio Torre Commission Expires: March 8, 2016
Notary Public

(ATTACH ADDITIONAL COPIES AS NECESSARY)

*Social Security Number

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(i). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.



Business Property Lease

THIS lease, executed today, November 20, 2014, between Geoffrey Cipes, the Landlord, and Paulo Araujo, the Tenant:

WITNESSETH: The Landlord, for and in consideration of the rent herein reserved to be paid by the Tenant, and in consideration of the covenants herein to be kept and performed by the Tenant, does hereby lease and demise unto the said Tenant the following described premises situated, lying and being in the City of Bay Harbor Islands, County of Dade, State of Florida:

1076 Kane Concourse
Bay Harbor Islands, FL 33154

1. TO have and to hold the said premises unto the said Tenant, from December 1, 2014, to and including November 30, 2017, the Tenant yielding and paying to the Landlord the following rental:

2. THE entire rental for this period to be One Hundred Fifteen Thousand Six Hundred 00/100 dollars (\$115,600.00), subject to cost of living adjustments as herein mentioned, and sales taxes payable as follows:

3a. PAYMENTS: Upon the signing of this lease, Tenant shall pay \$6,800.00, plus Florida State Sales Tax of \$476.00, plus \$100.00 utilities deposit plus the hereinafter mentioned security deposit of \$3,638.00, for a total of \$11,014.00, the receipt of which is hereby acknowledged; and \$3,400.00 plus Florida State Sales Tax of \$238.00, for a total of \$3,638.00, plus utilities sharing charge as herein stated on March 1, 2015, and a similar amount on the first day of each succeeding month up to and including the first day of October, 2017, subject to cost of living adjustment as herein mentioned, and if the Tenant exercises its option to renew this lease then the prepaid final month's rent will be held until the final month of the extended lease. If the sales tax rate changes, then the amount added to the rent shall change proportionately.

3b. RENEWAL: If the Tenant has made each payment promptly on its due date, and if the Tenant has duly and properly performed all of the obligations of the Tenant called for herein to be performed, without the Landlord taking any action in order to request and/or compel the Tenant to perform those obligations, then the Tenant shall have an option to extend the lease for an additional period of three years. In order to exercise this or any future option, Tenant must notify Landlord by certified mail at least six months prior to the termination of this lease. Failure to notify means failure to renew the lease. All of the terms of the within lease shall be continued into the extension, and the annual rental shall be subject to the Cost of Living adjustments as herein stated. Any amounts of rental now credited to the end of this lease shall, instead, be credited to the end of the option period, and monthly rental payments shall continue to be made through the end of the original lease period.

3c. COST OF LIVING ADJUSTMENT: It is agreed that beginning December 1, 2015, the rental payments shall be adjusted to a Cost of Living Index. All the terms of the within lease shall be continued except that the rental shall be subject to the hereinafter mentioned Cost of Living Index. The base rental shall be \$3,400.00 plus Florida sales tax, plus utilities charge, per month, with both the total amount and the monthly amount adjusted as follows: It is covenanted and agreed that beginning December 1, 2015, and on the same day of each year thereafter, the index number will be compared to its position as of the base index date, the rent reserved shall be increased 1% for each 1%, or fraction thereof, that the index increases, and shall continue in such altered amount for one year or until the time for the next index figure computation at which time the rent will be further increased by another 1% for each 1%, or fraction thereof, the index figure increases from its previous reading, and it will not decrease below the rent amount of the previous year. The adjustment will be made annually, each year, and the increase will be paid, or allowed, immediately upon receipt of figures from the Landlord. It is the intention of the parties to provide for rental adjustments each year to compensate for the variations in the cost of living. In the event, from period to period, the hereinafter designated index has not adjusted itself up then the previous rent for the one year period shall stay in force and effect. The index number to be used is the "Consumer Price Index - U.S. City Average," U.S. Department of Labor, All Urban Consumers; and if the aforementioned index becomes unavailable, the index to be used is the "Index of the General Price Level", issued by the Federal Reserve Bank of Atlanta, Georgia; and if the aforementioned index also becomes unavailable, the index to be used is the "Index of the General Price Level", issued by the Federal Reserve Bank of New York; and if the aforementioned index also becomes unavailable, Landlord shall choose an index, issued by the United States Government, as the index to be used. It is the agreement of the parties that the base index shall be the index as of December 1, 2013. In the event no figures are issued on December 1, 2015, for the index being used, then the figures next issued are to be considered the index number as though it had been issued on December 1, 2015. This provision shall also apply to each successive year. Change in rental charged shall be retroactive to the first day of each new one year period. At the time of the service upon Tenant of the cost of living adjustment, Tenant shall deposit with Landlord an amount equal to the monthly increase as prepaid rent for the final month of the lease period or any extension.

4. SECURITY Deposit: Tenant agrees to pay Landlord the sum of Three Thousand Six Hundred Thirty Eight 00/100 Dollars (\$3,638.00), as security for the faithful performance by Tenant of all terms, covenants and conditions of this lease, including but not limited to returning premises to Landlord in same condition as rented except for reasonable wear and tear. This deposit may be applied by the Landlord for any monies owed by Tenant under the lease, physical damages to the premises, safe return of the keys to the premises, costs and attorney's fees associated with Tenant's failure to fulfill the terms of the lease. Tenant cannot dictate that this deposit be used for any rent due. If tenant breaches the lease by abandoning and/or surrendering the premises, or if Tenant is evicted from the

premises prior to the lease expiration date, the security deposit will be forfeited as special liquidated damages to cover the costs of re-letting the premises. Tenant will still be responsible for unpaid rent, safe return of the keys to the premises, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit shall be help by Landlord for the benefit of the Landlord. Security deposit refunds, if any, shall be made by mail only, as provided by law, made out in the names of all Tenants in one check.

5. IT is understood and agreed that the cost of utilities, including electricity, trash removal, water and sewer is the sole expense of the Tenant. It is the obligation of the Tenant to maintain and repair all appliances, light fixtures and bulbs in the premises. IT is understood and agreed that the cost of utilities, including electricity, trash removal, water and sewer is the sole expense of the Tenant. If the Tenant does not have an individual water meter for it's premises or there is a trash removal fee from the Town charged to the building as a whole, then the Tenant will pay to Landlord 33 1/3 percent of the utility charges from the Town of Bay Harbor Islands. This utility charge will be paid by Tenant each and every month, including the first and last month of the Lease upon receipt of said invoice from the Landlord.

6. IF there is a parking lot on the premises, it is understood that the Tenant and its employees will use the parking lot at the rear of the building in order to provide the maximum number of parking spaces for customers of the building. The Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars of Tenant's employees within 5 days after taking possession of the premises and shall notify the Landlord of any changes within 5 days of such changes. In the event that the Tenant or Tenant's employees fail to park their cars in the designated parking areas as aforesaid, then the Landlord, at its option, shall charge the Tenant ten (\$10.00) dollars per day per car parked in any area other than those designated, as and for liquidated damage. The Landlord is not required to enforce this provision.

7. THAT said Tenant may not use premises for any other purpose than a coffee shop, without first having the written consent to such change of purpose from the Landlord.

8. IN the event that the real estate taxes payable with respect to the building and the land on which it is located, for any tax year in which this lease shall be in effect, shall be greater than the amount of such taxes due and payable for the tax year next preceding the term commencement date (the applicable tax year being hereinafter referred to as "base year"), whether by reason of an increase in either the tax rate or the assessed valuation or by reason of the levy, assessment or imposition of any tax on real estate as such, not now levied, assessed or imposed, or for any other reason, Tenant shall pay to Landlord within 30 days after written notification, as additional rent for the lease year in which such date occurs, an amount equal to 33 1/3 percent of the difference between the amount of such tax or taxes and the corresponding tax or taxes paid for the base year.

9. IN the event that the liability and casualty insurance shall be greater than the insurance costs incurred by Landlord during the lease year next preceding the term commencement date, Tenant shall pay to Landlord, as additional rent for the lease year in question, within 30 days after written notification, an amount equal to 33 1/3 percent of the increase.

10. ALL rental payments are due and payable, without notice or demand, and shall be paid at the office of the Landlord's agent, TransCoastal Realty Corp., P.O. Box 9258, Coral Springs, FL 33075-9258, or to such other person or to such other place, as the Landlord may from time to time, signify by notifying the Tenant in writing. Until otherwise notified, all checks are to be made payable to TransCoastal Realty Corp. There is a minimum of \$20.00 added to the rent amount for each returned check.

11. IT is expressly understood by the Landlord and Tenant that TransCoastal Realty Corp. negotiated this lease and will be entitled to the commission on this lease and any extension, renewal or sale resulting therefrom. The Landlord and/or the Landlord's agent herein is/are also Registered Real Estate Broker(s).

12. THE Tenant agrees to keep, conform to and abide by each and every of the following which are hereby made conditions of this lease. If, however, the premises is presently occupied and the present tenant does not vacate the premises as of the commencement date of this lease, this lease will remain in full force and effect and the rent for the within premises shall be prorated as of the date the Tenant is permitted occupancy. The commencement date of this lease shall be the date of occupancy of the Tenant and the expiration date of the lease shall be as written within.

13. TO pay the rent herein reserved at the times and in the manner aforesaid, and should said rent herein provided at any time remain due and unpaid for a space of three (3) days after same shall become due, the Landlord may, at Landlord's option, consider the Tenant a tenant at sufferance and Landlord may immediately reenter upon said premises and the entire rent for the remainder of the entire term shall at once become due and payable and may forthwith be collected by distress or otherwise; or if the rent has not been paid by the 5th day of any month past the aforementioned due date, the Landlord at his option may charge a late fee of \$50.00 plus Florida State Sales Tax for each week, or part thereof that rent is late as an additional rental payment due immediately upon notice from the Landlord to Tenant.

14. TO use said premises in pursuance with all laws now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, toilets and other fixtures and parts of said premises used in common with other tenants in said building which may be necessary for the preservation of the property and comfort of the other tenants.

15. NOT to permit or suffer any noise, disturbance or nuisance whatsoever on said premises detrimental to same or annoying to the neighbors, and the Tenant agrees that the premises will have been received in thoroughly good order, in an "as is" condition, tenantable condition and repair, of which the physical act of taking possession thereunder shall be conclusive evidence, and that no representation as to the condition of said premises has been made by the Landlord, or Landlord's agents, and that no obligation as to the repairing, adding to, or improving said premises has been assumed by the Landlord, and that no oral arrangements have been entered into in consideration of making this lease and that said lease contains a full statement of the obligation of both parties herein. In addition, if the governmental licensing agencies require modifications of plumbing, electric or anything else in order to bring the premises to code or because of Tenant's specific usage, it is the obligation of the Tenant to fulfill those modifications.

16. THAT the Tenant will keep in good condition during the continuation of the term herein described the said demised premises, and every part thereof, including the plumbing, doors and windows, and awnings, if any (which said awnings, if any, the Landlord shall not be called upon to furnish to replace during the term of the Lease), and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of demised premises, and that the said Tenant shall within ten days after entry and occupancy of said premises cause to be written a policy of plate glass insurance in a company to be approved by the Landlord, insuring all of the plate glass in said premises, which said policy will bear an endorsement thereon, naming the Landlord as the party to whom all payments that may accrue from said policy of insurance shall be payable and should the Tenant fail and omit to cause said policy of insurance to be written, and should the Landlord waive Landlord's option to cancel said lease for breach of covenant, then, and in that event, said Tenant shall be responsible for any breakage that may occur from any cause whatsoever to the plate glass windows and agrees to replace the same at Tenant's cost. If the Tenant desires to furnish awnings, he shall first obtain the written approval of the Landlord as to style, color and quality of material. The Tenant will repair, at its own expense, all doors, plumbing, windows, and electrical items. The Landlord will furnish to the Tenant, upon request, the name of the roofer that installed the roof. If any leaks develop in the roof, the Landlord will not be responsible for any damage caused by said leaks, and it shall be the responsibility of the Tenant to repair the roof and any damage that causes leaks into the Tenant's premises. Tenant shall also be responsible to repair any damage to the roof caused by any installation by the Tenant.

17. THE air conditioning unit serving the demised premises is the property of the Landlord. However, it shall be the sole obligation of the Tenant to maintain the unit in good condition, and to pay for all said maintenance repair and/or replacement of the said unit.

18. THE Tenant shall have the right to make changes or alterations to the demised premises however, that any such changes or alterations shall be made in all cases subject to the following conditions which Tenant agrees to observe and perform:

(a) No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building on the demised premises.

(b) No change or alteration shall be made involving an expenditure in excess of \$50.00 without the written consent of the Landlord, and Tenant shall comply with all of the provisions of this paragraph.

(c) All work done in connection with any change or alteration shall be done in good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions, and Tenant shall procure certificates of occupancy and other certificates if required by law.

(d) No changes or alterations shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorities of the various municipal departments and governmental subdivision having jurisdiction.

(e) At all times when any change or alteration is in progress, there shall be maintained, at Tenant's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Tenant and Landlord, expressly covering the additional hazards due to the change or alteration, and all additions, fixtures, or improvements, including, but not limited to, air conditioning units and carpeting, shall be and remain a part of the premises.

19. THAT the Landlord, or Landlord's agent, may, at any reasonable time, enter and view said premises, and make repairs if Landlord should elect to do so. The Landlord shall have the right to show the demised premises to persons wishing to purchase or lease the same. During the One Hundred Eighty (180) days prior to the expiration of the lease, or any renewal thereof, the Landlord shall have the right to place the usual "for rent" or "for sale" signs on the leased premises, and the Tenant agrees to permit the same to remain thereon without hindrance or molestation. The Landlord may show the premises to prospective future tenants at any time.

20. THAT if the Tenant shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Tenant to be kept and performed, or if the Tenant shall suffer to be filed against Tenant an involuntary petition to bankruptcy or shall be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the premises either in the state courts, or in the Federal courts, then, in any of such events, the Landlord may, at Landlord's option, terminate and end this lease and reenter upon the property, whereupon the term hereby granted, and, at the Landlord's option, all right, title and interest under it, shall end and the Tenant shall become a tenant at sufferance; or else said Landlord may, at Landlord's option, elect to declare the entire rent for the balance of the term, or any part thereof, due and payable forthwith, and may proceed to collect the same by distress or otherwise, and thereupon said term shall terminate, at the option of the Landlord, or else the said Landlord may take possession of premises and rent the same for the account of the Tenant; the exercise of any of which options herein contained shall not be deemed the exclusive Landlord's remedy; the expression "entire rent for the balance of the term" as used herein, shall mean all of the rent

prescribed to be paid by the Tenant unto the Landlord for the full term of the lease, less, however, any payments that shall have been made on account pursuant to the terms of said lease.

21. IF the Tenant shall abandon, vacate or remove the major portion of the goods, wares and merchandise usually kept on said premises when the same is open for business and/or shall cease doing business in said premises, then and in such event, this lease shall immediately become canceled and null and void, and all payments made by said Tenant shall be retained by the Landlord as part payment for the period of time the premises are occupied by the Tenant, and Tenant shall not be entitled to any monies so paid by him. Provided, however, that this section and/or any part thereof, shall only apply at the option of the Landlord.

22. THAT the Tenant pledges with and assigns unto the Landlord all the furniture and fixtures, goods and chattels of the said Tenant, which may be brought or put on said premises, as security for the payment of the rent herein reserved, and agrees that the Landlord's Lien for the payment of said rent may be enforced by distress, foreclosure or otherwise, at the option of said Landlord. Tenant agrees that such lien is granted to the Landlord and vested to said Landlord, and the Tenant further agrees that, in case of failure of said Tenant to pay the rent herein reserved when the same shall become due, or if the Tenant shall fail to perform any of the other acts in the lease that the Tenant is supposed to perform, and it becomes necessary for the Landlord to collect said rent, or to compel the Tenant to perform said acts, by suit or through an attorney, the Tenant will pay the Landlord a reasonable attorney's fee, together with all costs and charges.

23. THAT upon the performance by the Tenant of all the covenants and agreements hereinabove set forth, in case the demised premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements as to be unfit for occupancy or use by the Tenant, then and in that event, the Landlord shall have the option (1) to terminate this lease, or (2) to repair and rebuild the said premises, abating rents hereby reserved, or a fair and just proportion thereof, according to the proportion of the premises that is not usable, until the said premises are reinstated and made fit for occupancy and use; and in the event the Landlord elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time.

24. THAT the Tenant takes all risk of any damage to Tenant's property that may occur by reason of water or the bursting or leaking of any pipes, waste water, roof leaks or leaking of any pipes or waste water about said premises, or from any act of negligence of the Landlord, its agents, or of any co-tenant or occupants of the building or of any other person, or fire, or hurricane or other act of God, or from any cause whatsoever. Tenant shall procure its own insurance to cover all such damage. Tenant hereby waives any claim for damages it may have against the Landlord, and Tenant shall not have the right to assign any claim for damages against the Landlord or its agents, to Tenant's Insurance company, or to any one else.

25. THAT the Tenant shall not attach any signs to the premises, or place any lettering on the door or windows, unless such signs, and such lettering, be of a type, kind, character and description to be approved by the Landlord, in the interests of having a uniform system of lettering and display signs on all of the stores or offices in the building of which the demised premises are a part.

26. IF the said Tenant shall occupy said premises, with or without the consent of the Landlord, after the expiration of this lease, and the rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this lease for the term of one month only from the date of such expiration; and occupation, thereafter, shall operate to extend the lease from month to month only, unless other terms of such extension are expressed in writing and signed by the parties herein.

27. THAT the Tenant shall indemnify and save harmless the said Landlord from and against any and all claims, suits, action, damages, and/or causes of action arising during the term of this lease for any personal injury, loss of life and/or damage to property sustained in or about the leased premises, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof; the Tenant, at the Tenant's sole cost and expense and for the mutual benefit of the Landlord and the Tenant, shall maintain comprehensive public liability insurance, including property damage, covering the demised premises and in amounts not less than \$1,000,000.00 for any one person injured or killed, and not less than \$1,000,000.00 for any one accident, and not less than \$250,000.00 for property damage per accident. The Tenant agrees that Tenant will procure endorsements on the said policy wherein and whereby the insurance company will agree that the Landlord will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy, and that copies of all endorsements issued after the date of such policy will be forwarded to the Landlord. Such policy is to name the Landlord as co-insured. In the event the Landlord fails to pay any premium on such policy when due, the Landlord may pay same and add the amount of such payment to the rent next due along with a reasonable amount plus reasonable attorney's fees as liquidated damages to cover the cost, time and effort expended by the Landlord because of the Tenant's failure to comply with this paragraph.

28. IT is further agreed and understood that the Tenant agrees that this lease shall be subject and subordinate to any mortgage or deed of trust now on the premises, or which may hereafter be placed on said premises by the Landlord to the full extent of all debts and charges secured thereby; and to any renewals, extensions or new mortgages of all or any part thereof, which said Landlord may hereafter at any time elect to place on said premises, and said Tenant agrees, upon request, to execute any paper or papers which the Landlord may deem necessary to accomplish that end, and in default of the Tenant's so doing, that the Landlord is hereby empowered to execute such paper or papers in the name of the Tenant and as the act and deed of said Tenant and this authority is declared to be coupled with an interest and not revocable. No estate for years is created by this lease. At the expiration of said term, said Tenant shall quietly and peaceably deliver said premises to the Landlord in the same repair and condition in which they were received, ordinary wear and tear excepted.

29. THE Landlord hereby covenants with the Tenant that, upon performance by the Tenant of all the conditions herein set forth on the part of the Tenant to be kept and performed, Tenant may quietly have, hold, occupy and use the above described premises without interruption by the Landlord; provided that, upon the breach of any of the covenants, conditions, and stipulations herein contained to be kept and performed by the Tenant, the Landlord may immediately, without notice, and without the necessity of legal process, reenter said premises, and thereupon, at the Landlord's option, said lease shall forthwith be terminated and/or the Landlord may exercise any of the options herein provided for the Landlord's benefit in case of default on the part of the Tenant.

30. THE Landlord further covenants that Landlord will keep the exterior of the building in which are situated the demised premises, in good repair, and the portion of building intended to be designated as the exterior shall exclude those portions herein covenanted and agreed by the Tenant to be kept in repair, but the Tenant shall give to the Landlord seven (7) days written notice of needed repairs, and the Landlord shall have a reasonable time thereafter to make them.

31. NO abatement, diminution or reduction of the annual rental, or of any additional rent or other charges required to be paid by the Tenant pursuant to the terms of this lease, shall be claimed by, or allowed, the Tenant for any inconvenience, interruption, cessation or loss of business or otherwise, caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city governments, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war, civil commotion, strikes or riots, or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the Landlord, nor shall this lease be affected by any such causes. No diminution of the amount of space used by the Tenant caused by legally required changes in the construction, equipment, operation or use of the demised premises shall entitle the Tenant to any reduction or abatement of annual rental, additional rent or any other charges to be paid by the Tenant hereunder.

32. THE terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, personal representatives and/or assigns, wherever the context so requires or admits. The failure of the Landlord in one or more instances to insist upon strict performance of observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Landlord, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Landlord of rent, or additional rent or any other payment required to be made by the Tenant, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Landlord of any of the provisions hereof, or any of the Landlord's rights, remedies, privileges or options herein shall be deemed to have been made unless made by the Landlord in writing. If the Landlord shall consent to the assignment of this lease or to a subletting of all or a part of the demised premises, no further assignment or subletting shall be made without the written consent of the Landlord first obtained. No surrender of the demised premises for the remainder of the term hereof shall be valid unless accepted by the Landlord in writing.

33. THIS lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply, or is delayed in supplying, any equipment or fixtures, if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any outside cause whatsoever including, but not limited to, governmental preemption in connection with a national emergency, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or otherwise.

34. Tenant warrants it will keep its office doors closed at all times except for the egress and ingress of the Tenant, its employees, and business associates. It is hereby understood that the Tenant and its employees shall use the parking lot at the rear of the building at all times, if such a parking lot is provided. Tenant shall not park nonworking vehicles or vehicles with flat tires, missing or expired license plates in the parking areas. THE Tenant will pay for its own door signs, but said signs must be approved in writing by the Landlord in the interest of uniformity in the building.

35. Tenant and Tenant's agents, employees, visitors and licensees shall faithfully comply with the rules and regulations appended to this lease, if any, and with such further reasonable rules and regulations as Landlord at any time may make and communicate in writing to Tenant, which, in the Landlord's judgment shall be necessary for the reputation, safety, care or appearance of the building, or adjoining parking areas or landscaping, or the preservation of good order therein, or the operation or maintenance on the building, its equipment, or the more useful occupancy or the comfort of the tenants or others in the building. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease in the manner as if the same were contained herein as covenants. Landlord shall not be liable to Tenant for the violation of any said rules and regulations, or the breach of any covenant or condition in any lease by any other tenant in the building or by any employee, servant or agent of the Landlord or by any visitor or licensee.

36. Landlord or Landlord's agents shall not be liable for any damage to property of Tenant entrusted to employees of the building, nor for the loss of any property of Tenant by theft or otherwise whether entrusted to said employees or lying in either a public place in or around the building or in the Tenant's demised premises.

37. NO warranty, express or implied, has been given by the Landlord or anyone else that the premises or the zoning are suitable for the Tenant's intended use. Tenant shall duly apply to the necessary governmental authorities for any occupational license needed. If the Tenant shall fail to obtain the necessary state, county or municipal occupational licenses, the Landlord shall have the option to cancel the within lease. If the Landlord exercises the option to cancel, Landlord's only obligation is to return the security, and a pro-rated portion of the rental paid in advance, if any. In addition, if the Tenant's intended use of the property in any way limits the ability of the Landlord to rent any other space in building for its highest and best use, for parking requirements or any other reason, the Landlord may likewise cancel this lease.

38. ANY notice to be given by Tenant to Landlord, pursuant to the provisions of this lease or of any law, present or future, shall be given by registered or certified mail, return receipt requested, addressed to the party for whom it is intended, at the address stated herein or such other address as it may have designated in writing.

39. THAT said Tenant may not assign Tenant's interest in this lease, nor underlet the whole or any part of said premises, nor shall the same be used for any other purpose than the purpose stated in the lease without first having the written consent to such assignment or underletting, or to such change of purpose for the use of the premises, from the Landlord, and the said Tenant further covenants that the said premises will not be used for any purpose that will invalidate any policies of insurance new or hereafter written on the building on which said premises are located, or will increase the rate of premium thereof. If, during the term of this lease and any extension thereof, the fire insurance rate of the building containing the demised premises is increased due to the nature of the Tenant's occupancy, the Tenant will pay to the Landlord any additional insurance premiums resulting from such rate increase. Any such additional premiums payable by the Tenant shall be paid to the Landlord within 10 days after written demand.

40. IT is understood that the Tenant shall not permit its child or children to run or play in the hallways or exterior of this building, and it is agreed that if such act does occur, it shall be constituted a nuisance and grounds for cancellation of this lease. The Tenant, at all times, shall accompany its child or children when in or around the demised premises. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.

41. THE delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the leased premises.

42. ALL garbage and refuse shall be kept in the kind of container specified by the Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by the Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of Tenant's refuse or rubbish.

43. NO radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

44. NO loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Landlord.

45. THE outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

46. Tenant shall use, at Tenant's cost, such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require.

47. Tenant shall not burn any trash or garbage of any kind in or about the leased premises, or within one mile of the outside property lines of the said premises.

48. THIS lease shall not be recorded. If the Tenant attempts to record same, the Landlord shall have the right to cancel the within lease at any time.

49. IN the event that any covenant, section or provision of the within instrument shall be for any reason declared void or illegal by court order or annotation, it is agreed and understood by and between the parties that the balance of the instrument shall not be affected and shall be valid.

50. NO pets shall be permitted in the premises at any time.

51. IF the whole or more than 50% of the demised premises shall be taken by virtue of eminent domain or for any public or quasi-public improvement (hereinafter referred to as "condemnation proceedings"), then the term of this lease shall terminate on the date of the vesting of title in such condemnation proceeding. If less than 50% of the demised premises shall be taken in such condemnation proceedings, this lease shall, upon the vesting of title in such condemnation proceedings, terminate as to the part so taken, but shall continue in full force and effect as the part of the demised premises not taken. In the event of such partial taking and the continuance of

this lease for the part not taken, then Landlord shall, at its cost and expense, forthwith repair and restore the demised premises and improvements to as nearly as possible their condition immediately prior to such taking. After the repairs and restoration have been completed following the partial taking the rent for the unexpired term shall be reduced by that portion which the area so taken shall bear to the entire area of the demised premises immediately prior to such taking. In such condemnation proceedings, Landlord shall be entitled to receive and retain any award for damages for the land, building and demised premises and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease. Notwithstanding the foregoing, Tenant shall be entitled to appear and claim, prove and receive in said condemnation proceedings an award that represents the then value of installations made by Tenant in the demised premises at Tenant's expense and for Tenant's trade fixtures. If the Tenant does not vacate the premises on the last day of the lease term, a charge of \$50.00, per day, shall be paid to Landlord, in addition to the amount of monthly rental equal to the monthly amount due and payable during the last year of the lease.

52. IT is understood that there is no smoking allowed inside the leased premises or the building common area. All smoking must be done outside of the building.

53. IT is hereby understood that this lease does not constitute an exclusive for the Tenant's type of merchandise and/or professional services.

54. Tenant agrees to the following Rules and Regulations:

a. ALL garbage and refuse shall be kept in the kind of container specified by the Landlord, and shall be placed by the Tenant in the manner and at the times and places specified by the Landlord.

b. NO aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time, at the expense of the Tenant.

c. NO loud speakers, television, phonographs, radios or other device shall be used in a manner so as to be heard or seen outside of the premises without prior written consent of the Landlord.

d. THE outside areas immediately adjoining the premises and by the doors and windows, shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord and the Tenant shall not place or permit any obstructions or anything else in such areas.

e. Tenant shall park its car only in those portions of the parking area designated for that purpose by the Landlord. Tenant shall not park commercial or nonworking vehicles or vehicles with flat tires, missing or expired license plates in the parking areas.

f. Tenant shall not burn any trash or garbage of any kind in or about the leased premises.

g. Tenant shall cover the windows with proper curtains or drapes. Bedspreads, sheets, newspapers, or other makeshift window coverings will not be permitted.

h. THE Landlord reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additions applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereon, if any, shall be given to the Tenant. Tenant agrees to comply with all such rules and regulations upon notice to the Tenant from the Landlord.

IN witness whereof, the respective parties hereto have caused these presents to be signed, sealed and delivered on the day, month and year stated in the first clause of this lease.

WITNESSES:

(As to Landlord)

(As to Tenant)

(Seal)

(Landlord)

(Seal)

(Tenant)

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 14.

ITEM: Consideration and approval of the revised standard TDR agreement provided by Asst. Town Attorney Simone. The agreement has been revised to require a larger deposit, to include a mechanism to apply for an extension and clarify the time of closing.

DESCRIPTION:

At the previous Council Meeting the Town Attorney was asked to amend the TDR agreement to require a larger deposit. There was also some discussion regarding the requests for extension of times being brought before the Council. Staff also asked the Town Attorney to clarify the language of the closing paragraph.

The Asst. Town Attorney Simone has provided two versions of the agreement, both require a 40% deposit, one requires that if an extension of time is requested, the applicant pay for the difference on the TDR prices and deposit the entire amount of the contract in an escrow account held by the Town Attorney. This option assumes that the price of TDRs will continue to increase; therefore, giving the town additional funds in consideration of the extension. The second version assures that the town receives 5% of the total contract amount per month of extension regardless of the price of the TDRs (which takes into account that the price of TDRs could conceivably go lower or stay the same).

Also, staff asked the Town Attorney to clarify the closing clause to comply with the current Code Requirements and make sure the TDR payment is received prior to the issuance of a building permit and the Deed is recorded timely.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS

1.	TDR Agreement - Ver 1	2015.04.06 V2.1 TDR Agreement for Purchase and Sale -1.pdf
2.	TDR Agreement - Ver 2	2015.04.06 V2.1 TDR Agreement for Purchase and Sale -2.pdf

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 _____, 20____ (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and _____, (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 _____ 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 _____ 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 _____ (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, _____ TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$_____, per TDR -- for a total purchase price of \$_____ (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 40% 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 within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the 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, unless Buyer receives a six (6) month Closing Date extension from the Town (the “Closing Date Extension”). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees to: a) pay the then present price of the TDRs as the Revised Purchase Price; b) pay the Town the difference between the Revised Purchase Price and the Purchase Price upon the execution of the Addendum as a Closing Date Extension Fee; and c) pay the balance of the Purchase Price into escrow and all sums held in escrow thereafter shall constitute the Deposit. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or the Closing Date

Extension (if applicable), 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 _____ Attn: _____
_____ Phone No. _____, email address _____
_____ together with a copy to email
address: _____.

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 it 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. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. 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 present of:

BUYER:

Print Name:_____

By:_____
Sign Name

Print Name:_____

Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name:_____

By:_____
Name:_____
Title:_____

Print Name:_____

Date:_____

EXHIBIT “A”

The Legal Description of the Property

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 _____, 20____ (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and _____, (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 _____ 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 _____ 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 _____ (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, _____ TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$_____, per TDR -- for a total purchase price of \$_____ (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 40% 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 within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the 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, unless Buyer receives a six (6) month Closing Date extension from the Town (the “Closing Date Extension”). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees upon execution of the Addendum to: a) pay the Town 5% of the Purchase Price each month until the Closing as a Closing Date Extension Fee; and b) pay the balance of the Purchase Price into escrow, and all sums held in escrow thereafter shall constitute the Deposit. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or by the expiration of the Closing Date Extension (if applicable), Buyer shall be in Default of this

Agreement and 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 _____ Attn: _____
_____ Phone No. _____, email address _____
_____ together with a copy to email
address: _____.

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 it 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. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. 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 present of:

BUYER:

Print Name:_____

By:_____
Sign Name

Print Name:_____

Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name:_____

By:_____
Name:_____
Title:_____

Print Name:_____

Date:_____

EXHIBIT “A”

The Legal Description of the Property

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 15.

ITEM: Request for an **Extension** to close on an Agreement for purchase and Sale of Transfer Development Rights between the Town and Furmanos LLC. The contract was entered into May 12, 2014 for the purchase of 9 TDR' s to be transferred to the receiving property located at 1170 93 Street. The project has been redesigned and the density reduced so that they only need 5 TDRs instead of 9. Enclosed is information provided by Mathew Amster, Esq., who represents the owners.

DESCRIPTION:

Enclosed is a letter from Matthew Amster which explains with details the above request. The applicant is requesting an extension of 6 months to the TDR contract with a modification which reduces the number of units they are requesting from the original 9 units to 5 units. The project was redesigned and the density reduced. The revision to the project was approved by the Planning and Zoning Board at their January 20th meeting.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk

ATTACHMENTS

1.	TDR Agreement Extension	TDR extension request.pdf
2.	Approved Plans - 1-20-15	Pages from 1-20-2015 PnZ Agenda Packet - 1170 - 93 St.pdf



BERCOW RADELL & FERNANDEZ

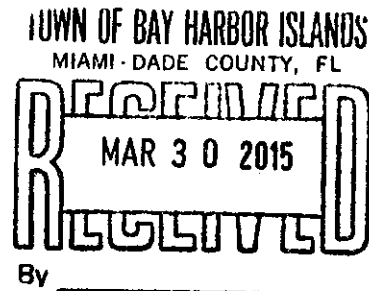
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6236
E-MAIL: mamster@brzoninglaw.com

VIA EMAIL & HAND-DELIVERY

March 27, 2015

Ronald J. Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154



Re: Public TDR Approval Modification and Extension for Bay Harbor Gardens Project
Located at 1170 93 Street, Bay Harbor Islands

Dear Mr. Wasson:

This law firm represents Furmanos, LLC ("Applicant"), the owner of the two vacant lots located at 1170 93 Street in the Town of Bay Harbor Islands (collectively the "Property"). The purpose of this letter is to request a modification and extension of time for public Transfer of Development Rights ("Public TDRs") originally approved by the Town Council on May 12, 2014. See attached TDR Agreement. Specifically, the Applicant requests the reduction of the number of Public TDRs from 9 to 5 based on a modification to the approved project on the Property and an extension of 6 months for the TDR Agreement in order to obtain the full building permit.

The Project. On December 17, 2013, through Resolution No. 1191, the Planning and Zoning Board (PZB) approved the Applicant's site plan for a 34 unit multifamily residential project entitled "Bay Harbor Gardens" ("Project"). See attached PZB Resolution. On December 1, 2014, the Applicant submitted the required notification to the Town Administration to extend the project by two years and the current expiration date is December 17, 2016. See attached confirmation.

TDRs. As originally approved, the Project required 16 TDRs. The Applicant obtained 7 TDRs in two private transactions (3 TDRs from Montego Club Condominium Association approved by the Town Council through Resolution 2008 on April 7, 2014 and 4 TDRs from 9350 Condominium Association approved by the Town Council through Resolution 2013 on May 12, 2014). See attached Resolutions and corresponding Warranty Deeds.

Ronald J. Wasson, Town Manager

March 27, 2015

Page 2

The Applicant also obtained 9 Public TDRs from the Town Bank on May 12, 2014. As required, the Applicant immediately paid 25% of the fee for the Public TDRs (\$84,375) to the Town's escrow fund. The associated Agreement for the Public TDRs requires the Applicant to obtain the full building permit in one year, specifically by May 12, 2015.

Modified Project. As with many projects, changes are often made through the construction drawing and permitting process to improve the development and make it more efficient. The Applicant and the Project architect improved the Project and obtained approval of modifications from the PZB on January 20, 2015. The most notable change is the removal of one floor, which decreases the total unit count from 34 to 30; a difference of 4 units.

Request for Modification and Extension of Public TDRs. The modification to the Project has reduced the number of units and the Applicant requests to modify the Public TDR agreement to similarly reduce the number of TDRs from 9 to 5 and return 4 TDRs to the Town Bank for use for other projects. Additionally, the modification, which has improved the Project, has taken time that was not originally contemplated at the time of the Public TDRs approval and the Applicant does not believe a full building permit can be obtained by May 12, 2015. As such, the Applicant requests a six month extension of the Public TDRs - to November 12, 2015 - to obtain the permit. The Applicant is committed to developing this quality Project on the Property.

Conclusion. Bay Harbor Gardens is a well-designed development that is compatible with the surrounding area. The Applicant obtained a mix of private and public TDRs that assists with the upkeep and renovation of existing buildings and provides additional funds to the Town for improvements that will benefit the entire Town. Through the Applicant's thoughtful modification of the Project, the Applicant will free up 4 TDRs for use by other projects. We look forward to your favorable recommendation and the Town Council's approval of these requests. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6236.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew Amster', with a long horizontal line extending to the right.

Matthew Amster

Attachments

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 May, 2014 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and Furmanos, 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 9 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 Bay Harbor Gardens 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 1191 (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, 9 TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 37,500, per TDR -- for a total purchase price of \$ 337,500 (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.

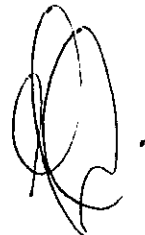
8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (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 Furmanos, LLC Attn: Tirso San Jose
tsanjose@belco.com Phone No. 561-994-3434, email address
mamster@brzoninglaw.com; together with a copy to email address: mamster@brzoninglaw.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 it 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 present of:

ANA Alvarez
Print Name: ANA Alvarez
NATALIA AHO
Print Name: N. AHO

BUYER:

By: [Signature]
Print Name: for Furnaces, LLC
[Signature]
Print Name: [Signature]

SELLER:

Marlene Marante
Print Name: Marlene Marante
Scherrie Griffin
Print Name: Scherrie Griffin

TOWN OF BAY HARBOR ISLANDS

By: [Signature]
Name: Ronald J. Wasson
Title: Town Manager

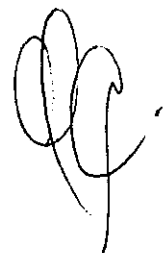
Date: 5-12-14

EXHIBIT "A"

The Legal Description of the Property

Lot 4 less the North 11 feet, in Block 17, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

All of Lot 5, in Block 17, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

A handwritten signature in cursive script, possibly reading "P. J.", enclosed within a large, loopy circular flourish.A handwritten signature in cursive script, possibly reading "J. C.", with a large, loopy flourish at the end.

RESOLUTION NO. 1191

**A RESOLUTION OF THE PLANNING AND ZONING
BOARD OF THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, APPROVING THE SITE DEVELOPMENT
PLAN APPLICATION FOR THE BAY HARBOR GARDENS
PROJECT.**

WHEREAS, on October 31, 2013, FURMANOS, LLC/SOBELCO (hereinafter the "Applicant"), filed an initial application for Site Plan approval. On November 26, 2013, Applicant submitted a revised site plan for a 34-unit apartment building, consisting of two (2) stories of parking and six (6) stories of habitable units ("Site Plan") located thereupon located at 1170 93rd Street, Bay Harbor Islands, Florida, and legally described as:

Lots 4 and 5 of Block 17, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the "Bay Harbor Gardens"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on December 17, 2013, the Town's Planning and Zoning Board approved the Site Plan for the Bay Harbor Gardens Project, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Finding. The Planning and Zoning Board finds that the Site Plan for the Bay Harbor Gardens Project is consistent with the criteria set forth in Section 5-23.1 of the Code and approves the Site Plan titled Bay Harbor Gardens dated November 26, 2013, subject to the below conditions for approval.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

A. This approval is based on the Site Plan dated November 26, 2013. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.

B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Bay Harbor Gardens Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board

staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Bay Harbor Gardens Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.

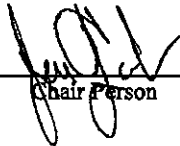
- C. The Bay Harbor Gardens Project is required to obtain 16 TDR dwelling units prior to the issuance of a building permit, and the TDRs must be approved by the Town Council. If the number of required TDR's are not approved by the Town Council, the instant development approval shall be deemed null and void and the project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews this project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines adjoining the site shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant.
- G. The project density (34 DU) and the number of required TDR units (16) is predicated on the Town executing a quitclaim deed to the Applicant deeding the previously dedicated 11 feet of right-of-way located on the north side of Lot 4 and Applicant granting the Town an easement as to said property deeded to Applicant via an easement agreement. In the event that said quitclaim deed and easement agreement are not executed and recorded, Applicant shall be required to obtain one (1) additional TDR, for a total of seventeen (17) TDRs.
- H. A Unity of Title is required to be recorded to legally combine the two lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- I. There shall be no general lighting on the roof. All required roof lighting shall project downward.
- J. The garage security gate shall be relocated to the top of garage ramp.
- K. All mechanical equipment shall be screened.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

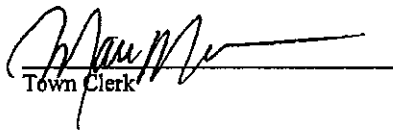
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 17TH day of December, 2013.

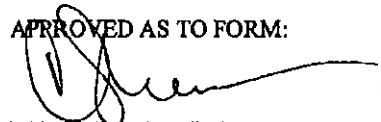
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

Matthew Amster

From: Ayanidys Marante <amarante@bayharborislands.net>
Sent: Wednesday, December 17, 2014 9:34 AM
To: Matthew Amster
Subject: State 2-year Extension Notification for PZB approval of Bay Harbor Gardens project at 1170 93 St

Dear Mr. Amster:

We are in receipt of your letter dated November 26, 2014, requesting a zoning approval extension letter for the above mentioned project. The deadline to submit full construction drawings for the project is December 17, 2016. This extension has been approved recently by the State Legislature enactment of another 2-year extension for local government-issued development orders and building permits.

After that time, no extensions will be granted and the approval of the project will expire.

If the project expires your client will have to start the process and approvals all over again.

A formal letter will be mailed to you for your records.

If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,

Ayanidys Martinez, CEP
Building and Zoning Supervisor

From: Matthew Amster [mailto:mamster@brzoninglaw.com]
Sent: Wednesday, November 26, 2014 3:55 PM
To: Dale Lee; Ronald J. Wasson; Ayanidys Marante
Cc: Marlene Marante; Michael J. Miller (mmiller@michaelmillerplanning.com); Giancarlo.Cuffia@engelvoelkers.com; Vicente Furiati; Markus Frankel; Ben Fernandez
Subject: State 2-year Extension Notification for PZB approval of Bay Harbor Gardens project at 1170 93 St

Please see the attached extension notification.

A happy and healthy Thanksgiving to everyone.

Matt

Bio

Vcard

RESOLUTION NO. 2008

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO FURMANOS, LLC FOR ITS PROPERTY LOCATED AT 1170 93RD STREET BAY HARBOR, FLORIDA (RECEIVING SITE) FROM MONTEGO CLUB CONDOMINIUM ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 10180 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

WHEREAS, pursuant to the Town's Code of Ordinances (Ordinance No. 769 and Section 23-22.2), the Town has established a system of Transfer of Development Rights; and

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by Furmanos, LLC ("Applicant") for its property located at 1170 93rd Street, Bay Harbor Islands, Florida ("Receiving Site") from Montego Club Condominium Association, Inc. ("Donor") for its property located at 10180 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town conducted a public meeting in accordance with law on April 7, 2014 and a total of three (3) dwelling units has been permitted to be transferred from the Donor Site to the Receiving Site; and

WHEREAS, on December 17, 2013, the Applicant received authorization from the Planning and Zoning Board to develop a thirty four (34) unit condominium building on lots 4 and 5, block 17, plat book 46, page 5, located at 1170 93rd Street, Bay Harbor Islands, Florida, ("Bay Harbor Gardens Project") pending approval of the Transfer of Development Rights of sixteen (16) TDR units.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of three (3) dwelling units from the Donor Site to the Receiving Site for the Bay Harbor Gardens Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of three (3) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 7th day of April, 2014.

TOWN OF BAY HARBOR ISLANDS

BY:  _____
MAYOR

ATTEST:


TOWN CLERK

This instrument was prepared by:

Name: Richard I. Kroop, Esq.

Address: 800 West Ave., #C-1

Miami Beach, Florida 33139

CFN 20140482345
OR Bk 29222 Pgs 2256 - 2257 (2pgs)
RECORDED 07/09/2014 12:07:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Folio Nos: _____

WARRANTY DEED
FOR TRANSFER OF DEVELOPMENT RIGHTS
AND DECLARATION OF RESTRICTIONS

THIS INDENTURE, Made this 26 day of June, 2014, BETWEEN

MONTEGO CLUB CONDOMINIUM ASSOCIATION, INC.

Grantor

Whose post office address is

10180 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154

and

FURMANOS LLC, a Florida limited liability company

Grantee

whose post office address is

2385 NW Executive Center Drive, Suite 440, Boca Raton, FL 33431

WITNESSETH, That said grantor, for and in consideration of the sum of
TEN AND 00/100 ----- (\$10.00) ----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said
grantee, the receipt whereof is hereby acknowledged, has granted bargained and
sold to the said grantee forever, THREE UNITS OF DEVELOPMENT RIGHTS (the
"Development Rights") as set forth in the Town of Bay Harbor Island Zoning and
Planning Code (the "Town Code"), Section 23.22.2, from the following described
property (the "Donor Parcel"), situate, lying and being in Miami-Dade County,
Florida, to-wit:

Said Donor Parcel being as Lots 5 & 6 in Block 3
of BAY HARBOR ISLAND, according to the Plat thereof recorded in
Plat Book 46, at Page 5 of the Public Records of Miami-Dade
County, Florida

a/k/a

Apartments Nos. 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B and 6C of The
Montego Club, A CONDOMINIUM, according to the Declaration thereof, as
recorded in Official Records Book 7160, at Page 94, of the Public Records
Of Miami-Dade County, Florida, as amended.

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development
Rights and will defend the same against the lawful claims of all persons,
whosoever, and the Grantor hereby represents that the transfer of Development
Rights to the Grantee herein has been approved by the Town of Bay Harbor
Islands in accordance with the requirement of the Town Code, avers that the
Development Rights have not been previously used, demised or sold, and agrees
that the Development Rights are hereby severed and extinguished from the Donor
Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor
Parcel in accordance with the Town Code, except for the Development Rights that
are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are
and shall be appurtenant to the following described land now owned by the
Grantee (the "Receiving Parcel") unless and until such Development Rights are
subsequently transferred in accordance with the provisions of the Town Code:

Lots 4 and 5 of Block 17, "Bay Harbor Island" Subdivision, according
to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the
Public Records of Miami-Dade County, Florida

The use of the Donor Parcel and the receiving Parcel is hereby restricted
to uses permitted under the Town Code, as amended from time to time.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County, Florida

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

GRANTOR:

MONTEGO CLUB CONDOMINIUM ASSOCIATION, INC.

BY [Signature] (Seal)
HARRY SHIPMAN, President

Witness
[Signature]
Printed Name of Witness

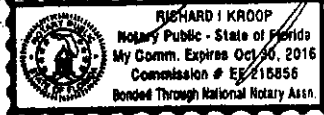
Witness
[Signature]
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of JUNE, 2014 by HARRY SHIPMAN, President of Montego Club Condominium Association, Inc, who is (or are) personally known to me or who has produced _____ as identification.

My Commission expires:

NOTARY PUBLIC



RESOLUTION NO. 2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO FURMANOS, LLC FOR ITS PROPERTY LOCATED AT 1170 93RD STREET BAY HARBOR, FLORIDA (RECEIVING SITE) FROM 9350 CONDOMINIUM ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 9350 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

WHEREAS, pursuant to the Town's Code of Ordinances (Ordinance No. 769 and Section 23-22.2), the Town has established a system of Transfer of Development Rights; and

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by Furmanos, LLC ("Applicant") for its property located at 1170 93rd Street, Bay Harbor Islands, Florida ("Receiving Site") from 9350 Condominium Association, Inc. ("Donor") for its property located at 9350 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town conducted a public meeting in accordance with law on May 12, 2014 and a total of four (4) dwelling units has been permitted to be transferred from the Donor Site to the Receiving Site; and

WHEREAS, on December 17, 2013, the Applicant received authorization from the Planning and Zoning Board to develop a thirty four (34) unit condominium building on lots 4 and 5, block 17, plat book 46, page 5, located at 1170 93rd Street, Bay Harbor Islands, Florida, ("Bay Harbor Gardens Project") pending approval of the Transfer of Development Rights of sixteen (16) TDR units.

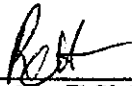
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of four (4) dwelling units from the Donor Site to the Receiving Site for the Bay Harbor Gardens Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of four (4) dwelling units from the Donor Site to the Receiving Site.

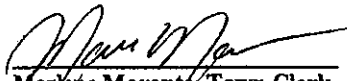
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 12th day of May, 2014.

TOWN OF BAY HARBOR ISLANDS

BY: 
Robert H. Yaffe, Mayor

ATTEST:


Marlene Marante, Town Clerk

Folio Nos: _____

CFN 2014R0604135
OR Bk 29288 Pgs 4929 - 4930; (2pgs)
RECORDED 08/28/2014 13:32:27
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

WARRANTY DEED
FOR TRANSFER OF DEVELOPMENT RIGHTS
AND DECLARATION OF RESTRICTIONS

THIS INDENTURE, Made this 24 day of July, 2014, BETWEEN

9350 CONDOMINIUM ASSOCIATION, INC.

Grantor

whose post office address is

9350 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154

and

FURMANOS LLC, a Florida limited liability company

Grantee

whose post office address is

1170 93rd Street, Bay Harbor Islands, FL 33431

WITNESSETH, That said grantor, for and in consideration of the sum of
TEN AND 00/00 ----- (\$10.00)----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said
grantee, the receipt whereof is hereby acknowledged, has granted bargained and
sold to the said grantee forever, FOUR UNITS OF DEVELOPMENT RIGHTS (the
"Development Rights") as set forth in the Town of Bay Harbor Island Zoning and
Planning Code (the "Town Code"), Section 23.22.2, from the following described
property (the "Donor Parcel"), situate, lying and being in Miami-Dade County,
Florida, to-wit:

Said Donor Parcel being known as Lots 11, 12 AND 13 in Block 2 of BAY HARBOR ISLAND, according to the Plat thereof recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida

A/K/A Unit Nos, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, PH A, PH B and PH C of 9350 CONDOMINIUM OF BAY HARBOR, a Condominium according to the Declaration thereof, as recorded in Official Records Book 10862, at Page 240, of the Public Records of Miami-Dade County, Florida, as amended from time to time, together with an undivided interest in the common elements appurtenant thereto.

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development Rights and will defend the same against the lawful claims of all persons whosoever, and the Grantor hereby represents that the transfer of Development Rights to the Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the requirement of the Town Code, avers that the Development Rights have not been previously used, demised or sold, and agrees that the Development Rights are hereby severed and extinguished from the Donor Parcel.

SAVING AND RESERVING TO THE GRANTOR all other rights to develop the Donor Parcel in accordance with the Town Code, except for the Development Rights that are hereby transferred to the Grantee.

The Development Rights transferred to the Grantee by this instrument are and shall be appurtenant to the following described land now owned by the Grantee (the "Receiving Parcel") unless and until such Development Rights are subsequently transferred in accordance with the provisions of the Town Code:

Lots 4 and 5 of Block 17, "Bay Harbor Island" Subdivision, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida

The use of the Donor Parcel and the receiving Parcel is hereby restricted to uses permitted under the Town Code, as amended from time to time.

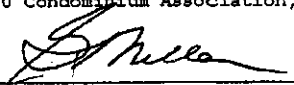
This instrument may be executed in counterparts with the respective original signature pages assembled into one document for recordation in the Public Records of Miami-Dade County, Florida

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

GRANTOR:

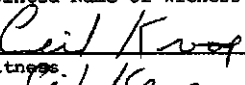
9350 Condominium Association, Inc

BY  (Seal)
GERALD MILLER, President

Witness


Richard I. Kroop
Printed Name of Witness

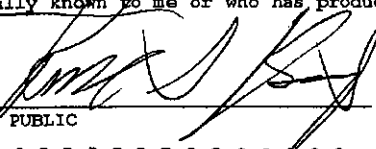
Witness

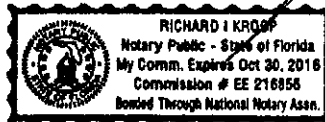

Cecil Kroop
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

July 1, 2014
THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of July, 2014 by GERALD MILLER, President of 9350 Condominium Association, Inc., who is (or are) personally known to me or who has produced _____ as identification.

My Commission expires:


NOTARY PUBLIC



AGENDA ITEM REPORT

January 20, 2015

ITEM NUMBER: 3.

ITEM:

Request for approval for revisions for "Bay Harbor Gardens" located at 1170 93 Street, Lots 4-5 of Block 17. The developers have submitted a revision to there previously approved plan from December 17, 2013. They have revised their design from 34 to 30 dwelling units. Enclosed please find the site plan and new elevations. (Item #3A)

DESCRIPTION:

Request for approval for revisions for "Bay Harbor Gardens" located at 1170 93 Street, Lots 4-5 of Block 17. The developers have submitted a revision to there previously approved plan from December 17, 2013. They have revised their design from 34 to 30 dwelling units. Enclosed please find the site plan and new elevations. (Item #3A)

RECOMMENDED ACTION:

Design meets Town Code and was approved by Michael Miller from Michael Miller Planning Associates.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ayanidys Marante
 Ayanidys Marante

ATTACHMENTS

1.	Staff Review	BHI PZB Staff Report BH Gardens MFR Jan 9 2015.pdf
2.	Site Plan & Elevations	1170.93st.pdf
3.	Letter	1170.93Letter1.20.15.pdf

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

To: Planning and Zoning Board
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: January 9th, 2015

Subject: Bay Harbor Gardens – 30 DU Multifamily Residential Complex
1170 93rd Street
Proposed Revisions from Original PZ Board Approval
Bay Harbor Islands Acct. No. MB2013-160
MMPA Acct. No. 01-0702-0976

RECOMMENDED ACTION

MMPA recommends the Planning and Zoning Board review the most recent revised plans dated January 6th, 2015 and, if found acceptable, **APPROVE** the proposed Site Development Plan application subject to the following:

- (1) The Board reviews / approves the applicant's request to make alterations to the previously approved design;
 - (2) Subject to any staff recommended conditions listed herein.
-

GENERAL PROJECT INFORMATION

Land Use Designation: MH – Medium-High Density Residential

Zoning District: RM-2 Multiple Family District

General Location: 1170 93rd Street

Legal Description: Lots 4 and 5, all in Block 17, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of M-D County.

PROJECT DESCRIPTION / HISTORY

The project architect, Markus Frankel, of Frankel Benayoun Architects, Inc., as agent for the property owner, Furmanos, LLC, has submitted a Site Development Plan application **REVISION** to allow for the construction of a thirty (30) dwelling unit (previously 34) mid-rise residential development located at 1170 93rd Street. The Town's PZB reviewed / approved a redevelopment plan for this site on December 17th, 2013. The latest proposed dwelling units range from 1,316 to 1,747 square feet (1,323 to 2,551 sq. ft. in 2013) of A/C space plus balconies, etc. The lots are currently cleared and vacant. The proposed site design incorporates one (1) square-shaped building positioned on top of a two-story parking garage structure. The building floors above the parking garage form a single enclosed structure.

One main driveway connection to 93rd Street is proposed at the northwest corner of the site. The driveway is a two-way driveway that provides access to the first and second story parking garage. The revised first story parking garage is shown at grade (previously depressed 3'-6" below grade). The driveway is twenty-three (23) feet in width and depicts one (1) outdoor loading / drop-off parking space near the garage entrance.

On the building rooftop is a recreational facility with a swimming pool, spa, sun-deck area, men's / women's restrooms, a sauna, community BBQ area, and eight (8) private terraces with summer kitchens. The proposed revised building is 7-stories in height - five (5) floors of residential (8 total floors / 6 floors of residential in 2013) over two (2) floors of parking garage @ max. 65-feet above BFE (max. allowed for this area).

According to the survey, the lots are currently vacant with a few existing trees. The current combined lot area is 22,500 square feet / 0.52 acres in size. This would allow a maximum of eighteen (18) dwelling units on the property at the maximum allowable base density (34 DUA). The revised proposal is to build thirty (30) residential units (58 DUA) which would require the developer to obtain 12 TDR units (34 DU in Dec. 2013 design). The Town limits residential density in this area to 60 DUA, which the plan now meets.

The adjoining / nearby development sites currently include the Ruth K. Broad Bay Harbor K-8 Center to the north across 93rd Street. To the immediate east is a 2-story multi-family residential complex @ 4 DU / 15 DUA. To the immediate south is a one-story multi-family residential complex @ 11 DU / 32 DUA. To the immediate west is the two-story Harbor Point multi-family residential complex @ 14 DU / 35 DUA. This area of the Town is predominated by a mixture of older low-rise residential complexes (2-3 stories) and mid-rise residential complexes (5-7 stories). The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential complexes (7+/- stories). Therefore, the proposed development is deemed generally consistent with the Town's future vision for this area.

BACKGROUND INFORMATION

The Town of Bay Harbor Islands completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 10+/- years. The former RE zoned lands located on waterfront lots were rezoned into the RM-1 District, while

interior (non-waterfront lots) are zoned RM-2. This interior lot is zoned RM-2. The Town also adopted numerous other modifications to many other code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions, building design standards, landscaping and other provisions.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. Additional dwelling units may be acquired to increase the base density if approved by the Town Commission. The developer is now seeking to build 30 DU (previously 34) while 18 DU are allowed via the base density. Therefore 12 (previously 16) additional TDR units must be acquired by the developer prior to construction commencing. The Town Council already approved the acquisition of seven (7) privately owned TDR units and nine (9) public TDR units. MMPA believes the public TDR unit acquisition has not been completed as yet, therefore; based on the revised density, the Town should only agree to convey five (5) TDR units, as the Town TDR system does not allow private property owners to “bank” excess TDR units, especially public TDR units. Based on the above the proposed development would be deemed consistent with the applicable FLUM designation of the property.

Land Development Regulations / Zoning Code – The property has a Zoning classification of RM-2 Multiple Family Zoning District. The maximum building height allowed in this area is 65 feet (measured from BFE to top of main roof deck). The proposed use of the property is consistent with this zoning classification. The new proposed site design does not meet the Town’s current side yard setbacks. Ordinance No. 961 (increased the side yard setbacks for multi-lot developments to 10% of lot width) was adopted in February 2014. Since this project was approved in December 2013 prior to the enactment of Ordinance No. 961, the Town Attorney has opined any such project is subject to the Zoning Code criteria in effect when the application is made. As this is a revision to a previously approved project, the new setback ordinance would not apply. This project will be consistent with the Code (density) as the Town Council approved additional TDR units already.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. A Unity of Title will be required to tie the lots together.

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

As stated above, the Site Development Plan depicts access to the site from one driveway connection to 93rd Street. The driveway is a 23-foot wide two-way driveway that provides access to the first and second story parking garage. The first story parking garage is shown at grade (previously depressed 3'-6" from street grade). The Town requires at least 23 feet width of pavement for 2-way driveways; therefore, the plan complies with the Town’s minimum standards.

Based on 30 DU the Code requires at least sixty (60) parking spaces. Thirty-four (34) parking spaces are shown in the first story parking garage, which includes two (2) guest spaces, two (2)

ADA spaces, and thirty (30) tandem parking spaces. The second story parking garage provides thirty (30) tandem parking spaces. In addition to the parking spaces in the garages, there is one (1) parking space for loading / drop-off adjoining the driveway at the garage entrance for a total of sixty-five (65) parking spaces on the site. Therefore, the site design exceeds the current minimum Code requirements for on-site parking spaces.

A Fire Department staging area is shown at the entrance to the driveway. Any changes required by the Fire Department subsequent to the Town's site plan approval may cause the plans to be resubmitted to the DRC / PZB.

TRANSFER OF DEVELOPMENT RIGHT (TDR) ANALYSIS

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

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The building design exterior appearance has not changed materially since the December 2013 PZB approval. The major design change was to delete one (1) residential floor of the building, raise the previously "depressed" lower parking level to grade, and to increase the interior floor to ceiling heights (8'-9" to 9'-7" +/-). The design remains modern with decorative vertical and horizontal design elements, expansive balconies and abundant use of glass.

The building width is about 119'-11"; therefore, no building angulation is required.

The building does not exceed one hundred twenty (120) feet in length; therefore, no "breezeway" is required.

DESCRIPTION OF DECEMBER 2014 REVISIONS

An architect's E-mail from September 2014 (early stages of revisions) provides a description of most of the desired changes; however, not all changes were clearly identified at that time. MMPA has noted several other plan modifications that were not identified but need to be re-approved by the PZB. MMPA compared the December 2013 PZB approved plans with the recent December 2014 plans and noted all modifications. Below is a listing of those items found to differ between 2013 / 2014.

Density – The applicant is seeking to reduce the density from 34 DU down to 30 DU.

Number of Floors / At Grade Parking / Building Height – The applicant has reduced the number of residential floors from six (6) to five (5). The first level of parking was previously partially depressed below grade 3'-6" but is now provided at grade. The interior ceiling to floor heights of the residential floors have also been increased (1+/- foot); however, the building remains at 65-feet above BFE.

Number of Parking Spaces – The number of parking spaces has been reduced (since number of DU was reduced); however, it still exceeds the Code minimum of 2 spaces per DU. The guest space orientation has also been changed slightly; however, the location remains the same.

Unit Sizes – The applicant has removed four (4) DU (essentially the 4 penthouse units). The sizes of the units have been adjusted slightly by reducing the width of the interior "entry gallery" between the units.

Amenities / Site Features– The applicant has added / moved several amenities / site features.

- In the parking garage at grade level, the bike storage area has been moved to the rear of the garage to allow for a "garden and building storage area". A yoga studio has been added next to the fitness gym. Several other small areas have been moved / altered within the parking garage.
- Summer kitchens have been added to the balconies of each unit.
- On the building rooftop, an eighth private terrace has been added by eliminating the "common terrace"; a spa has been added; and the pool equipment has been moved to an enclosed area next to the bathrooms.

Building Elevations – The applicant has also changed the building elevations slightly.

- The front / north elevation is generally the same; however, it now shows building signage. The façade near the ground has changed slightly due to the change from the below grade to at grade parking garage.
- The west / side elevation is generally the same; however the façade near the ground has changed slightly due to the change from the below grade to at grade parking garage.

- The south / rear elevation is generally the same; however the façade near the ground has changed slightly due to the change from the below grade to at grade parking garage.
- The east / side elevations is generally the same; however the façade near the ground has changed slightly due to the change from the below grade to at grade parking garage.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

Following are suggested conditions of approval and/or comments on the latest plans dated January 6th, 2015 submitted to the Town for consideration:

- 1) This approval is based on the revised Site Development Plans prepared by Frankel Benayoun Architects dated January 6th, 2015. Any substantial changes requested after the PZB approval requires a separate approval from staff / Planning and Zoning Board, as specified in the Code. Upon re-approval by the Town, the previous December 2014 PZB will become null and void.
- 2) Coordinate with the Miami-Dade County School Board staff through the Town's Building Department staff to address any public school concurrency deficiencies at public schools that serve the Town. If mitigation is required, an agreement / mitigation must be finalized prior to the issuance of building permits.
- 3) This approval is subject to the Town Council granting the developer / property owner the ability to allocate 12 additional TDR dwelling units to the site from either the Town or private property owners. If the number of DU requested is not approved by the Town the development approval shall be deemed null and void and must be re-designed. The previous TDR approval was for 16 TDR units. The Town Council has already approved the acquisition of seven (7) privately owned TDR units and nine (9) public TDR units. MMPA believes the public TDR unit acquisition has not been completed as yet; therefore; based on the revised density, the Town should only agree to convey five (5) TDR units, as the Town TDR system does not allow private property owners to "bank" excess TDR units, especially public TDR units
- 4) Prior to the issuance of building permits, a Unity of Title document acceptable to the Town Attorney needs to be finalized / recorded in the public records.
- 5) Section 23-24 requires the placement of required guest parking spaces in the front yard area, unless otherwise approved by the PZB. The guest parking spaces are shown under the building but easily accessible, and the PZB approved this in December 2014. The parking spaces are in the same location as previously approved; however, the orientation of the guest parking spaces has changed slightly. The PZB will need to decide if this acceptable.
- 6) Per Section 23-12(15)(e)(vii), PZB approval is required for an entrance canopy over the walkway leading to the street. The entrance canopy has not changed from the original approval (12/17/13); therefore, the original approval of the entrance canopy still applies.

- 7) Some of the balconies remain deeper than the Code allows. Per Section 23-12(15)(a)(vi), balconies in the front yard may encroach 4' into the setback with a maximum depth of 6'. The size of the balconies has not changed from the original approval (12/17/13); therefore, the original approval of the larger balconies still applies. However, approval of the summer kitchens on the balconies is required as part of the Town's revised Site Development Plan approval.

BAY HARBOR GARDENS

1170 93RD STREET , BAY HARBOR ISLANDS, FLORIDA 33154

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Furmanos, LLC / SobelCo

2385 NW EXECUTIVE CENTER DRIVE SUITE 440
BOCA RATON, Florida 33431
P H : (5 6 1) 9 9 4 3 4 3 4
F A X : (5 6 1) X X X X X X X

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
VARDUS A. FRANKEL LICENSE NO. AR0007123
FRANKEL BENAYOUN FISHMAN LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA
33154
PH: (305) 866.3655 FAX: (305) 866.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

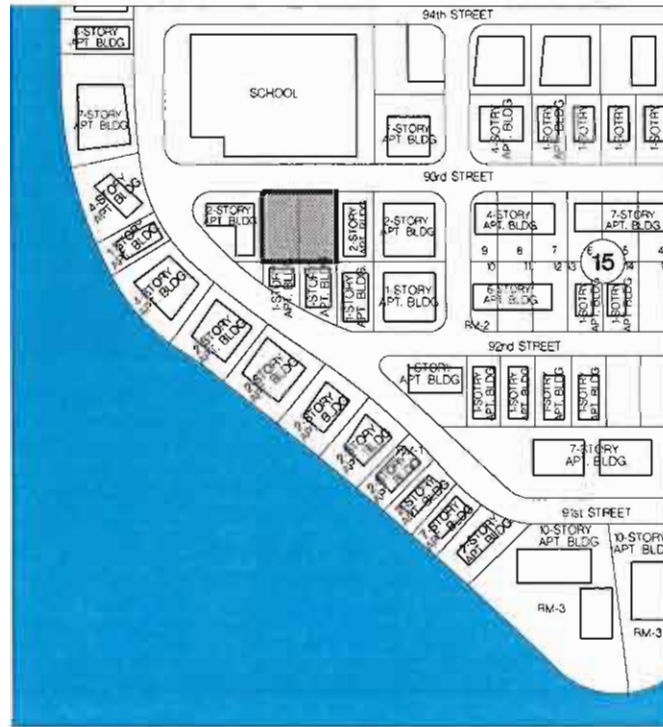
TRAFTECH ENGINEERING
8400 N University Dr
Tamarac, Florida 33321
P H : (X X X) X X X X X X X
F A X : (X X X) X X X X X X X

SAVINO MILLER DESIGN STUDIO
12345 N.E. 61st Avenue
North Miami, Florida 33161
P H : (3 0 5) 8 9 5 9 0 8 2
F A X : (3 0 5) 8 9 5 9 0 8 3

HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
P H : (9 5 4) 3 6 7 0 3 7 1
F A X : (3 0 5) 3 6 7 0 3 7 2



AERIAL MAP
SCALE: N.T.S.



NOTE: LAND DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE IS MEDIUM-HIGH DENSITY RESIDENTIAL.

LOCATION MAP
SCALE: N.T.S.

ARCHITECTURAL ANALYSIS

THE EXISTING SITES ARE VACANT. THERE ARE NO BUILDINGS ON THE SITE.

BUILDING
OCCUPANCY
RESIDENTIAL R2
TYPE OF
CONSTRUCTION
TYPE I-B

UNIT #	# OF UNITS	NSF PER UNIT	GSF PER UNIT	AREA	SF	# OF BD / # OF BA
1 LEVELS 3 -	5	1,316	1,402	1,010	SF	2 BD / 2 BA
2 LEVELS 3 -	5	1,545	1,614	8,010	SF	2 BD / 2 BA + DEN
3 LEVELS 3 -	5	1,458	1,546	1,130	SF	2 BD / 2 BA + DEN
4 LEVELS 3 -	5	1,532	1,634	8,110	SF	3 BD / 3 BA
5 LEVELS 3 -	5	1,741	1,819	9,095	SF	2 BD / 2 BA + DEN
6 LEVELS 3 -	5	1,682	1,776	8,880	SF	3 BD / 2 BA + DEN
TOTAL	30			48,955	SF	

ZONING SUMMARY

11.093rd STREET

	SF	ACRES	
LOT AREA	22,500	0.52	INCLUDES THE NORTHERN 11' TO BE VACATED

LEGAL DESCRIPTION

LOT 4, LESS THE NORTH 11.00 FEET THEREOF AND LOT 5, ALL IN BLOCK 11 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.
NOTE: THE OWNER WILL SEEK VACATION OF THE NORTHERN 11'

FLOOD ELEVATION

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 8.0' NGVD. MAP No. 94, PANEL No. 0144 L

CROWN OF THE ROAD 4.4 NGVD

ZONING CLASSIFICATION RM2 - MULTI FAMILY RESIDENTIAL DISTRICT

FUTURE LAND USE DESIGNATION MED-HIGH DENSITY RESIDENTIAL

FLR	ALLOWABLE	PROPOSED
DETERMINED BY THE SETBACKS	N/A	
MAXIMUM DENSITY		
34 UNITS PER NET ACRE	34	52
SETBACKS	REQUIRED	PROPOSED
	Buildings less than 30' in height: 20' feet	20'
	Buildings less than 45' in height: 25' feet	30'
	Buildings less than 65' in height: 30' feet	30'

PRINCIPAL FRONTAGE 93rd STREET.

SIDE SETBACK	Buildings less than 30' in height: 10' feet Buildings less than 45' in height: 21' feet	10' to 21'-8"
--------------	--	---------------

REAR SETBACK	Buildings less than 30' in height: 10' feet Buildings less than 45' in height: 21' feet	10' to 21'-8"
--------------	--	---------------

FLEX SETBACK "SIDES"	SIDE BUILDING LENGTH	ALLOWABLE (Feet)	PROPOSED (Feet)
MAXIMUM ALLOWED 1/3 OF LENGTH OF BUILDING	120'-0"	40'	39'-11"
REAR FLEX	130'-0"	43.3'	39'-5"
FRONT FLEX 93rd STREET	130'-0"	43.3'	39'-11"

MAXIMUM HEIGHT	ALLOWABLE	PROPOSED
MAXIMUM BUILDING HEIGHT	65' above BFE	65'-0" above BFE
GROUND LANDSCAPE AREA	REQUIRED	PROPOSED
20% OF LOT AREA MINIMUM	4,500 SF	4,151 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS	REQUIRED	PROPOSED
15% OF ROOF AREA MINIMUM	1,243 SF	1,445 SF = 11.4%

LOT COVERAGE	ALLOWABLE	PROPOSED
PERIMETER DETERMINED BY THE SETBACKS	DETERMINED BY SETBACKS	14,226 SF

BUILDING LENGTH N/A

BREEZEWAY

A BUILDING MAY EXCEED 120' FEET IN LENGTH IF BREEZEWAYS DIVIDE SUCH BUILDING. SUCH BREEZEWAYS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH, COMPLETELY THROUGH THE BUILDING, OF 20' FEET.

119'-11" BREEZEWAY NOT REQUIRED OR PROVIDED

PARKING SPACE REQUIREMENTS	REQUIRED	PROPOSED
RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & DROP-OFF AREA	60	64
2 GUEST PARKING SPACES		

TOTAL PARKING SPACES INCLUDING 2 GUEST SPACES & DROP-OFF AREA		65
---	--	----

**FRANKEL BENAYOUN
ARCHITECTS INC.**
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MADAME A. FRANKEL
LICENSE NO. AR00001143
JUAN BENAYOUN, ESQ.
LICENSE NO. AR00010723
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E-MAIL: INFO@FRANKELBENAYOUN.COM

SobelCo
2085 NW EXECUTIVE CENTER DRIVE
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HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 987-6371 (954) 987-6372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

savinomiller
ARCHITECTS
1117 BAY HARBOR ISLAND, FLORIDA 33414

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLAND, FLORIDA 33414

DATE

NO. **REVISION** **DATE** **BY**

DATE **SCALE** **DATE** **SCALE** **DATE** **SCALE**

SKETCH OF SURVEY

LEGEND:

CKD CHECKED BY
 CONC CONCRETE
 DWN DRAWN BY
 FB/PG FIELD BOOK AND PAGE
 SIR SET IRON ROD & CAP #6448
 SNC SET NAIL AND CAP #6448
 FIR FOUND IRON ROD
 FIP FOUND IRON PIPE
 FNC FOUND NAIL AND CAP
 FND FOUND NAIL & DISC
 P.B. PLAT BOOK
 M/D.C.R. MIAMI/DADE COUNTY RECORDS
 WPP WOOD POWER POLE
 -X- CHAIN LINK/ WOOD FENCE
 ELEV ELEVATION
 CBS CONCRETE BLOCK STRUCTURE
 -E- OVERHEAD UTILITY WIRES
 A/C AIR CONDITIONER
 4.34 ELEVATION

LEGAL DESCRIPTION:

LOT 4, LESS THE NORTH 11.00 FEET THEREOF AND LOT 5, ALL IN BLOCK 17 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

NOTES :

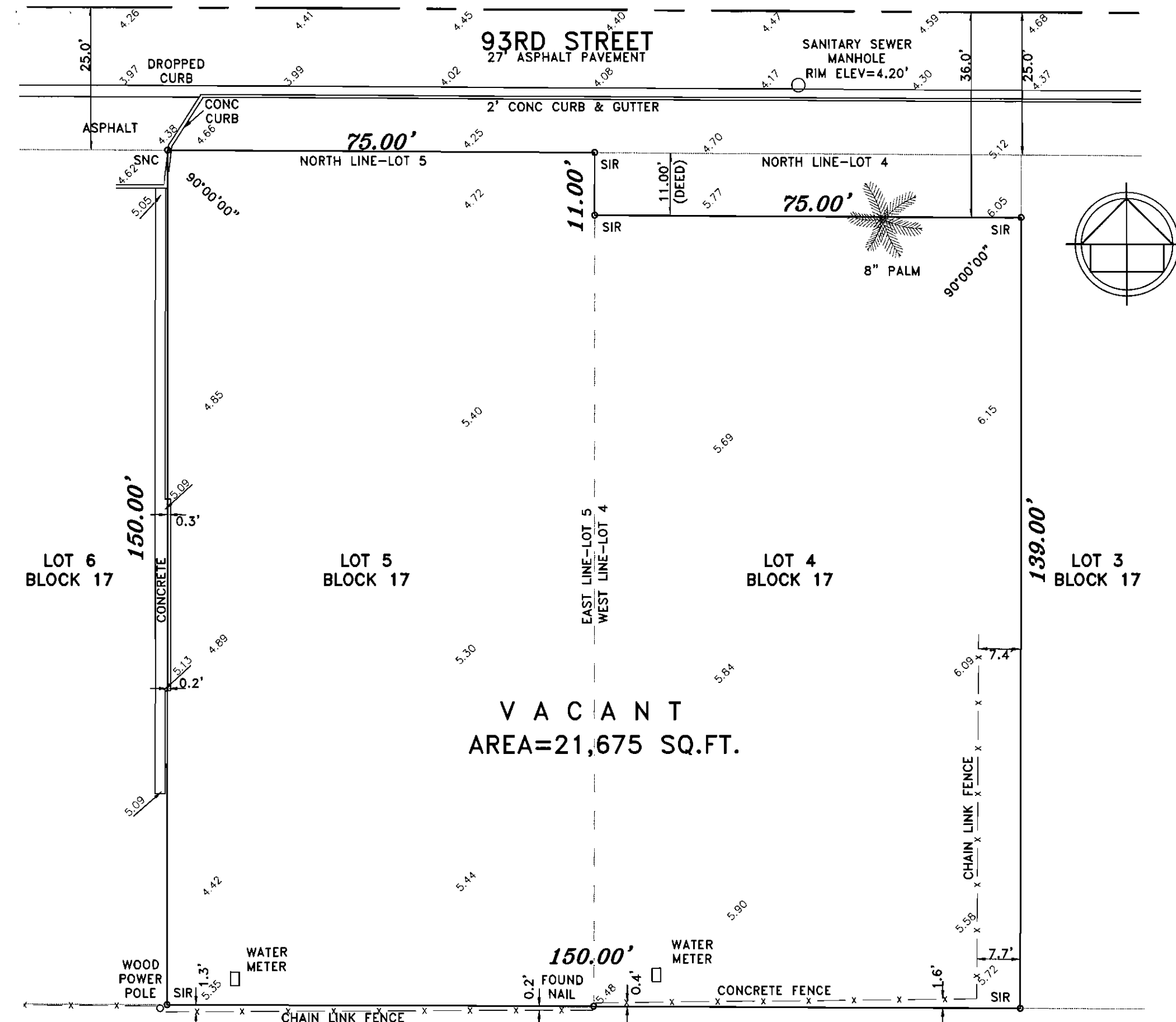
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK # R-243 ELEVATION=6.61'

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN FEBRUARY, 2013. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: -----

RICHARD E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4188

SURVEY DATE : 02/21/13



COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47th AVENUE, SUITE 1011

DAVIE, FLORIDA 33314

CERTIFICATE OF AUTHORIZATION : LB # 6448

PHONE (954)689-7766 FAX (954)689-7799

PROJECT NUMBER : 6975-13

CLIENT :

SIMJA ENTERPRISES

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENT SURVEY	02/21/13	SKETCH	AM	REC

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120637
PANEL NUMBER	0144 L
ZONE	AE
BASE FLOOD ELEVATION	8
EFFECTIVE DATE	09/11/09

PROPERTY ADDRESS :
 93RD STREET / VACANT

SCALE: 1"= 20'

SHEET 1 OF 1



FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-001494
MARILYN A. FRANKEL
LICENSE NO. AR000143
FRANK BENAYOUN
LICENSE NO. AR0017272

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OWNER / DEVELOPER
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BOCA RATON, FLORIDA 33431

DAY ENG
HE HOLLAND ENGINEERING INC
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954)347-0371 (954)347-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
savinomiller
landscape architecture

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
CONTEXT PHOTOS

SCALE 1/8" = 1'-0" DATE JANUARY 5, 2015
SHEET NUMBER
A-0.01
P&Z SUBMITTAL



SUBJECT SITE & NEIGHBOR'S PROPERTIES



AERIAL VIEW FROM SOUTHWEST



AERIAL VIEW FROM NORTHEAST

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MURRIS A. FRANKEL
LICENSE NO. AR0007145
FRANK BENAYOUN FOSHMAN
LICENSE NO. AR0007233
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E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo
2308 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA. ENG.

HOLLAND ENGINEERING INC.
civil engineers

3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954)367-6371 (954)367-9373 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

LANDSCAPE ARCH.

savinomiller
landscape architects

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

AERIAL VIEWS

SCALE 1/8" = 1'-0"

DATE JANUARY 5, 2016

SHEET NUMBER

A-0.02

P&Z SUBMITTAL

15/02/16 3:11 PM



PERSPECTIVE VIEW FROM NORTHWEST

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-COC1496

MARION A. FRANKEL
LICENSE NO. ARCH001413
FRANKEL BENAYOUN ESQ.
LICENSE NO. ARCH012293

1177 KANE CONOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33434
PH: (305) 868 3855 FAX: (305) 877 3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

2595 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CIVIL ENGINEER

HOLLAND ENGINEERING INC.
Civil Engineers

3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 987-0371 • (954) 987-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

savinomiller
LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33434

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

**PERSPECTIVE
VIEW**

SCALE 1/8" = 1'-0" DATE JANUARY 5 2015

SHEET NUMBER

A-0.03

NOT SCALE



ROOFTOP VIEW

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARVEL A. FRANKEL
LICENSE NO. AA-C001494
JAMES BENAYOUN
LICENSE NO. AA-C001494

1177 KAY CANCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 988-3880 FAX: (305) 988-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

2065 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA ENG

HOLLAND ENGINEERING INC
Civil Engineers

3906 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(844) 367-0371 (944) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

savinomiller

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

NO.	REVISION	DATE	BY

Drawn BY

ROOFTOP VIEW

SCALE: 1" = 10' DATE: JANUARY 5, 2015

SHEET NO.

A-0.04

PLZ SUBMITTAL

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001424
MARBUS A. FRANKEL
LICENSE NO. AA-C001423
FRANK BENAYOUN
LICENSE NO. AA-C001423
1177 KANY CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3650 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER/DEVELOPER
SobelCo
2385 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA. ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954)367-0371, (954)367-0372 fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
savinomiller
LANDSCAPE ARCHITECTS
1177 KANY CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
(305) 868-3650

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

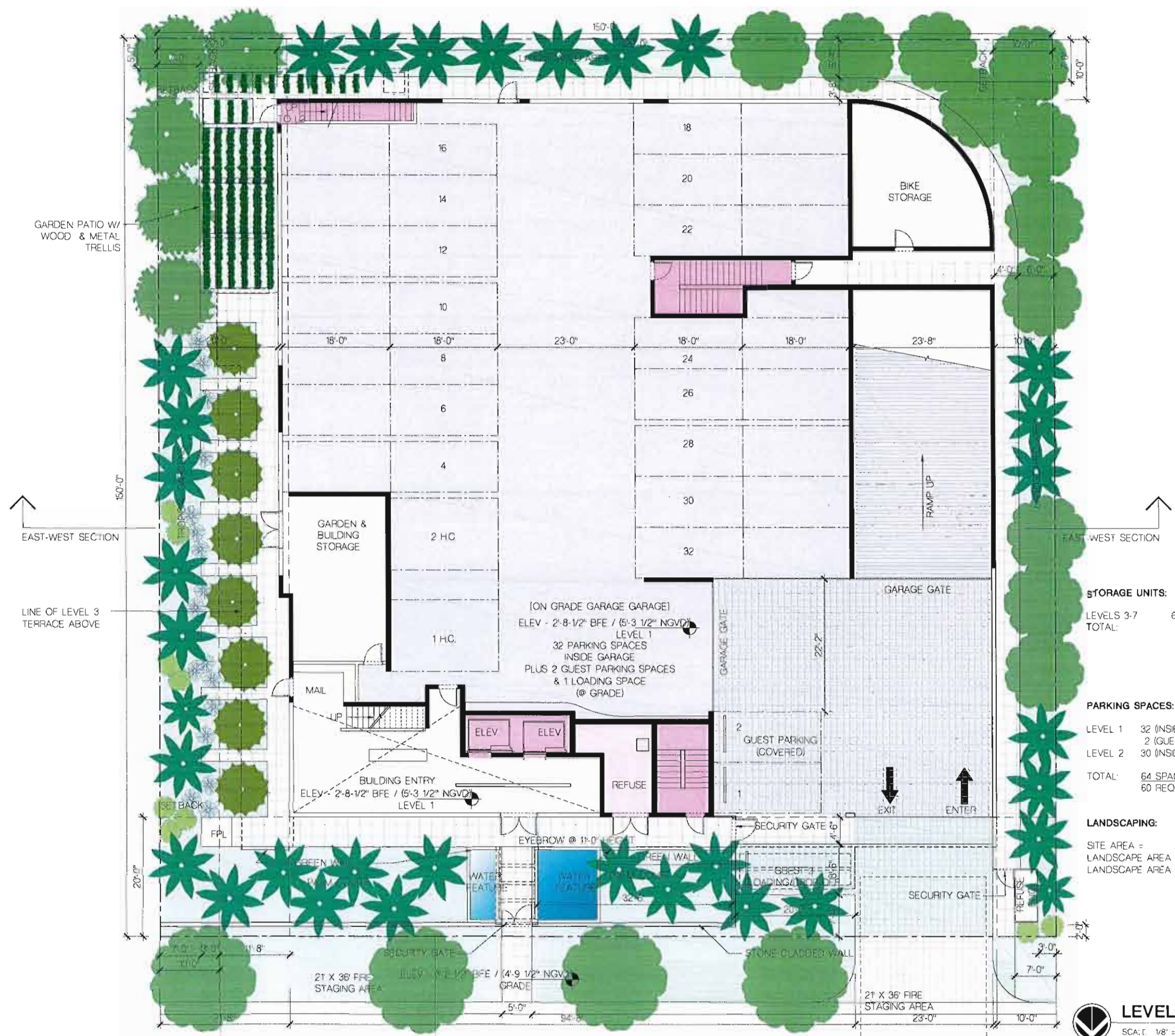
STORAGE UNITS:
LEVELS 3-7 6/FLOOR = 30 UNITS
TOTAL: 30 UNITS PROVIDED
(30 REQUIRED)

PARKING SPACES:
LEVEL 1 32 (INSIDE GARAGE)
2 (GUEST SPACES)
LEVEL 2 30 (INSIDE GARAGE)
TOTAL: 64 SPACES (+1 LOADING)
60 REQUIRED

LANDSCAPING:
SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED (20%) = 4,500 SF
LANDSCAPE AREA PROVIDED (21%) = 4,715 SF

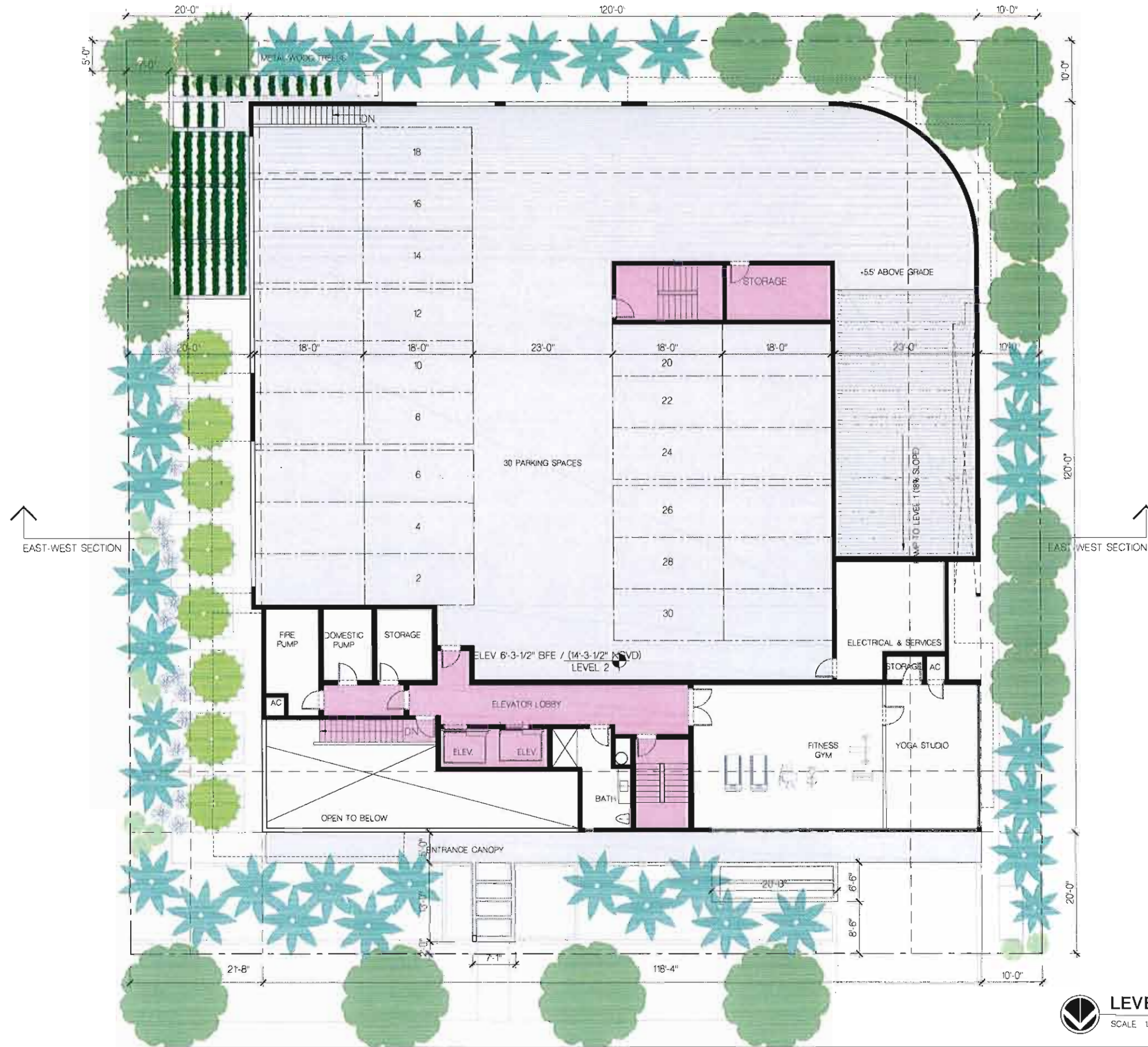


LEVEL 1 FLOOR PLAN
SCALE: 1/8" = 1'-0"
DATE: JANUARY 5, 2015
SHEET NUMBER: A-1.01
P&Z SUBMITTAL



1/5/2015 12:58 PM

1/5/2015 2:58 PM



LEVEL 2 FLOOR PLAN

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AK-001494
MARKUS A. FRANKEL
LICENSE NO. AK0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AK0019273
1127 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3655 FAX: (305) 868-3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

2866 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

DATE

HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 387-0371 (888) 387-0371 FAX
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

savinomiller

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.

REVISION

DATE

BY

DRAWING TITLE

**LEVEL 2
FLOOR PLAN**

SCALE

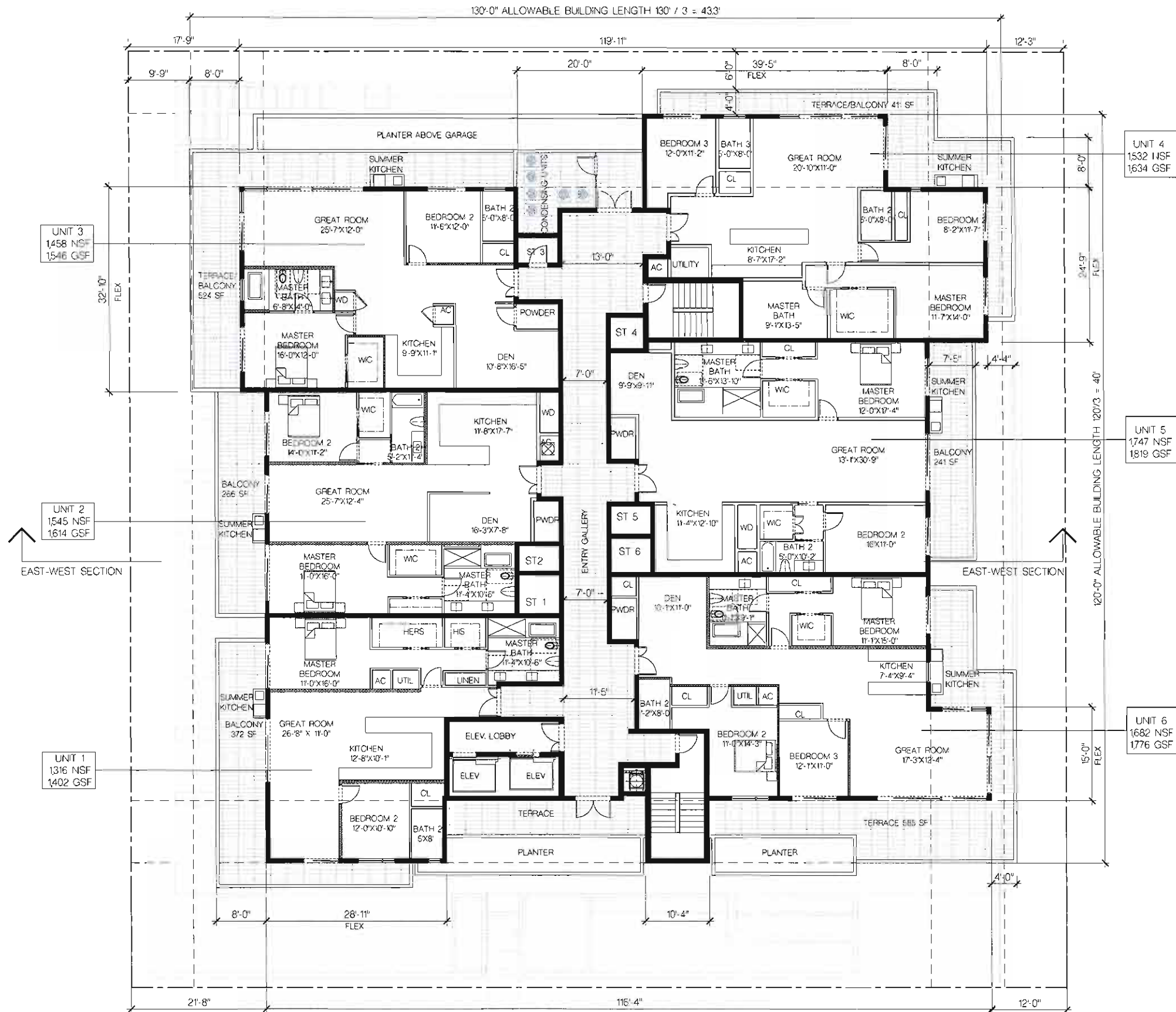
DATE

JANUARY 5, 2015

SHEET NUMBER

A-1.02

P&Z SUBMITTAL



FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
NARRIS A. FRANKEL
LICENSE NO. AR0001143
PHILIP BENAYOUN INTERIOR
LICENSE NO. AR0001323
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
256 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA. ENG.
HOLLAND ENGINEERING INC
c.e. engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
savinomiller
LANDSCAPE ARCHITECTS
11000 W. BAYHURST AVENUE, SUITE 200
BOCA RATON, FLORIDA 33433

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

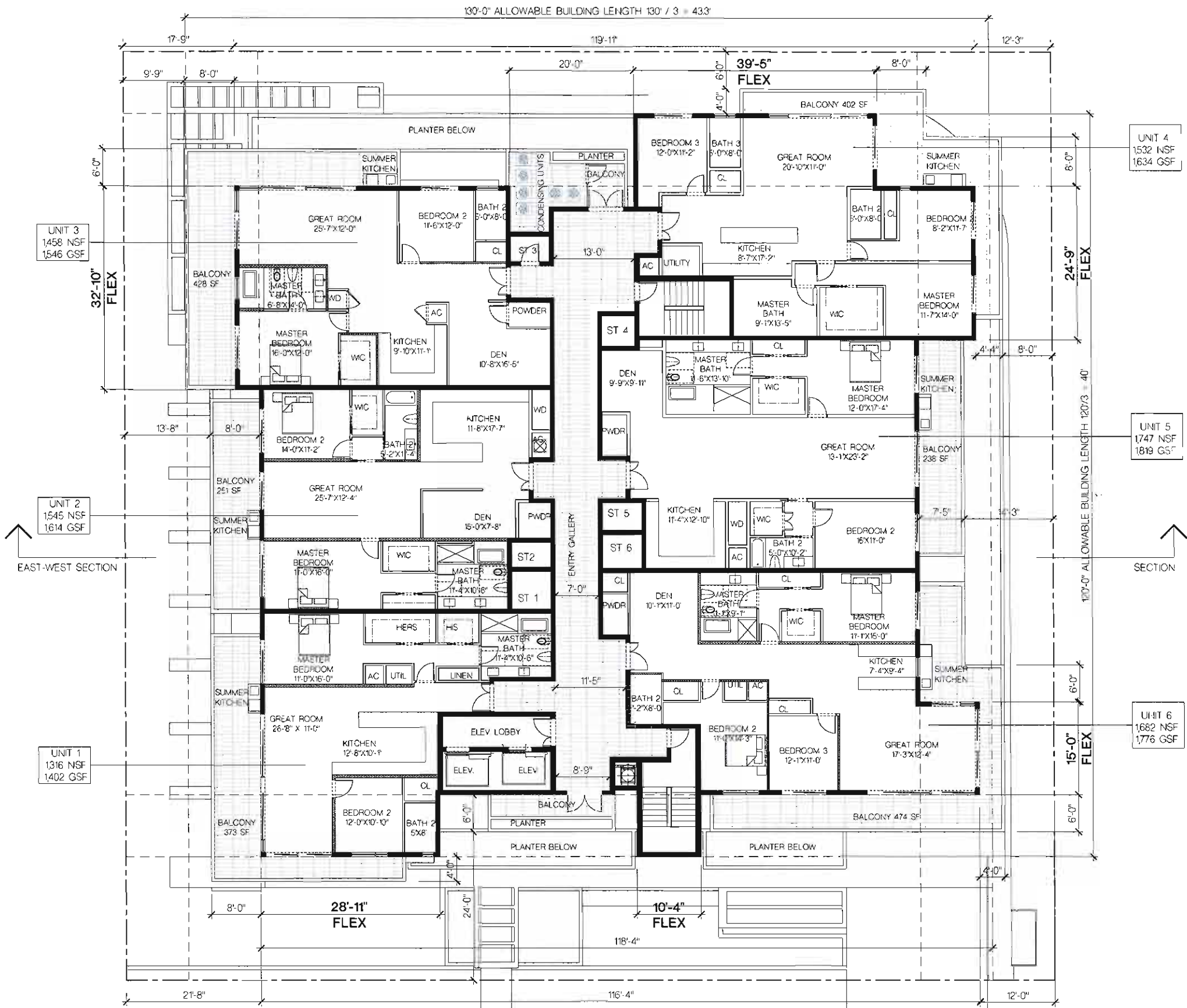
REVISIONS			
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE
DATE JANUARY 5, 2015
SHEET NUMBER
A-103
P&Z SUBMITTAL



LEVEL 3 FLOOR PLAN

SCALE 1/8" = 1'-0"



FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FL 33154
PH: (305) 868-3655 FAX (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

2086 MI EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA. ENG.

HOLLAND ENGINEERING INC
civil engineers

3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

LANDSCAPE ARCH.

savinomiller
DESIGN GROUP

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE			
DATE			
NO.	REVISION	DATE	BY

DRAWING TITLE

**LEVELS 4 - 7
FLOOR PLAN**

SCALE 1/8" = 1'-0"

SHEET NUMBER

A-104

P&Z SUBMITTAL



LEVELS 4 - 7 FLOOR PLAN

SCALE 1/8" = 1'-0"

1/5/2015 11:18 AM

OWNER / DEVELOPER
SobelCo
2385 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431


HOLLAND ENGINEERING INC.
Civil Engineers
 3900 HOLLYWOOD BOULEVARD
 HOLLYWOOD, FL - 33021
 (954)367-0371 (954)367-0372 Fa.
 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCHITECT

savino miller

TOTAL ROOF DECK AREA = 8,290 S.F.

LANDSCAPE AREA REQUIRED = 15% OF ROOF AREA
= 1,243 S.F.

LANDSCAPE AREA PROVIDED = 17.4% OF ROOF AREA
= 1,445 S.F.

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

[illegible]

DRAWING TITLE
**ROOF LEVEL
FLOOR PLAN**

SCALE _____ DATE **JANUARY 5, 2015**

SHEET NUMBER
A-1.05

P&Z SUBMITTAL

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

2385 NW EXECUTIVE CENTER DRIVE
OCA RATON, FLORIDA 33431

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)267-0371, (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831



savinomiller

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO	REVISION	DATE	BY

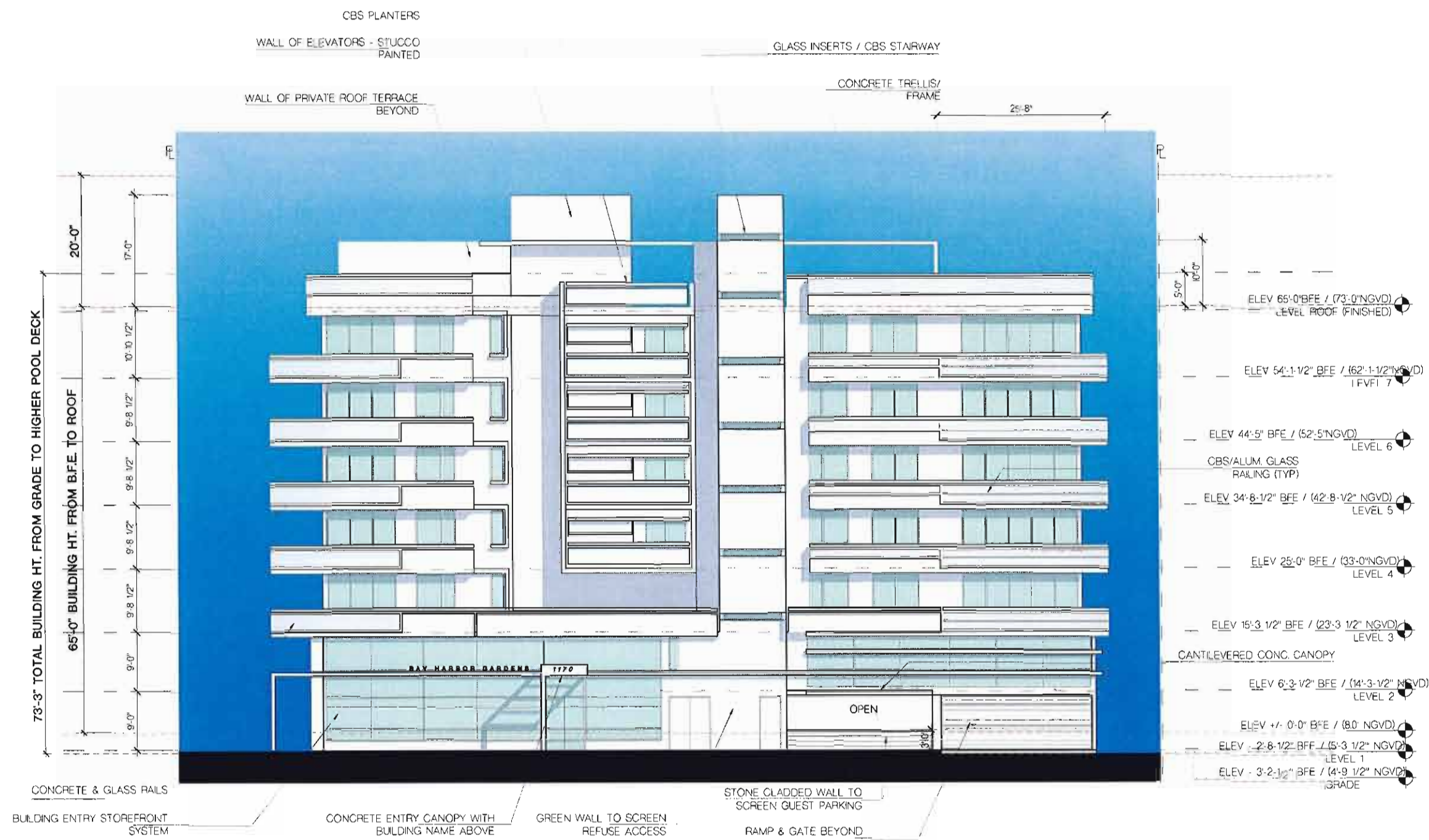
SCALE _____ DATE JANUARY 5 2015

P&Z SUBMITTAL



SCALE 1/8" = 1'-0"

NY 611 9102/5N



FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JULIA BENAYOUN-TISHMAN
LICENSE NO. AR0017273
1179 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
2385 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

ONLINE
HOLLAND ENGINEERING INC.
Civil Engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(813) 367-6271 • (813) 367-6272 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

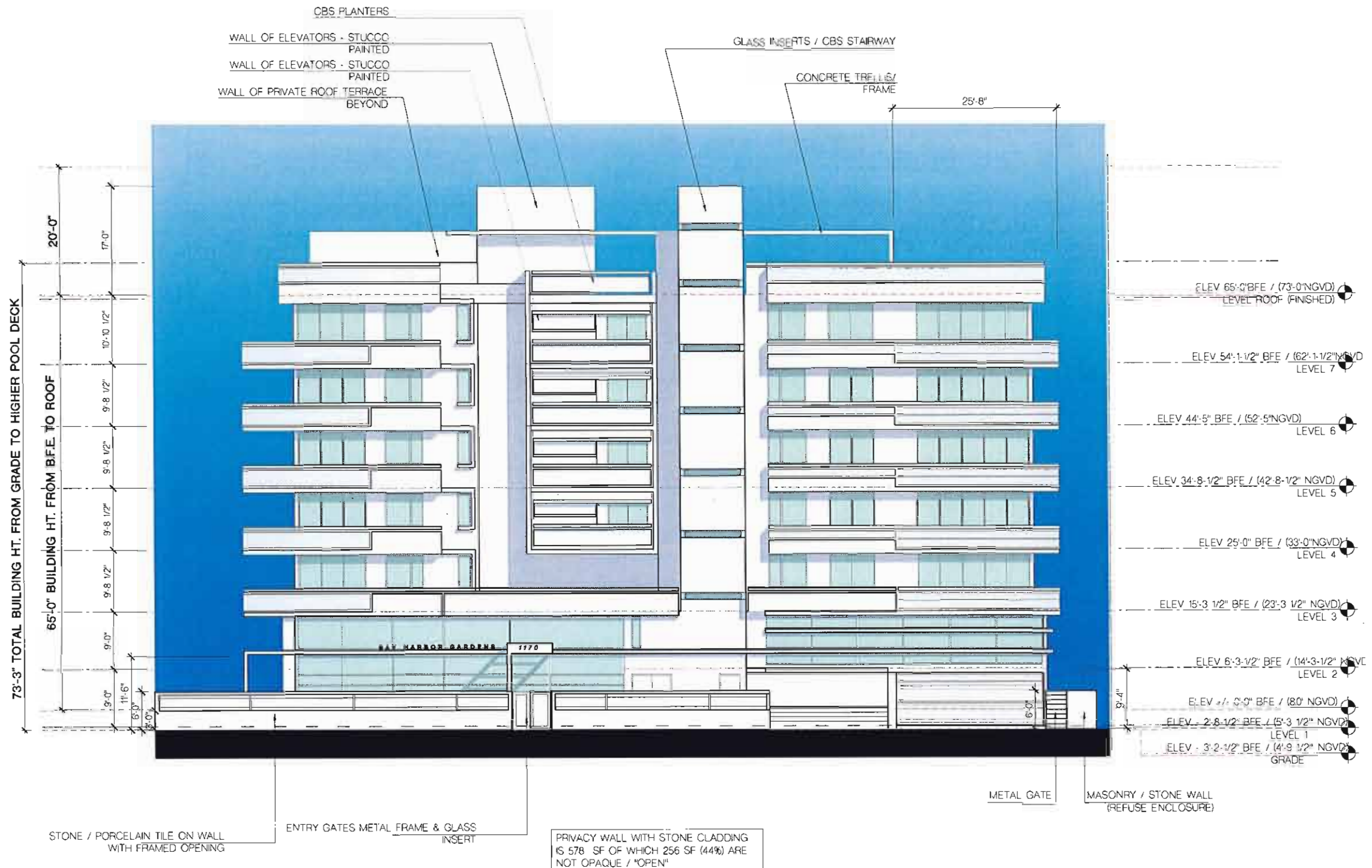
LANDSCAPE ARCH.
savinomiller
Landscape Architecture

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE			
DATE			
NO.	REVISION	DATE	BY

DRAWING TITLE
FRONT ELEVATION
SCALE DATE
1/8" = 1'-0" JANUARY 5, 2015
SHEET NUMBER
A-2.01
P&Z SUBMITTAL

NORTH ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION WITH WALLS
 SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC
 ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
 MARKUS A. FRANKEL
 LICENSE NO. AR0007143
 ITAI BENAYOUN, FISHMAN
 LICENSE NO. AR0017273

1127 KANE CONCOURSE, SUITE 120
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH: (305) 868-3665 FAX: (305) 868-3650
 E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

2585 NW EXECUTIVE CENTER DRIVE
 BOCA RATON, FLORIDA 33431

CHA. ENG.

HOLLAND ENGINEERING INC
 CIVIL ENGINEERS

3550 HOLLYWOOD BOULEVARD
 HOLLYWOOD, FL 33021
 (954) 367-0371 (954) 367-0372 Fax
 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCH.

savinomiller
 LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS
 NEW APARTMENT BUILDING
 1170 93RD STREET
 BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

FRONT ELEVATION

SCALE DATE
 JANUARY 5, 2015

SHEET NUMBER

A-2.01a

P&Z SUBMITTAL



WEST ELEVATION
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0001452
FRANK BENAYOUN, FLSA
LICENSE NO. AR0017223
1127 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3655 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
2385 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

DATE
HOLLAND ENGINEERING INC.
civil engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 / (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

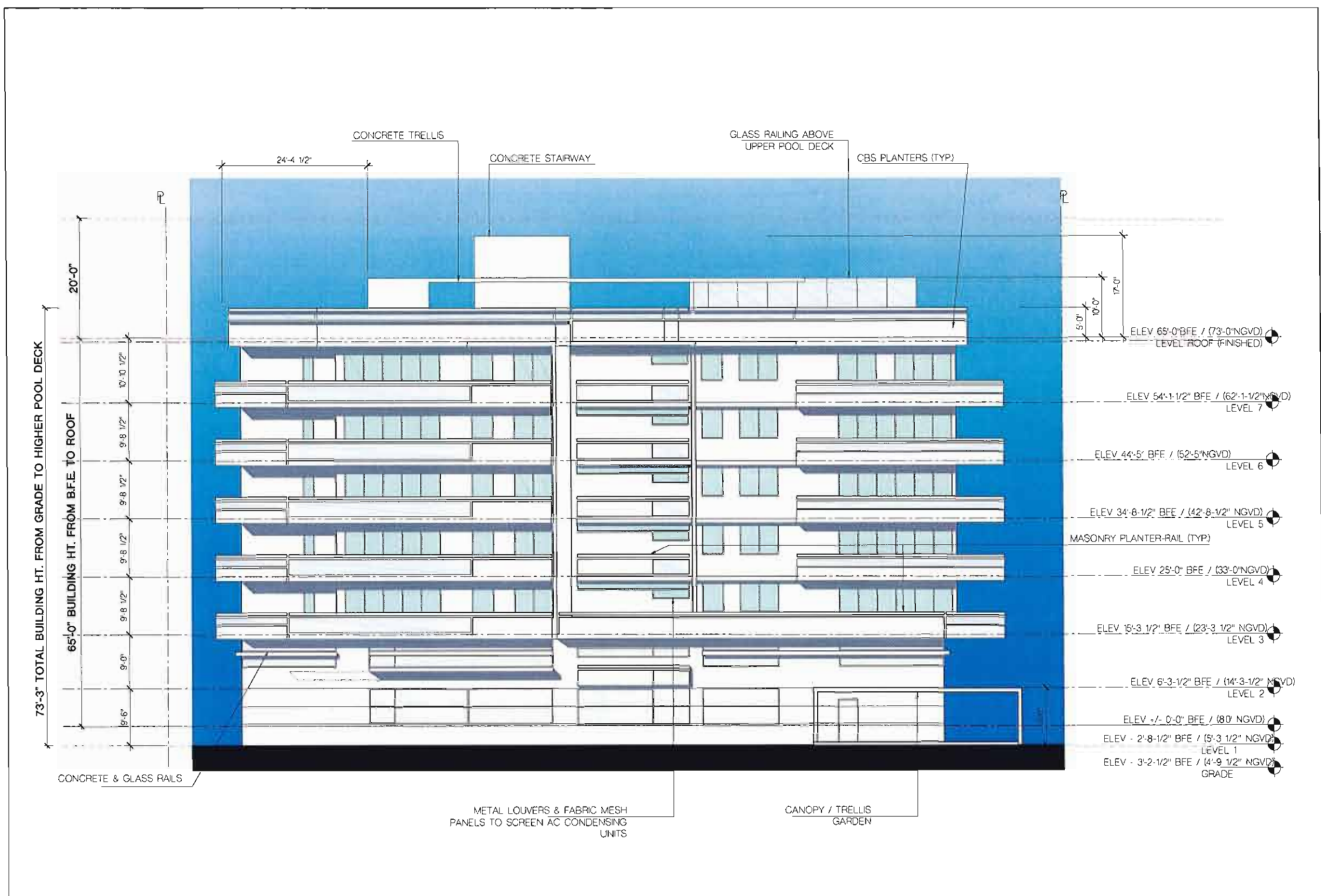
LANDSCAPE ARCH.
savinomiller
P E R S O N A L
L A N D S C A P E A R C H I T E C T S

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 3364

SIGNATURE			
DATE			
NO.	REVISION	DATE	BY

Drawn Title
WEST ELEVATION
SCALE DATE
JANUARY 5, 2015
SHEET NUMBER
A-2.02
P&Z SUBMITTAL

1/5/2015 11:19 AM



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
FRANKEL A. FRANKEL
LICENSE NO. AR0007143
FRANKEL BENAYOUN (FISMAN)
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH. (305) 868-3665 FAX (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
2365 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

ONL. ENG.
HE HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

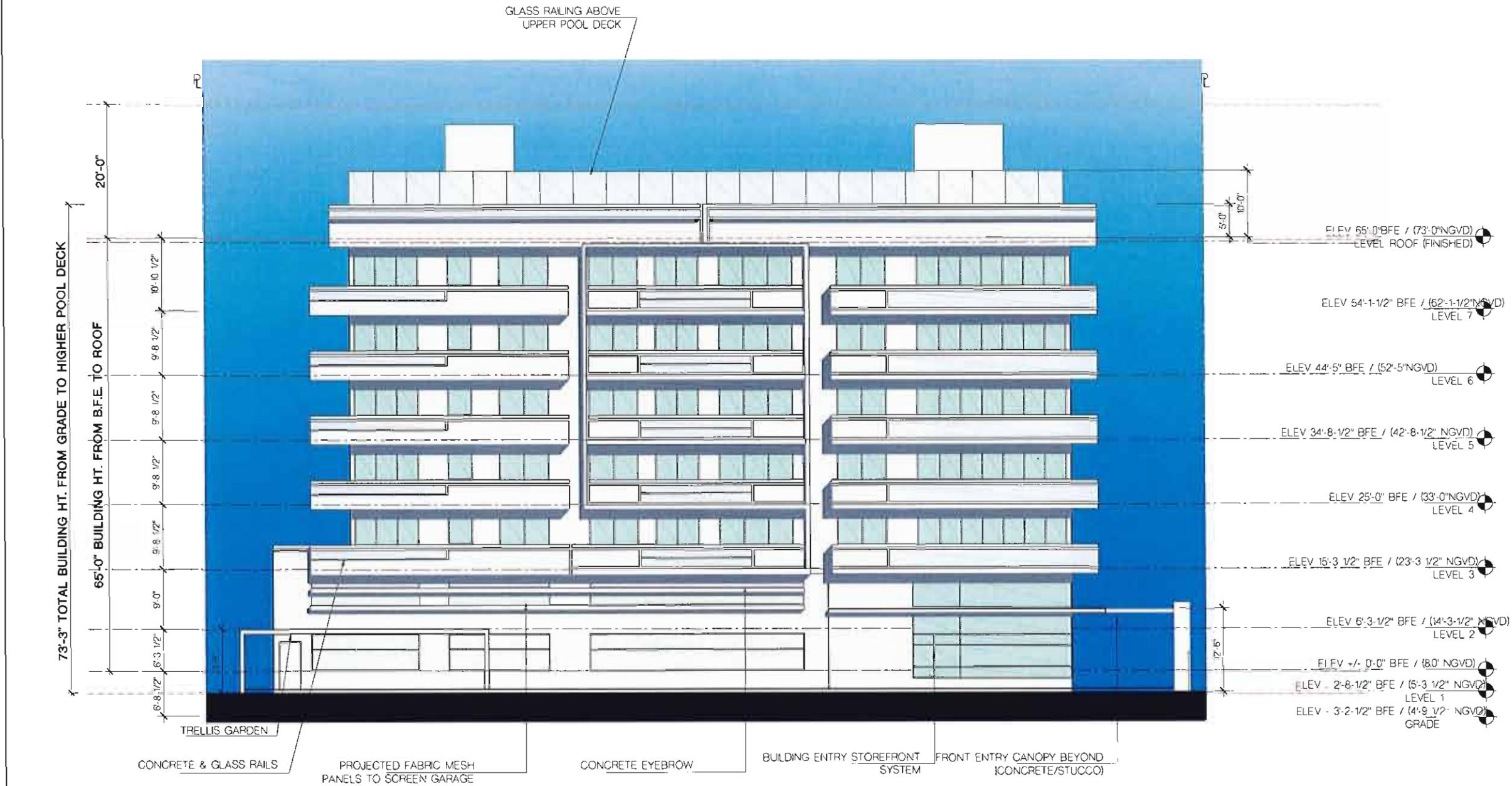
LANDSCAPE ARCH.
savinomiller
LANDSCAPE ARCHITECTS
1100 S.W. 15TH AVENUE, SUITE 200
MIAMI, FL 33135
(305) 371-1100

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE			
DATE			
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE DATE
SHEET NUMBER
A-2.03
P&Z SUBMITTAL

12/20/2015 11:19 AM



EAST ELEVATION

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-CDD1494

MARKUS A. FRANKEL
LICENSE NO. ARD001743

FRANKEL BENAYOUN
1177 KANE CONDOURSE SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 858 2665 FAX: (305) 888 3050
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

SobelCo

3961 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CHA ENG

HOLLAND ENGINEERING INC.
civil engineers

3600 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 / (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

savinomiller
LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS

NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

**SOUTH
ELEVATION**

SCALE

DATE JANUARY 5, 2015

SHEET NUMBER

A-2.04

P&Z SUBMITTAL



NORTH LANDSCAPE ELEVATION WITH WALLS
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS • INTERIORS • EXTERIORS • LANDSCAPE ARCHITECTS
10000 N. W. 44th Avenue
Miami, FL 33187
Tel: 305.444.1111
Fax: 305.444.1112
www.frankelbenayoun.com

SobelCo
Real Estate Services
10000 N. W. 44th Avenue
Miami, FL 33187

HE HILLIARD ENGINEERING INC.
10000 N. W. 44th Avenue
Miami, FL 33187
Tel: 305.444.1111
Fax: 305.444.1112
www.hilliard-engineering.com

savinomiller
ARCHITECTS

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
MIAMI BEACH, FL 33154

DATE: 10/1/14
BY: [Signature]
CHECKED: [Signature]
SCALE: 1/8" = 1'-0"

FRONT ELEVATION
A-2.05a

10/27/2016 3:50 PM



WEST LANDSCAPE ELEVATION

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
1001 N. W. 10TH AVE. SUITE 200
MIAMI, FL 33136
TEL: 305.571.1111
FAX: 305.571.1112
WWW.FRANKELBENAYOUN.COM

OWNER
SobelCo
200 N. BISCAYNE BLVD. SUITE 200
BOCA RATON, FLORIDA 33433

DESIGNER
HOLLAND ENGINEERING INC
1001 N. W. 10TH AVE. SUITE 200
MIAMI, FL 33136
TEL: 305.571.1111
FAX: 305.571.1112
WWW.HOLLANDENGINEERING.COM

LANDSCAPE ARCHITECT
savinomiller
LANDSCAPE ARCHITECTS
1001 N. W. 10TH AVE. SUITE 200
MIAMI, FL 33136
TEL: 305.571.1111
FAX: 305.571.1112
WWW.SAVINOMILLER.COM

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
DAVE HARTMAN GARDENS, FLORIDA 33154

DATE

NO. REVISION DATE BY

DRAWING TITLE
**WEST
ELEVATION**
SCALE 1/8" = 1'-0"
DATE PREPARED
A-2.06
BY: S. J. HARRIS

11/06/2014 2:02 PM



SOUTH LANDSCAPE ELEVATION

PCA 1/8" = 1'-0"

**FRANKEL BENAYOUN
ARCHITECTS INC**
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. WC-00017204
ADDRESS: 1000 N. MIAMI AVE.
SUITE 1000 MIAMI, FL 33136
TEL: 305.555.5555 FAX: 305.555.5555
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER/CLIENT
SobelCo
1000 N. MIAMI AVE. SUITE 1000
MIAMI, FL 33136

DATE
HOLLAND ENGINEERING INC
1000 N. MIAMI AVE. SUITE 1000
MIAMI, FL 33136
REGISTERED PROFESSIONAL ENGINEER
SUSAN C. HOLLAND, P.E.
Reg. No. 41831

DATE
savinomiller
1000 N. MIAMI AVE. SUITE 1000
MIAMI, FL 33136

**BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
DAY HARBOR FLORIDA, FLORIDA 3354**

DATE
NO. REV. DATE BY

DATE
**SOUTH
ELEVATION**
SCALE 1/8" = 1'-0"
DATE 11/06/2014
A-2.07
JAC. H. S. H. 1/24



FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
1 CE/ISE NO. AA-000494
MIDNIGHT 2 1/2 HOURS
L.P. 05/33 NO. AR0007142
L.P. 05/33 NO. AR0007142
L.P. 05/33 NO. AR0007142
1177 KINE CONSULTANT SUITE 120
BAY HARBOR 1170 93RD ST. SUITE 120
FL 33009 33009 33009 33009
P. (305) 858 3645 FAX (305) 858 3645
E. MAIL INFO@FRANKELBENAYOUN.COM

OWNER: SOBELCO
SobelCo
2880 NW EXHIBIT 14 WYER DR
BOCA RATON, FLORIDA 33433

06. ENR
HOLLAND ENGINEERING INC.
ENR 41833
2900 N. G. LINDEN BLVD.
SUITE 200
BOCA RATON, FL 33433
SUSAN C. HOLLAND, PE
Reg. no. 41833

ARCHITECT: **savinomiller**
ARCHITECTS

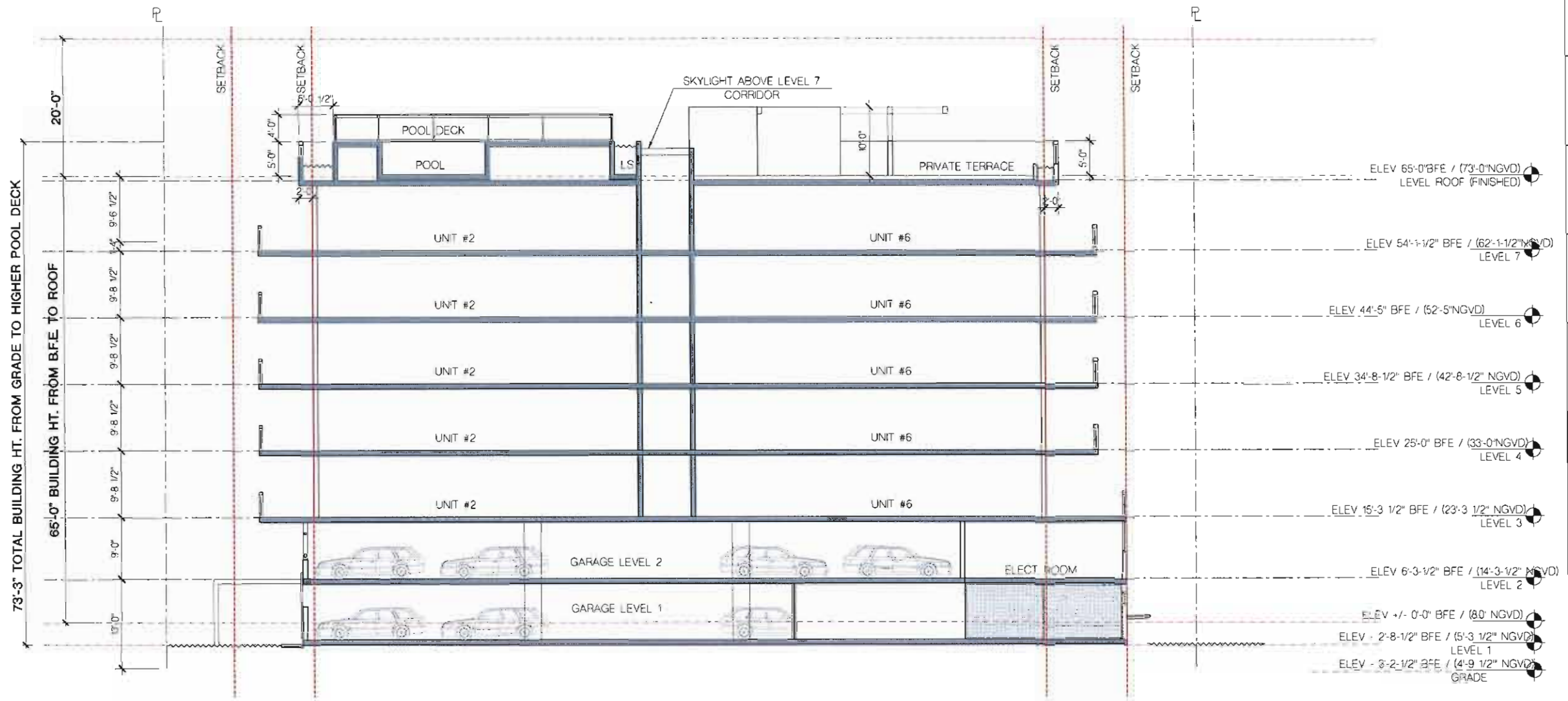
BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR GARDENS, FLORIDA 33009

NO. 1170 93RD STREET
DATE: 11/11/2014

DRAWN BY: J.E.
EAST ELEVATION
SCALE: 1/8" = 1'-0"
DATE: NOVEMBER 12, 2014
ELEVATION: **A-2.08**
SHEET NO. 12 OF 12

EAST LANDSCAPE ELEVATION

PCA 1/8" = 1'-0"



EAST-WEST SECTION (LOOKING SOUTH)

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
NABHUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN
LICENSE NO. AR0017225
1177 MAHE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH (305) 888-3695 FAX (305) 888-3650
E-MAIL INFO@FRANKELBENAYOUN.COM

SobelCo
2386 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

HOLLAND ENGINEERING INC
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954)387-0371 (954)387-0372 Fax
SUSAN C. HOLLAND, PE
Reg no 41831

savinomiller
LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE			
DATE			
NO.	REVISION	DATE	BY

BUILDING SECTION

SCALE DATE JANUARY 5, 2015

SHEET NUMBER **A-3.01**

P&Z SPATIAL

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS C. FRANKEL
LICENSE NO. AR00001443
FRANK BENAYOUN
LICENSE NO. AR00012315
1172 KALE CONCOURSE SUITE 120
BAY HARBOR GARDENS, FLORIDA 33154
PH. (305) 417-1200 FAX (305) 417-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
208 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

DATE
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854) 967-0371 (854) 967-0372 fax
SUSAN C. HOLLAND, PE
Reg. no. 41831



BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR BEACH, FLORIDA 33154

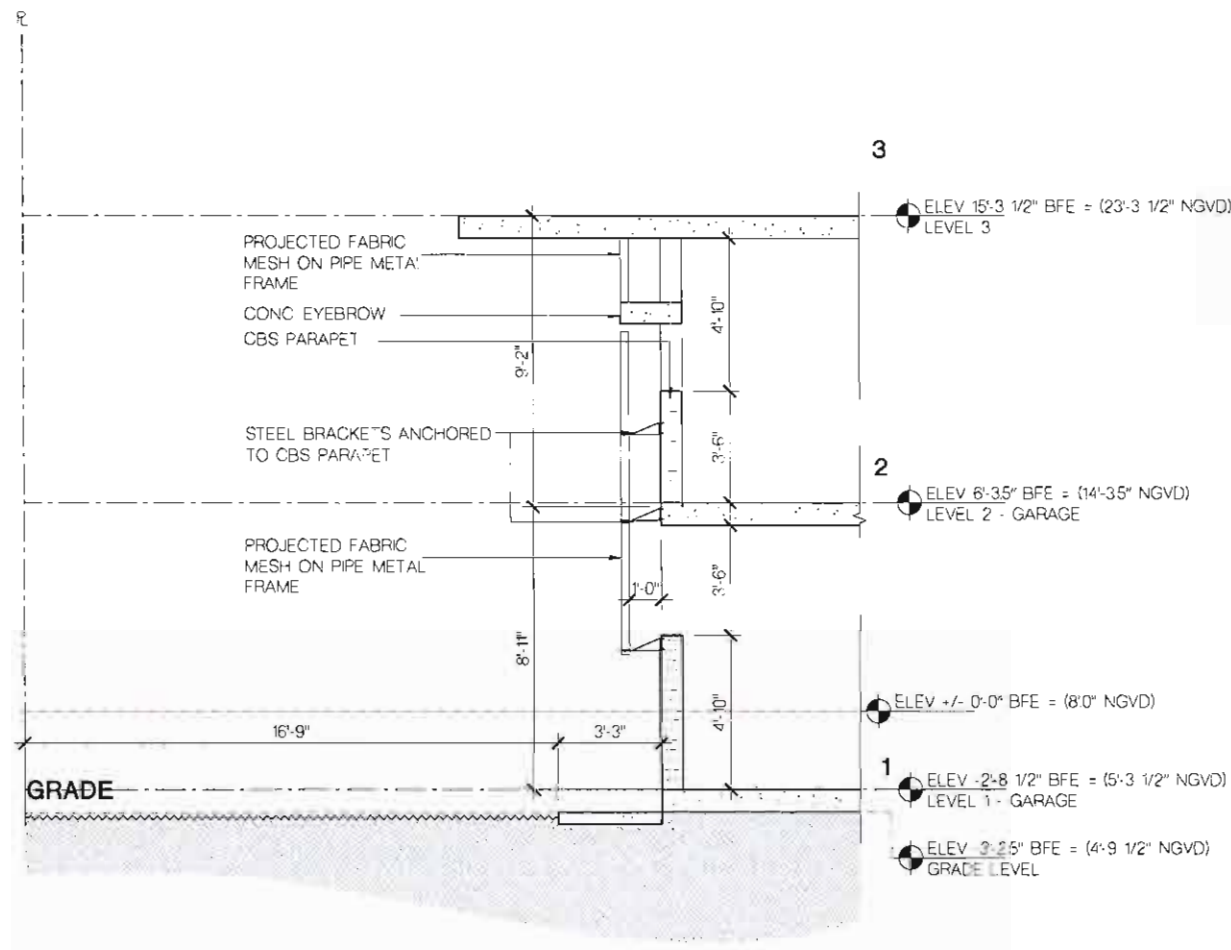
DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
BUILDING SECTION

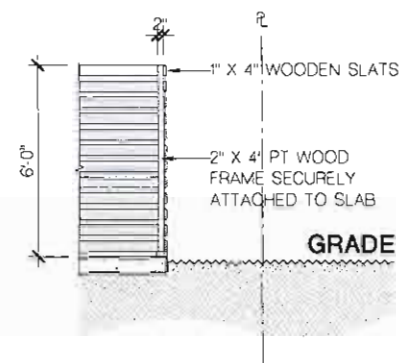
SCALE DATE
JANUARY 5, 2016

SHEET NUMBER
A-3.02



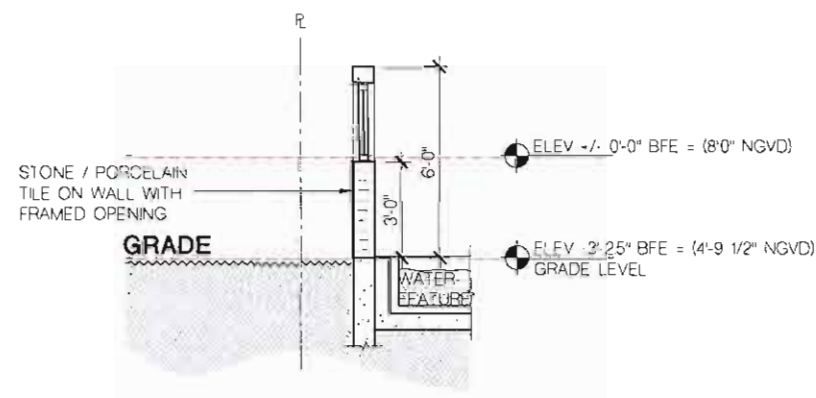
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SCALE: 1/8" = 1'-0"



SECTION THROUGH DUMPSTER ENCLOSURE

SCALE: 1/8" = 1'-0"



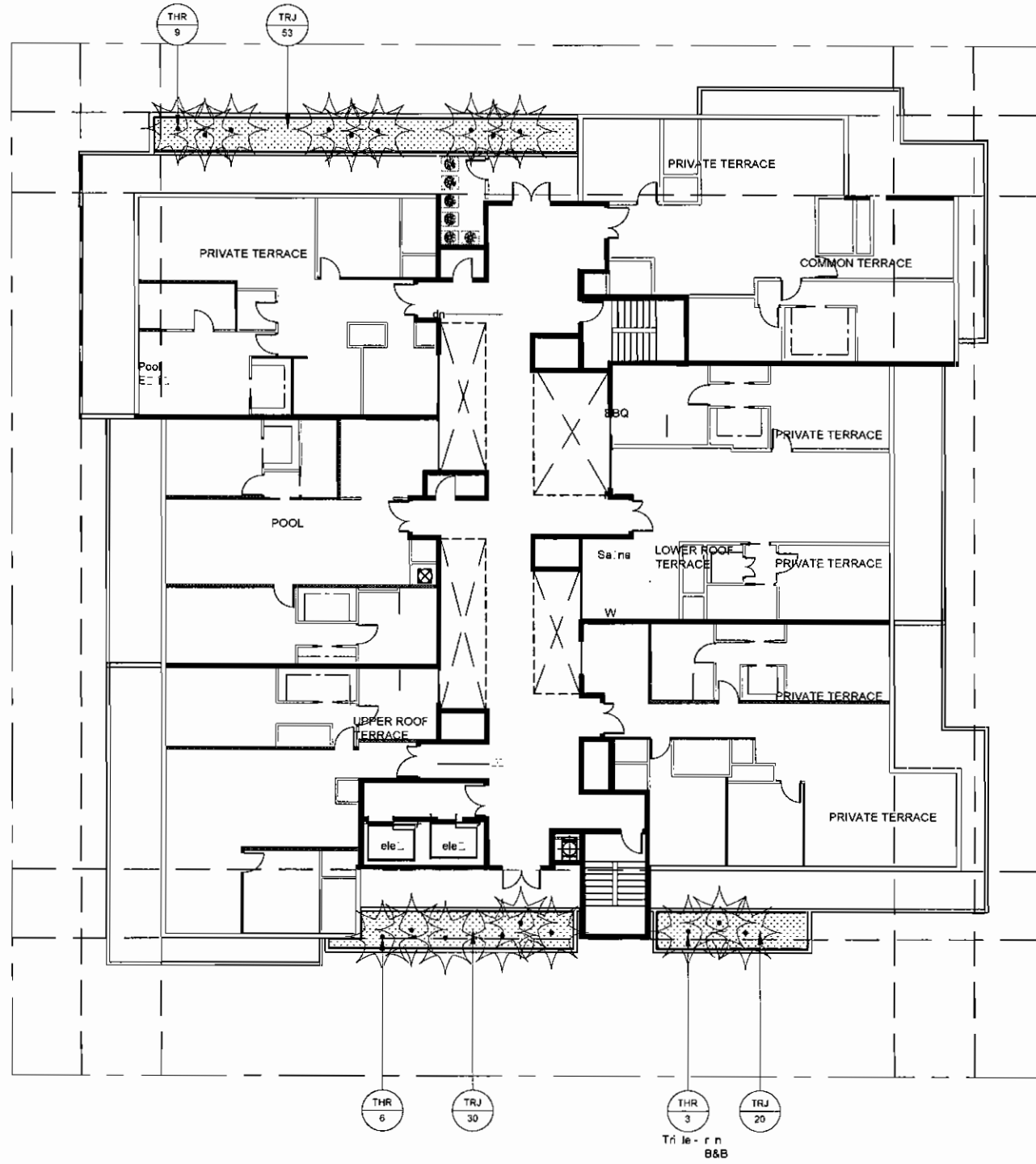
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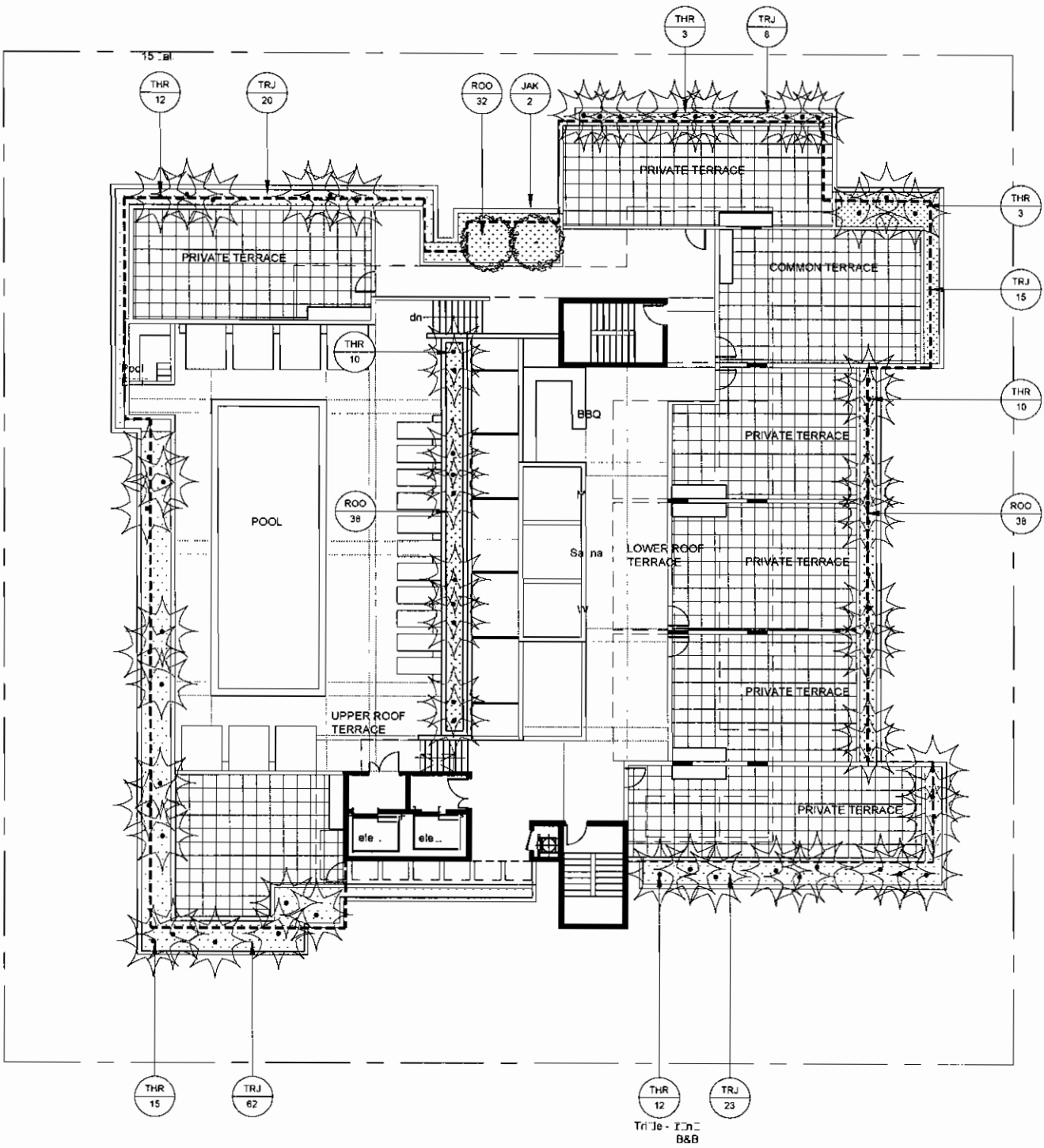
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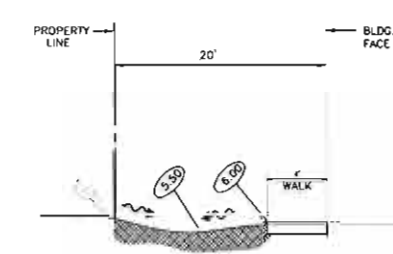
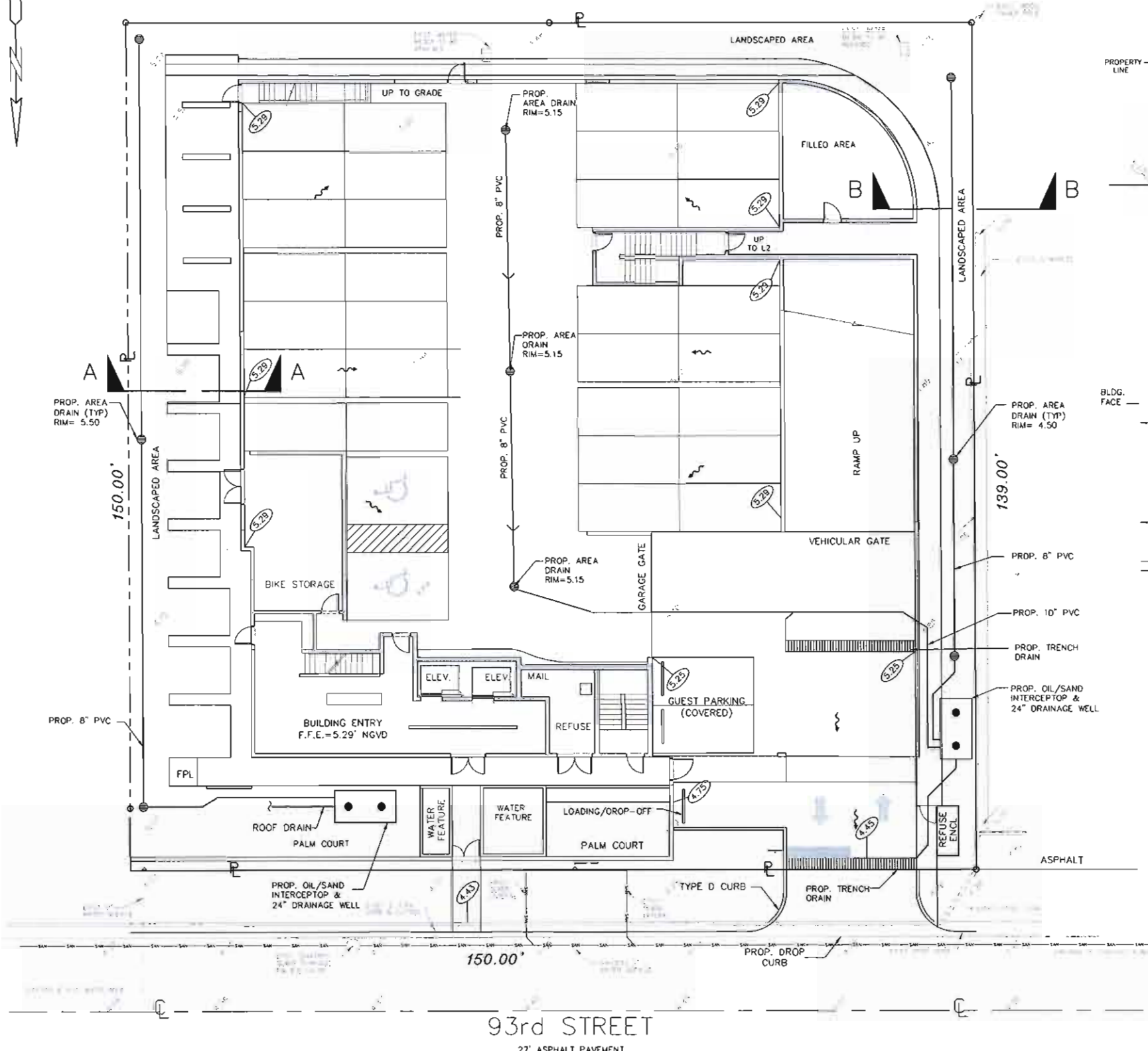
PLANT SCHEDULE						
KEY	QTY.	NATIVE	BOTANICAL/COMMON NAME	SIZE	DROUGHT TOLERANCE	
TREES						
ARB	3	Native	Artocarpus heterophyllus Lakshmi	6-7' H, 4-6" Sp., Full to Ground, 15 gal	Tolerant	
BUS	3	Native	Bursera simaruba Gamboge	18-20' H, 1.9-10" Sp., 6-6.5' 4" Cal.	Tolerant	
CAW	1	Native	Cordia alliodora Cinnamon Tree	6-7' H, 4-5" Sp., 25 gal	Tolerant	
COU	5	Native	Cassipouira velutina Bourgas	16-20' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
DOD	1	Native	Dioscorea cymulosa Pineapple Plant	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
COE	1	Native	Coccoloba americana Green Subshrub	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
COU	1	Non-Native	Coccoloba americana Green Subshrub	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
FLR	1	Native	Ficus religiosa Sacred Fig	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
FLC	4	Native	Ficus religiosa Sacred Fig	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
ILC	1	Native	Illicium verum Star Anise	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
JAK	2	Native	Jatropha gossypifolia Poinsettia	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
MAF	7	Native	Melastoma affine Lemonwood	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
MEC	1	Native	Melastoma affine Lemonwood	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
TES	1	Native	Tecoma stans Yellow Bell	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
TREE	4	Native	Tecoma stans Yellow Bell	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
OLV	3	Native	Oliveria indica Lemonwood	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
PAVING						
ACW	16	Native	Acacia saligna Black Wattle	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
CAW	32	Non-Native	Cordia alliodora Cinnamon Tree	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
COU	8	Non-Native	Coccoloba americana Green Subshrub	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
DIC	14	Non-Native	Dioscorea cymulosa Pineapple Plant	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
FCE	9	Native	Ficus religiosa Sacred Fig	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
SAP	12	Native	Sapota indica Sapota	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
THR	63	Native	Thespesia populifolia Peach Palm	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
VEU	6	Non-Native	Veitchia munda Veitchia	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
ACCENT PLANTS						
MAU	2	Non-Native	Mauia indica Mauia	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
MYA	1	Non-Native	Myrica indica Myrica	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
SHRUBS						
CAC	16	Native	Capparis indica Capparis	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
CHL	3	Native	Chlorophytum indica Chlorophytum	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
CLD	20	Native	Clusia indica Clusia	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
MAP	52	Native	Maple indica Maple	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
COU	30	Non-Native	Coccoloba americana Green Subshrub	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
MEC	80	Native	Melastoma affine Lemonwood	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
PHS	60	Non-Native	Phoradendron indica Phoradendron	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
FSH	60	Native	Ficus religiosa Sacred Fig	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
SRP	22	Native	Sorbus indica Sorbus	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
SPB	10	Native	Sporobolus indica Sporobolus	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
THD	3	Native	Thunbergia indica Thunbergia	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
TAI	12	Native	Taraxacum indica Taraxacum	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
GROUNDCOVERS						
PEO	300	Native	Peperomia indica Peperomia	12-18" H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
MEB	200	Native	Melastoma indica Melastoma	12-18" H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
MYB	240	Non-Native	Myrica indica Myrica	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Non-Tolerant	
ROD	150	Non-Native	Rododendron indica Rododendron	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	
VINES						
ITU	201	Non-Native	Itura indica Itura	10-12' H, 1.0-12" Sp., 6-6.5' 4" Cal., Multi-trunk, 25-30' H, 2-3" Cal., 2' CT	Tolerant	

LANDSCAPE LEGEND							
Symbol	Legend	Symbol	Legend	Symbol	Legend	Symbol	Legend
OPEN SPACE	OPEN SPACE	OPEN SPACE	OPEN SPACE	OPEN SPACE	OPEN SPACE	OPEN SPACE	OPEN SPACE
1	1	2	2	3	3	4	4
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9	9	10	10	11	11	12	12
13	13	14	14	15	15	16	16
17	17	18	18	19	19	20	20
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25	25	26	26	27	27	28	28
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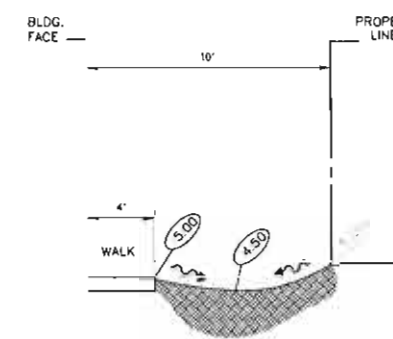








SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



LOCATION MAP
NOT TO SCALE

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

- NOTES:
1. EXISTING CURB & GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELLS.
 5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE, IRRIGATION PIPES AND STRUCTURAL FOUNDATION.
 6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 7. MAXIMUM SLOPE ON GARAGE RAMPS TO BE 15%.
 8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
 9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.
 10. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON PAVERS.

DRAINAGE TO BE RETAINED ON SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY

LEGEND

	STABILIZED SOIL		PROPOSED CLEANOUT
	PROPOSED CONCRETE SIDEWALK		PROPOSED RFI BACKFLOW PREVENTER
	PROPOSED PAVERS		PROPOSED PIPING
	PROPOSED ELEVATION		EXISTING PIPING AND APPURTENANCES
	PROPOSED SURFACE FLOW		EXISTING CATCH BASIN
	PROPOSED WATER METER		EXISTING ELEVATION
	PROPOSED CATCH BASIN		EXISTING WOOD POWER POLE
	PROPOSED SIGN (AS INDICATED)		EXISTING MANHOLE (AS DESIGNATED)
			EXISTING WATER METER
			EXISTING FENCE

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001484

MARIUS A. FRANKEL
LICENSE NO. AR0001143
FRANKEL BENAYOUN ASSOCIATES
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
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OWNER / DEVELOPER

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11120 N. KENDALL DRIVE
MIAMI, FLORIDA 33176

ONE P.C.

HOLLAND ENGINEERING INC.
Civil Engineers

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SUSAN C. HOLLAND, P.E.
Reg. No. 41831

savinomiller

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

GRADING & DRAINAGE PLAN

13-55

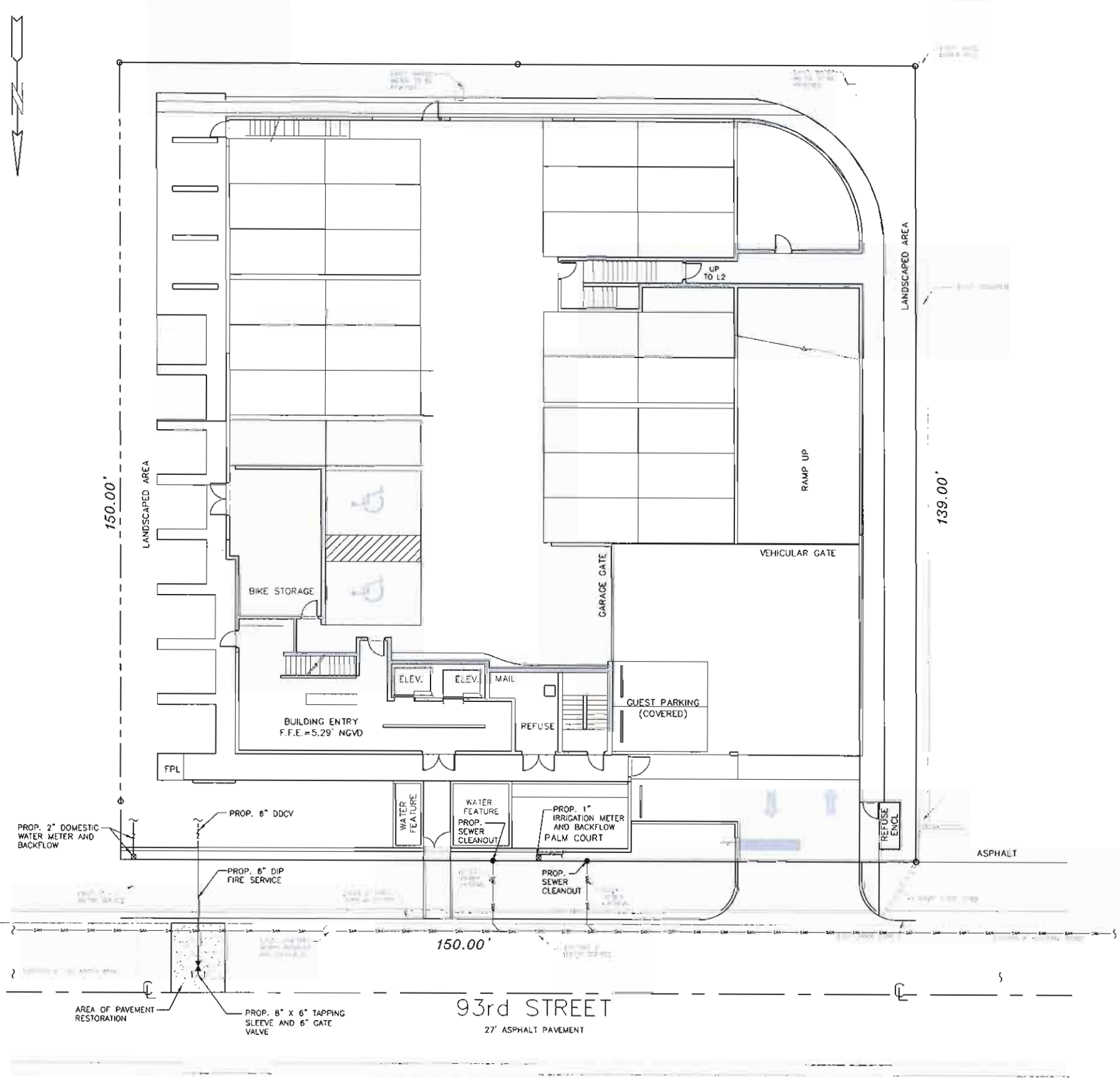
SCALE 1"=10'

DATE DECEMBER 12, 2014

SHEET NUMBER

C-1

1 of 2



LOCATION MAP
NOT TO SCALE

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

SEWAGE VOLUME
32 UNITS FROM 1,240 SF TO 2,077 SF AT 300 GPD PER UNIT= 9,600 GPD
2 UNITS AT 2,250 SF AND 2,426 SF AT 400 GPD PER UNIT= 800 GPD
TOTAL FLOW= 10,400 GPD

- NOTES:
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER LATERAL AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
 5. EXISTING SANITARY SEWER LATERAL CONNECTION TO BE INSPECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 6. ALL BACKFLOW PREVENTORS TO BE INSTALLED PER COUNTY REGULATIONS.

LEGEND

- | | |
|------------------------------|-----------------------------------|
| STABILIZED SOIL | PROPOSED CLEANOUT |
| PROPOSED CONCRETE SIDEWALK | PROPOSED RPZ BACKFLOW PREVENTER |
| PROPOSED PAVERS | PROPOSED PIPING |
| PROPOSED ELEVATION | EXISTING PIPING AND APPURTENANCES |
| PROPOSED SURFACE FLOW | EXISTING CATCH BASIN |
| PROPOSED WATER METER | EXISTING ELEVATION |
| PROPOSED CATCH BASIN | EXISTING WOOD POWER POLE |
| PROPOSED SIGN (AS INDICATED) | EXISTING MANHOLE (AS DESIGNATED) |
| | EXISTING WATER METER |
| | EXISTING FENCE |

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARIE A. FRANKEL
LICENSE NO. AA-C001494
FRANKEL BENAYOUN FRANKEL
LICENSE NO. AA-C001494

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DWGP / DEVELOPER

FURMANOS, LLC

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DPA ENG

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CIVIL ENGINEERS

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(954)367-0371 (954)367-0372 Fax
SUSAN C HOLLAND, PE
Reg no 41831

LANDSCAPE ARCH

savinomiller
LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO	REVISION	DATE	BY

DRAWING TITLE

WATER & SEWER PLAN

13-55

SCALE 1"=10'

DATE DECEMBER 12, 2014

SHEET NUMBER

C-2

P & 2



LOCATION MAP
NOT TO SCALE

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARVIN J. FRANKEL
LICENSE NO. AR0001143
FRANK BENAYOUN FURMAN
LICENSE NO. AR0017273
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11120 N KENDALL DRIVE
MIAMI, FLORIDA 33176

CIVIL ENG
HOLLAND ENGINEERING INC
civil engineers
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HOLLYWOOD, FL 33021
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Reg. no. 41831



BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

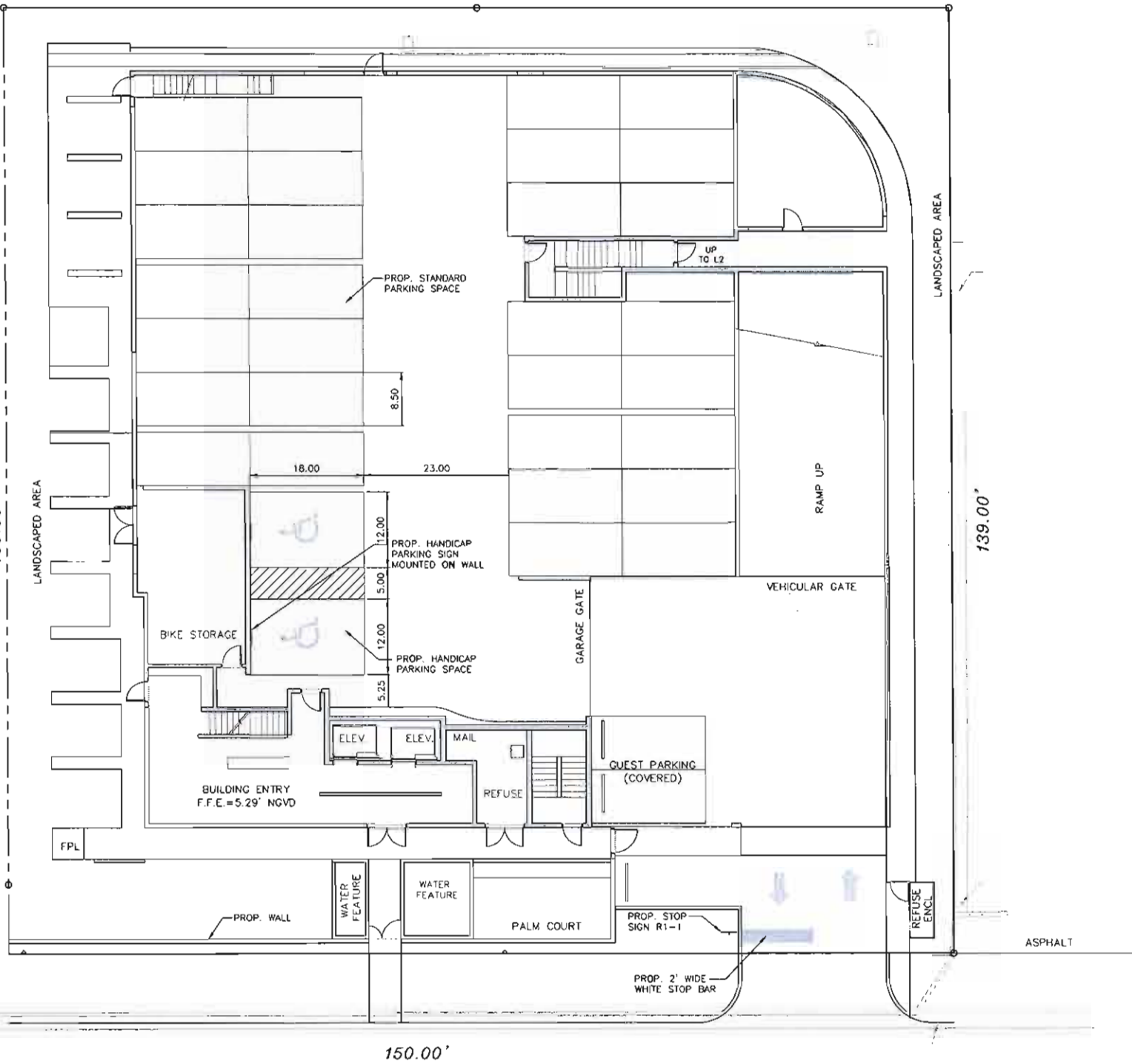
NO.	REVISION	DATE	BY

PAVEMENT MARKING &
SIGNAGE PLAN

SCALE 1"=10' DATE NOVEMBER 18, 2013

SHEET NUMBER
C-3

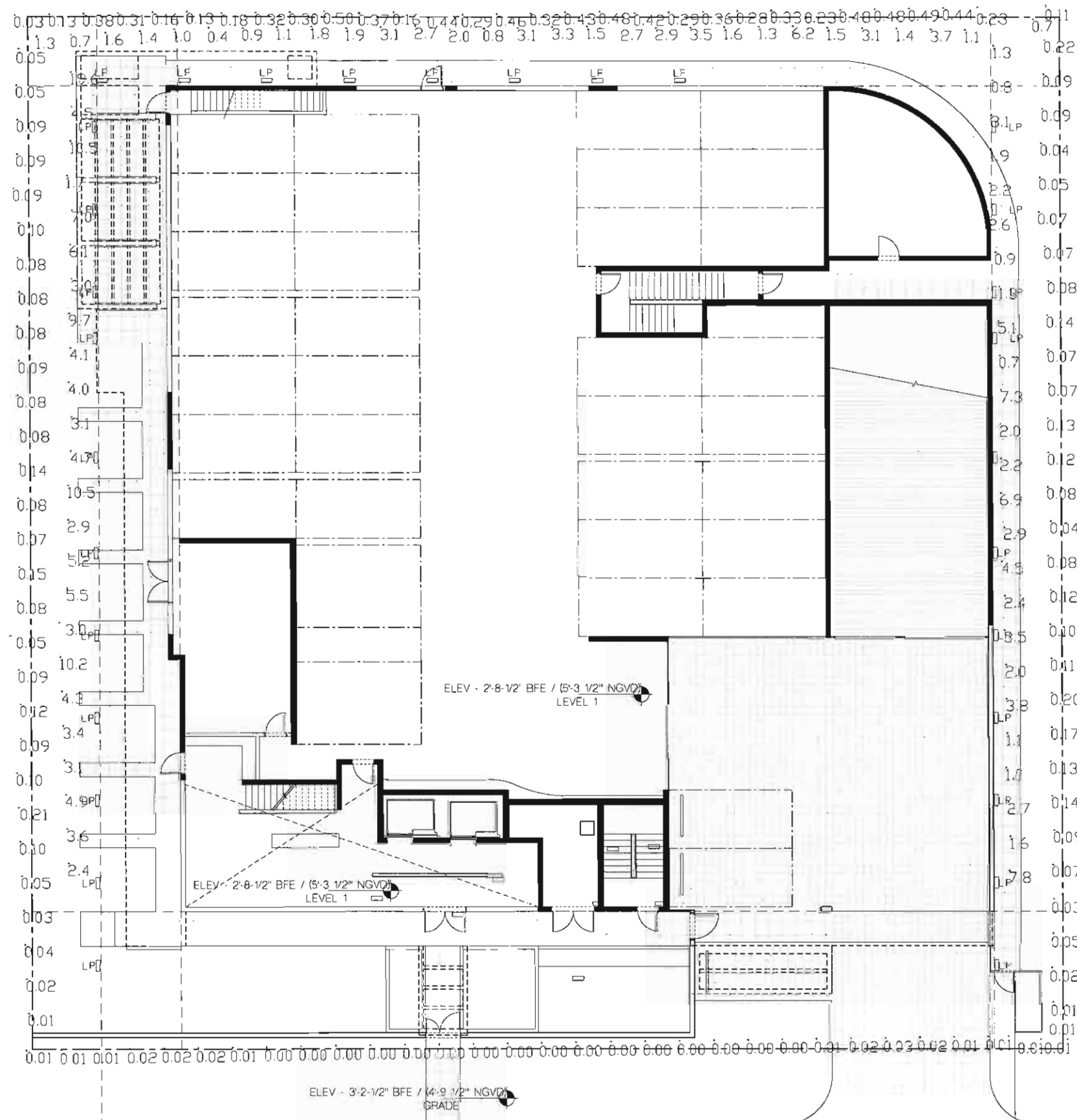
DRC SUBMITTAL NOVEMBER 26, 2013



LEGEND

- STABILIZED SOG
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPI BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE

1/5/2015 1:00 PM



Luminaire Schedule									
Project: Bay View 102									
Symbol	Qty	Label	Description	Lumens	LLD	LDD	LLF	Lum. Watts	Total Watts
	40	LP	PATH LIGHT TWIN 20WMR16 FL 40 @ 3 FT AFG		1000	1.000	1.000	0	0

Calculation Summary					
Project: EDGEWATER SPILL					
Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL	0.09	0.22	0.01	9.00	22.00
NORTH PL	0.31	0.50	0.03	10.33	16.67
SOUTH PL	0.01	0.03	0.00	N.A.	N.A.
WEST PL	0.08	0.21	0.01	8.00	21.00
SIDEWALK (EAST)	2.86	7.8	0.7	4.09	11.14
SIDEWALK (NORTH)	2.19	7.5	0.4	5.48	18.75
SIDEWALK (WEST)	5.71	19.6	1.7	3.36	11.53

LEVEL 1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AA-0001484
FRANKEL BENAYOUN ARCHITECTS INC
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33434
PH (305) 868-3865 FAX (305) 868-3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
SobelCo
2385 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

CIVIL ENG
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg no 41831

LANDSCAPE ARCH
savinomiller
LANDSCAPE ARCHITECTS

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33434

SIGNATURE			
DATE	NO.	REVISION	DATE BY

DRAWING TITLE
**LEVEL 1
PHOTOMETRIC PLAN**
SCALE: DATE: JANUARY 5, 2015
SHEET NUMBER
E-1.01
P&Z SUBMITTAL



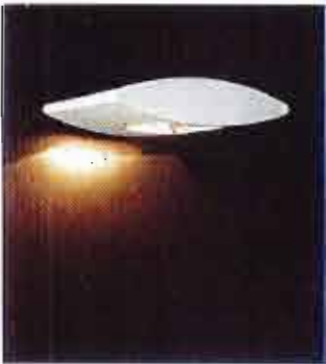
RENDERING - STREET VIEW FROM NORTHEAST



LANDSCAPING LIGHTING



EXTERIOR LIGHTING



EXTERIOR LIGHTING



GRASS PAVERS



GREEN WALL



GARAGE LOUVERS



METAL LOUVERS & FABRIC MESH



GREEN SCREEN WALL PLANTING



FABRIC MESH

WHITE ON WHITE PAINT

INTERIOR FLOORING

CLEAR GLASS

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-COD1494
MARKUS A. FRANKEL
LICENSE NO. AR0000143
PAUL BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3650 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

SobelCo

2985 NW EXECUTIVE CENTER DRIVE
BOCA RATON, FLORIDA 33431

ON-ENG

HOLLAND ENGINEERING INC.
Civil Engineers

3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

savinomiller

BAY HARBOR GARDENS
NEW APARTMENT BUILDING
1170 93RD STREET
BAY HARBOR ISLANDS, FLORIDA 33154

BOWTIE			
DATE			
NO.	REVISION	DATE	BY

DRAWING TITLE

SAMPLE BOARD

SCALE DATE JANUARY 5, 2015

SHEET NUMBER

P-0.00

PSZ SUBMITTAL

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a Transfer of Development Rights (TDR) application requesting to purchase five (5) units from the Town's TDR bank for construction of a previously approved project on April 24, 2014, to be located at 9521-9541 East Bay Harbor Drive. Enclosed is a copy of the application, plans, and other supporting documents.

DESCRIPTION:

An application for transfer of development rights was received and processed for the purchase of five (5) TDR units from the Town pool.

The receiving site, 9521-9541 East Bay Harbor Drive, filed and received approval , December 3rd, 2013 for the development of 41 unit residential project.

The applicant has requested to purchase five (5) TDR units from the Town (\$47,500 each) for a total of \$237,500.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The town would receive \$237,500 from the sale.

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	TDR Application	9521 EBHD- JCG Bay Harbor, LLC.pdf
2.	Site Plans	La Boutique Site plans.pdf
3.	mm staff report	La Boutique - MM report.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>3/25/15</u>	TDR UNIT COST: \$ <u>47,500</u>
TDR UNITS REQUESTED <u>5</u>	PROJECT TOTAL UNITS <u>41</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name JCG Bay Harbor, LLC		
Phone (305) 740-1956	e-mail mcuevas@aadslaw.com	Fax (305) 740-1941
Address 1001 Brickell Bay Drive Suite 2110		
City and State Miami, Florida		Zip Code 33131
Relationship to Property: owner		

RECEIVER SITE INFORMATION

Owner's Name JCG Bay Harbor, LLC		
Phone (305) 740-1956	e-mail mcuevas@aadslaw.com	Fax (305) 740-1941
Address 1001 Brickell Bay Drive Suite 2110		
City and State Miami, Florida		Zip Code 33131
Property Address/Location 9521-9541 East Bay Harbor Drive Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 3-4 BLOCK 1		
Folio Number 1322270010020, 1322270010030	Current Zoning	
Property size 20,850	Purchase date 4-27-2013	
Existing use of the property vacant		
Describe Existing Structure on Property 2 vacant apartment buildings		
Dwelling units to be received 5		
Total Dwelling units including TDR 41		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 4-24-14

If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☒ No ☐

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

Name of Surveyor R. Minguell , Inc		
Address 2841 Montevideo Avenue Cooper City, FL 33026		
Phone (954) 298- 8935	e-mail minguell@bellsouth.net	Fax (954)392-6060

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ **Building must have obtained 40 or 50 Year Certification - If Applicable**
- ☐ **Outstanding Liens or Code Violations must be cured and/or paid - If Applicable**

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant) *(auth rep)*

3-23-15
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of March, 2015,
by Alejandro Rodriguez on behalf of
Coastland Construction, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.



[Signature]
Notary Public, State of Florida

Print Name: Suzette M. Rebull

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

Exhibit B

**TDR Purchase Agreement
(see attached)**

AADSLAW-00027326.2

[Signature Page to Joint Written Consent of the Members of JCG BAY HABROR, LLC in Lieu of a Meeting]

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 23 day of March, 2015 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and JCG Bay Harbor, 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 5 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 La Boutique 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 1187 (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, 5 TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 47,500, per TDR -- for a total purchase price of \$ 237,500 (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 Coastland Construction Attn: Alejandro Rodríguez Phone No. (305) 669-1740, email address arodriguez@coastlandci.com; together with a copy to email address: srebull@coastlandci.com ; AArrieta@aadslaw.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 it 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.

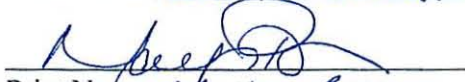
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:

BUYER:



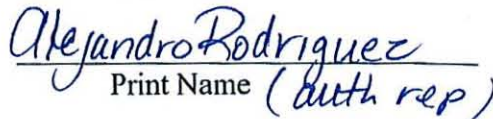
Print Name: Surette Rebull



Print Name: Llanys Rose

By: _____

Sign Name


Print Name (auth rep)

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT "A"

The Legal Description of the Property

LOTS 3-4 BLOCK 1 FOLIO #'S: 1322270010020,1322270010030

Prepared by:

Joanna Plessis, Esq.
Serber & Associates, P.A.
2875 N.E. 191st Street, Suite 801
Aventura, FL 33180

Return to:

Alejandro M. Arrieta, Esq.
Alvarez Arrieta & Diaz-Silveira LLP
1001 Brickell Bay Drive, Suite 2110
Miami, FL 33131

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 2nd day of March, 2015 by BH SOUTH ISLAND, LLC, a Florida limited liability company, Grantor, whose office address is 2875 N.E. 191st Street, Suite 801, Aventura, FL 33180, to JCG BAY HARBOR, LLC, a Delaware limited liability company, Grantee, whose mailing address is 1095 Collins Ave, Unit 1709, Bal Harbour, FL 33154. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, legal representatives and assigns.

WITNESETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land situate and being in Miami-Dade County, Florida (the "Property"):

Lots 3 and 4 Block 1, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Folio Numbers: 13-2227-001-0030, 13-2227-001-0020, 13-2227-001-0021 and 13-2227-001-0031

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. The conveyance of the Property is subject only to those encumbrances set forth on Exhibit A attached hereto and incorporated herein by reference, without intending to reimpose same.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assignors, in fee simple forever.

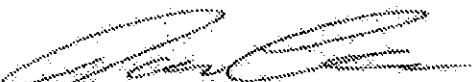
GRANTOR hereby covenants with said Grantee that Grantor hereby warrants the title to Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

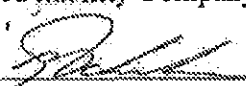
IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

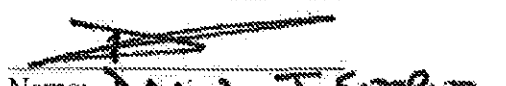
GRANTOR:

Witnessed by:

BH SOUTH ISLAND, LLC, a Florida
limited liability Company


Name: JOANNA PLESSIS

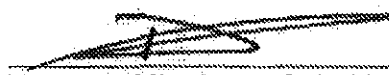
By: 
Name: Marc Schmullian
Title Authorized Representative


Name: DANIEL J. SERBER

[COMPANY SEAL]

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was sworn to and acknowledged before me this 27th day of February, 2015, by MARC SCHMULLIAN as Authorized Representative of BH SOUTH ISLAND, LLC, a Florida limited liability company, who (☒) is personally known to me or who () presented his _____ as identification.


Notary Public, State of Florida

[SEAL]

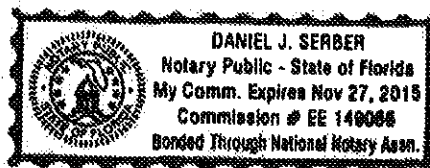


EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Restrictions, Dedications and Easements set forth in Plat recorded in Plat Book 46, Page 5.
2. Easement in favor of Florida Power & Light Company recorded in O.R. Book 11870, Page 1272.
3. Reservation of Easement in favor of The Town of Bay Harbor Islands contained in Quit Claim Deed recorded in O.R. Book 28869, Page 2073.
4. Those portions of the property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
5. This policy does not insure any portion of the insured parcel lying waterward of the mean-high water line of the waterway.
6. Riparian and littoral rights are not insured.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Quit Claim Deed recorded in OR Book 29475, Page 4350.

**JOINT WRITTEN CONSENT
OF THE MEMBERS OF
JCG BAY HARBOR, LLC
IN LIEU OF A MEETING
AS OF MARCH 18, 2015**

The undersigned, being all the members of JCG BAY HARBOR, LLC, a Delaware limited liability company (the "Company"), do hereby adopt the following resolutions by written consent in lieu of a meeting effective as of the date first written above:

Acquisition of the Transfer Development Rights ("TDRs")

WHEREAS, to the develop the project known as La Boutique ("the Project") with forty one (41) residential units, the Company is required by the Town of Bay Harbor to have twenty three (23) TDRs,

WHEREAS, as part of the acquisition of the Project and the land, the Company purchased from previous owners eighteen (18) TDRs,

WHEREAS, the Company is required to purchase five (5) additional TDRs; and

WHEREAS, The members of the Company deem it in the best interest of the Company to purchase the additional five (5) TDRs from the Town of Bay Harbor.

NOW THEREFORE LET IT BE:

RESOLVED, that the purchase of the additional five (5) TDRs from the Town of Bay Harbor hereby be approved;

RESOLVED, that in connection with the Company's purchase of the TDRs, Alejandro Rodriguez is authorized, empowered and directed to execute and deliver in the name and on behalf of the Company the TDR the form attached hereto as **Exhibits A** and the TDR Purchase Agreement attached hereto as **Exhibit B** to purchase the additional five (5) TDRs from the Town of Bay Harbor.

Demolition of buildings at the construction site

WHEREAS, the development of the Project requires the demolition of the two (2) buildings located at the site,

WHEREAS, the previous owners of the Project and site had applied for demolition permits; and

WHEREAS, the members of the Company deems it in the best interest of the Company to file with the Town of Bay Harbor a request to reflect the change of ownership of site and Project, and to engage the service of new demolition contractors.

NOW THREFORE LET IT BE:

RESOLVED, that the Company submit the change of owner and contractor applications with the Town of Bay;

RESOLVED, that in connection with the change of owner and contractor applications, Alejandro Rodriguez is authorized, empowered and directed to execute and deliver in the name and on behalf of the Company the Permit Application in the form attached hereto as **Exhibit C** and the Hold Harmless Letter attached hereto as **Exhibit D** to obtain the updated permits and reflect the change in ownership.

[signature page follows]

IN WITNESS WHEREOF, the undersigned members of the Company have adopted and approved the foregoing resolutions effective as of the date first above written.

BAY HARBOUR INVESTMENTS,
INC.

By: _____
Name: _____
Title: _____

TERRAL INVESTMENTS I, INC.

By: _____
Name: _____
Title: _____

S&T BAY HARBOR, INC.

By: _____
Name: _____
Title: _____

JF-JCG-BH, LLC

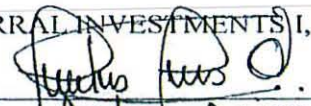
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned members of the Company have adopted and approved the foregoing resolutions effective as of the date first above written.

BAY HARBOUR INVESTMENTS,
INC.

By: _____
Name: _____
Title: _____

TERRAL INVESTMENTS I, INC.

By: 
Name: Andres Arias G.
Title: _____

S&T BAY HARBOR, INC.

By: _____
Name: _____
Title: _____

JF-JCG-BH, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned members of the Company have adopted and approved the foregoing resolutions effective as of the date first above written.

BAY HARBOUR INVESTMENTS,
INC.

By: _____
Name: _____
Title: _____

TERRAL INVESTMENTS I, INC.

By: _____
Name: _____
Title: _____

S&T BAY HARBOR, INC.

By: _____
Name: Jose Ignacio Sanchez T
Title: President

JF-JCG-BH, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned members of the Company have adopted and approved the foregoing resolutions effective as of the date first above written.

BAY HARBOUR INVESTMENTS,
INC.

By: _____
Name: _____
Title: _____

TERRAL INVESTMENTS I, INC.

By: _____
Name: _____
Title: _____

S&T BAY HARBOR, INC.

By: _____
Name: _____
Title: _____

JF-JCG-BH, LLC

By: Herbert Jordan
Name: Herbert Jordan
Title: Manager

Exhibit A

AADSLAW-00027326.2

[Signature Page to Joint Written Consent of the Members of JCG BAY HARBOR, LLC in Lieu of a Meeting]

**TDR Application
(see attached)**

AADSLAW-00027326.2

[Signature Page to Joint Written Consent of the Members of JCG BAY HABROR, LLC in Lieu of a Meeting]

Marlene Marante

From: Suzette Rebull <SRebull@CoastlandCI.com>
Sent: Tuesday, March 24, 2015 11:27 AM
To: Marlene Marante
Cc: Alejandro M. Arrieta; Yosef Shwedel
Subject: La Boutique TDR Application/Purchase Agreement
Attachments: La Boutique TDR Agreement and Application.pdf; 9521-41 E Bay Harbor Dr Survey.pdf; deed.pdf

Hi Marlene, please see the attached executed documents for the purchase of 5 Additional TDR's for La Boutique. Please let me know if you need any further information.

I understand that I also need to send an application fee in the amount of \$500. Do I need to mail or hand deliver a check or can I give you a cc payment?

Thank you.

Sincerely,

Suzette Rebull



Suzette Rebull

Coastland Construction Inc.

4661 SW 71st. Ave., Miami, FL 33155

Office 305-669-1740 fax 305-669-1093

www.coastlandci.com

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: COASTLAND CONSTRUCTION, INC
Date: 3/25/2015 Time: 1:11 PM
Receipt Number: MAIN / 88096
Clerk: SCHERRIE

LA BOUTIQUE

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION FEE	500.00
Total:		500.00
Check	2382	500.00
Change:		0.00

COASTLAND CONSTRUCTION, INC.
MIAMI, FL 33155

2382

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3/24/15		TDR Application La Boutique	500.00		
CHECK DATE	3/24	CHECK NUMBER	2382	TOTALS	500 -

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3/24/15	TDR Application La Boutique		500.00		
CHECK DATE	3/24	CHECK NUMBER	2382	TOTALS	500 -

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

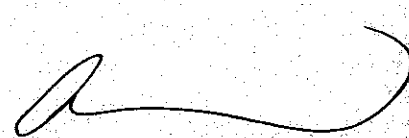
COASTLAND CONSTRUCTION, INC.

4661 SW 71st AVE.
MIAMI, FL 33155OCEAN BANK
780 NW 42nd AVE.
MIAMI, FL 3312663-1139
660

2382

Pay: Five hundred dollars + 00/100

DATE 3/24/15 CHECK NO. 2382 AMOUNT \$500.00

PAY
TO THE
ORDER
OFTown of Bay Harbor Islands
TDR Application Fee

⑈002382⑈ ⑆066011392⑆ 010211733905⑈



March 24, 2015

Marlene,

Please find the enclosed check in the amount of \$500.00 to process our TDR Application for La Boutique. Thank you for your assistance in moving this along. Please let me know if you need anything further from us. I really appreciate your time and patience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Suzette Rebull'.

Suzette Rebull



Suzette Rebull

Coastland Construction Inc.

4661 SW 71st. Ave., Miami, FL 33155

Office 305-669-1740 fax 305-669-1093

www.coastlandci.com









Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq. ft.)	Sub-Total Area
Level 3	A-1	2	2	1,254	2,508
	B-1	2	2	1,254	2,508
	D-1	3	1	1,437	1,437
Total Level 3			6		6,453

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (sq. ft.)	Sub-Total Area
Level 4-5-6-7-8-9	A-1	2	2	1,254	2,508
	B-1	2	2	1,254	2,508
	C-1	3	2	1,437	2,874
Total Level 4-9			6		8,290
Total all Levels			12		14,743

Total Number of Units	12
Total Net Area	14,743



PERSPECTIVE VIEW



PERSPECTIVE VIEW

Zoning Summary				
9521-41 EAST BAY HARBOR DRIVE				
Lot Area	67	Acres	1.53	
Legal Description				
Lot 3 and 4 of Block 1 of BAY HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book 48, Page (s) 5, of the Public Records of Miami-Dade County, Florida.				
Flood Elevation				
This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.D.				
Grade Level 8.67' (Mean of the road)				
Zoning Classification RHT - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)				
Maximum Density	34	0.62	Allowable	Proposed
34 units per net Acre			10	73.3 units per net Acre
Proposed Units				23
Setbacks			Required	Proposed
Principal Frontage (E. Bay Harbor Dr.)			Buildings less than 30 feet in height: 30 feet Buildings less than 45 feet in height: 35 feet Buildings less than 75 feet in height: 30 feet	30'-0" Before 30 feet 30'-0" After 30 feet
Side Setback			Buildings less than 30 feet in height: 10 feet maximum setback shall be 35 feet	10'-0" Before 30 feet 30'-0" After 30 feet
Rear Setback (Waterfront)			30'-0"	30'-0"
Front Setbacks		into building length	Allowable (ft.)	Proposed (ft.)
Side Setbacks			100	33.33
Front Setbacks			100	33.33
Maximum Height			43.33	Proposed
Maximum Building Height			75 feet above BFE	11'-0" above BFE
Open Space Requirements			Required	Proposed
10% of Lot Area Minimum	21,500	0.33	4,500 SF	5,000 SF (11%)
Roof Deck Landscape Requirements			Required	Proposed
10% of Lot Area Minimum	7,291	0.15	1,511 SF	1,511 SF (2%)
Lot Coverage			Allowable	Proposed
(Percent determined by the architect)			21.16 %	21.16 %
Parking Space Requirements			Required	Proposed
One car per 2.0 Dwelling Unit Minimum	41	2.0	82	81
Total Parking Spaces				81
(Residential & guest parking spaces + handicap spaces)				
Storage Requirements				
A minimum of 65 SF of area with at least one car lot of each room must be added for each apartment and shall be located outside the apartment.				
			41	41



LOCATION MAP

LA BOUTIQUE

INDEX

COVER	
A-001 SURVEY	
A-002 AERIAL	
A-003 LAND USE PLAN DESIGNATION	
A-004 OPEN SPACE CALCULATION	
A-005 SIGN LOCATION	
A-100 DRIVEWAY SECTIONS	
A-101 SITE PLAN	
A-102 LEVEL 1 - GARAGE	
A-103 LEVEL 2 - GARAGE / LOBBY	
A-104 LEVEL 3 - RESIDENTIAL	
A-105 LEVEL 4-5-6-7-8 - RESIDENTIAL	
A-106 LEVEL 9 - RESIDENTIAL	
A-107 ROOF LEVEL	
A-401 WEST ELEVATION	
A-402 EAST ELEVATION	
A-403 SOUTH ELEVATION	
A-404 NORTH ELEVATION	
A-501 SECTION A-A	
A-502 SECTION B-B	
AM-001 MATERIAL BOARD	

OWNER

BH SOUTH ISLAND LLC
18851 NE 28th Avenue,
Suite 1011, Aventura, Florida,
33180

ARCHITECT

REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CIVIL ENGINEER

VSN ENGINEERING INC.
3550 WEST FLAGLER STREET
SUITE 113
MIAMI, FLORIDA 33144

LANDSCAPE ARCHITECT

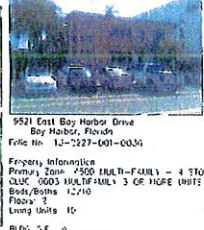
RHETT ROY LANDSCAPE ARCHITECTURE
412 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301

LIGHTNING CONSULTANT

O'BRIEN LIGHTNING INC.
1111 BRICKELL AVE
11TH FLOOR
MIAMI, FLORIDA 33131

LA BOUTIQUE
9521-41 E BAY HARBOR DR, BAY HARBOR, FLORIDA,

ALTA/ACSM Land Title Survey



Property Location
Community: Bay Harbor
Flood Zone: AE
Base Flood Elevation: 10'
Firm Date: 9/11/2009

Property Information
Address: 5521 East Bay Harbor Drive
Bay Harbor, Florida
File No: 13-2227-001-0034
Property Information
Primary Zone: 4500 LULU-FAMILY - 4 STORY
CLUC 0003 MULTIFAMILY 3 OR MORE UNITS
Bldg. Bldgs: 12/10
Floors: 2
Living Units: 10
BLDG SF: 4
Lot Size: 10,425 SQ FT

Property Information
Address: 5541 East Bay Harbor Drive
Bay Harbor, Florida
File No: 13-2227-001-0025
Property Information
Primary Zone: 4500 LULU-FAMILY - 4 STORY
CLUC 0003 MULTIFAMILY 3 OR MORE UNITS
Bldg. Bldgs: 12/10
Floors: 2
Living Units: 10
BLDG SF: 4
Lot Size: 10,425 SQ FT

Land Description
Lot 3 and 4 are the part of East Bay Harbor Drive, a 66' wide right-of-way, as shown on the plat thereof as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
Particulars
1. Two-story building
2. Non-sloped parking space
16. Total parking space

- EXCEPTIONS**
Whereas B & B of the Fidelity National Title Insurance Company, File No. 13-2227-001-0034, to the Survey:
1. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 2. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 3. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 4. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 5. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 6. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 7. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 8. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
 9. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
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 16. The survey does not show any easements, rights, or interests in the property, other than those shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.

NOTES
1. The survey was made for the purpose of showing the location of the building and parking space, as shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
2. The survey was made for the purpose of showing the location of the building and parking space, as shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
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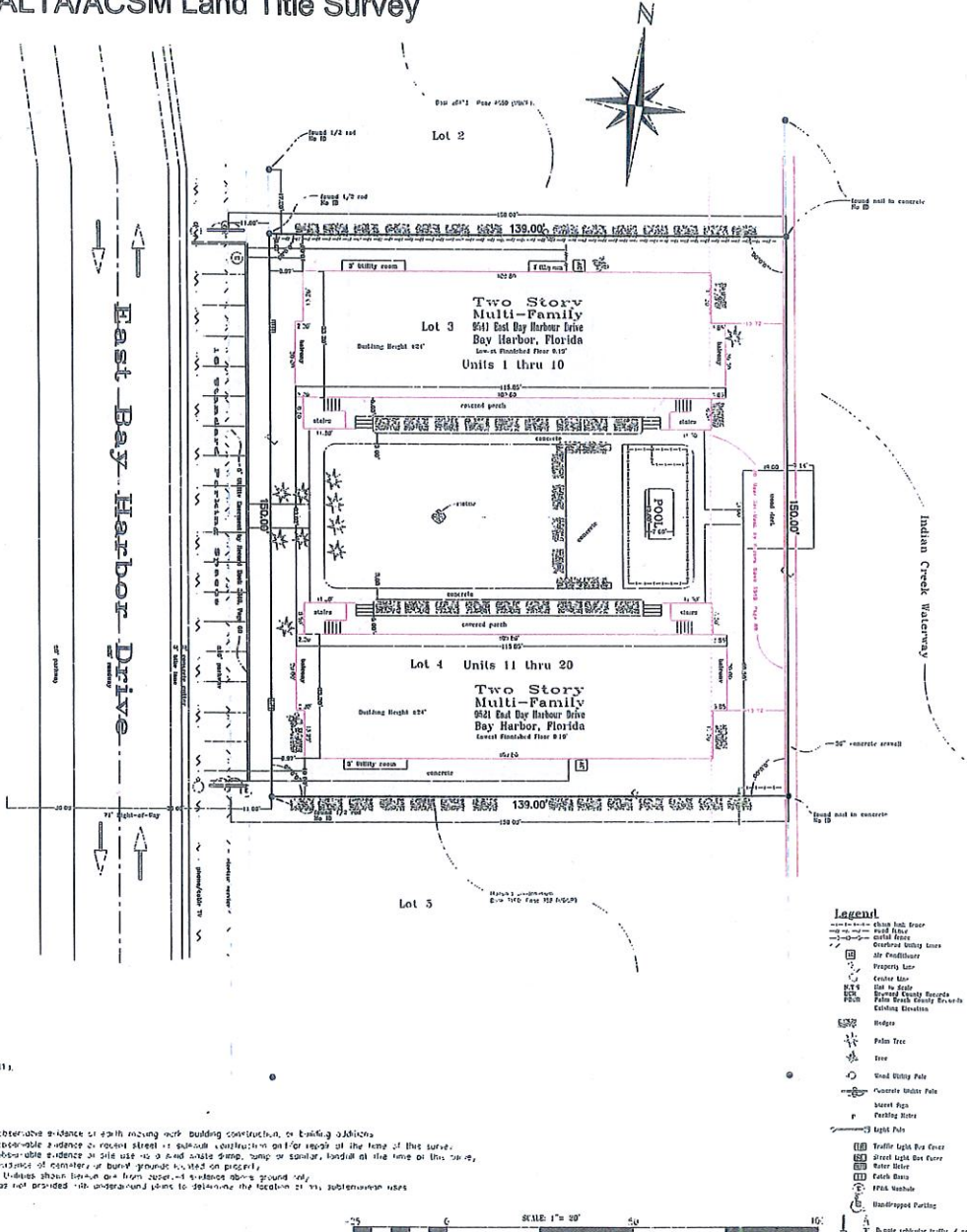
CONVEYANCE
This is to certify that the map, as shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida, was made for the purpose of showing the location of the building and parking space, as shown on the plat thereof, as shown on Plat Book 45, Page 15 of the Public Records of Miami-Dade County, Florida.
Date of Map: February 25, 2013
Surveyor: R. Minguell, Inc.



R. Minguell, Inc.
Land Surveyors & Planners
10000 N.W. 11th Avenue
Suite 100
Miami, Florida 33150
Phone: 305-555-5555
Fax: 305-555-5555
www.rminguell.com

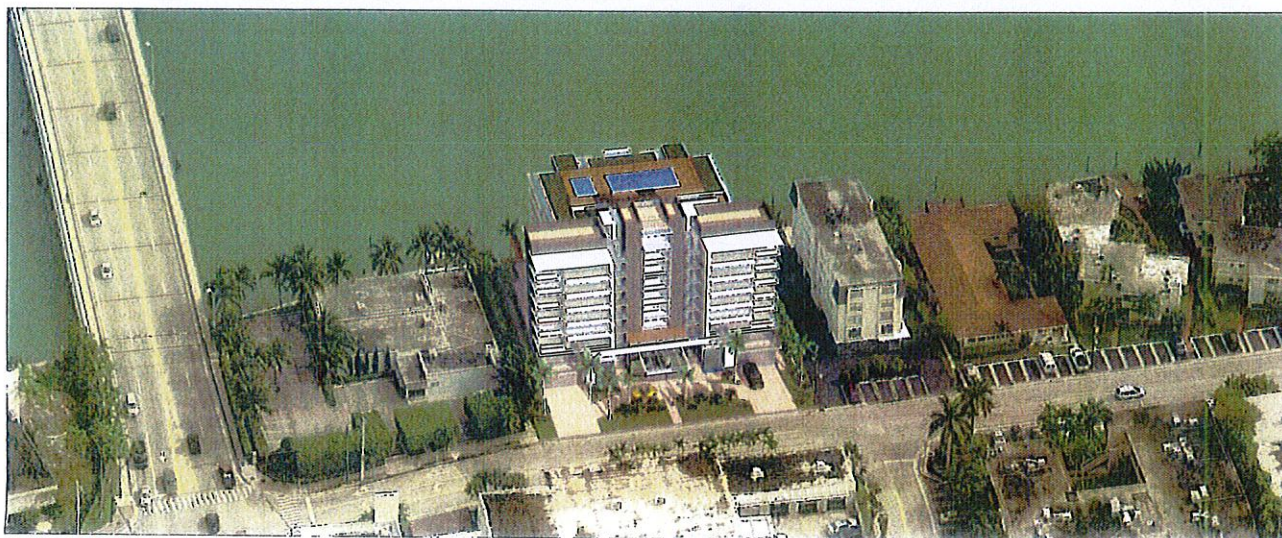


R. Minguell, Inc.
Land Surveyors & Planners
10000 N.W. 11th Avenue
Suite 100
Miami, Florida 33150
Phone: 305-555-5555
Fax: 305-555-5555
www.rminguell.com





2 AERIAL EAST
SCALE: 1:0.61



1 AERIAL WEST
SCALE: 1:0.70

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Atlanta
Santiago, Chile

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DESIGNBY

Luis O. Ravustro
AR0007872
PROJECT

LA BOUTIQUE

LA BOUTIQUE
5521-41 BAY HARBOUR WAY HARBOUR FLORIDA

OWNER INFORMATION

BH SOUTH
ISLAND LLC

18551 NE 28th
Avenue, Suite 1011,
Aventura, Florida,
33160

SCHEMATIC DESIGN

Forma Revizora

CONSULTANTS

Date
11/18/2013
Drawing
AD
Checked by
LOR
Scale
As Shown
Project No.
1010

A-001

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A photograph showing the exterior of a modern, single-story building with a light-colored facade and a flat roof. Several palm trees are in the foreground, and a white car is partially visible in the lower right corner. The building is identified as the new 100,000 sq. ft. building at the University of Miami.

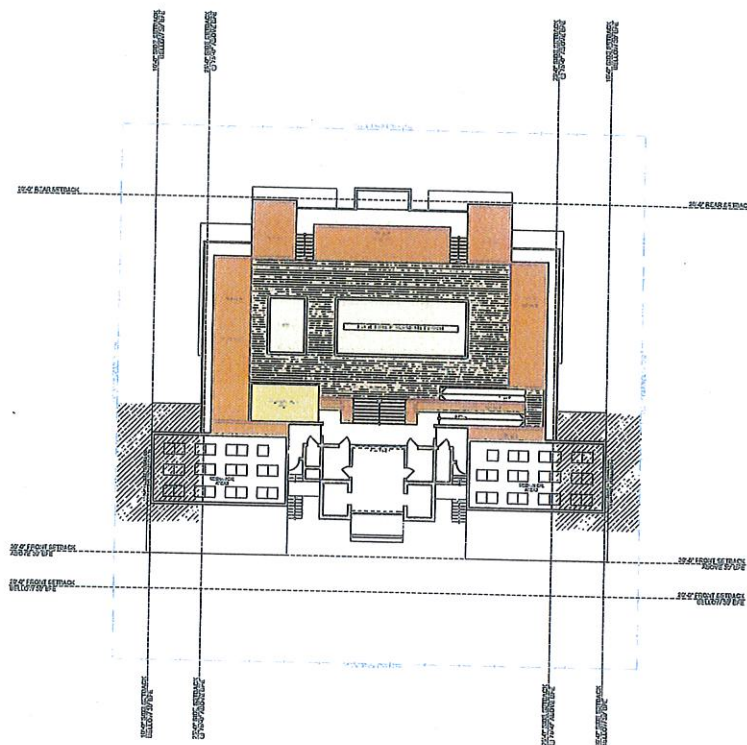
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SCALE: 1/8" = 1'-0"

A-002

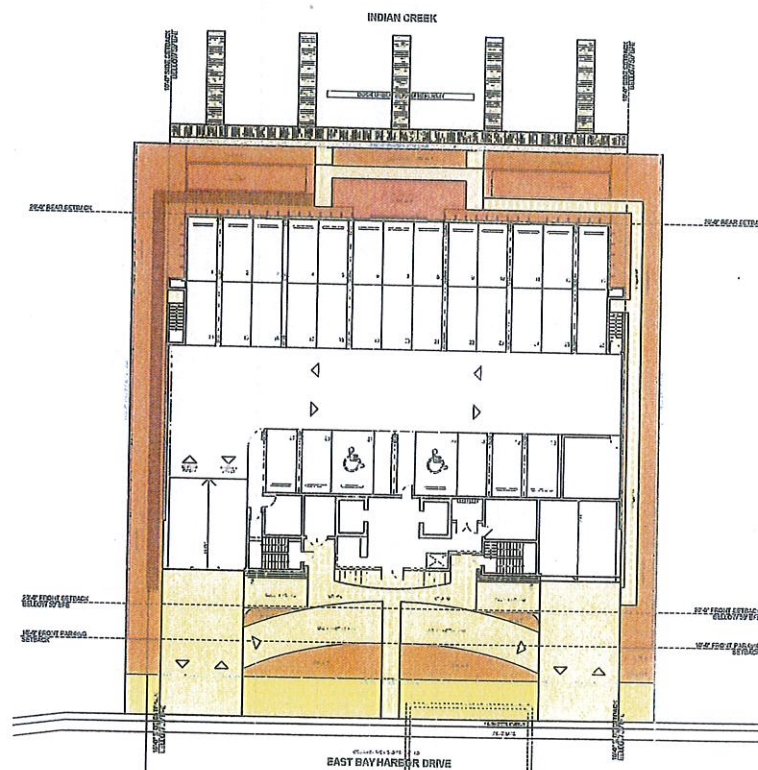
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2 ROOF DECK LANDSCAPE
 SCALE 1/8" = 1'-0"

LANDSCAPE REQUIRED= 1,104 SF (15% OF USABLE ROOF 7,361SF)
 LANDSCAPE PROVIDED= 1,988 SF (27% OF USABLE ROOF)



1 GROUND LEVEL OPEN SPACE
 SCALE 1/8" = 1'-0"

OPEN SPACE REQUIRED= 4,500 SF (20% OF PROPERTY AREA)
 OPEN SPACE PROVIDED= 5,497 SF (24% OF PROPERTY AREA)

6" WIDE STEPPING STONES WITH A 6" GAP BETWEEN ONE ANOTHER (60% PERMEABILITY / LONG WALKWAY)

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 architecture
 international

Miami
 Atlanta
 Chicago, IL

revuelta-architecture.com

1000 BAYVIEW BLVD
 SUITE 100
 MIAMI, FL 33131

DESIGNED BY

Luis O. Revuelta
 AR0007872

PROJECT

LA BOUTIQUE
 16251 N.W. 16th Ave.
 Suite 101
 Miami, FL 33160

OWNER INFORMATION

SHEOLITH
 ISLANDILLO
 16251 N.W. 16th
 Avenue, Suite 101
 Miami, Florida
 33160

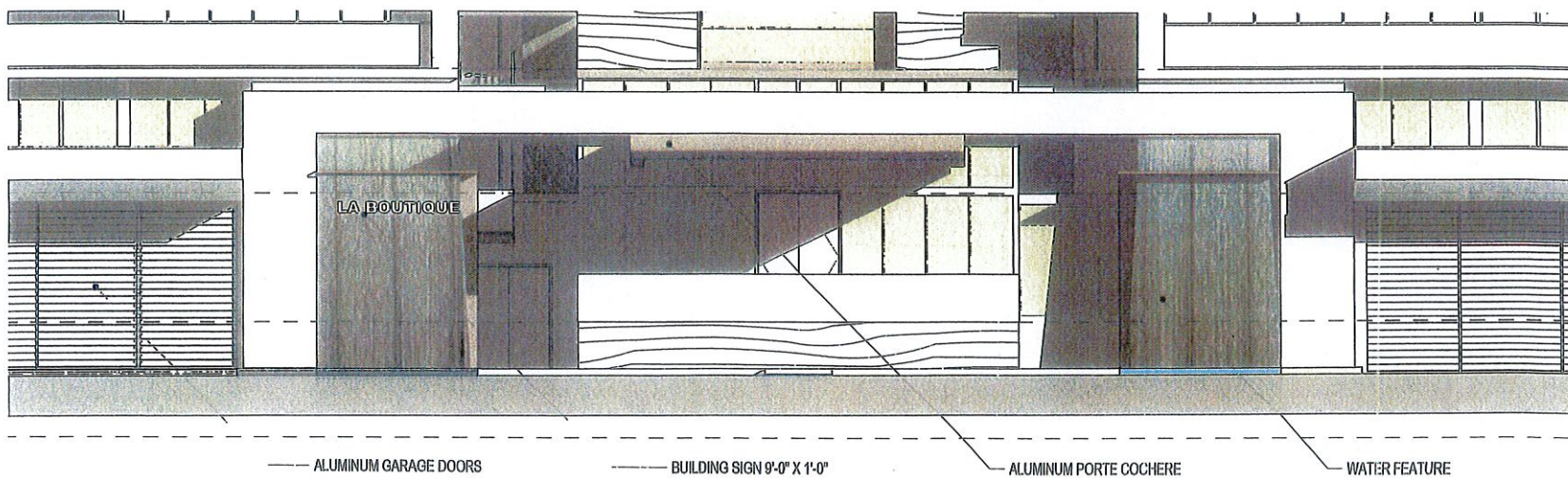
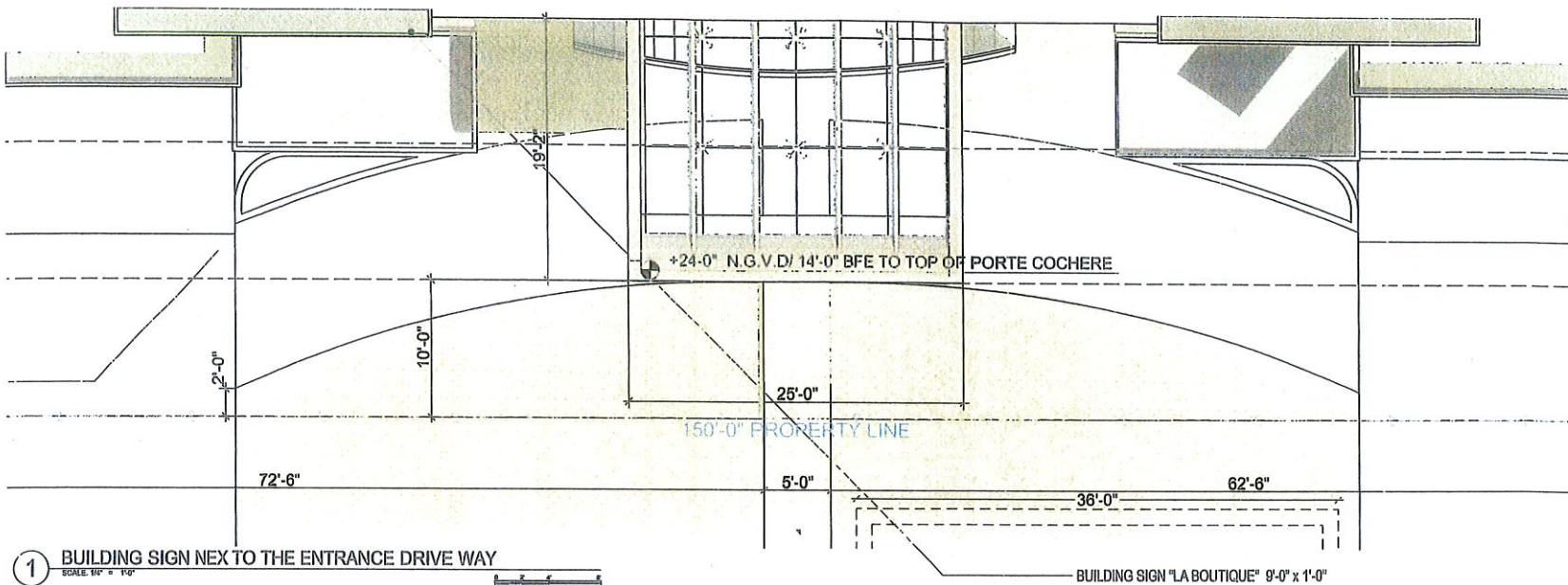
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 Prepared by:
 10110

A-003



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Atlanta
San Diego, CA

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DESIGN BY

Luis O. Rodriguez
ARC007872
PROJECT

LA BOUTIQUE
150'-0" PROPERTY LINE

OWNER INFORMATION

BI-SOUTH
ISLAND LLO
15551 N. 55th
Avenue, Suite 1011,
Aventura, Florida,
33160

SCHEMATIC
DESIGN

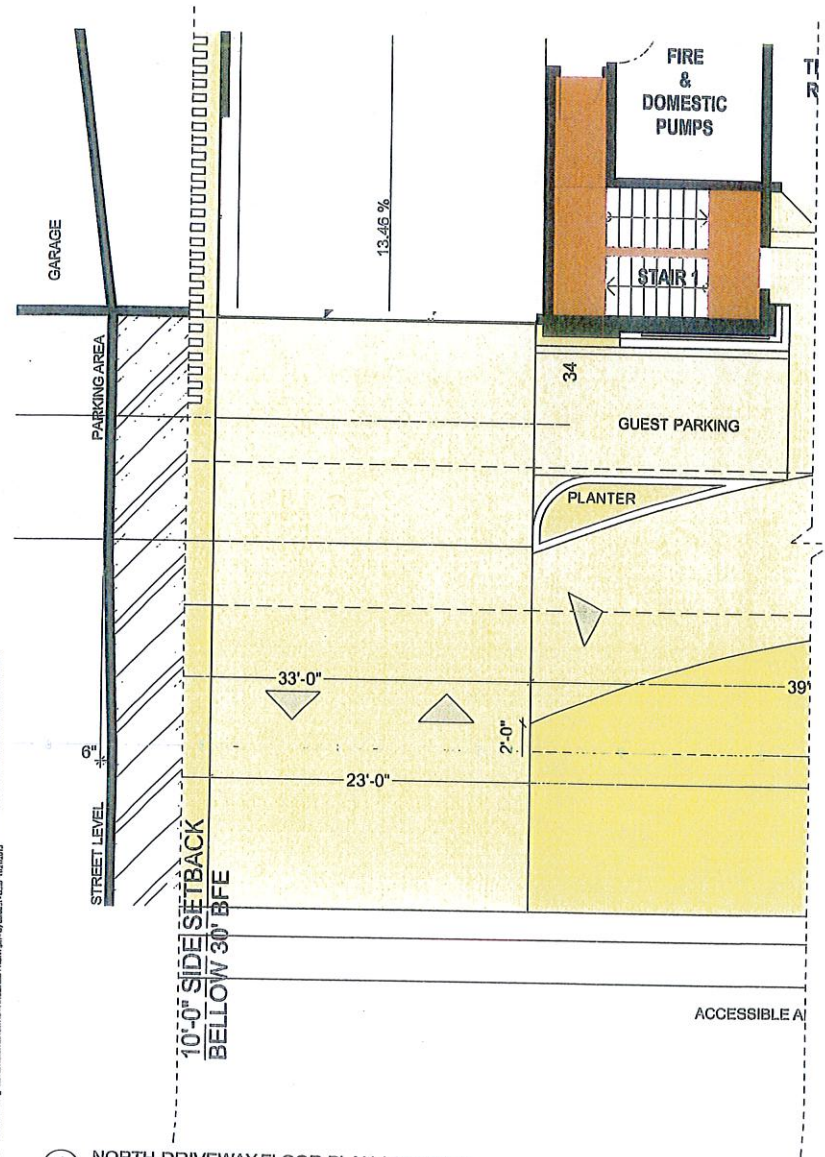
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CONSULTANTS

Date:
11/18/2018
Drawing:
AD
Checked by:
LGR
Scale:
As Shown
Project No.:
1818

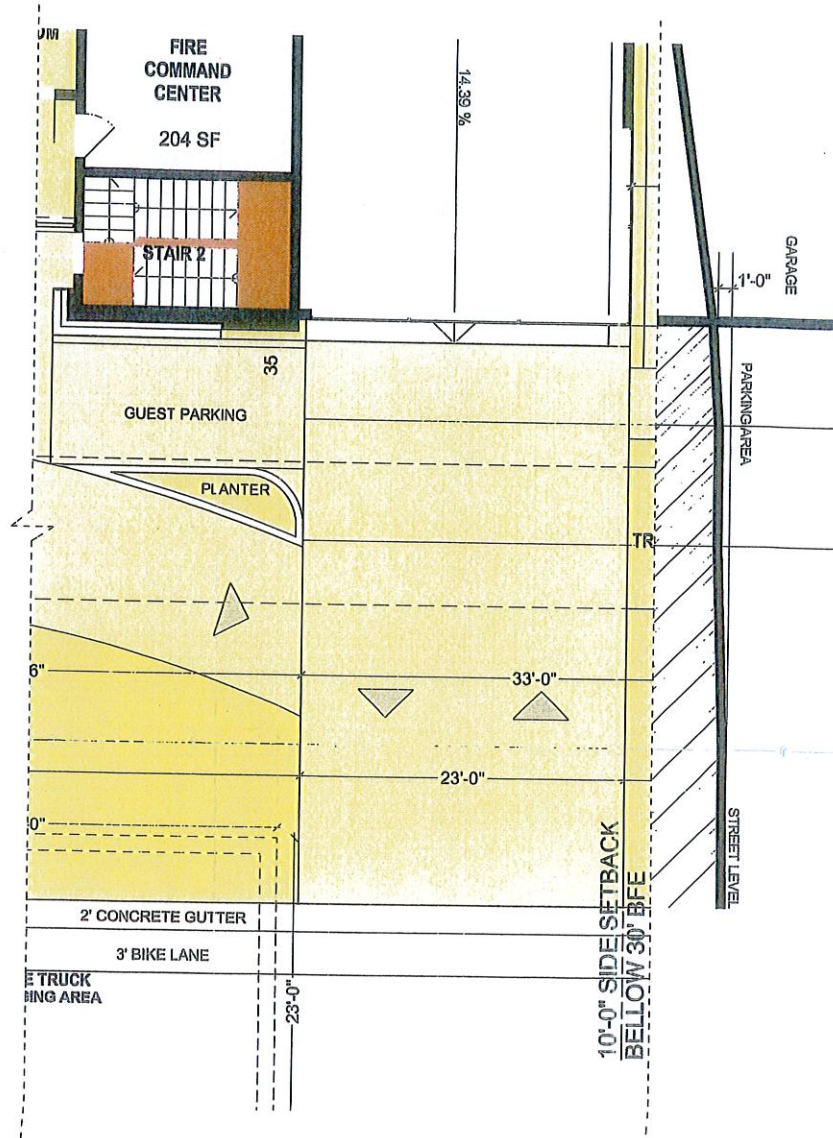
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1 NORTH DRIVEWAY FLOOR PLAN / SECTION

SCALE 1/8" = 1'-0"



2 SOUTH DRIVEWAY FLOOR PLAN / SECTION

SCALE 1/8" = 1'-0"

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DESIGNED BY

Lisa O. Revuelta
ARCHITECT
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NEW YORK, NY 10003

OWNER INFORMATION

SH SOUTH
ISLAND LLC
16551 NE 85th
Avenue, Suite 1011
Aventura, Florida,
33160

SCHEMATIC
DESIGN

Peter P. Revuelta

CONSULTANTS

DATE

11/18/2019

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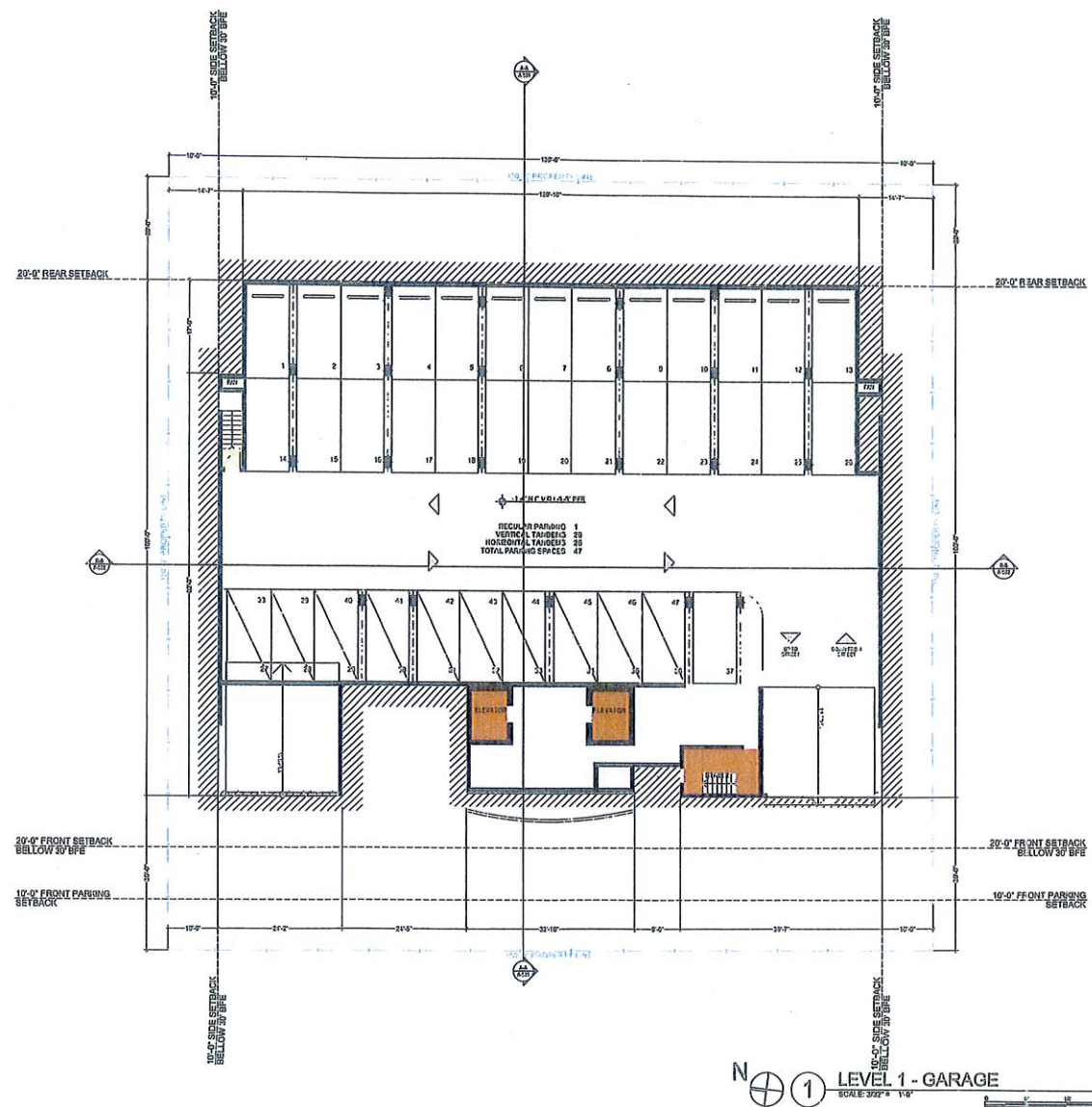
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Atlanta
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DESIGNED BY
Luis O. Revuelta
ARCHITECT

DESIGN BY

Luis O. Revuelta
ARCHITECT
PROJECT

LA BOUTIQUE
1000 1st Avenue, Suite 1000, Miami, FL 33132

OWNER INFORMATION

BH SOUTH
ISLANDILLO
1000 1st Avenue, Suite 1000,
Miami, FL 33132

SCHEMATIC
DESIGN

Permit Revision

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Date
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1010

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LA BOUTIQUE
5501-41 E BAY HARBOR, BAY HARBOR, FLORIDA

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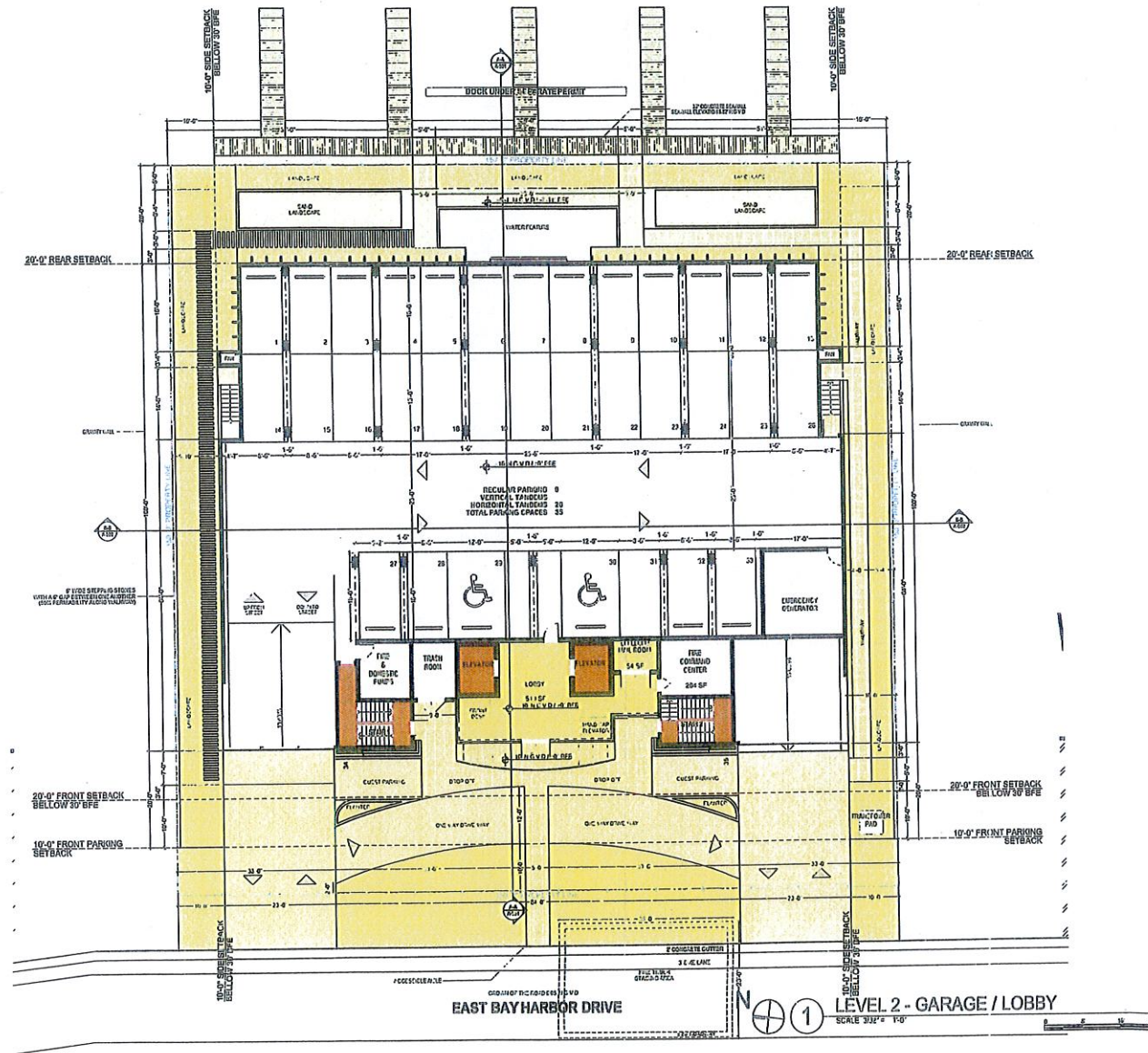
**BH SOUTH
ISLAND LLC**
15551 NE 28th
Avenue, Suite 1011,
Aventura, Florida,
33160

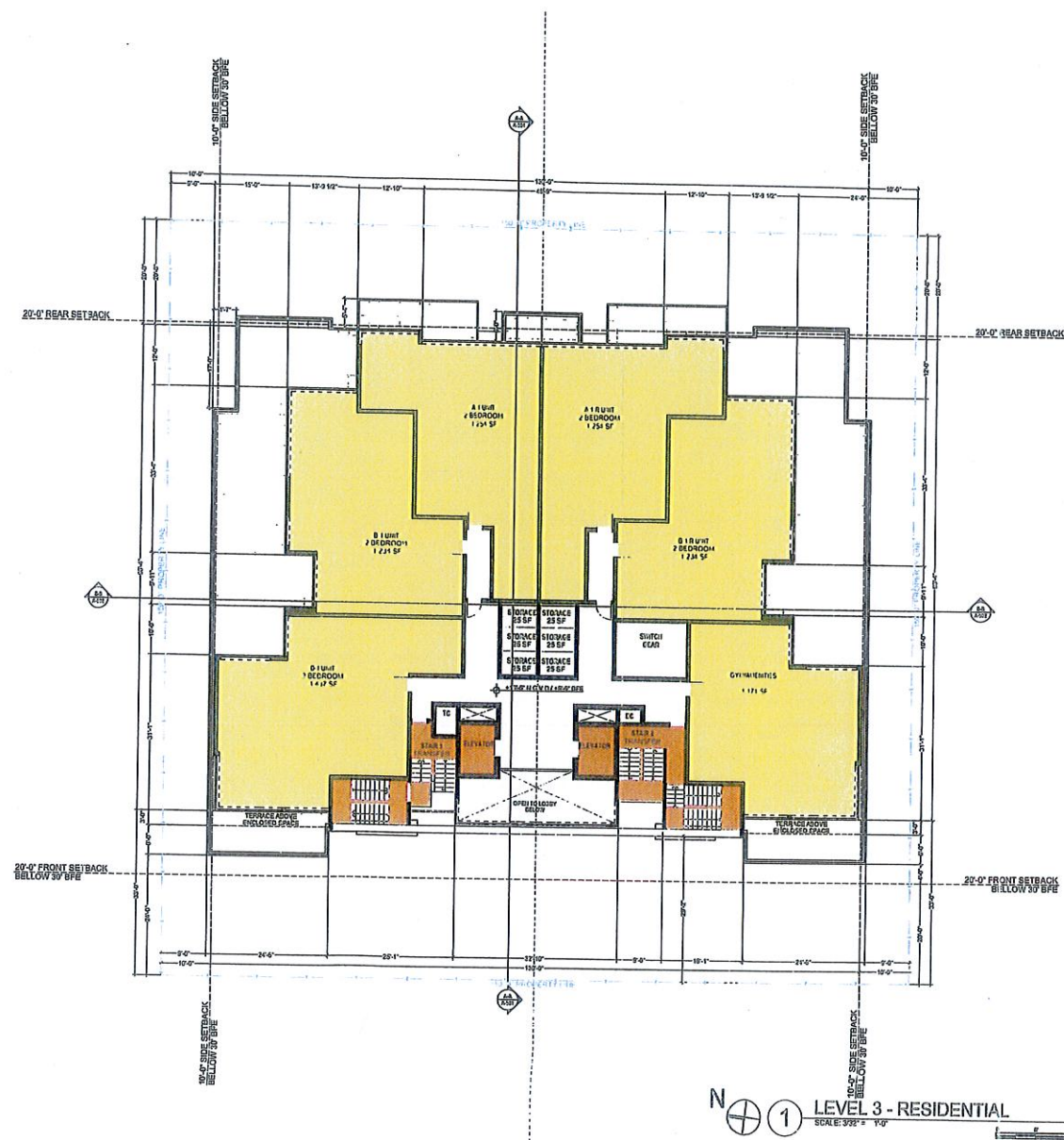
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DESIGN**

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PROJECT

III.

ART

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Aventura, FL 33184

Aventura, Florida,
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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

**SCHEMATIC
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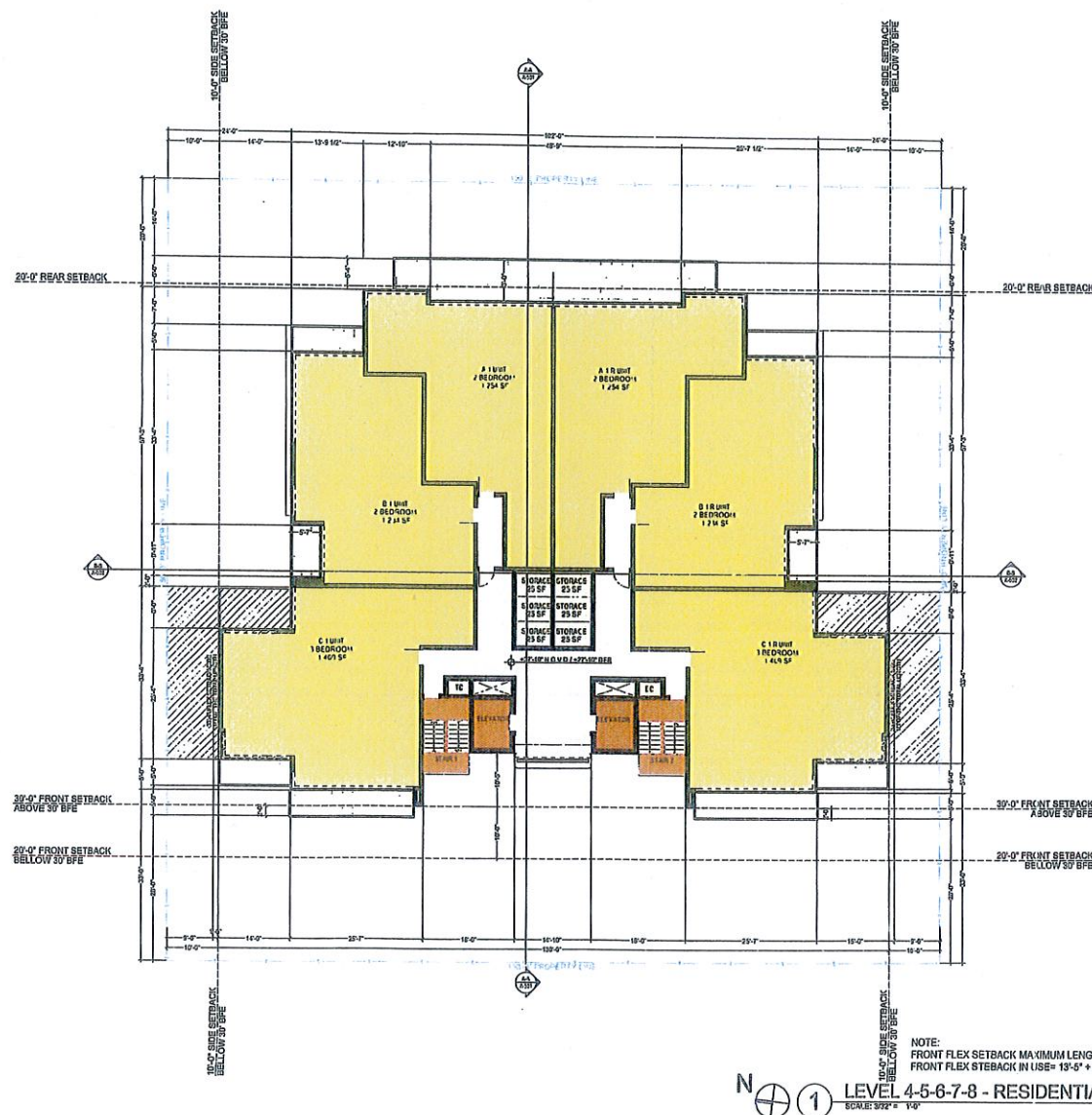
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OWNER: SH SOUTH ISLAND LLO
16851 NE 88th
Aventura, FL 33178
1 305 939 5513

DESIGNED BY

Luis O. Revuelta
AR0007872
PROJECT

LA BOUTIQUE
16851 NE 88th Aventura, FL 33178

OWNER INFORMATION

SH SOUTH ISLAND LLO
16851 NE 88th
Aventura, FL 33178
1 305 939 5513

SCHEMATIC DESIGN

Pamela Rodriguez

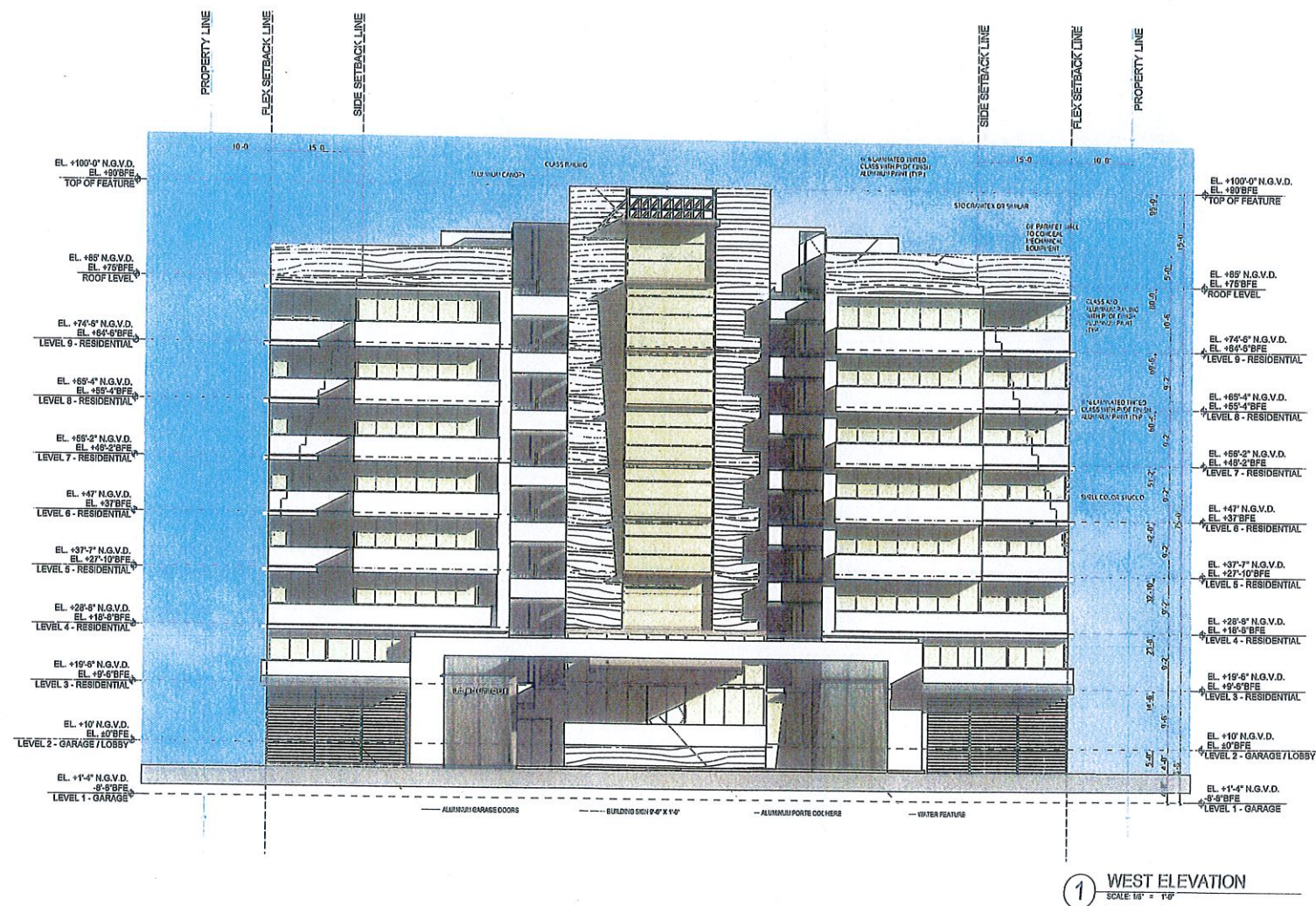
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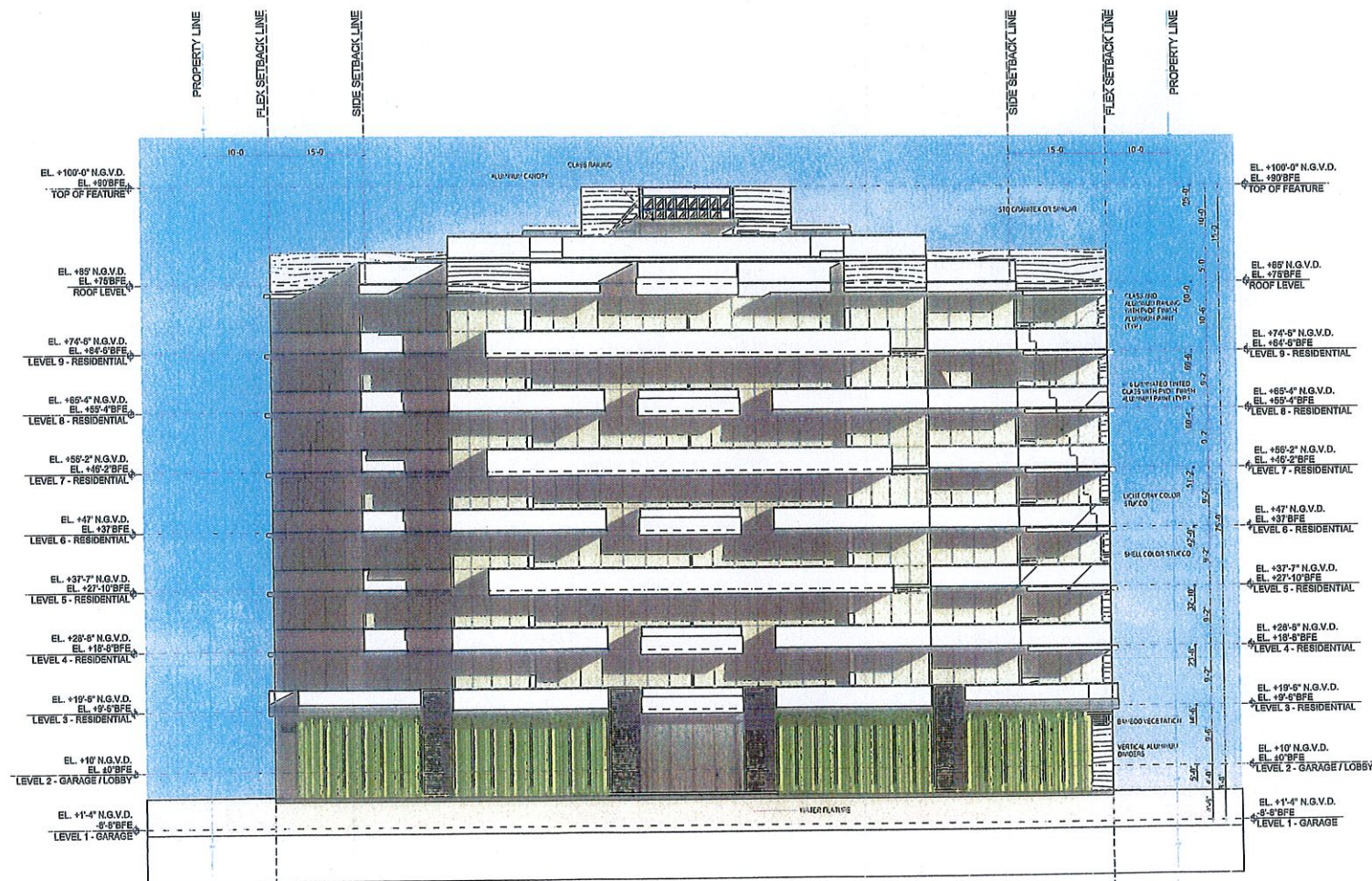
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1 EAST ELEVATION
SCALE 1/8" = 1'-0"

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Miami
Atlanta
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LA BOUTIQUE
ARCHITECTS
1881 1881

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LA BOUTIQUE
ARCHITECTS
1881 1881

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ARCHITECTS
1881 1881

OWNER INFORMATION

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Aventura, Florida,
33160

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Revuelta Architecture

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DATE

11/16/2013

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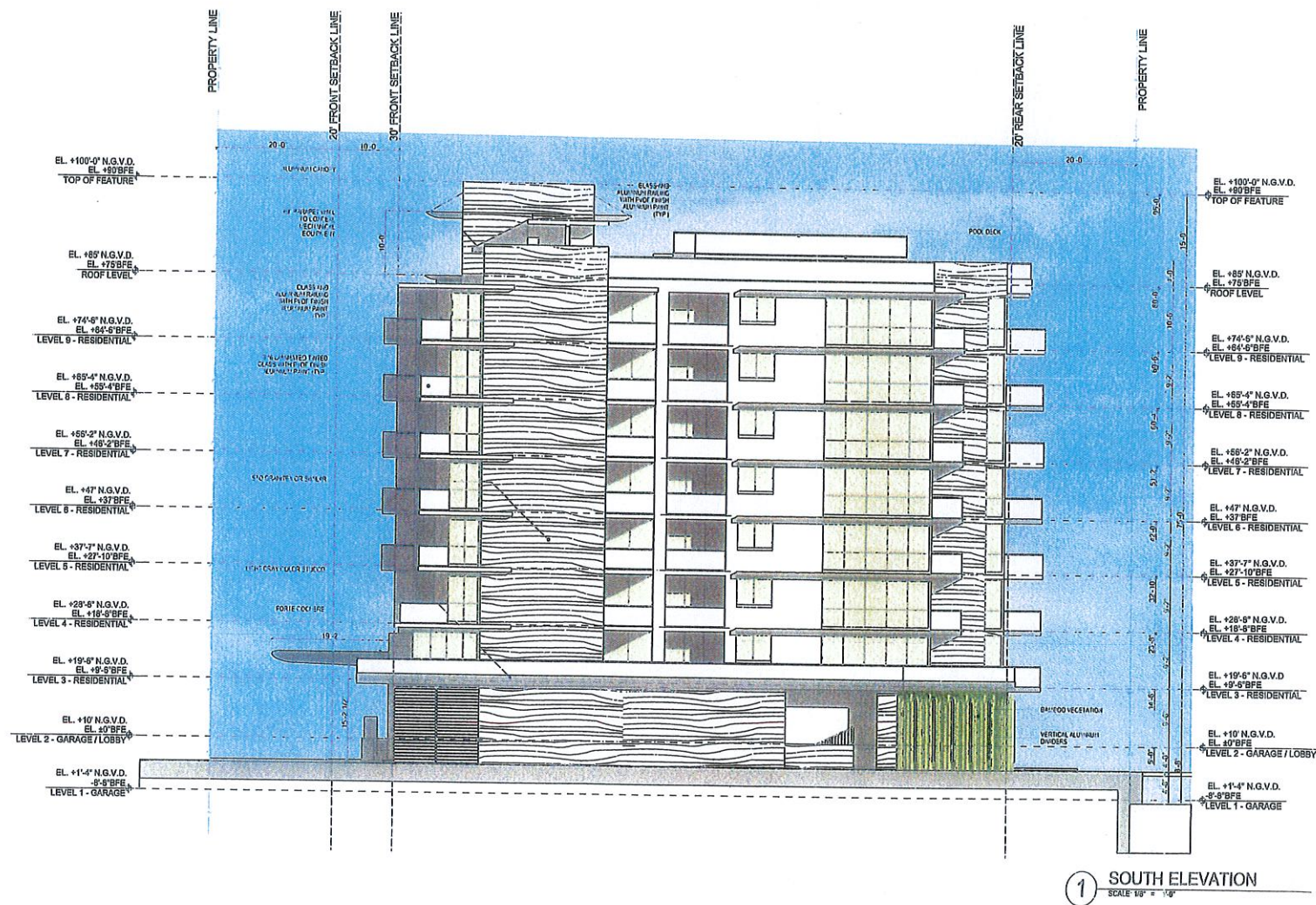
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404.425.1133
1884588133

DESIGNED BY
Luis O. Revuelta
ARCHITECT
PROJECT

LA BOUTIQUE
CENTRAL PARK, ATLANTA, GA

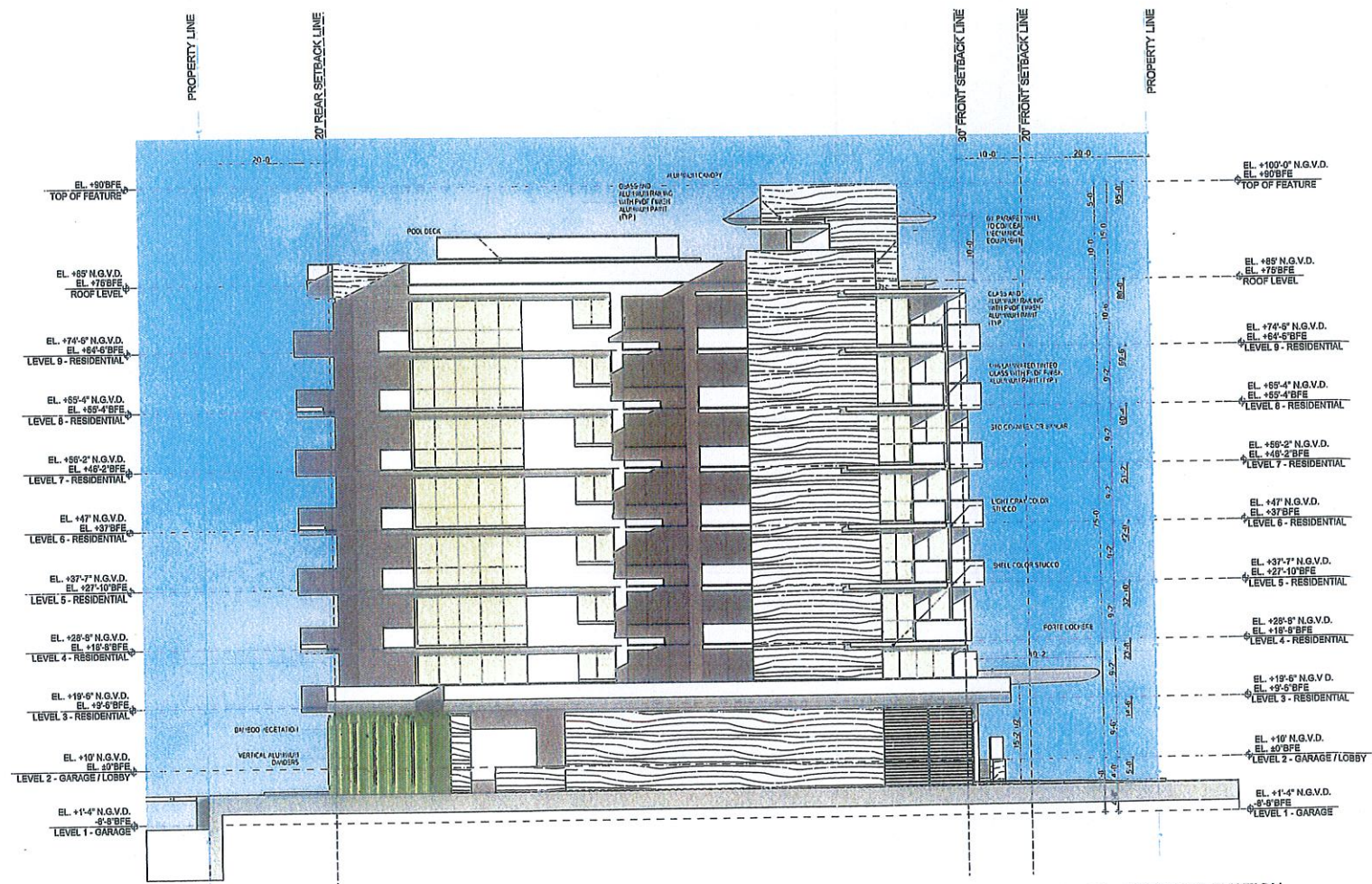
OWNER INFORMATION
BHSOUTH
ISLAND LLC
16991 N 86th
Ave, Suite 1011
Atlanta, GA 30328
SCHEMATIC
DESIGN
Penna Rodriguez

CONSULTANTS

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11/16/2018
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AD
CHECKED BY
LDR
SCALE
As Shown
PROJECT NO.
1816

A-403

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1 NORTH ELEVATION
SCALE 1/8" = 1'-0"

revuelta
architects
international

1000
Arling
San Diego, CA 92108
revuelta-architects.com

ARCHITECT
11/18/2013
11/18/2013

DESIGN BY

Luis O. Revuelta
ARCHITECT
PROJECT

LA BOUTIQUE
16881 NE 88th
Avenue, Suite 101
Aventura, Florida
33180

OWNER INFORMATION

SH SOUTH
ISLAND LLC
16881 NE 88th
Avenue, Suite 101
Aventura, Florida
33180

SCHEMATIC
DESIGN

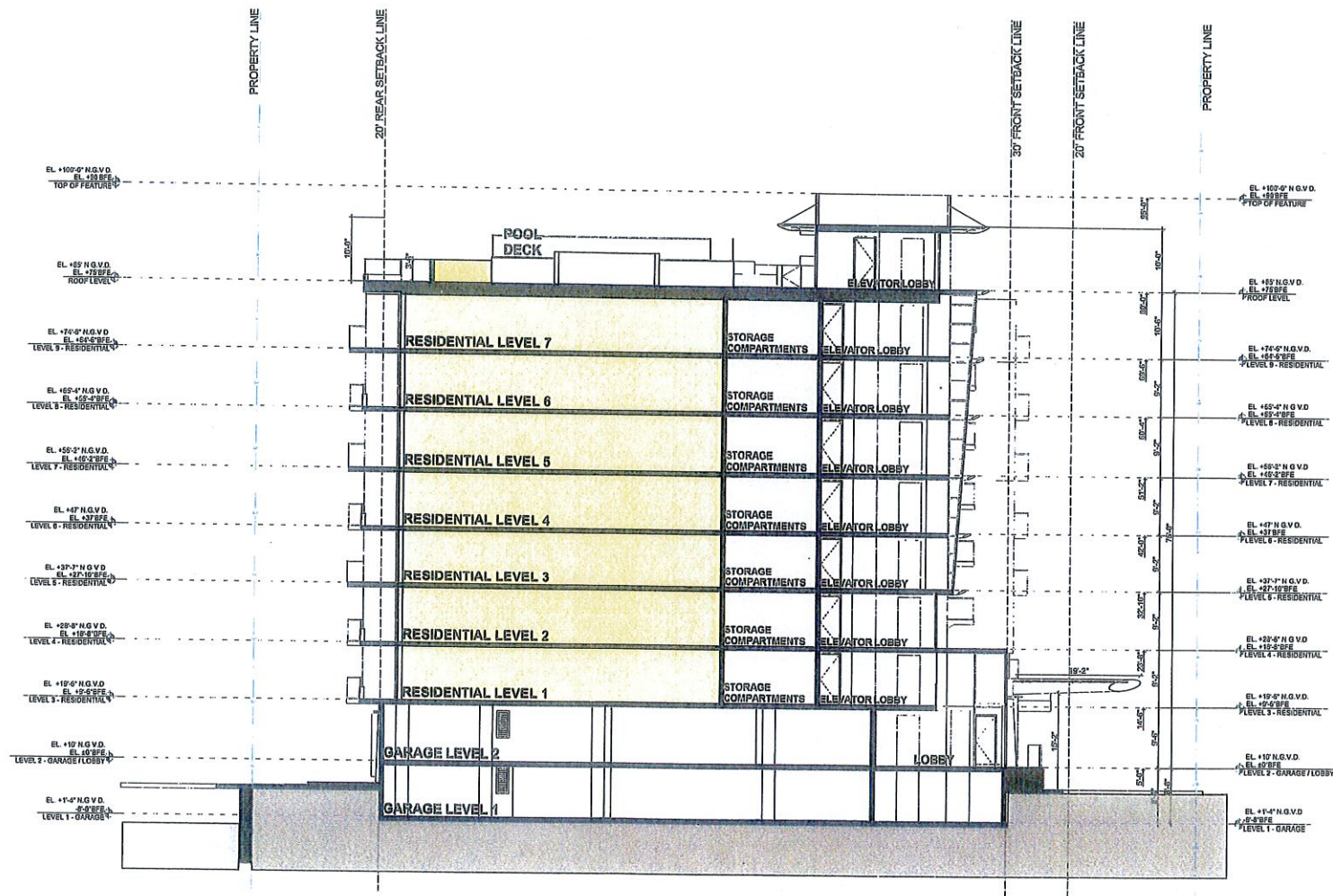
Permit Review

CONSULTANTS

Date
11/18/2013
Drawing
AD
Checked by
LOR
Scale
As Shown
Project No.
18115

A-404

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1 SECTION A-A
SCALE 1/8" = 1'-0"

revuelta
architects
international

Miami
Atlanta
Burlington, Ohio
revuelta-architects.com
2020/2021/2022
www.revuelta.com
1 800 888 8888

DESIGNED BY
Luis O. Revuelta
ARC007878
PROJECT

LA BOUTIQUE
1855 1st Avenue, Suite 101, Miami Beach, FL 33139

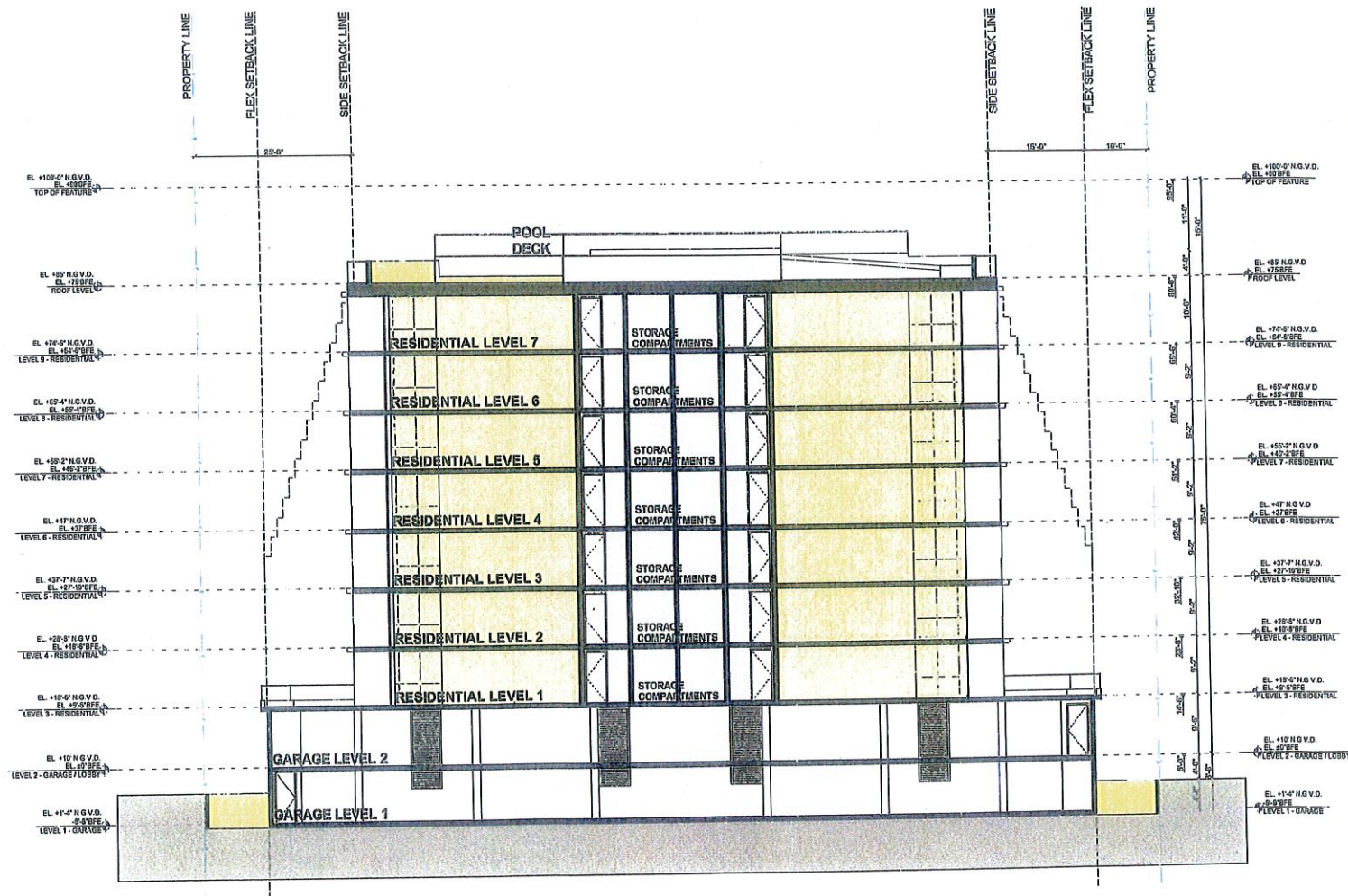
OWNER INFORMATION
SHELDON
ISLAND LLC
1855 1st Avenue, Suite 101,
Miami Beach, FL 33139
SCHEMATIC
DESIGN
Pamela Rodriguez

CONSULTANTS

DATE
11/16/2013
DRAWING
AD
CHECKED BY
LOR
SCALE
As Shown
PROJECT NO.
1848

A-501

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1 SECTION B-B
SCALE 1/8" = 1'-0"

revuelta
architecture
international

Maria
Adams
Santiago, Chile
maria@revuelta.com
022 527 1111
022 527 1112
022 527 1113
022 527 1114

DESIGNED BY
Luis O. Revuelta
ARCHITECT
PROJECT

LA BOLIQUE
16981 NE 88th
Avenue, Suite 1011
Aventura, Florida
33160

OWNER INFORMATION
SHSOUTH
ISLAND LLC
16981 NE 88th
Avenue, Suite 1011
Aventura, Florida
33160

SCHEMATIC
DESIGN
Purvis Poyden

CONSULTANTS

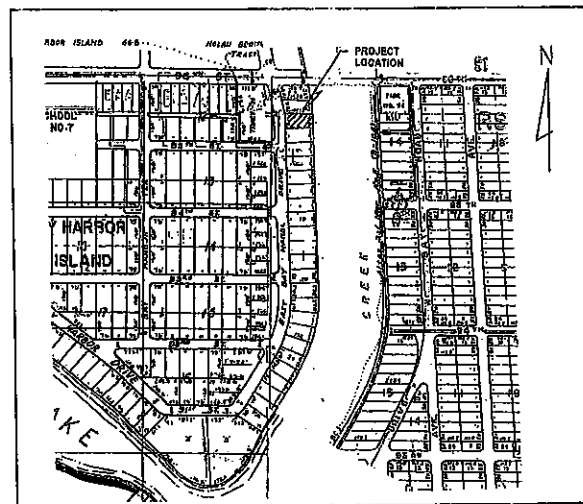
Date
11/19/2013
Drawing
AD
Checked by
LOR
Pesta
Approved
Project No.
191E

A-502

LA BOUTIQUE
AT
9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

OWNER:

SOUTH ISLAND LLC
18851 NE 29TH AVENUE, SUITE 1011
AVENTURA, FLORIDA 33180
()



LOCATION MAP

SCALE: 1" = 300'

LEGAL DESCRIPTION:

LOTS 3 AND 4, LESS THE 11 FEET TUSOCK BLOCK 1, OF "BAY HARBOR ISLAND"
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 5, OF
THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ENGINEERS:

V.S.N. ENGINEERING, INC.
CIVIL ENGINEERS

8550 N. FLAGLER STREET, SUITE 113
MIAMI, FLORIDA 33144
TEL (305) 551-6267
FAX (305) 551-4542

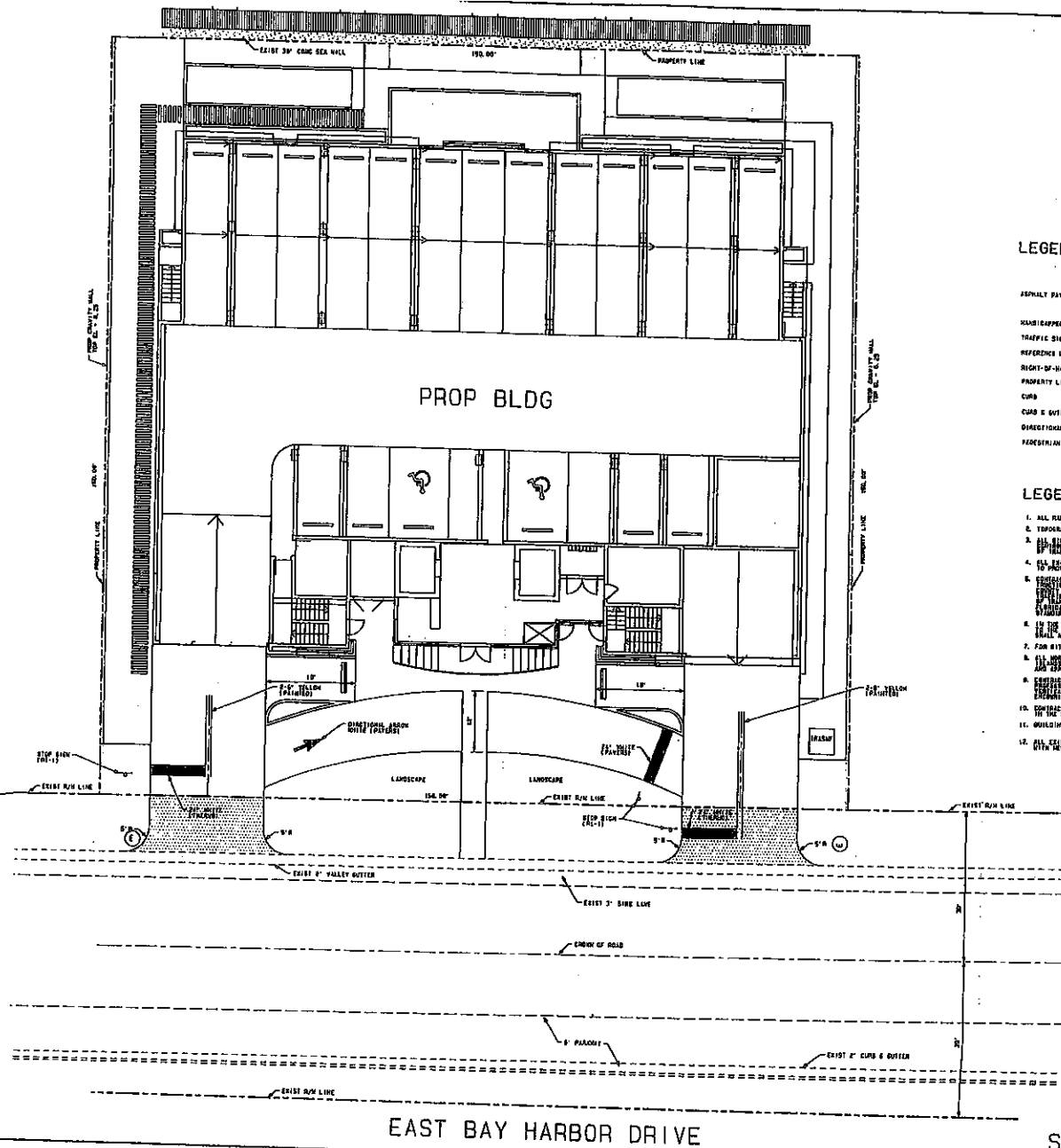
LIST OF DRAWINGS:

C-0 COVER SHEET AND LOCATION MAP
C-1 SITE AND PAVING PLAN
C-2 SITE AND PAVING DETAILS
C-3 GRADING AND DRAINAGE PLAN
C-4 GRADING AND DRAINAGE DETAILS
C-5 SEDIMENT TANK AND DRAINAGE DETAILS
C-6 SEDIMENT TANK PRESSURE RELEASE VALVE DETAILS
C-7 SITE UTILITIES PLAN

RODOLFO J. VARGAS
PE # 35548

CERTIFICATE OF AUTH. # 5829
dated: AUGUST 21, 2013
and ref: 13021-10

C-0



LEGEND:

EXISTING	PROPOSED
ASPHALT PAVEMENT	
REASSEMBLED PAVING SPACES	
TRAFFIC SIGN	
REFERENCE LINE	
RIGHT-OF-WAY LINE	
PROPERTY LINE	
CURB	
CURB & GUTTER	
DIRECTIONAL ARROW	
PEDESTRIAN RAMP	

LEGEND:

1. ALL NOTES ARE TO FACE OF CURB.
2. TOPOGRAPHIC PROVIDED BY R. HINDELL, INC. LAND SURVEYORS.
3. ALL NOTES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF PRACTICE" PUBLISHED BY THE AMERICAN SOCIETY OF CIVIL ENGINEERS.
4. ALL EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
5. EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
6. EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
7. FOR SITE PLAN DETAILS SEE SHEET C-2.
8. ALL NOTES ARE TO FACE OF CURB.
9. EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
10. EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
11. EXISTING UTILITIES SHALL BE SHOWN AND DELETED BY THE OWNER.
12. ALL NOTES ARE TO FACE OF CURB.

SCALE: 1" = 10'

SITE AND PAVING PLAN

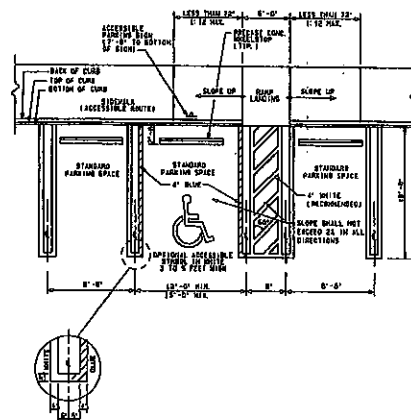
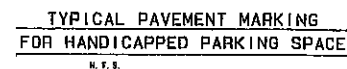
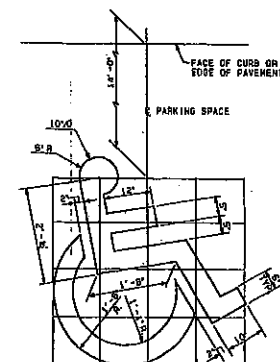
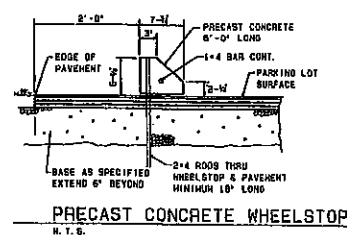
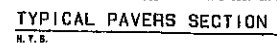
LA BOUTIQUE
AT
9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

NO.	DATE	REVISION/ISSUE
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8		
9		
10		
11		
12		

RODOLFO J. VARGAS
PE # 38648

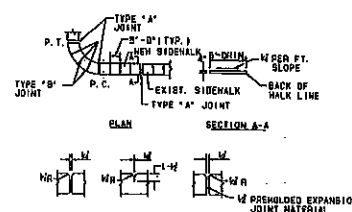
Opening

C-1

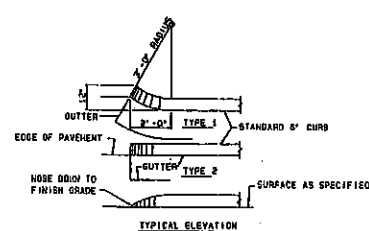


NOTE: ALL PAYMENT MARKINGS ARE WHITE
PAINTED UNLESS OTHERWISE NOTED

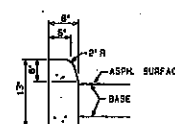
TYPICAL STALL MARKINGS



CONCRETE SIDEWALK
H. T. 9.

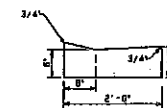


STANDARD CURB NOSING
N.T.S.

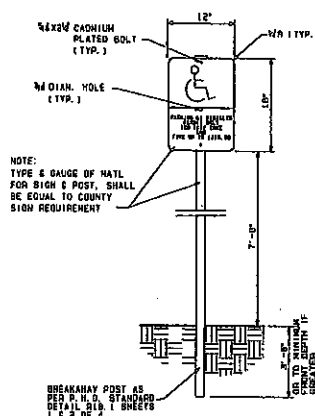


TYPE "D" CURB

TO BE USED AT CURB RADIUS RETURN



DRIVEWAY CURB
N.T.S.



HANDICAPPED
SIGN DETAIL
N.T.S.

- NOTES**
1. ALL LETTERS ARE 1" SERIES "C" PER N.U.T.C.D.
 2. TOP PORTION OF SIGN SHALL HAVE A HIGHLY REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND & BORDER.
 3. BOTTOM PORTION OF SIGN SHALL HAVE A HIGHLY REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER.
 4. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
 5. HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (N.U.T.C.D.)

NOTE:
CONTRACTOR SHALL VERIFY ALL THE REQUIRED
INFORMATION NECESSARY AT EACH SIGN
WITH LOCAL AUTHORITIES PRIOR TO
PURCHASING.

SITE AND PAVING DETAILS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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VS

LA BOUTIQUE

T

9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

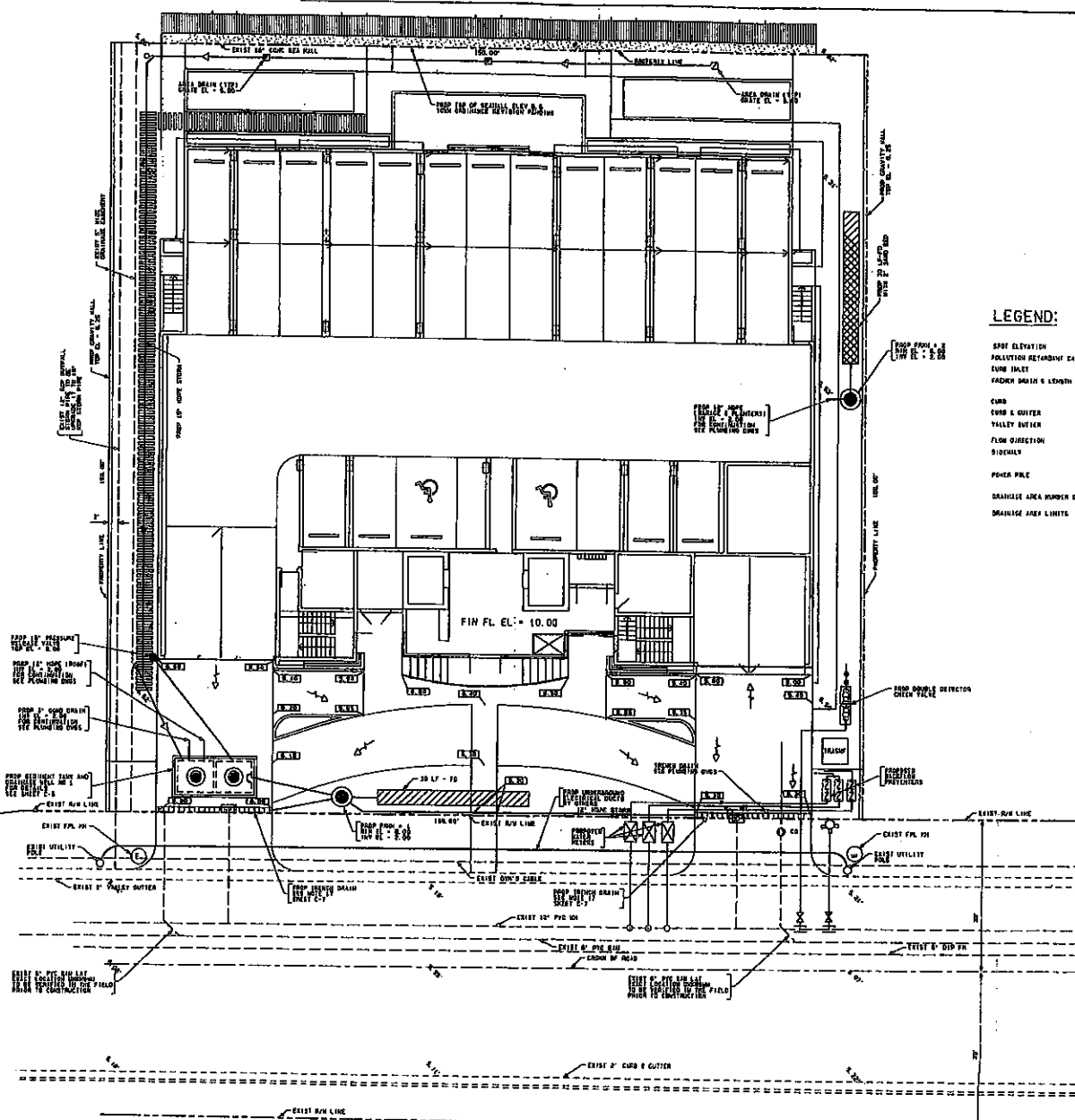
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designed	R. VARGAS
drawn	H. BERRATE
checked	L. BERRATE
approved	R. VARGAS
proj no	13001-01
scale	AS SHOWN
date	AUG 19, 2013
cad ref	13001-12

RODOLFO J. YARGAS
PE # 35548

drawing

C-2



LEGEND:

SPOT ELEVATION
SOLUTION RETARDANCE/ EATCH BASIN
EURE INLET
FADREN DRAIN & LENGTH

CURB
CURB & GUTTER
VALLEY GUTTER
FLOW DIRECTION
SIDEWALK

POWER POLE

DRAINAGE AREA NUMBER & ACREAGE
DRAINAGE AREA LIMIT

$Z = 1.7$
 $\text{Reyn: } 1^{\circ} \times 10^6$

SCALE: 1" = 10'

EAST BAY HARBOR DRIVE

GRADING AND DRAINAGE PLAN

V S N

CERTIFICATE OF AUTH #5529

CIVIL

- LAND DEVELOPMENT
- TRAFFIC AND TRANSPORTATION

6550 N. FLAKLER ST. SUITE 113, MIAMI, FLORIDA 33144

TEL. (305) 591-9267 FAX (305) 591-4542

e-mail: vanfeng@engr.cba

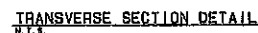
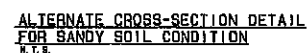
LA BOUTIQUE
AT
9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

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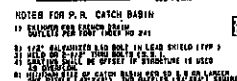
designed	L. SERRATE
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VANDAS
proj no	13021-01
scale	1" = 10'
date	NOV 21, 2013
cas ref	13021-13

RODOLFO J. VARGAS
PE - 35048

drawing
C-3



- NOTE:
1. FRENCH DRAIN TO BE IN ACCORDANCE WITH DICK COUNTY STANDARD DETAILS ED-1.1 LATEST REVISION MARCH 12, 1982.
 2. MESH PLASTIC FILTER FABRIC AT EACH SLOPE, TOP AND BOTTOM) SHALL BE USED IN ADDITION TO FILTER AREA.
 3. HATCH ABOVE THE BALLAST ROCK WITH-CLASH WATER AFTER ROCK HAS BEEN PLACED TO THE PROPOSED ELEVATION TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR, AND ADDITIONAL BALLAST ROCK TO REBUMP ROCK TO THE PROPER ELEVATION IN ACCORDANCE WITH THE DETAILS.
 4. FOR PERFORATED PIPE JOINT ARE TO BE GASKETED, BUT NOT DASKETED.
 5. FOR SLOPE DETAILS SEE THIS SHEET



POLLUTION RETARDANT CATCH BASING DETAIL
N.I.S.



DRAINAGE NOTES:

1. All design data shall conform with the best information available at the time of preparation of the contract documents.
2. It is the responsibility of the Engineer to protect all existing structures from damage during construction.
3. The Contractor shall be responsible for obtaining all permits required by local, state or federal agencies.
4. All structures shall be constructed in accordance with the specifications and drawings.
5. The Contractor shall provide adequate drainage facilities for the project.
6. The Contractor shall maintain access to adjacent properties at all times.
7. The Contractor shall be responsible for obtaining all necessary insurance coverage.
8. The Contractor shall be responsible for obtaining all necessary bonds.
9. The Contractor shall be responsible for obtaining all necessary permits.
10. The Contractor shall be responsible for obtaining all necessary approvals.

e	n	g	i	n	e	e	r	i	n	g
---	---	---	---	---	---	---	---	---	---	---

VSZ

LA BOUTIQUE

AT
9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLO

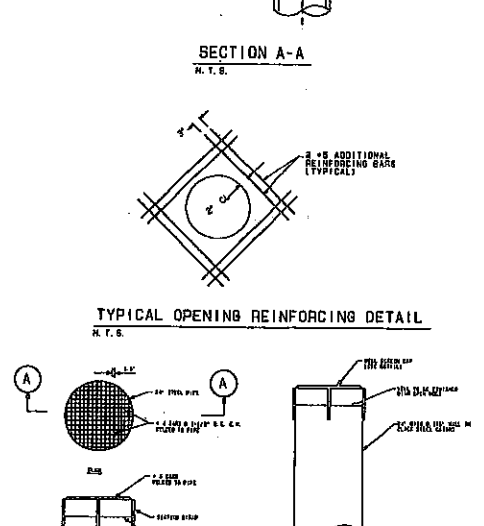
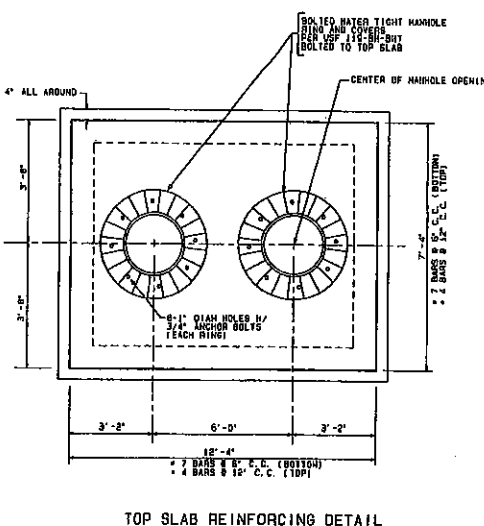
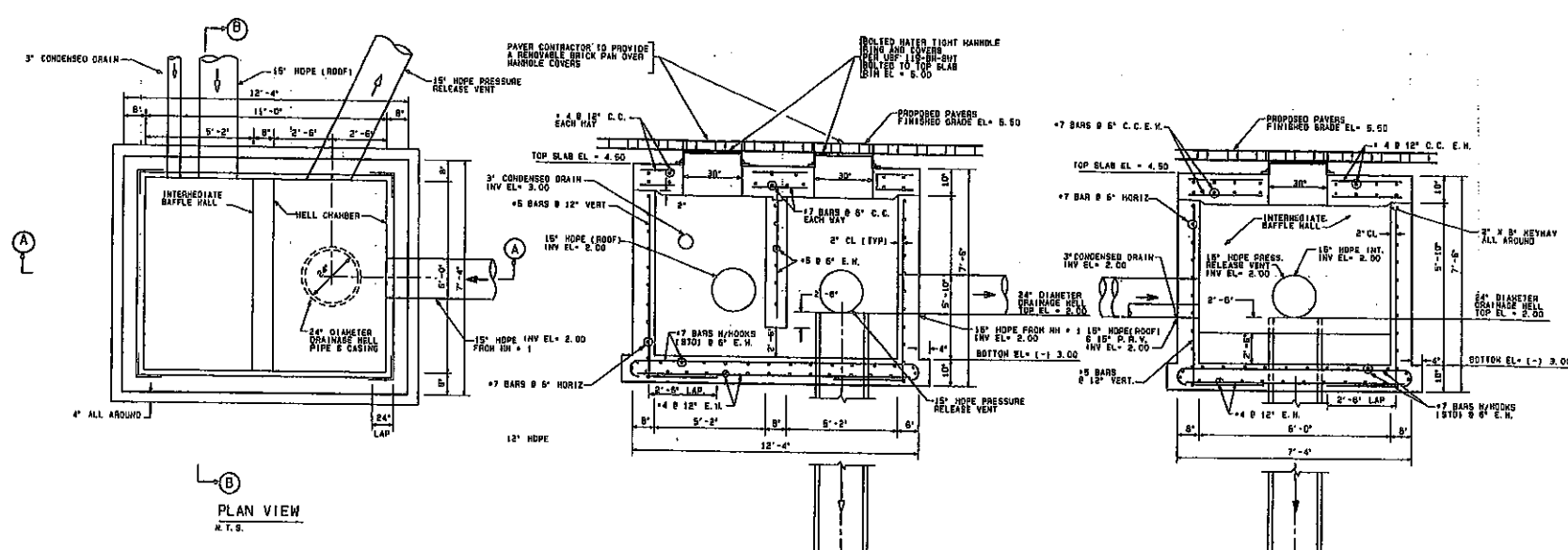
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designed	L. SERRATE
drawn	H. SERRATE
checked	L. SERRATE
approved	A. YARGAS
proj no	13021-01
scale	AS SHOWN
date	AUG 21, 20
cad ref	13021-15

RODOLFO J. VARGAS
PE # 35040

drawing

C-4



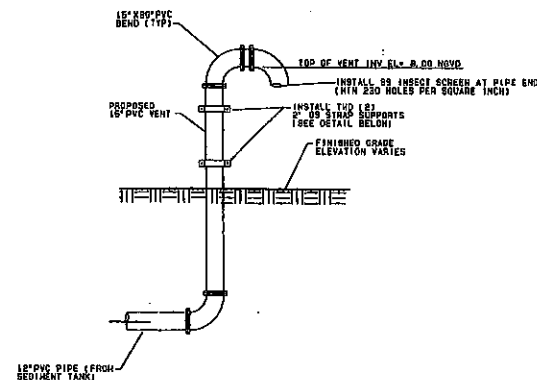
- NOTES:
1. CLASS 3 CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. NO CHLORIDES ARE PERMITTED IN CONCRETE.
 2. STEEL TO BE NEW BARS IN ACCORDANCE WITH ASTM A-615, GRADE 60.
 3. NO INFLUENT PIPES SHALL BE CONNECTED TO WELL CHAMBER.
 4. PROVIDE SHOP DRAWINGS OF SEDIMENT TANK FOR APPROVAL BEFORE FABRICATION. THIS SHALL INCLUDE HANDBOOK FRAME AND COVER.
 5. PRECAST OPTION IS ACCEPTABLE. CONTRACTOR MUST SUBMIT SHOP DRAWINGS STORED AND SEALED BY A STRUCTURAL ENGINEER TO PROJECT MANAGER FOR APPROVAL BY ENGINEER.
 6. SEDIMENT TANK SHALL BE DESIGNED TO WITHSTAND H-20 LOADING.
 7. CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE WELL GRILLER MANUFACTURER THAT THE GRILLER IS DESIGNED TO WITHSTAND DISCHARGE CAPACITY OF 100 GPM. CONTRACTOR SHALL BE NOTIFIED FOR FINAL INSPECTION OF THE SEDIMENT TANK AND DRAINAGE WELL PRIOR TO ACCEPTANCE. TANK SHALL BE COMPLETELY DRAINED PRIOR TO FINAL INSPECTION.
 8. PROPOSED DRAINAGE WELLS ARE NOT INTENDED TO BE USED FOR DETERMINING OPERATIONS DURING CONSTRUCTION.

SEDIMENT TANK AND DRAINAGE WELL NO 1 DETAILS

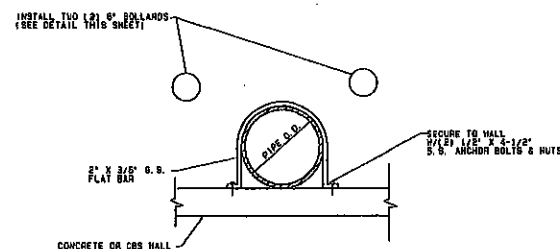
DESIGNED BY: R. VARGAS DRAWN BY: M. SERRATE CHECKED BY: L. SERRATE APPROVED BY: R. VARGAS DATE: 12/21/21 SCALE: AS SHOWN DATE: AUG 21, 2013 CAD REF: 13021-LB	
REGULATED BY: R. VARGAS FE # 35548	
DRAWING C-5	

LA BOUTIQUE AT 9541 EAST BAY HARBOR DRIVE TOWN OF BAY HARBOR ISLANDS, FLORIDA

NO DATE REVISION/ISSUE



VENT ELEVATION DETAIL



VENT SUPPORT DETAIL

PRESSURE RELIEF VENT DETAIL
N. T. S.

SEDIMENT TANK
PRESSURE RELEASE VENT DETAIL

DESIGNED	BY	DATE
CHECKED	BY	DATE
APPROVED	BY	DATE

LA BOUTIQUE

LA BOUTIQUE

AT
9541 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

no	date	revision/issue

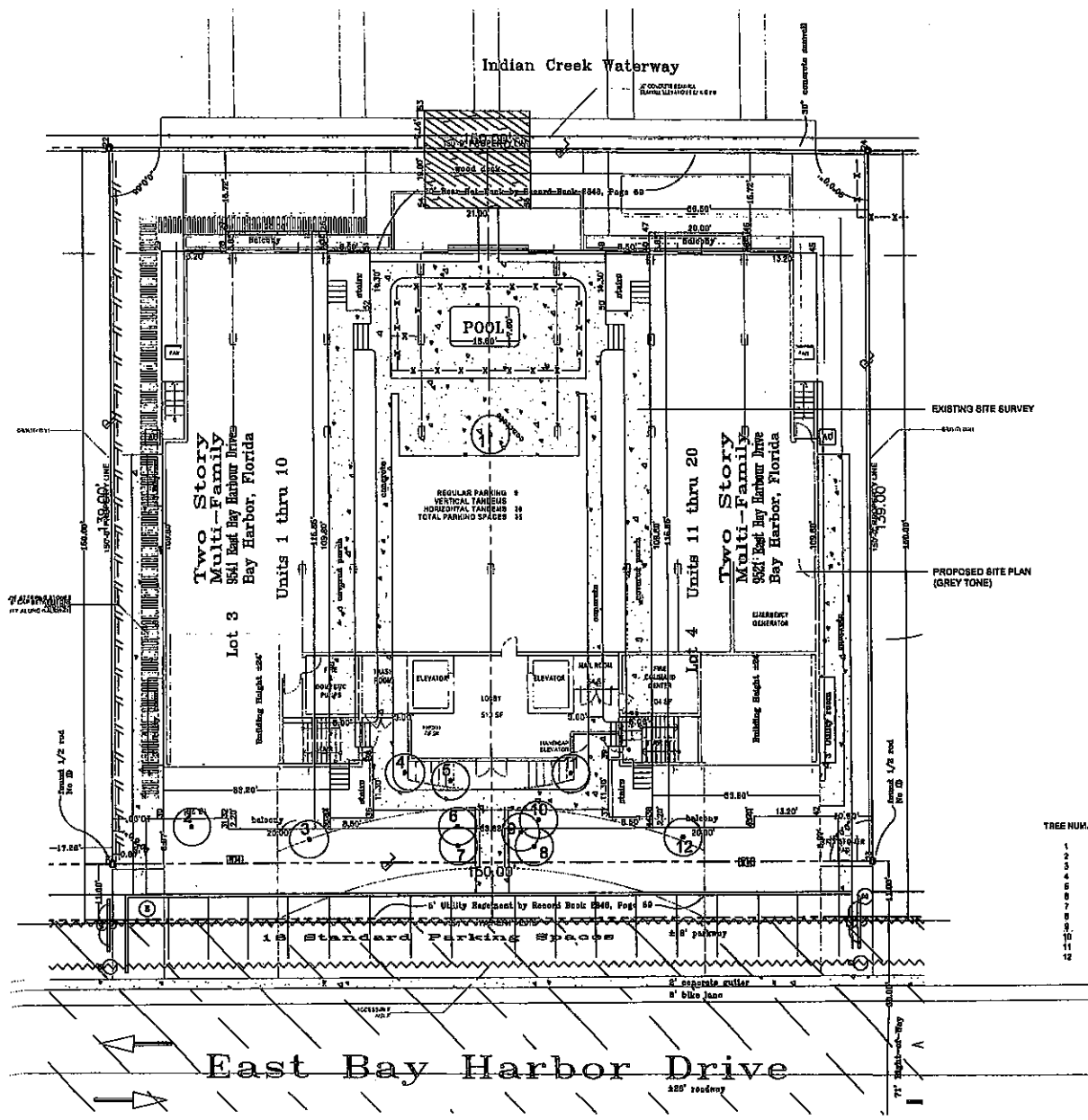
DESIGNED R. VARGAS
DRAWN H. SERRATE
CHECKED L. SERRATE
APPROVED R. VARGAS
PROJ. NO 13021-01
SCALE AS SHOWN
DATE AUG 21, 2013
CND REF 13021-16

RODOLFO J. VARGAS
PE # 35506

DRAWING

C-6

CIVIL
LAND DEVELOPMENT
TRAFFIC AND INFRASTRUCTURE
6550 N. FLORISSANT BLVD.
TAMPA, FLORIDA 33614
TEL. (813) 935-1500 FAX (813) 935-1502
E-MAIL: info@vargasing.com

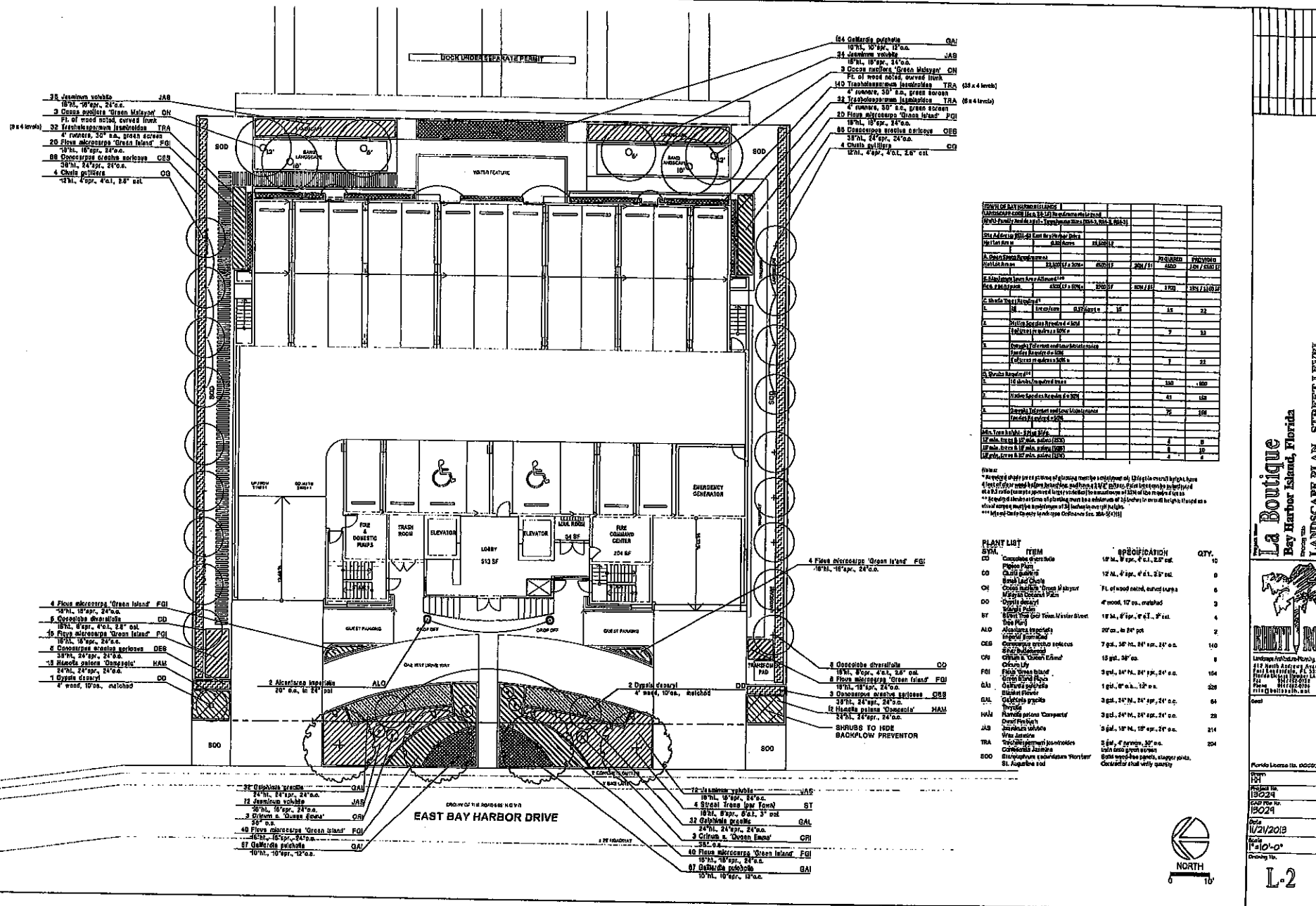


8281-41 BAY HARBOR ISLAND TREE DISPOSITION LIST									
TREE NUM.	BOTANICAL NAME	COMMON NAME	C.D.N.	HEIGHT	SPREAD	CONDITION	DISPOSITION		
				FEET	FEET				
1	Dysoxylum	Arecas Palm	10	12	8	Fair	Remove		
2	Roystonea	Coconut Palm	12	12	12	Fair	Remove		
3	Psychoporus macarthurii	Macarthur Palm (triple)	9	24	12	Fair	Remove		
4	Psychoporus macarthurii	Macarthur Palm (triple)	8	30	12	Fair	Remove		
5	Psychoporus elegans	Macarthur Palm	4	10	8	Fair	Remove		
6	Livistona chinensis	Chinese Fan Palm	10	12	10	Fair	Remove		
7	Livistona chinensis	Chinese Fan Palm	10	12	10	Fair	Remove		
8	Livistona chinensis	Chinese Fan Palm	10	12	10	Fair	Remove		
9	Livistona chinensis	Chinese Fan Palm	10	12	10	Fair	Remove		
10	Livistona chinensis	Chinese Fan Palm	10	12	10	Fair	Remove		
11	Psychoporus macarthurii	Macarthur Palm (double)	6	30	10	Fair	Remove		
12	Psychoporus macarthurii	Macarthur Palm (double)	6	30	10	Fair	Remove		



La Boutique
Bay Harbor Island, Florida
Tree Disposition Plan

Florida License No. 00029503
11/21/2018
10'-0"
L-1



La Boutique
Bay Harbor Island, Florida
Phone 725
LANDSCAPE BY AN STREET & ESTATE

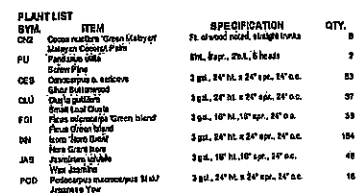


RHETT & ROSS
Landscape Architecture Firm
212 North Anderson Ave.
Fort Lauderdale, FL 33304
Florida State University
Box 16000
Tallahassee, FL 32317
Phone 904/462-0706
rhett@bellsouth.net

Genl

Florida License No. 13024
 Project No.
 13024
 CAD File No.
 13024
 Date
 11/21/2013
 Scale
 1"=10'-0"
 Drawing No.

L-2



La Boutique
Bay Harbor Island, Florida
Landscape Plan - Deck Level



Landscape Architecture Firming
452 North Andrews Ave.
Fort Lauderdale, FL 33304
Florida License Number LA
Fax 954/467-9122
Phone 954/467-9106
rel@bellatl.com

Florida 1000000 (b) (2)(c)

111

16.

19924
220 The No.

15024

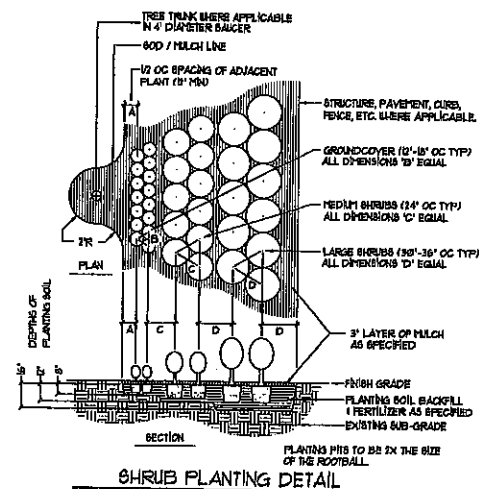
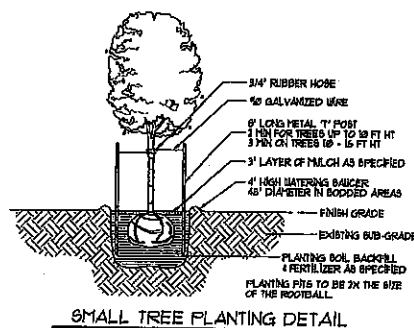
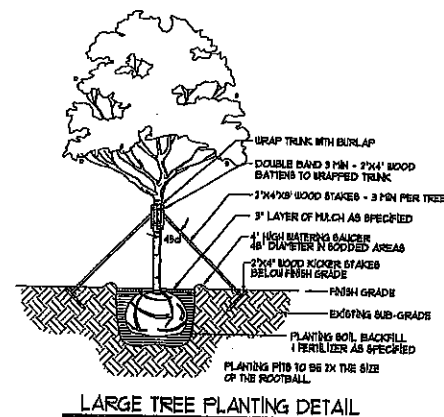
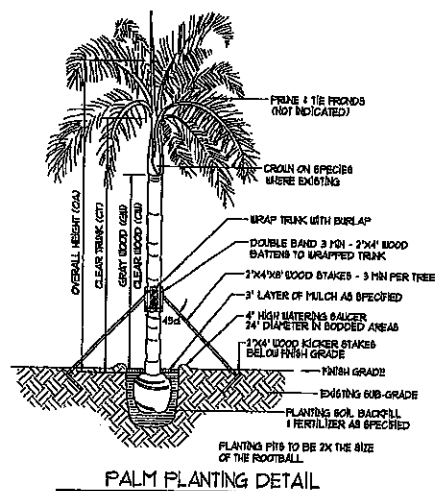
11/21/2019

$$I'' = \begin{vmatrix} 0' & 0' \end{vmatrix}$$

Drawing No.

11-3

L3



PLANT NOTES

1. ALL PLANTS TO BE FLORIDA NO. 1 GRADE OR BETTER
2. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
3. ALL LANDSCAPE AREAS TO RECEIVE 100% IRRIGATION COVERAGE WITH A MINIMUM 50% OVERLAP BY AN AUTOMATIC IRRIGATION SYSTEM. SYSTEM SHALL INCLUDE A RAIN SENSOR DEVICE. USE OF NONPOTABLE WATER SHALL BE USED FROM A RUST FREE SOURCE.
4. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS. DISCREPANCIES OCCUR BETWEEN THE PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO OVERRIDE THE PLANT LIST IN ALL CASES.
5. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
6. ALL SHRUB AND GROUND COVER BEDS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN AND SET IN A PERPENDICULAR LINE WHEN ABUTTING FAYMENT OR BUILDINGS.
7. ALL TREES AND PALMS TO BE STAKED AND GUYED AS INDICATED ON DETAILS.
8. ALL PLANTING AREAS TO RECEIVE 3" LAYER OF GRADE B SHREDDED EUCALYPTUS MULCH. TOP OF MULCH SHALL BE 2" BELOW ANY ADJACENT FAYMENT.
9. ALL PLANT MATERIAL TO BE BACKFILLED WITH 50% MUCK / 50% SAND PLANTING MIXTURE.
10. FERTILIZER SHALL BE APPLIED AS PER MANUFACTURERS RECOMMENDATIONS AS FOLLOWS:

800	8-8-8
ANNUALS / GROUND COVER	OSMOCOTE SIERRA BLEND 14-14-14
SHRUBS, TREES, PALMS	AGROFORM 20-10-5 - TABLETS
11. ALL 800 SHALL BE LAID ON ONE INCH DEPTH OF TOPSOIL.
12. ALL EXISTING TREES TO REMAIN SHALL RECEIVE A MIN 8" MULCH RING.
13. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON THREE SIDES WITH APPROVED HEDGE.
14. ALL TREES PLANTED ADJACENT TO OVERHEAD POWER LINES SHALL CONFORM TO PPL "RIGHT TREE RIGHT PLACE" GUIDELINES.
15. LANDSCAPE SHALL NOT OBSCURE FIRE HYDRANTS OR STANDPIPES.
16. ALL EXISTING TREES ON SITE IN THE VICINITY OF NEW CONSTRUCTION SHALL BE PROTECTED. SEE TREE PROTECTION DETAIL.

La Boutique
Bay Harbor Island, Florida



Florida License No. 62550

Drain
HH

Project No.
19071

10024
CAD 7/10/10

13029 _____

11/21/2018

Scale
1 2 3 4 5 6 7 8 9 10

NOTE

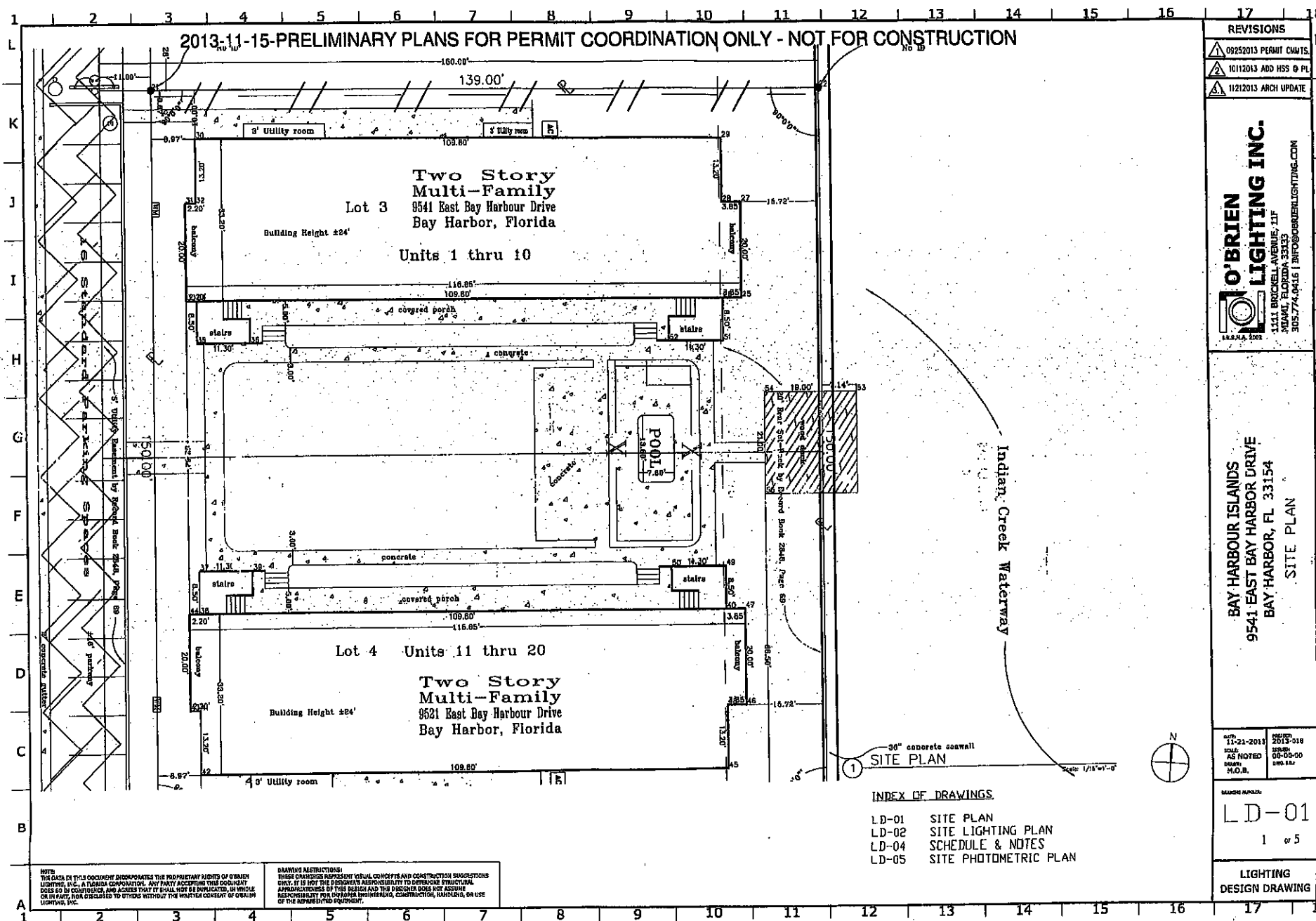
17

PL

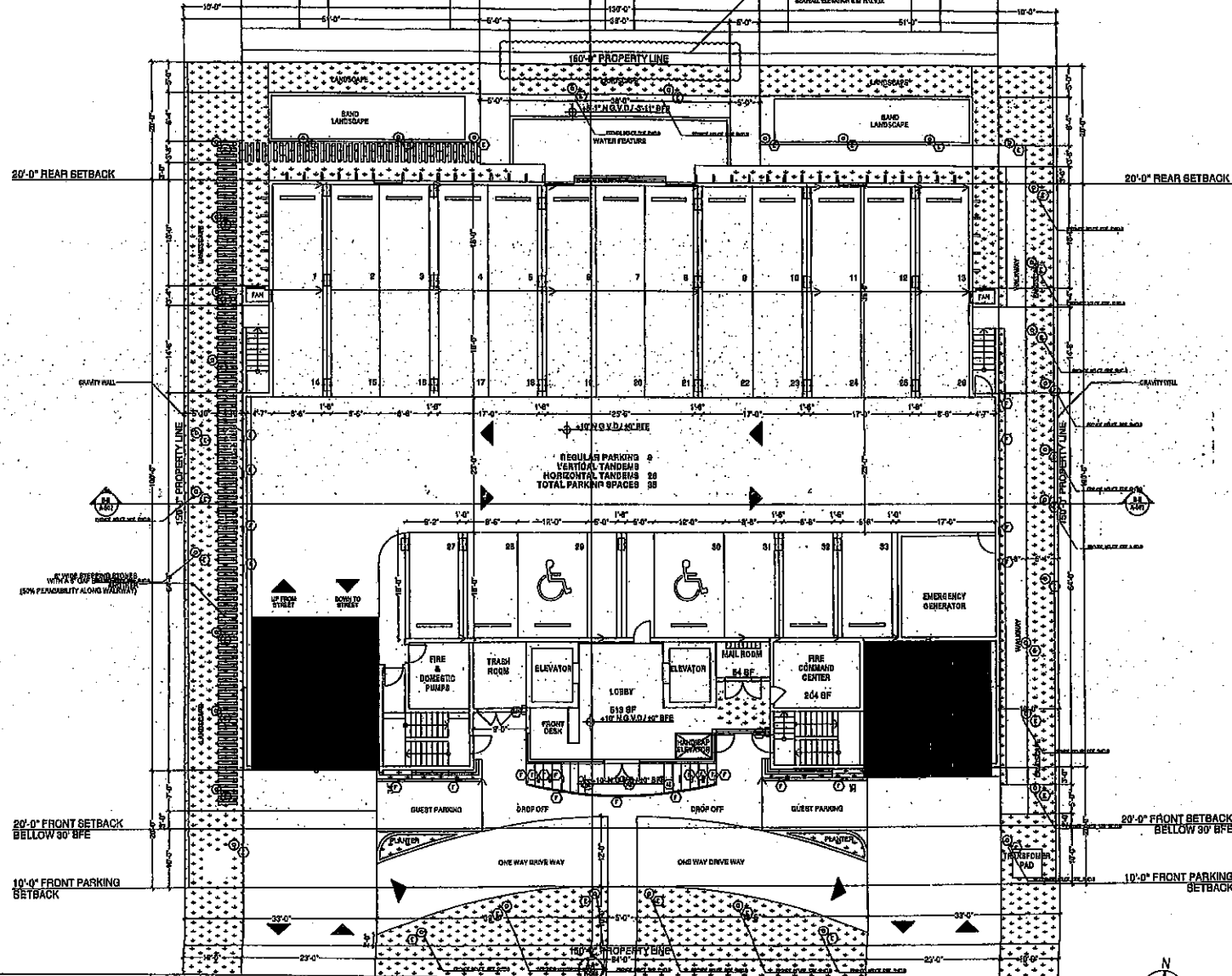
15-7

1

10



2013-11-15-PRELIMINARY PLANS FOR PERMIT COORDINATION ONLY - NOT FOR CONSTRUCTION



1 SITE LIGHTING PLAN

Scale: 1/8"=1'-0"

REVISIONS	
08252013	PERMIT CHNGS
10112013	ADD HSS @ PL
11212013	ARCH UPDATE

O'BRIEN LIGHTING INC.
1311 BRICKELL AVENUE, 11F
MIAMI, FLORIDA 33133
305-774-0416 | INFO@OBRIENLIGHTING.COM

BAY HARBOUR ISLANDS
9541 EAST BAY HARBOR DRIVE
BAY HARBOR, FL 33154
SITE LIGHTING PLAN

DATE: 11-21-2013
SCALE: AS NOTED
DRAWN: N.O.B.

REVISION: 2013-018
DATE: 08-10-00
BY: N.O.B.

LD-02

2 of 5

LIGHTING
DESIGN DRAWING

NOTES:
THE DATA IN THIS DOCUMENT INDICATES THE PROPOSED RIGHTS OF EMINENT DOMAIN, ETC. A FURTHER CONSTRUCTION. ANY PARTY ACCEPTING THIS DOCUMENT DOES SO AT THEIR OWN RISK AND AGENCY THAT IT SHALL NOT BE REPRODUCED, IN WHOLE OR IN PART, FOR PURPOSES TO OTHERS WITHOUT THE WRITTEN CONSENT OF O'BRIEN LIGHTING, INC.

DRAWING RESTRICTIONS:
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2013-11-15-PRELIMINARY PLANS FOR PERMIT COORDINATION ONLY - NOT FOR CONSTRUCTION

GENERAL NOTES

1. THE INFORMATION HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF MIAMI'S PERMITTING REQUIREMENTS FOR LIGHTING. THE INFORMATION IS FOR PERMIT COORDINATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION IS NOT TO BE USED FOR CONSTRUCTION.
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LIGHTING FIXTURE SCHEDULE									
NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL	WATTAGE	VOLTS	PHASE	REMARKS
1	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
2	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
3	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
4	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
5	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
6	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
7	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
8	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
9	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
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12	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
13	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
14	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
15	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
16	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
17	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE
18	100' WIDE LIGHT FIXTURE - 100' WIDE LIGHT FIXTURE	1	EA	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE	100' WIDE LIGHT FIXTURE

REVISIONS

09252013 PERMIT CHGTS.

10122013 ADD HSS & PL

11212013 ARCH UPDATE

O'BRIEN LIGHTING INC.

1111 BRICKELL AVENUE, 11F

MIAMI, FLORIDA 33133

305.774.0415 | INFO@OBIENLIGHTING.COM

U.S.S.A., 2012

BAY HARBOUR ISLANDS

9541 EAST BAY HARBOR DRIVE

BAY HARBOR, FL 33154

SCHEDULE & NOTES

DATE: 11-21-2013

SCALE: AS NOTED

BY: M.C.B.

PROJECT: 2013-018

REVISED: 00-00-00

DATE: 11-21-2013

LD-04

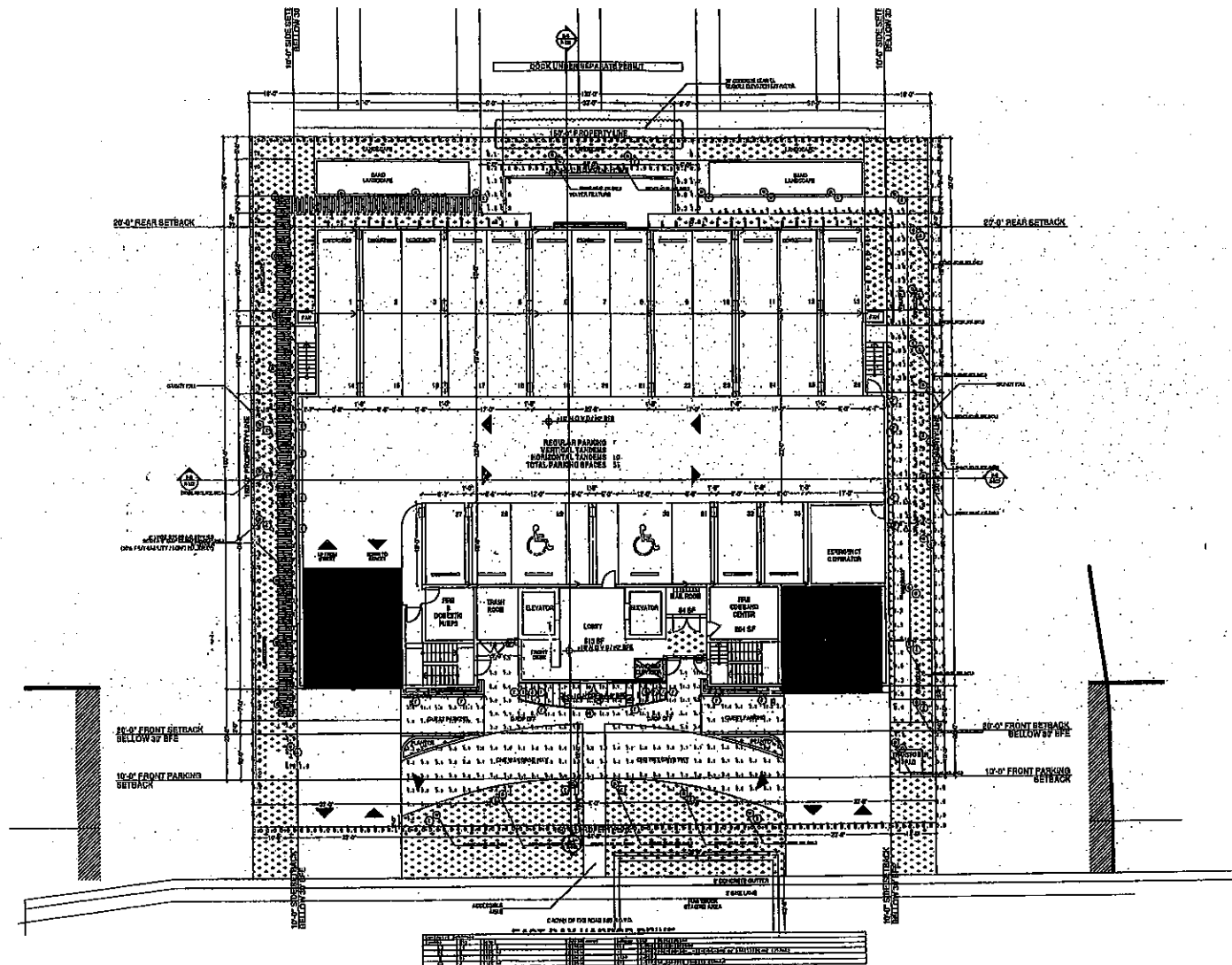
4 of 5

LIGHTING DESIGN DRAWING

NOTE: THIS DRAWING IS FOR PERMIT COORDINATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION IS NOT TO BE USED FOR CONSTRUCTION.

DRAWING INSTRUCTIONS: THESE DRAWINGS REPRESENT VISUAL CONCEPTS AND CONSTRUCTION SUGGESTIONS ONLY. IT IS NOT THE DESIGNER'S RESPONSIBILITY TO DETERMINE STRUCTURAL APPROPRIATENESS OF THESE DESIGN AND THE DESIGNER DOES NOT ASSUME RESPONSIBILITY FOR WORKMANSHIP, CONSTRUCTION, HANDLING, OR USE OF THE REPRESENTED EQUIPMENT.

2013-11-15-PRELIMINARY PLANS FOR PERMIT COORDINATION ONLY - NOT FOR CONSTRUCTION



① SITE PHOTOMETRIC PLAN

Scale: 3/32"=1'-0"

REVISIONS
09/25/2013 PERMIT CHMYS
10/11/2013 ADD HSS & PL
11/21/2013 ARCH UPDATE



BAY HARBOUR ISLANDS
9541 EAST BAY HARBOR DRIVE
BAY HARBOR, FL 33154
SITE PHOTOMETRIC PLAN

DATE 11-21-2013	NOTES 2013-01-18
SCALE AS NOTED	REVISION 01-20-13
BY N.O.B.	CHKD N.O.B.

DRAWING NAME:
LD-05
5 of 5

LIGHTING
DESIGN DRAWING

NOTE:
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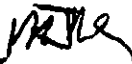
NO.	DESCRIPTION	DATE	BY	CHKD
1	LD-05 SITE PHOTOMETRIC PLAN	11/21/2013	N.O.B.	N.O.B.

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

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

To: Marlene Maranta - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson - Town Manager
Craig Sherman, Esq. - Town Attorney
Frank Simone, Esq. - Asst Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: April 3rd, 2015

Subject: La Boutique - 41 DU Multifamily Residential Development
9521-9541 East Bay Harbor Drive
TDR Donor Request - Public from Town-Owned Pool
Bay Harbor Islands Acct. No. MB2013-142
MMPA Acct. No. 01-0702-0974

ISSUE

The Town's Planning and Zoning Board approved a Site Development Plan for the above 41 DU redevelopment project on December 3rd, 2013. The subject site was entitled to 18 DU via the 34 DUA base density. Therefore, the developer is required to acquire an additional 23 DU via the Town's TDR system. The developer has already acquired 18 TDR units from Cambridge Townhouse Condo (approved December 2nd, 2013) and is seeking to acquire the remaining 5 TDR units needed from the Town.

OPTIONS / ACTIONS

Review the contents of this staff report and, if the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire five (5) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request. In this instance the applicant will need to acquire the additional 5 TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$47,500) for a waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop

**Bay Harbor Islands
La Boutique – Public TDR Request
Staff Report
April 3rd, 2015
Page 2**

an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval.

This project includes forty-one (41) residential units (78.8 DUA) which is a greater than the 70 DUA permitted for this zoning district. This application was made prior to the enactment of the density limits; the Town Attorney has opined any such project is subject to the Zoning Code criteria in effect when the application is made.

At the April 7th, 2014 Town Council meeting a Resolution was adopted setting a 50% "rule" (50% private TDRs first / 50% public TDR second) for TDR units assigned to projects. This was meant to secure the few remaining Town-owned TDR units over a longer period of time, since there is a large number of privately owned TDR units.

In the earlier years of the Town's TDR program (2004-06+/-) about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront sites and \$45,000 for non-waterfront sites, which was based on actual

**Bay Harbor Islands
La Boutique – Public TDR Request
Staff Report
April 3rd, 2015
Page 3**

real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva).

Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to a perceived increase in development activity the Town requested the original appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since April 2011. **The current Town-owned TDR values set by Resolution in September 2014 are \$47,500 for waterfront sites and \$40,000 for non-waterfront sites.**

In the last 3 years+/- there have been several Town-owned TDR allocations approved by the Town Council. As of 09/08/14 our records note the Town has now sold 201 of the 330 available Town-owned TDR units (east island multi-family area). Of the contracts to sell the TDR units, 132 TDR units are for waterfront sites and 69 are for non-waterfront sites. There have also been several "sales" of TDR units approved by the Town from private property owners. Our records reflect these private "sales" total 115 TDR units from private parties to date. Some have been approved by the Town but not closed as yet.

SUMMARY

The Town's Planning and Zoning Board approved a Site Development Plan for the 41 DU La Boutique redevelopment project on December 3rd, 2013. The subject site was entitled to 18 DU via the 34 DUA base density. Therefore, the developer is required to acquire an additional 23 DU via the Town's TDR system. The developer is seeking to acquire the remaining TDR units from the Town. Eighteen (18) TDR units have already been acquired from Cambridge Townhouse Condo (approved December 2nd, 2013). This application is for five (5) Town-owned TDR units.

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$47,500 per DU matches the current value for non-waterfront sites set by the Town Council. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire five (5) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request. In this instance the applicant will need to acquire the additional 5 TDR units from private property owners.

If the Town Council approves the request of allocating 5 TDR units at \$47,500 each, the total value would be \$237,500.

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward. TDR units cannot be "banked" by a party. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted. MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within a specified time period, the TDR units revert back to the Town-owned pool.

Michael Miller Planning Associates, Inc.

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 17.

ITEM: Approval of Change Orders # 1, 2 and 3 in the total amount of \$90,172.00, in favor of M & J Construction. All Change orders are associated with the impact caused by the Rockstar vessel on December 2, 2014. Enclosed are the Change Orders and cost details associated with each Change Order.

DESCRIPTION:

At the September 22nd 2014, the Town Council approved the Contract award to M&J Construction in the amount of \$11,467,614.18. The Notice to proceed was subsequently issued and the official start date was February 2nd 2015.

All three Change Orders are associated with the damage caused to the bascule bridge as a result of the impact with the vessel on December 2nd 2014.

The value of Change Order # 01 is \$2,532.00. This work was to perform a pull out test on the trunnion pedestal anchors to determine if they became loose after the impact. The test has already been performed and the anchors have been found to be in good condition.

The value of Change Order # 02 is for \$7,640.00. The work was to perform shimming of the existing span locks to reduce the movement at the tips. When the impact occurred, the alignment of the bascule leaves were affected and the shims were removed to enable the locks to be driven to allow vehicular traffic. As a result, the movement at the tips was significant and given the quantity of truck traffic, it was deemed unsafe to allow this condition to continue unabated. The work was performed on March 18th.

The value of Change Order # 03 is \$80,000.00. This work is associated with heat straightening the damaged structural members on the east leaf of the bascule bridge. This work is time critical and, if approved, will be performed by M&J during the work already scheduled. The Engineer of Record, Hardesty and Hanover, LLP has recommended that this work be performed.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Change Orders 1 and 2 in the amount of \$90,172.00. Approval to include an appropriation from Causeway Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Change Order # 01	Change Order # 1.pdf
2.	Damaged Girder Photos	Main Girder Photos.pdf
3.	Tim Noles Email	Tim Noles Email.pdf
4.	Change Order # 02	Change Order # 02.pdf
5.	Change Order # 03	Heat Straightening.pdf

Change Order

No. 001

Date of Issuance: February 10, 2015

Effective Date: February 10, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Perform anchor pull test on all accessible trunnion pedestal anchors to confirm the integrity of each anchor and the embedment within the surrounding concrete.

Attachments (list documents supporting change):

1. BHI Approval e-mail.
2. Authorization to Proceed & changes to proposed procedure.
3. M&J proposal to perform Anchor Pull Test.
4. E-mail from Hardesty & Hanover (EOR) with recommendations to be performed on bridge following a December 2014 incident.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$ N/A

Contract Price prior to this Change Order:

\$ 11,467,614.18

[Increase] [Decrease] of this Change Order:

\$ 2,532.00

Contract Price incorporating this Change Order:

\$ 11,470,146.18

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11 Feb 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 13 Feb 2015

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



RE: Transmittal 217-014 - Anchor Pull Tests Proposal Letter

Ronald J. Wasson

to:

abanz@hardesty-hanover.com

02/09/2015 11:03 AM

Cc:

Randy Daniel

Hide Details

From: "Ronald J. Wasson" <rwasson@bayharborislands.net>

To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>

Cc: Randy Daniel <rdaniel@bayharborislands.net>

History: This message has been replied to.

Al,

Please move ahead. I would like to attend the test to see what they actually do if that could be accommodated.

Thanks Ron

Ronald J. Wasson

Town Manager

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Office - 305-866-6241

Fax - 305-866-4863

rwasson@bayharborislands.net

From: abanz@hardesty-hanover.com [<mailto:abanz@hardesty-hanover.com>]

Sent: Monday, February 09, 2015 10:00 AM

To: Randy Daniel; Ronald J. Wasson

Subject: Fw: Transmittal 217-014 - Anchor Pull Tests Proposal Letter

Randy and Ron,

See attached proposal for your review. I believe the cost of \$2532 is very reasonable. Please expedite your concurrence or rejection as Seacoast would like to perform said work this week.

Thank you

Alfred G. Banz, PE

email: ABanz@hardesty-hanover.com

address: 1000 Sawgrass Corp. Pkwy, Suite 544, Sunrise, FL 33323

office: 954.835.9119

cell: 305.773.5183

fax: 954.835.9123

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----- Forwarded by Alfred Banz/Hardesty_Hanover on 02/09/2015 09:56 AM -----

From: Jose Gonzalez <JGonzalez@miconstruction.net>

To: "Banz, Alfred" <abanz@hardesty-hanover.com>

Cc: "mmisiaszek@hardesty-hanover.com" <mmisiaszek@hardesty-hanover.com>, Reilly <breilly@miconstruction.net>, James Boutzoukas <jamesboutzoukas@miconstruction.net>, William Wilson <w.wilson@miconstruction.net>

Date: 02/06/2015 04:58 PM

Subject: Transmittal 217-014 - Anchor Pull Tests Proposal Letter

Al,

Please find attached Transmittal 217-014 - Anchor Pull Tests Proposal Letter for your review.

Regards,

Jose L. Gonzalez

Project Engineer

M & J Construction Company of Pinellas County, Inc.

809 South Safford Avenue

Tarpon Springs, FL 34688

jgonzalez@miconstruction.net

Ph: (727)938-6478

Fx: (727)934-4665



Hardesty
& Hanover
engineering that moves you

1000 Sawgrass Corp. Parkway, Suite 544, Sunrise, FL 33323
T 954.835.9119 • F 954.835.9130
www.hardesty-hanover.com

February 10, 2015

M&J Construction of Pinellas County, Inc
PO Box 698 / 809 S. Safford Avenue
Tarpon Springs, FL 34688-0698

Attention: William Wilson – Project Manager

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project BC-142

RE: Anchor Pull Test Proposal

Dear Mr. Wilson,

I have reviewed your proposal to perform pull tests on all the existing trunnion pedestal anchors of the east bascule leaf. You are authorized to proceed with performing the proposed work with the following modifications to the submitted procedure:

1. The anchors shall be tensioned to 19,000 lbs. in lieu of the proposed 29,000 lbs.
2. The tension applied to each anchor via pressurizing the jack shall be increased gradually to the maximum tension so as not to "shock load" the anchor.
3. Verify the anchor holds tension for a period of 5 minutes, in lieu of the proposed 5 seconds.

Compensation for this work will be through Change Order #1 which I have attached for your signature. Please execute and return to me for owner's signature and distribution.

If you have any questions or would like to discuss this matter further, do not hesitate to contact me at the above address and telephone number.

Sincerely,

Alfred G. Banz, PE
Project Administrator

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-014

February 6th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: // FedEx ☒ Email // US Mail // Hand Deliver

☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

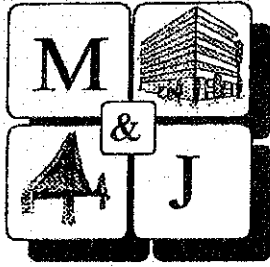
COPIES	DATE	NO.	DESCRIPTION
1	6 Feb 15	LTR-020515	Anchor Pull Tests Proposal

THESE ARE TRANSMITTED as checked below:

☒ / for approval ☐ / Approved as submitted ☐ / For your use
☐ / As Requested ☐ / Returned for corrections

Remarks: _____

Signed: Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer



M&J Construction Company of Pinellas County, Inc.

P.O. Box 698 / 809 S. Safford Ave., Tarpon Springs, FL 34688-0698 (727) 938-6478 Fax (727) 934-4665

Email: mjconstruction@mjconstruction.net

February 6th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Anchor Pull Tests Proposal

Dear Mr. Banz,

In response to the request from Hardesty & Hanover via email to M&J Construction to provide a proposal to perform pull test on all the existing trunion pedestal anchors of the east bascule leaf.

The means and methods to perform this test is the following;

Shop:

- prepare a jacking jig and jacking plate
- procure all-thread and coupling
- prepare calibrated through-hole jack and pump
- jacking jig will be a tube that will surround the existing anchor, provide a surface for the jack to bear against and clear stiffeners of the bearings

In the field:

- remove the existing nut and couple the all-thread to the anchor
- mark the anchor at the concrete or measure extension of anchor from concrete
- place jig over anchor and all-thread



- place through-hole jack over all-thread and onto jig
- install jacking plate
- pressurize jack to provide tension of 29000 lb (50% grade 2 1-1/4" all-thread tensile strength)
- monitor pressure as it increases, ensure pressure at 29000 lb is maintained for five seconds
- remove pressure, remove jack and jig
- review marking on anchor to ensure it did not pull out significantly (some movement OK as long as it stopped and allowed full tension to develop)
- document each anchor pass/fail

Note:

- Each trunnion bearing has 12 anchors. Only 10 anchors of each bearing are accessible for testing (the others are directly under the trunnion on the inboard side of the bearing)

Price for this work:

M & J Construction Proposal 1 LS @ \$2,532.00 = \$2,532.00

Thank you for your time and consideration.

Sincerely,



William Wilson
Project Manager
M&J Construction Company



Re: Mechanical Assessment of Damage to Draw Bridge

Steve Hedge to: Randy Daniel

01/23/2015 09:43 AM

Cc: "abanz@hardesty-hanover.com", J C Jimenez, "Ronald J. Wasson",
"tnoles@hardesty-hanover.com"

From: Steve Hedge/Hardesty_Hanover
To: Randy Daniel <rdaniel@bayharborislands.net>
Cc: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>, J C Jimenez
<jcjimenez@bayharborislands.net>, "Ronald J. Wasson" <rwasson@bayharborislands.net>,
"tnoles@hardesty-hanover.com" <tnoles@hardesty-hanover.com>

Randy,

We completed our review of the Special - Accidental Inspection Report for the Broad Causeway Bridge. Our recommendation is as follows:

Structural

- Our recommendation concurs with the report to realign the main girder webs, stiffeners, bottom flange angles and cover plates that was damaged in the collision. Attached is a cost proposal that we obtained from ISI International Straightening, Inc, regarding a method to heat straighten the deformed structural elements.



Cost Proposal for Heat Strightening.pdf FHWA - Heat Straightening.pdf

Our Mechanical and Electrical assessment of the damaged resulting from the vessel collision to the bascule leaf is as follows:

Mechanical

- The Bascule leaf sidewalk is misaligned approximately 1/2", which prevented the lock bar from engaging the receiver guide following the impact.
Actions Taken: The receiver guide needed to be grind down moments after the incident to allow the lock bar to be fully driven.
Inspector Recommendations:
 1. The Lock bar guides, receivers and mounting brackets will be replaced as part of the rehabilitation of the Broad Causeway Bridge.
- Trunnion pedestal and pedestal anchor bolts show evidence of displacement caused by the apparent rotation of the bascule leaf
Inspector Recommendation:
 1. The open gear alignment need to be monitored over time.
 2. Perform a pull test on the trunnion pedestal anchors to assure they are adequately bonded to the concrete. Approximate construction cost is \$5,000

Electrical

- The span lock limit switch and support may have been damaged during the impact producing intermittent false indications on the console. The contractor has already expressed concerns with this as it also allows gates to be raised out of sequence which is a safety issue.

Inspector Recommendation:

1. The limit span lock limit switch will be replaced as part of the rehabilitation of the Broad Causeway Bridge. However, due to the safety concerns, temporary repairs should be performed immediately either by the Town or thru a work order to M&J Construction.

Please let me know if you need any further explanations. Thank you

Steve Hedge, Structural Engineer

email: shedge@hardesty-hanover.com
address: 1000 Sawgrass Corporate Parkway, Suite 544, Sunrise, FL 33323
office: 954.368.6350
cell: 917.678.0002
fax: 954.835.9130



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Randy Daniel

Tim: The attached report is submitted for your re...

01/13/2015 01:54:35 PM

From: Randy Daniel <rdaniel@bayharborislands.net>
To: "tnoles@hardesty-hanover.com" <tnoles@hardesty-hanover.com>
Cc: "Ronald J. Wasson" <rwasson@bayharborislands.net>, "shedge@hardesty-hanover.com" <shedge@hardesty-hanover.com>, "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>, J C Jimenez <jcjimenez@bayharborislands.net>
Date: 01/13/2015 01:54 PM
Subject: Mechanical Assessment of Damage to Draw Bridge

Tim:

The attached report is submitted for your review. We look forward to your recommendations for any repairs that may be associated with the impact with the Rockstar Vessel and possible modification of our contract with M&J to facilitate these repairs.

In addition, please let me know what your finding were in regards to the mechanical assessment of the damage conducted by your forces.

I look forward to your response.

Randy

Randy L. Daniel, P.E.
Town Engineer/Director of Public Works
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241 Ext-112
Fax: 305-866-4863
E-Mail: rdaniel@bayharborislands.net



12/4/2014





12/4/2014



12/4/2014



12/4/2014



12/4/2014

Randy Daniel

From: tnoles@hardesty-hanover.com
Sent: Friday, January 23, 2015 4:57 PM
To: Ronald J. Wasson
Cc: abanz@hardesty-hanover.com; Randy Daniel; shedge@hardesty-hanover.com
Subject: RE: Mechanical Assessment of Damage to Draw Bridge
Attachments: Main Girder.pdf

Dear Ron

The heat straightening, if done by an approved qualified heat straightener, is a common and viable method of repairing deformed steel. Overheating of the steel is difficult with the use of temperature sticks which indicate to the welder when the steel is becoming too hot. In lieu of heat straightening we could remove the damaged components and replace in kind, but that would require temporary supports, additional weight at the toe of the span, requiring additional balance blocks in the counterweight and we believe could be potentially more costly. The heat straightening gives you more confidence in the capacity of the girder after the repair than leaving it in place.

The disadvantage of keeping the damaged steel in its current state besides its unknown capacity, is it is typically difficult to keep the paint system from premature failure due to the wrinkles and cervices that are present in the steel. When the paint fails in these areas, rust forms and gets under the paint system causing the system to fail prematurely. In addition rust staining will occur on the paint system, and run toward the pier.. Photos are attached of the damaged area. Also we welcome you to look at the website of ISI (steelstraightening.com) which routinely does this work. There are examples of before and after results.

Very Truly Yours,

Tim

Timothy J. Noles, PE
Principal

email: tnoles@hardesty-hanover.com
address: 1000 Sawgrass Corporate Parkway Suite 544, Sunrise, FL 33323
office: 954.835.9119
cell: 305.794.3728
fax: 954.835.9130

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Change Order

No. 002

Date of Issuance: March 3, 2015

Effective Date: March 3, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: February 2, 2015	Contract Time started February 2, 2015
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Shim existing span lock guides and receivers.

Attachments (list documents supporting change):

1. BHI Approval e-mail.
2. M&J cost proposal to perform shimming of existing span lock guides and receivers.
3. E-mail from Hardesty & Hanover (CEI) with recommendation to shim existing span lock system.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 001 :

\$ 2532.00

Contract Price prior to this Change Order:

\$ 11,470,146.18

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 7,640.00

Contract Price incorporating this Change Order:

\$ 11,477,786.18

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 3 March 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 3/10/15

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 4 March 2015

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



RE: Transmittal 217-031 Span Lock Shimming Proposal
Ronald J. Wasson
to:
abanz@hardesty-hanover.com
03/02/2015 03:47 PM
Cc:
Randy Daniel
Hide Details
From: "Ronald J. Wasson" <rwasson@bayharborislands.net>
To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>
Cc: Randy Daniel <rdaniel@bayharborislands.net>

Randy,

Please move ahead on this. CO#2

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office - 305-866-6241
Fax - 305-866-4863
rwasson@bayharborislands.net

From: abanz@hardesty-hanover.com [<mailto:abanz@hardesty-hanover.com>]
Sent: Friday, February 27, 2015 2:07 PM
To: Randy Daniel
Cc: Ronald J. Wasson
Subject: Fw: Transmittal 217-031 Span Lock Shimming Proposal

Randy,

Attached below is M&J proposal to shim locks. I believe the cost is less than EHM. Advise if I should prepare a change order and move forward.

Alfred G. Banz, PE

email: ABanz@hardesty-hanover.com
address: 1000 Sawgrass Corp. Pkwy, Suite 544, Sunrise, FL 33323
office: 954.835.9119
cell: 305.773.5183
fax: 954.835.9123

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— Forwarded by Alfred Banz/Hardesty_Hanover on 02/27/2015 02:05 PM —

From: William Wilson <w.wilson@mjconstruction.net>
To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>
Cc: Reilly <breilly@miconstruction.net>, Jose Gonzalez <JGonzalez@miconstruction.net>, James Boutzoukas <jamesboutzoukas@miconstruction.net>, Patricia Campbell <receptionist@mjconstruction.net>
Date: 02/27/2015 01:55 PM
Subject: Transmittal 217-031 Span Lock Shimming Proposal

Al,

Please see attached price for shimming the span locks. Let me know if you have any questions.

Thank You

William Wilson

Project Manager

M&J Construction Company

809 S. Safford Ave

Tarpon Springs, FL 34689

Cell: 352-231-5655

Email: w.wilson@mjconstruction.net

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-031February 27th, 2015

The Town of Bay Harbor Islands
 Hardesty & Hanover, LLC
 1000 Sawgrass Corporate Pkwy
 Suite 544
 Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: // FedEx ☒ Email // US Mail // Hand Deliver
☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

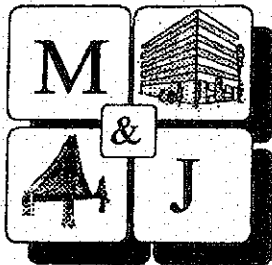
COPIES	DATE	NO.	DESCRIPTION
1	27 Feb 15	217	Span Lock Shimming Proposal - Letter

THESE ARE TRANSMITTED as checked below:

☒ / for approval ☐ / Approved as submitted ☐ / For your use
☐ / As Requested ☐ / Returned for corrections

 Remarks: _____

 Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer



M&J Construction Company of Pinellas County, Inc.

P.O. Box 698 / 809 S. Safford Ave., Tarpon Springs, FL 34688-0698 (727) 938-6478 Fax (727) 934-4665

Email: mjconstruction@mjconstruction.net

February 27th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. - Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Span Locks Shimming Proposal

Dear Mr. Banz,

In response to the request from Hardesty & Hanover via email to M&J Construction to provide a proposal to shim existing span locks on bascule leaf, M&J would like to propose the following price.

Span Lock Shimming : \$ 7,640 LS

M&J will proceed with this work once approval and direction are received. Please advise on how you wish to proceed.

Sincerely,

William Wilson
Project Manager
M&J CONSTRUCTION COMPANY





Shimming of Existing Span Locks

Alfred Banz to: Randy Daniel

Cc: 'Reilly', 'William Wilson', 'Ronald J. Wasson'

02/19/2015 10:40 AM

Randy,

Following up with our conversation yesterday, I agree that it would be beneficial to shim the existing span locks to minimize bouncing from traffic live load.

I believe it will be a couple of months before replacement of the existing span locks will commence. Shop drawings for the new system have not yet been submitted and they will need to be fabricated following approval. As a result, the existing locks will be subjected to repetitive live load which can translate undesirable vibrations and shock loading to the remaining machinery. Shimming the existing system would help minimize this issue.

By copy of this E-mail, I am requesting a cost proposal from M&J to shim the existing span lock assemblies.

Alfred G. Banz, PE

email: ABanz@hardesty-hanover.com

address: 1000 Sawgrass Corp. Pkwy, Suite 544, Sunrise, FL 33323

office: 954.835.9119

cell: 305.773.5183

fax: 954.835.9123



Integrity, Passion, Innovation. Celebrating 125 Years.

www.hardesty-hanover.com

PINELLAS COUNTY, INC.

809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-032

March 5, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

**Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142**

We are sending you the following items: **Via:** ☒ FedEx // Email // US Mail // Hand Deliver

☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

[illegible]

THESE ARE TRANSMITTED as checked below:

☐ / for approval ☐ / Approved as submitted ☐ / For your use
☒ / As Requested ☐ / Returned for corrections

Remarks: _____

Signed: John B Varlese NAME: John Varlese, Controller

Ronald J. Wasson

From: abanz@hardesty-hanover.com
Sent: Monday, March 16, 2015 6:10 PM
To: Ronald J. Wasson
Subject: BHI Heat Straightening Recommendation

Ron,

I recommend the Town proceed with Seacoast's proposal for heat straightening the main girder of the ICWW bridge for the following reasons:

- Seacoast is already on-site, and are basing their cost proposal on actual field conditions. Other quoting entities are preparing their prices based on several supplied photographs and telephone conversations.
- Seacoast price is turn-key, they will provide their own means of access for workers and equipment as well as reactions and torches, whereas the other quoting entities will require access be provided by M&J as well as a reaction (aka: a structurally solid brace for jacks and braces) which will add additional costs in fabrication and engineering.
- There will be no coordination conflicts or delays - with an additional contractor in the confined areas of the structural steel, the heat straightening preparation work could interfere with other contract work activities.
- Seacoast is essentially a local contractor and has immediate availability to perform the repairs. Other entities have back-logs of previously scheduled work resulting in long lead times. The heat straightening needs to be completed within a very specific window so as not to interfere with regular contract work or impact the construction schedule. Miscues will result in additional construction time and inconvenience to Bay Harbor Island residents.
-

Alfred G. Banz, PE

email: ABanz@hardesty-hanover.com
address: 1000 Sawgrass Corp. Pkwy, Suite 544, Sunrise, FL 33323
office: 954.835.9119
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M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-042

March 13th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: *Via:* // FedEx ☒ Email // US Mail // Hand Deliver

☒ Attached /_ / Shop Drawings /_ / Plans /_ / Specifications /_ / Copy of Letter

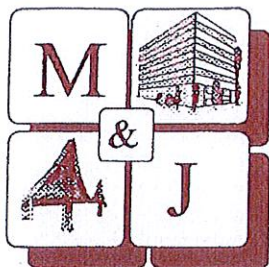
COPIES	DATE	NO.	DESCRIPTION
1	13 Mar 15		Heat Straightening Proposal

THESE ARE TRANSMITTED as checked below:

☒ / for approval /_ / Approved as submitted /_ / For your use
☐ / As Requested /_ / Returned for corrections

Remarks: _____

Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer



M&J Construction Company of Pinellas County, Inc.

P.O. Box 698 / 809 S. Safford Ave., Tarpon Springs, FL 34688-0698 (727) 938-6478 Fax (727) 934-4665

Email: mjconstruction@mjconstruction.net

March 13, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E.- Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Heat Straightening Proposal

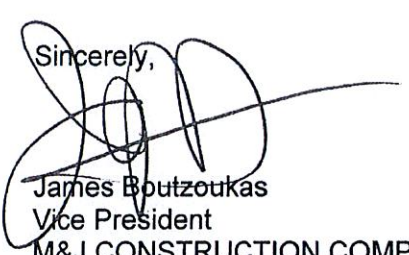
Dear Mr. Banz,

Per Request M&J is supplying a price to heat straighten the damaged Girder on the East Bascule Leaf. M&J Price includes all labor equipment and materials to straighten the Girder to specified tolerance of $\frac{1}{4}$ inch in 10 feet and $\frac{3}{4}$ inch at point of impact.

Heat Straightening Extra Work : \$ 77,692.34 LS

This price is based on the conditions and requirement that are currently known. Please feel free to contact me with any questions.

Sincerely,


James Boutzoukas
Vice President

M&J CONSTRUCTION COMPANY



Town Of Bay Harbor Islands
Broad Causeway Rehabilitation
Contract No. BC-142

M&J Construction Company of Pinellas County, Inc
Main Girder Straightening

3/10/2015

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Remove Paint									
Foreman	1	\$ 55.00	20.00		\$ 1,100.00	-	\$ 1,100.00	\$ 555.94	\$ 1,655.94
Painter/Blaster	2	\$ 50.00	30.00		\$ 1,500.00	-	\$ 1,500.00	\$ 758.10	\$ 2,258.10
Laborer - Paint Operations	1	\$ 35.00	20.00		\$ 700.00		\$ 700.00	\$ 353.78	\$ 1,053.78

Total Labor \$ 4,967.82

EQUIPMENT:		Equip. Rate	Oper. Rate	Total Rate	Reg. Hrs.	Total Cost
Dust Collector				\$ 150.00	15.00	\$ 2,250.00
Sandblaster				\$ 90.00	15.00	\$ 1,350.00
1600 CFM Compressor				\$ 111.69	15.00	\$ 1,675.35
vacuum				\$ 120.00	10.00	\$ 1,200.00

Total Equipment \$ 6,475.35

MATERIALS:		Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
Steel Grit		780	1	\$780.00	\$54.60		\$834.60
Fuel		3	600	\$1,800.00	\$126.00		\$1,926.00
Waste (Lead)		400	1	\$400.00	\$28.00		\$428.00
Total Materials							\$3,188.60

MARKUP:		Cost	Markup %	Markup	Total Cost
Labor		\$ 4,967.82	17.50%	\$869.37	\$ 5,837.19
Equipment		\$ 6,475.35	17.50%	\$1,133.19	\$ 7,608.54
Materials		\$3,188.60	17.50%	\$558.01	\$ 3,746.61
Subcontractor		\$55,000.00	10.00%	\$5,500.00	\$ 60,500.00
Total					\$ 77,692.34

M&J Construction Company
Wage & Burden Rates

2015

Town of Bay Harbor

	Hourly Base Rate	% Burden *	\$ Burden	\$ Total
Superintendent	60.00	33.54	20.15	80.15
Quality Control Supervisor	40.00	33.54	13.40	53.40
Traffic Control Supervisor	35.00	33.54	11.75	46.75
Foreman - Painting/Blaster	55.00	50.54	27.80	82.80
Painter/Blaster	50.00	50.54	25.25	75.25
Laborer - Paint Operations	35.00	50.54	17.70	52.70
Skilled Laborer	30.00	22.94	6.90	36.90
Unskilled Laborer	22.00	22.94	5.05	27.05

William Wilson

From: Randy Johnson <Randy@seacoastinc.net>
Sent: Monday, March 09, 2015 9:57 AM
To: William Wilson
Subject: BHI - Broad Causeway - Bascule Leaf Impact Damage

Seacoast, Inc. proposes to perform the heat-straightening, as described for \$ 55,000.00. Seacoast, Inc. will provide all labor, equipment and materials to perform the work turn-key. Painting is to be performed by others at the completion of the heat-straightening work.

Primary Work includes:

- Heat straightening of the main girder flange at the impact point to bring the flange area back in-line with the longitudinal centerline within $\frac{3}{4}$ inch.
- Heat straightening of the main girder flange at the impact point to bring the flange area back in-line with the theoretical vertical curve within $\frac{3}{4}$ inch.
- Heat straightening of the main girder flange in the general area of the impact point to bring the flange back into square with the web, to a slope of $\frac{1}{4}$ inch over 10 Feet.

Set-up includes:

- Installing restraint beams and necessary bracing.
- Locating and pressurizing jacks for restraint.
- Material preparation of the main girder.

Equipment provided for the work includes:

- Barge with motor or push boat.
- Manlift for work and inspection access.
- Rosebuds and gasses.
- Jacks, clamps and other restraints.
- Thermal crayons and infrared thermometers.

#2



International Straightening Inc.

1218 Horseman Place, Bismarck, North Dakota 58501

Phone 701 223 5972

Estimate for Steve Hedge, Bascule Bridge Straightening

January 21, 2015

International Straightening will provide the expertise, men and tools to straighten the damaged members to the required specs.

4 – 5 days estimated @ \$6,500 per day - \$26,000 - \$32,500

Mobilization and demobilization \$6000

Total \$32,000 - \$38,500

Contractor to provide:

Access to locations needing straightening

Oxygen and Acetylene (4 oxygen and 8 - 12 acetylene estimated)

Any paint and paint removal if necessary

Thank you for your consideration,

Judd Holt/President ISI

STRUCTURAL STEEL



FLAME STRAIGHTENING

#3

March 3, 2015

M & J Construction
Attn: Brian Reilly

RE: Heat straightening quote for BHI Waterway Bridge

Brian,

Following is the quote for the heat straightening repair of the above referenced structure. Below is what Flame On will include in this quote:

- 1) Heat straighten one main girder as shown in pictures showing the damaged member
- 2) Heat straighten stiffeners as needed
- 3) Mobilization
- 4) Gas requirements

Following is what will be required of M&J Construction:

- 1) Traffic control and lighting as needed
- 2) Paint removal and application as needed
- 3) Steel repairs and NDT that may be needed
- 4) Access to both sides of the damaged girder as well as providing a reaction for our jacking that will be needed to apply restraint force at the damaged area of the girder during straightening.

Total cost for this work.....\$42,750

This quote does not include bonding or excess insurance requirements that may be needed. All heats will be applied to make every attempt to not influence or change the mate up of the two leafs. As such this work should be performed prior to your other work.

Thank You,

Darryl Thomas

William Wilson

From: Dan Garijo <dgarijo@nationalbridge.com>
Sent: Wednesday, March 11, 2015 1:29 PM
To: William Wilson
Subject: RE: stringer use

This thing is starting to take on a life of its own. Before I go any further, I need to know exactly what the DOT is looking for, what kind of results they are expecting. Here's where I'm at:

I think the lateral damage could be straightened without restraints, keyword think. It should, theoretically, but I can't guarantee it, and I can't give any meaningful estimate as to how long it would take. But this links to the next concern:

The damage to the outside of the flange. There are two potential problems with it. First, when I heat that side to repair it, which is going to cause the girder to move the wrong way, and without restraints it's going to be that much worse. Second, the stiffener is in the way, and between that right in the middle of the damage, plus the multiple plies, that area is going to be difficult to straighten, requiring more time and heat on the wrong side of the flange.

Using the floor beams would work, but the sizing of the brace depends on how much restraint is needed, which depends on how perfect they want this repair.

Hopefully I haven't made this too confusing. I need to know just how perfect they want this. Now that I think about it, does the bridge operate properly as is?

Dan Garijo
President
National Bridge LLC
O: 517-347-6167
F: 517-347-3577
C: 517-202-4772

www.nationalbridge.com

From: William Wilson [<mailto:w.wilson@mjconstruction.net>]
Sent: Tuesday, March 10, 2015 10:09 PM
To: Dan Garijo
Subject: RE: stringer use

Can you put something together going with the floor beam to floor beam option?

Thank You

William Wilson
Project Manager

M&J Construction Company of Pinellas Co.
809 S.Safford Ave
Tarpon Spring, FL 33689
Cell : 352-231-5655
Email: w.wilson@mjconstruction.net

From: Dan Garijo [<mailto:dgarijo@nationalbridge.com>]
Sent: Tuesday, March 10, 2015 8:44 PM
To: William Wilson
Subject: RE: stringer use

William,

The only option I can think of is to erect something between the floor beams and push from there. Whether that is feasible for them or not I can't say, but it would certainly work.

I have done some work in the past without hydraulics, but never on this type of damage, and it was slow. I wouldn't even attempt to estimate the duration of the repair, or how much we could straighten it. For me, it would be a last resort option, and they would have to agree to some things I don't see them accepting.

Dan Garijo
President
National Bridge LLC
O: 517-347-6167
F: 517-347-3577
C: 517-202-4772

www.nationalbridge.com

From: William Wilson [<mailto:w.wilson@mjconstruction.net>]
Sent: Tuesday, March 10, 2015 6:11 PM
To: dgarijo@nationalbridge.com
Cc: Reilly
Subject: stringer use

Dan,

We are not able to use the stringers to put that kind of loading on them. Please look to another method.

Thank You

William Wilson
Project Manager

M&J Construction Company of Pinellas Co.
809 S.Safford Ave
Tarpon Spring, FL 33689
Cell : 352-231-5655
Email: w.wilson@mjconstruction.net

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Fuller regarding possibly including Transgender Health Care Insurance Coverage as a Benefit of Employment in Fiscal Year 2015/2016. This was recently discussed and approved by the City of Miami Beach, see attached.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

Unknown at this time.

BUDGET IMPACT:

Submitted By: Marlene Marante, Town Clerk
 Joshua Fuller, Council Member

ATTACHMENTS

1.	MB action	MB Health Benefits Amendment.pdf
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Alba Chang

From: Granado, Rafael <RafaelGranado@miamibeachfl.gov>
Sent: Monday, April 06, 2015 5:17 PM
To: Alba Chang
Cc: Hatfield, Liliam; Granado, Rafael
Subject: RE: Resolution - Health Benefits amendment

Good afternoon Ms. Chang:

The agenda item may be found on the below link:

<http://web.miamibeachfl.gov/WorkArea/DownloadAsset.aspx?id=79967>

The after-action (minutes) for said item are:

June 11, 2014

1:36:03 p.m.

R9J Discussion Regarding Including Transgender Health Care Insurance Coverage As A Benefit Of Employment In Fiscal Year (FY) 2014/15.

(Human Resources)

ACTION: Motion passed. Motion made by Commissioner Grieco to incorporate Transgender Health Care Insurance Coverage in FY 2014/2015; seconded by Vice-Mayor Steinberg; Voice vote: 5-0; Absent Commissioners Tobin and Wolfson.

City Manager Morales stated that the City of Miami Beach earned a perfect score of 100 points on the Human Rights Campaign's (HRC) Municipal Equality Index (MEI), regarding issues that are important to the GLBT community. One of the issues that has been identified for the City have to continue to be in the cutting edge of those issues is regarding the City's health policies that cover some of the treatments and medicines related with transgender procedures. The report shows little or no costs associated with this.

Mayor Levine added even if it had costs, we are a progressive City and he believes that it should be done.

Discussion held.

Kathie G. Brooks, Assistant City Manager, stated that no formal resolution was needed on this matter; we can move forward with the Commission direction.

Commissioner Grieco moved to incorporate Transgender Health Care Insurance Coverage for Fiscal Year 2014/2015, and going forward.

Voice vote: Motion passed 5-0. Absent Commissioners Tobin and Wolfson.



Rafael E. Granado, Esq., *City Clerk*
CITY CLERK'S OFFICE
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7411 www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

From: Alba Chang [<mailto:achang@bayharborislands.net>]
Sent: Monday, April 06, 2015 11:44 AM
To: Hatfield, Liliam; Cardillo, Lilia
Subject: Resolution - Health Benefits amendment

Good Morning :

Can you please provide me with guidance or perhaps a copy of the resolution that adds gender reassignment surgery to be included for the City employees' health benefits.

Your help in this matter is greatly appreciated.

Thank you.

Alba L. Chang,
Recording Secretary

Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands.net
Web: www.bayharborislands.org

AGENDA ITEM REPORT

April 13, 2015

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Fuller regarding the possibility to hire a professional landscape architect to redesign the landscape corners on the East Island. Enclosed are some recent pictures of the landscaping on the East Island.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Unknown at this time.

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Photos - East Island Corners	landscape corners - east island.pdf
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