

TOWN OF BAY HARBOR ISLANDS

August 10, 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:

TOWN MANAGER'S REPORT:

1. Mr. Dan Brea of BNY/Mellon will present a report on the performance of the Town's investments.

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:

2. **Consideration and Approval** to appoint Mr. Ian Sachs to the Parks and Recreation Committee. Enclosed is a copy of Mr. Sachs letter of interest and resume.

STAFF RECOMMENDATION: Council Discretion.

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. **Consideration and Approval** of the Following Meeting Minutes:
 - a. October 7, 2014 - Workshop Meeting
 - b. January 12, 2015 - Regular Council Meeting - corrected
 - c. February 9, 2015 - Regular Council Meeting
 - d. March 9, 2015 - Regular Council Meeting
 - e. April 13, 2015 - Regular Council Meeting
 - f. May 11, 2015 - Organizational Meeting
4. **Approval** of a **Resolution** authorizing deposits and withdrawals of Town Funds in certain accounts pursuant to the authority given under Chapter 665.43, Florida Statutes.
5. **Approval** of a **Resolution** authorizing the Town Manager to enter into an Interlocal Agreement with Miami Dade County for the use of the county's solid waste management system.
6. **Approval** of the final policy statement to be added to social media sites for the Town of Bay Harbor Islands.
7. **Consideration and Approval** of the proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL/GPS) units for a total of \$51,536.00 for a 5 year service plan. Enclosed find the all of the quotes submitted for consideration.
8. **Approval** of insurance policy renewal for the Shepard Broad Causeway Bridge for the year beginning July 15th, 2015 through July 14th, 2016 for a total premium of \$188,374. Enclosed is a copy of the marketing summary and supporting documents.
9. **Approval** of Change Orders # 6 and # 7 in the Amounts of \$191,867.01 and \$5,182.00 respectively, associated with the Inter Coastal Bridge repairs for Project BC 142. Enclosed find a copy of the change of orders.
10. **Consideration and Approval** of a proposal by Elevator Service, Repair, and Modernization, Inc. for emergency elevator upgrades in the amount of \$150,000.00. Enclosed is a copy of the comparison spreadsheet and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

ORDINANCES ON SECOND READING:

11. **Consideration and Approval** of an ordinance on **second** reading amending the Town Code Section 19-25 to prohibit the parking of trailers, boats, recreations vehicles, mobile homes, and stretched-out vehicles within the Town unless fully enclosed in a garage or other permanent structure. Enclosed find the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES ENTITLED TRAFFIC; AND SPECIFICALLY AMENDING SECTION 19-25 ENTITLED PARKING OF TRAILERS, MOBILE HOMES AND STRETCHED-OUT VEHICLES, TO INCLUDE BOATS AND RECREATIONAL VEHICLES; AND PROHIBITING TRAILERS, MOBILE HOMES, RECREATIONAL VEHICLES, BOATS, AND STRETCHED-OUT VEHICLES FROM BEING PARKED WITHIN THE TOWN WITHOUT BEING FULLY ENCLOSED IN A GARAGE OR OTHER PERMANENT STRUCTURE; AND PROVIDING CERTAIN EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

ORDINANCES ON FIRST READING:

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

12. **Consideration and Approval** of a Transfer of Development Rights (TDR) application requesting to purchase two (2) units from the Town TDR's Bank for construction of a previously approved project to be located at 9290 W. Bay Harbor Drive. Enclosed is a copy of the application, site plans and supporting documents.

STAFF RECOMMENDATION: Council Discretion

13. **Consideration and Approval** of a private TDR transaction of the transfer of two (2) dwelling units from Bay Harbor Investments Properties, LLC (9901 E. Bay Harbor Drive) to Verzasca Group (1150-60 102 Street). Enclosed find a copy of the application, site plans and supporting documents.

STAFF RECOMMENDATION: Approval

14. **Consideration and Approval** of private Transfer of Development Rights (TDR) transaction of the transfer of four (4) dwelling units from TPCP Corp dba " the Anchorage" (10001 E. Bay Harbor Drive) to Verzasca Group (1150-1160 102nd St.). Enclosed find a copy of the application, site plans and supporting documents.

STAFF RECOMMENDATION: Approval

15. **Consideration** and **Approval** of a proposal from Hardesty and Hanover for Engineering Services, Construction permits and Environmental surveys associated with Scour Countermeasures for the Indian Creek and Waterway Bridges (Bridge No. 875102 and Bridge No. 875103) in the amount of \$54,587.84. Enclosed is a copy the proposal and supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

16. **Approval** requested by Town Manager Wasson of the Intracoastal Waterway Bridge Lighting Plan by Horton Lees Brogden Lighting Design. Enclosed find the lighting design Plan and supporting documents.

STAFF RECOMMENDATION: Approval

17. **Consideration** and **Approval** requested by Council Member Marano of a proposal from Graphplex Signs in the amount of \$41,270 for two electronic message boards on Kane Concourse. Enclosed find a copy of the proposal and supporting documents.

STAFF RECOMMENDATION: Council discretion.

POLL VOTE

18. **Consideration** and **Approval** of a proposal from Florida International University in the amount of \$25,450 to provide professional services for a Resident Survey and Strategic Plan. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Council discretion.

POLL VOTE

19. **Consideration** and **Approval** of a proposal from Plant Professionals, Inc. for the new holiday lights display on Kane Concourse, 96th Street and the Shepard Broad Causeway in the amount of \$33,025. Enclosed is a copy of the proposal from Plant Professionals, Inc.

STAFF RECOMMENDATION: Approval.

POLL VOTE

20. **Re-consideration** and **Approval** of a construction trailer to be located at 10201 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request. Also enclosed is a revised proposal for Council consideration.

STAFF RECOMMENDATION: Council Discretion.

DISCUSSION ITEMS:

21. **Discussion** requested by Council Member Reid regarding possible amendments to the Town Code for the regulation of below grade parking garages and vehicle parking lifts. Enclosed please find a staff report from Town Planner Miller.

STAFF RECOMMENDATION: Council Discretion.

22. **Discussion** requested by Town Manager Wasson regarding the possibility of amending the Town Code for consistency requiring submittal of final working plans for approved projects within 12 months and allow a one time extension of 180 days to be granted by the Town Manager.

STAFF RECOMMENDATION: Amend the Town Code.

23. **Discussion** requested by the Town Council at the June meeting regarding possible amendments to the Town Code to regulate the size of construction trailers. Enclosed is information provided by the Town Planner.

STAFF RECOMMENDATION: Council Discretion.

24. **Discussion** requested by Mayor Leonard regarding the possibility of applying for historic designation for the Town owned gas station located at Causeway Island. This was one of the five locations recommended by the 2006 Historic Survey.

STAFF RECOMMENDATION: Council Discretion.

25. **Discussion** requested by Mayor Leonard regarding the possibility of adopting an ordinance encouraging architects to obtain LEED certification.

STAFF RECOMMENDATION: Council Discretion.

26. **Discussion** requested by Council Member Yaffe regarding concrete driveways in the single family district. Enclosed is a copy Section 5-19.2 of the Town Code and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

27. **Discussion** requested by Council Member Yaffe regarding the Town's regulations for portable storage units (PSUs), also known as PODS. Enclosed is a copy of the Section 23-20 of the Town Code.

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

August 10, 2015

ITEM NUMBER: 1.

ITEM: Mr. Dan Brea of BNY/Mellon will present a report on the performance of the Town's investments.

DESCRIPTION:

Presentation regarding investment performance.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 2.

ITEM: Consideration and Approval to appoint Mr. Ian Sachs to the Parks and Recreation Committee. Enclosed is a copy of Mr. Sachs letter of interest and resume.

DESCRIPTION:

The Town Clerk's office received a letter of interest and resume by Mr. Ian Sachs requesting appointment to the Park & Recreation Committee.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Ian Sachs resume	Ian Sachs-resume.pdf
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Marlene Siegel

From: Marlene Marante
Sent: Tuesday, July 28, 2015 10:36 AM
To: Marlene Siegel
Subject: FW: Joining Parks and Rec Committee
Attachments: Resume ISS.pdf

Marlene M. Siegel
Town Clerk/Director of Code Compliance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel.: 305-866-6241
Fax: 305-866-4863
Email: mmarante@bayharborislands.net
Web: www.bayharborislands.org

From: Ian Sachs [<mailto:ian@miasrc.com>]
Sent: Thursday, July 16, 2015 10:30 AM
To: Marlene Marante
Subject: RE: Joining Parks and Rec Committee

Good Morning Marlene,

I am requesting to be appointed to the Parks and Recreation Advisory Board.

I have a passion for our community and would be honored to assist for the benefit of the children in our community. I have worked within municipal government previously and consider myself a solution orientated individual who likes working with others, I believe proactive planning usually minimizes the reactive issues that arise in any given situation. Risk and Liability are at the forefront of any given situation, especially when it comes to the children of our community. I am well versed in budgeting, planning and have a great knowledge of planning for successful execution with my previous military & corporate experience.

Ian Sachs
Realtor NAR
Buyer's Specialist
Signature Group Brokers & Consultants
Direct: 305-772-4997
Office: 305-397-6754
ian@miasrc.com





Disclaimer

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Contractors and Vendors: Only work performed with an approved Work Order will be paid. No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions imposed by our principals. On all real estate transactions we recommend the use of a real estate attorney.

From: Marlene Marante [<mailto:mmarante@bayharborislands.net>]

Sent: Tuesday, July 14, 2015 2:49 PM

To: ian@miasrc.com

Subject: RE: Joining Parks and Rec Committee

Ian, as we discussed, you will need to send me your resume and a brief e-mail requesting to be appointed to the Parks and Rec Committee. Then, I will place it on the agenda in August for Council approval.

Marlene Marante
Town Clerk/Director of Code Compliance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel.: 305-866-6241
Fax: 305-866-4863
Email: mmarante@bayharborislands.net
Web: www.bayharborislands.org

From: Ian Sachs [<mailto:ian@miasrc.com>]

Sent: Friday, July 10, 2015 12:17 PM

To: Marlene Marante

Subject: Joining Parks and Rec Committee

Hi, thank you for taking the time this morning, Absolutely, I would love to join

Ian Sachs
Realtor NAR
Buyer's Specialist
Signature Group Brokers & Consultants
Direct: 305-772-4997
Office: 305-397-6754
ian@miasrc.com



IAN SACHS

**9250 West Bay Harbor Dr Ste 4A Bay Harbor Islands, FL 33154
(305) 772-4997**

ian@miasrc.com

Experience

**Signature Group Brokers & Consultants- Aventura, FL
October 2010 to Present
Realtor NAR / Buyer's Specialist**

**Signature Group Brokers & Consultants- Aventura, FL
October 2007 to October 2010
Broker's Assistant / Office Manager**

- Prepare correspondence, documents, Request For Proposals, LOIs, reports, account invoices, etc. with direction from brokers and/or knowledge of company policies and procedures
- Perform general administrative duties such as answering phones, filing, faxing, processing mail, scheduling fed ex deliveries, scheduling meetings and making travel arrangements to further support and leverage the sales process.
- Work closely with assigned brokers to leverage their time and productivity
- Prepare and produce large presentations and tour books, often with a short lead-time
- Prepare and submit, track and process brokers' expense reports
- Provide high level support and leverage to multiple assigned real estate professionals, often handling a large amount of details relating to complex real estate transactions.
- Create and edit presentations for prospect/client meetings Assist with gathering research information and gathering building information, maps and pictures and creating building tour books.
- Update and maintain databases to track prospects, clients and deal information

**American Express - Plantation, FL September 2007 to Present
High Value Accounts (Centurion) / Team Manager**

- Financial Consulting and Sales
- AMEX AESC-F Communications Team Member
- Awarded Annual Tribute Award Nov 08 (Highest Honor in the North American AMEX Center)
- Team Graphic Designer

**PRC - American Express – North Miami, FL March 2006 to September 2007
Team Manager / AMEX Membership Rewards**

- Team Manager for 30+ Team
- Awarded monthly highest retention and satisfaction goal achievement
- Strategy and Training lead

City of Opa-locka - Opa-locka, FL September 2002 to September 2006
Community Resource Officer / OPA-Operations – Coordinator

- Create and design website for the City of Opa-locka and all departments.
- Develop and maintain intra-net for municipality.
- Provide technical support for clients (PC, Microsoft applications)
- Assist in Server, PC, hardware purchasing
- Assist in troubleshooting PC, Microsoft software for users
- Film and Edit Commission Meetings.
- Produced Community Development montages.
- Proficient in Scala, Photoshop7.0, Avid, Pinnacle Studio, After Effects, Commercial Video Equipment –Grass Valley Switchers, Audio Mixing 16channel, Cable/Fiber processors/Nodes for return of Signal.
- Prepare incident reports
- Update procedural manuals.
- Negotiated for Franchise Agreement
- Created & developed contacts in the Media for the City
- Create and Maintain Community Bulletin Board on Local EG access channel.
- Create and distribute local community newsletter.

Nielsen Media Research – Miami Field Office June 1998 to April 2002
Regional Field Representative / Field Technician

- Director of Regional Special Teams Project, for improvement of national samples.
- Component level tech with troubleshooting skills at board level.
- Install and maintain software / hardware as well as diagnostics, mapping, routing and installing communications and data lines.
- Fully versed in corporate reporting procedures for situational evaluations, market strength, expense and time.
- Computer software oriented with experience in Windows™ and other Microsoft™ products.
- Operates independently, flexible with assignments requiring travel and is excellent in interaction with the public at large on cold call basis.
- Customer Service and Public Relations Focused
- Awarded twice National Teamwork awards.

Military Status

- *United States Navy - Yokosuka, Japan 1993 - 1995*
Active Duty - USS Hewitt DD-966
- *United States Navy Reserve - Miami, FL 1995 - 2000*
Honorable Discharge

Education

1991 - 1992	Miami Dade Community College, Miami, FL Business Management
1992 - 1993	US Naval Apprenticeship School Class Honor Man. (Highest GPA)
1995 - 1998	Johnson and Wales University, Miami, FL Culinary Arts & Restaurant Management
6-9 - 1998	Nielsen Media Research Technical Training Center / Highest GPA
2001 - 2003	Miami Dade Community College / Radio & Television Technologies

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 3.

ITEM:

Consideration and Approval of the Following Meeting Minutes:

- a. October 7, 2014 - Workshop Meeting
- b. January 12, 2015 - Regular Council Meeting - corrected
- c. February 9, 2015 - Regular Council Meeting
- d. March 9, 2015 - Regular Council Meeting
- e. April 13, 2015 - Regular Council Meeting
- f. May 11, 2015 - Organizational Meeting

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Draft Minutes - 8-10-15	Draft Minutes-8-15.pdf
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MINUTES OF A WORKSHOP MEETING TOWN OF BAY HARBOR ISLANDS

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

Mayor Robert Yaffe

Vice Mayor Jordan Leonard

Council Member Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Solange Rousselot

Council Member Issac Salver

Mayor Yaffe stated that they had a full Council and the entire Planning & Zoning Board was also in attendance. He reviewed what would be discussed and stated that there would be no vote at this meeting because it was a workshop. He also stated that anyone wanting to make a statement should fill out the form and they would have three minutes to speak.

Item 1. Discussion and direction to staff regarding proposed zoning amendments for balconies in the RM3 District.

Town Planner Miller came forward to address the Council to give brief history on the land development for the Town. At the September Council meeting the Council concluded to hold a workshop meeting and he had provided backup material relating to this issue. He explained that in the last years the Comp Plan had been updated. The original developer recorded deed restrictions in Town, which regulated setbacks and deed restrictions. Most of the multi-family buildings in the RM3 District, which are at the tips of the Island, were not addressed at that time. The rules under State law expired in 2007. The lots were platted and fixed in size. The zoning regulations were adopted in 1957. There are 507 development sites in Town. Density in Town back then was non-conforming. Over the years regulations changed and a 40 year certification must be done to Code. There was a new zoning district added, which was for PRD's and a referendum in 2002 was approved so that no building could be built over 75 feet. In 2004 the Comp Plan was looked at and the analysis was that there were no true mathematical calculations that were available for the Town. A geographical survey was done and the State was notified. There were a number of issues that included the non-conforming developments already built.

In 2012 a charrette was done in order to have a vision of what they wanted the Town to look like in years to come. A new Gateway District was added and the Density Monitoring System was implemented. The setbacks were changed to 10 feet. There was no open space requirements back then, but currently a 20 percent open space requirement is used. Noise, lighting, setbacks and landscaping were addressed.

Until 2011 there was a recession in development, but it began improving after that. Town Planner Miller explained that the RM3 District was more favorable to the development because of the shape of the lots. He explained the setbacks, limitations on building coverage, garage parking, ceiling heights, balconies and the density cap on TDR's. He explained that the Planning & Zoning Board had made suggestions to improve the Code for the District.

Assistant Town Attorney Simone stated that they were asked to look at the Building Code and it was clear that a lot of changes had been done, but the RM3 District had just been overlooked. He stated that the definition of building coverage should not include the balconies. This was just overlooked when they drafted the other ordinances on lot coverage.

Attorney Steve Wernick came forward to address the Council.

He stated that he represented many property owners on the island and many in the RM 3 District. He introduced the team architects Revuelta and some owners. He stated that the changes proposed were for the RM 3 lot coverage regarding the balconies. The current RM 3 regulations were much stricter than the other Districts, with a 40 percent building coverage. He felt it was very restricted. They were asking that the balcony be taken out of the building coverage percentage. He stated that this was not spot zoning. Referring to the Town's website statement of a growing and vibrant community, he felt these smaller balconies would discourage future development.

Mateo De Lise, 951 Brickel Ave., came forward to address the Council. He stated that he wanted to share the vision and represented the Global Vista. They represented a family company that was started 85 years ago, specializing in design. He explained some of the high end developments that had been built and designed by the firm and stated that they worked all over the world. Also, they worked on a local development in Hallandale, called the Beach Club, in Buenos Aires, Brazil, Torino. They wanted to design in Bay Harbor Islands in the future.

Luis Revuelta, Architect, came forward to address the Council. He felt that this was an oversight as previously stated by the Town and that it could be corrected. He stated that, if this was corrected, it would enable them to build and design bigger balconies for better projects. He suggested 20 percent on the base and 30 percent on the back would enable them to build a better project. He presented some graphics that explained the 20 and 30 foot setbacks and the encroachments, along with graphics showing what the current Code looked like.

PUBLIC COMMENT

Martin Taplin, 1177 Kane Concourse, came forward to address the Council. He stated that he had a unit in the RM 3 District and it would sell itself. He also owned a hotel in South Beach and stated that rich people don't stay there. He felt the designers could only make the Town stand out and it could be all over the world. He felt that these were top of the line people that were famous for their designs and he supported the developers, feeling that they could build and design great buildings.

Dick Pastado, 10350 West Bay Harbor Drive, came forward to address the Council. He stated that his unit was right on the water with a great view, even though, at the last Council meeting, there was a speaker that stated there were no great views in Bay Harbor. He asked the Council to look at what the developers could build, including great balconies. He asked the Council to think of what they would like for the Bay Harbor image, high rises or what we have already - great designs.

Lisa Portman, 10250 East Bay Harbor Drive, came forward to address the Council. He stated that there was a petition of what people want. They were concerned about the green space. He felt that, if there were balconies approved, it would reduce the green space.

Jeff Koster, 1135-103 Street, came forward to address the Council. He urged the Council to vote for the change. He felt that many of the residents were not informed and they thought that high density would be built. He stated that this change would not change the view or green space.

Juan Llarena, 1155-103 Street, came forward to address the Council. He felt that the neighbors of the Bay Harbor Continental were opposed to the proposed project and many of the neighbors and I disagree with a change. He wanted a sea view, water access, a pleasant place to walk and ride a bicycle. He felt that Bay Harbor Islands had views, which many other cities didn't have. He asked the Council to consider if they would like for their neighbors to be closer or more at a distance. He also stated that he would like for the entire Districts to have the same restrictions.

Former Mayor Linda Zilber, 1231 – 95 Street, came forward to address the Council. Mayor Zilber stated that she had served with the Council and was on the Planning & Zoning Board for 8 years and had a design firm. One of the things that everyone loved was the side setbacks and the side paths for the building next to each other. She felt that if the setbacks were reduced, it would reduce the buildings and they won't be as beautiful. She suggested reviewing them on a case by case perspective. She was opposed to the change.

Wendy Auerback, 9880 West Broadview Drive, came forward to address the Council. She agreed and would like to keep the small Town feel. She felt the West Island had good development. She thought the Council must look into the future and focus on the small Town feel. She felt that the developers and designer from Italy had great ideas, but she would like to continue to have the small Town feel.

Scott Kramer, 10205 West Bay Harbor Drive, came forward to address the Council. He felt that there was a mistake in the Code and that the developers should not be punished.

Victor Maya, 1155-103 Street, came forward to address the Council. He felt that the staff report stated there would be a change in setbacks. He thought that there would be a 60 percent coverage and did not know why they had to have an encroachment into the setbacks. He felt they could build a development without going into the setbacks. Town Manager Wasson explained that there were no questions on setbacks and they were not an issue. He stated that the developers were not requesting to encroach into the setbacks.

Town Planner Miller stated that the balconies were only allowed to encroach in the RM1 and RM 2 Districts and, on the building coverage, anything that is visible must be 60 percent and the tower must be 40 percent.

Attorney Steve Wernick came forward to address the Council. He stated that the developers would only like to make the correction to the Code to make the Town a better place. He felt that they needed clarity on the Code to be confident that, when the project was designed, it would be a great project.

Hector Walda, 1150-103 Street, came forward to address the Council. He felt that the bottom line to all of the discussion was to maximize the profit. He questioned if there was a design that the public could see and asked if it had been compared to other neighboring cities. He felt that this correction would only enable them to build a larger structure and he was opposed to the Code correction. He asked the Council to preserve the harmony in the Town.

Paul Basile, 9240 West Bay Harbor Drive, came forward to address the Council. He stated that residents were concerned with the density. He felt that the developers were not asking for an increase in the density, but he felt that a high end development would require bigger balconies. He thought that they were only asking for more space for bigger balconies. He was in favor of the change.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that this was not a mistake in the Code. She felt that smaller setbacks would create smaller space and she stated that none of the buildings shown could be built unless they had proper parking. She felt that the head in parking was illegal and there was no breathing space for the RM 1 and 2 buildings.

Marcus Frankel, 10261 East Bay Harbor Drive, came forward to address the Council. He felt that the issue was to allow balconies not to be included in the coverage. He felt that had nothing to do with encroachment. There was a minimum 20 percent setback and the waterfront could only go 4 feet with 40 percent ground coverage. He stated that he agreed with Mr. Taplin and Wendy Auerback that this was an opportunity to improve the community. He felt that the Town should embrace the opportunity to build high end developments.

Joel Reed, part of the P 3 Team and a certified planner for over 12 years, came forward to address the Council. He stated that the 2013 Design Review provided a more detailed design for the Town and balconies were associated with higher end units. He asked the Council to provide clarity in the Code.

Teri D'Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She felt that the RM 3 District represented what the Town was before. She stated that she moved here for more view and space, but felt she was constantly being trespassed. She felt that the balconies were about being creative and suggested to change the RM 1 and 2 Districts as well.

Gabriel Boano, 9434 West Bay Harbor Drive, came forward to address the Council. He felt that the Code needed to be corrected to have better developments. He stated that it would be a pleasure to have this firm and developers work in the Town.

The Planning & Zoning Board members were asked to come forward and give their opinion.

Board Member Tom Telesco came forward to address the Council. He felt that the Board was there to protect against bad projects. He stated that all projects were built for profit. He also felt that the Board should be the ones to call the shots for designs.

Board Member Jerome Gavcovich came forward to address the Council. He felt that residents were pushing for designs when one was not ready yet. The lot coverage would be an issue if the balcony was not usually counted, but it was counted for the RM 3 District. The encroachment into the setback was 2 feet in the side and 4 feet in the front and rear. He stated that many of the Municipalities did not have lot coverage in their residential areas.

Board Member Steve Hurwitz came forward to address the Council. He stated that he felt the Zoning Code, over the last few years, had made a progress and that the Code change would be great. He stated that the Board would like to consider the project.

Board Member Roberto Gambach came forward to address the Council. He felt that many people were thinking of the density. He felt that the Council should allow the project to move forward.

Board Member Oscar Sklar came forward to address the Council. He agreed with the fellow Board members. He stated that to him a balcony was just a projection and he would like to use the terraces. He felt that the developers were trying to build a large terrace and completely agreed with that. He felt that would allow them to sell the larger condo easier. Also, he also believed that they should be seen on a case by case basis. He suggested letting the Board decide on case by case basis.

Board Member Jaime Schapiro came forward to address the Council. He felt that there was a world renowned firm that was willing to design projects in the Town and suggested that the developers build within the parameters that they are asking. He also suggested that the Board be the one to decide. He felt that they should allow the Board to see the changes on the plans. He suggested allowing the Board to work with those parameters.

Board Member Jed Frankel came forward to address the Council. He stated that he agreed with the fellow Board members and felt that the Board's concern was with the aesthetics and designs.

Council Member Salver asked the Board Members if they would vote for the change and they said yes.

Mayor Yaffe asked if the Planning & Zoning Board could review a project that did not meet Code. Assistant Town Attorney Simone stated that, no, they could not. Each project must meet Town Code before going to the Board and the Town did not want to spot zone.

Attorney Wernick stated that there had been no project presented at this time. He also stated that they didn't want to spot zone. He knew that when a project came to the Board it must meet the Town Code and the Board only tried to make a greater design. He also did not feel this would change the intent of the Code and asked the Council to approve the suggestion.

Town Manager Wasson re-stated that there would be no encroachment and the change would only be for the RM 3 District, with the other two Districts remaining the same.

Council Member Reid felt that the Planning & Zoning Board was asking for direction on this item.

Town Planner Miller reminded the Council that the Town Code had transformed the simple setback into design guide lines, but they could not override the land development regulations.

Council Member Reid asked for more side elevations on the plans for the projects because she was having a hard time reading them and picturing the outcome.

Council Member Bruder felt that there should not be any encroachments. She suggested not having any commercial entities either, but agreed with not counting the balconies as livable space.

Council Member Fuller felt, if there was a high end building with a restaurant that would allow for public participation, he would agree with that commercial purpose in the RM 3 District. He suggested that be reviewed on a case by case basis, but would only support it if it was open to the public.

Council Member Reid asked for no encroachment into the setbacks.

Attorney Wernick asked that the ordinance read that the Planning & Zoning Board could decide if encroachment would be allowed.

Council Member Rousselott stated that she was in favor of the Code change because she would like to welcome better projects that were high end condominiums with less density.

Council Member Fuller stated that he would like to improve the quality of life and he felt that they needed to encourage larger units with smaller density.

Council Member Bruder felt that the Town should not allow encroachment into the setbacks.

Vice Mayor Leonard thanked the developer and firms from Italy for their valuable input. He stated that there was a petition in email form to him and many other residents. The comments made by residents were that they were concerned with high rises, increase in density, noise, parties, side setbacks would be reduced, the balcony would go into the setback, zero lot lines, balconies touching each other, and protecting the quality of life. He felt that the Town needed less units and he would like to support no encroachment to the setbacks.

ACTION: Council Member Bruder made a motion to extend the meeting past 10 p.m. Vice Mayor Leonard seconded the motion and it passed unanimously.

ACTION: Consensus of the Council was to add this item to the November agenda to correct the Code regarding having no encroachment into the setbacks in the RM3 District.

Mayor Yaffe stated that the conclusion was that the RM 3 District should be consistent with the other Districts and the balconies should not be included in the livable space.

Item 2. Discussion and direction to staff regarding possible zoning amendments for balconies in the RM1 and RM2 District.

PUBLIC COMMENT

Council Members Bruder and Salver stepped off the Dias.

Joel Simmons, 9601 East Bay Harbor Drive, came forward to address the Council. He questioned if there would be changes in RM 1 and RM 2 Districts, if the RM 3 District changes were made. He felt that the RM 3 District had very poor housing development.

Juan Ilarena, 1155 103 Street, came forward to address the Council. He stated that there was a petition for 2 reasons. One; to urge the Council to vote against the RM 3 changes in the Code related to the balconies and, Two; the residents were against the noise and demolition of historic buildings. He thanked the Board for their service. He encouraged the developers to have less noisy mechanical equipment in locations that does not bother neighbors. Also, he felt that underground parking was a hazard because of flooding. He thanked them for addressing the commercial element and the issues.

Council Member Bruder returned to the Dias.

Vice Mayor Leonard questioned Town Planner Miller regarding the noise issues. He explained that the project mentioned had 5 foot setbacks and the air conditioning was in the garage and the machinery is

being changed out due to noise. He stated that type of building could no longer be built due to the changes in the Code. Also, he referred to his report and stated that the Code for the RM 1 and RM 2 Districts were very similar to what other cities have. There was always some kind of small encroachments due to walkways, planters, balconies, etc.

There was a brief discussion regarding the water issues due to the amount of rain at this time of year.

Victor Maya, 1155-103 Street, came forward to address the Council. He stated that, when a complaint was made regarding the noise level to the Clerk, she has stated that the noise level was up to Code. He had attended many Board meetings in the past and almost always the balconies were approved. But there had been air conditioning units placed on the balconies and there is a noise issue with the compressors. He felt the Council should ban that type of equipment on the balconies.

Council Member Salver returned to the Dias.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that there was a parking problem. She stated she felt that the Districts were unique and all different in their own ways. Also, she felt that the Town Planner wanted to make all of the Districts the same and she felt that should not be allowed. She felt that the parking should be addressed by the Council.

Marcus Frankel, 10261 East Bay Harbor Drive, came forward to address the Council. He felt that the change would be good and that some of the ordinance changes that had been adopted were good changes. Also, he felt that a 10 foot balcony stepping into the setback, allowing outdoor access, was minimal and that no changes should be made to the RM 1 and RM 2 Districts. He felt rooftop recreation was also a good benefit to encourage. He also agreed to not allow ac units on the balconies.

Teri D'Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She stated that previously lived on the water then later moved inland, but she loved the outdoor island life style. She felt they were trying to get too much in the envelope of the building. She thought the outdoor space was a good thing, but the buildings are too big. She also felt the RM 2, which is interior lots, should remain the same. She felt that 14 feet between buildings was too small.

Hector Walda, 1155 – 103 Street, came forward to address the Council. He stated that he felt the Council would not receive any requests by Monday for commercial restaurants. He asked that they continue not to accept commercial on the properties in the RM 3 District.

PUBLIC COMMENT CLOSED

Council Member Reid felt that the 2 foot encroachment should not be allowed on a single lot and wanted no more encroachment in the setbacks in RM 1 and 2 Districts.

Board Member Jerome Gacovich, came forward to address the Council. He stated that the 2 foot encroachment would allow bigger balconies, but would not necessarily mean that would happen. Not in favor of doing away with the projection. He felt that in the RM 3 District the pedestal the setback should be larger. He suggested that the Council not allowed any equipment on the balconies, such as ac compressors or generators and the balconies should be limited to habitable use or planters. He also felt they should only limit the balconies to a height of 42 inches and no equipment.

There was continued discussion regarding the pedestal of a building; the Code changes; enhancement of the building; balconies; encroachment; Fire Department requirements; and the process of approval.

Council Member Bruder left the meeting.

Town Attorney Simone stated that approval of the architectural enhancements might be affected if they take away the 2 foot encroachment.

There being no further business the meeting was adjourned at 10:50 p.m.

MAYOR

ATTEST:

TOWN CLERK

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

A Regular Council meeting was held on Monday, January 12, 2015 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe	
Vice Mayor Jordan Leonard	Council Member Stephanie Bruder
Council Member Joshua Fuller	Council Member Kelly Reid
Council Member Solange Rousselot	Council Member Isaac Salver

Council Member Rousselot addressed the Council and announced that she was resigning from the Town Council. She explained that she found a beautiful home that was good for her kids and thanked all of the residents and staff for all of their efforts for the Town. She also urged the Town Council to maintain the Town the way it was and felt that it was a blessing to have the opportunity to serve the residents.

At this time Former Council Member Rousselot left the meeting.

REPORTS:

Item 1. Committee Report - Environmental Impact Committee

Vincent Martino, 1055 93 Street, came forward to address the Council. He reported that the Environmental Impact Committee received two applications for the beatification award, with a possible third. He asked the Town Council to extend the application period to provide the residents additional time to apply. Council Member Reid suggested adding the application to the monthly newsletter.

ACTION: Consensus was to extend the application period for the beatification award for two months.

Town Manager Wasson reported that both bathrooms on the first floor in Town Hall had been remodeled, but the second floor bathroom would continue to be open only to the ladies. He also added that the Broad Causeway construction continued to expand to 2 lanes and the contractor had agreed to work through the weekend. He stated that the 98th Street Park would be opening soon; the construction was progressing with the addition of more trees in the tot lot area for shade and the splash area. He also reported that at a recent Planning & Zoning Board Meeting there were issues that arose on pest control. He stated that problem was seen from time to time with the demolishing of properties. He added that he would be covering that in the upcoming months, by adding it to the project checklist. He also stated that the Historic Preservation Board would be having a meeting on January 22nd to discuss Bay Harbor Islands and they were in the middle of completing a survey of the Town. He explained that the survey was to outline every building on the Island.

Town Attorney Sherman reported that the consent agreement with Sandra Snowden would expire in 2015 and asked if the Town Council wished to do a public forum to have an ordinance to regulate holiday decorations, if so it would have to be added as an agenda item for approval.

Town Clerk Marante reported that the Planning & Zoning Board meeting approved four new projects and they were scheduled to have another project revision for January 20th.

COUNCIL REPORTS:

Council Member Fuller reported that Comedy Improve would be back in Town on the January 31st at 8:30 p.m. to promote business in the Business District.

Council Member Bruder reported that there would be a new restaurant in Town called O'Lima and it was scheduled to open in February. She also asked for Council consensus to approve the proposed event, Taste of Bay Harbor Islands. She explained that the event was to promote local businesses and would allow residents to taste and shop along Kane Concourse on the Wednesday before Valentine's Day.

ACTION: Consensus was to move forward with the Taste of the Town event scheduled for February 11th.

Vice Mayor Leonard reported that he attended the first Annual Snow Day in Bay Harbor Islands and thanked the Staff for a job well done.

Council Member Salver reported he attended a meeting with the Florida League of Cities and the Children's Trust Meeting and submitted the annual report from 2014.

Council Member Reid reported she attended the Environmental Impact Committee and Planning Zoning Board Meetings last month. She worked together with the EIC on the Keep America Beautiful Award.

Mayor Yaffe reported he attended a meeting outside of Bay Harbor Islands with a much shorter agenda and asked for the Council to consider restructuring the Agenda to be shorter.

GOOD AND WELFARE:

Doris Marano, 9400 W. Bay Harbor Drive, came forward to address the Council. She agreed with the only having 3 minutes to speak and asked the Council to listen to the residents. She suggested the Town have neon signs to advise the residents on upcoming event like snow day, Council meetings, Committees Meetings.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She wished everyone a happy new year and stated that she was the landlord of 4 different businesses and they all went out of business. She urged the Council to discuss the child molester in Town.

Gay Royce, 1075 92 Street, came forward to address the Council. She stated that she lived in Town for 15 years and never had a rodent problem.

Kathleen Kennedy, 9271 W Bay Harbor Drive, came forward to address the Council. She wished everyone a happy new year and stated that she loved the flowers on the Kane Concourse. She also stated that she was disappointed that the League was not distributing any turkeys to the residents and felt that the Town Council could have communicated better with this issue.

Victor Maya, 1155 103 Street, came forward to address the Council. He thanked Town Manager Wasson for handling the rodent problem, right after the Planning & Zoning Board meeting. He stated that there

were many residents that were notified of the DRC meetings in Town, until recently. He was also opposed to the free day that was given to the Town employees recently for the holidays.

Paul Ruthfield, 1231 94 Street, came forward to address the Council. He reported that his neighbors had a noise problem with recent construction. He suggested a sign coming in from the west to Bay Harbor, instead of the entry sign on the causeway.

Juan Llarena, 1155 103 Street, came forward to address the Council. He expressed his support for a Historic designation in Town. He felt that the underground construction could lead to bigger issues.

Vincent Martino, 1050 93 Street, came forward to address the Council. He stated that he lived across the street from one of the properties with the rodent problem and thanked the Town Manager for addressing the problem fast. He also urged the Town Council to be proactive and address any problems before they happened while properties were demolished.

Susan Luck, 1180 W. Bay Harbor Drive, came forward to address the Council. She stated that she attended the Planning & Zoning Board meeting where these problems were discussed and asked who would be responsible for picking up the traps and poison because she was concerned with the fact that kids could come into contact with the poison.

Melissa Angulo 1075 92 Street, came forward to address the Council. She wished everyone a happy new year. She explained that the rodent problem was the result of all of the ongoing property demolitions. She thanked Town Manager Wasson for his initiative and appreciated the involvement.

Town Clerk Marante reminded the residents that all of the outgoing flyers for new developments had the contact information and hours of construction.

Council Member Reid stated that the new committee format was not working and added that the Environmental Impact Committee had only three members available. She also stated that she received a call from a developer right across from her building and they worked together with the neighbors. They did a standard perimeter study. She felt that it would be a great idea to get the residents involved in the staging meeting for new developments and the Development Review Committee.

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.)

Item 2. Approval of Minutes of the following Meetings:

- A. Regular Council Meeting- June 9, 2014**
- B. Regular Council Meeting- August 11, 2014**
- C. Workshop Meeting - August 20, 2014**
- D. First Budget Hearing - September 8, 2014**
- E Regular Council Meeting - September 8, 2014**

Item 3. Approval of Emergency Bascule Bridge Repairs for the replacement thrusters that released the brakes in the amount of \$22,316. The Town Manager is authorized to make emergency repairs according to Section 3.01(e) of the Town Charter.

Item 4. Consideration and Approval to carry-forward appropriations from the 2013-2014 budget into the 2014-2015 budget.

Item 5. Consideration and Approval of an expenditure for the lease of four (4) new police vehicles through Mears Motor Leasing Company. The total expense for this year budget is \$21,544.80.

Vice Mayor Leonard requested to pull item 2. – C; Workshop Meeting Minutes for August 20, 2014.

ACTION: Council Member Salver made a motion to approve the Consent Agenda without Item 20C. Vice Mayor Leonard seconded the motion and it passed by unanimous poll vote with Council Member Bruder off the Dias.

UNFINISHED BUSINESS:

Item 6. Approval of an ordinance on second 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.

At this time Council Member Bruder returned to the Dias.

Town Planner Miller came forward to address the Council. He stated the proposed ordinance was to remove the commercial component from the RM-3 District.

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

Item 7. 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 addressed the Council. He presented them with a sample LED light fixture for the East Island. He explained that it was a white light similar to what was currently on Kane Concourse and felt that it would look great with the current gray poles. He stated that Florida Power & Light informed

him that they could start as soon as it was approved and it would be a fast installation. He also added that the other option was the old style tear drop that that would cost \$100,000 more than the proposed cost.

There was a detailed discussion by the Council on the sample LED light fixture; other possible options; white lighting; the asking price of \$206,453; the tear drop option; the option to add decorative poles at a later date; and the estimated savings when using LED lighting.

PUBLIC COMMENT

Susan Luck, 10180 W. Bay Harbor Drive, came forward to address the Council. She urged the Council to seek more options and look at the quality of the light.

Frank Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that lighting options and the light fixture should have been discussed by the Planning & Zoning Board. She stated that she would like to see more lighting be replaced on Kane Concourse.

Council Member Salver asked the consultants from Stantec for their opinion on the LED Lighting.

Stantec Consultant Eddie Llamas, came forward to address the Council. He felt that LED lighting was the right choice for the Town.

CLOSED PUBLIC COMMENT

Town Manager Wasson stated that this was the last component of the Community Enhancements and added that this was the most modern style available.

ACTION: Council Member Bruder made a motion to approve the replacement of the street lights on the East Island. Vice Mayor Leonard seconded the motion and it passed 6-1 by poll vote with Council Member Fuller opposed.

NEW BUSINESS:

Item 8. Discussion requested by Mayor Yaffe regarding the agenda organization and the duration of Council Meetings.

Mayor Yaffe stated that the November Regular Council meeting was the longest yet and he had staff research other surrounding city's agendas to compare and make the Town's monthly agenda finish quicker. He felt that the longer the meeting the less productive the Council was and urged the Town Council to decide on a cut off time. He suggested that any leftover items be deferred to a later date.

There was a brief discussion by the Town Council regarding changes and suggestions to change the order of the agenda as currently formatted; to have public comment at the beginning; manager reports; limit time for public comment; cut off time for meeting to 11:00 p.m.; addition of resolutions to the consent agenda; and any deferred items to be stated at the beginning of meeting of the Agenda.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that not having a meeting in December affected the January meeting. He also felt that all business that was on the agenda should be addressed and that they could limit the public comment to 2 minutes, but still keep a freedom of expression.

Paul Ruthfield, 1231 94 Street, came forward to address the Council. He felt that if, as a citizen, he had important business to discuss it should not wait till the next day to be discussed because maybe he could not return the following day. He felt this was important to the citizens and they were the most important, not the professionals. He was also concerned that they were limiting the citizen's participation.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She felt that this was a great idea and the cut off time should be at 11 pm. She stated that she would like to have the Council be paid a salary in order to have qualified people on the Council.

Vice Mayor Leonard stated that he felt that this re-organization would be a big change to the agenda.

There was discussion regarding keeping good and welfare at the beginning of the agenda; a 2 minute time limit; putting as many items as possible on the consent agenda; and limiting the time on the Council reports section.

Consensus was to test the new format on the next agenda.

Item 9. Discussion requested Vice Mayor Leonard about the possibility of adding fitness equipment at other Town Parks.

Vice Mayor Leonard stated that he was approached by a resident regarding this matter.

Council Member Reid ~~suggested using the 97 Street Park for installation of exercise equipment~~ asked if the equipment proposed was the same as what was currently installed on the 92 Street Park. Vice Mayor Leonard stated that this was just a discussion item and just wanted to get the residents input on the subject.

Ken Eskin, 1310 99 Street, came forward to address the Council. He stated that for years he had to go across the bridge to use fitness equipment and wondered why he couldn't do it here. He thought it would be a good idea for the Town.

Burnett Mickely, 1075 92 Street, came forward to address the Council. He stated that he exercised everyday early in the morning and the park was locked. This was the only time when he could exercise.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She questioned why this issue was not brought before the Parks and Recreation Committee or the Planning & Zoning Board. She did not understand why the Council had to decide. She also stated that the Committee had not met since the 98 Street Park was started. She felt the committees were not given the responsibility to choose and the Council should be concerned about the toxic chemicals in the ground.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He felt that they should look at 63rd Street on the beach and also felt that the 98th Street Park should have the equipment. He did not want to

take away from the passive parks because they were empty areas that could be enjoyed. He felt the founders of the Town had wanted an open park.

Discussion continued regarding the type of parks; noise; the passive parks; and the beauty of the open areas.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She questioned where the equipment was going to be, but she felt that it was a great idea. She asked if it should be at the Tot Lot and felt it should be lifestyle equipment.

After a brief discussion, the consensus was to send this issue to the Parks and Recreation Committee for discussion and review.

Item 10. Discussion requested by Council Member Bruder regarding holiday decorations for 2015.

STAFF RECOMMENDATION: Council Discretion.

Council Member Bruder stated that this was the end of the prohibition to put up lights. She wanted to enjoy the festivities more and add more lights on Kane Concourse.

Town Manager Wasson stated that he would have a company look at options for more lights on the median and on the street. He would bring back information and a proposal.

Vice Mayor Leonard wanted to know what Bal Harbour did for decorations.

Town Attorney Sherman informed the Council that the law states, if the Town was not going to have a public forum, then it was up to the Council to decide. He also stated that the Menorah and Christmas Trees are not religious symbols.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She questioned if the nativity was a religious symbol. Town Attorney Sherman stated yes it was. She felt that Council Member Bruder should take the lead on picking the decorations. She also suggested to have the developers to pay and donate decorations to light up the Town and not make it religious, just light it up all the way to the bridge.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that the Town was always battling religion. She felt that was unfair to not be able to go and see the decorations on the causeway. She wanted it to be fair for all religions and religious ceremonies.

There was a brief discussion regarding an incident last year that was sponsored by Bal Harbour.

Item 11. Discussion requested by Council Member Reid regarding the possibility of adopting an ordinance prohibiting the use of Styrofoam containers.

Council Member Reid included the ordinance from Miami Beach for the packet, but wanted to propose a full ban on any use of Styrofoam containers in the Town. She stated that they are harmful for the environment. There was discussion regarding a full ban; recycling; talking to business owners; knowing the need to ban the use; and doing a full or partial ban

PUBLIC COMMENT:

Eric Watts, Crush Recycling Solutions, came forward to address the Council. He felt there was a lack of knowledge about the Styrofoam. He stated that there was a lot of recycling being done with Styrofoam, like making picture frames, glass frames, etc. He recommended that the Council meet and talk about being the first in Florida to recycle it into other things. There was discussion regarding how and where to recycle Styrofoam; who would recycle; the procedures at Crush Recycling; job creations; all processes being done in the USA; and service to recycle for the local residents. Mr. Watts stated that he would set up a station for his company to pick up the Styrofoam in the Town. Discussion continued regarding how the recycling would be done.

Javier, Representative from EPS Food Service Products, came forward to address the Council. He represented the company making the dark containers. He stated the cup was not recyclable, but he didn't want it banned. Discussion continued regarding how to recycle; donation of bins for the cups; impact on the Town; his willingness to assist the Town in the recycling process.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She brought up the health impacts from the Benzene in the cups on the residents. She stated that the Town should be more educated and it was a very interesting idea to be a leader to stand up and be environmentally responsible for the community.

ACTION: Vice Mayor Leonard made a motion to extend the meeting past 10 p.m. Mayor Yaffe seconded the motion and it passed unanimously.

Josie Colina, owner of Crush Recycling 16266 NW 49 Street, came forward to address the Council. She stated that she understood the concerns from the Council, but it was more dangerous to clean the windows in your home than drink from a Styrofoam cup. She stated that she would like for the Council to be open to recycling and to consider the impacts before banning the product. She was offering a solution to recycle a product. She stated that putting the cups in the garbage with Waste Management should recycle them. Discussion continued regarding the cups being in the landfill for 50 years; a solution; banning them; and recycling.

Council Member Fuller stated that he felt they should sit down with the Town Manager to discuss a solution and come back to the Council.

Consensus was to move forward with a proposed ordinance and have further discussion at the next Council meeting.

Item 12. Discussion requested by Council Member Reid for approval to have an efficiency study of town departments and a salary survey.

Council Member Reid had this idea around budget time from salary comparisons done by the Manager for new positions. She remembered Town Clerk Marante mentioning that, at one point, Manager Tindle hired a private company to do a salary survey, but it was so long ago that there was no records. She felt that this would be a good idea, since there were new employees, changes could be made and the Town could learn from the process. She thought it would be similar to an audit.

Council Member Fuller questioned the cost for the study. Council Member Reid wanted to see if there was an interest before getting a cost.

Vice Mayor Leonard asked for the Town Manager's opinion on doing a study. Manager Wasson stated that there was a survey for the finance director, engineering, manager and assistant manager positions, but he did not know what the cost for that type of study would be. He thought that everything was working well at this time even though they were doing more and the number of employees went from 100 to 80.

PUBLIC COMMENT

Victor Maya, 1155 - 103 Street, came forward to address the Council. He stated that his career was in the field of labor and employment and no one liked to have someone from the outside look at the way things were done. He felt that there was an issue in Town, especially after seeing a copy of the e-mail regarding employees feeling unappreciated. Mr. Maya stated that he felt there might be an issue with engaging employees, because the extra day off would only cost \$9,200. He knew that happy employees did better work. He also felt there were many areas that could be improved and the Town would not lose anything by having a study done.

PUBLIC COMMENT CLOSED

Town Clerk Marante commented that the e-mail referenced was written by her and it was taken out of context. It was not referring to anything internal. The e-mail was referring to residents coming in and complaining that employees made too much money and making them feel bad. The employees felt unappreciated by the public, not the manager.

ACTION: There was no interest from the Council to conduct a study at this time.

Item 13. Discussion requested by Council Member Reid to possibly amend the Town Code to prevent new development from using one bedroom units with a den to convert the unit to two bedrooms later on.

Council Member Reid explained that she saw an ad that stated that a unit for sale could be converted to a two bedroom from a one bedroom with a den. The developers have been stopped from advertising that, but she wanted to stop that from being possible.

There was a brief discussion and consensus was to change the Code in order to stop that from being done. Town Attorney Sherman was instructed to come back with an ordinance to correct that issue.

Item 14. Discussion and approval regarding attendance at the 61st Miami-Dade County League of Cities Installation Gala on Saturday, February 7th, 2015. Enclosed is the information on sponsorship packages and the cost of advertisement in the journal. Staff needs to know how many tickets to purchase and what size advertisement to order.

Vice Mayor Leonard recommended doing the same as last year. Town clerk Marante stated that was the bronze package.

ACTION: Consensus was to do the bronze package, same as last year.

Item 15. Consideration and Approval for Hardesty and Hanover, LLP to perform construction engineering inspection services associated with the Bridge Rehabilitation Project (BC 142), previously awarded to M&J Construction of Pinellas County, Inc. The cost of this service is \$847,755.75, and will allow Hardesty to perform CEI work over the course of the 18 month Contract Period.

Town Manager Wasson informed the Council that the amount was less than 10 percent of the bid.

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

Item 16. Consideration and Approval of Scope of Work by Recreational Design & Construction, Inc. for Design/Build services to construct the Bay Harbor Islands Community Center.

Vice Mayor Leonard stated that he had talked to the Manager and it would be completed in 2015.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She questioned if the money was going to be accepted for the project and they would have to let everyone in the center.

Assistant Manager Jimenez stated that an agreement would be coming next month and, if accepted, they would have to be open to the public.

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

Item 17. Consideration and Approval of a proposal from Florida Power and Light in the amount of \$190,070 for an underground conversion plan to eliminate the overhead wood electric poles which connect power from the East to West Island. Enclosed is a copy of the proposal.

Town Manager Wasson informed the Council that this started many years ago and he was concerned about the poles. He gave a brief description of what had happened and presented a drawing. He also explained how it would be done and felt it really needed to be done.

Victor Maya, 1155 - 103 Street, came forward to address the Council. He felt it was great that this was finally getting done. He stated he was tired of the inequality from one island to the other. He wanted to know why the Town did not contribute to the undergrounding for the east island. He also wanted to know why the money was coming from the Causeway Reserves and staff was not talking about the bridge accident last December.

Town Manager Wasson explained that the power line went from the east to the west. As for the undergrounding, it would not affect the power lines, it was for the transformers that would give it 2 ways to back feed, so the entire Town would not lose power at the same time.

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

Item 18. Consideration and Approval of Staging Areas for the Broad Causeway Bridge Rehabilitation Project.

Town Manager Wasson explained that the paving would be starting soon. Council Member Fuller wanted to make sure everything was environmentally safe. Manager Wasson assured him it was.

ACTION: Vice Mayor Leonard made a motion to approve the staging area. Council Member Bruder seconded the motion and it passed unanimously.

Item 19. Request for Approval of a proposal from Federal Signal, Inc. for phase two of the License Plate Reader Program (LPR) for a total of \$69,221.00 to be paid from Capital Outlays from the 2013/2014 Budget. Legal has reviewed and approved the contract.

Town Manager Wasson stated that this was phase 2 and everything was going well with the system.

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

There being no further business the meeting was adjourned at 10:33 p.m.

MAYOR

ATTEST:

TOWN CLERK

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

A Regular Council meeting was held on Monday, February 9, 2015 at 7:30 p.m. in the Council Chambers. 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 Isaac Salver

Mayor Yaffe congratulated Vice Mayor Leonard and his wife on the birth of their son, Max. He also thanked everyone for their patience during the break between meetings.

Mayor Yaffe explained the changes on the agenda. During Good & Welfare the public would have three minutes to speak, but on the individual items the public would only have two minutes to speak. The goal was to finish the meeting by 11:00 p.m. or earlier. He also informed the public that the agenda stated that any item not addressed at the meeting would be heard the next evening at 7:00 p.m.

SPECIAL PRESENTATION:

Mayor Yaffe reminded everyone that the vacant seat that Solange Rousselot resigned from last month needed to be filled. He stated that there were 5 candidates who would address the Council, but there would be no public comment.

Town Clerk Marante explained that each candidate would come forward in alphabetical order to address the Council and after that the Council would vote and there would have to have a majority vote and then the new member would take their place on the Dias.

Item 1: Selection and appointment of new Council Member to fill the vacancy left by Solange Rousselot.

David Anderson came forward. He congratulated Vice Mayor Leonard on the birth of his son. He stated that he submitted an application for the council seat and had been a resident since 1994. He was President of the Bal Mount Condo and enhanced the property. He was involved in the Rotary Club; the Lighthouse for the Blind; an international project that distributed polio vaccine in Guatemala and he practices law in Florida. He commended the Council for the work they did to enhance the quality of life for Town

local schools and he was involved in the community. He had heard the call for someone from the east island to fill the vacant Council seat. Mr. Eskin stated that he was involved in the charrette to update the comprehensive plan for the Town. He also recently brought to the attention of the Council the need to upgrade the parks outdoor equipment.

Jack Karson came forward. He thanked the Council for the opportunity to speak to them. He was seeking to support the Council by fulfilling the vacancy. He was committed to Bay Harbor Islands. He stated that he had 3 kids, who all went to Bay Harbor Elementary School and his wife's family was part of the initial founders of the islands. He felt that he was ready to serve the community because he had different experiences in Town with regards to zoning and the toll. Mr. Karson stated that he would like to make Kane Concourse a success for all of the business owners and that he was also interested in the comprehensive plan. He would like to represent all of Bay Harbor Islands, not just the east island. He felt that he would serve the community at his best.

Paul Ruthfield came forward. He stated that for the last few years he had attended the different Town meetings, like the Council, Workshop, and Committees, and he also had applied for the Charter and Ordinance Committee. He felt that he did not have to learn what was going on in Town because he had been present and was up to date with all of the Town events and meetings. He stated that there was a large group of seniors in Bay Harbor Island he and could properly represent those seniors. Mr. Ruthfield felt that he could be a great asset because he had expertise in the financial arena and he felt that there were many areas in the finance field that could be improved. He stated the he was the president of the Miami Beach Senior High School Alumni Association. He also felt that he could offer the time and knowledge that was needed and he asked the Council for the opportunity.

Tom Telesco came forward. He congratulated the Vice Mayor on the birth of his son, Max. He stated that he currently served on the Planning & Zoning Board. He was married with 3 children and 1 grandchild. His wife and he were registered as independents. He also served on the Board & Alcohol Commission as a substance counselor. He was President of the Home Improvement Council in New York. In 1992 he was a member of the Miami Chamber of Commerce. Mr. Telesco stated he was a licensed architect with an office at 1111 Kane Concourse and sits as a board member for that building. He felt that there were a lot of things that needed to be addressed by the Council regarding the Town Code.

There were a couple of questions by the Council and a brief discussion. Town Clerk Marante then passed out the ballots to the Council. There was no majority vote and Town Clerk Marante passed out another set of ballots. Council Member Bruder asked what happened if there was no majority vote. Town Attorney Sherman stated that, if there was no majority, then the seat would stay vacant until the next election in April. Town Clerk Marante reported that everyone got one vote and Mr. Telesco received two votes.

Vice Mayor Leonard asked for discussion. He felt it was great that there were 5 different applicants, but thought that there should only be a couple more rounds of voting. Council Member Reid thanked all of the applicants for their interest.

Town Clerk Marante reported that Mr. Eskin and Mr. Telesco received two votes each on the second ballot. She passed out the third set of ballots. Town Clerk Marante stated that it was tied 3-3 for Mr. Eskin and Mr. Telesco. She passed out the fourth set of ballots. She stated that it was still tied.

ACTION: Consensus was to hold a special election in April to fill the vacancy.

Item 2. Administration of Oath of Office to the newly selected Council Member (to be administered by Town Clerk Marante).

No action required.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Mayor Yaffe explained the reason for this new section of the agenda and asked the Council if they would like to withdraw any item. Council Member Fuller withdrew item #12 and Mayor Yaffe pulled Item 4.

Mayor Yaffe welcomed Mr. Murgado and Alex from ocean Cadillac. They came forward to address the Council. Mr. Murgado stated that he came to Florida in 1970 with a purpose to enjoy life and sell cars. He stated that he had remodeled the store and welcomed the residents to stop by the new store. Alex Andrea thanked the Town Manager and staff for the warm welcome to the Town and for all the help.

Mayor Yaffe stated that Item 16 would be taken out of order at this time in order that Vice Mayor Leonard could leave the meeting early.

Item 16. Discussion and approval of 2015 Regular Council Meeting Calendar. Enclosed is the proposed calendar.

Vice Mayor Leonard stated that he would like to propose last year's schedule, which had no meetings in July and December. Council Member Reid stated that she would like to have 12 meetings a year. There was a brief discussion about the dates, the summer vacation time, holidays and the fact that a special meeting could always be scheduled.

ACTION: Consensus was to have 10 meetings as proposed.

TOWN MANAGER'S REPORT:

Manager Wasson reported that the 98th Street Park grand opening would be Sunday, March 8th at 11:00 am. He also reported on the traffic issue during the construction, which has gotten better. There was discussion about the project and the time it will take being about 14 months. He reported on the speed of traffic after the removal of the toll plaza. The area is the same as before, coming down off the bridge. He was going to install a speed sign for a while. Council Member Fuller questioned if there would be pavers at the crosswalks and Town Manager Wasson said there would not be any.

Item 3. Report on Investment Performance by Mr. Dan Brea of BNY Mellon.

Dan Brea of BNY Mellon came forward to report to the Council for the 2014 year. He stated that in the Town's Portfolio the average current yield was up 1.98%, the average yield to maturity was 1.34% with the average duration of 3.05 years. The contingency fund was up 2.01%, the general fund up 2.02 % and

the water fund was up 2%. The Benchmark was up 3.13% for the year. Annualized since inception, the contingency fund was up 4.9%, the general fund was up 4.98% percent and the water fund was up 5.13% percent. The Benchmark was up 5.20%. There were no questions.

Dave Caserta, lobbyist, came forward to address the Council. He informed the Council that the application deadlines had been met, the 300K dollar request for the sewer line and manholes was in on time, but the Senate had not decided whether they would move forward with the water projects. Council Member Salver questioned if there was any legislative needs to watch out for. Mr. Caserta stated that not at the present time, but he worked closely with the League of Cities and if something surfaced he would notify the Council. There was a brief discussion regarding the Urban Administration, the Florida League, traffic congestion, money for historic value and attendance to the annual Dade Days.

Mayor Yaffe stated that the Town received an award from the Miami-Dade League at the annual meeting. He also reported that the Town hosted its annual 5/10k race/walk event that was a success. He thanked Regine and Bridget for their hard work. He also thanked Council Member Fuller for the Chasing Tails event, which the restaurants participated in and was also a success.

Also, he stated that Oh Lima did have a small tasting table at the Taste of the Town event, even though they were not open yet. There would be another Taste of the Town event on the 11th and tickets could be purchased at Town Hall.

Former Mayor Linda Zilber, a Board Member of the Transportation Department, came forward to address the Council. She encouraged anyone who knew of lights that were not timed properly to please call 311 to report them.

She thanked Council Member Fuller for the Comedy Improve Event that was a success and also for the goodies from Oh Lima. The program was wonderful and so were the goodies. She suggested the residents attend the next Taste of the Town. She stated that a lot of restaurants were participating and the cost would be \$25.

GOOD AND WELFARE:

Janice Silver, 10140 West Bay Harbor Drive, came forward to address the Council. She stated that the Code was written that a garage sale had to be held inside. She stated that she lived in a condo and could not hold a garage sale in a garage, as she didn't have one. She suggested a change to the Code so that the garage sales could be held outside, but not visible to the public. There was a brief discussion by the Council and the consensus was to have staff bring a draft ordinance for review.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that she felt the Town was giving the residents and her harsh treatments regarding building permits. She stated that she had to hire an attorney because of the treatment she was given with her permit. She noted that there were many developers being granted extensions on their building permits.

Salomon Nemad, 1135 103 St., came forward to address the Council. He felt that the vote at the meeting was great. He wanted to see the Council to protect the seniors in his building stay in Bay Harbor

Islands, since their building had been sold. Many people living in the building did not know where to go. He stated that he felt that his building was a historical building.

Victor Maya, 1155 103 Street, came forward to address the Council. He expressed his support for the previous resident. He felt that the residents on the east island were being impacted. He felt everyone could agree that there should not be any encroachments into any setbacks. Mr. Maya had a neighbor who referred to the east island as a war zone. He stated that the Building Department processed an entire permit for demolition without the land owner's signature. He questioned if the citizens were being protected and if the asbestos was being removed prior to demolition.

Council Member Reid asked for clarification of that issue. Town Manager Wasson stated that basically when a building is going to be demolished a contractor is hired. The contractor fills out the paperwork, but when the permit is ready to be pulled the owner has to sign it and then the permit is granted. This is the same operation for all of Miami-Dade County.

Council Member Fuller questioned what was the process for asbestos removal? Town Manager Wasson stated that there was a checklist that had to be followed. He stated that there has to be a signed DERM permit and no Town permit would be issued without that permit and the information was kept on file.

Teri d'Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She passed out information to the Council. She stated that recently she went to inspect demolition files and they had nothing. She also stated that 9 of 14 buildings in her block were scheduled to be demolished within the next year. Ms. d'Amico stated that previously the Town Planner has accused her of providing inaccurate information to the Dade County Historic Preservation Board. She had provided a letter from the Town Planner accusing her of conspiring. She felt it was slanderous and stated that his theory was bogus. She stated that she has been only guilty of loving the Town and trying to help out.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that there was a lot of concern about the ongoing demolishing. She asked the Council to require the owners to clean up the property quickly because they have left piles of debris and asbestos on the properties for a long time. She felt this was a hazard to the children and elderly. She questioned who was responsible to clean up this mess. There had been one started on a Friday and the debris was still there on Monday.

Town Manager Wasson stated that the areas were fenced off and screened. He said generally the debris was cleared as soon as possible. They were not paid by the hour, just by the job, so they want to get finished as soon as possible. There was a discussion regarding how long the debris should stay on the property, safety of removing debris before the entire building was down and the permit process.

Council Member Fuller was disturbed by the language in the letter Ms. d'Amico previously presented them. He knew there were disagreements among residents and staff, but thought there should be a meeting. Town Manager Wasson stated that letter was written for his signature and it was never sent.

COMMITTEE REPORTS: None

CONSENT AGENDA:

Item 4. Consideration and Approval of a Resolution requested by Mayor Yaffe and 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.

Item 5. Consideration and Approval of a Resolution requested by the Town Manager renaming Broad Causeway as Shepard Broad Causeway and requesting that the County and State change their signage accordingly.

Item 6. 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.

Item 7. Consideration and Approval of a new Mutual Aid Agreement with the Village of Biscayne Park Police Department and the Town of Bay Harbor Islands Police Department.

Item 8. Consideration and Approval to renew the Mutual Aid Agreement between the Town of Golden Beach Police Department and the Town of Bay Harbor Islands Police Department.

Item 9. Consideration and Approval to renew the Mutual Aid Agreement between the Village of Miami Shores Police Department and the Town of Bay Harbor Islands Police Department.

Item 10. Approval of a request from the David L. Singer Memorial Foundation, Inc. for renewal of the Town's customary donation of \$500.00 to the 33rd Anniversary of the Special Olympics, Summer Games. The next event will be held on March 1, 2015. Enclosed is a copy of the the funding request form and budget.

Item 11. Approval of a grant agreement between the Town of Bay Harbor Islands and the State of Florida Department of State, Division of Cultural Affairs in the amount of \$500,000 to go towards the completion of the Community Center.

Item 12. Approval of a policy statement to be added to social media sites for the Town of Bay Harbor Islands. Council Member Salver previously requested that the town launch a presence on social media sites such as Facebook and Twitter. Staff has been doing some research and now recommends adoption of the enclosed guidelines to be posted at those sites.

Item 13. Approval for mechanical street sweeping services for Bay Harbor Islands by Star Cleaning USA, based upon a contract price of \$27.09 per curb mile, awarded by the Florida Department of Transportation, District 4 -- Ft. Lauderdale, totaling \$76,068.72. This is a budgeted item not to exceed \$80,000.00.

Items 4 and 12 pulled previously.

ACTION: Council Member Bruder made a motion to approve the Consent Agenda without Items 4 & 12. Council Member Fuller seconded the motion and it passed unanimously.

Mayor Yaffe stated that he attended the annual banquet at the Sea View Hotel. He thanked the Broad Foundation, which had under written the event. He thanked the Foundation for their continued support.

PUBLIC COMMENT

Tom Telesco, 9925 E. Bay Harbor Dr., came forward to address the Council regarding the resolution in Item #4. He stated that he read the whole bill and on page 143 was what would affect the residential market on the coastal high hazard area, the Town. He stated that Miami Beach was opposed to the bill and he felt that they should be against it also. Miami-Dade County had not passed an ordinance on this bill which would not allow any increase in population. He was really opposed to the resolution and suggested to hire an attorney to review it and report to the Council. There was a brief discussion about the resolution and consensus was they would like more information on it.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She did not understand the resolution on the level of water. She felt that the Council was ignoring all the money that was being put in to the infrastructure and that the bridge was not safe. She felt that the Town should build a new bridge and get a bond.

Council Member Fuller stated that he would like for the attorney to add language on Item #12 to clarify that no elected official should use social media because of sunshine law mandates.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that surfside had a similar program and they were being screened on what they could say. She stated that she felt the Town's channel always failed. She also stated that staff failed to update their minutes. She thought that they were adding more work on the staff, it was censoring and she was opposed.

CLOSED PUBLIC COMMENT

Council Member Reid asked staff for a mechanism to communicate with the residents. She stated that there had been local robberies and she would like to get the word out to the residents quickly if something does happen. She knew that the Miami Beach Police reported on local stuff going on in their community.

Council Member Bruder agreed on keeping the community informed. She felt this tool would help them communicate with the residents. She was in support of going slow and learning how to get into the next generation.

Council Member Salver felt it was more transparent and would be good. He felt there could be a down side, but it would be good to go forward slowly.

Town Clerk Marante stated that they would incorporate language and bring it back to the Council.

Council Member Salver felt that having an internship would be a complement to this item and they would need to be literate in the use of the internet. He wanted to move forward with the process.

COMMUNITY REPORTS

Town Clerk Marante stated that there were none submitted.

Council Member Bruder asked if Morris and Ann could come forward to comment on the bridge naming.

Morris Broad and Ann Bussell came forward representing the entire family to express their gratitude to the Council for naming the causeway the Shepard Broad Causeway. He felt that the causeway had honored his family for the past 63 years. Mr. Broad stated that they were very grateful to the Council for the tribute.

ORDINANCES ON SECOND READING: None

ORDINANCES ON FIRST READING:

Item 14. Approval of an ordinance on first reading amending the Town Code Section 23-9 which relates to the minimum size requirements of living units for residential development. This amendment was requested by Council Member Reid at the last meeting.

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

Council Member Reid stated that she asked for this ordinance because she came across a 1 bedroom, 1 bath with a den advertised as a 2/1. She felt that they were under the allowed square footage.

Town Planner Miller came forward to address the Council. He stated that issues were usually related to the parking which remained the same and he suggested having a minimum size for the den. He struggled with what the numbers should be. The difference between a 1 and 2 bedroom was 250 square feet. He stated that the proposed ordinance allowed for them to convert, but they would have to meet the minimum square footage. Some of the units that exist have very small dens.

Discussion continued regarding minimum square footage, size of units, code issues, design of units, enforcement of the Code, number of units, work done without permits and the need for more consideration of amending the ordinance.

ACTION: Council Member Reid made a motion to approve the ordinance on first reading as written. Mayor Yaffe seconded the motion and it failed with Mayor Yaffe, Council Member Salver and Fuller opposed. Consensus was for more consideration of this issue.

Item 15. Consideration and Approval on first reading of an Ordinance requested by Council Member Reid amending Chapter 9 of the Town Code to prohibit the use of Styrofoam products.

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

Council Member Reid stated that she had consulted with the locals restaurants and they were open to changing to paper cups. She suggested targeting the big items and bulk first. There could be a receptacle provided and this movement would make everyone happy. Town Manager Wasson suggested having an area that could collect the Styrofoam products.

PUBLIC COMMENT

Eric Watts, 16266 NW 49 Ave., came forward to address the Council. He stated that Styrene was the basic chemical in the cups. He stated that the majority of the materials that we collected were bulk and could be diverted from the landfills, such as eye ware, beer glass, and coffee cups. He would encourage the Town to address the issue and would like to help.

Michael Defilippi, 410 Euclid Ave., came forward to address the Council. He was the one that spearheaded the movement. Since he began it was banned on the beaches, in Bal Harbor and in Miami Beach. This movement was started because of the local clean ups, where items ended up on the water and would get broken down to little pieces and maybe swallowed by the marine life. The City of New York would also be banning the products soon. He felt it was sending a message that the Town was taking care of this litter.

Council Member Bruder stepped off the Dias.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she fully supported Council Member Reid's proposal. In New York City they have banned the products and it can be done. She felt it was the current trend and would be a small way to demonstrate how the environment was being impacted.

Building Official, Dale Lee, came forward to address the Council. He stated that he agreed that the cups needed to be regulated, and that would work well for the restaurants. But felt that there were a lot of Styrofoam products that were being used in the construction field that needed to be addressed.

Council Member Bruder returned to the Dias.

CLOSED PUBLIC COMMENT

Town Attorney Simone, addressed the Council. He pointed out on the ordinance at Section 9-27, it only prohibited the food service businesses from using or selling in Styrofoam products. He stated that only applied to restaurant and food vendors.

ACTION: Council Member Reid made a motion to approve the revision of the ordinance on first reading. Council Member Bruder seconded the motion and it passed by unanimous poll vote.

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

Item 17. Approval of a proposal from CTR Parking in the amount of \$18,670 to update/upgrade the parking meters in the parking garage. Approval will require an appropriation from Parking Fund Reserves. Enclosed is the Proposal from CTR Parking.

Assistant Manager Jimenez reported that this was just an upgrade of the software.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He questioned why there were no other bids on the meters and street sweeper, because he felt there might be a lower price.

CLOSED PUBLIC COMMENT

Assistant Manager Jimenez informed the Council that, 5 years ago when the garage was built, the Town went out and bid and this company was selected because the distributor was located in Florida. Town Manager Wasson also reported that the Town could go out to bid or piggy back on other cities contracts. He stated that on this particular instance and for the sweeper Doral and Surfside used the same contractor, which saved money.

ACTION: Council Member Salver made a motion to approve the upgrade as presented. Council Member Bruder seconded the motion and it passed unanimously.

ACTION: Mayor Yaffe made a motion to extent the meeting. Council Member Bruder seconded the motion and it passed unanimously.

DISCUSSION ITEMS:

Item 18. Discussion requested by Mayor Yaffe regarding a possible code amendment to permit pools on the side setbacks for properties located in the corner on the East Island. This code language already exists for single families on the West Island.

Mayor Yaffe explained the previous process on the West Island. In the past a corner resident had to apply for a variance to have a pool in the side yard because of the way the Code was written. The Council had amended the Code for the properties on the corner. He felt that is should be addressed on the East Island also. One specific property was One Bay Harbor on West Bay Harbor Drive.

There was a brief discussion regarding all residents being treated the same, fees charged for a variance because of advertisement and new developments having bigger setbacks.

PUBLIC COMMENT

Frances Neuhut, 9920 West Broadview Drive, came forward to address the Council. She felt that the Town Planner was putting all of the district's under one regulation. She stated that she felt that the swimming pools would make too much noise and allowing this would be an encroachment into the neighbor's space.

Victor Maya, 1155 103 Street, came forward to address the Council. He wanted to get some assurance from Council to agree on the same treatment of both islands, but he was opposed to the Code amendment.

Hector Walda, 1155 103 St., came forward to address the Council. He felt that the Code should not be changed because of the encroachment. He stated that he was opposed to the amendment and anyone who wanted a changed should ask for variance.

CLOSED PUBLIC COMMENT

ACTION: Consensus was for staff to come back with a draft ordinance for first reading. The Council also asked for pictures and the number of feet needed to go into the setbacks.

Item 19. Discussion requested by Council Member Bruder regarding the donation of proceeds received from the upcoming "Taste of the Town" event scheduled for February 11th on the B1 District. Enclosed is the flyer that was distributed for the event.

Council Member Bruder wanted the proceeds to be used for scholarships for the children in the summer programs. There was a brief discussion regarding getting tickets for and the location of the event.

ACTION: Council Member Salver made a motion to approve the use of the proceeds for summer scholarships. Council Member Bruder seconded the motion and it passed unanimously.

Item 20. Discussion and approval requested by Council Member Reid to approve the hiring of an intern at no more than \$1,000 a month for 6 months for the purpose of facilitating a strategic plan and possible other functions.

Council Member Reid thought that this was approved in the budget. She wanted to have a strategic plan, which would be a road map containing goals, objectives and mission statements. She stated that she received a letter from a dean at FIU and thought one of his students would be good at working on this and they usually get paid \$1,000 per month. She thought this could be a 6 month part time internship. Town Manager Wasson stated that 10K was approved in the budget for strategic planning, but he had not identified a role for an intern, possibly in the Parks and Recreation Program.

There was discussion regarding payment, hours, a strategic plan, the Town's mission statement, and the Police Department's mission statement, budget cost, getting more information and what type of role there would be for an intern, if needed.

ACTION: Consensus was to have Town Manager Wasson meet with the FIU Dean to get more information.

REPORTS:

There being no further business the meeting was adjourned at 10:33 p.m.

MAYOR

ATTEST:

TOWN CLERK

MINUTES OF A REGULAR COUNCIL MEETING
TOWN OF BAY HARBOR ISLANDS

A Regular Council meeting was held on Monday, March 9, 2015 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Robert Yaffe	vice Mayor Jordan Leonard
Council Member Stephanie Bruder	Council Member Joshua Fuller
Council Member Kelly Reid	Council Member Isaac Salver

Mayor Yaffe thanked all the residents who attended the grand opening of the Officer Scott Winter Park opening on March 8th. He thanked the administrative staff for all the months of work to get the park open and encouraged residents to take advantage of the park. He also mentioned that he attended the swearing in of former Mayor Zilber's son, Martin Gilbert, to the office of judge.

SPECIAL PRESENTATION:

Item 1.

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

Angela Lerner, Girl Scotts Troop #5 came forward for the presentation. She read a statement from the group and talked about Florida tobacco products and uses. She urged the Council to pass a resolution on the banning of the flavored tobacco products.

There was a short discussion regarding preparation of a resolution regarding banning this for minors, previous legislation, restrictions on this issue, and research into similar legislation.

ACTION: Consensus was to come back to a Council meeting with an update.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Fuller pulled Item 4 A from the Consent agenda in order to make a change.

Council Member Reid stated she would like to discuss at a future meeting to move the Homeless Trust parking meter to the new park to collect more funds. She stated she also would like to consider including advertisements from businesses in the newsletter. She wanted staff to research which other cities did include that and thought it would pay for itself.

Vice Mayor Leonard stated he would like to discuss at the next meeting an ordinance change regarding brown fields.

Council Member Salver stated he would like to discuss staff coordination with FDOT to synchronize all the traffic lights to avoid traffic delays from the East Island to the West Island. Former Mayor Zilber suggested giving the request to her to take to the Transportation Board.

Vice Mayor Leonard stated that he wanted an update on the Community Center next month. Town Manager Wasson stated that the prices were still pending, and they were looking for plastic fender caps.

Council Member Reid stated that she would like the Council Reports brought back to the beginning of the meeting agenda.

TOWN MANAGER'S REPORT:

Town Manager Wasson thanked Assistant Manager Jimenez and Bridget for the Park Event and Gabriel Boano for the food donation.

He informed the Council that March 23rd there would be a Historic Preservation workshop. The bridge rehabilitation work was moving ahead of schedule. More concrete was being replaced and that would affect the cost of the project. He stated that he expected the construction would last another 12 months. Also, there had only been two change orders; one for the lift test; two, for the chiming of the span guides.

Assistant Town Attorney Simone reported that they would be forwarding a report to the Council with regards to the Fong case. If they don't comply, they would continue in the court. He stated that there was an on-going order for them to comply. In the past they had always complied with life safety requirements enough to satisfy the County, but the issue at hand was a recreational rental vehicle in the back yard. The next step would be to have it towed.

Item 2. Intern Update

Town Manager Wasson reported that he met with the FIU dean regarding an intern. He stated that the school would submit a proposal to the Town in a couple of months.

PUBLIC COMMENT:

Susan Luck, 10101 West Bay Harbor Drive, came forward to address the Council. She stated that she wanted to ask about replacing the 6 oaks trees. Ms. Luck attended a tree conference in Coral Gables. She felt that the Town was having a lot of demolishing in the Town and there was an initiative to replace over 1 million trees in Miami-Dade County. The group was suggesting that there was a lot of help for the local communities and benefits from the forest service were discussed. She stated that they talked about the energy savings, cleaner water, energy consumption, boost of property value, and most important that it make the Town look beautiful. Ms. Luck asked the Town to join this initiative and the group. She provided an application to the Council.

Council Member Fuller stated that, on next month's agenda, there would be an item for the hiring of someone to provide a Master Plan for the East Island.

Assistant Manager Jimenez stated that there were 10 to 12 oaks trees that were planted.

Vice Mayor Leonard stated that the Town currently had a requirement of 20 percent landscaping.

Town Planner Miller stated that the Town currently followed and adopted a supplemental plan that addressed bigger trees and it is more stringent.

Council Member Bruder, with all of the new homes being built on the West Island, she requested an article in the newsletter to educate the residents about landscaping and a list of nuisance trees with a picture of them included.

Vincent Martino, 1050-93 Street, came forward to address the Council. He asked the Council to put a stop to Saturday construction. He stated that his family had been disturbed every Saturday by the construction that was happening and the noise level was constant and unpleasant. They were not able to relax with all of the ongoing noise.

Stacey Laurie, 9271 West Bay Harbor Drive, came forward to address the Council. She was concerned with the left turn signal that was removed at West Bay Harbor Drive going west bound. She stated that she would like the signals to be adjusted. Also, she reported that the Riva Building was having the valet parking double on the sidewalk and street's right of way. They park all of the cars in front of the school. She also felt that she was trapped leaving the Island with all of the traffic delays. She stated that the bikes and skate boards riding on the bridge was very dangerous and it was unacceptable. She stated that the tennis courts were dirty and were not being maintained. She would like to see more adult activities on the weekend.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that she felt the government mismanaged the TDR money and should be investigated and eliminated. She wanted to know why the developers were not being charged the most current prices for TDR's, which she felt they should be paying. She questioned what happened to the money for the water front park. She also commented that the Town continued to have street flooding.

Linda Zilber, 1231 95 Street, came forward to address the Council. She reported that she received an email that alerted residents thieves were taking the VIN numbers and making keys through the car dealers.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He suggested placing something on the VIN number. He complained about the noise levels at the construction on the West Island. Mr. Ruthfield also suggested making changes to the current TDR money program. He felt that the timing was a problem and the property owners were taking too long to pay. He suggested they pay 25 percent upfront, prior to construction.

Council Member Fuller stated that changes had already been made and new drafted contracts have those instructions.

There was a brief discussion regarding an ordinance change for elimination of Saturday construction day. Consensus was to bring back an ordinance change.

Jeffrey Koster, 1135 103 Street, came forward to address the Council. He felt that the Preservation Board was out of control. The residents that were opposed to preservation were not allowed to speak to the Board. He urged the residents to educate themselves on preservation and on what happened when the building was designated a landmark.

Town Manager Wasson informed everyone that next Wednesday the County Board would be meeting to consider two properties in Bay Harbor and whether to designate the Island as a historic preservation. The Board could make the recommendation at the meeting. He felt this would be an opportunity for everyone to speak.

Juan Larena, 1155 103 Street, came forward to address the Council. He stated that he would like to address the construction and noise regulations. He felt that the Council needed to enforce the quality of life on the islands. He also felt that the residents should have water access and do water sports. For that he would like to have an access ramp.

Victor Maya, 1155 103 Street, came forward to address the Council. He thanked the Council for the wonderful ceremony at the new park on 98th Street. He felt that the Town had a waterfront park at the Tot Lot and he would like to have a dock for access to the water. He questioned if the sidewalks on the causeway bridge could be widened. He felt it was not safe. He was also concerned with the demolition issue and construction.

Council Member Fuller stated that the Council had addressed the sidewalk issue, but it was just not physically possible.

Mary Dwyer, 1155 103 Street, came forward to address the Council. She thanked the Council for the new park and stated that the Taste of the Town was great. She felt that the demolishing had taken a lot of the parking spaces. As a biker and jogger, she felt that it was very dangerous to bike in the area and she used the closed lane because she felt it was safer.

Paul Basile, 9240 West Bay Harbor Drive, came forward to address the Council. He informed the Council that he attended the tree conference and was very encouraged. He met with the arborist Dan Armstrong and they would be happy to come to make a presentation to the Town. He wanted a tree canopy to reduce the energy consumption.

COMMITTEE REPORTS:

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

Assistant Manager Jimenez, staff liaison, reported that the Committee made a recommendation to place a permanent electronic message board to advertise the Council meetings and other Town events. There was a brief discussion regarding the benefits of the sign and possibly having speed signs also. Assistant Manager Jimenez stated he would research and could come back to them with suggestions.

Vice Mayor Leonard commented on the use of Town property by the hotel project construction company and they are making an illegal left on the one way street during the time the children are going to school. There was a brief discussion regarding why they are there and the amount of trash around. Town Manager Wasson stated the de-watering was difficult, but he had a scheduled meeting with them.

ACTION: Consensus was to move forward with the recommendation.

CONSENT AGENDA:

Item 4. Approval of the following Meeting Minutes:

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

Item 5. Approval of a resolution requested by Council Member Reid supporting Florida House Bill 661 and Senate Bill 966 relating to disposable plastic bags. Enclosed is the proposed resolution.

Item 6. Consideration and Approval to renew the Mutual Aid Agreement between the City of Sunny Isles Beach Police Department and the Town of Bay Harbor Islands Police Department.

Item 7. Approval of an agreement with the City of Miami Beach for the conveyance of sewerage through the City for disposal services. Enclosed is a copy of the draft agreement.

ACTION: Council Member Fuller made a motion to approve the consent agenda without item 4 A. Council Member Bruder seconded the motion and it passed unanimously.

Item 4 A. Council Workshop - August 20, 2014.

Council Member Fuller did not have a change on the minutes after all.

ACTION: Council Member Fuller made a motion to approve Item 4 A. Council Member Bruder seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

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

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

Town Planner Miller came forward to address the Council. He stated that this issue came up at the last meeting when a real estate add indicated that a den can be converted to a bedroom. The idea came from around that the Town, but he does not know how many people have converted. Mr. Miller stated that this ordinance would require that any conversion or changes would have to be addressed by the Town.

There was discussion regarding the language of the ordinance, previous discussions, Code requirements, Code changes, permits, enforcement, fines, bathroom sizes, square footage and similar advertising.

Assistant Town Attorney Simone suggested that, if the Council did not like any of the presented options, they would come back with another ordinance.

PUBLIC COMMENT:

Stacey Lurie, 9271 West Bay Harbor Drive, came forward to address the Council. She questioned if the Code had a set amount of bedrooms and bathrooms.

ACTION: Consensus was for staff to come back with language changes.

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

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

PUBLIC COMMENT

Council Member Bruder stepped off the Dias.

Lee Gotlieb, 9625 Broadview Terrace, came forward to address the Council. He stated that he wanted to know the Council's position on the green issue. He asked the council to support the ordinance.

Derek Watts, 16262 West Miami Gardens Avenue, informed the Council that they were not a garbage company and they could provide a drop off location. He stated that the product could be recycled and asked that the Council consider recycling.

Council Member Bruder returned to the Dias.

Mike Martinez, Dark Container Corporation, came forward to address the Council. He explained the cups, plates, and all kinds of plastic materials. He stated that, if you ban the Styrofoam, the paper products go up in price. He felt they offered a care program, which would collect the materials and recycle them. He urged the Council not to ban the Styrofoam products.

Stacey Lurie, 9271 West Bay Harbor Drive, came forward to address the Council. She was in support of the ban and felt that the product could be recycled.

Vincent Martino, 1055 93 Street, came forward to address the Council. He stated that he had 5 letters from restaurants in the Town asking not to ban Styrofoam.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she was in favor of the proposed ordinance and that the Town could set the example. She also stated that the Environmental Impact Committee was in support of the proposed ordinance.

Ken Eskin, 1310 99 Street, came forward to address the Council. He stated that he wanted for the food trucks to be added into the ordinance also.

PUBLIC COMMENT CLOSED

Council Member Bruder felt it was not just for the restaurants because it affected the residents and the environment and would need to be a long term decision. She felt Council should vote on the ban and the ban at the construction sites.

There was Council discussion regarding if this would be a first ordinance, what would be the affect of the ordinance, substitute products, the benefits of recycling, the effect on the environment, the fact that this would be a long term issue, possible challenge to the decision, and the date that the ordinance would go into effect.

ACTION: Council Member Reid made a motion to approve the ordinance as proposed with an effective date of May 1, 2015. Council Member Bruder seconded the motion and it passed by unanimous poll vote.

Council Members Bruder and Salver stepped off the Dias.

ORDINANCES ON FIRST READING:

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

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

ACTION: Council Member Fuller made a motion to approve the ordinance as presented. Council Member Reid seconded the motion and it passed by poll vote, with Council Member Bruder and Salver off the Dias.

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

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

Mayor Yaffe stated that there were corner lots with homes on the west island that could not put a pool on the side yard that faces the street and don't have a back yard. In the past there had been many approvals of pools on the corner lots. He felt this ordinance would allow them the same rights as the other lots. There was a brief discussion regarding the corner lots, the issues they have and noise levels.

Council Member Bruder returned to the Dias.

PUBLIC COMMENT

Gabriel Boano, 9434 West Bay Harbor Drive, came forward to address the Council.

This is a second project as a townhome that has this situation and felt that we can better the community and the project.

Council Member Salver returned to the Dias.

Frances Neuhut, 9920 West Broadview Drive, came forward to address the Council. She felt that every district was different and questioned what happened to the RM 1 and 2 Districts. Town Clerk Marante informed her that they did not have any corners. Mrs. Neuhut stated that she felt this was spot zoning. Mayor Yaffe informed her that this ordinance would apply to all of the corner lots on the east island.

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that this ordinance was giving special consideration to a developer. He also stated that the Town allowed for pre-construction signs without being charged.

ACTION: Mayor Yaffe made a motion to approve the ordinance as presented. Council Member Fuller seconded the motion and it passed 5 – 1, with Council Member Reid opposed.

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

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.

There was a brief discussion regarding the demolished properties needing to be sodded if construction does not begin within 30 days of demolition, gravel being added to the check list, temporary toilet on site, asbestos procedures, DERM requirements, notification to neighbors, pest control and use of the Town's street sweeper for cleanup with the cost passed on to the developers.

PUBLIC COMMENT:

Victor Maya, 1155 103 Street, came forward to address the Council. He thanked the Council for this start in the right direction. He was in favor of not allowing work on the weekends. He also stated that he felt the rodent control should start as soon as possible. He questioned if DERM monitored the asbestos in the projects.

Stacey Lurie, 9271 West Bay Harbor Drive, came forward to address the Council. She was in favor of stopping the demolition on the weekends. She was also concerned with hurricane season coming that the demolished building materials would become projectiles.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She was concerned with the asbestos and the lead. She wanted to know if they could be required to test for lead on the properties that were being demolished.

Attorney Steve Wernick, 1 SE 3rd Avenue, came forward to address the Council. He stated that he felt that this would be a great policy. He also stated that he had a couple of clients with ongoing construction that would be taking these proposed actions. He questioned if the noticing of neighbors would apply retroactively. Town Attorney Simone stated that would go into effect upon passage of the ordinance.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that she felt this ordinance was self-explanatory and questioned why there were no committees anymore. She also stated that in 2006 there was a committee that proposed this same thing.

Ken Eskin, 1310 99 Street, came forward to address the Council. He questioned if the contractors would be required to place traps for the rodents immediately. Town Manager Wasson stated that he had already spoken to most of the developers and they had already complied.

PUBLIC COMMENT CLOSED

Council Member Reid questioned if there could be extra enforcement on Saturdays. Town Clerk Marante suggested that any residents that had a problem could contact the Police Department. Chief Hemmingway stated that each officer had a zone and a report was generated daily.

ACTION: Council Member Fuller made a motion to approve the proposed ordinance. Council Member Bruder seconded the motion and it passed by poll vote 5 – 1, with Council Member Reid opposed.

TOWN MANAGER ITEMS:

Item 13. Request for an Extension to close on Agreement for purchase and Sale of Transfer Development Rights between the Town and 1150 - 101 BH, LLC. The contract was entered into November 12, 2013 for the purchase of 3 TDR's to be transferred to the receiving property located at

1150 - 101 Street. Enclosed is information provided by Louis A. Supraski, Esq., who represents the owners.

Louis Supraski, 10180 West Bay Harbor Drive, came forward to address the Council. He represented the applicant. He stated that the contract expired in November of 2014. The applicant was asking the Council to approve the extension because the owners were 60 – 75 days from obtaining a building permit.

There was discussion regarding the length of the original agreement, the project, the applicant paying the current price for the TDR's, a deadline, extension of the contract and wording of the contract.

Victor Maya, 1155 103 Street, came forward to address the Council. He felt this was special consideration of a project and that the Council should enforce the contract as it was written. He felt that, if they defaulted, they should start the entire process over.

ACTION: Vice Mayor Leonard made a motion to approve the sale of the TDR's with the increased price and the payment of \$15,000 within the extended 90 days. Council Member Bruder seconded the motion and it passed 5 – 1, with Council Member Reid opposed.

DISCUSSION ITEMS:

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

Council Member Reid brought this item for the Council to consider waiving the permit fee for impact windows upgrade as an incentive to existing homes, not to new homes.

There was a brief discussion regarding the economic impact this would have on the Town and the budget. Town Manager Wasson thought it would have about a \$25,000 impact because the permits were around \$500. Council Member Reid felt it would increase property values and lower the property insurance cost for home owners.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she attended the Pace Workshop and felt it was a great program and many people were considering replacing the windows. She stated that she felt everyone should be included, not just those with one type of window.

ACTION: Consensus was for staff to come back with a total number permit fees for 2013 and 2014.

REPORTS:

Council Member Reid reported that Sally Heyman was sponsoring an event on March 14th. She stated that the Health Care Task Force would come back again and the Saturday Spay and Neuter Program had a sponsor. Also, the Environmental Impact Committee was implementing the Beautification Award Program. She also thanked the Town Clerk for getting the agenda out early.

Council Member Salver stated that he was again nominated to be the treasurer of the Children's Trust, which has 2.6 million in surplus. He also stated that he would be in Tallahassee for the Florida League of Cities Action Days.

Vice Mayor Leonard stated that he attended the Florida League of Cities Annual Gala. He thanked staff for yesterday's Grand Opening for the new park.

Council Member Fuller thanked staff for the reopening of the new park. He also attended the LEO Awards and thanked Officer Sullivan for dedication to the Town. He also attended the Pace Workshop.

Mayor Yaffe also thanked staff for the new parks and the new events.

Town Clerk Marante gave an update on the TDR's. She stated that 3 had closed and 3 received an extension. She informed the Council that 2.66 million dollars had been collected and 284k was in escrow. Also, she stated that there were residents that had problems with the website, but wanted to inform everyone that Town meetings would be available on youtube.

There being no further business the meeting was adjourned at 10:33 p.m.

MAYOR

ATTEST:

TOWN CLERK

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

A Regular Council meeting was held on Monday, April 13, 2015 at 7:04 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 Joshua Fuller
Council Member Kelly Reid	Council Member Isaac Salver

Town Clerk Marante stated that Council Member Bruder was sick and not able to attend the meeting.

Mayor Yaffe thanked the staff on the annual picnic and the Broad Foundation for their support of the picnic.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Fuller pulled item #3 A and #6 from the Consent Agenda and Vice Mayor Leonard pulled Item #6 and #4.

COUNCIL REPORTS:

Council Member Reid thanked the Broad Foundation and the staff for the picnic. She stated that she was scheduled to go to Legislative Action Days and apologized for not being able to go due to what was going on with ongoing construction. She was getting a better understanding of the approval process, but did participate on the morning phone calls.

Council Member Salver stated that he did go to Tallahassee and met with chairs and vice chairs of committees that could grant the Town with funds for water projects. He felt he had a very productive time.

Council Member Fuller stated that he went to the Legislative Action Days. The Monday morning calls were very productive. He also thanked staff for the annual picnic. He wished Council Member Reid a belated happy birthday.

Vice Mayor Leonard thanked staff and the Broad family for the Annual Picnic. He stated that he also attended the Legislative Action Days in Tallahassee.

Mayor Yaffe stated that he attended the Legislative Action Days in Tallahassee and felt it was very productive. He met with a lot of interesting people and County Commissioners.

TOWN MANAGER'S REPORT: Town Manager Wasson reported on the construction on Kane Concourse. He stated that they would start on the west Island and would work until 7pm, to finish the project in 3 days instead of 7. Also, he stated that the residents were advised.

There was a concern with the traffic lights, but the lights were being repaired. He stated that some of the flowers and irrigation would be disturbed, but tended to soon.

He informed the Council that the major things the next day would be the construction on Kane Concourse and Bay Harbor Terrace, but should only be a 1 day installation and the Police would be onsite for traffic control.

Manager Wasson reported that the 98th Street Park would be closed for 4 days to replace the drainage for the splash area, making it much safer. He stated that the park was getting a lot of use and he would like to get turf maintenance, change the irrigation heads and the plants. He also thought shade trees would provide a nice canopy.

Town Attorney Simone stated that they were successful in getting another order against Mr. Fong Code violations. They were renting a mobile home, but it had been removed. As of today, the property should be up to Code, but a Code officer would be visiting tomorrow.

PUBLIC COMMENT:

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that the election would be held next Tuesday and there were 5 candidates running for 3 available seats. She felt that there should be term limits, that the Council had no regards for the Town issues or laws and complained that Council Members were overlooking Town by laws.

Victor Maya, 1155 103 Street, came forward to address the Council. He complained about the Council's refusal to listen to an appeal from a long time Haitian American service provider. He felt the Town failed to provide justice and the issue continues. He complained about a dedication ceremony the Council Members were in attendance, stating that the Vice Mayor used his son to campaign for Mr. Salver and there were photos to prove it.

Vice Mayor Leonard stated that Mr. Maya's comments were inaccurate. He stated that he would never use his son for political advances. He asked the Manager to comment on the photos. Town Manager Wasson stated that all of the pictures that were posted were spontaneous at the plaque dedication for the park, but he can't speak to what Josh picked up off the ground. This picture was not staged.

Council Member Reid, as a retired law officer, also commented that she felt appalled that there was campaigning at this event to honor a fallen officer.

There was a brief discussion regarding campaigning.

Council Member Salver stated that the fact was this Town event was for the dedication of a Town park for a fallen officer which he supported, but he did not have any regrets about what took place, because it was a Town event.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She thanked the Mayor for his professionalism throughout the year. She stated that she felt the ad in the newsletter was

insulting and not good judgment. She also wanted to see things done for the elderly seniors, they need help. She also stated that the Town needed things for the children and the teenagers.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that many residents have approached her with regards to the demolition effects. She felt there were a lot of people suffering from respiratory health problem because of demolition. Also, she stated that a property had a port-o-potty sitting at a construction site for days and she was worried if it had been emptied and questioned why there was only one Code enforcement officer with so many projects going on. She suggested adding another Code officer. She also suggested joining other municipalities for the green effects and addition of trees.

Ken Eskin, 1310 99 Street, came forward to address the Council. He stated he wanted the Council to think about adding a bike rack for Town Hall and 98th Street Park.

Former Mayor Linda Zilber, 1231 95 Street, came forward to address the Council. She questioned why the lights were not working and if there was money to fix them.

Gil Baker, 1001 95 Street, came forward to address the Council. He wanted to address the construction on Saturday because of so many projects. Mayor Yaffe informed him that item was on the agenda later and asked him to come forward then.

COMMITTEE REPORTS:

Item 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.

Assistant Manager Jimenez recommended hosting the parade. After a brief discussion, the Consensus was to move forward.

Item 2. Recommendation from the Parks and Recreation Committee asking the Town Council to consider installing 4 exercise stations in the North Passive Park.

Vice Mayor Leonard asked the Committee to look into the installation of exercise stations. He wanted to include the cost for this project in next year's budget. There was discussion regarding the budget, how to piggy back on Bal Harbour's project, Keeping an open area for the children and what it would look like. After hearing agreement from some of the citizens, consensus was for staff to move forward with the research.

Vincent Martino, Member of the Environmental Impact Committee, came forward and informed the Council that 4 Beautification Awards, out of the 6, were presented at the picnic. He thanked the Council for their support and hoped the award would continue next year. He had a question regarding a new ordinance superseding an old one. Town Clerk Marante explained and there was a brief discussion regarding Town soil testing, sending an e-mail or letter to residents when a demolition was going to happen and the addition of a Code officer.

CONSENT AGENDA:

Item 3. Approval of Minutes for the following meetings:

A. Regular Council Meeting - October 13, 2014

B. Regular Council Meeting - November 10, 2014

Item 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.

Item 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.

Item 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.

Item 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.

ACTION: Vice Mayor Leonard made a motion to approve the Consent Agenda, including Item 3 A, but excluding Item #4 and #6. Council Member Fuller seconded the motion and it passed unanimously.

Item #4.

Vice Mayor Leonard stated that he would like to make sure that the budget matched when waiving fees.

PUBLIC COMMENT:

Frances Neuhut, 9920 West Broadview Drive, came forward to address the Council. She stated that she felt, if the Council approved the waiving of the fees, it would impact the residents. She felt that it was important that the homeowners get a permit and that it was recorded.

Mayor Yaffe stated that everything would continue the same and the homeowner would need to apply for a permit and it would have to be approved.

Council Member Reid stated that this was just an incentive for the residents to improve their property.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He felt the fees were so low that he didn't understand why they could not pay them and was opposed to waiving the fees.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She was in favor of waiving the fees because she felt it would make big difference for a lot of people and be beneficial for everyone.

ACTION: Vice Mayor Leonard made a motion to approve Item #4. Council Member Reid seconded the motion and it passed unanimously.

Item #6

Council Member Fuller wanted to hear the Council's thoughts on the recommendations. Mayor Yaffe stated that this item was not an ordinance, just a resolution of support. Assistant Town Attorney Simone stated that a resolution was just a request for the enactment of another municipality's regulations and was not binding.

There was a brief discussion regarding previous comments from residents, Miami Beach's regulations, the County Board Meeting discussion and other similar resolutions.

PUBLIC COMMENT:

Tom Telesco, 9925 E. Bay Harbor Drive, came forward to address the Council. He stated that he felt this would be a development killer and would reduce the property values on the East Island 70 to 80 percent.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she felt this was much about promoting development than environmental issues. She felt they should look at the Town's responsibility moving forward, not on development.

PUBLIC COMMENT CLOSED:

Town Planner Miller came forward to address the Council. He stated that the Town had a limited amount of density and that would not be affected by approval of this resolution supporting the County Sea Level Rise Task Force. Discussion continued regarding density, sea level height, a uniform look for the walls, new development regulations, and requirements to bring up the sea wall to the new height, 3 feet above sea level.

ACTION: No action taken.

Item 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.

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.

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

Item 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.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 23-12(15)(g) 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.

Council Member Reid stated that she wanted to evaluate the properties and to have the neighbors voice their opinion. She was opposed to this ordinance and concerned about the noise.

Mayor Yaffe stated that there were very few properties that would be affected by this ordinance and he felt it was better to solve the issue by ordinance than by a variance each time it came up. In the past, the pools had been approved by the Council.

PUBLIC COMMENT:

Frances Neu hut, 9920 West Bay Harbor Drive, came forward to address the Council. She was also concerned with the noise. She stated that the Town planner did not state the correct section of the Code and she was opposed to this ordinance.

Doris Marano, 9400 East Bay Harbor Drive, came forward to address the Council. She questioned what would go up after the pool, fencing or landscaping. She felt the Town was being ruined with all the walls.

ACTION: Council Member Salver made a motion to approve the ordinance on second reading. Council Member Fuller seconded the motion and it passed 4 – 1 with Council Member Reid opposed.

Item 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.

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.

Mayor Yaffe stated that he put this item on the agenda due to requests from residents. He had complaints regarding rodents, asbestos and management of the demo process.

Town Clerk Marante stated that all of the comments from the last meeting were incorporated into the ordinance for second reading, such as bathroom facilities, gravel, 5 day plan for demolition, posting requirement and notification of residents. Also, included was the provision for no demolition on Saturdays.

Town Manager Wasson stated that when an application was submitted for demolition, a survey must be submitted to DERM. You cannot move forward for demolition until you have the asbestos test and a certified permit. The results are posted on line for anyone to look at.

Council Member Reid felt those items were good, but she has been watching from her home. She felt the Town needed to be more proactive. Town Clerk Marante stated that all staff had been more active and this ordinance would help to enforce the Code on the demolitions.

PUBLIC COMMENT:

Paul Basile, 9240 West Bay Harbor Drive, came forward to address the Council. He felt that there needed to be Code regulations on how soon the property was to be sodded and it should be 30 days. He also felt that there was too much dust on the East Island, due to the ongoing construction. He stated that he would like the demolition site to advise the neighboring properties.

Victor Maya, 1155 103 Street, came forward to address the Council. He thanked the Council for adding this item to the agenda. He stated that he would like a sign to be put up on the demolition site and a notice to be mailed. Also, he felt that they should add confirmation of the asbestos removal.

Susan Luck, 10108 West Bay Harbor Drive, came forward to address the Council. She stated that there were a lot of buildings that had been taken down. She also stated that small properties were not required to check for asbestos. She questioned how long a pile of rubble could sit before they were required to haul it away. She wanted to propose that testing be done for all demolition properties.

Building Official Lee, came forward to address the Council. He stated that the reason for the watering was because the dust was air born. If there was asbestos or any other chemicals, DERM required the owner to get a licensed contractor to haul the chemicals. Some of the delay for the removal of asbestos and other chemicals was because the debris can only be sent to land fill sites approved for that type of material. Vice Mayor Leonard questioned if anything needed to be addressed. Mr. Lee stated that the procedures that were being put into place in this ordinance were great. He was satisfied with the regulations.

Town Clerk Marante stated that there was a threshold that the town manager to add any other requirements to a specific site. We keep a close eye and a list for all demo sites. Once the permit for demolition was closed, the applicant had 30 days for the property to be sodded.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that this was very confusing. She said the ordinance for section 5.1 originally and now there was this on for 5.5.1. She felt the watering was already being done. She stated there was some demolition done on a Friday night without a permit. Mayor Yaffe stated that Town Clerk Marante had explained that this was a new section. Town Clerk Marante clarified that Section 5.5 was for construction site operations and 5-5.1 was for demolition of structures.

Ken Eskin, 1310 99 Street, came forward to address the Council. He stated that all trailers must be covered when leaving the sites and he felt that the debris field should be required to be covered until removed.

CLOSED PUBLIC COMMENT:

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

ORDINANCES ON FIRST READING:

Item 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.

PUBLIC COMMENT:

Victor Maya, 1155 103 Street, came forward to address the Council. He felt this was a great amendment to the section. He wanted to address the erosion/run off control and felt there was a loop hole on sodding on demolition sites, especially on the staging areas. He also stated that he would like to see the parking plan for the demolition site.

Council Member Salver stepped off the Dias.

CLOSED PUBLIC COMMENT:

ACTION: Vice Mayor Leonard made a motion to approve the ordinance as presented. Council Member Reid seconded the motion and it passed 4-0 by poll vote with Council Member Salver off the Dias.

Item 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.

There was a brief discussion regarding the e-mails received from residents, no demolition on Saturday, watering only on Saturday, limiting the number of hours and its effect, changing the amount of hours and the staff memo with recommendations regarding extra hours during day light savings on week days.

Council Member Fuller wanted to amend the ordinance to allow watering on Saturday and Sunday. He felt that would keep the dust down over the weekend, but no construction.

Council Member Reid would not support construction starting earlier than 9:00 am.

Town Manager Wasson felt it was beneficial to allow work longer to get the projects finished.

Council Member Salver returned to the Dias.

Discussion continued regarding hours, dust, staff memo with recommendations, hours proposed, delay on construction, getting the projects finished on time and limiting of the contracts causing the project to not meet their timeline.

Assistant Town Attorney Simone advised that the Council would not be limiting the contract or causing a project to not get finished. He stated that the Council had the ability to regulate the hours.

Mayor Yaffe read the staff recommendation report aloud.

Vice Mayor Leonard wanted to amend the ordinance to allow only watering on Saturday, but no construction.

Discussion continued regarding noise, specific language, exterior painting, roof work, extra time to finish projects, earlier start time, quality of life and limitation on the time of construction,

PUBLIC COMMENT:

Gil Baker, 1001 95 Street, came forward to address the Council. He stated that he agreed with changing construction days because felt that the Saturday construction was uncomfortable. Also, he felt the hours on weekdays should not start before 9:00 am.

Paul Basile, 9240 West Bay Harbor Drive, came forward to address the Council. He stated that there were 38 projects approved when the construction was allowed to begin at 8:00 am. He was opposed to the early 8:00 am start and felt they should keep the same hours.

Attorney Jeff Berkow, 200 S. Biscayne Blvd., came forward to address the Council. He stated that he represented several construction sites on the island and urged the Council to maintain the current 52 hours work week. He felt that this would be an additional impact on the neighbors and the owners. It would also be an expense to the developers that would not be fair to the existing project approved. He asked the Council to defer this item to another month.

Vincent Martino, 1050 93 Street, came forward to address the Council. He questioned the number of projects going on at present. Also, he felt the Council should extend construction time 30 minutes at the end of the day.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that living in a condo they could not have any construction on Saturday and no work starts before 9:00 am. She felt that this could lead to a hazard with all of the work trucks coming earlier.

Marc Schmulian, 9821 East Bay Harbor Drive, came forward to address the Council. He stated that he did not have an issue with no work on Saturday, but felt the problem was that there were contracts in place that have a time limit. He asked the Council to compromise because the projects needed to finish in a timely manner.

Victor Maya, 1155 103 Street, came forward to address the Council. He questioned; why did the Council complicate the issue and why did the staff have a recommendation. Town Manager Wasson stated that any staff recommendation was based on input from residents and thoughtfully executed. Town Clerk Marante stated that everyone was taken into consideration.

Victor Ballestas, 9101 East Bay Harbor Drive, came forward to address the Council. He stated that they had a contract in place based on the 52 hour work week and, if the Council removed that, it would add about 3 months to the construction. He suggested making up the hours in the morning.

Elizabeth Tricoche, 1140 102 Street, came forward to address the Council. She agreed with the no Saturday construction and was opposed to the early start time. She felt adding the hour late in the day would be a better option.

Stacie Lurie, 9270 West Bay Harbor Drive, came forward to address the Council. She agreed with the no Saturday construction and was opposed to the early start time. She also felt that it would create more traffic in the mornings and they should keep it safe place for the children.

PUBLIC COMMENT CLOSED:

Council Member Reid stated that, with regards to the condo, there is no guarantee that they would get what they were saying, due to the changing Code. She would approve no Saturdays and 9 am to 6 pm.

ACTION: Vice Mayor Leonard made a motion to approve the ordinance from weekdays 9 am to 6pm, no Saturday construction, no leaf blowers, Saturday and Sunday watering and the projects with active permits would be grandfathered in and elimination of Saturday landscaping by commercial vendors. The motion was seconded by Council Member Fuller.

There was more discussion regarding when the projects would be finished, landscaping activity, commercial projects, projects on the East and West Islands, school hours, construction times, 8:30 am being a bad time to start, due to the school traffic, grandfathering of projects and the time changed to 8:00 am to 6:30 pm with no Saturday.

AMENDMENTS

1. Allow Saturday and Sunday watering
2. No commercial landscaping or leaf blowers
3. Allow construction site with permit applications submitted already allow 8:00 am start time
4. Set a perimeter around the school for construction
5. 9:00 am to 6:00 pm construction only
6. Exception for all sites with permits as of approval date, April 13, 2015

Mayor Yaffe requested a list of approved projects.

ACTION: Ordinance passed on first reading 4 – 1 by poll vote with Council Member Reid opposed.

Mayor Yaffe stepped off the Dias.

TOWN MANAGER ITEMS: Item #17 was taken out of order at this time.

Item 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.

Town Manager Wasson explained the change orders and the bid process.

ACTION: Council Member Fuller made a motion to approve the change orders. Council Member Salver seconded the motion and it passed by unanimous poll vote, with Mayor Yaffe off the Dias.

DISCUSSION ITEMS: Item #18 taken out of order at this time.

Item 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.

ACTION: Council Member Fuller made a motion to approve the item. Council Member Reid seconded the motion and it passed unanimously, with Mayor Yaffe off the Dias.

Item 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.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was opposed to approval of this license because she felt it should be a restaurant.

Town Clerk Marante explained that this is different than a liquor license, but the Code allows the Council to approve similar businesses.

Mayor Yaffe returned to the Dias.

ACTION: Vice Mayor Leonard made a motion to approve the request as presented. Council Member Fuller seconded the motion and it passed unanimously.

Town Clerk Marante stated that she needed to clarify if they wanted to bring back the rest of the items on Tuesday or next month. After a brief discussion, the consensus was to come back next month with items #14, #15, #16, and #19.

The time being 11:01 pm the meeting was adjourned.

MAYOR

ATTEST

TOWN CLERK

**MINUTES OF AN ORGANIZATIONAL MEETING
TOWN OF BAY HARBOR ISLANDS**

An Organizational meeting of the Town Council was held on Monday May 11th, 2015 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Robert Yaffe	Vice Mayor Jordan Leonard
Council Member Joshua Fuller	Council Member Doris Marano
Council Member Kelly Reid	Council Member Isaac Salver

Item 1. Distribution of Annual Salaries for 2015-2016

At this time Town Clerk Marante distributed the annual salaries to the Town Council.

Consensus was to donate the Town Council annual salary to the Save Dade Organization.

Item 2. Acceptance of the Certification of Elections presented by the Town Clerk and Canvassing Board Members.

ACTION: Vice Mayor Leonard made a motion to accept the Certification of Elections. Council Member Fuller seconded the motion and it passed unanimously.

Item 3. Administration of oath of office to the newly elected Council Members. The oath of office will be administered by Town Clerk Marante.

Town Clerk Marante performed the oath of office to the newly elected Council Members Doris Marano, Isaac Salver, and Robert Yaffe.

Item 4. Selection of a Mayor by the Town Council.

ACTION: Council Member Marano made a motion to select Mayor Yaffe as Mayor for another year. Mayor Yaffe declined the nomination.

At this time Mayor Yaffe explained the process for selecting a Mayor and stated that a motion to nominate and a seconded must be made by a Council Member, then a poll vote would be taken by the Town Clerk. Town Attorney Sherman stated that the process of selection was at the Town Council Discretion.

ACTION: Council Member Reid made a motion to select Council Member Fuller as Mayor. Council Member Fuller declined the nomination.

ACTION: Mayor Yaffe made a motion to select Vice Mayor Leonard as the Mayor. Vice Mayor Leonard seconded the motion and it passed 4-2 with Council Members Marano and Reid opposed.

Item 5. Selection of a Vice Mayor by the Town Council.

ACTION: Council Member Marano made a motion to select Council Member Reid as the Vice Mayor. There being no seconded, motion failed.

Council Member Reid thanked Council Member Marano for the nomination and stated that she had an impeccable attendance record and would have loved to serve as the Town Vice Mayor. She also added that she frequently meets with the Florida League of Cities, and has attended conferences in Tallahassee.

ACTION: Vice Mayor Leonard made a motion to select Council Member Bruder as the Vice Mayor. Council Member Salver seconded the motion and it passed 4-2 with Council Members Marano and Reid opposed.

Council Member Marano was opposed to the current process used for the selection of the Town Mayor. She felt the Town residents should be electing the Town Mayor.

At this time Mayor Yaffe welcomed House of Representative Joseph Geller and Bal Harbour Council Member Seth Salver.

Item 6. Administration of oaths of office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk Marante.

Town Clerk Marante performed the oath of office to Mayor Jordan Leonard.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and appointing a Deputy Town Clerk.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING A TOWN CLERK AND A DEPUTY TOWN CLERK.

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

Item 8. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys. The Resolution reflects the current appointment of Craig B. Sherman as Town Attorney, with Drew B. Sherman, and Frank Simone as Assistant Town Attorneys.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS APPOINTING A TOWN ATTORNEY AND ASSISTANT TOWN ATTORNEYS.

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

Town Attorney Sherman thanked the Town Council for allowing his firm to continue to provide legal services to the Town.

Town Clerk Marante stated that she was the longest serving Town Clerk in Bay Harbor Islands.

Item 9. Administration of oaths of office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorneys.

ACTION: The oaths for the clerks and attorneys were administered by Mayor Jordan Leonard.

There being no further business meeting was adjourned at 7:18 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 4.

ITEM: Approval of a **Resolution** authorizing deposits and withdrawals of Town Funds in certain accounts pursuant to the authority given under Chapter 665.43, Florida Statutes.

DESCRIPTION:

The resolution is being updated due to the name change of the Town Clerk. We are also updating the listing of current Council Members.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Resolution	Resolution - Town Funds Signatures.pdf
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING DEPOSITS AND
WITHDRAWALS OF TOWN FUNDS IN CERTAIN ACCOUNTS

Pursuant to the authority given under Chapter 665.43, Florida Statutes,

BE IT RESOLVED that the executive officers of this Town be and are hereby authorized to deposit the funds of the Town from time to time with BANK OF AMERICA, N.A., and until further order of the Town Council to withdraw same from time to time upon check or draft of the Town, or other orders for payment of money, signed in the name of the Town in the following manner:

1. Town of Bay Harbor Islands - General Fund - Operation Account - #1460950007
2. Town of Bay Harbor Islands - General Fund - Tax Receipts - #1596364502
3. Town of Bay Harbor Islands - General Fund - Accounts Payable - #1595441644
4. Town of Bay Harbor Islands - Broad Causeway - Revenue Fund - #1460001727
5. Town of Bay Harbor Islands - Broad Causeway - Debt Service Fund - #4281203772
6. Town of Bay Harbor Islands - Parking Meter Fund - #1460001719
7. Town of Bay Harbor Islands - Water Revenue Account - #1460012184
8. Town of Bay Harbor Islands - Sewer Operating Account - #1460950057
9. Town of Bay Harbor Islands - Deposit Fund - #1460012176
10. Town of Bay Harbor Islands - Law Enforcement Trust Fund - #6387960852
11. Town of Bay Harbor Islands - Federal Law Enforcement Trust Fund - #4282365284
12. Town of Bay Harbor Islands - S. Wright Services - #6385236621
13. Town of Bay Harbor Islands - Solid Waste Fund - #1463224188
14. Town of Bay Harbor Islands - Sewer Debt Service & Reserve - #3449508568

By RONALD J. WASSON, Town Manager, or _____

by MARLENE M. SIEGEL, Town Clerk, or _____

by JUAN C. JIMENEZ, Assistant Manager, or _____

by ALAN SHORT, Finance Director _____

or in case two of the above signers are not available, or in case of an emergency, with one of the following Council members:

STEPHANIE BRUDER _____

JOSHUA FULLER _____

JORDAN LEONARD _____

DORIS MARANO _____

KELLY REID _____

ISAAC SALVER _____

ROBERT H. YAFFE _____

15. Town of Bay Harbor Islands - Payroll Account #1460950015
by RONALD J. WASSON, Town Manager, or _____
by MARLENE M. SIEGEL, Town Clerk, or _____
by ALAN K. SHORT, Finance Officer, or _____
by JUAN C. JIMENEZ, Assistant Manager _____

and be it **FURTHER RESOLVED**, that **BANK OF AMERICA, N.A.**, be and it hereby is authorized and requested to accept, honor and pay, without further inquiry and until written notice of the authority hereby granted is received by said bank, all checks, drafts and other orders for the payment or withdrawal of money (including checks drawn to the individual order of the officer signing the same), when signed as by the foregoing resolution provided, including all such instruments payable or endorsed to the order of this Town.

and be it **FURTHER RESOLVED**, that **BANK OF AMERICA, N.A.**, be and is hereby authorized to transfer funds between items above upon receiving request to do so from the Town Manager or the Town Finance Officer.

PASSED and ADOPTED this **10** day of **August**, **2015**.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 5.

ITEM: Approval of a Resolution authorizing the Town Manager to enter into an Interlocal Agreement with Miami Dade County for the use of the county's solid waste management system.

DESCRIPTION:

This interlocal agreement allows the Town to continue using the county's facilities for the disposal of solid waste. The Town's solid waste is collected by Waste Management, Inc. and transferred to the county's facilities where it is properly disposed. The Town also uses these facilities to empty the street sweeper.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The costs discussed in this resolution are covered in our contract with Waste Management. In addition, the Town pays approximately \$3,700 per year to the County for emptying the Street Sweeper.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Resolution	Resolution approving MD Interlocal Agreement.pdf
2.	Interlocal Agreement	Disposal Inter-Local Agreement 2013 FINAL - Bay Harbor Islands.pdf

RESOLUTION No.

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the purpose of the Solid Waste Management Program is to ensure solid waste is managed in such a way that protects both the public health and the environment; and

WHEREAS, The Town of Bay Harbor Islands (the Town) has traditionally utilized Miami-Dade County facilities for disposing solid waste; and

WHEREAS, the existing Interlocal Agreement between the Town and Miami-Dade County for use of the county solid waste management system will expire on October 1, 2015 ; and

WHEREAS, the Town Manager has recommended approval of the proposed Second Amended and Restated Interlocal Agreement between Miami-Dade County and the Town of Bay Harbor Islands for use of the County Solid Waste Management System under the terms and conditions set forth therein.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Second Amended and Restated Interlocal Agreement between Miami-Dade County and the Town of Bay Harbor Islands for use of the County Solid Waste Management System is hereby approved.

Section 3. Implementation. The Town Manager or his/her designee is hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED this 10th day of August, 2015.

MAYOR

ATTEST:

TOWN CLERK

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY
SOLID WASTE MANAGEMENT SYSTEM**

This Interlocal Agreement ("**Agreement**") is made and entered into this ____ day of _____, 20____, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and Bay Harbor Islands by and through its Council hereinafter referred to as **Contract City**, to provide for use of the County Solid Waste Management System by the **Contract City** for its municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of **County** Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desire to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

County Resolution No. R-167-13
Contract City Resolution No. _____

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

County Resolution No. R-167-13

Contract City Resolution No. _____

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996 shall be considered a **Contract City**.

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill (21500 NW 47th Avenue), South Dade Landfill (23707 SW 97th Avenue), Resources Recovery Facility (6990 NW 97th Avenue), Waste Management of Florida, Inc. Landfill in the City of Medley, Florida (9350 NW 89th Avenue), Northeast Transfer Station (18701 NE 6th Avenue), Central Transfer Station (1150 NW 20th Street) and West Transfer Station (2900 SW 72nd Avenue), and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Director - the Director of the Public Works and Waste Management Department or his/her designee.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1 of each year and ending September 30 of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

County Resolution No. R-167-13

Contract City Resolution No. _____

Municipal Solid Waste (MSW) – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Short -Term Disposal - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the **County**.

Short -Term Disposal Fee(s) - the higher fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not

be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County.** The **Contract City** shall deliver all the MSW it collects or is collected for it for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated July 31, 1998, is in effect, (2) the landfill is accepting MSW for disposal, and (3) MSW from (a) **Contract City(ies)** is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its MSW subject to the following:

- (i) The **Contract City** may deliver its MSW to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver MSW to a **County** transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest county-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of it rights under this **Agreement**.
- (v) Regardless of the operating status of the County's Resources Recovery Facility, the Contract City shall be entitled to dispose of MSW at the Facility and to pay the regular disposal rate that applies to Contract Cities, which shall be the County's lowest rate for MSW disposal, for the term of this Agreement.

B. Use of Other Facilities Prohibited. The **Contract City** shall not deliver any MSW it collects or is collected for it for disposal to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this **Agreement**. The **Contract City** shall not deliver any MSW it collects or is collected for it, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

- (i) A facility that is a part of the County Solid Waste Management System;
- (ii) A facility that is used exclusively to facilitate the delivery of MSW to County Solid Waste Management System facilities; or

- (iii) A facility that is subject to a solid waste disposal agreement with the County, which agreement shall not allow acceptance of third party waste either by agreement or regulation;

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its MSW disposal needs or deliver all or a portion of its MSW to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's** MSW that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. Hauler Contracts. The **Contract City** shall include in any MSW collection contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all MSW collected for the **Contract City** shall be delivered to a County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers to collect MSW on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul Solid Waste that is not collected on the **Contract City's** behalf.

D. Disposal and Transfer Fees. The **Contract City** shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. As of October 1, 2012, the **Contract City** shall pay a Disposal Fee of sixty-three dollars and sixty-five cents (\$63.65) per ton to the **County** for disposal of MSW delivered to County Solid Waste Management System facilities. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, as of October 1, 2012 the **Contract City** shall pay a Transfer Fee of twelve dollars and fifty-two cents (\$12.52) per ton to the **County** for transfer of MSW delivered to County Solid Waste Management System transfer facilities. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 2013, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase or decrease exceeds the four percent (4%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract**

City of proposed Disposal Fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **County** Disposal Fee for the entire term of this **Agreement**, including, without limitation, tires and asbestos, if provided to the **County** for disposal.

E. **Terms of Payment.** The **County** shall invoice the **Contract City** for Disposal Fees, based on **County** weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing.** In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The **County** Mayor or his/her designee shall confer with the **Contract City** and the **County** Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the **County** Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 **WEIGHING RECORDS**

The **County** shall cause all **County** Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the **Contract City**, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies

County Resolution No. R-167-13

Contract City Resolution No. _____

of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The **Contract City** agrees that the County Solid Waste Management System may accept Solid Waste on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to **Contract Cities**. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this **Agreement** shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of Solid Waste to **County** disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) Disposal Fee(s) less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8

DURATION OF AGREEMENT

The term of MSW deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including October 1, 20____. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other Interlocal agreement between the **Contract City** and the **County** with regard to use of the County Solid Waste Management System. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITY

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Governing Body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

County Resolution No. R-167-13
Contract City Resolution No. _____

To Contract City -
Ronald J. Wasson
Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17

County Resolution No. R-167-13
Contract City Resolution No. _____

FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18

COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**County** event of default". If a **County** event of default should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a "**County** event of default" unless the **Contract City** first give(s) the **County** written notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a "**Contract City** event of default". If a **Contract City** event of default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a "**City** event of default" unless the **County** first gives the **Contract City** written notice of

intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the Manager/Mayor of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: HARVEY RUVIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

County Resolution No. R-167-13
Contract City Resolution No. _____

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST:

By: _____

This day of _____, 20__

[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 6.

ITEM: Approval of the final policy statement to be added to social media sites for the Town of Bay Harbor Islands.

DESCRIPTION:

At previous Council meetings Council Member Salver asked staff to report back on the feasibility to launch a social media presence for the Town. At that time, staff recommended that prior to launching a social media presence, a policy be develop to guide users on these sites. Town Clerk Marante and Assistant Town Attorney Simone worked together in the attached proposed policy statement. This statement would be posted on the sites and would be accepted by the user prior to posting on the site.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Social Media Guidelines	Social Media Terms of Use.pdf
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SOCIAL MEDIA

Town of Bay Harbor Islands' Social Media Sites

The Town of Bay Harbor Islands (hereinafter the “Town”) has social media sites that serve as an additional medium for providing information to our residents. The Town’s social media sites are not intended to provide all public notices or other required information. Please refer to the Town’s website for information regarding Town meetings, agendas, videos of meetings, and other public notices and information at www.bayharborislands.org.

The Town’s social media sites are:

www.facebook.com/bayharborislands

www.twitter.com/bayharborislands

Please be advised that Town Council Members will not post or respond to questions or inquiries posted on the Town’s social media sites, as such postings and/or responses thereto may constitute a violation of Florida’s Sunshine Law.

Purpose of the Town’s Social Media Sites and Guidelines.

The Town understands that social media can be a fun and rewarding way to share one’s life and opinions with family, friends, and persons around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of the Town’s social media, the Town has established guidelines for appropriate use of social media and certain terms of use.

GUIDELINES

Be respectful

Always be fair and courteous to others. Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage others or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile environment on the basis of race, sex, disability, religion or any other status protected by law.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false.

Post only appropriate and respectful content

Express only your personal opinions. Never represent yourself as a spokesperson for the Town. If Town is the subject of the content you are creating, be clear and open about the fact that you

are your views do not represent those of the Town, its employees, suppliers, or people working on behalf of Town. You are personally responsible for material you post and your re-postings.

Disclaimer required - Any reference to Town, that is publicly posted **must** contain a disclaimer stating that “the thoughts and opinions expressed herein belong only to the author and do not necessarily reflect those of the Town.”

Intellectual Property

You are not authorized to use the Town’s intellectual property and marks including, but not limited to the Town Seal, without first obtaining written permission from the Town Manager. **You are also not authorized to use the intellectual property of any other person or entity without their written approval. In no way shall the Town have any liability for any postings that violate any person or entity’s intellectual property.**

Terms of Use

Please be aware that when engaging with the Town of Bay Harbor Islands social media, you are agreeing to adhere to the foregoing guidelines and the following terms of use as follows:

You must keep your comments clean and appropriate. Inappropriate comments, comments not related to the purpose of the page or comments not related to the specific posts are subject to deletion by the administrator of the account. If you do not comply with the posting guidelines, your message will be removed. If you post inappropriate content a second time, you will be blocked from posting any more information to the site.

You participate at your own risk, taking personal responsibility for your comments, your username and any information provided. All comments and images are subject to Florida’s public records law. The appearance of external links on this site does not constitute official endorsement on behalf of the Town of Bay Harbor Islands.

The Town’s social media is not monitored at all times. Do NOT use social media to report emergency situations or time-sensitive issues.

The following is prohibited:

Graphic, obscene or explicit comments or images.

Comments and images that are abusive, threatening, hateful or intended to defame anyone or any organization or comments that suggest or encourage illegal activity.

Comments and images that promote, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation.

Comments and images posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct.

Comments and images that do not relate to the subject matter of the social media site where posted.

Comments, images, and information intended to compromise the safety or security of the public or public systems.

The use of intellectual property belonging to the Town, any person, or entity without their express written approval.

The Town reserves the right to modify or amend the foregoing at any time.

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 7.

ITEM: Consideration and Approval of the proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL/GPS) units for a total of \$51,536.00 for a 5 year service plan. Enclosed find the all of the quotes submitted for consideration.

DESCRIPTION:

Staff is seeking approval of a proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL / GPS) units for a total of \$51,536.00 for a 5 year service plan.

This item was on the agenda for consideration in June. A resident, Mr. Corral, addressed the Town Council and volunteered his expertise to go over the proposal and make sure the Town was getting the best technology for the best price. Town Staff met with Mr. Corral and reviewed the proposal, he priced the same items and only found that he could get it about \$1,000 cheaper. The conclusion from staff and Mr. Corral is that this is a good proposal and we should proceed with accepting this bid.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Project Cost for the fleet of 40 vehicles fort the first year, including start-up will be \$15,075.20.

Second and subsequent years will be \$9,115.20 per year for a total of \$51,536.00

This expenditure will require an approval for an appropriation from the General Fund Reserves.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Sean Hemingway, Chief of Police

ATTACHMENTS

1.	Verizon Wireless Quote	Verizon quote - PD.pdf
2.	Trackstar Quote	trackstar-001 - PD.pdf
3.	Vin Wireless Qoute	BHIPD AVL Proposal 10 May 2015 - VIM WIRELESS.pdf



Networkfleet Budgetary Quote

Please review your custom Pricing Proposal below. For questions, please inquire with your sales contact.

Company Information

Bay Harbor Islands Police Department

Adam Flynn
(407) 720 - 0384
adam.flynn1@verizon.com

Today's Date: May 6, 2015
Pricing Valid Thru: June 10, 2015

Proposal Option - Purchase GSA				
12 Months				
Contract Term:	Hardware Item Description	Quantity	Unit Price	Total
5500 Vehicle Unit		40	\$ 80.00	\$ 3,200.00
				-
				-
Service Item Description				
		Quantity	Unit Price	Total
5500 monthly service fees		40	\$ 18.95	\$ 758.00
				-
				-
				-
Additional Item Description				
		Quantity	Unit Price	Total
Quick Install OBD or Universal Harness		40	\$ 30.23	\$ 1,209.20
Base Installation		40	\$ 65.00	\$ 2,600.00
				-
Total One Time Purchase (Hardware and Additional Items)				\$ 7,009.20
Total Monthly Recurring Costs (Service Items)				\$ 758.00

Additional Comments:

Budgetary quote Only. Final quote provided in agreement. Harness style dependant on vehicle type.

$\$9,096.00 - \text{Total 1st year}$
 $\times 12 = \$109,152.00$

** Taxes and Shipping not included Shipping estimated at \$2.00 per unit



TRACK STAR SYSTEM QUOTE

QUOTE# 031015JS-3

Quote Prepared For:		Date: 3/10/2015
Co. Name	Bay Harbor Islands PD	*Quotations are valid for 30 days from above date
Attn:	Lt Curtis Johnson	
Address	9665 Bay Harbor Terrace	
City, State, Zip	Bay Harbor Islands, FL 33154	
E-mail/Phone	305-866-6242 x126	
Quote Prepared By: JS		

P/N	Product Description	Quantity	Price Each	Total
Bundled Solution Options				
001-02014	Track Star AVLS System Bundle Starter Edition - Includes: 1 Track Star Server, 2 PC Client Stations, and Connection for up to 20 Fleet Vehicles	1	\$ 2,000.00	\$ 2,000.00
001-03010	Map License & Software Maintenance Fee – ANNUALLY RECURRING – 1 required per vehicle in fleet	40	\$ 90.00	\$ 3,600.00
001-03019	Digital Globe Subscription Fee - ANNUALLY RECURRING - 1 required per vehicle in fleet	40	\$ 9.00	\$ 360.00
001-04082	Enfora/Novatel MT-3050 (CDMA, VZN) OBD-II Plug-In Cellular GPS Tracking Device	40	\$ 250.00	\$ 10,000.0
001-05004	Server Software Installation Services – Remote per hour billed in 1 hour increments	0	\$ 125.00	\$ -
001-05007	End User Training – Remote per hour billed in 1 hour increments	0	\$ 125.00	\$ -
Subtotal				\$ 15,960.0
Sales Tax (0.0%)				\$ -
TOTAL				\$ 15,960.0

Please reference Quotation Number in all correspondence and in Purchase Orders. Vehicle Device Installation, if desired, will be quoted separately.

Delivery is generally within 30 days of receipt of order. Actual scheduled delivery will be noted on confirmation of your purchase order. Track Star products are warrantied under the terms of Limited Product Warranties, copies of which are provided at time of quote acceptance. Purchase order is required to initiate order fulfillment. Issuance of a Purchase Order indicates concurrence with the terms of the licensing agreements.

PAYMENT TERMS:

Payment in full Net 30. A 1.5% per month charge will be applied for any balances due beyond 30 days.

****SHIPPING COSTS WILL BE BILLED AT TIME OF SHIPMENT - THERE WILL BE A STANDARD SHIPPING CHARGE OF \$15 UNLESS ACTUAL CHARGES ARE GREATER**

Quote Approved By: _____ Date: _____

Thank you for the opportunity to provide this quotation!

Track Star International, Inc.
8801 JM Keynes Drive, Suite 260, Charlotte, NC 28262
Phone: 800-661-3515
www.trackstar.com

* Wireless Connectivity – \$9.00 per VEHICLE per month
with Verizon (40) x \$9.00 = \$360.00 x 12 months = \$4,320.00



10 May 2015

Sean Hemingway
Chief of Police
Bay Harbor Islands Police Department
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: VIM Wireless Automatic Vehicle Locator (AVL) Systems

Dear Chief Hemingway,

Thank you for the opportunity to trial the VIM Wireless AVL system in the police patrol fleet. We are confident that once familiar; the city of Bay Harbor Island will find this to be a valuable cost savings tool for their vehicles.

As directed, this proposal represents coverage of the city's forty vehicles. The police department, engineering/public works, and code enforcement vehicles will all have the same software system benefits as described below:

The VIM Wireless AVL solution for government is designed to allow you to better manage your fleets and vehicle locating services. Our core expertise in the knowledge of OBDII Powertrain vehicle interface and the multiple network protocols supported, make VIM Wireless the safe choice.

The VIM Wireless AVL will support the entire concurrent fleet with the ability to expand in both number of vehicles and users. The system is capable of functioning 24/7 of vehicle tracking in real time including but not limited to, location, speed, and direction. Additionally, vehicle "health" status is fully selectable and reported. As the trial period demonstrated, the VIM Wireless system provides the following benefits:

- Locates the vehicle's information at a maximum of once per minute (or as programmed)
- Police software will encompass the organization, tracking, classification, vehicle information, and display of vehicles according to the attributes identified by the map. These attributes should include (but are not limited to): vehicle location & status. The system will perform geofencing alerts as defined by client.
- Vehicle OBDII messaging is included with GPS & mapping location of the fleet and includes the following data:
 - Date/Time
 - GPS Location

VIM WIRELESS, LLC • 2590 Northbrooke Plaza Drive • Naples, Florida • Suite 205
Phone (248) 310-7500 • Fax (248) 334-3558
vimwireless.com*support@vimwireless.com



- Internet Portal Platform
- Speed
- Throttle Percent
- RPM
- Odometer
- Engine Light ON
- Fuel Level, Fuel Remaining, & Fuel Rate
- Oil Pressure
- Temperature
- Engine Hours
- Battery Voltage & Level
- DTC
- Engine Idle
- Ignition On/Off
- The Vim portal software will store historical data from vehicle tracking for up to 5 years. The system has the ability to easily access & display historical tracking data in real time.
- VIM Wireless provides reporting and the ability to easily generate ad-hoc reports. The reports include the Google and map data based information

The initial installation will include all necessary vehicle equipment. Subsequent cost will be only for the portal monitoring & communication of the vehicles. Additional monitoring of data can be customized and will be added as required under a “time & materials” basis.

Having said that, the scope of work and bill of materials for this project will be as follows:

- Provide and install OBDII interface device with required cable & connector products
- Provide and install communication devices
- Program, test, & train client on use of system (at mutually agreeable time)

Based on the description of work and bill of materials, pricing is based on the following assumptions.

- All of the pricing is based on a commitment of five (5) years of data services
- Hardware warranty of OBDII interface device is twelve (12) months (service rates may apply)
- Vehicles are available to technician at time of appointed service (down time will be billed as additional)

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Phone (248) 310-7500 • Fax (248) 334-3558
vimwireless.com*support@vimwireless.com



- A pre & post installation check list will be performed. Any issues discovered during the “pre” check, will be brought to the customers attention. The repair of these issues ARE NOT inclusive of this proposal. If approved, these issues will need to be billed as additional
- Work completed during normal working hours

NOTE: The above engineered system design (scope of work, bill of materials, and/or attached drawings and/or specifications) has been exclusively designed for the City of Bay Harbor Islands Police Department free of charge, in hopes of acquiring a contract, and therefore is a *proprietary design* of VIM Wireless.

Any unauthorized distribution or duplication of said design to anyone other than the City of Bay Harbor Islands Police Department is strictly prohibited and would constitute a \$1,500.00 engineering and design fee for services rendered by VIM Wireless. Refundable only upon award of full contract

Per the above listed bill of materials, scope of work, and assumptions, project cost for the fleet of 40 vehicles for the first year, including start-up will be \$15,075.20, and the second and subsequent years will be \$9,115.20 per year for a five-year total of \$51,536.00.

We look forward to working with you and your team to get this program operational. Please contact me with any questions or comments. Thanking you in advance.

Sincerely,

Jim Scribner

VIM Wireless

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 8.

ITEM: Approval of insurance policy renewal for the Shepard Broad Causeway Bridge for the year beginning July 15th, 2015 through July 14th, 2016 for a total premium of \$188,374. Enclosed is a copy of the marketing summary and supporting documents.

DESCRIPTION:

The renewal quote was delayed past the June meeting due to a review of the policy terms by the underwriter. The review resulted in a determination that the Bridge has been undervalued in past years necessitating the premium increase. Covenants relating to the outstanding debt on the Causeway require that the Causeway be insured.

It is requested that the Town Council approve the inland marine coverage renewal (July 15th, 2015 through July 14th, 2016) for the Bridge from Westchester Surplus Lines Insurance Company for a total premium of \$188,374.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The premium increased substantially from last years \$116,622 to \$188,374.

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Bridge Insurance 2015/2016	BRIDGE INS 072315.pdf
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JULY 23, 2015
TO: HONORABLE MAYOR AND COUNCIL
VIA: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: BRIDGE INSURANCE

I authorized renewal of the insurance policy on the Broad Causeway Bridge on July 15th. Public Risk Insurance Agency provided a renewal quote from the carrier, Westchester Surplus Lines Insurance Company. Westchester is rated A++ (Superior) by A.M. Best. The premium increased substantially from last years \$116,622 to \$188,374. The renewal quote was delayed past the June meeting due to a review of the policy terms by the underwriter. The review resulted in a determination that the bridge has been undervalued in past years necessitating the premium increase.

The market for insurance of this type is extremely limited. The League of Cities does not provide coverage for bridges. In the past, I have contacted the State of Florida Division of Risk Management and the Miami-Dade County Risk Management Division Property and Casualty Unit. The State of Florida Division of Risk Management does not have any programs to provide insurance or place coverage (e.g., by "piggy-backing") for units of local government. Miami-Dade County does not insure any of their bridges. I have attached a copy of the marketing summary provided by Public Risk Insurance Agency.

Covenants relating to the outstanding debt on the Causeway require that the causeway be insured.

It is requested that the Council approve my decision to renew our inland marine coverage for the ICW Bridge for the year beginning July 15, 2015 from Westchester Surplus Lines Insurance Company for a total premium of \$188,374.

MARKET SUMMARY

ACE-Incumbent	Quoted: See Proposal
ALLIANZ	Decline: Class of business and location of risk
ALTERRA	Decline: Class of business and location of risk
FABER/LONDON	Decline: Could not compete with targeted terms and conditions
EVEREST	Decline: Class of business and location of risk
LANDMARK	Decline: Cannot support ground up coverage due to location of risk
LEXINGTON	Decline: Could not compete with targeted terms and conditions

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 9.

ITEM:

Approval of Change Orders # 6 and # 7 in the Amounts of \$191,867.01 and \$5,182.00 respectively, associated with the Inter Coastal Bridge repairs for Project BC 142. Enclosed find a copy of the change of orders.

DESCRIPTION:

Change Order # 6 is associated with an increase of the Contract unit price for Cathodic Protection integral pile jacket Non-Structural from \$1,632.83 to \$1,835.82/ LF and quantity from 285 to 358 due to: increased quantity of structural jackets, additional locations and lengths.

Change Order # 7 is to remove and dispose of the four (4) air buffers located on east and west bascule leaf of the ICWW Bridge. These buffers are not required for the safe operation of the bridge and have caused operational problems in the past.

Council approval is requested for Change Orders # 6 and 7 in the total amount of \$197,049.01.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Total amount of Change Orders is \$197,049.01.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	change of order #6	change of order # 6.pdf
2.	change of order #7	change of order #7.pdf

Change Order

No. 006

Date of Issuance: May 19, 2015

Effective Date: May 25, 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:

Increase of Contract Unit Price for Cathodic Protection Integral Pile Jacket Non-Structural (PI 457-2-121) from \$1632.83/LF to \$1835.82 /LF and Qty from 285 to 358 due to: Increased pile cross-section; Increased qty of Structural Jackets; More locations; Varied Lengths.

Attachments (list documents supporting change):

1. Original Pre-Bid RFI# 04 and EOR Response; 2. Contract Plan Sheet B3-3 showing 14x14 cross section; 3. Pile Survey performed by Contractor and CEI; 4. Contractor Price Revision; 5. Original Bid Tab Sheet; 6. Modified Bid Tab Sheet.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 005 :

\$ 363,641.06

Contract Price prior to this Change Order:

\$ 11,831,255.24

[Increase] [~~Decrease~~] of this Change Order:

\$ 191,867.01

Contract Price incorporating this Change Order:

\$ 12,023,122.25

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: 20 MAY 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 6/2/15

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: MAY 27, 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.

Town of Bay Harbor Broad Islands Contract No. BC 142 Rehabilitation of Broad Causeway Bridges

Pre-Bid RFI04

1. Please provide dimensions to include height and width for the cross section of the plinth that will receive the cathodic system. **Response:** a complete set of original contract plans is not available; the total depth of the plinth is unknown. The plinths repair locations are at or above the water line and the repair areas are listed on sheet no. B1-15. The width of the plinth is 2'-7".
2. Please provide the length of the Plinth that will receive the cathodic system. **Response:** The plinth repair areas are listed on sheet no. B1-15 and approximate lengths are shown on sheets B1-16 thru B1-42.
3. Please provide the existing top elevation of the Plinth that is to receive the cathodic system. **Response:** a complete set of the original plans is not available, top elevation of the Plinths are not available. Conduct a field review to observe the proximity of the top of plinth to the water line.
4. Drawing B1-8 section C-C shows the proposed top encapsulation of the plinth to be 5.5 inches thick. Drawing # B1-11 center/bottom page detail shows a more detailed view. What is the proposed thickness of the portion shown on this detail and which is also spelled out in the TSP as being sand cement grout filler in which to encase the Titanium mesh. Again my question is , what is the required thickness of the cement grout filler in which to encase the Titanium mesh. **Response:** The required thickness of the concrete overlay top of plinth is 5.5" as shown on B1-8.
5. Drawing B3-3 center/bottom page note "E" says, non-structural & structural jackets are to be paid for under Pay Item # 457-2-121. The pay item on the proposal sheet is labeled as non-structural. Out of the 285 L.F. quantity, how much is to be estimated as structural verses non-structural for the sake of entering the proper cost on our bid. **Response:** The total number of structural versus nonstructural jacket is unknown and will be determined by the engineer during construction, for the purpose of bidding, assume 25 percent of the jackets are structural.

M & J CONSTRUCTION COMPANY**OF****PINELLAS COUNTY, INC.****809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689****PHONE (727) 938-6478****(727) 934-4665****Transmittal 217-061**April 10th, 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	10 Apr 15	217-SUB-016_R2	Submittal 217-SUB-016_R2
			Bridge 875103 Pile Survey Revision 2

THESE ARE TRANSMITTED as checked below:

☒ / for approval☐ / Approved as submitted☐ / For your use☐ / As Requested☐ / Returned for correctionsRemarks: Revision on approved survey, performed another survey on April 7th, 2015.Pay Item: 457-2-121Signed: Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer

M&J CONSTRUCTION COMPANY
Job#217 - Town of Bay Harbor
Rehabilitation of Broad Causeway Bridges
Miami-Dade County, FL
Bridge No. 875103 Pile Survey

Survey Date : 7 April 2015

Location	Type N/S	Length	Notes
B2-3	N	9.0	Spalled EF.
B2-4	N	9.0	Spalled EF and WF.
B2-6	S	9.0	Spalled EF
B2-7	S	9.0	Spalled EF
B3-4	N	9.0	Existing jacket delaminated and cracked WF.
B3-5	S	9.0	Pile split and delaminated on EF.
B3-6	N	9.0	Existing jacket delaminated and cracked EF. Top of jacket spalling off.
B3-7	N	9.0	Spalled EF
B4-3	N	9.0	Existing jacket delaminated and cracked EF.
B4-4	S	11.0	Existing jacket delaminated and cracked WF.
B4-5	S	11.0	Existing jacket delaminated and cracked EF.
B4-6	S	9.0	
B4-10	S	9.0	Cracks and delaminations in pile EF and WF.
B4-11	S	9.0	
B5-3	N	9.0	Existing jacket delaminated and cracked EF.
B5-4	S	9.0	Existing jacket delaminated and cracked EF.
B5-5	S	9.0	Existing jacket delaminated and cracked EF. Cracked and delaminated pile EF.
B5-6	N	9.0	Cracks and delaminations in pile EF.
B5-8	N	9.0	Cracks and delaminations in pile EF.
B5-10	N	9.0	Cracked/Spalled EF
B5-11	S	9.0	Cracks and delaminations in pile WF.
B6-1	S	11.0	Existing jacket delaminated and cracked WF.
B6-3	S	9.0	Existing jacket delaminated and cracked EF.
B6-4	S	9.0	Existing jacket delaminated and cracked EF.
B6-5	N	9.0	Existing jacket delaminated and cracked EF and WF.
B6-7	S	10.0	Existing jacket delaminated and cracked WF.
B6-8	N	9.0	Cracks and delaminations in pile EF.
B7-3	S	9.0	Cracks and delaminations in pile EF and WF.
B7-4	S	9.0	Cracks and delaminations in pile EF and WF.
B7-5	N	9.0	Existing jacket delaminated and cracked EF and WF.
B7-6	N	9.0	Cracks and delaminations in pile WF.
B7-7	S	9.0	Cracks and delaminations in pile EF.
B7-11	S	9.0	Cracks and delaminations in pile EF and WF.
B8-4	N	9.0	Cracks and delaminations in pile WF.
B8-7	N	9.0	Existing jacket delaminated and cracked EF.
B8-8	S	9.0	Existing jacket delaminated and cracked WF.
B8-9	N	9.0	Existing jacket delaminated and cracked EF and WF.
B8-10	N	9.0	Cracks and delaminations in pile EF.
B8-11	N	9.0	Cracks and delaminations in pile EF.
Structural		187.0	
Non-Structural		171.0	
Total Length		358.0	

52% of Pile Jackets are Structural, not 25% as answered in Pre-Bid RFI.

April 15, 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: Pile Jacket Unit Price

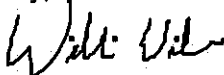
Dear Mr. Banz,

M&J has surveyed the Pile Jackets on Bridge No 875103. After final survey M&J found that the piles were 18" instead of 14", the number of structural pile jackets increased, and lengths of each pile jacket decreased. These items are significantly different than designed.

Based on what was found in the field M&J proposes the price of \$1,835.82 per LF. This is an addition of \$202.99 per LF and reflects the change in conditions.

Please feel free to contact me if there are any questions about this change.

Sincerely,



William Wilson
Project Manager
M&J CONSTRUCTION COMPANY

Pile Jacket Change & Additional Pricing

Labor						
Operation	QTY	UOM	mh/unit	Total MH	\$/mh	Total \$
Install smaller jackets/more	358	lf	2	716	34	24344
Install More structural jackets	78.5	lf	4	314	34	10676
Total Labor				1030		35020

Material							
Item	QTY	UOM	Unit Price	Total \$	Tax	Freight \$	Total Cost
Jackets - extra cost structural	358	lf	30.25	10,829.50	758.07	1000	12,587.57
Small tools and Supplies	2.5	mh	1030	2,575.00	180.25		2,755.25
Extra Concrete	10	cy	170	1,700.00	119.00		1,819.00
Plant Opening	2	ea	2000	4,000.00			4,000.00
Blasting Sand	20	ea	8	160.00	11.20		171.20
Form ply	200	sf	0.95	190.00	13.30	500	703.30
Form 2x6	400	lf	0.28	112.00	7.84	100	219.84
Misc	1	ls	1000	1,000.00	70.00		1,070.00
Material Total							23,326.16

Equipment			
Item	Rate	Duration (Mo)	Total Cost
185 Compressor	2000	1	2000
Sand Blast Equipment	500	1	500
Floats	1000	1	1000
Total Equipment			3500

Labor	35020	
Material	23,326.16	
Equipment	3500	
Total Cost	61846	
Total Bid LF	358	1835.82
Total \$ / LF	172.75	
Markup 17.5%	30.23	
Total \$ / LF	202.99	



July 18, 2014

Mr. Bob Clemente
M & J Construction of Pinellas County
bobclemente@mjconstruction.net

RE: **Rehabilitation of Broad Causeway Bridges (Contract No. BC-142))**

Dear Mr. Clemente:

We are pleased to provide the following cathodic protection materials (Lifejacket® System) and embedded anodes for the Rehabilitation of Broad Causeway Bridges. This is Contract No. BC-142 in Town of Bay Harbor Islands, FL. Our proposal is in accordance to Technical Special Provisions Section T457 Cathodic Protection Integral Pile Jacket, Structural and Non-Structural, as specified for this project. We are also providing the embedded anodes (Pay Item 455-81-106) and the bulk anode assembly, which is considered incidental, and included in Pay Item 457-2-121. **Materials Only.**

Product Description:

Cathodic Protection Integral Pile Jacket, Non-structural – (Pay Item No. 457-2-121): This consists of supplying a 2-piece, 26" square by 3/16" thick FRP integral pile jacket lined with expanded zinc mesh anode for protecting 14" square steel reinforced concrete pile. Each section of jacket will be supplied with the mesh anode pre-installed and No. 10 AWG lead wire soldered in-place ready for installation. The zinc mesh is attached to the inside face of the jacket using 2" nylon bolt fasteners. Additional standoffs may be required for proper positioning of the jacket and is the responsibility of the Contractor. We are also including 6" x 6" x 4" NEMA 6 terminal junction box kit, which includes the following: 316SS lag anchors; 316SS lid screws; 316SS 1/4 x 2" fully threaded bolts, nuts and flat washers; #6 and #10 tin plated copper ring terminal ; #10 THHN solid copper wire; Thermo-shrink tubing and the 0.1 Ω shunt.

Jackets will be equipped with 2" diameter pumping ports for filling the annular space during concrete placement. The port assembly is designed to remain in-place and consists of non-corroding materials. In addition, coupled port extensions with gate shutoff valves will be supplied as part of the system for placing concrete. Bulk Zinc Anode Assembly is included.

Cathodic Protection Integral Pile Jacket, Structural – (Pay Item No. 457-2-221): This consists of supplying a 2-piece, 26" square by 3/16" thick FRP integral pile jacket lined with expanded zinc mesh anode for protecting 14" square steel reinforced concrete pile. Each section of jacket will be supplied with the mesh anode pre-installed and No. 10 AWG lead wire soldered in-place ready for installation. The zinc mesh is attached to the inside face of the jacket using 2" nylon bolt fasteners. Additional standoffs may be required for proper positioning of the jacket and is the responsibility of the Contractor. We are also including 6"

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Sarasota • Pompano • Baltimore • Chicago • Houston • Los Angeles • New York • Detroit • Lake Charles • Harford • Baton Rouge • Dubai

x 6" x 4" NEMA 6 terminal junction box kit, which includes the following: 316SS lag anchors; 316SS lid screws; 316SS 1/4 x 2" fully threaded bolts, nuts and flat washers; #6 and #10 tin plated copper ring terminal ; #10 THHN solid copper wire; Thermo-shrink tubing and the 0.1 Ω shunt.

Jackets will be equipped with 3" diameter pumping ports for filling the annular space during concrete placement. The port assembly is designed to remain in-place and consists of non-corroding materials. In addition, coupled port extensions with gate shutoff valves will be supplied as part of the system for placing concrete. Bulk Zinc Anode Assembly is included.

Bulk Zinc Anode Assembly – (Included): This consists of supplying a 48 pound nominal weight bulk zinc anode conforming to ASTM B418 (99% pure) and all of the associated mounting hardware. The hardware includes the following: 2" hot-dipped galvanized channel (c-t-l and predrilled), carriage bolts, nuts and washers. The No. 6 AWG copper strand lead wire with HMWPE insulation will be brazed to the 3/8" diameter steel rod and potted in a 12" long by 1 1/4" diameter epoxy filled CPVC section for protecting the wire splice. All wires will be long enough to effectively route up through the jacket to the junction box location as shown on the plans. Miscellaneous conduit, bottom seals, and other items not specifically listed above; is not included.

Embedded Anodes – (Pay Item 455-81-106): This consists of supplying 100gr embeddable anodes for completing the concrete repairs for Bridge No. 875101 (Pay Item 401-70-3), Bridge No. 875102 (Pay Item 455-81-106) and Bridge No. 875103 (Pay Item 455-81-106).

Pricing Schedule (freight and tax not included):

<u>Pay Item</u>	<u>Description</u>	<u>Unit Quantity</u>	<u>Unit Price</u>
0457-2-121	Non-structural	285 LF	\$385.25/LF
0457-2-221	Structural	N/A LF	\$385.25/LF
455-81-106	Embedded Anode	270 EA	\$14.75/EA
401-70-3	Embedded Anode	As Needed	\$14.75/EA

This price is based on (19) Galvanic Integral CP Jackets

This price is based on (400) Embedded Anodes

Any changes in quantities may affect our price

This Proposal is valid for 60 days

Technical Support (CP Specialist Services):

Not included

Lead Time:

Please allow 8 weeks after receipt of written Purchase Order to manufacture these materials. This project will require (1) shipment estimated at \$3,000 total.

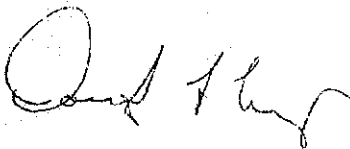
Terms:

Net 30 days with credit approval, FOB Greenville, TN (1.5% penalty for late payments)

Note: Field verification of dimensions and approval is needed before placing any orders

Thank you very much for this opportunity to submit our proposal. If you have any questions after receiving this quotation, please contact me at your convenience (561) 222-9037. Good luck with your bid.

Sincerely,



Douglas L. Leng
VP Business Development
Electro Tech CP, LLC
dleng@structural.net
dleng@electrotechcp.com

Exclusive Distributor of the Jarden Lifejacket System

Bob Clemente

From: Doug Leng <dleng@structuraltec.com>
Sent: Friday, July 18, 2014 10:28 AM
To: Bob Clemente
Subject: SR 922 Broad Causeway Proposal
Attachments: M& J Quote.pdf

Hello Bob,

Thank you very much for this opportunity to submit our proposal for the rehabilitation of the Broad Causeway Bridges in the Town of Bay Harbor Islands, FL. Our proposal is in accordance to the specifications outlined Contract No. BC-142, the Technical Special Provisions and as specified for this project. Attached is our quote for the materials as listed. If you have any questions after receiving this information, please contact me at your convenience. Good luck with your quote and have a great weekend.

Best Regards,

Douglas Leng
VP Business Development
ElectroTech CP, LLC
(561) 222-9037
A Structural Technologies Company
www.structuraltechnologies.com

The information contained in this transmission and any attachments are for the sole use of the intended recipient(s) and may be confidential, privileged, copyrighted or may constitute intellectual property. Any unauthorized review, use, disclosure or distribution of this transmission and any attachments is strictly prohibited. If you have received this transmission in error, please contact the sender and destroy all paper and/or electronic copies of this transmission.



March 7, 2015

Mr. Brian Reilly
M & J Construction of Pinellas County
breilly@mjconstruction.net

RE: **Rehabilitation of Broad Causeway Bridges (Contract No. BC-142)**

Dear Mr. Reilly:

We are pleased to provide the following cathodic protection materials (Lifejacket® System) for the Rehabilitation of Broad Causeway Bridges. This is Contract No. BC-142 in Town of Bay Harbor Islands, FL. Our proposal is in accordance to Technical Special Provisions Section T457 Cathodic Protection Integral Pile Jacket, Structural and Non-Structural, as specified for this project.
(Materials Only)

Product Description:

Cathodic Protection Integral Pile Jacket, Non-structural – (Pay Item No. 457-2-121): This consists of supplying a 2-piece, 30" square by 3/16" thick FRP integral pile jacket lined with expanded zinc mesh anode for protecting 18" square steel reinforced concrete pile. Each section of jacket will be supplied with the mesh anode pre-installed and No. 10 AWG lead wire soldered in-place ready for installation. The zinc mesh is attached to the inside face of the jacket using 2" nylon bolt fasteners. Additional standoffs may be required for proper positioning of the jacket and is the responsibility of the Contractor. We are also including 6" x 6" x 4" NEMA 6 terminal junction box kit, which includes the following: 316SS lag anchors; 316SS lid screws; 316SS 1/4 x 2" fully threaded bolts, nuts and flat washers; #6 and #10 tin plated copper ring terminal ; #10 THHN solid copper wire; Thermo-shrink tubing and the 0.1 Ω shunt.

Jackets will be equipped with 3" diameter pumping ports for filling the annular space during concrete placement. The port assembly is designed to remain in-place and consists of non-corroding materials. In addition, coupled port extensions with gate shutoff valves will be supplied as part of the system for placing concrete. Bulk Zinc Anode Assembly is included.

Cathodic Protection Integral Pile Jacket, Structural – (Pay Item No. 457-2-221): This consists of supplying a 2-piece, 30" square by 3/16" thick FRP integral pile jacket lined with expanded zinc mesh anode for protecting 18" square steel reinforced concrete pile. Each section of jacket will be supplied with the mesh anode pre-installed and No. 10 AWG lead wire soldered in-place ready for installation. The zinc mesh is attached to the inside face of the jacket using 2" nylon bolt fasteners. Additional standoffs may be required for proper positioning of the jacket and is the responsibility of the Contractor. We are also including 6" x 6" x 4" NEMA 6 terminal junction box kit, which includes the following: 316SS lag

www.structuraltechnologies.com • *ElectroTech CP, LLC is a Structural Technologies Company*
Electro Tech CP, LLC • P.O.Box 723 • Richland, MI 49083 • Phone: (561) 222-9037

anchors; 316SS lid screws; 316SS ¼ x 2" fully threaded bolts, nuts and flat washers; #6 and #10 tin plated copper ring terminal ; #10 THHN solid copper wire; Thermo-shrink tubing and the 0.1 Ω shunt.

Jackets will be equipped with 3" diameter pumping ports for filling the annular space during concrete placement. The port assembly is designed to remain in-place and consists of non-corroding materials. In addition, coupled port extensions with gate shutoff valves will be supplied as part of the system for placing concrete. Bulk Zinc Anode Assembly is included.

Bulk Zinc Anode Assembly – (Included): This consists of supplying a 48 pound nominal weight bulk zinc anode conforming to ASTM B418 (99% pure) and all of the associated mounting hardware. The hardware includes the following: 2" hot-dipped galvanized channel (c-t-l and predrilled), carriage bolts, nuts and washers. The No. 6 AWG copper strand lead wire with HMWPE insulation will be brazed to the 3/8" diameter steel rod and potted in a 12" long by 1 ¼" diameter epoxy filled CPVC section for protecting the wire splice. All wires will be long enough to effectively route up through the jacket to the junction box location as shown on the plans. Miscellaneous conduit, bottom seals, and other items not specifically listed above; is not included.

Pricing Schedule (freight and tax not included):

<u>Pay Item</u>	<u>Description</u>	<u>Unit Quantity</u>	<u>Unit Price</u>
0457-2-121	Non-structural	320 LF	\$415.50/LF
0457-2-221	Structural	As needed LF	\$415.50/LF

This price is based on (32) 30" sq x 10' lg Galvanic Integral CP Jackets

Any changes in quantities may affect our price

This Proposal is valid for 60 days

Technical Support (CP Specialist Services):

Not included

Lead Time:

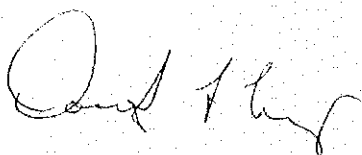
Please allow 8 weeks after receipt of written Purchase Order to manufacture these materials. This project will require (1) shipment estimated at \$3,000 total.

Terms:

Net 30 days with credit approval, FOB Greeneville, TN (1.5% penalty for late payments)

Thank you very much for this opportunity to submit our proposal. If you have any questions after receiving this quotation, please contact me at your convenience (561) 222-9037.

Sincerely,



Douglas L. Leng
VP Business Development
Electro Tech CP, LLC
dleng@structuraltec.com
dleng@electrotechcp.com

Exclusive Distributor of the Jarden Lifejacket System

**BAY HARBOR BASCULE BRIDGE REPAIR
BRIDGE NOS. 875101, 875102 AND 875103**

875101					
PAY ITEM NO.	PAY ITEM NAME	QTY	UNIT	UNIT COST	COST
ELECTRICAL					
508 - 2 - 1	MOVABLE BRIDGE GATE, F&I	4	AS	\$37,712.00	\$150,848.00
508 - 3 - 1	MOVABLE BRIDGE SIGNAL, F&I	2	AS	\$29,610.00	\$59,220.00
508 - 4 -	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, REHABILITATION	1	LS	\$704,647.00	\$704,647.00
508 - 73 - 1	SUBMARINE CABLE ASSEMBLY, F&I	1	LS	\$360,102.00	\$360,102.00
508 - 76 - 1	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, F&I	1	LS	\$110,186.00	\$110,186.00
508 - 76 - 4	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, REMOVE	1	LS	\$11,091.00	\$11,091.00
508 - 77 - 5	MOVABLE BRIDGE - REHAB, PROGRAMMABLE LOGIC CONTROLLER PROGRAMMING	1	EA	\$3,068.00	\$3,068.00
508 - 78 - 1	MOVABLE BRIDGE - REHAB, LIMIT SWITCHES & TRANSDUCERS, F&I	1	LS	\$37,501.00	\$37,501.00
508 - 80 - 1	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, F&I	4	EA	\$23,937.00	\$95,748.00
508 - 80 - 4	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, REMOVE	4	EA	\$813.50	\$3,254.00
508 - 82 - 4	MOVABLE BRIDGE - REHAB, CONTROL PANEL - MOTOR CONTROLLER, RECONDITION	1	EA	\$66,604.00	\$66,604.00
715 - 515 - 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, F&I, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	17	EA	\$244.85	\$4,162.45
715 - 525 - 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, FURNISH, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	3	EA	\$132.75	\$398.25
TOTAL				SUB	\$10,897,200.63

875102

104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	660	LF	\$9.00	\$5,940.00
455 - 81 - 106	CATHODIC PROTECTION, F&I, OTHER	Omit	EA		
401 - 70 - 3	RESTORE SPALLED AREAS	131	CF	\$526.00	\$68,906.00
508 - 1 - 4	NAVIGATION LIGHTS - FIXED BRIDGE, REPAIR/REHAB	1.00	EA	\$4,883.00	\$4,883.00
TOTAL				SUB	\$79,729.00

875103

104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	1188	LF	\$6.00	\$7,128.00
455 - 81 - 106	CATHODIC PROTECTION, F&I, OTHER	Omit	EA		
457 - 2 - 121	CATHODIC PROTECTION INTEGRAL PILE JACKET, NON-STRUCTURAL, 16.1-30", GALVANIC SYSTEM	285	LF	\$1,632.83	\$465,356.55
401 - 70 - 3	RESTORE SPALLED AREAS	28.00	CF	\$650.00	\$18,200.00
TOTAL				SUB	\$490,684.55

GRAND TOTAL					\$11,467,614.18
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BID AMOUNT: \$ \$11,467,614.18

BID AMOUNT: Eleven Million, Four Hundred Sixty-Seven Thousand, Six Hundred Fourteen Dollars
(IN WORDS) and Eighteen Cents.

**BAY HARBOR BASCULE BRIDGE REPAIR
BRIDGE NOS. 875101, 875102 AND 875103
875101**

PAY ITEM NO.	PAY ITEM NAME	QTY	UNIT	UNIT COST	COST
ELECTRICAL					
508 - 2 - 1	MOVABLE BRIDGE GATE, F&I	4	AS	\$37,712.00	\$150,848.00
508 - 3 - 1	MOVABLE BRIDGE SIGNAL, F&I	2	AS	\$29,610.00	\$59,220.00
508 - 4 -	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, REHABILITATION	1	LS	\$704,647.00	\$704,647.00
508 - 73 - 1	SUBMARINE CABLE ASSEMBLY, F&I	1	LS	\$360,102.00	\$360,102.00
508 - 76 - 1	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, F&I	1	LS	\$110,186.00	\$110,186.00
508 - 76 - 4	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, REMOVE	1	LS	\$11,091.00	\$11,091.00
508 - 77 - 5	MOVABLE BRIDGE - REHAB, PROGRAMMABLE LOGIC CONTROLLER PROGRAMMING	1	EA	\$3,068.00	\$3,068.00
508 - 78 - 1	MOVABLE BRIDGE - REHAB, LIMIT SWITCHES & TRANSDUCERS, F&I	1	LS	\$37,501.00	\$37,501.00
508 - 80 - 1	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, F&I	4	EA	\$23,937.00	\$95,748.00
508 - 80 - 4	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, REMOVE	4	EA	\$813.50	\$3,254.00
508 - 82 - 4	MOVABLE BRIDGE - REHAB, CONTROL PANEL - MOTOR CONTROLLER, RECONDITION	1	EA	\$66,604.00	\$66,604.00
715 - 515 - 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, F&I, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	17	EA	\$244.85	\$4,162.45
715 - 525 - 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, FURNISH, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	3	EA	\$132.75	\$398.25
TOTAL				SUB	\$10,897,200.63

875102

104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	660	LF	\$9.00	\$5,940.00
455 - 81 - 106	CATHODIC PROTECTION, F&I, OTHER	Omit	EA		
401 - 70 - 3	RESTORE SPALLED AREAS	131	CF	\$526.00	\$68,906.00
508 - 1 - 4	NAVIGATION LIGHTS - FIXED BRIDGE, REPAIR/REHAB	1.00	EA	\$4,883.00	\$4,883.00
TOTAL				SUB	\$79,729.00

875103

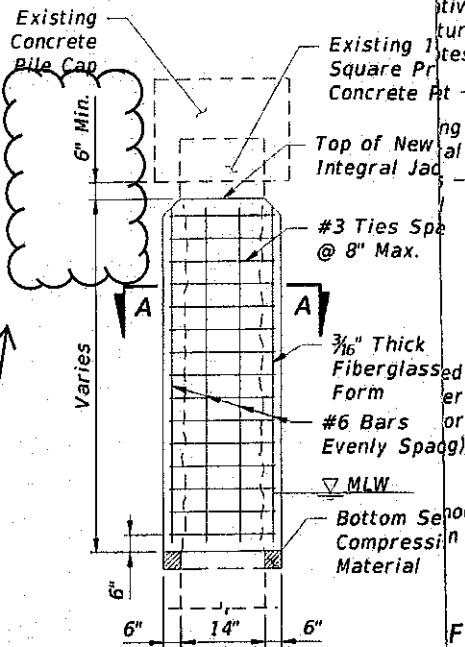
104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	1188	LF	\$6.00	\$7,128.00
455 - 81 - 106	CATHODIC PROTECTION, F&I, OTHER	Omit	EA		
457 - 2 - 121	CATHODIC PROTECTION INTEGRAL PILE JACKET, NON-STRUCTURAL, 16.1-30", GALVANIC SYSTEM	285	LF	\$1,632.83	\$465,356.55
401 - 70 - 3	RESTORE SPALLED AREAS	28.00	CF	\$650.00	\$18,200.00
TOTAL				SUB	\$490,684.55

GRAND TOTAL					\$11,467,614.18
--------------------	--	--	--	--	-----------------

BID AMOUNT: \$ \$11,467,614.18

358 LF
\$1,835.82
\$657,223.56

BID AMOUNT: Eleven Million, Four Hundred Sixty-Seven Thousand, Six Hundred Fourteen Dollars
(IN WORDS) and Eighteen Cents.



STRUCTURAL REINFORCEMENT FOR INTEGRAL PILE JACKET

Scale: None (Zinc Mesh Not Shown)

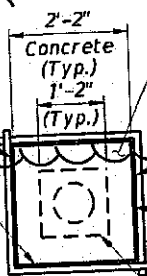
Not necessary to carry all jackets to

CONSTRUCTION METHOD FOR CATHODIC PROTECTION

- A1. Remove unsound pile concrete on all piles.
- B1. For piles designated for jackets, clean pile surface in accordance with Notes. No placement of the pile cleaning has been inspected and approved.
- C1. Place additional reinforcement as shown on this between new and existing reinforcing steel. The existing reinforcement and new reinforcement shall be directed by the Cathodic Protection Specialist.
- D1. Place composite zinc mesh and fiberglass pile jacket. The mesh should be permanently attached to pile or fiberglass.
- E1. Seal interlocking joint and bottom of form again.
- F1. Cover jacket with clear plastic wrap, 5 mils minimum.
- G1. Place external bracing and bonding materials.
- H1. Freshwater wash all reinforcing steel and de-water.
- J1. Fill area between the pile and form with concrete. Cure for 72 hours of the pile cleaning.
- K1. After concrete has cured for 72 hours (min.), remove form.
- L1. Proceed with the steel and anode connections as shown.
- M1. Sequence may be altered as approved by the Project Engineer.
- N1. Plans and Specifications for all cathodic protection shall be submitted by a Cathodic Protection Specialist.

OFFICIAL CATHODIC PROTECTION INTEGRAL PILE JACKET

Scale: None



SECTION B-B

Scale: None

- P1. Connections between existing and new reinforcing steel shall be welded, metalizing, or other approved method.
- Q1. Piles shall be tested for continuity prior to jacket installation. If necessary, to all embedded steel connections, welding, metalizing, or other approved method.
- R1. Details shall be prepared by the Contractor and submitted as shop drawings to the Project Engineer prior to use.

Bridge No. 875103

REVISIONS			
DATE	BY	DESCRIPTION	DATE
10-07-14	SWH	Revise Dim.	

PROTECTION PILE JACKET DETAILS

KANE CONCOURSE BRIDGE
REHABILITATION OVER INDIAN CREEK

REF. DWG. NO.

SHEET NO.

B3-3

HARDESTY & HANOVER, LLC
 Consulting Engineers since 1887
 1000 Sawgrass Corporate Parkway, Ste. 544
 Sunrise, FL 33323

Ph: (954) 835-9119 Fax: (954) 835-9130
 E-Mail: abanz@hardesty-hanover.com

TO: Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154

LETTER OF TRANSMITTAL

DATE: 5/29/2015	JOB NO. 2286.5
ATTENTION:	Randy Daniel, PE - Town Engineer
RE:	
	Project ID: BC 142
	Miami Dade County SR 922

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐

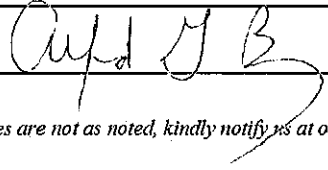
COPIES	DATE	NO.	DESCRIPTION	DISPOSITION
3			Change Order #006 for Pile Jacket Unit Price and Quantity Adjustment	For Town Signature

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ For bids use _____ ☐ Prints returned after loan to us

REMARKS: Please sign all 3 copies, Keep one for your files and return the other two copies of the
 Change Order for distribution

FROM: Al Banz, PE

SIGNED: 

COPY TO: _____

If enclosures are not as noted, kindly notify us at once.

Change Order

No. 007

Date of Issuance: July 8, 2015

Effective Date: June 30, 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:

Remove and dispose of the existing four air buffers located on the east and west bascule leaf of the ICWW Bridge.

Attachments (list documents supporting change):

1. E-mail from Town requesting to obtain price for removal 2. Price Proposal from M&J

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 006 :

\$ 555,508.07

Contract Price prior to this Change Order:

\$ 12,023,122.25

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 5,182.00

Contract Price incorporating this Change Order:

\$ 12,028,304.25

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: 8 July 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: [Signature]

Owner (Authorized Signature)

Date: 7/10/15

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 7-9-15

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: Air buffer test

Randy Daniel

to:

abanz@hardesty-hanover.com, Ronald J. Wasson

06/05/2015 04:24 PM

Cc:

"Reilly (breilly@mjconstruction.net)", "mmisiaszek@hardesty-hanover.com", J C Jimenez, Serge Koretko

Hide Details

From: Randy Daniel <rdaniel@bayharborislands.net>

To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>, "Ronald J. Wasson" <rwasson@bayharborislands.net>

Cc: "Reilly (breilly@mjconstruction.net)" <breilly@mjconstruction.net>, "mmisiaszek@hardesty-hanover.com" <mmisiaszek@hardesty-hanover.com>, J C Jimenez <jcjimenez@bayharborislands.net>, Serge Koretko <skoretko@bayharborislands.net>

Al:

Please obtain a price proposal from M&J to remove the buffers. Please have them include any costs associated with rebalancing after removal.

Thank you.

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

From: abanz@hardesty-hanover.com [<mailto:abanz@hardesty-hanover.com>]

Sent: Thursday, June 04, 2015 12:52 PM

To: Randy Daniel; Ronald J. Wasson

Subject: Fw: Air buffer test

Randy, Ron,

See e-mail attached below. Bridge operation was not affected by chaining the air buffers out of the way, confirming what I stated in the last Progress Meeting that they were not necessary.

Would you like us to request a price from M&J to remove them?

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



----- Forwarded by Alfred Banz/Hardesty_Hanover on 06/04/2015 12:31 PM -----

From: Reilly <breilly@miconstruction.net>
To: "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>, "shedge@hardesty-hanover.com" <shedge@hardesty-hanover.com>
Date: 06/04/2015 01:35 AM
Subject: Air buffer test

Al,

Mike M. and I chained up the air buffers in the east leaf this evening. We tied up one, tested, then tied up the other and tested operations again twice. Luigi (Duty ridge tender) did not note any difference in feel as the leaf operated. We let the air buffers chained in the out-of-operations position pending some word from you.

Removing these things is not quite as simple as it might seem. If you want them removed (and if they are unnecessary, they should be removed, I think) then I will get Seacoast to propose means and methods to safely accomplish it. This would also affect bridge balance, etc., etc,

Let me know how you want to proceed, an if you want the buffers returned to their intermittently sticky operation.

Have a good evening/morning,
Brian Reilly

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-106July 8th, 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

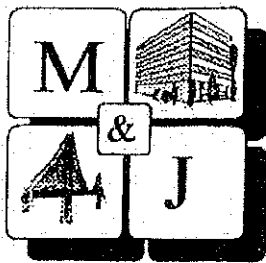
COPIES	DATE	NO.	DESCRIPTION
1	8 July 15		Removal of Air Buffer Cylinder Extra Work

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

July 7, 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: Air Buffer Removal

Dear Mr. Banz,

It was found that one of the air buffer cylinders was affecting normal operation of the bridge. After monitoring the significance of the cylinders out of use it was deciding that taking them completely off the bridge was the route requested to proceed with. Based on the removal of 4ea air buffer cylinders, M&J proposes to do the work for.

Remove 4ea air buffer cylinders : \$1,295.50ea or \$ 5,182.00 LS

This price is based on the work outlined in progress meeting #8. Please feel free to contact me with any questions.

Sincerely,

William Wilson
Project Manager
M&J CONSTRUCTION COMPANY

CORPORATE MEMBER SSPC: the society of protective coatings



AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a proposal by Elevator Service, Repair, and Modernization, Inc. for emergency elevator upgrades in the amount of \$150,000.00. Enclosed is a copy of the comparison spreadsheet and supporting documents.

DESCRIPTION:

Recently, a hydraulic line powering the north elevator at Town Hall broke at a critical joint, resulting in hydraulic pressure loss and incapacitating the referenced elevator. Upon investigation by ThyssenKrupp Elevators, our current service provider, it was determined that the hydraulic line needed replaced. Since the hydraulic lines for both the north and south elevators are composed of the same material and are the same age, a price to replace both was provided by ThyssenKrupp and estimated to be in the range of \$45,000.00 to \$75,000.00.

Upon the revelation of the cost to replace the lines, it was determined to seek a proposal to replace the elevator controllers and pumping units, moving them closer to the actual elevator shafts, and upgrade the elevator doors, lobby doors, and car interior and controls. ThyssenKrupp provided a price of \$260,000.000 for these upgrades. This proposal did not include fire system upgrades, or a new fire door for the proposed elevator machinery room. Accounting for these deficits, an additional \$11,000.00 for fire system upgrades and door vendors is required to make the elevator upgrades a turnkey operation. An additional \$11,500.00 is also requested for any contingency that may arise during the course of the work, creating a grand total of \$282,500.00.

Other proposals obtained were from Elevator Service, Repair, and Modernization, Inc.(ESRM), and Otis Elevator. ESRM proposed to perform the same work, including, in-car video cameras and DVR/monitor for \$116,500.00. This proposal did not include; electrical work (\$3,500.00), fire system upgrades (\$7,500.00), demolition and rebuild of newly located machinery room (\$2,750.00), and a new machine room fire-rated door (\$3,500.00). Accounting for these deficits, an additional \$17,250.00 is needed to make the elevator upgrades a turnkey operation. Also offered as option by ESRMA, is the opportunity to replace all of the bronze elevator doors and lobby fascia with stainless steel for an additional \$4,750.00. An additional \$11,500.00 is also requested for any contingency that may arise during the course of the work, creating a grand total of \$150,000.00.

ThyssenKrupp used union labor rates and proprietary parts and equipment to formulate their proposal. Elevator Service, Repair, and Modernization, Inc. uses non-union, but licensed, elevator technicians and non-proprietary parts and equipment. These factors are the main difference between in price between these two vendors. Attached is a spreadsheet of the cost breakdown between the two vendors and their respective proposal documents.

Otis Elevator did not provide a proposal by the time of the agenda deadline; however, it is believed that their proposal will be more than \$150,000.00 for the same services based upon utilizing union labor and proprietary parts and equipment.

This proposal is considered an emergency repair, and should be approved as such. Both elevators are 40-years-old, and If the south elevator, currently operational, fails for the same reason, Town

Hall will be without any elevators to reach the second floor. The useful service life of an elevator is between 12-15 years.

Approval of emergency funding to upgrade both Town Hall elevators by Elevator Service, Repair, and Modernization, Inc., in the amount of \$150,000.00.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The proposal is in the amount of \$138,500.00, with an additional \$11,500.00 in contingency funding for unforeseen costs associated with turnkey operation, totaling \$150,000.00.

This expenditure will require appropriations from the General Reserves Fund.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan Jimenez, Assistant Town Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Comparison Spreadsheet	SPREADSHEET FOR COMPARISON 27JUL2015.xlsx
2.	ESRM PROPOSAL	ELEVATOR SERVICE REPAIR AND MAINTENANCE PROPOSAL 27JUL2015.pdf
3.	Recommendation letters	letters of recommendation - Elevator Service Repair and Modernization.pdf
4.	ThyssenKrupp Proposal	THYSSENKRUPP PROPOSAL 27JUL2015.pdf

ELEVATOR RENOVATIONS (TWO ELEVATORS)										
ITEM #	ITEM DESCRIPTION	ELEVATOR SERVICE, REPAIR, & MODERNIZATION						THYSSENKRUPP		
			YES	NO				YES	NO	
1	REMOVAL/DISPOSAL OLD CONTROLLERS		X					X		
2	INSTALLATION OF NEW CONTROLLERS (2)		X					X		
3	REMOVAL/DISPOSAL/CAP OLD PUMP UNITS (2)		X					X		
4	INSTALLATION OF NEW PUMP UNITS (2)		X					X		
5	INSTALL TWO SETS OF DOOR EQUIPMENT		X					X		
6	INSTALL TWO NEW CAB DOORS		X					X		
7	INSTALL NEW ELEVATOR HALLWAY DOORS (4)		X						X	
8	NEW ELEVATOR CAB INTERIORS: NEW DROP CEILING; LIGHTING, FORMICA WALLS, AND NEW HANDRAILS (2)		X					X		
9	INSTALL NEW RUBBER FINISHED FLOORS		X						X	
10	INSTALL NEW IN-CAR CAMERAS		X						X	
11	INSTALL 1 CAMERA, DVR, AND MONITOR IN MACHINE ROOM		X						X	
12	INSTALL CONTROLLER AIR CONDITIONER UNITS		X						X	
	COST PER ELEVATOR		\$58,250.00					\$130,000.00		
	COST FOR TWO ELEVATORS		\$116,500.00					\$260,000.00		
	ELECTRICAL WORK (BHI)		\$3,500.00					INCLUDED		
	FIRE SYSTEM UPGRADE		\$7,500.00					\$7,500.00		
	STAINLESS STEEL ENTRY DOORS AND FASCIA (2 FLOORS)		\$4,750.00					NOT BID		
	DEMO/REBUILD MACHINE ROOM (BHI)		\$2,750.00					NOT REQ'D		
	NEW MACHINE ROOM FIRE DOOR		\$3,500.00					\$3,500.00		
	CONTINGENCY		\$11,500.00					\$11,500.00		
	TOTAL COST		150,000.00					271,000.00		

Elevator Service, Repair & Modernization Inc
PO Box 70068
Oakland Park, FL 33307



Offered To: Bay Harbor Islands
Douglas Armstrong
9665 Bay Harbor Terrace
Bay Harbor Islands , FL 33154

ELEVATOR - REPAIR - PROPOSAL

SO# 2002880

Date: 7/22/2015

Re: Repair for Two (2) -Landing, 2000-lb Capacity Elevator(s)

S/N: 65879,65880 Bldg No.: Car No.:

Elevator Service, Repair & Modernization, Inc. proposes to provide and install the following:

MODERNIZATION OF TWO ELEVATORS:

- * Removal and disposal of 2 new pumping units and control systems
- * Drain and cap of 2 existing underground hydraulic lines
- * Provide and Install 2 new code compliant non-proprietary duplex control systems with 2 complete submersible pumping units in room adjacent to elevator hoistways.
- * Provide and Install 2 new sets of door equipment Including the door operators, cab equipment and hall equipment
- * Provide and Install 2 new elevator cab doors
- * Provide and Install 4 new elevator hallway doors
- * Provide and Install 2 new elevator cab interiors Including Aluminum drop ceilings, lighting, Standard Formica and new handrails

1. Laminate (Formica brand or equiv)

Brand and color _____

* Provide and Install 2 new elevator cab standard rubber finished floors

Finished Floor (Johnsonite) or equivalent

Brand and Color _____

* Provide and Install 2 new elevator in car cameras

* Provide and Install 1 camera DVR and monitor in machine room

* Provide and Install 2 controller air conditioning units

2 Controller Alteration Packages (to comply with Florida Statute and Americans with Disabilities Act). Includes required elevator permit and inspection fees and alteration code data plate.

A)

1. Non-proprietary Microprocessor-based Hydraulic Control System, including the following features:

- a. On board diagnostics.
- b. Fully Florida Code compliant.
- c. "Americans with Disabilities Act" compliant.

2. Cartop Inspection Station including:

- a. Up, Down, and Safety buttons for proper elevator maintenance.
- b. GFI protected 120vac outlet.
- c. Light fixture.
- d. Alarm Bell 6vdc.
- e. Fire Warning buzzer and light.

3. Car Traveling Lantern.

- a. Up and Down Arrow.
- b. Up and Down Chime.
- c. Surface mount.
- d. Brushed Stainless Finish.

4. Hall Pushbuttons and fixtures.

- a. Top floor fixture includes 1 hall call-down direction pushbutton.
- b. Each intermediate floor fixture contains 1 Up and 1 Down direction pushbutton.
- c. 1st Floor fixture includes 1 hall call-up direction pushbutton and 1 Fireman's Emergency Service key-operated switch.
- d. Digital Position Indicator in Lobby

5. Car Operating Panel including the following features:

- a. Brushed stainless steel finish.
- b. Buttons and lamps to comply with current codes and standards.
- c. Digital Position Indicator.
- d. ADA compliant telephone and line verifier.

6. Emergency Light/Alarm Package in case of cab light failure for any reason.

Bay Harbor Islands

S/N 65879,65880 Bldg # Car #

SO# 2002880

SO# 2002880

7. Fire Service Panel.
8. Selector System and Loom Wire.
9. Alteration Code Data Plate.
10. Code-Compliant Signs.
11. Fire Tabs.
12. Toe Guard.
13. Elevator Permit and Inspection Fees.

B) Pumping Units, Submersible Hydraulic. Includes: A Pump, Valve, Motor, Reservoir and filter or replace the oil as necessary.

C) Door Equipment Packages IAW ASME A17.1-2007 8.6.4.13 Cab Equipment Package.

1. DOVER Door Operator, Cartop mounting.
 2. New clutch and relating hardware on car door.
 3. Zone lock for modern code compliance included.
 4. Hanger Roller Assemblies
 5. Gate Switch.
 6. Cab Track.

2) Hall Door related equipment on each floor, including:

1. Hall Door Hanger Roller Assemblies.
2. Hall Door Pickup roller Assemblies.
3. Interlock Assemblies.
4. Reel Closers.
5. Hall Door Tracks.
6. Hoistway Fire Tabs and Gibbs.

3) Proximity Edge Door Protection Device (Infrared), As required by the Americans With Disabilities Act (Federal Statute), Florida Building Code, and ANSI A17.1, as adapted by Florida Statute 399.

Other Trades work is not included. See "Work Not Included" below for work required by other trades.

WORK NOT INCLUDED:

The following is a list of common elevator inspection deficiencies which are the responsibility of the building owner/contractor. This list must be completed prior to scheduling an acceptance inspection.

Bay Harbor Islands

S/N 65879,65880 Bldg # Car #

SO# 2002880

SO# 2002880

These items are things that need to be done by tradesmen other than your elevator modernization company, who are licensed and insured to perform "elevator specific" work and are not allowed or necessarily qualified to do the work listed below.

GFCI duplex outlets in the machine room and pit.

You may have a sump pump in the pit, but you must prove to the inspector that it does not empty into the sewer or storm system. Output must be segregated to a holding tank or approved oil separation system.

The alternative is a portable pump so that the pit draining will be supervised. The sump is allowed. Separate outlet for sump pump in pit. Not GFI.

Install proper pit lighting. Two vapor proof fixtures are required.

Remove all foreign pipes, wiring, materials, etc. from the machine room. Only elevator related equipment is allowed in this room. This includes anything which would invite non-elevator people to enter this room for any reason. Even something as innocuous as a hallway light switch is not allowed.

Insure that the room fire rating is secure. Inspector may not allow drop ceilings or other means of "hiding" pipes, wiring, etc. if they compromise the fire rating of the room.

120 VAC Cab Light disconnect adjacent to Main Line Disconnect on the opening side of the machine room door is required.

Main Line Disconnect shall have a means to be locked in the "OFF" position and cannot be opened while in the "ON" position. Dual element slow blow fuses and rejection clips are required. Disconnect must have auxiliary contact to disconnect emergency rescue device, if provided.

Install smoke and heat rise sensors per code. Supervisory panel may not be located in the machine room. Contractor to provide dry contact closure from all three zones inside or immediately adjacent to elevator controller can. Wires from the supervisory panel to the control can are not acceptable.

Currently, each elevator lobby must have an automatic means of fire detection regardless of ambient conditions, in most jurisdictions. Have your alarm company speak with us before he bids the job.

Sprinkled hoistways and machine rooms require a shunt trip disconnect in the meter room and heat rise sensors within 24 inches of sprinkler heads. A smoke sensor at the top of the hoistway is also required when sprinkled.

Bay Harbor Islands

S/N 65879,65880 Bldg # Car #

SO# 2002880

SO# 2002880

Provide proper clear safe access to the machine room.

Remove all foreign material from the machine room. Find another place for it. It cannot ever be in this room. This includes anything non-elevator.

Install dedicated telephone line for Elevator Emergency Telephone service in the car or be ready to demonstrate line capture to the inspector when he asks.

The machine room door must close and lock by itself. Hold the door open about half way and release it. If it doesn't close and lock without touching it again, it will fail this inspection. The lock cannot be of the type which can be set to unlock. The door must be able to be opened freely from the inside.

In the event hall stations and/or any other equipment needs to be moved or relocated due to codes or replaced for any reason, we will leave these items in a "rough" finish condition. We do not do finish work for dry wall, concrete, tile, paint or any other finishing material. The building is solely responsible for finishing these items.

PRICES AND TERMS OF PAYMENT:

Price: We propose to furnish and install the equipment listed herein for the sum of

One hundred sixteen thousand and five hundred dollars (\$116,500.).

Terms:

1. 50% due upon signature. 2. 25% due upon start of job. 3. Remaining balance due upon completion.

DISCOVERED DAMAGES:

Damage discovered during the implementation of this proposal is not included in this proposal. There may well be items that need to be repaired or replaced that we simply cannot identify before we begin the project. You will be notified immediately if this should occur, and a separate proposal will be submitted for your consideration at that time.

ACCEPTANCE:

This proposal when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Bay Harbor Islands

S/N 65879,65880 Bldg # Car #

SO# 2002880

SO# 2002880

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its owners, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, consequential and special damages, as well as attorneys' fees, arising out of or resulting from the performance of the work defined in the Contract.

Elevator Service, Repair & Mod.
Offer Representative

Bay Harbor Islands
Acceptance

Elevator Service, Repair & Mod.
Acceptance

Signature

Signature

Signature

Print / Type Name

Print / Type Name

Print / Type Name

Date of Offer

Date of Acceptance

Date of Acceptance

This proposal is void after ninety (90) days.

We respectfully request right of last refusal (let us match or beat competitor's price).

THREE SEASONS ASSOCIATION NO. 1, INC.

16450 Miami Drive

North Miami Beach, FL 33162

July 27, 15

To Whom It May Concern:

I write this letter in recommendation of Frank Coelho of Elevator Service, Repair & Modernization, Inc. This company currently provides our elevator service and maintenance. Recently, I had the pleasure of finally meeting Frank and working with him on our new elevator installation (including hydraulics).

Throughout the course of the renovation, Mr. Coelho was a consummate professional. He met with the members of our Board of Directors and explained in great detail what was required for our project. He was accurate in his initial assessment of the scale and cost of our project and we even recommended his company to our neighbors, Three Seasons #2 who hired them to replace their hydraulics as well.

I can recommend him highly and without reservation.

Sincerely,

Marilyn Anderson, President

Three Seasons Association #1, Inc.

Douglas Armstrong

From: Donna Labombarda <DLabombarda@campbellproperty.com>
Sent: Tuesday, July 28, 2015 10:29 AM
To: Douglas Armstrong
Subject: RE: Elevator Service, Repair, and Modernization, Inc.

Hi Douglas,

I have had no problems with the company. They are responsive to my calls and are pretty quick to address any issue we may have on the property. We do have a service agreement in place with them. They have been servicing the elevators on this property and on Inc.1 which I used to manage for many years now. If you decide to go with them, I believe you would be happy with their performance.

Donna Labombarda, LCAM
Property Manager
Office: 954-739-1600 Fax: 954-739-1604



From: Douglas Armstrong [<mailto:darmstrong@bayharborislands.net>]
Sent: Monday, July 27, 2015 11:27 AM
To: Donna Labombarda
Subject: Elevator Service, Repair, and Modernization, Inc.

July 27, 2015

TO: Donna Lombardy
FROM: Douglas Armstrong, APWD Bay Harbor Islands, FL
SUBJ: Reference: Elevator Service, Repair, and Modernization, Inc.

Dear Ms. Lombardy,

We are currently bidding for services to modernize our elevators, and you, as a customer, were mentioned as a reference for Elevator Service, Repair, and Modernization, Inc. If you could, please take some time to comment on their service, specifically, what type of work they performed; if you have a service agreement with them, and, if so, how is their service. Please include any other comments about them you wish for us to know.

I know that you are very busy, but please take a few seconds to give us your opinion. It would be of tremendous assistance to us.

Thanks,

Douglas Armstrong

From: Barry Wulwick <bwulwick@ymprealestate.com>
Sent: Monday, July 27, 2015 5:11 PM
To: Douglas Armstrong
Subject: Re: Elevator Service, Repair, and Modernization, Inc.

Their service is great. As soon as we call, a proposal is in my inbox by the next morning. They have modernized 2 of our elevators so far. When they fix something, We rarely ever have to call back because it's broken again. We have 3 different elevator companies that we deal since we are in 2 States. Their company is the most pleasant to deal with by far.

If you have any other questions, let me know.

On Mon, Jul 27, 2015 at 11:38 AM, Douglas Armstrong <darmstrong@bayharborislands.net> wrote:

July 27, 2015

TO: Barry Wulwick

FROM: Douglas Armstrong, APWD Bay Harbor Islands, FL

SUBJ: Reference: Elevator Service, Repair, and Modernization, Inc.

Dear Mr. Wulwick,

We are currently bidding for services to modernize our elevators, and you, as a customer, were mentioned as a reference for Elevator Service, Repair, and Modernization, Inc. If you could, please take some time to comment on their service, specifically, what type of work they performed; if you have a service agreement with them, and, if so, how is their service? Please include any other comments about them you wish for us to know.

I know that you are very busy, but please take a few seconds to give us your opinion. It would be of tremendous assistance to us.

Thanks,

Douglas Armstrong

From: Moxey, Ryan <Ryan.Moxey@thyssenkrupp.com>
Sent: Monday, June 01, 2015 4:26 PM
To: Douglas Armstrong
Cc: Randy Daniel; Teramo, Cory
Subject: RE: Elevator Controller

Follow Up Flag: Follow up
Flag Status: Completed

Gentlemen,

Please find below an outline and rough budget price of the project to upgrade the elevator equipment and move the machine room location. These are rough prices as we all understand that this is a large project. Please let Cory or I know if you have any questions. This is a full turnkey budget price excluding fire alarm work needed to satisfy new code.

Price per Elevator: \$130K

Total Project (approx.): \$260K

Scope of work includes:

- New elevator controller
- New elevator pumping unit
- New hoist way doors
- New cab doors
- New hoist way door equipment
- New cab door equipment
- New elevator cab interior
- Cutting/coring/installation of new overheard oil lines from new machine room location to hoist way
- Electrical work included

Excluded:

- Fire alarm/fire service work that would be required to satisfy new code

Best Regards,

Ryan Moxey
Account Manager, Miami Branch
East Region

ThyssenKrupp Elevator Americas
7481 NW 66th Street
Miami, FL 33166

Direct: (786) 336-5248 Mobile: (305) 613-7529
Fax: (866) 248-8924
Ryan.Moxey@thyssenkrupp.com

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **second** reading amending the Town Code Section 19-25 to prohibit the parking of trailers, boats, recreations vehicles, mobile homes, and stretched-out vehicles within the Town unless fully enclosed in a garage or other permanent structure. Enclosed find the proposed ordinance.

DESCRIPTION:

The ordinance was approved on first reading at the June meeting.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Ordinance	2015.06.09 Moble Home Ordinance-Final.docx
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ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES ENTITLED TRAFFIC; AND SPECIFICALLY AMENDING SECTION 19-25 ENTITLED PARKING OF TRAILERS, MOBILE HOMES AND STRETCHED-OUT VEHICLES, TO INCLUDE BOATS AND RECREATIONAL VEHICLES; AND PROHIBITING TRAILERS, MOBILE HOMES, RECREATIONAL VEHICLES, BOATS, OR STRETCHED-OUT VEHICLES FROM BEING PARKED WITHIN THE TOWN WITHOUT BEING FULLY ENCLOSED IN A GARAGE OR OTHER PERMANENT STRUCTURE; AND PROVIDING CERTAIN EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has observed the condition of the private property where trailers, mobile homes, boats, and stretched-out vehicles are parked within the Town; and

WHEREAS, these trailers, mobile homes, boats, and stretched-out vehicles are a blight, eyesore, or nuisance to the Town; and

WHEREAS, the Town Council, based upon the foregoing, wishes to prohibit the parking and storage of trailers, mobile homes, boats, and stretched-out vehicles within the Town, unless enclosed in a garage or other structure; or being used for construction work and parked on a construction site;

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

Section 1:

That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to amend Section 19-25 entitled Parking of trailers, mobile homes and stretched-out vehicles, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

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 one hundred and eighty (180) days from passage by the Town Council on second reading.

PASSED on First Reading this _____ day of _____ 2015.

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

JORDAN LEONARD
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG B. SHERMAN, ESQ.
Town Attorney

EXHIBIT A

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

CHAPTER 19

TRAFFIC

Article II. Parking.

Sec. 19-25. Parking of trailers, mobile homes, boats, and stretched-out vehicles.

It shall be unlawful to park a trailer, mobile home, boat, recreational vehicles, or stretched-out vehicle within the ~~the~~ Town except that:

- (a) A trailer, ~~or a~~ mobile home, boat, recreational vehicle, or a stretched-out vehicle may be parked on private property, where:
 - (1) ~~The trailer together with any cargo affixed thereto, mobile home or stretched-out vehicle does not exceed ten feet in height from the ground and does not exceed 30 feet in length, and~~ The trailer, mobile home, boat, recreational vehicle, or stretched-out vehicle is fully enclosed in a garage or other permanent structure; or
 - (2) ~~The trailer, mobile home or stretched-out vehicle is not visible from adjoining property or the centerline of the adjacent street.~~ The trailer, mobile home, boat, recreational vehicle, or stretched-out vehicle is being used for construction work in the Town and is parked on a construction site in accordance with §19-24 of the Town's Code of Ordinances.
- (b) A stretched-out vehicle, recreational vehicle, or a trailer may be parked in an off-street parking facility in a place or places assigned to it by ~~a police officer~~ the Town Manager subject to the payment of applicable parking fees.

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a Transfer of Development Rights (TDR) application requesting to purchase two (2) units from the Town TDR's Bank for construction of a previously approved project to be located at 9290 W. Bay Harbor Drive. Enclosed is a copy of the application, site plans and supporting documents.

DESCRIPTION:

An application for Transfer of Development Rights (TDR) was received and processed for the purchase of two (2) TDR's units from the Town bank.

The Applicant : Global Reach Investments, LLC

The receiving site: 9290 W. Bay Harbor Drive.

On May 6th, 2014, The Planning & Zoning Board approved the construction of a 11 unit multi-family development. The applicant is requesting the Town Council approval to purchase two (2) TDR's unit from the Town for a total of \$95,000. Pursuant to Resolution No. 2006 adopted April 2014, the Town Council has the discretion to sell 100% of the required TDRs for properties needing 5 or less units.

Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council approval and recommendations.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application - 9290 WBHD	TDR-1.pdf
2.	Staff Report - TDR 2 - Town - 9290 WBHD	TDR Request - 2 Town - 9290 WBHD.pdf
3.	Site Plans	9290WBHDrsitePlan.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>7/15/15</u>	TDR UNIT COST: \$ <u>47,500</u>
TDR UNITS REQUESTED <u>2</u>	PROJECT TOTAL UNITS <u>11</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>GLOBAL REACH INVESTMENTS, LLC</u>		
Phone <u>(305) 674-0023</u>	e-mail <u>CHRIS@LANGEN.ORG</u>	Fax <u>(305) 674-0022</u>
Address <u>115 E. PALM MIDWAY</u>		
City and State <u>MIAMI BEACH, FL</u>		Zip Code <u>33139</u>
Relationship to Property: <u>FEE SIMPLE OWNER</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>GLOBAL REACH INVESTMENTS, LLC</u>		
Phone <u>(305) 674-0023</u>	e-mail <u>CHRIS@LANGEN.ORG</u>	Fax <u>(305) 674-0022</u>
Address <u>115 E. PALM MIDWAY</u>		
City and State <u>MIAMI BEACH, FL</u>		Zip Code <u>33139</u>
Property Address/Location <u>9290 W BAY HARBOR DR</u>		
Legal Description: LOT(S) <u>16</u> BLOCK <u>2</u>		
Folio Number <u>13-22-27-001-0360</u>	Current Zoning	
Property size <u>11,250 AFT</u>	Purchase date <u>11/18/2013</u>	
Existing use of the property <u>VACANT LAND</u>		
Describe Existing Structure on Property <u>NONE</u>		
Dwelling units to be received <u>2</u>		
Total Dwelling units including TDR <u>11</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 5/6/2014

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 <u>Town of Bay Harbor Islands</u>		
Phone ()	e-mail	Fax ()
Address <u>9665 Bay Harbor Terrace</u>		
City and State <u>Bay Harbor Islands, Fl.</u>		Zip Code <u>33154</u>
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 ALVAREZ, AIGUESVIVES + ASSOCIATES, INC		
Address 5701 SW 107 AVE #204, MIAMI, FL 33173		
Phone (305) 385-0385	e-mail FASTSURVEYS@AOL.COM	Fax (305) 385-0623

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.

- N/A** ☒ 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)

7/10/15
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of JULY, 2015,
by CHRISTOPHER LANGEN on behalf of
GLOBAL REACH INVESTMENTS LLC, a Florida (corporation) (partnership) (Other:
Florida Drivers License.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires: 9-25-2018



IGNACIO MENEJIAS
MY COMMISSION # FF 163412
EXPIRES: September 25, 2018
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Print Name: Ignacio Menejias

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: _____

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 July, 2015 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and GLOBAL REACH INVESTMENTS, LLC, a Florida limited liability company, (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 two (2) 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 Vista at Bay Harbor 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, two (2) TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$47,500.00, per TDR -- for a total purchase price of \$95,000.00 (the "Purchase Price") for the

TDRs at “Closing” (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Default.

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

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

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

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

Notices to Buyer shall be sent to Global Reach Investments, LLC Attn: Christopher Langen, Manager Phone No. (305) 674-0023, email address chris@langen.org; together with a copy to email address: gabriel@artandtech.net.

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

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

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

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

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

15. Miscellaneous.

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

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

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

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

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

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

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

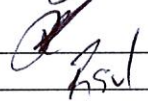
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

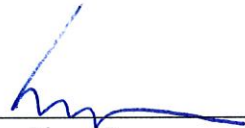
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:

BUYER:


Print Name: Ignacio Mejia


Print Name: Paul Chongilly

By: 
Sign Name

CHRISTOPHER LANGEN
Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT "A"

The Legal Description of the Property

Bay Harbor island 7B 46-5

LOT 16 BLK 2

LOT SIZE 75,000 x 150

OR 19035-2423 03 2000 S

RESOLUTION NO. 2010

**A RESOLUTION OF THE PLANNING AND ZONING
BOARD OF THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, APPROVING THE SITE DEVELOPMENT
PLAN APPLICATION FOR THE 9290 CONDOMINIUM
PROJECT.**

WHEREAS, on March 5, 2014, Global Reach Investments, LLC, (hereinafter the "Applicant"), filed an initial application for site plan approval. On April 24, 2014, Applicant submitted a revised site plan for a fourteen (14) unit condominium building, consisting of one (1) story of underground parking and seven (7) stories of habitable units thereupon located at 9290 West Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lot 16 of Block 2, "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 "Site Plan" or "Project"); 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 May 6, 2014, the Town's Planning and Zoning Board approved the Site Plan, 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 is consistent with the criteria set forth in Section 5-23.1(a) of the Code and approves the Site Plan dated April 21, 2014, 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 April 21, 2014. 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 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 Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.
- C. The Project is required to obtain five (5) TDR dwelling units prior to the issuance of a building permit; and the five (5) TDRs must be approved by the Town Council. If the number of required TDRs are not approved by the Town Council, the instant Site Plan approval shall be deemed null and void and the Project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews the 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 Project shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by Florida Power & Light ("FPL") prior to the issuance of a certificate of occupancy, Applicant shall to pay the Town the cost to underground the power lines and the Town shall hold such monies in trust and use such monies to underground the power lines once FPL approves the undergrounding of the power lines.
- G. The swimming pool safety railing shall be relocated to a location that is no less than five (5) feet from the edge of building's facade (parapet wall).
- H. The Project shall have valet parking as a result of the car lifts and car elevators selected by Applicant. Valet parking shall be provided twenty-four (24) hours per day. This valet parking requirement shall be a condition of this Site Plan approval and the Project's Certificate of Occupancy.

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 6th day of May, 2014.

**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: _____


Chair Person

ATTEST:


Town Clerk

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: LANGEN & LANGEN, P.A.
Date: 7/15/2015 Time: 1:43 PM
Receipt Number: MAIN / 89336
Clerk: scherrie

9290 W. BAY HARBOR DRIVE

ITEM	REFERENCE	AMOUNT
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MISC	TDR FEE	500.00
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Total:	500.00
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Check	12762	500.00
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Change:	0.00
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LANGEN & LANGEN, P.A.		63-965	901	12762
TRUST ACCOUNT		680		
P.O. BOX 398570 305-674-0023				
MIAMI BEACH, FL 33239-8570				
		DATE	7/10/15	
PAY TO THE ORDER OF	Town of Bay Harbor Islands		\$ 500 ⁰⁰ / ₁₀₀	
	Five hundred ⁰⁰ / ₁₀₀		DOLLARS	
THE NORTHERN TRUST COMPANY				
 Northern Trust				
MEMO _____				
MP				
⑆066009650⑆ 1010024312⑈ 12762				

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

To: Marlene Siegel - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson - Town Manager
Craig Sherman, Esq. / Frank Simone, Esq. - Town Attorneys

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

Date: July 15th, 2015

Subject: 9290 W. Bay Harbor Drive - 11 DU Multifamily Residential Development
9290 W. Bay Harbor Drive / Lot 16 of Block 2
Public TDR Request from Town-Owned Pool
Bay Harbor Islands Acct. No. MB2015-172
MMPA Acct. No. 01-0702-0985

ISSUE

In mid-2014 the Town reviewed / processed / approved a Site Development Plan for the above referenced land re-development project. The Planning and Zoning Board approved the Site Development Plan on May 6th, 2014. This single-lot development included fourteen (14) DU on the approved plans, which required the developer to obtain five (5) TDR units. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not yet commenced. The most recent Building Permit plans show an intent to only build eleven (11) DU as some of the units are being combined. The subject site is entitled to 9 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 2 DU via the Town's TDR system to proceed with the development. The developer is seeking to acquire the 2 TDR units from the Town (public).

RECOMMENDED ACTION / OPTIONS

Review the contents of this staff report and, if the Town Council likes the redevelopment project, favorably consider the applicant's request to acquire two (2) 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 whole or in part. In this instance the applicant will need to acquire the 2 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 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 on a typical 75' x 150' site, 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 establish 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 (can exceed 80 DUA).

In the earlier years of the Town's TDR program 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 and \$45,000 for non-waterfront sites, which was based on actual 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 an increase in development activity the Town requested the appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since.

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 May 2015 the Town received an updated appraisal recommending the prices remain at the current values.

In the last 3 years+/- there have been several Town-owned TDR allocations approved by the Town Council. As of 07/15/15 the Town has contracted to sell 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. Of the 132 waterfront TDR units, 63 were sold for \$20,000 each between November 2011 and February 2013. The remaining waterfront TDR units under contract sold for \$30,000 each in March 2013. 24 of the non-waterfront TDR units under contract sold for \$15,000 each in February 2013, 34 non-waterfront TDR units under contract sold for \$35,000 each between October and November 2013, 5 non-waterfront TDR units under contract sold for \$37,500 each in May 2014 and the remaining 6 non-waterfront TDR units under contract sold for \$40,000 each in September 2014. There have also been many "sales" of TDR units approved by the Town from private property owners. Our records reflect these private "sales" total 127 TDR units and 913 privately owned TDR units are available. Some have been approved by the Town but not closed as yet.

SUMMARY

The PZB approved the Site Development Plan on May 6th, 2014. This single-lot development included fourteen (14) DU on the approved plans, which required the developer to obtain five (5) TDR units. The Town recently received and is currently reviewing the Building Permit plans for this development. Initial construction has not yet commenced. The most recent Building Permit plans show an intent to only build eleven (11) DU as some of the units are being combined. The subject site is entitled to 9 DU via the 34 DUA base density; therefore, the developer is required to acquire an additional 2 DU via the Town's TDR system to proceed with the development. The developer is seeking to acquire the 2 TDR units from the Town (public).

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 waterfront sites set by the Town Council in September 2014. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire two (2) TDR units (or an alternate amount) 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 whole or in part. As the Town's number of "public" DU decreases the availability of DU for future development has caused the Town Council to limit the sale of Town TDR "pool" units as a last resort / 50% max. from the Town. If the Town denies the request for 2 Town-owned TDR units the applicant must acquire the additional TDR units from private property owners.

If the Town Council approves the request of allocating 2 TDR units at \$47,500 each, the total value would be \$95,000. MMPA records reveal there are 129 DU remaining Town-owned TDR units at this time. If the Town allocates 2 TDR units this would leave 127 TDR DU in the Town-owned pool.

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 indefinitely. 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 (6 months Town Code / various state Bills).

Town of Bay Harbor Islands
9290 W. Bay Harbor Drive - TDR Request (Public)
July 15th, 2015
Page 4

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.

BUILDING & SITE DATA:

LOT SIZE:	11,250 S.F.	100%
BASMENT FLOOR:		
PARKING:	7,467 S.F.	
TENANT STORAGE:	769 S.F.	
ELEV. /STAIRS / ELEV. LOBBY:	515 S.F.	
FIRST FLOOR:		
BUILDING FOOTPRINT:	4,466 S.F.	40%
TERRACES & breezeway:	1,026 S.F.	9%
WALKWAYS & DRIVEWAY:	2,268 S.F.	20%
LANDSCAPE/OPEN SPACE:	3,490 S.F.	31%
SECOND & THIRD FLOORS:		
UNIT A (3-BED):	2,503 S.F.	431 S.F.
UNIT B (3-BED):	2,550 S.F.	431 S.F.
COMMON AREA:	793 S.F.	
ELEV. / CORR. / TRASH / STAIRS / ELEV. LOBBY:		
FOURTH FLOOR:		
UNIT C (2-BED):	1,812 S.F.	285 S.F.
UNIT D (2-BED):	1,896 S.F.	285 S.F.
COMMON AREA:	722 S.F.	
ELEV. / CORR. / TRASH / STAIRS / STORAGE:		
FIFTH THRU EIGHT FLOORS:		
UNIT C (2-BED):	1,812 S.F.	285 S.F.
UNIT D (2-BED):	1,896 S.F.	285 S.F.
COMMON AREA:	722 S.F.	
ELEV. / CORR. / TRASH / STAIRS / STORAGE:		
ROOF DECK:		
POOL DECK:	1,300 S.F.	
POOL:	457 S.F.	
MECHANICAL ROOF:	443 S.F.	
PLANTERS:	986 S.F.	
COMMON AREA:	957 S.F.	
ELEV. / CORR. / TRASH / STAIRS / GENERATOR:		

LEGAL DESCRIPTION:

LOT 16, BLOCK 2, 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.

9290 WEST BAY HARBOR DRIVE, BAY HARBOR, FL 33154

UTILITY NOTES:

1. ALL UTILITY POLES AND OVERHEAD POWER LINES AT REAR OF PROPERTY SHALL BE PLACED UNDERGROUND AS PART OF THIS SCOPE OF WORK.

FENCE WALL MAINTENANCE AGREEMENT NOTE:
OWNER WILL OBTAIN A WRITTEN AGREEMENT FROM ALL ADJOINING OWNERS IN REGARDS TO MAINTENANCE OF ANY PROPOSED FENCE WALL, AS REQUIRED BY BAY HARBOR ISLANDS CITY CODE SECTION 23-12(22), TYP.

PARKING DATA:

PARKING REQUIRED: 2 SPACES / UNIT (14 X 2)	28
PARKING PROVIDED:	28
VISITOR/DROP OFF:	1
TOTAL PROVIDED:	29

* NOTE: FULLY VALET BUILDING - DROP-OFF/DELIVERIES AT FRONT NORTHEAST

ZONING DATA:

ZONING DISTRICT: RM-1 - "MEDIUM HIGH DENSITY RESIDENTIAL" WATERFRONT
COMPREHENSIVE PLAN PLUM DESIGNATION: MEDIUM HIGH DENSITY RESIDENTIAL: 6-34DU/ACRE
DENSITY: ALLOWED=(9 DU @ 34 DUA) - PROP.=14 DU @ 54 W/ 5 TDR (REQUESTED)
BUILDING HEIGHT ALLOWED: 75'-0"
BUILDING HEIGHT PROVIDED: 75'-0"
(8 STORY)
PERVIOUS AND IMPERVIOUS / OPEN SPACE (GROUND FLOOR)
REQUIRED (20% OF LOT AREA): 11,250 X .20= 2,250 S.F.
PROVIDED (31% OF LOT AREA): 11,250 X .31= 3,490 S.F.
OPEN / LANDSCAPE SPACE (ROOF DECK)
REQUIRED (15% OF ROOF DECK AREA): 1,300 X .15= 195 S.F.
PROVIDED (78% OF ROOF DECK AREA): 1,300 X .76= 986 S.F.
FINISH FLOOR ELEVATION NOTE:
ALL FLOOR ELEVATIONS ARE TAKEN ABOVE THE FLOOD ELEVATION WHICH IS SHOWN AS 0'-0" B.F.E. (+8'-0" NGVD)
FLOOD ZONE = AE - ELEV. +8'-0" NGVD

SETBACK CHART:

BASE		FLEX	
REQUIRED	PROVIDED	REQUIRED	PROVIDED
FRONT		SIDES	
LESS THAN 30' IN HT. = 20'-0"	LESS THAN 30' IN HT. = 20'-0"	ENCROACHMENT ALLOWED = 36'-8" @ 10' FROM PROPERTY LINE OR AT (BASE BLDG. SETBACK)	ENCROACHMENT PROVIDED = 36'-0" @ 10' FROM PROPERTY LINE OR AT (BASE BLDG. SETBACK)
LESS THAN 45' IN HT. = 25'-0"	LESS THAN 45' IN HT. = 30'-0"		
LESS THAN 75' IN HT. = 30'-0"	LESS THAN 75' IN HT. = 30'-0"		
* SEE FLEX-SETBACK			
REAR		FRONT	
WATERFRONT = 20'-0"	WATERFRONT = 20'-0"	ENCROACHMENT ALLOWED = 15'-10" 1/16" @ 20' FROM PROPERTY LINE OR AT (BASE BLDG. SETBACK)	ENCROACHMENT PROVIDED = 15'-10" @ 20' FROM PROPERTY LINE OR AT (BASE BLDG. SETBACK)
SIDES			
LESS THAN 30' IN HT. = 10'-0"	30 FT. IN HEIGHT = 10'-0"		
ABOVE 30' IN HT. = FOR EACH ADDL. 3' OF BLDG. HT. (1) ADDL. FOOT OF BLDG. SETBACK FOR THAT PORTION OF THE STRUCTURE ABOVE 30' IN HT.	ABOVE 30 FT. = 20'-0"		
SINGLE LOT MAX. = 20'	* SEE FLEX-SETBACK		
		NOTES:	
		1. ALLOWED BUILDING LENGTH = 110'-0" X 33% = 36'-8"	
		2. ALLOWED BUILDING WIDTH = 48'-0" X 33% = 15'-10 1/16"	



RENDERING

FRONT VIEW FROM W. BAY HARBOR DR.



RENDERING

REAR VIEW FROM INDIAN CREEK LAKE

DRAWING INDEX:

ARCHITECTURAL	
A-000	INDEX OF DWGS. / RENDERINGS / LOCATION MAP-LAND USE MAP / BUILDING DATA
A-001	CONTEXT PHOTOS
A-002	ARIAL VIEWS - NORTH, SOUTH, EAST & WEST
A-003	BALCONY STUDY RENDERINGS - WEST SIDE
A-100	SITE PLAN - LEVEL 1
A-101	FLOOR PLAN - LEVEL 0 (BASEMENT)
A-102	FLOOR PLAN - LEVEL 1
A-103	FLOOR PLAN - LEVEL 2
A-104	FLOOR PLAN - LEVEL 3
A-105	FLOOR PLAN - LEVEL 4
A-106	FLOOR PLAN - LEVELS 5-8
A-107	MAIN ROOF PLAN
A-108	HIGH ROOF PLAN
A-201	BUILDING ELEVATIONS - EAST (FRONT) & WEST (REAR)
A-202	BUILDING ELEVATIONS - NORTH (SIDE)
A-203	BUILDING ELEVATIONS - SOUTH (SIDE)
A-301	BUILDING SECTION - EAST/WEST
PH-101	PHOTOMETRIC PLAN

LANDSCAPE

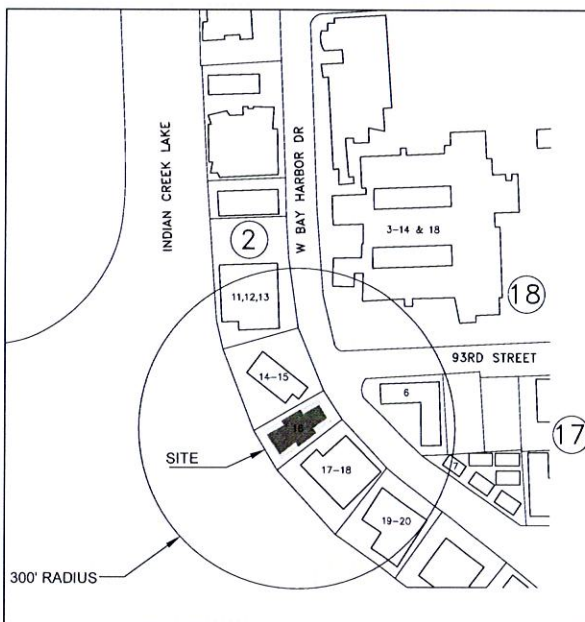
L-1	LANDSCAPE PLAN - GROUND LEVEL
L-2	LANDSCAPE PLAN - ROOF TERRACE
L-3	DETAILS, SPECIFICATIONS & NOTES.
TD-1	TREE DISPOSITION PLAN

CIVIL

C-1	LAYOUT PLAN & LOCATION MAP
C-2	PAVING, GRADING & DRAINAGE PLAN
C-3	WATER & SEWER PLAN
C-4	SITE AND DRAINAGE DETAILS
C-5	WATER & SEWER DETAILS

LAND USE MAP LEGEND:

BLOCK # 2	
LOTS #11, 12 & 13	EXISTING (4) STORY MULTI-FAMILY APARTMENTS
LOTS #14 & 15	EXISTING (7) STORY MULTI-FAMILY APARTMENTS
LOT #16 (SITE)	PROPOSED (8) STORY MULTI-FAMILY - (14) UNITS
LOTS #17 & 18	EXISTING (5) STORY MULTI-FAMILY APARTMENTS
LOTS #17 & 18	EXISTING (7) STORY MULTI-FAMILY APARTMENTS
BLOCK # 17	
LOT #7	EXISTING (1) STORY MULTI-FAMILY APARTMENTS
LOT #8	EXISTING (2) STORY MULTI-FAMILY APARTMENTS
BLOCK # 18	
LOT #3-14 & 18	EXISTING (2) STORY SCHOOL - (RUTH K. BROAD K-8 CENTER)



LOCATION MAP & SITE ADJACENCIES ILLUSTRATION

SCALE: NTS

Alain R. Bartoli

Seal of Project Architect:

Alain R. Bartoli, AIA, LEED AP
AR92820

Consultants - Design Architect

MRA+A
ARCHITECTS, PLANNERS & ENGINEERS

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FAX: 770.345.1101
WWW.MRA+A.COM

Project Owner
GLOBAL REACH INVESTMENTS LLC
P.O. BOX 398570
MIAMI BEACH, FL 33239

9290 CONDOMINIUM
9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

Date Of Issue:
04/21/2014

Revisions:

Submittal Type
PLANNING & ZONING BOARD

Drawn By
ARB
Checked By
ARB

Scale
AS SHOWN
Job Number
1318
Sheet Number

A-000



9400



9370



9350



9300



9290



9270



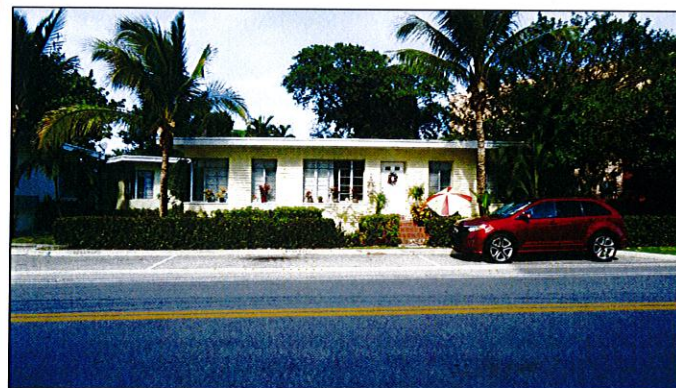
9250



9240

CONTEXT PHOTOS

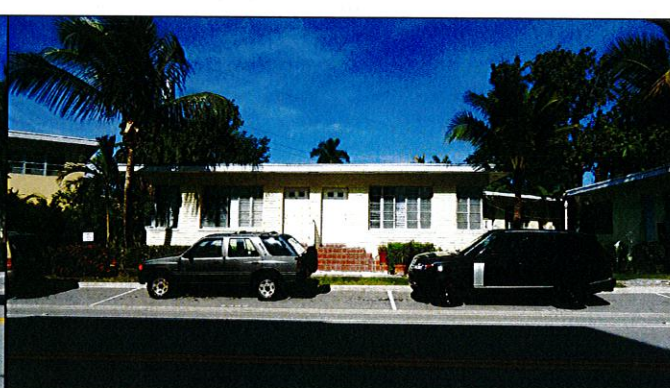
WEST SIDE OF BAY HARBOR DRIVE



9201



9241



9271



9291



RUTH K. BROAD BAY HARBOR K-8 CENTER

CONTEXT PHOTOS

EAST SIDE OF BAY HARBOR DRIVE

Alain R. Bartoli
Architect

Seal of Project Architect

4/17/14

Alain R. Bartoli, AIA, LEED AP
0092920

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BAY HARBOR ISLANDS, FL 33154

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A-001



1 ARIAL VIEW
A-002 NORTHEAST CORNER SCALE: NTS



2 ARIAL VIEW
A-002 SOUTHEAST CORNER SCALE: NTS



3 ARIAL VIEW
A-002 NORTHWEST CORNER SCALE: NTS



4 ARIAL VIEW
A-002 NORTHEAST CORNER SCALE: NTS

Alain R. Bartoli

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alain@bartoli.com

Seal of Project Architect

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Consultants - Design Architect

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ARCHITECTS MARK RABALA ALFARER & ASSOCIATES
ARCHITECTS

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Date Of Issue
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IHC
Checked By
ARB

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Sheet Number

A-002

1 CODE ALLOWED - MASSING
A-003 LARGER ENVELOPE - SHALLOW BALCONIES SCALE: NTS



2 PROPOSED - MASSING
A-003 SMALLER ENVELOPE - LARGER TERRACES SCALE: NTS



BALCONY STUDY

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alainbartoli@gmail.com

Seal of Project Architect

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Date Of Issue
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ZONING BOARD

Drawn By
IHC
Checked By
ARB

Scale
AS SHOWN
Job Number
1318
Sheet Number

A-003

A		B		C		D		E		F		G	
THE CONTRACTOR MUST CHECK A VERY ALL DIMENSIONS OF THE JOB AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE COMMENCEMENT OF WORK. THESE DIMENSIONS ARE NOT TO BE SCALE OR MEASURED WITH A SCALE DUE TO LIMITED ACCURACY. THESE DIMENSIONS AND/OR INSTRUMENTS OF SURVEY AND MAY NOT BE REPRODUCED WITHOUT SPECIFIC WRITTEN CONSENT OF THE ARCHITECT.													



LOT - 17
BLOCK-2

LOT - 16
BLOCK-2

A		B		C		D		E		F		G	
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Project Owner
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MIAMI BEACH, FL 33239

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Job Number:
1318
Sheet Number:
A-100

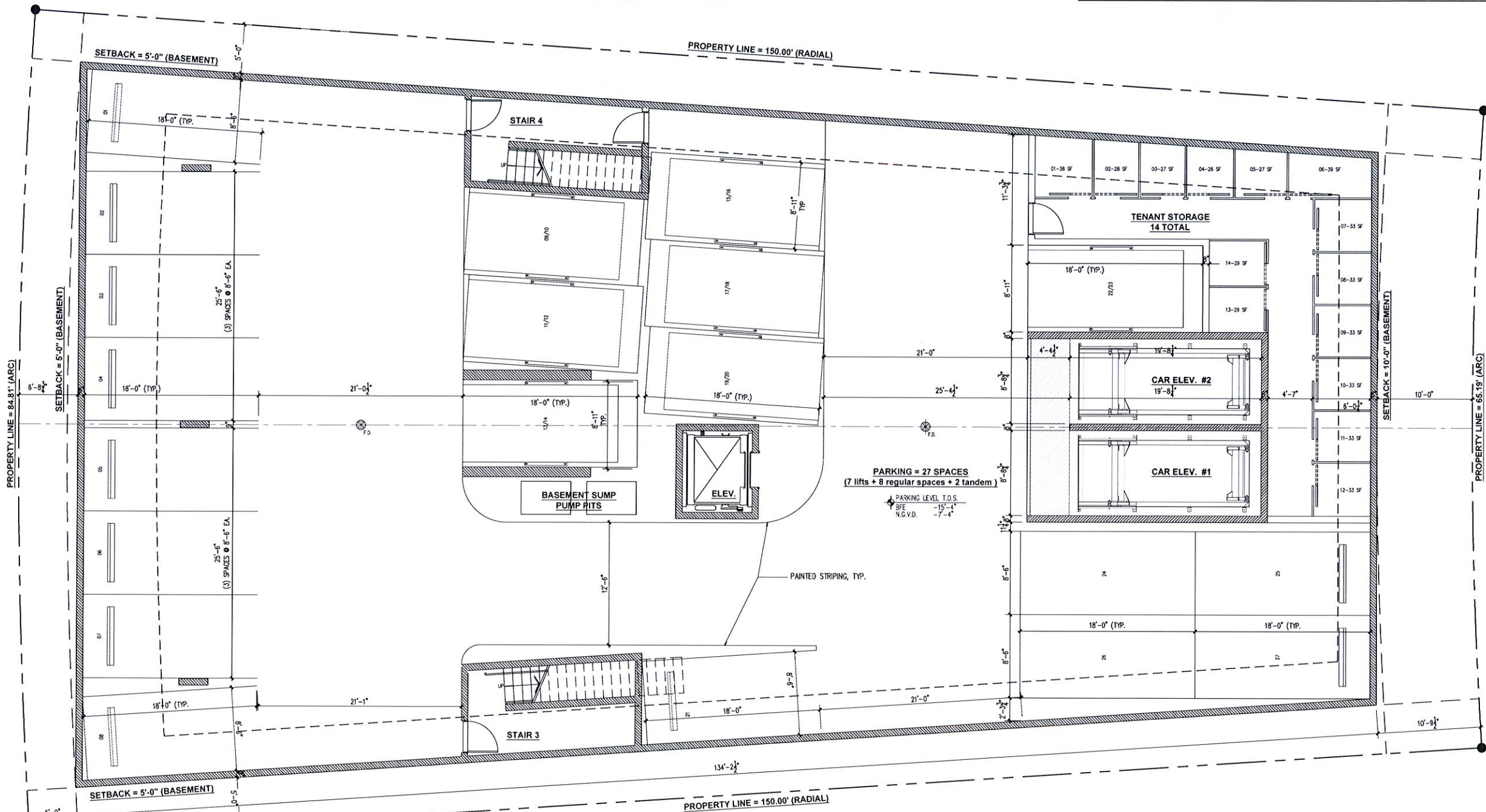
CAR LIFT

BASEMENT PARKING



CAR ELEVATORS

BASEMENT PARKING



Alain R. Bartoli

Seal of Project Architect

Alain R. Bartoli, AIA, LEED AP
#92820

Consultants - Design Architect

MRA+A
ARCHITECTS

Project Owner
GLOBAL REACH INVESTMENTS LLC
P.O. BOX 39870
MIAMI BEACH, FL 33239

9290 CONDOMINIUM
9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

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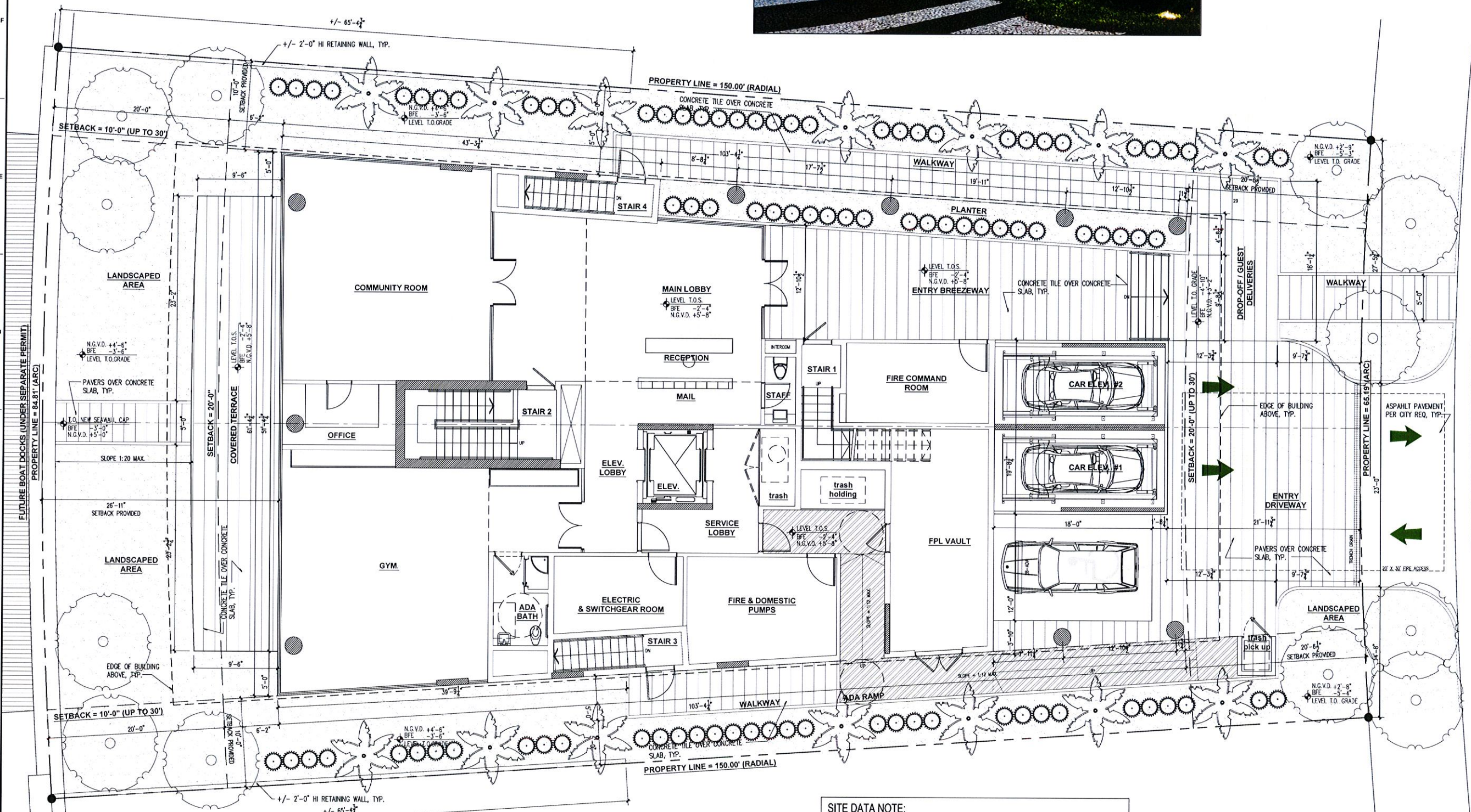
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Job Number
1318
Sheet Number

A-101

PAVER PATTERN CONCEPT

FRONT DRIVEWAY/MOTOR COURT



SITE DATA NOTE:
SEE SHEET A-000 FOR SITE DATA INCLUDING PERVIOUS/OPEN
SPACE CALCULATIONS

SITE PLAN
LEVEL 1
SCALE: 3/16" = 1'-0"

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9290 CONDOMINIUM
9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

Date of Issue
04/21/2014

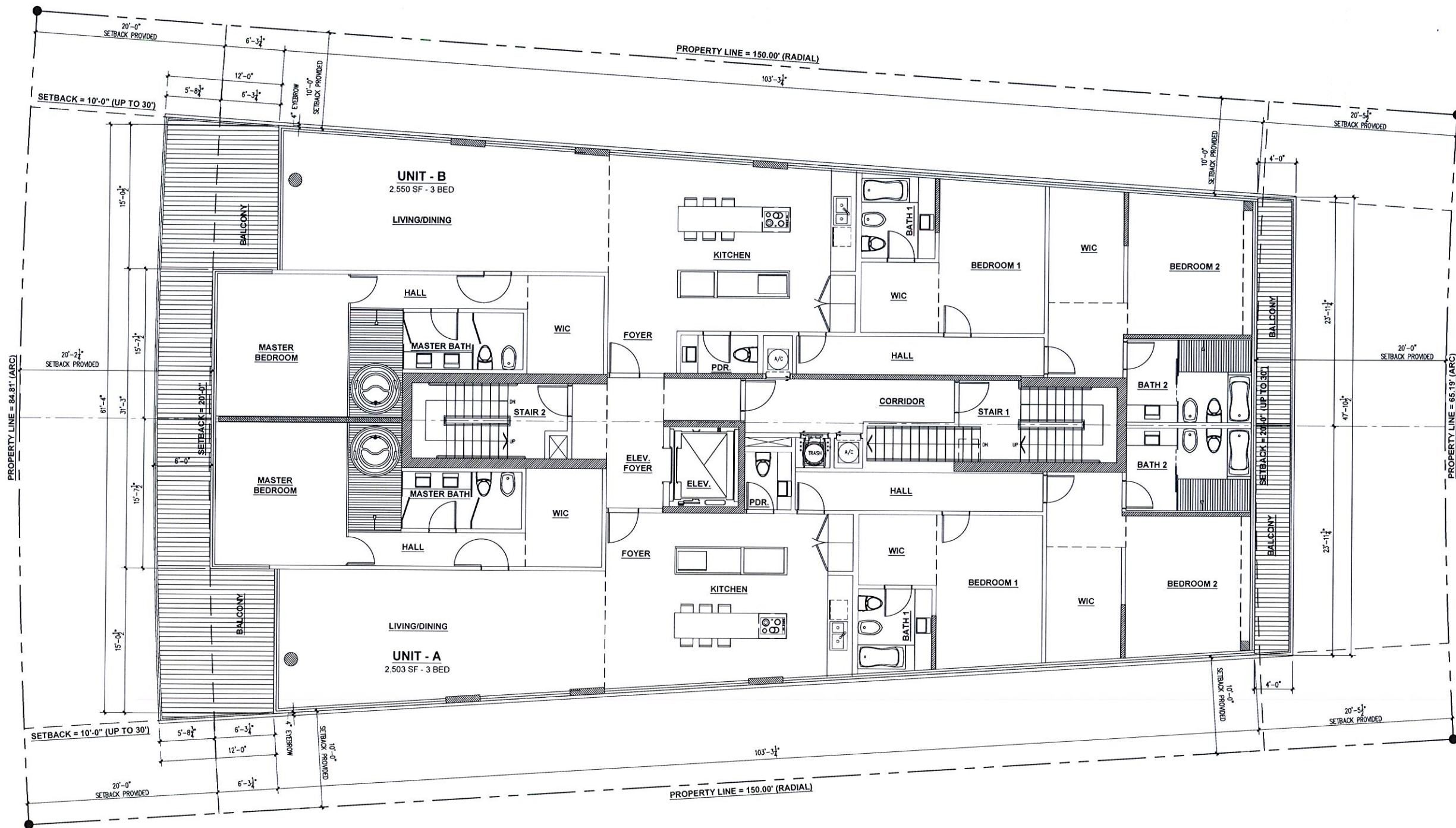
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IHC
Checked By
ARB

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1318
Sheet Number

A-102



FLOOR PLAN
LEVELS 2
SCALE: 3/16" = 1'-0"

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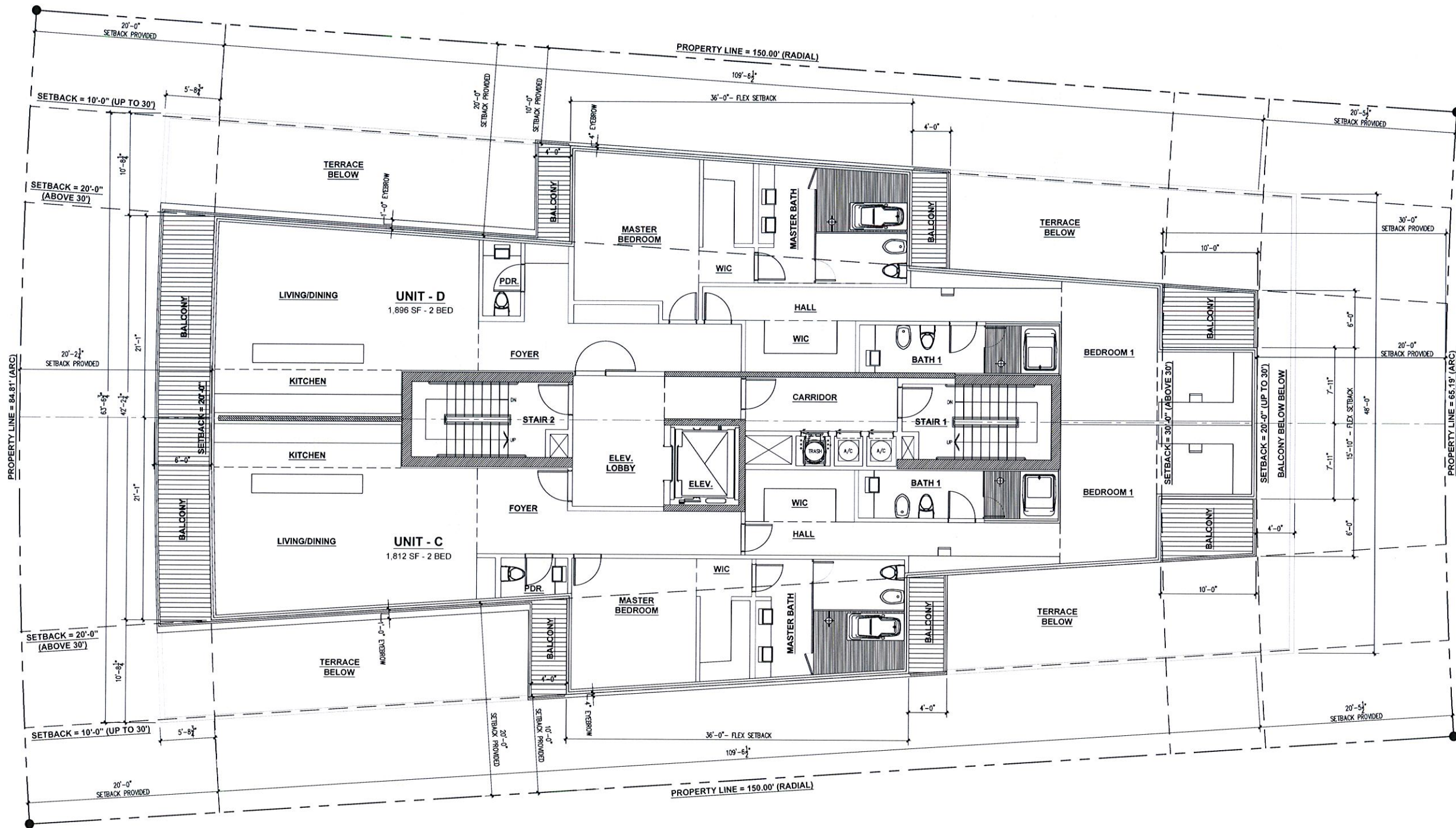
A-103



Sheet Number:
A-104



7A 100



FLOOR PLAN
LEVELS 5-8
SCALE: 3/16" = 1'-0"
1 5 10

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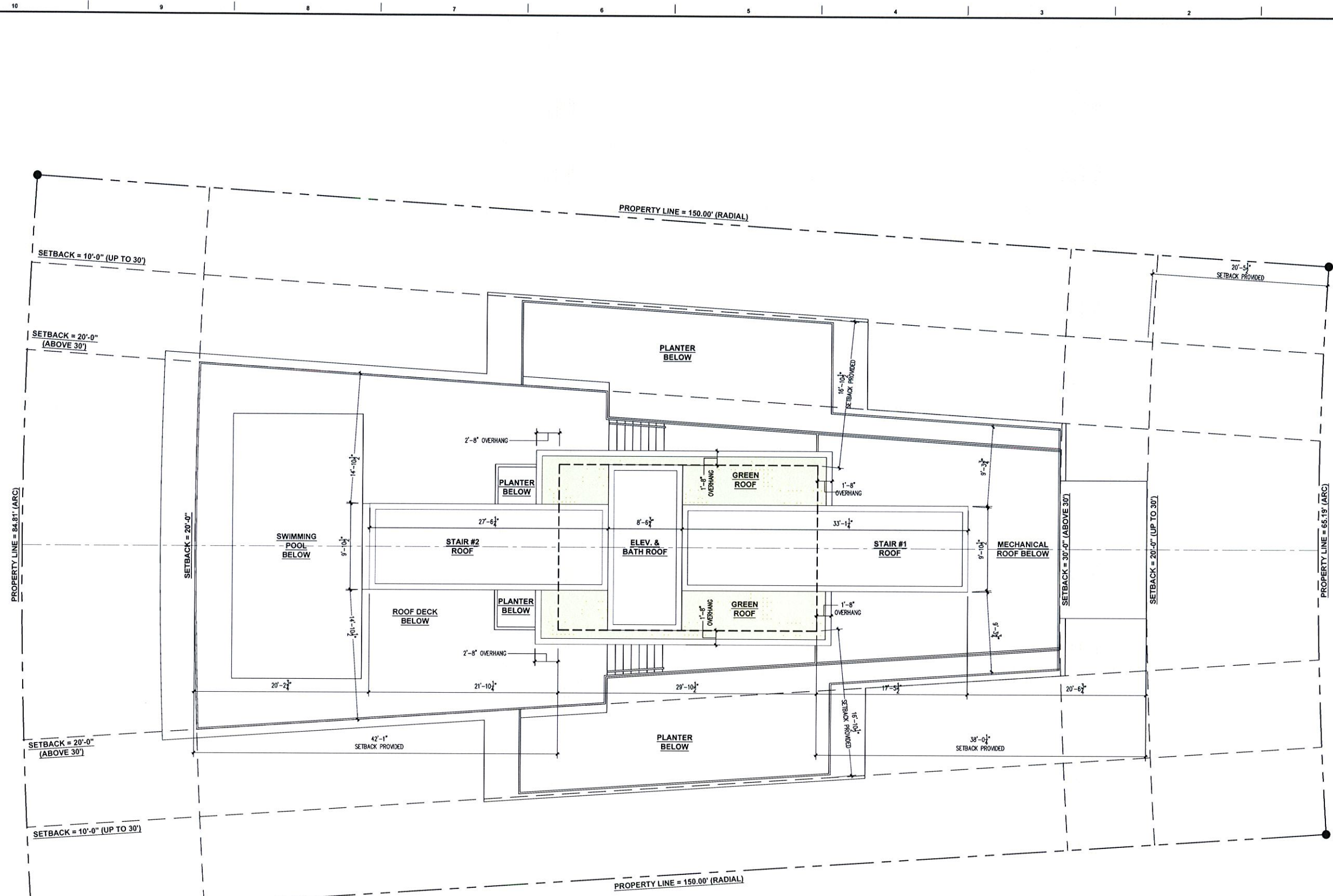
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Sheet Number

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 **FLOOR PLAN**
HIGH ROOF LEVEL
SCALE: 3/16" = 1'-0"
1 5 10

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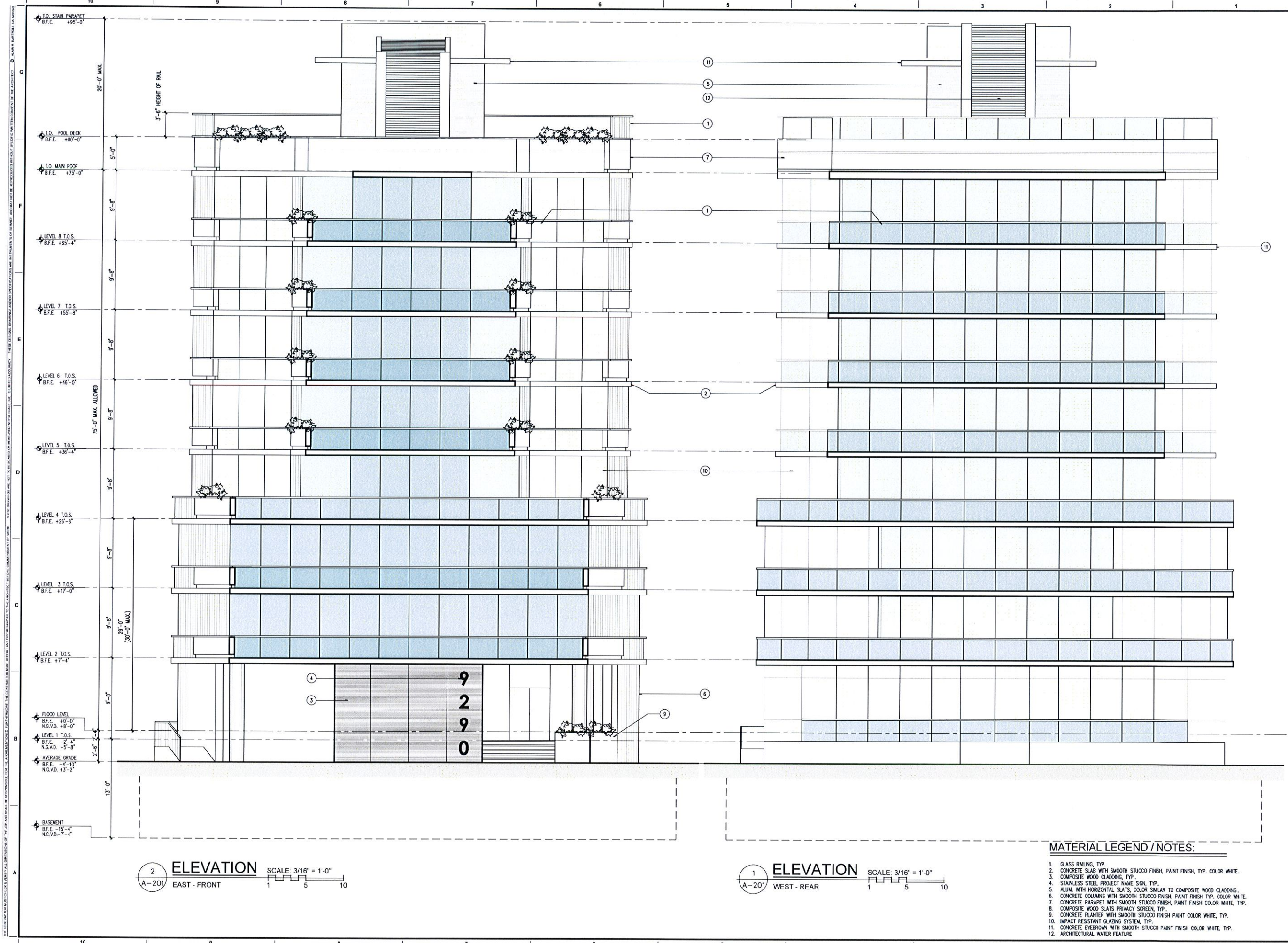
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Sheet Number
A-108



2 ELEVATION SCALE: 3/16" = 1'-0"
A-201 EAST - FRONT

1 ELEVATION SCALE: 3/16" = 1'-0"
A-201 WEST - REAR

MATERIAL LEGEND / NOTES:

1. GLASS RAILING, TYP.
2. CONCRETE SLAB WITH SMOOTH STUCCO FINISH, PAINT FINISH, TYP. COLOR WHITE.
3. COMPOSITE WOOD CLADDING, TYP.
4. STAINLESS STEEL PROJECT NAME SIGN, TYP.
5. ALUM. WITH HORIZONTAL SLATS, COLOR SIMILAR TO COMPOSITE WOOD CLADDING.
6. CONCRETE COLUMNS WITH SMOOTH STUCCO FINISH, PAINT FINISH TYP. COLOR WHITE.
7. CONCRETE PARAPET WITH SMOOTH STUCCO FINISH, PAINT FINISH COLOR WHITE, TYP.
8. COMPOSITE WOOD SLATS PRIVACY SCREEN, TYP.
9. CONCRETE PLANTER WITH SMOOTH STUCCO FINISH PAINT COLOR WHITE, TYP.
10. IMPACT RESISTANT GLAZING SYSTEM, TYP.
11. CONCRETE EYEBROW WITH SMOOTH STUCCO PAINT FINISH COLOR WHITE, TYP.
12. ARCHITECTURAL WATER FEATURE.

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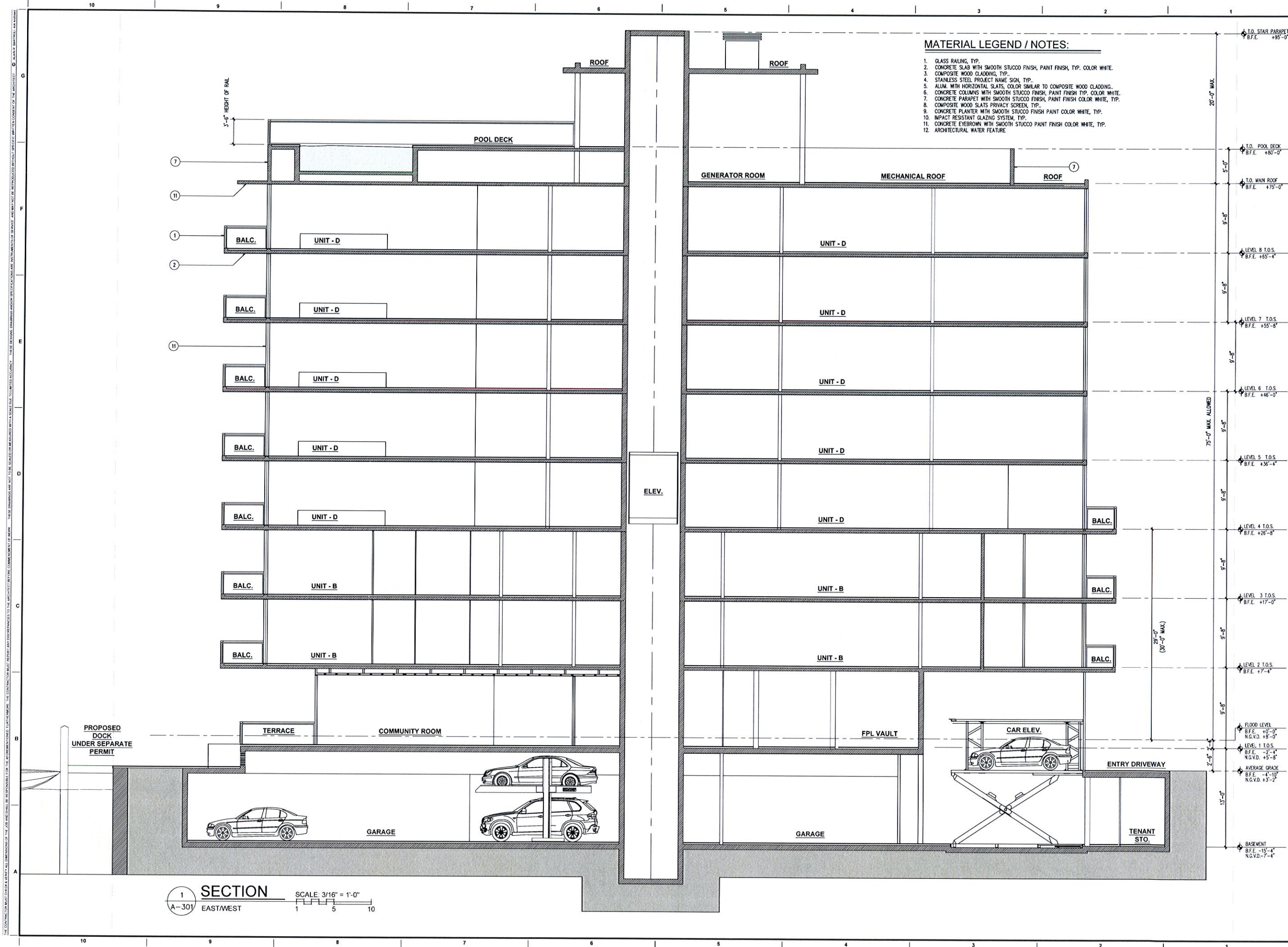
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Job Number
1318
Sheet Number
A-201



1. GLASS RAILING, TYP.
2. COMPOSITE SLAB WITH SMOOTH STUCCO FINISH, PAINT FINISH, TYP. COLOR WHITE.
3. COMPOSITE MOO CLADDING, TYP.
4. STAINLESS STEEL PROJECT NAME SIGN, TYP.
5. ALUM. WITH HORIZONTAL SLATS, COLOR SIMLAR TO COMPOSITE MOO CLADDING.
6. CONCRETE CORNS WITH SMOOTH STUCCO FINISH, PAINT FINISH TYP. COLOR WHITE.
7. CONCRETE PARAPET WITH SMOOTH STUCCO FINISH, PAINT FINISH COLOR WHITE, TYP.
8. COMPOSITE MOO SLATS PRIVACY SCREEN, TYP.
9. CONCRETE PLANTER WITH SMOOTH STUCCO FINISH PAINT COLOR WHITE, TYP.
10. IMPACT RESISTANT GLAZING SYSTEM, TYP.
11. CONCRETE EYEBROW WITH SMOOTH STUCCO PAINT FINISH COLOR WHITE, TYP.
12. ARCHITECTURAL WATER FEATURE

A-202



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 url: www.coquitlam.ca

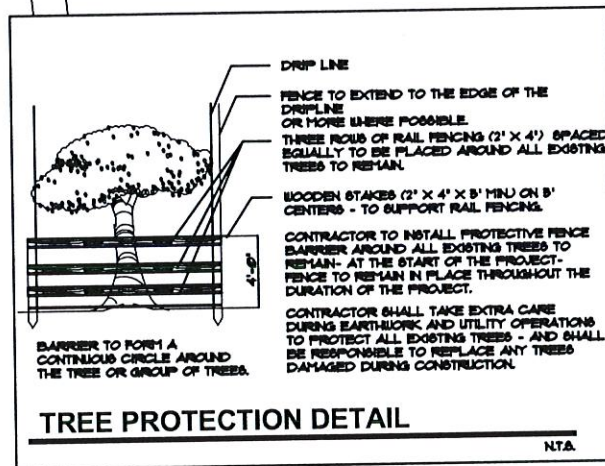
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9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

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Job Number:
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Sheet Number:
A-301

INDIAN CREEK LAKE

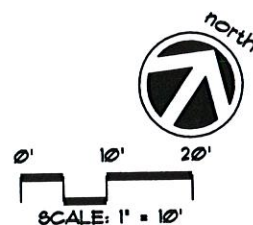
WEST BAY HARBOR DRIVE



NOTES:

- SEE SHEET L-1 FOR PROPOSED TREE AND PALM LOCATIONS.
- THE CONTRACTOR SHALL REMOVE ALL TREES AND HEDGES AS PER PLANS AND AS APPROVED BY THE LOCAL GOVERNING AGENCIES (MIAMI-DADE CO. DPER). TREE, PALM AND HEDGE MATERIAL SHALL INCLUDE ALL TRUNKS, STUMPS AND ROOTS. ALL EXCESS DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED SITE. ALL HOLES AND DEPRESSIONS SHALL BE BACKFILLED WITH CLEAN, APPROVED BACKFILL.
- LOCATIONS SHOWN FOR THE EXISTING TREES AND PALMS ARE APPROXIMATE. EXACT LOCATIONS ARE TO BE FIELD VERIFIED BY A REGISTERED LAND SURVEYOR (RLS) PRIOR TO ANY PAVING OR ANY OTHER SUCH WORK WHICH WILL BE IMPACTED BY ANY TREES OR PALMS TO REMAIN.
- ALL INVASIVE EXOTIC VEGETATION AND ANY ANY OTHER PLANTS LISTED AS CATEGORY I, ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF FLORIDA'S MOST INVASIVE SPECIES SHALL BE REMOVED FROM THE SITE AND MAINTENANCE SHALL GUARANTEE CONTROL OF RE-INVASION.
- EXISTING TREES SHALL BE TRIMMED BY AN ISA CERTIFIED ARBORIST TO CLEAN AND REMOVE ANY DEADWOOD AND LIFT AND THIN PER ACCEPTED ISA, NAA AND LOCAL GOVERNING CODES AND REGULATIONS PRIOR.

9290 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154										
TREE NUM	SYM	COMMON NAME	BOTANICAL NAME	HEIGHT/SPREAD	DBH inches	STATUS	CANOPY LOSS	CANOPY LOSS	SPECIMEN MITIGATION	REMARKS
1	CU	SEAGRAPH	Coccoloba uvifera	15 20	mult	REMOVE	314	314		PROHIBITED SPECIES-MUST REMOVE
2	BA	ISCHERFLERA	Schefflera actinophylla	22 20	mult	REMOVE	314	314		
3	THR	THATCH PALM	Thrinax radiata	10 8	6	REMOVE	50	50		
4	MI	MANGO	Mangifera indica	8 10	4	REMOVE	75	75		PROHIBITED SPECIES-MUST REMOVE
5	BA	ISCHERFLERA	Schefflera actinophylla	18 10	6	REMOVE	75	75		
6	CU	SEAGRAPH	Coccoloba uvifera	15 20	mult	REMOVE	314	314		
7	FA	STRANGLER FIG	Ficus aurea	20 25	32	REMAIN	491			
TOTALS							1,641	1,150	0	
CALCULATIONS ARE APPROXIMATE PER FIELD OBSERVATION AND INVENTORY FROM SITE VISIT ON FEBRUARY 22, 2014.										
PROHIBITED SPECIES ARE NOT CALCULATED FOR CANOPY MITIGATION PER MIAMI-DADE CO. TREE PRESERVATION ORDINANCE										



TREE DISPOSITION PLAN

A WRITTEN TREE REMOVAL PERMIT FROM MIAMI-DADE COUNTY DPER IS REQUIRED PRIOR TO REMOVAL OF ANY TREES FROM THE SITE.

SEE LANDSCAPE PLAN FOR PROPOSED PLANTINGS, LANDSCAPE LEGEND, PLANTLIST, DETAILS, SPECIFICATIONS, NOTES, ETC.

GENERAL NOTES

1. HORIZONTAL AND VERTICAL CONTROL SHALL BE PROVIDED BY THE OWNER'S SURVEYOR. LAYOUT IS THE RESPONSIBILITY OF THE CONTRACTOR.
2. IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION. ALL TRENCH EXCAVATION SHALL PROCEED WITH EXTREME CAUTION AT ALL TIMES. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ALL SUCH DAMAGE.
4. REFERENCE SHALL BE MADE TO THE MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATIONS, SIZE AND DETAILS OF ALL UTILITY SERVICES TO THE BUILDING.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTling ALL DISTURBED EXISTING MANHOLE COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON DRAWINGS OR NOT.

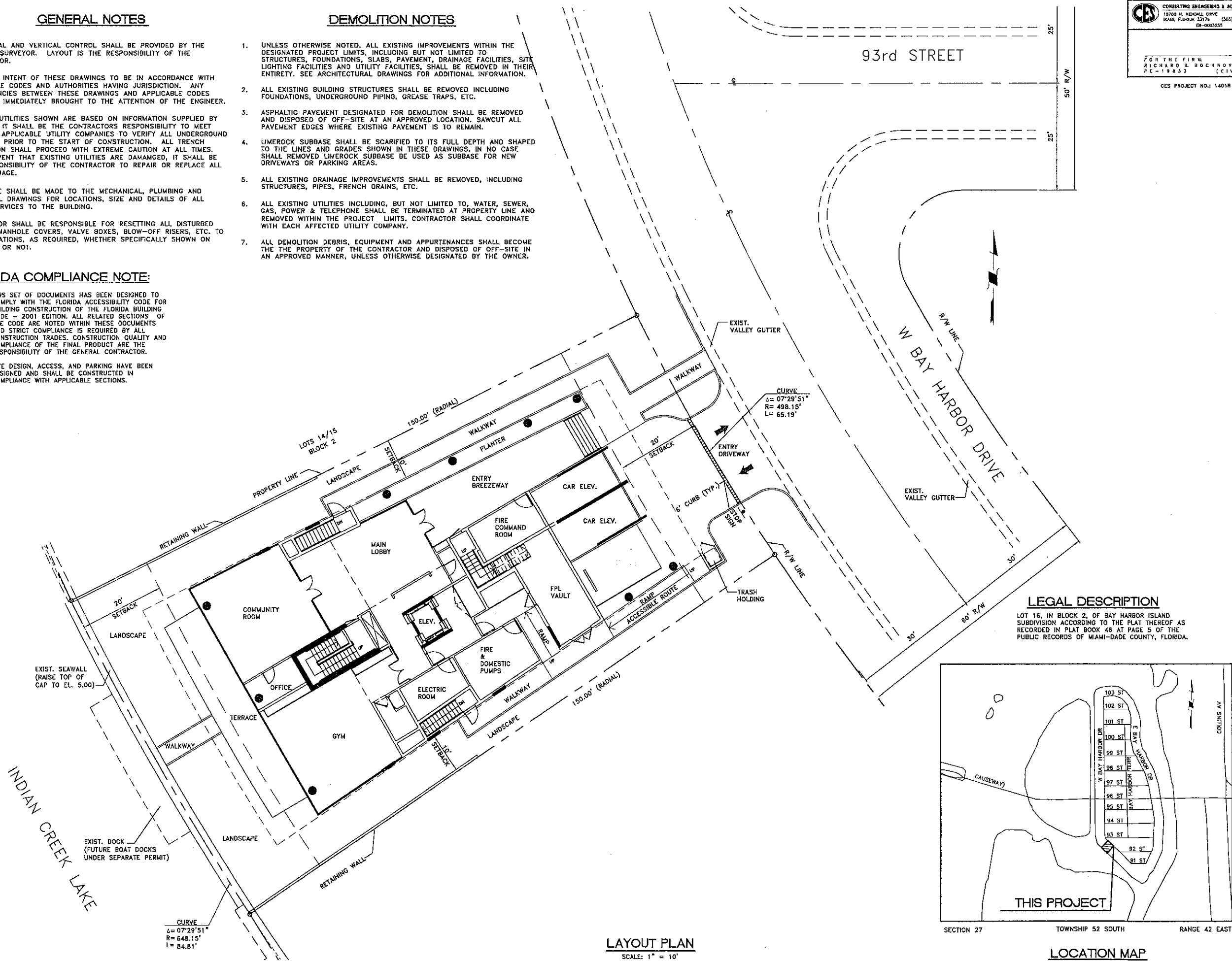
ADA COMPLIANCE NOTE:

THIS SET OF DOCUMENTS HAS BEEN DESIGNED TO COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION OF THE FLORIDA BUILDING CODE - 2001 EDITION. ALL RELATED SECTIONS OF THE CODE ARE NOTED WITHIN THESE DOCUMENTS AND STRICT COMPLIANCE IS REQUIRED BY ALL CONSTRUCTION TRADES. CONSTRUCTION QUALITY AND COMPLIANCE OF THE FINAL PRODUCT ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

SITE DESIGN, ACCESS, AND PARKING HAVE BEEN DESIGNED AND SHALL BE CONSTRUCTED IN COMPLIANCE WITH APPLICABLE SECTIONS.

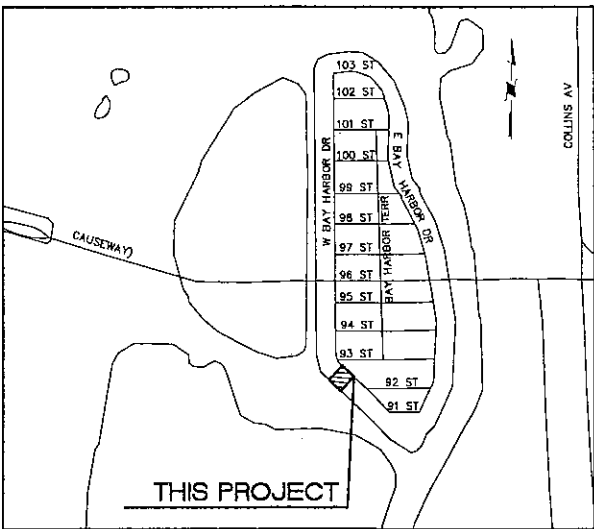
DEMOLITION NOTES

1. UNLESS OTHERWISE NOTED, ALL EXISTING IMPROVEMENTS WITHIN THE DESIGNATED PROJECT LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, SLABS, PAVEMENT, DRAINAGE FACILITIES, SITE LIGHTING FACILITIES AND UTILITY FACILITIES, SHALL BE REMOVED IN THEIR ENTIRETY. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
2. ALL EXISTING BUILDING STRUCTURES SHALL BE REMOVED INCLUDING FOUNDATIONS, UNDERGROUND PIPING, GREASE TRAPS, ETC.
3. ASPHALTIC PAVEMENT DESIGNATED FOR DEMOLITION SHALL BE REMOVED AND DISPOSED OF OFF-SITE AT AN APPROVED LOCATION. SAWCUT ALL PAVEMENT EDGES WHERE EXISTING PAVEMENT IS TO REMAIN.
4. LIMEROCK SUBBASE SHALL BE SCARIFIED TO ITS FULL DEPTH AND SHAPED TO THE LINES AND GRADES SHOWN IN THESE DRAWINGS. IN NO CASE SHALL REMOVED LIMEROCK SUBBASE BE USED AS SUBBASE FOR NEW DRIVEWAYS OR PARKING AREAS.
5. ALL EXISTING DRAINAGE IMPROVEMENTS SHALL BE REMOVED, INCLUDING STRUCTURES, PIPES, FRENCH DRAINS, ETC.
6. ALL EXISTING UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, POWER & TELEPHONE SHALL BE TERMINATED AT PROPERTY LINE AND REMOVED WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL COORDINATE WITH EACH AFFECTED UTILITY COMPANY.
7. ALL DEMOLITION DEBRIS, EQUIPMENT AND APPURTENANCES SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF OFF-SITE IN AN APPROVED MANNER, UNLESS OTHERWISE DESIGNATED BY THE OWNER.



LEGAL DESCRIPTION

LOT 16, IN BLOCK 2, OF 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.



LAYOUT PLAN
SCALE: 1" = 10'

LOCATION MAP
N.T.S.

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MIAMI, FLORIDA 33176 (305) 378-3555
CE-0003255

FOR THE FIRM
RICHARD E. BOCHNOVICH
PE-19833 (CIVIL)

CES PROJECT NO.: 14018

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9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

Date of Issue:
04/21/2014

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Submitted To:
PLANNING & ZONING BOARD

Drawn By:
V.O.

Checked By:
R.B.B.

Scale:
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Job Number:
1310

Sheet Number:
C-1



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PAVING-GRADING-DRAINAGE NOTES

- ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.).
- GRADING SHALL CONSIST OF ALL EXCAVATION, FILLING, SHAPING AND SLOPING NECESSARY FOR THE CONSTRUCTION, PREPARATION AND COMPLETION OF ALL SUBGRADES SHOULDERS, SLOPES, INTERSECTIONS, PAVEMENTS AND OTHER AREAS, ALL IN ACCORDANCE WITH THE ALIGNMENT AND GRADES SHOWN IN THESE DRAWINGS.
- DRAINAGE STRUCTURES SHALL BE AS DETAILED IN THESE DRAWINGS. DRAINAGE PIPE TO BE CORRUGATED POLYETHYLENE.
- SAWCUT ALL PAVEMENT EDGES WHERE EXISTING PAVEMENT IS TO REMAIN.
- ASPHALTIC PAVEMENTS SHALL CONSIST OF COMPACTED SUBGRADE, COMPACTED LIMEROCK SUBBASE AND TYPE S-3 ASPHALTIC CONCRETE, AS SHOWN IN THESE DRAWINGS.
- CONCRETE CURB, SIDEWALK AND SLABS SHALL CONSIST OF 3,000 PSI PORTLAND CEMENT CONCRETE, AS SHOWN IN THESE DRAWINGS.
- ALL REINFORCING, ALL SIZES, SHALL CONFORM TO ASTM A615, GRADE 60.
- ALL EXPOSED CONCRETE SURFACES SHALL RECEIVE A LIGHT BROOM FINISH, UNLESS OTHERWISE DIRECTED.
- TESTING LABORATORY SHALL BE RETAINED BY THE CONTRACTOR TO VERIFY SPECIFIED COMPACTION DENSITY AND CONCRETE STRENGTH. FAILURE OF ANY TESTING TO MEET SPECIFIED REQUIREMENTS SHALL BE DEEMED NON-COMPLYING.
- ALL STRIPING SHALL MEET THE REQUIREMENTS OF THE BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENTS.

SPECIAL NOTES

- EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED AND DAMAGED.
- MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
- MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
- MAXIMUM SLOPE ON DRIVEWAYS TO BE 20%.
- CONNECT ALL ROOF DRAINS TO DRAINAGE SYSTEM.
- ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.

STORMWATER TO BE RETAINED ON-SITE & NOT ALLOWED TO DISCHARGE ON ADJACENT PROPERTIES.

FLOODPLAIN MANAGEMENT ANALYSIS

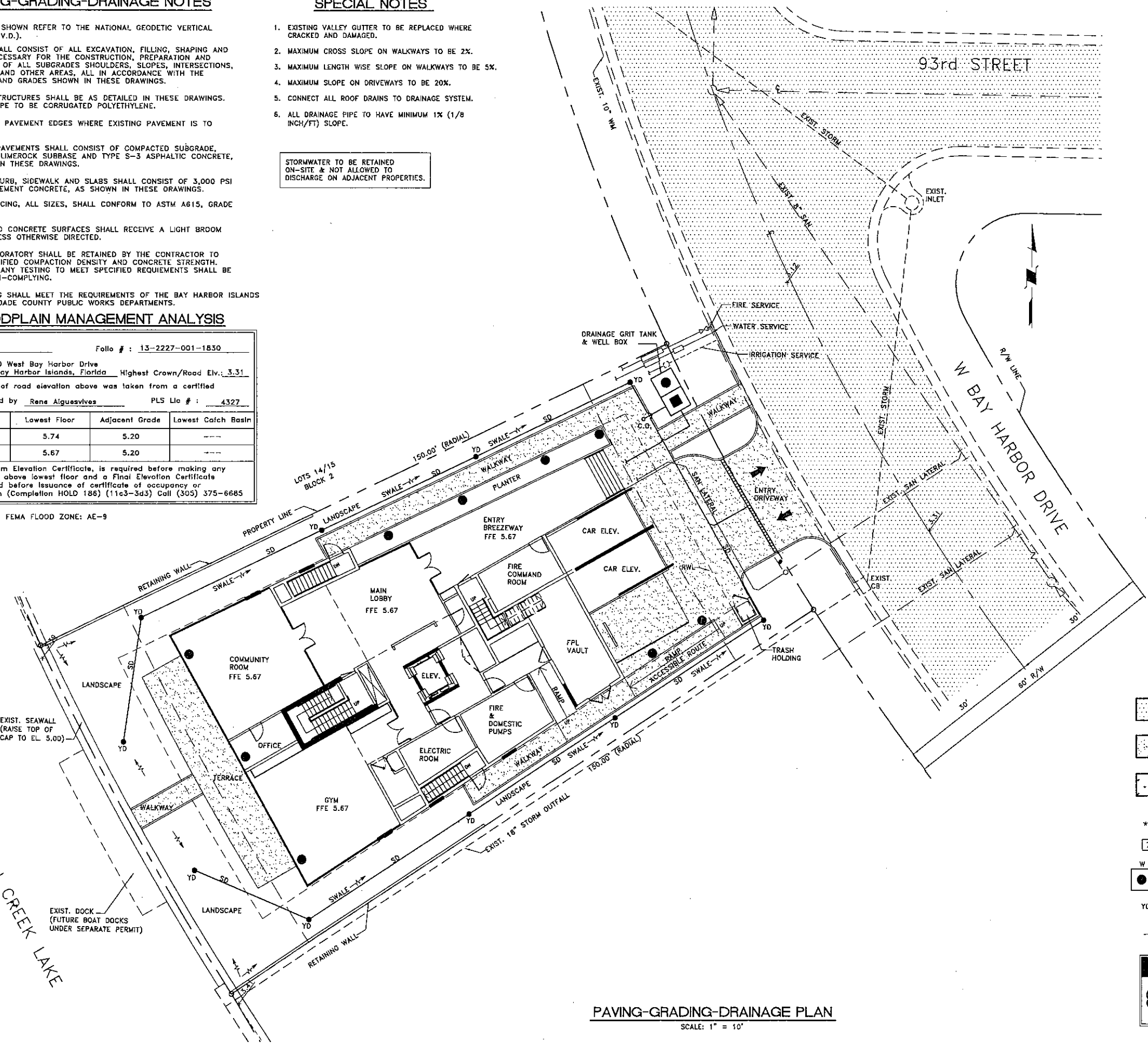
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9290 West Bay Harbor Drive
Address: Bay Harbor Islands, Florida Highest Crown/Road Elev.: 3.31
Highest crown of road elevation above was taken from a certified survey prepared by Rene Aguiarvives PLS Lic #: 4327

Elevation	Lowest Floor	Adjacent Grade	Lowest Catch Basin
Existing	5.74	5.20	
Proposed	5.67	5.20	

A Tie-Beam Elevation Certificate, is required before making any inspection above lowest floor and a Final Elevation Certificate is required before issuance of certificate of occupancy or completion (Completion HOLD 186) (11c3-3d3) Call (305) 375-6685

FEMA FLOOD ZONE: AE-9



LEGEND

- EXISTING ASPHALTIC PAVEMENT
- CONCRETE PAVEMENT/SIDEWALK (COORD. W/ ARCH. DWG'S)
- GRASS PAYER (COORD. W/ ARCH. DWG'S)
- EXIST. SPOT ELEVATION
- PROP. SPOT ELEVATION
- GRIT TANK & WELL BOX
- YARD DRAIN
- DIRECTION OF RUNOFF

Always call 811 two full business days before you dig



PAVING-GRADING-DRAINAGE PLAN
SCALE: 1" = 10'

PAVING-GRADING-DRAINAGE PLAN

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BAY HARBOR ISLANDS, FL 33154

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R.B.B.

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1310
Sheet Number:
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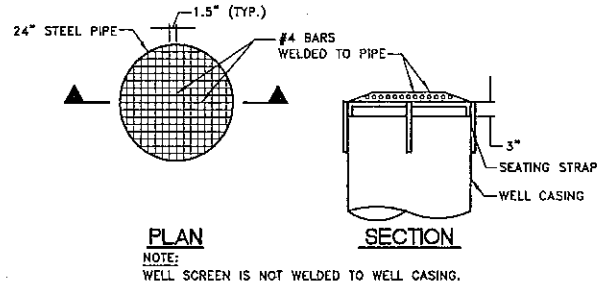
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FOR THE FIRM:
RICHARD B. BOCHNOVICH
PE-19833 (CIVIL)

CES PROJECT NO.: 14018

DRAINAGE WELL NOTES

- DRAINAGE WELLS SHALL BE DRILLED TO AN ESTIMATED TOTAL DEPTH OF 90 FEET TO DISCHARGE RUNOFF TO AN AQUIFER HAVING A MINIMUM TOTAL DISSOLVED SOLIDS OF 10,000 PPM (MG/L).
- WELLS SHALL HAVE AN UPPER CASING OF BLACK STEEL PIPE OF A MINIMUM OF 24 INCHES IN DIAMETER AND 3/8 INCH THICKNESS, WITH DRIVE SHOE, WHICH SHALL BE DRIVEN TO A FIRM SEAT AND GROUT SEALED AT LEAST 3 FEET BELOW THE CAP OF THE UPPERMOST ROCK FORMATION TO BE DEVELOPED. CASING ENDS SHALL BE SQUARE TO THE AXIS OF THE SECTION AND SHALL BE WELDED TOGETHER AS DRIVING PROGRESSES.
- WELLS SHALL BE AS PLUMB AND TRUE TO LINE AS GOOD WORKMANSHIP WILL PROVIDE.
- COMPLETED WELLS SHALL BE THOROUGHLY AGITATED AND DEVELOPED.
- CONTRACTOR SHALL SUBMIT THE METHOD OF TESTING OF THE WELLS FOR CAPACITY TO THE ENGINEER FOR APPROVAL DURING THE SHOP DRAWING SUBMITTAL. THE APPROVED TEST SHALL RUN FOR A PERIOD OF A HALF-HOUR. CONTRACTOR SHALL PROVIDE CERTIFIED STATEMENT BY A PROFESSIONAL GEOLOGIST THAT THE WELL WILL COMPLY WITH THE DESIGN DISCHARGE RATE UPON COMPLETION.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT FOR CONDUCTING THE WELL TEST AND SATISFACTORILY DISPOSING OF THE WATER PUMPED FROM THE WELL. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE TO THE OWNER AND ENGINEER PRIOR TO THE START OF THE TEST. CONTRACTOR IS TO COORDINATE THE DISPOSAL OF WATER PUMPED FROM THE WELL WITH THE OWNER.
- TEST SHALL BEGIN AT HIGH TIDE. THE WATER LEVEL IN THE DRAINAGE WELL AND THE BAY SHALL BE RECORDED EVERY 15 MINUTES FROM 30 MINUTES PRIOR TO THE START OF TEST UNTIL PUMPING IS STOPPED, AND EVERY 5 MINUTES THEREAFTER DURING THE RECOVERY UNTIL THE LEVEL IN THE WELL INCREASES BY LESS THAN 0.1 FEET PER HOUR.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE THE NECESSARY FLORIDA D.E.P. WELL DRILLING PERMITS AND COMPLY WITH ALL THE PROVISIONS THEREOF.
- DESIGN CAPACITY OF WELLS IS 1600 GPM WITH MAX. DRAWDOWN OF 48 INCHES (400 GPM/FT OF HEAD). CONTRACTOR SHALL PROVIDE ENGINEER WITH WELL TEST REPORTS PRIOR TO DEMOBILIZATION.

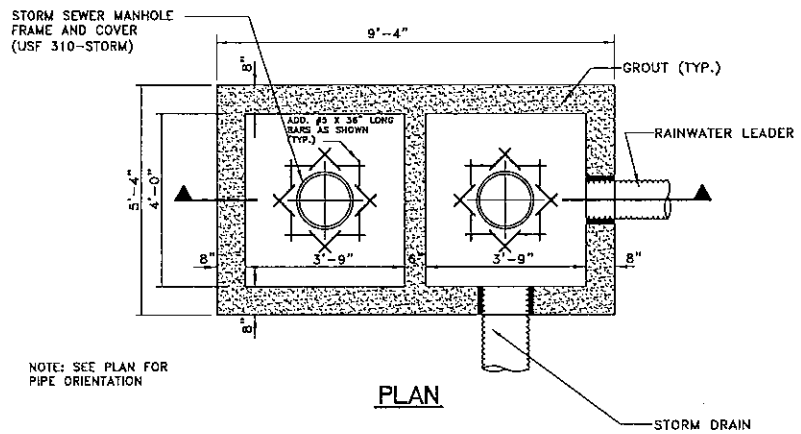


WELL SCREEN DETAIL
SCALE: 1/2" = 1'-0"

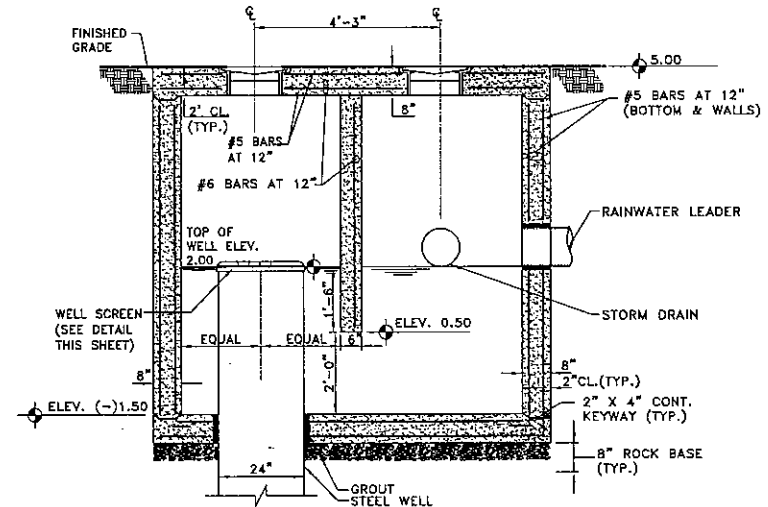
LOCATION	"T"
RESIDENTIAL AND INTERIOR AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS
"C"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES, ALSO, EVERY 50 FEET OF CONTINUOUS SIDEWALK

SIDEWALK PLAN
SECTION

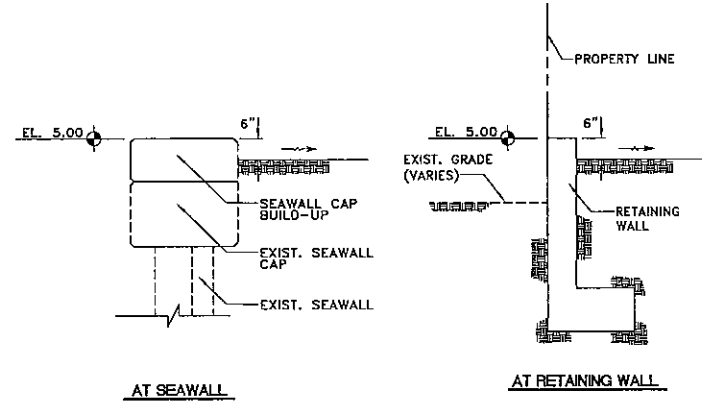


PLAN



SECTION

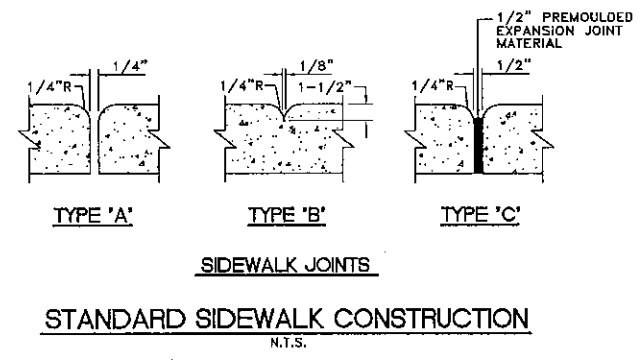
GRIT TANK AND WELL BOX DETAIL
SCALE: 1/2" = 1'-0"



AT SEAWALL

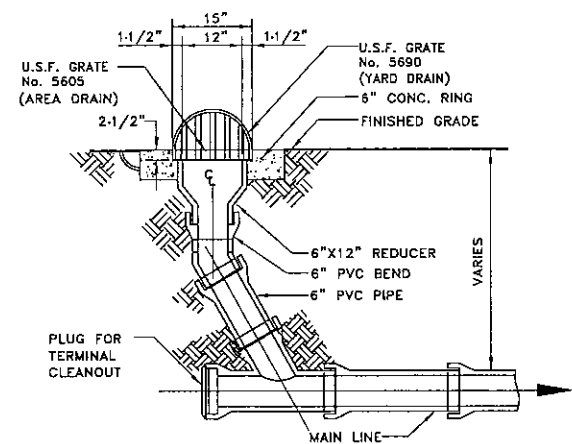
AT RETAINING WALL

TYPICAL SECTIONS
SCALE: 1/2" = 1'-0"

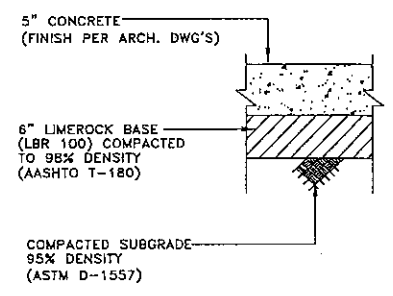


SIDEWALK JOINTS

STANDARD SIDEWALK CONSTRUCTION
N.T.S.



AREA DRAIN/ YARD DRAIN DETAIL
SCALE: N.T.S.



VEHICULAR CONCRETE PAVEMENT
N.T.S.

SITE & DRAINAGE DETAILS

Alain R. Bartoli
Architect
2480 TRAPP AVE
Coconut Grove, FL 33133
Tel: 788.908.3244
alainbartoli@gmail.com

Seal of Project Architect

Alain R. Bartoli, RA, LEED AP
AR92820

Consultants

Project Owner
GLOBAL REACH INVESTMENTS, LLC
P.O. BOX 58850
MIAMI BEACH, FL 33239

9290 CONDOMINIUM
9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

Date Of Issue:
04/21/2014

Revisions:

Submital Type:
PLANNING & ZONING BOARD

Drawn By:
V.O.

Checked By:
R.B.B.

Scale:
AS SHOWN

Job Number:
1310

Sheet Number:
C-3

AVERAGE DAILY WATER AND SEWER DEMANDS	
EXISTING	PROPOSED
WATER: DOMESTIC: 3 APARTMENT UNITS • 200 GPD/UNIT = 600 GPD	WATER: DOMESTIC: 14 APARTMENT UNITS • 200 GPD/UNIT = 2,800 GPD
SEWER: DOMESTIC: 3 APARTMENT UNITS • 156 GPD/UNIT = 468 GPD	SEWER: DOMESTIC: 14 APARTMENTS UNIT • 156 GPD/UNIT = 2,184 GPD

CONSULTING ENGINEERING & SCIENCE, INC.
10700 N. KENDALL DRIVE, SUITE 400
MIAMI, FLORIDA 33156 (305) 378-5555
E-4003283

FOR THE FIRM
RICHARD B. BOCHNOVICH
P.E. - 18833 (CIVIL)

CES PROJECT NO.: 14018

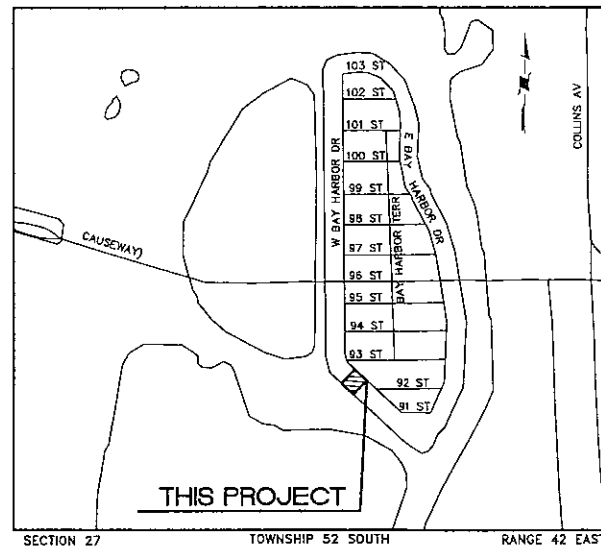
LEGEND

EXISTING		PROPOSED
WM	WATER MAIN	WM
GV	GATE VALVE	GV
FH	FIRE HYDRANT	FH
SM	SEWER MANHOLE	N/A
SAN	SEWER MAIN	SAN
N/A	CLEAN-OUT	C.O.
N/A	PAVEMENT RESTORATION	

NOTE: EXIST. WATER METERS TO BE REMOVED BY UTILITY COMPANY.

LEGAL DESCRIPTION

LOT 16, IN BLOCK 2, OF 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.



WATER AND SEWER PLAN
SCALE: 1" = 10'

WATER & SEWER PLAN

Alain R. Bartoli
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CORAL GABLES, FL 33133
Tel.: 786.908.3244
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Seal of Project Architect

Project Owner:
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MIAMI BEACH, FL 33239

9290 CONDOMINIUM
9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

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04/21/2014

Revisions:

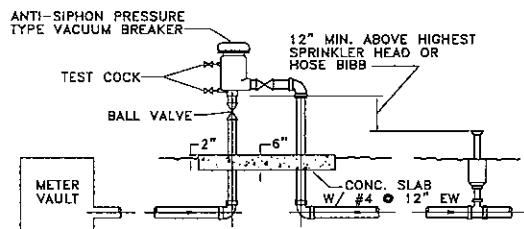
Submittal Type:
PLANNING & ZONING BOARD

Drawn By:
V.G.
Checked By:
R.S.B.

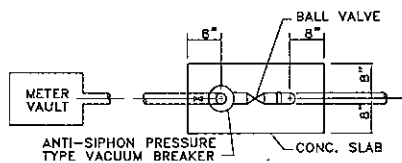
Scale:
AS SHOWN
Job Number:
1310
Sheet Number:
C-4

WATER AND SEWER NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH BAY HARBOR ISLANDS STANDARD SPECIFICATIONS AND DETAILS. ANY DISCREPANCIES BETWEEN THOSE REQUIREMENTS AND ANYTHING SHOWN IN THESE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ENGINEER'S ATTENTION.
- ALL WORK LOCATED IN ROADWAY RIGHT-OF-WAY SHALL BE PERFORMED BY CITY OF MIAMI BEACH FORCES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL SUCH WORK WITH THE CITY AND SHALL PAY ALL CITY IMPOSED FEES.
- SEE GENERAL NOTES, SHEET C-1.
- CONTRACTOR'S ATTENTION IS DIRECTED TO GENERAL AND SPECIFIC CONDITIONS AND PERMIT PROVISIONS OF WATER SUPPLY AND SEWAGE SYSTEM PERMITS.
- CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS DETAILED IN
- ALL WATER MAINS SHALL BE DUCTILE IRON PIPE, CLASS 52. WATER MAINS, INCLUDING PIPES, FITTINGS, VALVES AND HYDRANTS SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA STANDARD C-105.
- GRAVITY SANITARY SEWER MAIN SHALL BE PVC CONFORMING TO THE REQUIREMENTS OF ASTM D3034, SDR 35, WITH ELASTOMASTIC GASKET JOINTS.
- CONTRACTOR SHALL PREPARE AND SUBMIT AS-BUILT DRAWINGS INDICATING ALL FINAL RIM ELEVATIONS, INVERT ELEVATIONS, TOP OF PIPE ELEVATIONS, AS APPLICABLE, AND ALL ELEVATIONS FROM THESE DRAWINGS. AS-BUILT DRAWINGS SHALL BE PREPARED BY, AND SIGNED AND SEALED BY, A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.



ELEVATION



PLAN

NOTES

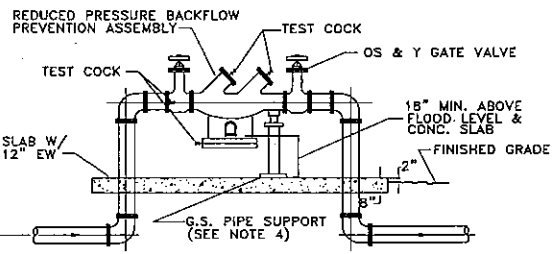
- THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- GUARD POST SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT, OR THE WASD INSPECTOR.
- THE ASSEMBLY SHALL BE INSTALLED IN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT AND THE WASD INSPECTOR.
- PIPING SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE WITH GALVANIZED MALLEABLE IRON THREADED FITTINGS IN ACCORDANCE WITH WASD "CONSTRUCTION SPECIFICATIONS FOR DONATION OF WATER MAINS."
- ALL EXPOSED METALLIC THREADS SHALL BE PAINTED WITH BITUMASTIC PAINT.
- THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.

PRESSURE VACUUM BREAKER

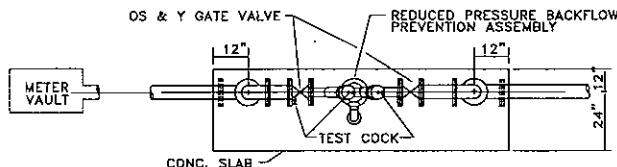
ASSEMBLY DETAIL

(IRRIGATION SERVICE)

N.T.S.



ELEVATION



PLAN

NOTES

- THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- GUARD POST SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT, OR THE WASD INSPECTOR.
- THE ASSEMBLY SHALL BE INSTALLED IN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT AND THE WASD INSPECTOR.
- ADJUSTABLE PIPE SADDLE SUPPORT (GRINNELL FIG. 264, OR EQUAL) SIZED TO FIT CURVATURE OF DOUBLE DETECTOR CHECK VALVE ASSEMBLY, WITH GALVANIZED STEEL PIPE AND FLOOR FLANGE. ATTACH FLOOR FLANGE TO CONCRETE SLAB WITH GALVANIZED EXPANSION BOLTS.
- THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.
- PIPING 2" AND SMALLER SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE WITH GALVANIZED MALLEABLE IRON THREADED FITTINGS. PIPING 2-1/2" AND LARGER SHALL BE IN ACCORDANCE WITH WASD "CONSTRUCTION SPECIFICATIONS FOR DONATION OF WATER MAINS."
- ALL EXPOSED METALLIC THREADS SHALL BE PAINTED WITH BITUMASTIC PAINT.

REDUCED PRESSURE BACKFLOW PREVENTION

ASSEMBLY DETAIL

(2" - DOMESTIC SERVICE)

N.T.S.

HEALTH DEPARTMENT NOTES

WATER MAIN HORIZONTAL SEPARATIONS

SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT. MINIMUM.

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.

GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAINS IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

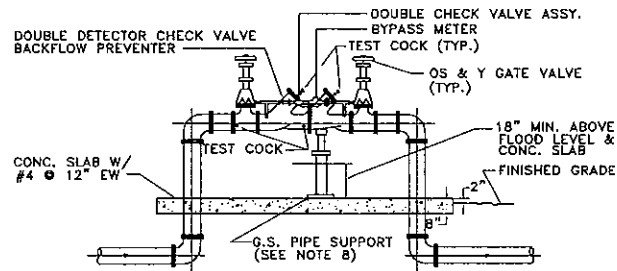
10 FT. TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

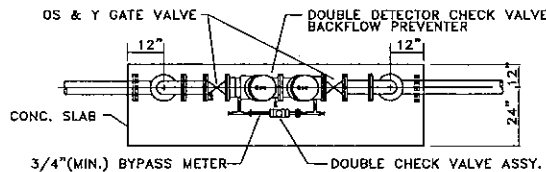
SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES ABOVE, OR AT LEAST 12 INCHES IF BELOW.

PRESSURE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.

* NOTE: CENTER 1-FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.



ELEVATION



PLAN

NOTES

- THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- GUARD POSTS SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT, OR THE WASD INSPECTOR.
- THE ASSEMBLY SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT AND THE WASD INSPECTOR.
- ALL JOINTS SHALL BE FLANGED OR RESTRAINED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- ALL ABOVE GROUND PIPING AND EQUIPMENT SHALL BE FINISHED WITH RED ENAMEL PAINT (KOP-COAT 0508 LEAD-FREE), IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- THE DEPARTMENT WILL PROVIDE CHAINS AND LOCKS FOR GATE VALVES.
- FOR RETROFIT PROJECTS, REPLACE THE EXISTING BACKFLOW PREVENTION DEVICE WITH A SPOOL PIECE, AND INSTALL A NEW DOUBLE DETECTOR CHECK VALVE ASSEMBLY INSIDE OF PROPERTY LINE.
- ADJUSTABLE PIPE SADDLE SUPPORT (GRINNELL FIG. 264, OR EQUAL) SIZED TO FIT CURVATURE OF DOUBLE DETECTOR CHECK VALVE ASSEMBLY, WITH GALVANIZED STEEL PIPE AND FLOOR FLANGE. ATTACH FLOOR FLANGE TO CONCRETE SLAB WITH GALVANIZED EXPANSION BOLTS.
- THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.

DOUBLE DETECTOR CHECK VALVE

ASSEMBLY DETAIL

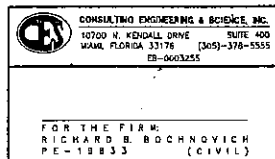
(4" - FIRE SERVICE)

N.T.S.

REGULATORY AND ECONOMIC RESOURCES

REER NOTES ON WATER-SEWER INSTALLATION

- A PREFERRED HORIZONTAL DISTANCE (OUTSIDE TO OUTSIDE) OF 10 FEET OR MINIMUM OF 6 FEET SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE SEWER PIPES AND WATER PIPES. THE HORIZONTAL SEPARATION CAN BE REDUCED TO 3 FEET ONLY FOR GRAVITY SEWERS WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
 - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
 - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
 - THE TOP OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.
- A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS BELOW THE WATER MAIN. THE CROSSING SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY AND PRESSURE SEWER PIPES. WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
 - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
 - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
- THE CONTRACTOR SHALL VERIFY NATURE, DEPTH AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
- ALL OTHER PUBLIC OR PRIVATE UTILITY FACILITIES SHALL BE CONSTRUCTED AT LEAST 5 FEET FROM ANY WATER AND SEWER MAIN AS MEASURED FROM THE OUTSIDE BELL OF THE WATER OR THE UTILITY PIPE.
- WHEN THE 5 FEET SEPARATION BETWEEN PROPOSED AND EXISTING LINE IS NOT POSSIBLE, THE CONTRACTOR SHALL HAND DIG OR EXPOSE THE WATER AND SEWER PIPES BEFORE PROCEEDING WITH POWER EQUIPMENT EXCAVATION.
- IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH PARALLEL AND ABOVE AN EXISTING WATER OR SEWER PIPES EXCEPT WHERE THEY CROSS. ANY DEVIATION FROM NOTES 3, 4 AND 5 SHALL BE APPROVED IN WRITING BY THE RESPONSIBLE WATER AND SEWER UTILITY.
- IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING OR THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO SUBMITTAL OF DOCUMENTATION SHOWING THAT THE PROPOSED ALTERNATIVE WILL RESULT IN AN EQUIVALENT LEVEL OF RELIABILITY AND PUBLIC HEALTH PROTECTION.
- GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE PVC-900 OR DUCTILE IRON PIPE THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE FOR GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR RESIDENTIAL LAND USE AND TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE WITH NO ALLOWANCES FOR MANHOLES OR LATERALS. THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE IN GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE ONE HUNDRED (100) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY. THE DURATION OF ALL TESTS SHALL BE A MINIMUM OF TWO (2) HOURS. ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
- FORCE MAIN SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE EITHER DUCTILE IRON OR REINFORCED CONCRETE PRESSURE SEWER PIPES.
 - FOR DUCTILE IRON PIPE, EXFILTRATION RATE SHALL NOT BE GREATER THAN THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION STANDARD (AWWAS) C600-82 AT A TEST PRESSURE OF 100 PSI.
 - FOR REINFORCED CONCRETE PRESSURE SANITARY SEWER, EXFILTRATION RATE SHALL NOT BE GREATER THAN HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600-82 AT A TEST PRESSURE OF 100 PSI.
- A NON-RESETTABLE ELAPSED TIME METER SHALL BE INSTALLED AT EACH PUMP TO RECORD THE TOTAL NUMBER OF OPERATING HOURS OF THE STATION.



CES PROJECT NO.: 14018

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Seal of Project Architect

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9290 WEST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

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1310

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C-5

WATER & SEWER DETAILS

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of two (2) dwelling units from Bay Harbor Investments Properties, LLC (9901 E. Bay Harbor Drive) to Verzasca Group (1150-60 102 Street). Enclosed find a copy of the application, site plans and supporting documents.

DESCRIPTION:

An application for a private Transfer Development Rights transaction was received and processed for the purchase of two (2) TDR units.

Donor site: 9901 E. Bay Harbor Drive - (under construction)

Receiving site: 1150-60 102 Street - (vacant)

All required information was submitted as required by Section 23-22.2 of the Town Code, Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council approval and recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	TDR App- 1150-60 102st- private.pdf
2.	Staff report - Town Planner	Harbor Park to Le Jardin.pdf
3.	Le Jardin site plans	1050-102st site plans.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>5/11/15</u>	TDR UNIT COST: \$ <u>52,000</u>
TDR UNITS REQUESTED <u>2</u>	PROJECT TOTAL UNITS <u>30</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>Verzasca Group</u>		
Phone (305) 864-3051	e-mail	Fax ()
Address <u>1135 Kane Concourse</u>		
City and State <u>Bay Harbor Islands, FL</u>	Zip Code <u>33154</u>	
Relationship to Property: <u>Owner</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>Verzasca Group</u>	
Phone (305) 864-3051	e-mail
Fax ()	
Address <u>1135 Kane Concourse</u>	
City and State <u>Bay Harbor Islands, FL</u>	Zip Code <u>33154</u>
Property Address/Location <u>1150-60 102 St Bay Harbor, FL 33154</u>	
Legal Description: <u>LOT(S) 7 & 8 BLOCK 6</u>	
Folio Number <u>13-2227-001-1310</u>	Current Zoning <u>RM2</u>
Property size <u>20,849</u> <u>1320</u>	Purchase date <u>NOV. 2014</u>
Existing use of the property <u>Vacant Lot</u>	
Describe Existing Structure on Property <u>Vacant</u>	
Dwelling units to be received <u>2</u>	
Total Dwelling units including TDR <u>30</u>	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 01/16/15
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 <u>Bay Harbor Investment Properties, LLC</u>		
Phone (857) <u>864-9393</u>	e-mail <u>gabriele@artandtec.com</u>	Fax (857) <u>864-8280</u>
Address <u>1111 Kane Concourse #517</u>		
City and State <u>Bay Harbor - FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>9901 E. Bay Harbor Dr.</u>		
Legal Description: LOT(S) <u>22</u> BLOCK <u>4</u>		
Folio Number <u>13-2227-001-0980</u>	Current Zoning <u>RM: 1</u>	Year built <u>Ø</u>
Property size <u>11,250 sqft</u>	Purchase date <u>6/2012</u>	
Existing use of the property <u>New Development</u>		
Describe Existing Structure on Property <u>Under Construction</u>		
Dwelling units to be transferred to TDR Bank <u>2 (Two)</u>		
Units permitted <u>9</u>		

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		
Address		
Phone ()	e-mail	Fax ()

Name of Surveyor SUAREZ SURVEYING & MAPPING		
Address 15190 SW 136 St - Suite 20 - Miami 33196		
Phone (305) 596-1799	e-mail suarezsurveying@gmail.com	Fax (305) 596-1886

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)

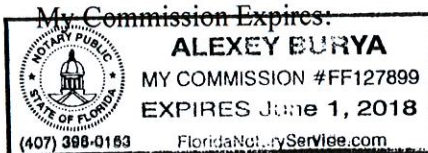
05/07/15
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7th day of may, 2015,
by _____ on behalf of _____,
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
Driver Licence. (type of identification produced) as identification and did take
an oath.



Notary Public, State of Florida

Print Name: Alexey Burya

DONOR SITE

[Signature]
Signature of Owner (Applicant)
Gabriel Bano

05-01-2015
Date

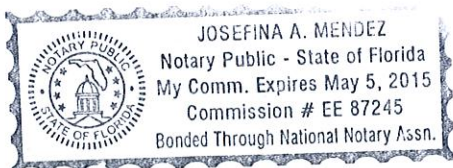
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of March, 2015,
by Gabriel Bano on behalf of _____
Bay Harbor Investment Properties 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: Josefin Mendez

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: LE JARDIN HOUSE, LLC
Date: 5/11/2015 Time: 3:47 PM
Receipt Number: MAIN / 88694
Clerk: SCHERRIE

DONOR PROPERTY
9901 E. BAY HARBOR DRIVE
ITEM REFERENCE AMOUNT

MISC TDR APPLICATION	1,000.00
Total:	1,000.00
Check 1037	1,000.00
Change:	0.00

1037

LE JARDIN HOUSE, LLC

DATE 05/08/2015

63-8655-2660

The Town of Bay Harbor Islands
PAY TO THE ORDER OF
one thousand

\$ 1,000.00
00/100 DOLLARS

citibank
CITIBANK, N.A. BR. #47
3800 SOUTH OCEAN DRIVE
HOLLYWOOD, FL 33019

FOR *Purchasing TDR's*

C. J.

⑈001037⑈ ⑆266086554⑆

9138193129⑈



1* **1. PURCHASE AND SALE:** Le Jardin House, LLC ("Buyer")

2* agrees to buy and Bay Harbor Investment Properties LLC ("Seller")

3* agrees to sell the property described as: Street Address:
Two (2) Transfer of Development rights of Property at 9901 E Bay Harbor Dr. Bay Harbor Islands, FL

4*

5* Legal Description:

6* Lot 22 in Block 4 of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in PB 46 at Page 5 of the Public
Records of Miami-Dade County, Florida. Folio# 13-2227-001-0980

7* and the following Personal Property:
None

8*

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is**
10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** \$ 104,000.00

14* (a) Deposit held in escrow by Fidelity National Title Insurance Company \$ 20,000.00

15* (b) Additional deposit to be made within _____ days from Effective Date \$ _____

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: _____ \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 84,000.00
19 certified or cashier's check or wire transfer.

20* ~~**3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for~~
21 ~~third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of _____~~
22 ~~years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____ % per year or variable interest rate not~~
23 ~~to exceed ☐ _____ % at origination with a lifetime cap not to exceed _____ % from initial rate; with additional terms as follows:~~

24*

25 ~~Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~
26 ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~
27 ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~
28 ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~
29 ~~returned to Buyer in accordance with Paragraph 9.~~

30* Buyer (125) and Seller (125) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed
32* ☒ other special deed to be recorded, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) approval of the supplemental TDR Application for two (2) TDR's by
35* the Town of Bay Harbor Islands ("BHI");
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* needed for a multi-family development project approved by the Town of BHI Planning and Zoning Board & Town Council
("BHI Approval").

38* (a) **Evidence of Title:** Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 5 days ☐ from Effective Date
39* ☒ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) **Survey:** (check applicable provisions below)
57* ☒ Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.

61* ☐ Buyer will, at ☒ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period provided such
encroachments or deed restrictions reduce the allowable three (3) TDR's to be purchased.

65 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 (e) **Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in Miami-Dade County, Florida
68* within seven (7) days upon obtaining BHI Approval ("Closing Date"), unless otherwise extended
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 5 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) **Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 ~~(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,~~
76 ~~tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of~~
77 ~~the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information~~
78 ~~regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors~~
79 ~~authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth~~
80 ~~facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer~~
81 ~~will provide the closing statement, mortgages and notes, security agreements and financing statements.~~

82* Buyer () and Seller () acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* **(c) Taxes, Assessments, and Prorations:** The following items will be made current and prorated ☐ as of Closing Date
84* ☐ as of _____; real estate taxes, bond and assessment payments assumed by **Buyer**, interest;
85* rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially
88* affecting the Property: _____
89 **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.
91 **(d) FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds
96 and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

97* **6. ESCROW:** **Buyer** and **Seller** authorize Fidelity National Title Insurance Company
98* Telephone: _____ Facsimile: _____ Address: _____
99* 13800 N.W. 14th Street, Suite 190, Sunrise, Florida 33323 to act as "Escrow Agent"
100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in ☐ a non-interest bearing escrow account ☐ an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) ☐ at closing
103* ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 **7. PROPERTY CONDITION:** ~~**Seller** will deliver the Property to **Buyer** at the time agreed in its present "as-is" condition, ordinary~~
115 ~~wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties~~
116 ~~other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the~~
117 ~~property. (Check (a) or (b))~~
118* ☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119* ☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering;
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems
127 appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** shall deliver written notice
128 to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable.
129 **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition:
130 **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien
135 being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall
136 repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of
137 the inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the
138 inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be
139 immediately returned to **Buyer** and the Contract terminated.

140* **Buyer** (LS) (____) and **Seller** (JS) (____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.~~

~~(d) Disclosures:~~

~~1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.~~

~~2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.~~

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: DevStar Realty LLC 17201 Biscayne Blvd North Miami Beach, FL 33160
who is ☐ an agent of _____ ☒ a transaction broker ☐ a nonrepresentative
and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify)
Seller shall pay a commission of five percent (5%) of the Purchase Price
equal to Five Thousand, Two Hundred Dollars (\$5,200)
to be paid from Seller's proceeds due upon closing

(b) Cooperating Broker: _____
who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a
cooperating broker ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Buyer (KS) () and Seller () () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☒ Other See Attached Addendum
199* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other _____
200* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by ☐ _____ check ☐ other _____ received on
219* _____, _____ by _____
220 _____ *Signature of Escrow Agent*

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than _____ ☐ a.m. ☐ p.m. on _____,
223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: 04/10/15 **BUYER:** _____ Tax ID No: _____
225* Title: Septaria Management, LLC Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (☐ subject to the
231 attached counter offer).

232* Date: 04/21/2015 **SELLER:** _____ Tax ID No: _____
233* Title: Emilio Bonito Telephone: _____ Facsimile: _____
234* Address: _____

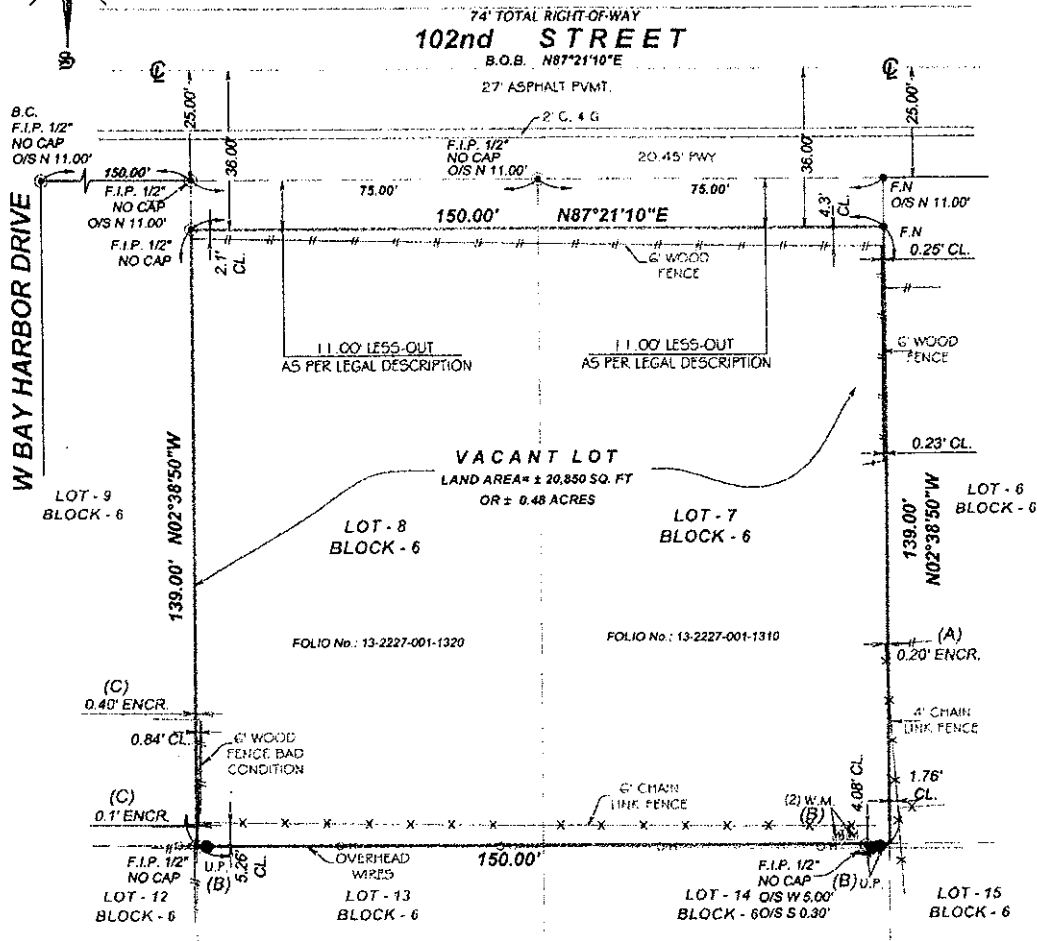
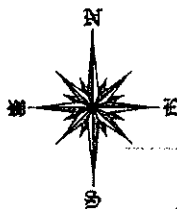
235* Date: _____ **SELLER:** _____ Tax ID No: _____
236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* **Buyer** (15) (____) and **Seller** (15) (____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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MAP OF BOUNDARY SURVEY

1150 102nd STREET, BAL HARBOUR, FLORIDA, 33154
FOLIO No.: 13-2227-001-1320 AND 13-2227-001-1310

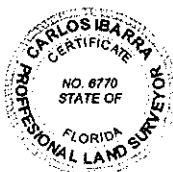


ENCROACHMENT NOTES:

- ENCROACHMENT NOTES:**
 A. EAST SIDE OF THE SUBJECT PROPERTY, NEIGHBORS CHAIN LINK FENCE IS ENCROACHING INTO THE SUBJECT PROPERTY
 B. WEST SIDE OF THE SUBJECT PROPERTY, UTILITY POLE AND WATER METER LIES ONTO THE SUBJECT PROPERTY
 C. WEST SIDE OF THE SUBJECT PROPERTY, NEIGHBORS CONCRETE SLAB IS ENCROACHING INTO THE SUBJECT PROPERTY

SURVEYOR'S NOTE:

- SURVEYORS NOTE:**
1. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS
AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.



L.B.# 7806

SEAL

LEGAL DESCRIPTION:

LOT 7, LESS THE NORTH 11 FEET THEREOF, AND LOT 8, LESS THE NORTH 11 FEET THEREOF, BLOCK 6, 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.

CERTIFICATION:

TR DEVELOP, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:

E.O.

SCALE:

 $1'' = 30'$

FIELD DATE:

07/19/2014

SURVEY NO:

14-002548-1

SHEET:

2 OF 2

[illegible]

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE
UNDER MY DIRECTION AND MEETS THE REQUIREMENTS OF THE ACT.

ADDITIONAL COPIES OF THE SURVEY SHALL BEAR THE

STAKEHOLDERS CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT, AND THAT I AM THE PERSON AUTHORIZED TO SIGN UNDER MY DIRECTION AND WEETS THE MINIMUM TECHNICAL REQUIREMENTS FOR THE SURVEY. I AM A MEMBER OF THE MAPPER IN CHAPTER 34-17 FLORIDA ADMINISTRATION.

AUTHENTIC COPIES OF THIS SURVEY SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER

Juan A. Suarez

[illegible]

PLAY IMAGE:
NOT TO SCALE

suarez surveying & mapping, inc.
15190 SW 138th Street, Suite 20, Miami, Florida 33196
Tel: 305.596.1799 Fax: 305.596.1686
www.suarezsurveying.com

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES. INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP 

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/21/2015

Re: Transfer of Development Rights (TDR)

CC:

Le Jardin (30 Total DU)

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 2 Private DU

Donor Site: 9901 E. Bay Harbor Dr. / Lot 22 of Block 4 (Harbor Park)

Receiving Site: 1150-60 102nd Street / Lots 7 & 8 of Block 6 (Le Jardin)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Le Jardin) was granted a revised Site Development Plan approval by the Town's PZ Board on January 6th, 2015 for a total of 30 DU. The survey submitted shows that the site conveyed the 11-foot right-of-way to the Town for parking as many others did in the past. Condition "H" of Resolution No. 2040 requires that the applicant vacate the 11-foot area on each lot prior to the issuance of building permits. MMPA is not aware of the status of issue. Assuming the right-of-way is vacated, the allowable base zoning density of 34 DUA would allow for 18 DU on the receiving site once the 11-foot area is vacated (.52 acres X 34 DUA = 17.68 or 18 DU). Since the proposed project includes 30 total dwelling units this requires the acquisition of 12 TDR units.

The donor site is currently under construction and is being developed as a single-lot / 17 DU midrise condominium complex. The Planning and Zoning Board approved the revised Site Development Plan for the donor site on November 11th, 2014. The original development included 21 DU, which required the developer to obtain 11 TDR units. The developer contracted with the Town to acquire all 11 TDR units from the Town "pool" on November 13th, 2012. On Nov. 14th, 2012 the M-D County Shoreline Review Committee approved the project with a revised number of DU (20). Subsequent reviews of the Building Permit plans included 19 DU; however, the latest plans now reflect only 17 DU (several parties have contracted to buy 2 DU and combine them).

The acquisition of 11 Town-owned TDR units has been finalized (paid for / documents recorded); therefore, two (2) excess TDR units were assigned to this site. According to our office files on June 9th, 2014, the donor site contracted with BH Loft (1120-24 98th Street) to sell one (1) of the excess TDR units (Res. No. 2019). Therefore, based on the latest Building Permit plans that include 17 DU, **the donor site has the ability to convey the two (2) requested TDR units.** The donor site will still have one (1) TDR unit available upon completion of this TDR transaction.

MMPA notes that the excess TDR units were originally purchased from the Town for \$20,000 each. The first "extra" TDR unit was sold to BH Loft for \$30,000 (\$10,000 more than purchase price). The TDR units being requested for approval will be sold for \$52,000 each (\$32,000 more than purchase price, per unit). This price is significantly higher than the price when they were originally purchased from the Town.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.

LE JARDIN HOUSE CONDOMINIUM

1150 - 1160 102 STREET, BAY HARBOR ISLANDS, FLORIDA 33154

INDEX OF DRAWINGS

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A-0.03	AERIAL VIEWS
A-0.04	FRONT VIEW RENDERINGS
A-0.05	AERIAL VIEW & STREET VIEW RENDERINGS
A-1.01	SITE PLAN - LEVEL 1 FLOOR PLAN
A-1.02	LEVEL 2 FLOOR PLAN
A-1.03	LEVEL 3 FLOOR PLAN
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A-1.05	LEVEL 5 FLOOR PLAN
A-1.06	LEVELS 6 & 7 FLOOR PLAN
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A-1.08	UPPER ROOF PLAN
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C-2	WATER & SEWAGE PLAN
C-3	PAVEMENT MARKING & SIGNAGE PLAN
E-1.01	SITE PHOTOMETRIC PLAN



OWNER DEVELOPER:
LE JARDIN, LLC

200 BISCAYNE BOULEVARD WAY SUITE 4709
Miami, Florida 33131
PH: (305) 749-5819

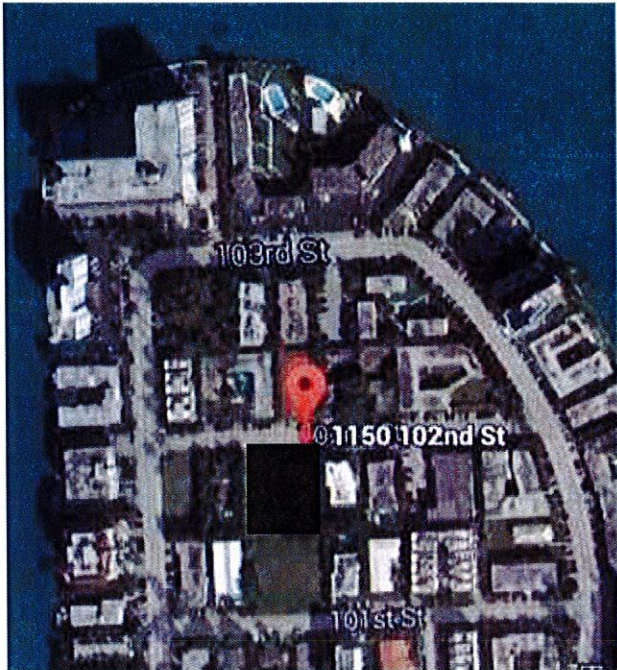
ARCHITECT:
FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA
33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 SW 81 STREET
Miami, Florida 33143
PH: (305) 665.9688

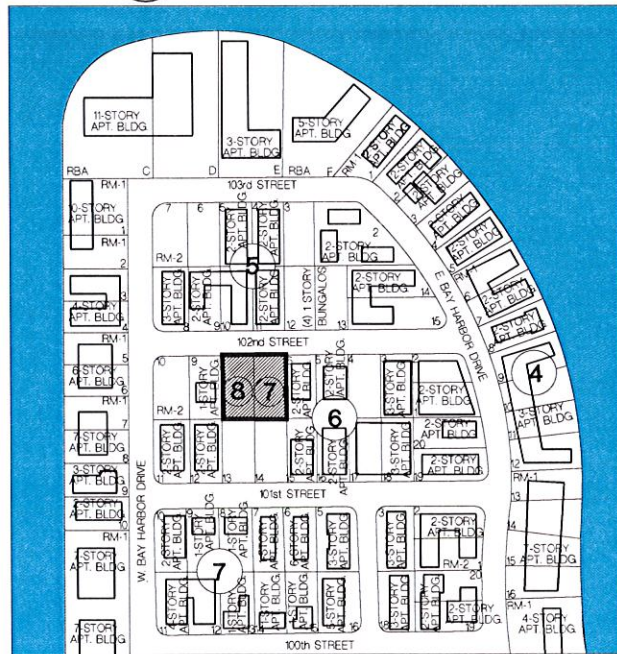
DEC 15 REC'D



CIVIL ENGINEER:
HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
PH: (954) 367.0371
FAX: (305) 367.0372



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 3-4-5-6-7)	5		1,400	7,000	SF	2 BD / 2 1/2 BA
2 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 4)	1		1,740	1,745	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
2 (LEVELS 6-7)	2		1,420	2,840	SF	2 BD / 2 1/2 BA + DEN
3&4 (LEVEL 3)	2		2,235	4,470	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 4)	2		2,185	4,370	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 5)	2		1,900	3,800	SF	2 BD / 2 1/2 BA
3&4 (LEVELS 6-7)	4		1,509	6,036	SF	2 BD / 2 1/2 BA
5 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 4)	1		1,740	1,740	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 6-7)	2		1,420	1,420	SF	2 BD / 2 1/2 BA + DEN
6 (LEVEL 3, 4, 5, 6&7)	5		1,385	6,925	SF	2 BD / 2 1/2 BA
TOTAL	30			47,126		

ZONING SUMMARY

1150 - 1160 102 STREET

	SF	ACRES	
LOT AREA	22,500	0.52 +/-	[INCLUDES THE NORTHERN 11' TO BE VACATED]

LEGAL DESCRIPTION

LOT 7 AND 8, LESS THE NORTH 11.00 FEET THEREOF IN BLOCK 6 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.
OWNER WILL SEEK VACATION OF THE NORTHERN 11'

NOTE: THE

FLOOD ELEVATION

9.0'
NGVD

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP / PANEL No. 120636 / 0144L

CROWN OF THE ROAD

5.33
NGVD

ZONING CLASSIFICATION

RM2 - MULTI FAMILY RESIDENTIAL
DISTRICT

FLUM : MEDIUM HIGH DENSITY

FLR (DETERMINED BY THE SETBACKS)

ALLOWABLE
N/A

PROPOSED

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34 .52

18

30 (12 TDRs REQUIRED)

SETBACKS

REQUIRED

PROPOSED

FROM SETBACK (102 STREET.)

Buildings less than 30 feet in height. 20 feet
Buildings less than 45 feet in height. 25 feet
Buildings less than 65 feet in height. 30 feet

20'
30'
30'

SIDE SETBACK

Buildings less than 30 feet in height. 10% of
street frontage = 15 feet; plus 1:3 over 30'
(maximum setback shall be 26 feet 8 inches)

15' to 26'-8"

REAR SETBACK

Buildings less than 30' in height 10 feet
maximum setback 21'-8"

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'-0"

39'-8"

FRONT FLEX @ SIDES AND REAR

120'-0"

40'-0"

40'-0"

MAXIMUM HEIGHT

ALLOWABLE

PROPOSED

MAXIMUM BUILDING HEIGHT

65 feet above BFE

65'-0" above BFE

GROUND LANDSCAPE AREA

20% OF LOT AREA MINIMUM

22,500 X .20

REQUIRED

PROPOSED

4,500 SF

5,577 SF = 25%

ROOF DECK LANDSCAPE REQUIREMENTS

REQUIRED

PROPOSED

15% OF ROOF AREA MINIMUM

6,347 X .15

952 SF

1,223 SF = 19 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE
SETBACKS)

ALLOWABLE
DETERMINED BY SETBACKS

PROPOSED

13,183 SF

BUILDING LENGTH

N/A

@ FRONT AND REAR

120'-0"

@ SIDES

120'-0"

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.

THE BUILDING DOES NOT EXCEED 120' IN
LENGTH

PARKING SPACE REQUIREMENTS

REQUIRED

PROPOSED

RESIDENTIAL - 2 PER DWELLING UNIT
MINIMUM & DROP-OFF AREA

60

61

TOTAL PARKING SPACES (INCLUDING 2 H.C.
SPACES) & 2 GUEST SPACES OUTSIDE
GARAGE

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, FLORIDA 33154

PH: (305) 868-3665 FAX: (305) 868-3650

E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC

200 BISCAYNE BOULEVARD SUITE 4709

MIAMI, FLORIDA 33131

CIVIL ENG.

HOLLAND ENGINEERING INC.

Civil Engineers

3300 HOLLYWOOD BOULEVARD

HOLLYWOOD, FL 33021

(954) 367-0371 (954) 367-0372 Fax

SUSAN C. HOLLAND, PE

Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.I.A.

1400 N.W. 41 STREET SUITE 101 MIAMI

BEACH, FLORIDA 33149

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING

1150-1160 102 STREET

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

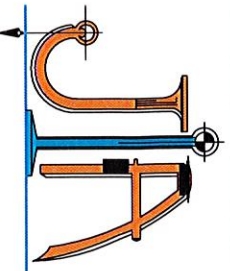
NO. REVISION DATE BY

DRAWING TITLE

SCALE DATE NOVEMBER 13, 2014

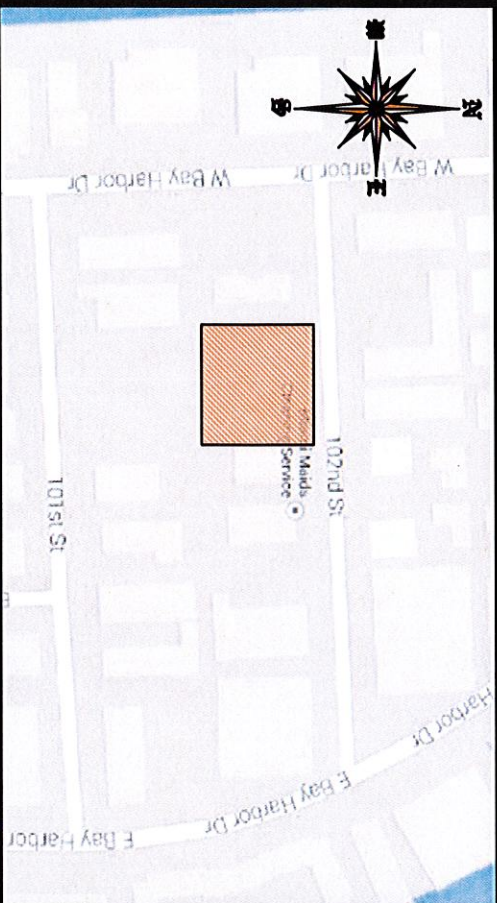
SHEET NUMBER

P&Z SUBMITTAL



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
www.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



VIEW OF SUBJECT PROPERTY



LOCATION SKETCH
SCALE = N.T.S.

LOT 7, 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1310)
LOT 8, 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1320)

ABBREVIATIONS

A	= ARC	E.T.P.	= ELECTRIC TRANSFORMER PAD	O.R.B.	= OFFICIAL RECORDS BOOK	T	= TANGENT
A.C.	= AIR CONDITIONER PAD	ELEV.	= ELEVATION	O.V.H.	= OVERHANG	T.B.M.	= TELEPHONE BOOTH
A.E.	= ANCHOR EASEMENT	ENCOR	= ENCROACHMENT	P.V.H.	= PAVEMENT	T.B.M.	= TEMPORARY BENCHMARK
A.R.	= ALUMINUM ROOF	F.H.	= FIRE HYDRANT	PL.	= PLANTER	T.U.E.	= TECHNOLOGY UTILITY EASEMENT
A.S.	= ALUMINUM SHED	F.I.P.	= FOUND IRON PIPE	P.L.	= PROPERTY LINE	T.S.B.	= TRAFFIC SIGNAL BOX
ASPH.	= ASPHALT	F.I.R.	= FOUND IRON ROD	P.C.	= POINT OF COMPOUND CURVATURE	T.S.P.	= TRAFFIC SIGNAL POLE
B.C.	= BLOCK CORNER	F.F.E.	= FINISHED FLOOR ELEVATION	P.O.T.	= POINT OF TANGENCY	T.M.P.	= TOWNSHIP
B.L.D.G.	= BUILDING	F.N.D.	= FOUND MAIL & DISK	P.O.C.	= POINT OF COMMENCEMENT	U.T.L.	= UTILITY
B.M.	= BENCHMARK	FT.	= FEET	P.O.B.	= POINT OF BEGINNING	U.E.	= UTILITY EASEMENT
B.C.R.	= BROWARD COUNTY RECORDS	F.M.P.	= FEDERAL NATIONAL INSURANCE PROGRAM	P.R.C.	= POINT OF REVERSE CURVATURE	U.P.	= UTILITY POLE
B.O.B.	= BASIS OF BEARING	F.N.	= FOUND NAIL	P.R.M.	= PERMANENT REFERENCE MONUMENT	W.M.	= WATER METER
(C)	= CALCULATED	H.	= HIGH OR (HEIGHT)	P.S.	= PROFESSIONAL LAND SURVEYOR	W.F.	= WOOD FENCE
C.B.	= CATCH BASIN	I.N.B.E.G.	= INGRESS AND EGRESS EASEMENT	P.P.	= POWER POLE	W.R.	= WOOD ROOF
C.B.S.	= CONCRETE BLOCK STRUCTURE	I.C.V.	= IRON FENCE	P.P.S.	= POOL PUMP SLAB	W.V.	= WATER VALVE
C.B.W.	= CONCRETE BLOCK WALL	L.B.	= LICENSED BUSINESS	P.U.E.	= PUBLIC UTILITY EASEMENT	W.	= WATER
CH.	= CHORD	L.P.	= LIGHT POLE	(R)	= RAILROAD DISTANCE	W.	= WOOD FENCE
CH.B.	= CHORD BEARING	L.F.E.	= LOWEST FLOOR ELEVATION	R.	= RAIL ROAD	W.	= WATER VALVE
CH.L.	= CHORD LENGTH	L.M.E.	= LAKE MAINTENANCE EASEMENT	R.R.	= RAIL ROAD	W.	= WATER VALVE
CL.	= CLEAR	(M)	= MEASURED DISTANCE	R.S.	= RESIDENCE	W.	= WATER VALVE
C.O.	= CLEAN OUT	M.B.	= MAIL BOX	R.W.	= RIGHT-OF-WAY	W.	= WATER VALVE
C.L.F.	= CHAIN LINK FENCE	M.D.C.R.	= MIAMI DADE COUNTY RECORDS	RAD.	= RADIUS OR RADIAL	W.	= WATER VALVE
C.M.E.	= CANAL MAINTENANCE EASEMENT	M.E.	= MAINTENANCE EASEMENT	RGE.	= RANGE	W.	= WATER VALVE
CONC.	= CONCRETE	M.H.	= MANHOLE	R.O.E.	= ROOF OVERHANG EASEMENT	W.	= WATER VALVE
C.U.P.	= CONCRETE UTILITY POLE	N.A.P.	= NOT A PART OF	SEC.	= SECTION	W.	= WATER VALVE
C.S.	= CONCRETE PORCH	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SEC.	= SECTION	W.	= WATER VALVE
C.W.	= CONCRETE WALK	N.T.S.	= NOT TO SCALE	SWK.	= SIDEWALK	W.	= WATER VALVE
D.E.	= DRAINAGE EASEMENT	# OR NO.	= NUMBER	S.I.P.	= SET IRON PIPE	W.	= WATER VALVE
D.M.E.	= DRAINAGE MAINTENANCE EASEMENT	OS	= OFFSET	S.P.	= SCREENED PORCH	W.	= WATER VALVE
DRIVE	= DRIVEWAY	O.H.	= OVERHEAD	S.V.	= SEWER VALVE	W.	= WATER VALVE
E.B.	= ELECTRICAL BOX	O.H.L.	= OVERHEAD UTILITY LINES	S.V.	= SECONDS	W.	= WATER VALVE

LEGEND

	= OVERHEAD UTILITY LINES
	= CONCRETE BLOCK WALL
	= CHAIN LINK FENCE
	= IRON FENCE
	= WOOD FENCE
	= BUILDING SETBACK LINE
	= UTILITY EASEMENT
	= LIMITED ACCESS R/W
	= NON-VEHICULAR ACCESS R/W
	= EXISTING ELEVATIONS

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS. IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8.00 FEET.
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

TITLE COMPANY

BY:  **CARLOS IBARRA** (DATE OF FIELD WORK) **07/19/2014**

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER).

REVISED ON: ADDED CONSTRUCTION ELEV 09/24/2014

REVISED ON: _____

DRAWN BY: E.O.

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 1 OF 2

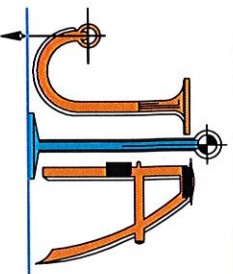
UNDERWRITER

Gary Silberman, P.A.


OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

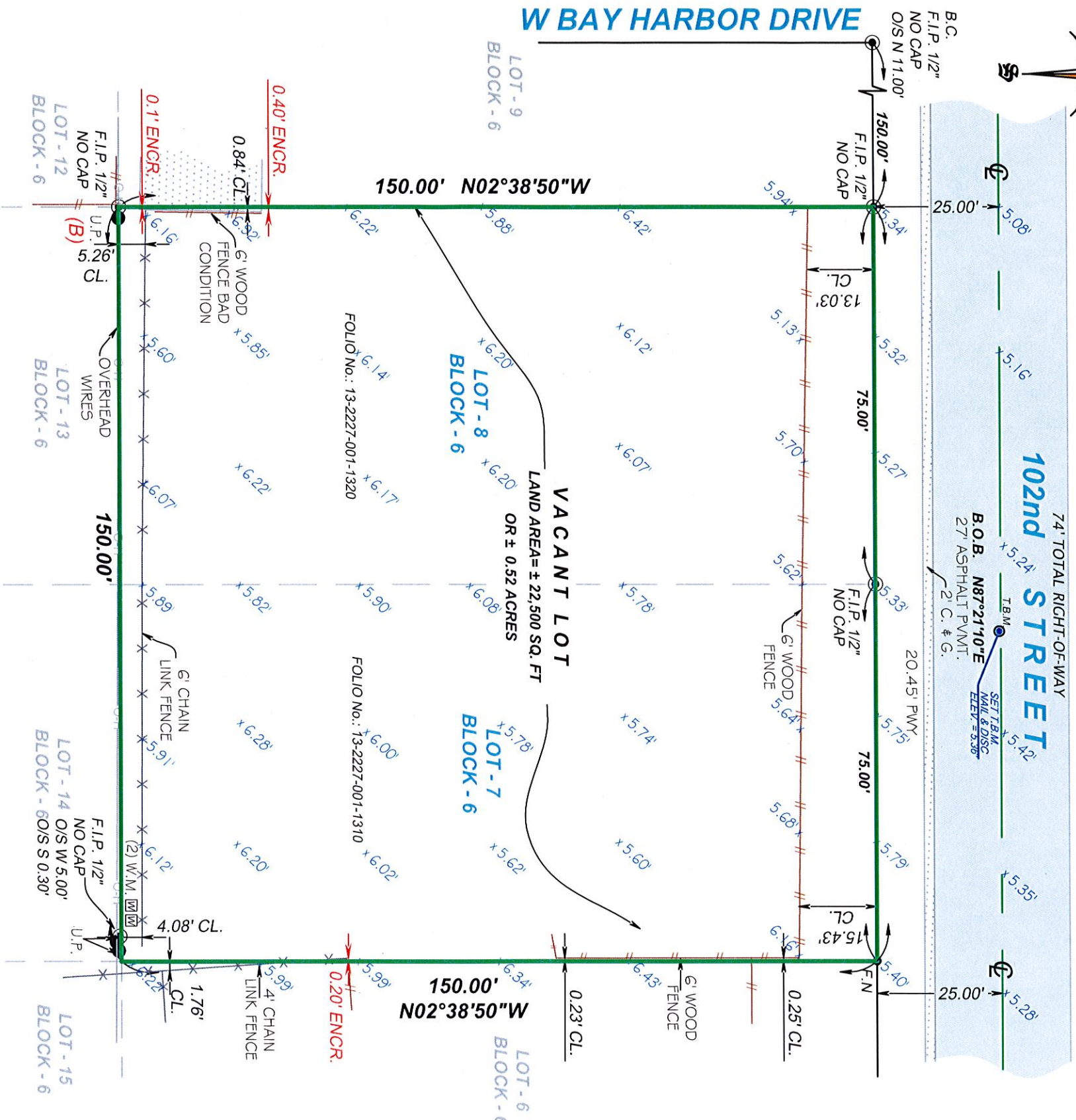
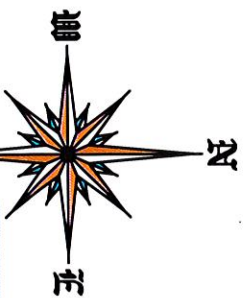
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FAX: (239) 540-2664



MAP OF BOUNDARY SURVEY

LOT 7- 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No.: 13-2227-001-1310)
LOT 8- 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No.: 13-2227-001-1320)



SURVEYOR'S NOTE:

1. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.

LEGAL DESCRIPTION:

LOTS 7 AND 8, BLOCK 6, 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. A/K/A FOLIO No. S 13-227-001-1310 & 13-2227-001-1320.

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL

DRAWN BY: E.O.

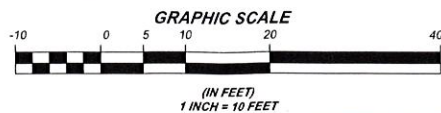
SCALE: 1"=30'

FIELD DATE: 07/19/2014

SURVEY NO.: 14-002548-2

SHEET: 2 OF 2

MAP OF BOUNDARY SURVEY



No.	NAME	DIAMETER R (FT.)	HEIGHT T (FT.)	SPREAD S (FT.)
1	ALEXANDER PALM	0.5	25.00	8.00
2	ALEXANDER PALM	0.5	25.00	8.00
3	ALEXANDER PALM	0.5	25.00	8.00
4	SABAL PALM	0.7	30.00	10.00
5	SABAL PALM	1.0	25.00	15.00
6	ALEXANDER PALM	0.5	25.00	10.00
7	SABAL PALM	0.7	30.00	10.00
8	UMBRELLA	1.2	20.00	12.00
10	ALEXANDER PALM	0.5	25.00	8.00
11	ALEXANDER PALM	0.3	30.00	8.00
12	BRASILIAN PEPPER	3.0	25.00	25.00
13	UMBRELLA	3.0	30.00	20.00
14	SABAL PALM	1.3	15.00	15.00
15	ALEXANDER PALM	0.3	15.00	15.00
16	FICUS	0.7	20.00	20.00
17	SABAL PALM	1.3	30.00	20.00
18	FICUS	0.7	25.00	20.00
19	FICUS	0.8	30.00	25.00
20	FICUS	0.3	30.00	20.00
21	ALEXANDER PALM	0.3	30.00	8.00
22	FICUS	1.2	30.00	25.00
23	FICUS	0.8	30.00	25.00
24	UMBRA	1.2	30.00	25.00
25	SABAL PALM	1.1	30.00	15.00
26	ALEXANDER PALM	0.40	25.00	10.00
27	ALEXANDER PALM (2)	0.4	30.00	10.00
28	ALEXANDER PALM	0.4	30.00	10.00
29	ALEXANDER PALM (2)	0.4	30.00	10.00
30	ALEXANDER PALM	0.3	25.00	8.00
31	ALEXANDER PALM	0.3	30.00	10.00
32	ALEXANDER PALM	0.3	30.00	10.00
33	ALEXANDER PALM (2)	0.3	35.00	10.00
34	ALEXANDER PALM (2)	0.3	35.00	10.00
35	UMBRELLA	2.5	35.00	30.00
36	ALEXANDER PALM	0.3	25.00	8.00
37	ALEXANDER PALM	0.4	35.00	10.00
38	ALEXANDER PALM	0.4	30.00	10.00
39	ALEXANDER PALM	0.4	30.00	10.00
40	ALEXANDER PALM	0.4	35.00	10.00
41	ALEXANDER PALM	0.4	35.00	10.00
42	ALEXANDER PALM	0.4	35.00	10.00
43	ALEXANDER PALM	0.4	35.00	10.00
44	ALEXANDER PALM	0.4	35.00	10.00
45	ALEXANDER PALM	0.4	35.00	10.00
46	ALEXANDER PALM	0.4	35.00	10.00
47	ALEXANDER PALM	0.4	35.00	10.00
48	ALEXANDER PALM	0.4	35.00	10.00
49	ALEXANDER PALM	0.4	35.00	10.00
50	ALEXANDER PALM	0.3	35.00	10.00
51	ALEXANDER PALM	0.4	35.00	10.00
52	ALEXANDER PALM	0.4	35.00	10.00
53	ALEXANDER PALM	0.4	30.00	10.00
54	ALEXANDER PALM	0.4	30.00	10.00
55	ALEXANDER PALM	0.4	30.00	10.00
56	ALEXANDER PALM	0.4	30.00	10.00
57	ALEXANDER PALM	0.4	30.00	10.00
58	ALEXANDER PALM	0.3	25.00	8.00
59	ALEXANDER PALM	0.4	30.00	10.00
60	ALEXANDER PALM	0.4	30.00	10.00
61	ALEXANDER PALM	0.3	15.00	8.00
62	ALEXANDER PALM	0.4	30.00	10.00
63	ALEXANDER PALM	0.4	30.00	10.00
64	SABAL PALM	1.3	25.00	15.00
65	SABAL PALM	1.3	25.00	15.00
66	UMBRELLA	1.8	40.00	25.00
67	SABAL PALM	1.5	35.00	15.00
68	ALEXANDER PALM (2)	0.3	25.00	8.00
69	ALEXANDER PALM (2)	0.3	25.00	8.00
70	AUSTRALIAN PINE	1.5	55.00	15.00
71	AUSTRALIAN PINE	1.5	55.00	15.00
72	AUSTRALIAN PINE	2.0	55.00	15.00
73	FICUS	1.2	20.00	15.00
74	AUSTRALIAN PINE	2.5	55.00	20.00
75	AUSTRALIAN PINE	2.0	55.00	15.00
76	AUSTRALIAN PINE	1.0	55.00	15.00
77	AUSTRALIAN PINE	1.0	55.00	15.00
78	ALEXANDER PALM	0.3	25.00	8.00
79	ALEXANDER PALM	0.4	25.00	8.00
80	ALEXANDER PALM	0.4	25.00	8.00
81	ALEXANDER PALM	0.4	25.00	8.00
82	FICUS	2.0	25.00	20.00
83	FICUS	0.8	25.00	20.00
84	FICUS	2.0	25.00	20.00
85	FICUS	2.0	25.00	20.00
86	FICUS	0.6	30.00	20.00
87	FICUS	0.6	30.00	20.00
88	FICUS	0.6	20.00	20.00

ABBREVIATIONS

[illegible]**PROPERTY ADDRESS:**

LOT 7- 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1310)
LOT 8- 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1320)

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION:

LOTS 7 AND 8, BLOCK 6, 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. A/K/A FOLIO No 'S 13-227-001-1310 & 13-2227-001-1320.

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
 THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
 THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
 LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
 BOUNDARY SURVEYS INVOLVING DRAWING AND/OR CONSTRUCTION OF A PERMANENT OR TEMPORARY RECORD IN THE FIELD CANNOT BE DRAWN AT A GIVEN SCALE AND/OR NOT TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
 EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
 "NOT TO SCALE" MEANS THAT THE DISTANCES SHOWN ARE NOT TO SCALE.
 ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
 UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
 FENCE OWNERSHIP NOT DETERMINED.
 THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES IDENTIFIED HEREON. IT IS NOT TO BE EXTENDED TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN
FLOOD ZONE "AE"
BASE FLOOD ELEVATION 8'00 FEET.
COMMUNITY 120636
PANEL 0144
SUFFIX L
DATE OF FIRM 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY; IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP AND RANGE MARKS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1.7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7606.
4. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAM-DADE COUNTY.
5. ALL SURVEYS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAM-DADE COUNTY BENCH MARK RB-243 LOCATOR NO. 2225 W. ELEVATION IS 6.61 FEET OF N.G.V.D. OF 1929

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS' RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: CARLOS IBARRA 07/19/2014
(DATE OF FIELD WORK)

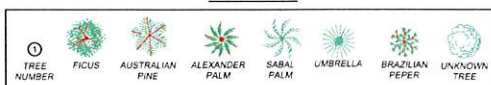
PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER)

REVISIONS:

REVISED ON:	ADDED CONSTRUCTION ELEV. 9/24/2014
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REVISER ON _____ ADDED TREES 10/10/2014

TREE LEGEND



DRAWN BY:	E.O.
-----------	------

FIELD DATE:	07/19/2014
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SURVEY NO: 14 002548 2

0.1500	1.000
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ADJACENT EAST NEIGHBOR



SUBJECT SITE



ADJACENT WEST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
11177 KANE CONOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEER
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1801 S.W. 111 STREET MIAMI, FL 33135
TEL: 305.441.1111 FAX: 305.441.1112

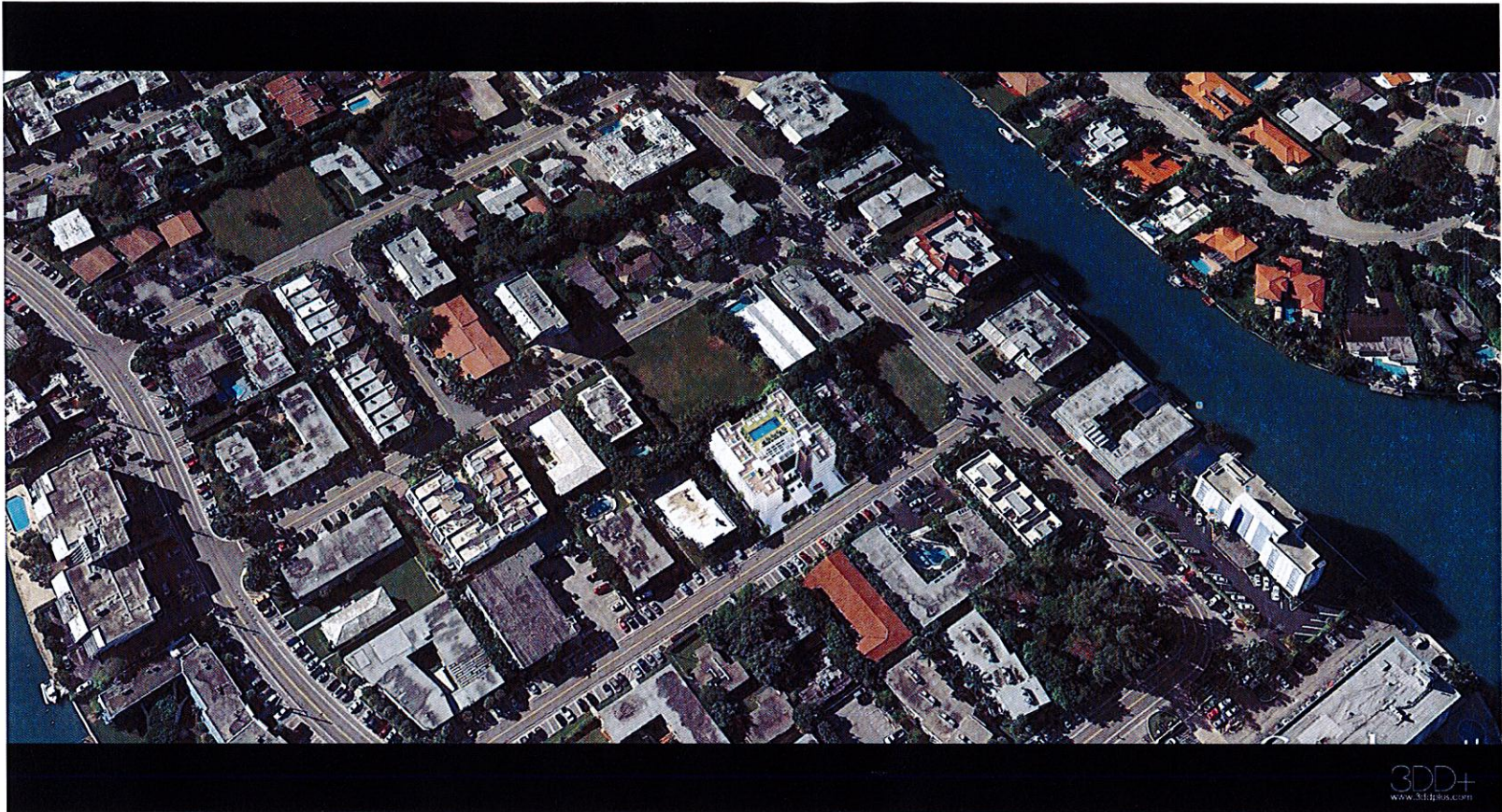
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

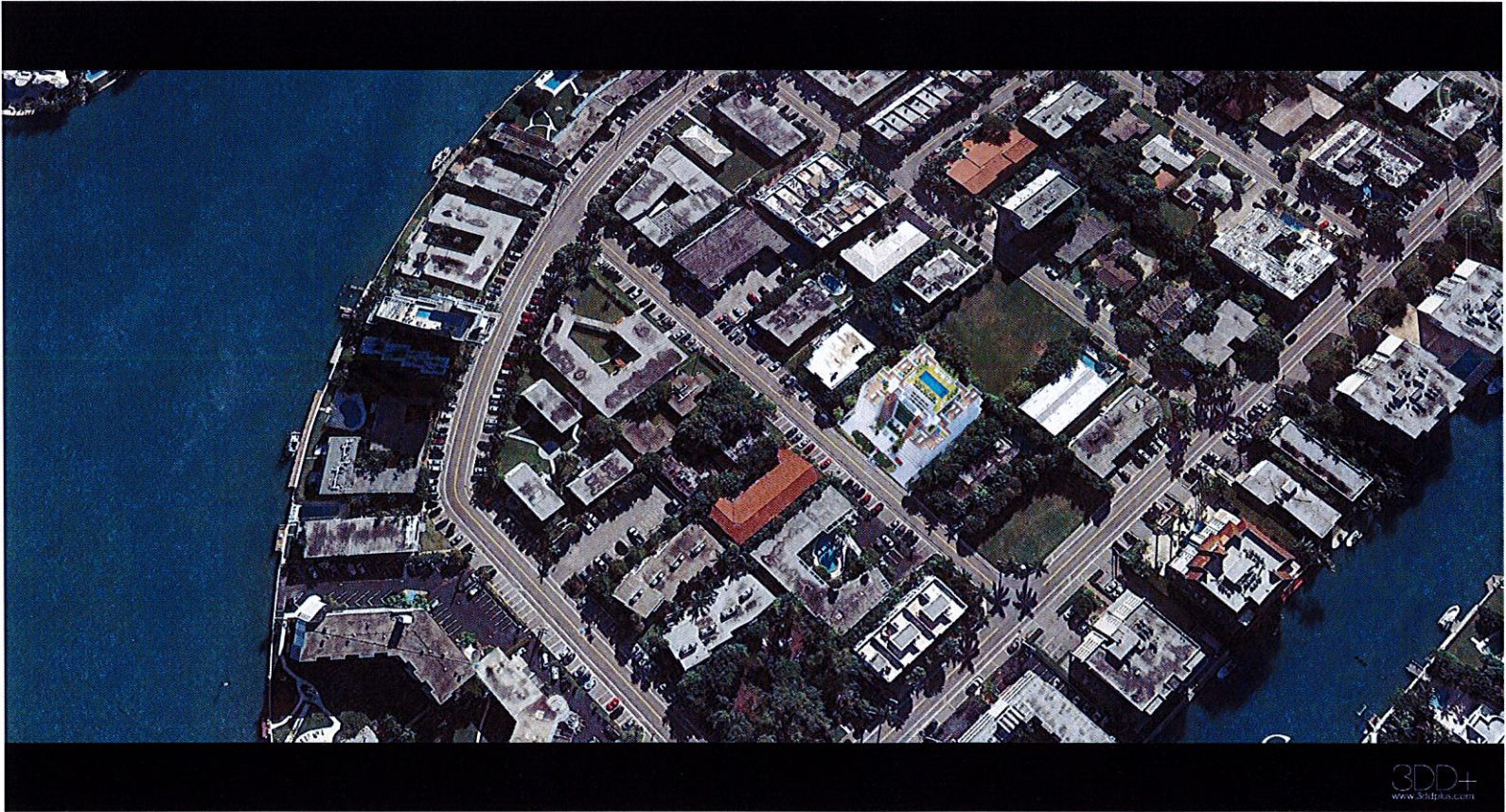
SIGNATURE	DATE	NO.	REVISION	DATE	BY

DRAWING TITLE
CONTEXT
PHOTOS
SCALE DATE NOVEMBER 13, 2014
SHEET NUMBER
A-0.02
P&Z SUBMITTAL



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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

LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 8 STREET MIAMI FL 33135
TEL: 305-444-0000 FAX: 305-444-0001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

**CONTEXT
AERIAL VIEWS**

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.03

P&Z SUBMITTAL



FRONT VIEW WITHOUT SCREEN



FRONT VIEW WITH SCREEN

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, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 11TH STREET SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

PERSPECTIVE RENDERING

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.04

P&Z SUBMITTAL



AERIAL VIEW



STREET VIEW

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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

LE JARDIN , LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

HI 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.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
4001 N. W. 11 STREET MIAMI FL 33154
PHONE: 408-1081 FAX: 31-44-8415

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

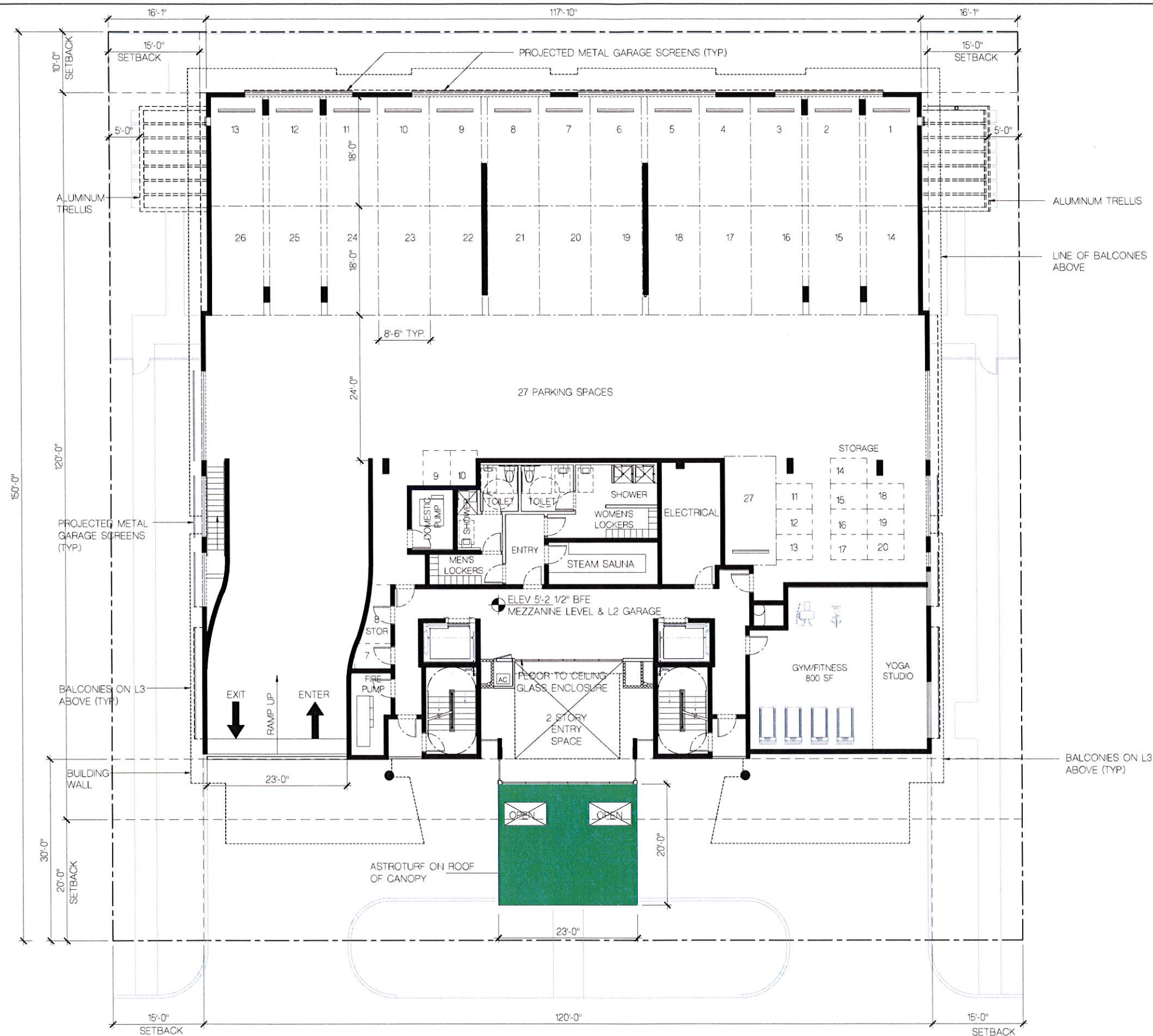
RENDERING

SCALE: DATE: NOVEMBER 13, 2014

SHEET NUMBER

A-0.05

P&Z SUBMITTAL



LEVEL 2 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
JIMMY BENAYOUN, FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 N. W. 11 STREET SUITE 201
MIAMI BEACH, FLORIDA 33139

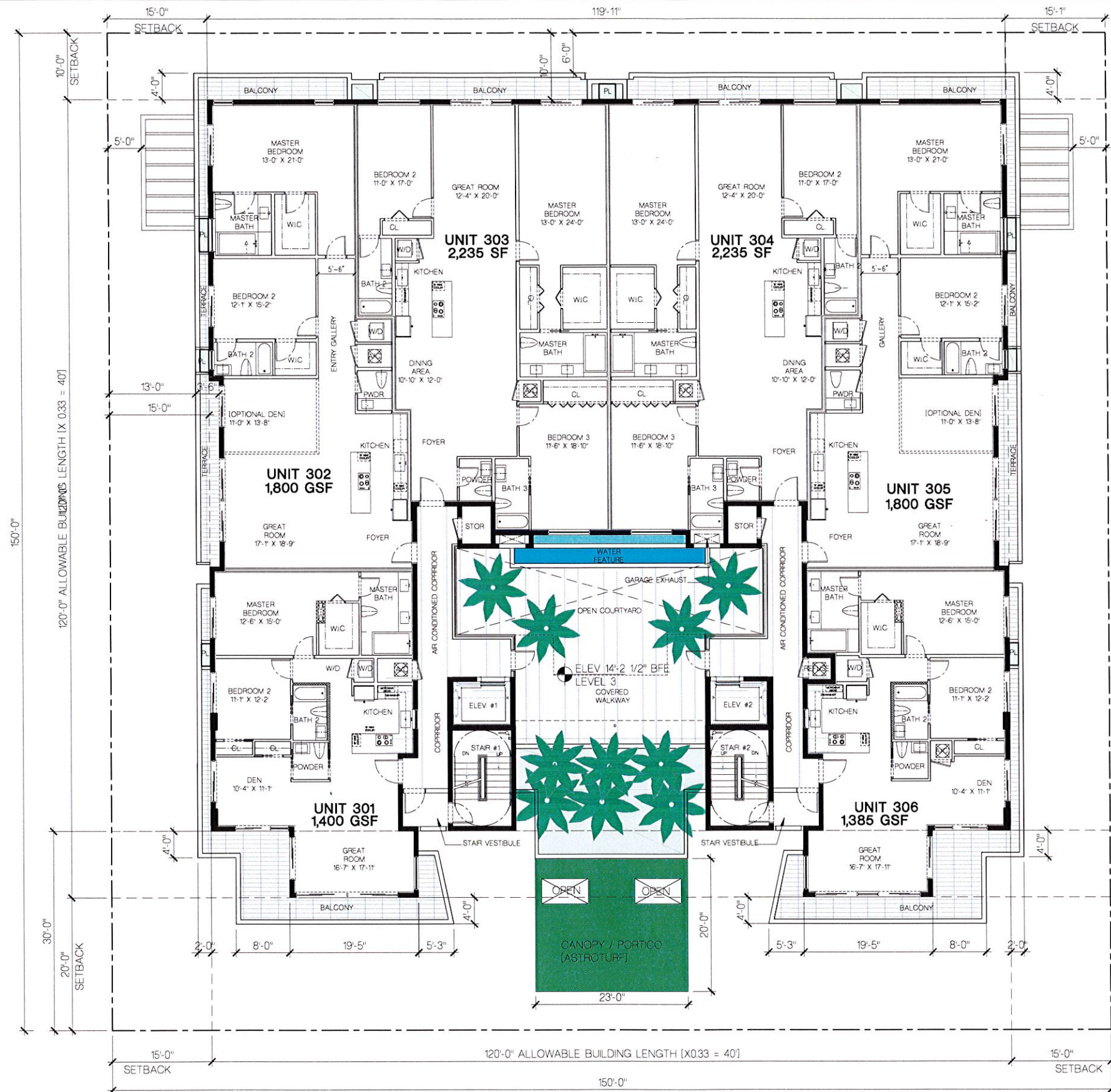
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 2
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-102
P&Z SUBMITTAL



LEVEL 3 FLOOR PLAN [6 UNITS 10,855 GSF]

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4801 N. W. 11th STREET, SUITE 101
FORT LAUDERDALE, FL 33309

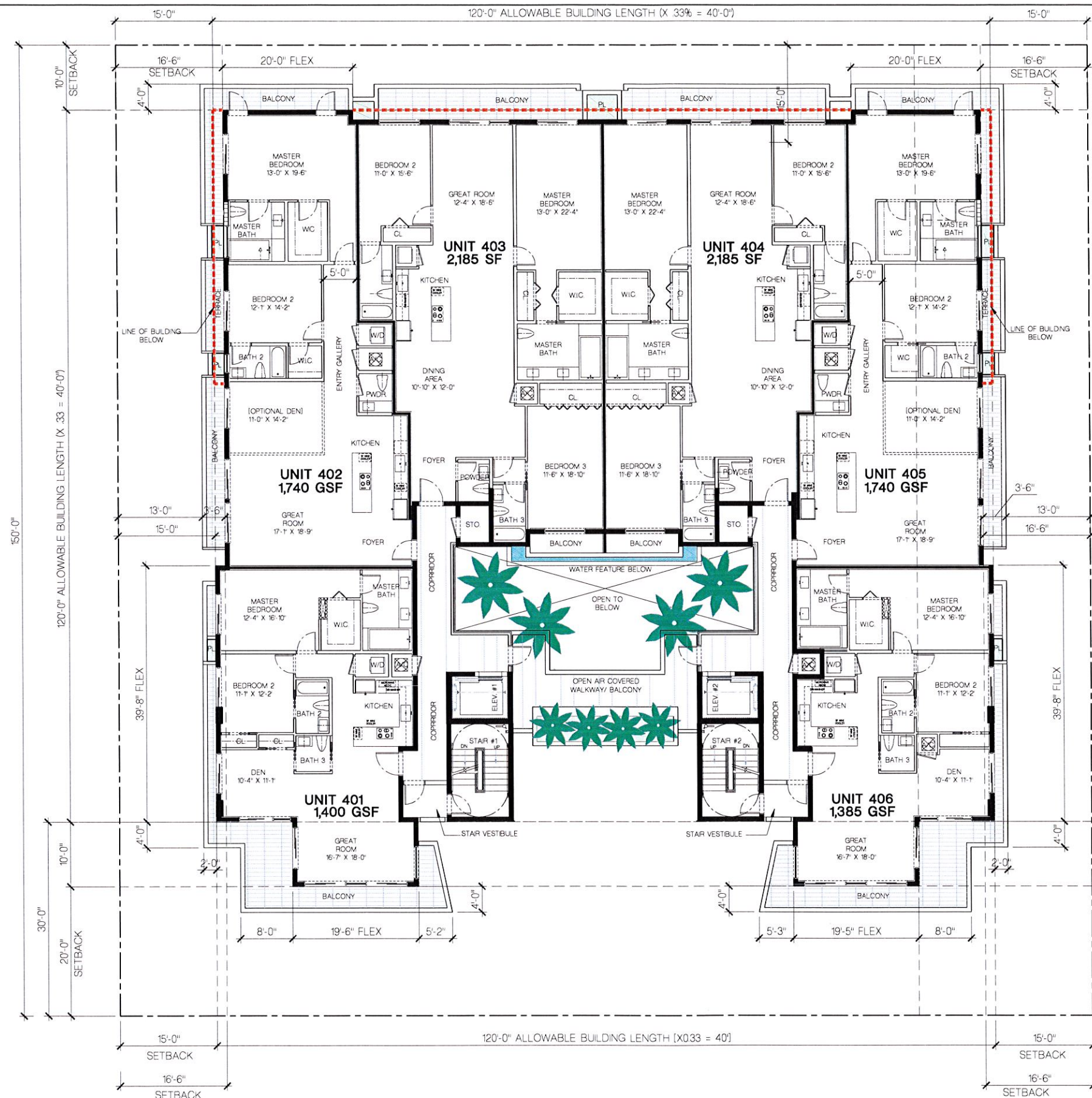
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-103
P&Z SUBMITTAL



LEVEL 4 - FLOOR PLAN [6 UNITS 10,635 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FIDM
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
409 S.W. 11 STREET MIAMI BEACH, FL 33139
TEL: 305-442-9888 FAX: 305-442-9889

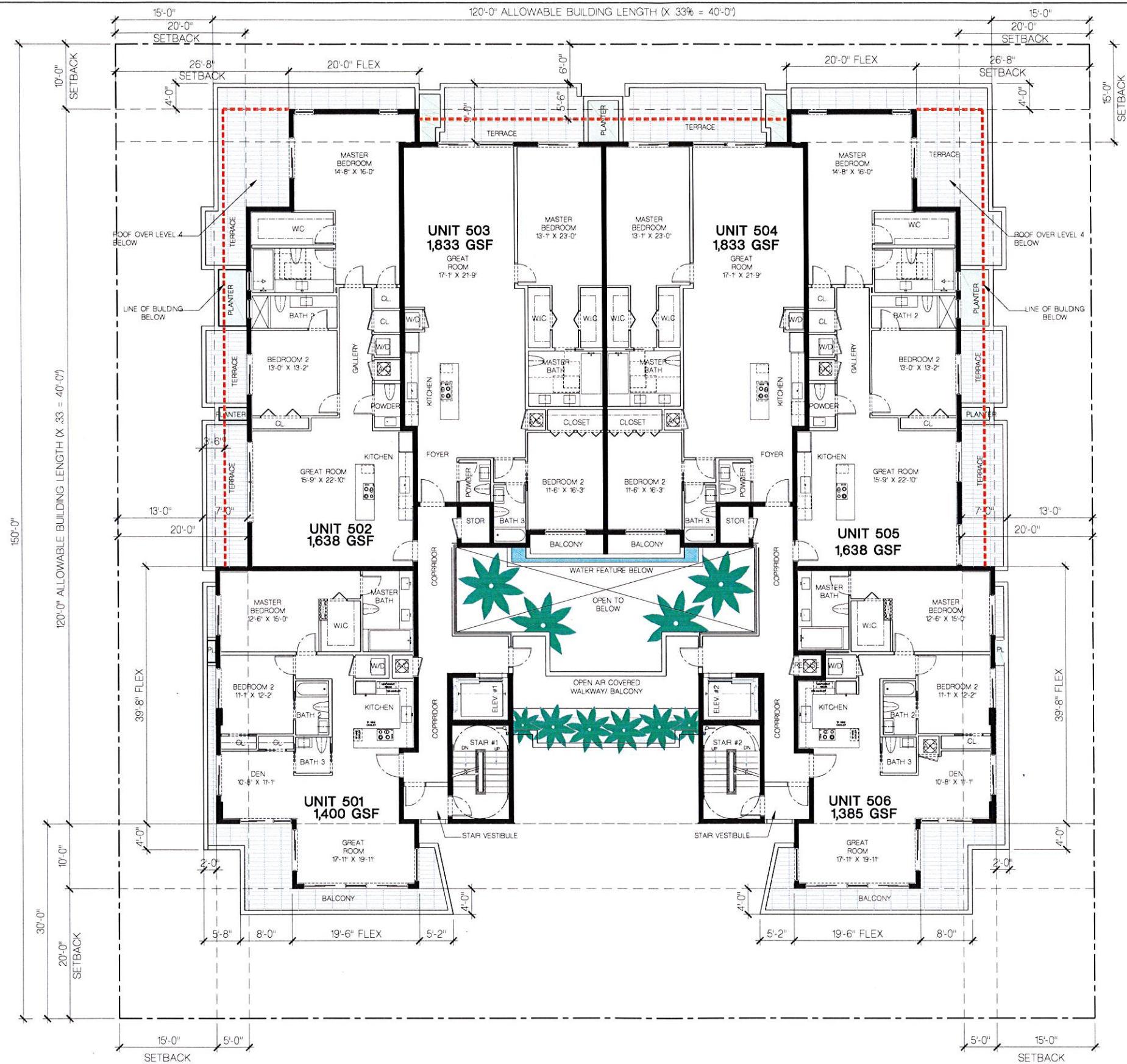
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 4
FLOOR PLAN**
SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-104
P&Z SUBMITTAL



LEVEL 5 - FLOOR PLAN [6 UNITS 9,765 GSF]

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

REVISED
11.03.14

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHILIP BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/03/14
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 ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1802 S.W. 41 STREET SUITE 101
MIAMI, FL 33135

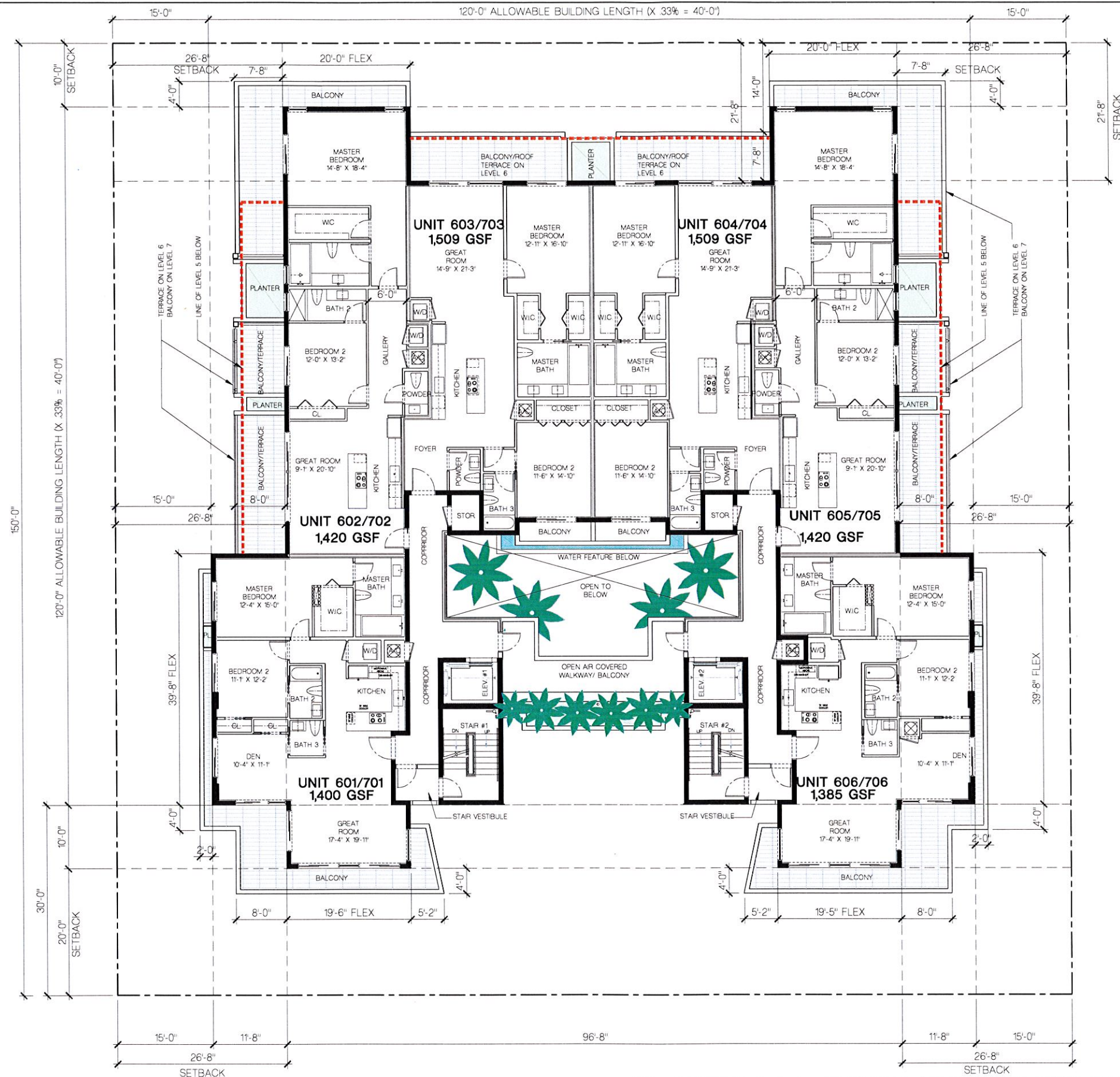
STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 5
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-105
P&Z SUBMITTAL



LEVELS 6 & 7 - FLOOR PLAN [6 UNITS 8,643 SF/FLOOR X 2 = 17,286 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
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, FLORIDA 33154
PH: (305) 888-3665 FAX: (305) 888-3050
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
Civil Engineers
3800 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
400 S.W. 81 STREET MIAMI FL 33135
TEL: 305-454-7800 FAX: 305-454-7801

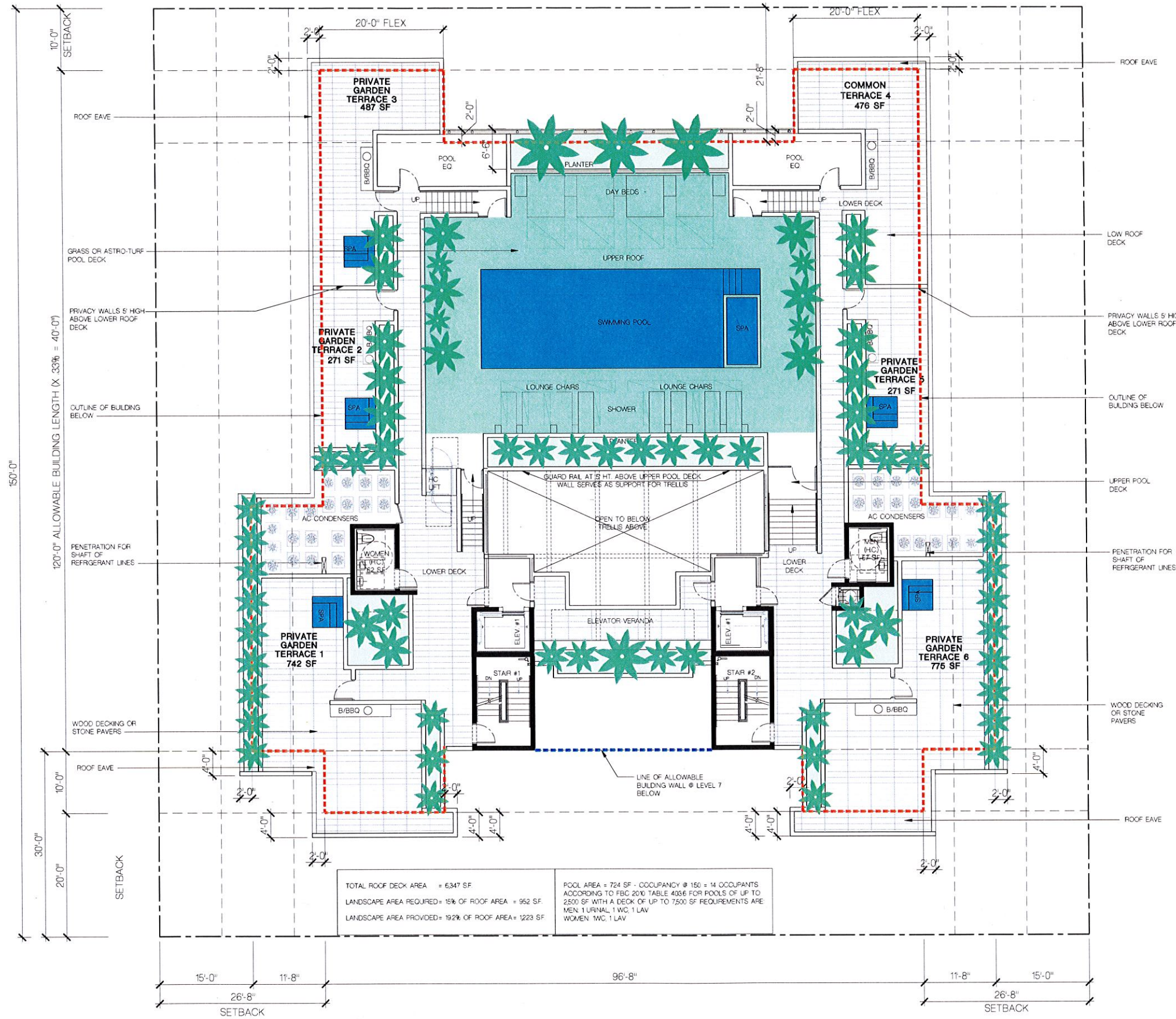
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
	DATE
	BY

DRAWING TITLE
**LEVELS 6-7
FLOOR PLAN**
SCALE 1/8" = 1'-0"
DATE NOVEMBER 13, 2014
SHEET NUMBER
A-106
P&Z SUBMITTAL



TOTAL ROOF DECK AREA = 6,347 SF
LANDSCAPE AREA REQUIRED = 15% OF ROOF AREA = 952 SF
LANDSCAPE AREA PROVIDED = 19.2% OF ROOF AREA = 1,223 SF

POOL AREA = 724 SF - OCCUPANCY @ 150 = 14 OCCUPANTS
ACCORDING TO FBC 2010 TABLE 403.6 FOR POOLS OF UP TO
2500 SF WITH A DECK OF UP TO 7500 SF REQUIREMENTS ARE
MEN 1 URINAL 1 WC 1 LAV
WOMEN 1 WC 1 LAV



ROOF LEVEL 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 WANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH. (305) 868.3665 FAX (305) 868.3655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1401 S.W. 81 STREET SUITE 101 MIAMI
FL 33135 (305) 444-4444

STRUCTURAL ENG.

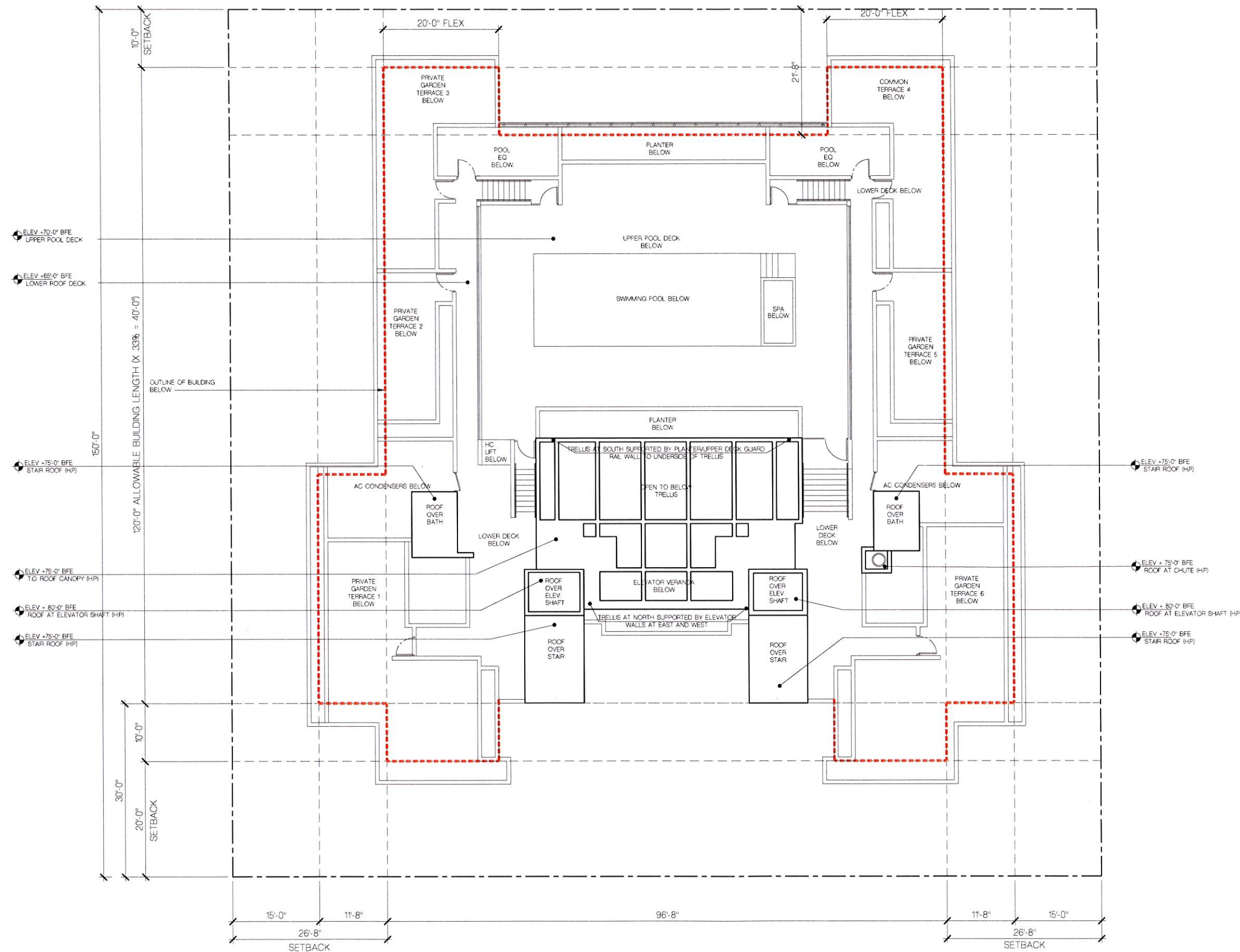
MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
ROOF LEVEL FLOOR PLAN

SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-1.07
P&Z SUBMITTAL



HIGH ROOF PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
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, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 8th STREET, SUITE 1114
MIAMI, FLORIDA 33135

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
HIGH ROOF PLAN
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-108
P&Z SUBMITTAL



NORTH ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FISHMAN,
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

LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3001 N. W. 11 STREET, MIAMI, FL 33154
PH: (305) 868-3665 FAX: (305) 868-3650

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO	REVISION
	DATE
	BY

DRAWING TITLE
NORTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014

SHEET NUMBER
A-2.01

P&Z SUBMITTAL



FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0002145
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0019273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33104
PH: (305) 868-3665 FAX: (305) 868-3665
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WY SUITE 4709
MIAMI, FLORIDA 33101

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEER
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 W. 40 STREET MIAMI FL 33135
PHONE: 305-441-1000 FAX: 305-441-1001

STRUCTURAL ENG.

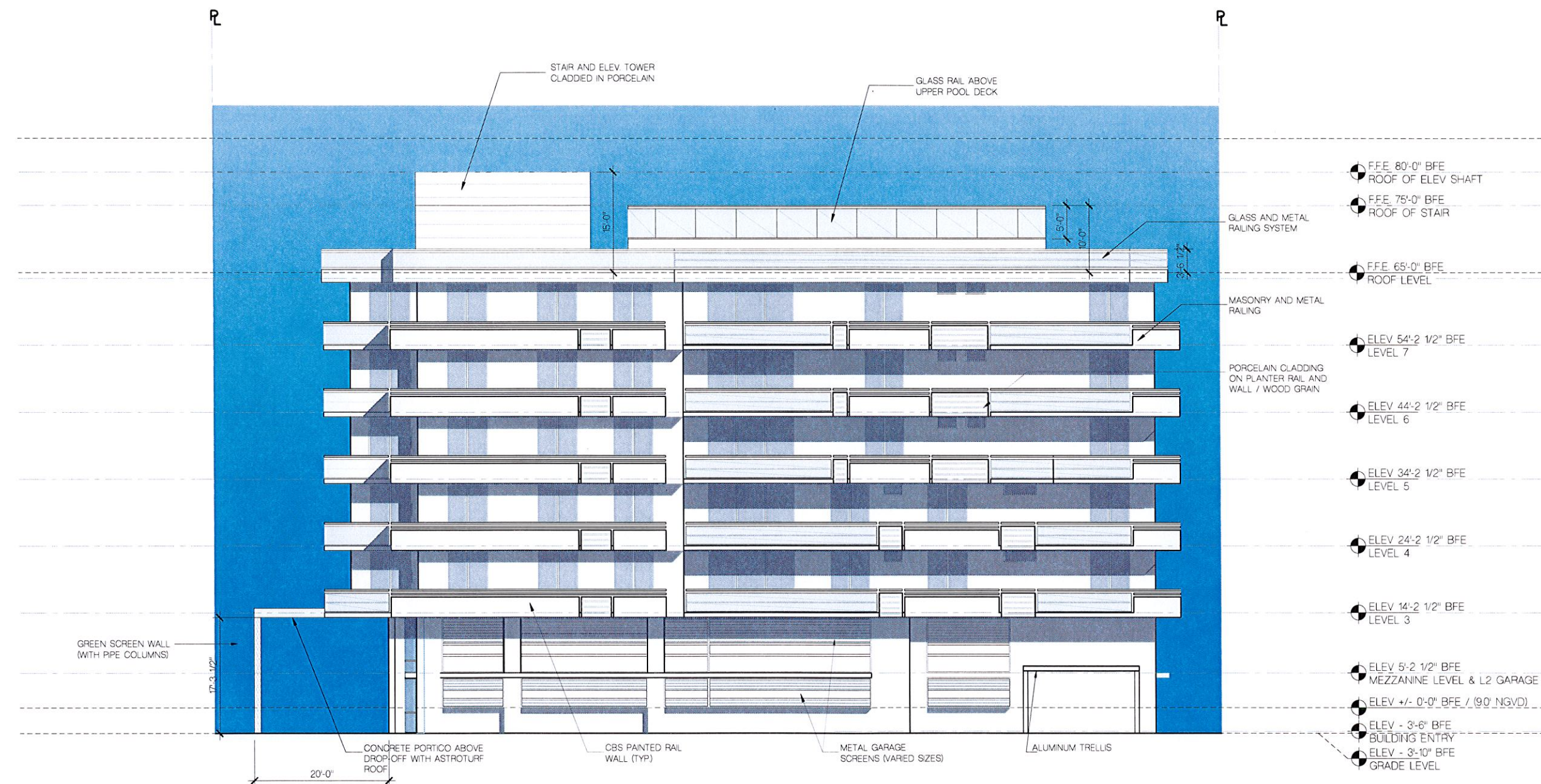
MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33104

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

PROJECT TITLE:
NORTH ELEVATION
SCALE: 1/8" = 1'-0"
SHEET NUMBER: **A-2.01**
DATE: OCTOBER 16, 2014
7/2 SUBMITTAL

NORTH LANDSCAPE ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHILIP BENAYOUN, P.E.
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
1500 S.W. 81 STREET MIAMI BEACH, FL 33141
770.255.4000 FAX 770.255.4000

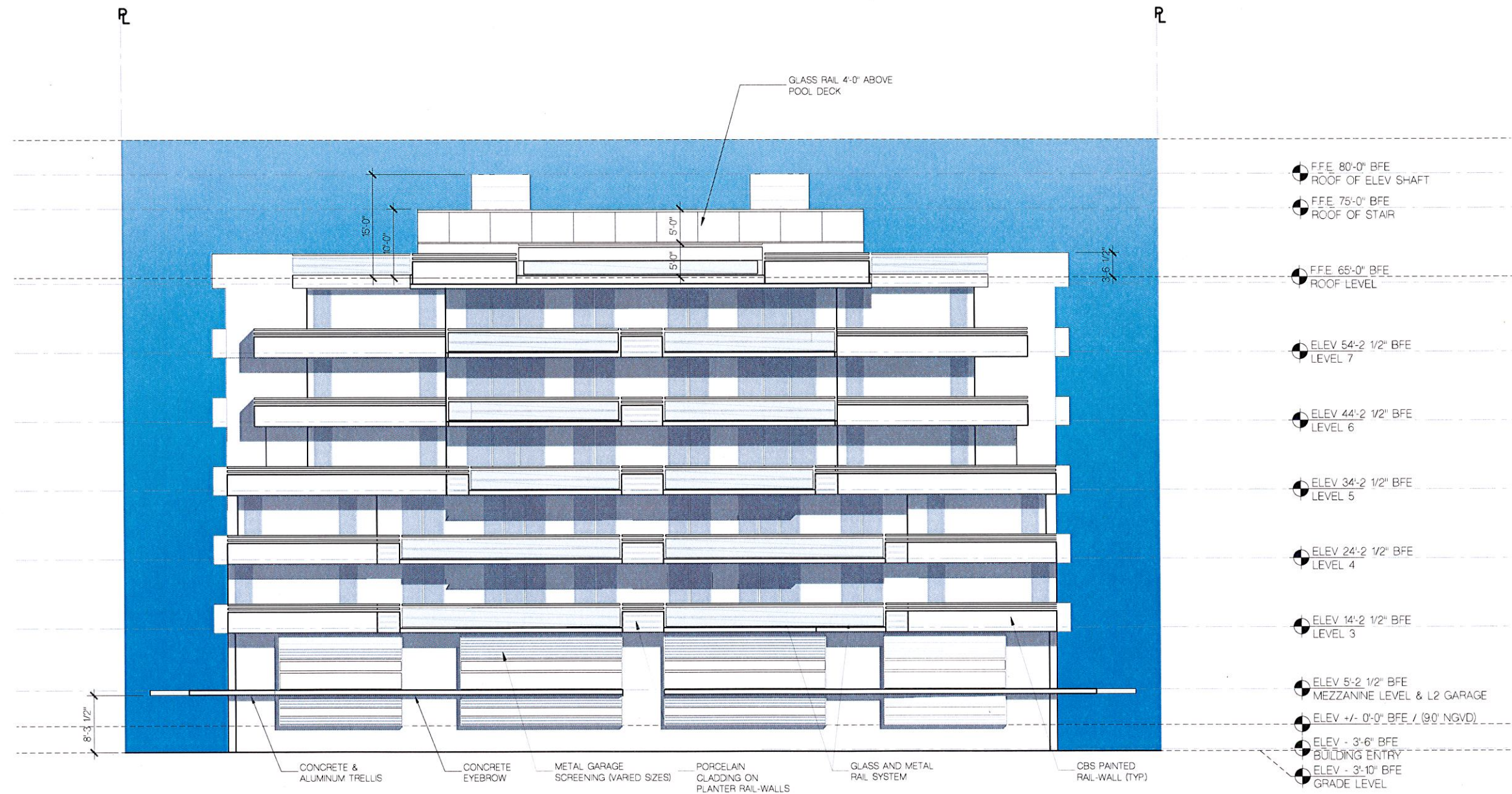
STRUCTURAL ENG.

M.E.P. ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
WEST ELEVATION
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-2.02
P&Z SUBMITTAL



FRANKEL BENAYOUN
 ARCHITECTS INC.
 ARCHITECTS PLANNERS INTERIOR DESIGN
 LICENSE NO. AA-C001454
 MARKUS A. FRANKEL
 LICENSE NO. AR0007143
 IFHAT BENAYOUN FISHMAN
 LICENSE NO. AR0017273
 11177 KANE CONCOURSE, SUITE 120
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH: (305) 868.3665 FAX: (305) 868.3650
 E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
 200 BISCAYNE BOULEVARD WAY SUITE 4709
 MIAMI, FLORIDA 33131

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.
GEOMANTIC
 DESIGNS, INC.
 LANDSCAPE ARCHITECTURE
 ROBERT PARSLEY A.S.I.A.
 1111 S. W. 111 STREET MIAMI BEACH, FL 33139

STRUCTURAL ENG.
 MECH. ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION

SCALE 1/8" = 1'-0"
 DATE NOVEMBER 13, 2014
 SHEET NUMBER
A-2.03
 P&Z SUBMITTAL

SOUTH ELEVATION
SCALE 1/8" = 1'-0"



SOUTH LANDSCAPE ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001184
MARKUS A. FRANKEL
L. LICENSE NO. AR0001143
OFFICE: FRANKEL BENAYOUN FISHMAN
L. LICENSE NO. AR0017273

1177 KAHUNA DRIVE, SUITE 1100
DAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.2652 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC
200 BISCAYNE BOULEVARD SUITE 4709
MIAMI, FLORIDA 33133

DATE

HOLLAND ENGINEERING INC.
civil engineer
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 267-0371 / (954) 267-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
HAWAII STREET, SUITE 1100
DAY HARBOR ISLANDS, FLORIDA 33154

STRUCTURAL ENGINEER

M.E.P. ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
DAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

SOUTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: OCTOBER 12, 2014
SHEET NAME: A-2.03

P&Z SUBMITTAL



EAST LANDSCAPE ELEVATION

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

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LIC/ENSE. NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 WARE CONCOURSE, SUITE 150
BAY HARBOR ISLANDS FLORIDA 33154
PH: (305) 888-2665 FAX: (305) 888-2655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 / (954) 367-0272 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3000 N. 11 STREET SUITE 200
MIAMI, FL 33131 FAX: 305-464-4444

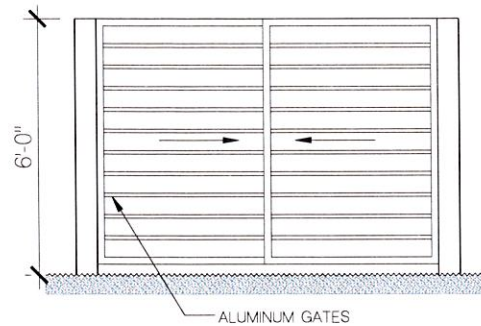
STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS FLORIDA 33154

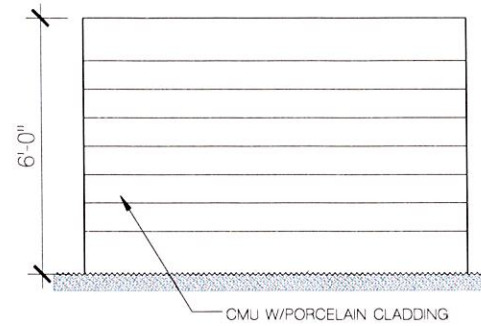
SIGNATURE DATE
BY: PROJECT: DATE: BY:

DRAWING TITLE
EAST ELEVATION
SCALE: 1/8" = 1'-0" DATE: OCTOBER 14, 2014
SHEET NUMBER
A-2.04
P&Z SUBMITTAL



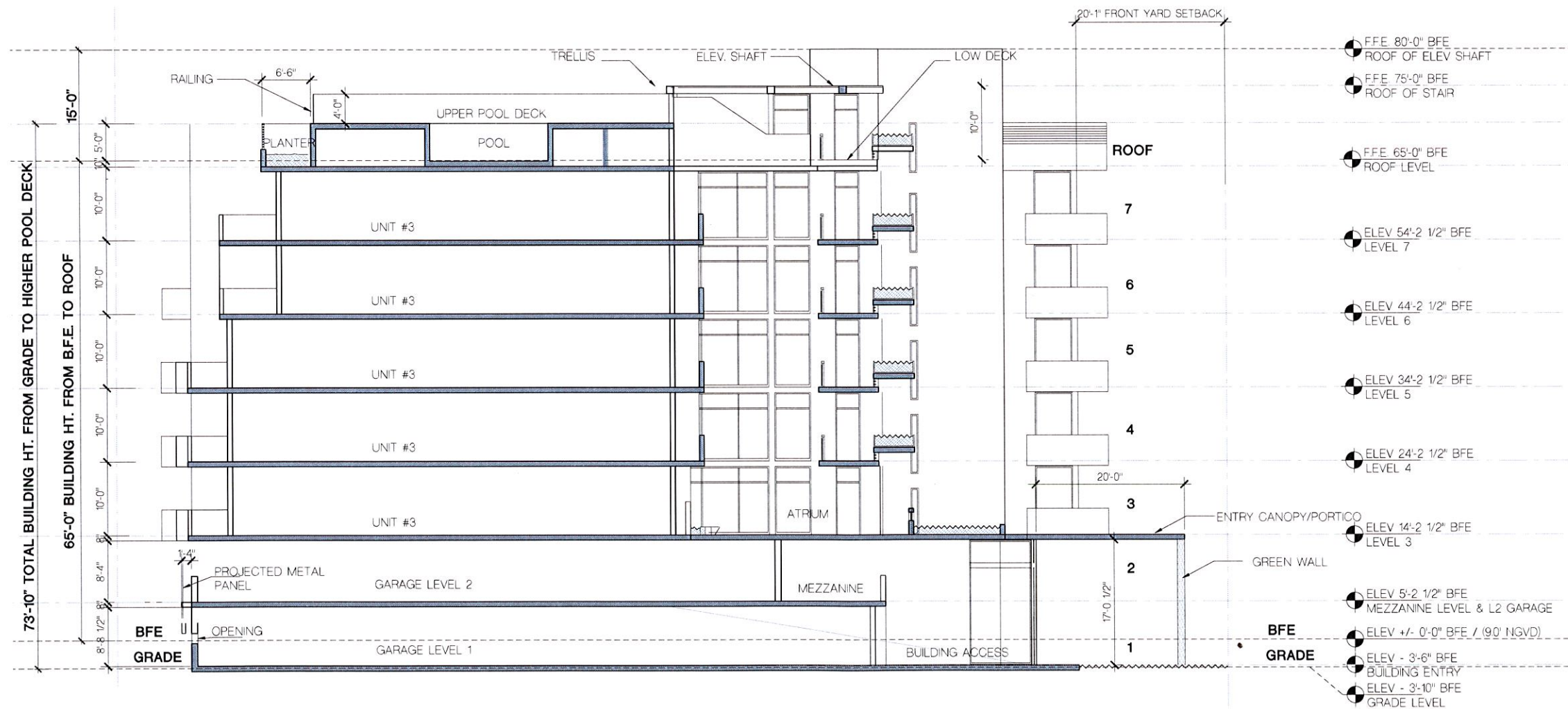
DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



BUILDING SECTION

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. AR0012273
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1805 W. 41 STREET MIAMI, FL 33135
PHONE: 305-441-1000 FAX: 305-441-1001

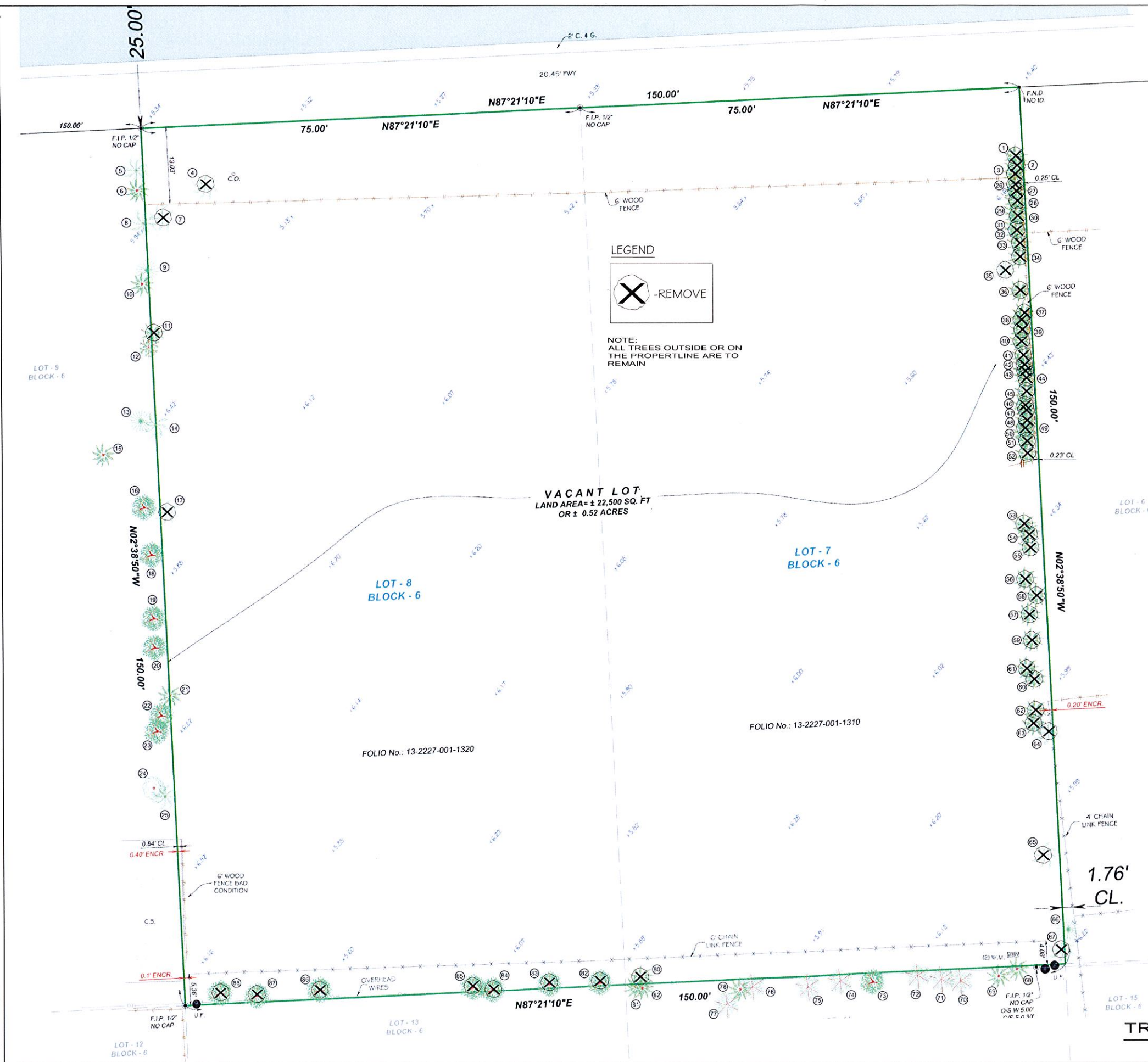
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
LEVEL 1 FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-3.01
P&Z SUBMITTAL



TREE TABLE			
No.	NAME	DBH (IN)	HT (FT)
1	ALEXANDER PALM	0.5	25.00
2	ALEXANDER PALM	0.5	25.00
3	ALEXANDER PALM	0.5	25.00
4	SABAL PALM	0.7	30.00
5	SABAL PALM	1.0	25.00
6	ALEXANDER PALM	0.5	25.00
7	SABAL PALM	0.7	30.00
8	SABAL PALM	1.2	20.00
9	UMBRELLA	0.5	25.00
10	ALEXANDER PALM	0.3	30.00
11	ALEXANDER PALM	0.3	30.00
12	BRASILIAN PEPPER	3.0	25.00
13	UMBRELLA	3.0	30.00
14	SABAL PALM	1.3	15.00
15	ALEXANDER PALM	0.3	15.00
16	FICUS	0.7	30.00
17	SABAL PALM	1.3	20.00
18	FICUS	0.7	25.00
19	FICUS	0.8	30.00
20	FICUS	0.3	30.00
21	ALEXANDER PALM	0.3	30.00
22	FICUS	1.2	30.00
23	FICUS	0.8	30.00
24	UNION	1.0	30.00
25	SABAL PALM	1.3	30.00
26	ALEXANDER PALM	0.40	25.00
27	ALEXANDER PALM (2)	0.4	30.00
28	ALEXANDER PALM	0.4	30.00
29	ALEXANDER PALM (2)	0.4	30.00
30	ALEXANDER PALM	0.3	25.00
31	ALEXANDER PALM	0.3	30.00
32	ALEXANDER PALM	0.3	30.00
33	ALEXANDER PALM (2)	0.3	35.00
34	ALEXANDER PALM (2)	0.3	35.00
35	UMBRELLA	2.5	35.00
36	ALEXANDER PALM	0.3	25.00
37	ALEXANDER PALM	0.4	35.00
38	ALEXANDER PALM	0.4	30.00
39	ALEXANDER PALM	0.4	30.00
40	ALEXANDER PALM	0.4	35.00
41	ALEXANDER PALM	0.4	35.00
42	ALEXANDER PALM	0.4	35.00
43	ALEXANDER PALM	0.4	35.00
44	ALEXANDER PALM	0.4	35.00
45	ALEXANDER PALM	0.4	35.00
46	ALEXANDER PALM	0.4	35.00
47	ALEXANDER PALM	0.4	35.00
48	ALEXANDER PALM	0.4	35.00
49	ALEXANDER PALM	0.4	35.00
50	ALEXANDER PALM	0.3	35.00
51	ALEXANDER PALM	0.4	35.00
52	ALEXANDER PALM	0.4	35.00
53	ALEXANDER PALM	0.4	30.00
54	ALEXANDER PALM	0.4	30.00
55	ALEXANDER PALM	0.4	30.00
56	ALEXANDER PALM	0.4	30.00
57	ALEXANDER PALM	0.4	30.00
58	ALEXANDER PALM	0.3	25.00
59	ALEXANDER PALM	0.4	30.00
60	ALEXANDER PALM	0.4	30.00
61	ALEXANDER PALM	0.3	15.00
62	ALEXANDER PALM	0.4	30.00
63	ALEXANDER PALM	0.4	30.00
64	SABAL PALM	1.3	25.00
65	SABAL PALM	1.3	25.00
66	UMBRELLA	1.8	40.00
67	SABAL PALM	1.5	35.00
68	ALEXANDER PALM (2)	0.3	25.00
69	ALEXANDER PALM (2)	0.3	25.00
70	AUSTRALIAN PINE	1.5	55.00
71	AUSTRALIAN PINE	1.5	55.00
72	AUSTRALIAN PINE	2.0	55.00
73	FICUS	1.2	20.00
74	AUSTRALIAN PINE	2.5	55.00
75	AUSTRALIAN PINE	2.2	55.00
76	AUSTRALIAN PINE	1.0	55.00
77	AUSTRALIAN PINE	1.0	55.00
78	ALEXANDER PALM	0.3	25.00
79	ALEXANDER PALM	0.4	25.00
80	ALEXANDER PALM	0.4	25.00
81	ALEXANDER PALM	0.4	25.00
82	FICUS	2.0	25.00
83	FICUS	0.6	25.00
84	FICUS	2.0	25.00
85	FICUS	2.0	25.00
86	FICUS	0.8	20.00
87	FICUS	0.8	20.00
88	FICUS	0.6	20.00

TREE DISPOSITION PLAN
SCALE: 1" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIORS DESIGN

LICENSE NO. AA-001494
MARKUS A. FRANKEL
LICENSE NO. ARD001443
ITAI BENAYOUN FISHMAN
LICENSE NO. ARD017273

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

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD, WY. SUITE 4709
MIAMI, FLORIDA 33137

CIVIL ENG.

HOLLAND ENGINEERING INC.
Civil Engineers
3506 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL. 33021
(954) 357-0371 / (954) 357-0372 Fax
SUSAN C. HOLLAND, PE
Reg. No. 47831

LANDSCAPE ARCH.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 11TH STREET, SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEY ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____ DATE _____

NO.	REVISION	DATE	BY

DRAWING TITLE

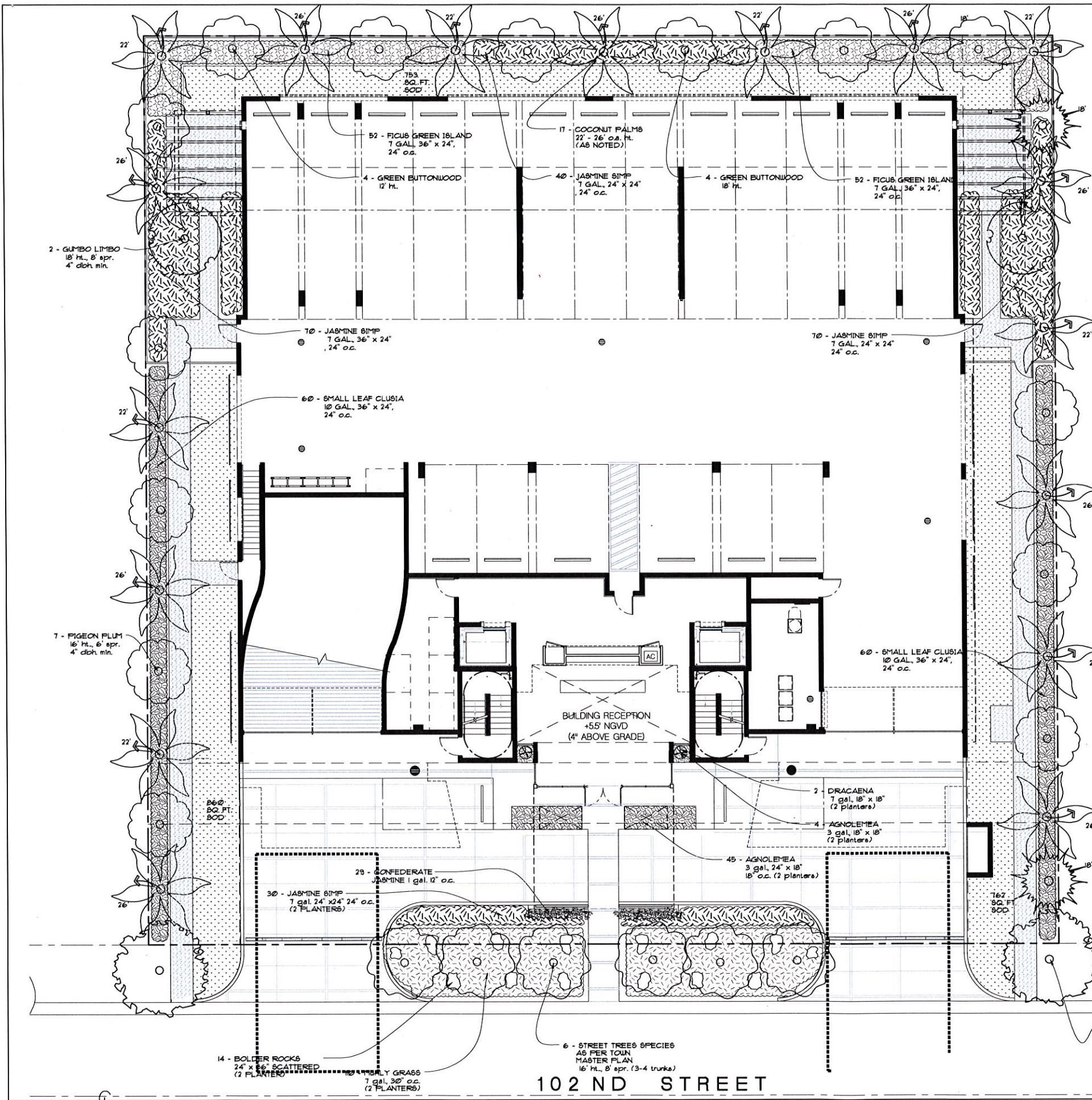
Survey

SCALE _____ DATE OCTOBER 13, 2014

SHEET NUMBER

D-1

F&Z BOARD SUBMITTAL



Town of Bay Harbor Island				
Landscape Code (Sec. 24-16) Requirements				
Multi-Family Residential - Townhouse Sites (RM-1, RM-2, RM-3)				
Property Address: 1150-1160 102 Street Bay Harbor Island, 33154				
Net Lot Area Acres	0.519	Net Lot Area (Sq. Ft.)	22,500	
A. Open Space Requirement				
Net Lot Area	22,500	S.F. x 20% = 4,500	REQUIRED	PROVIDED
			Min. 4,500	5,577
B. Maximum Lawn Area Allowed				
Req. open space	4,500	S.F. x 60% = 2,700	Max. 2,700	2,284
C. Shade Trees Required				
1. 28 trees/acre	28 x 0.519	Required Trees	15	122
2. Native Species Required	50%	Required Trees	8	28
3. Drought Tolerant and Low Maintenance Species Required - 50%	50%	Required Trees	7	73
(NOTE: No more of required trees can be palms)				
D. Shrubs Required				
1. 10 shrubs/required per tree	Required Shrubs	150	2,339	
2. Native Species Required - 30%	Required Shrubs	45	780	
3. Drought Tolerant and Low Maintenance Species Required - 50%	Required Shrubs	75	216	
Minimum Tree Height - 5 Plus bldg.				
I. 25% of trees to be minimum 12' ft. ht.	Required Trees	4	4	
II. 50% of trees to be minimum 16' ft. ht.	Required Trees	7	7	
III. 25% of the trees to be minimum 18' ft. ht.	Required Trees	4	4	
(Note: Maximum 25% Palms of required trees, I. 14', II. 22', III. 22' min. ht.)				
Street Trees (1 per 35' of frontage) = 150				
(Note: Street trees are not included in required tree calculation)				
R PLANT LIST				
QTY	COMMON NAME	BOTANICAL NAME	Drought Tolerant	SIZE / REMARKS
Trees and Palms				
4	Alexander Palm (spl.)	Ptychosperma elegans		15 o.e. 25 gal.
2	Alexander Palm (spl.)	Ptychosperma elegans		20 o.e. 45 gal.
10	Christmas Palms	Adonis merillii		10-15 ft. 45 gal. (opt.)
6	Coconut Palms	Cocos nucifera	6	15 - 20 o.e. ht., 30 gal.
17	Coconut Palms	Cocos nucifera	17	22 - 28 ft. ht., 55 gal.
17	Florida Thatch Palm	Thrinax radiata	10	6 ft. ht., 25 gal.
2	Gumbo Limbo	Bursera simaruba		18 ft. x 8 spr. 45 gal. 4' dbh.
12	Lady Palm	Rhapis excelsa		6 ft. ht., 10 gal.
9	Montgomery Palms	Veitchia montgomeryana		18 ft. x 8 spr. 4' dbh. min.
2	STREET TREE SPECIES PER TOWN MASTER PLAN			10 - 15' 22 o.e. 65 gal.
7	Pigeon Plum	Coccoloba diversifolia	7	16 o.e. ht. x 7 spr. 45 gal.
4	Green Buttonwood	Podocarpus erectus	4	12 o.e. ht. x 6 spr. 65 gal.
4	Green Buttonwood	Podocarpus erectus	4	18 o.e. ht. x 6 spr. 65 gal.
24	Ponytail Palm	Beaucarnea recurvata	24	4 ft. x 3 spr. 15 gal.
1	Sabal Palm	Sabal palmetto	1	18 o.e. Botted B&B
6	STREET TREE SPECIES PER TOWN MASTER PLAN			16 ft. x 6 spr. 45 gal.
2	Sylvester Date Palm	Phoenix sylvesteria		26 o.e. 20 g.w.
122	Total	28	73	
Shrubs and Groundcovers & Vines				
53	Agaloma 'Silver Bay'	Agaloma		3 gal. 18" o.c.
237	Asparagus	Asparagus Foxtail		3 gal. 18" o.c.
39	Bromeliad	Alcantarea imperialis		10 gal. 30" - 30" ht.
23	Bromeliad	Alcantarea imperialis		7 gal. 24" - 24" ht.
163	Confederate Jasmine	Trachelospermum jasminoides		3 gal. 12" o.c.
220	Natal Plum	Cassia macrocarpa		3 gal. 18" o.c.
186	Ficus 'Green Island'	Ficus microcarpa 'Green Island'		7 gal. 24" ht. 24" o.c.
382	Ficus 'Green Island'	Ficus microcarpa 'Green Island'		3 gal. 12" o.c.
6	Ficus Agave	Furcraea florida 'Virens'		10 gal. 30" - 30" ht.
110	Florida Munny Grass	Nanthelegia capillaris		7 gal. 30" ht. 30" o.c.
340	Golden Creeper	Variegata pittosporum	170	3 gal. 18" o.c.
210	Jasmine Simp	Jasminum volubile		7 gal. 24" x 24" 24" o.c.
120	Small Leaf Clusia	Clusia guineensis	45	7 gal. 30" o.c.
2	Song of India	Dracaena Reflexa		7 gal. 24" x 18"
248	White Indian Hawthorn	Raphicarpis indica		7 gal. 24" o.c.
2,339	Total	780	216	
2,284 Total S. Augustine Sod ground floor				
1,450 Total Artificial Sod on roof by: "SYNLAWN" see L-7				
PLANTING NOTES				
1. IF THERE ARE ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN VERSUS QUANTITIES FROM PLANT LIST, THE PLANS TAKE PRECEDENCE.				
2. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC SPRINKLER SYSTEM w/ 100% COVERAGE AND 100% OVERLAP BETWEEN HEADS.				
3. LANDSCAPE BEDS IN SOD AREAS MUST BE GRADED SO WATER IS SAND / TOPSOIL MIX.				
4. ALL SOD AREAS TO RECEIVE 2" OF 80/20 LAKE WALES FLORATAM.				
5. MULCH ALL PLANTING BEDS WITH 3" OF CYPRESS OR EUCALYPTUS MULCH.				
6. PLANTING BEDS SHOULD RECEIVE 4" OF QUARTERS MIX PLANTING SOL.				
7. ALL SOD AREAS TO BE ST. AUGUSTINE PALMETTO, SOD SOD.				
8. ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.				

LANDSCAPING:

SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED (20%) = 4,500 SF
LANDSCAPE AREA PROVIDED (25%) = 5,577 SF

LEVEL 1 PLANTING 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, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.

GEOMANTIC
DESIGNS, INC.

LANDSCAPE ARCHITECTS

ROBERT PARSLEY A.S.L.A.

1000 N. W. STREET, MIAMI, FL 33136
PHONE: 305-441-1111 FAX: 305-441-1112

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

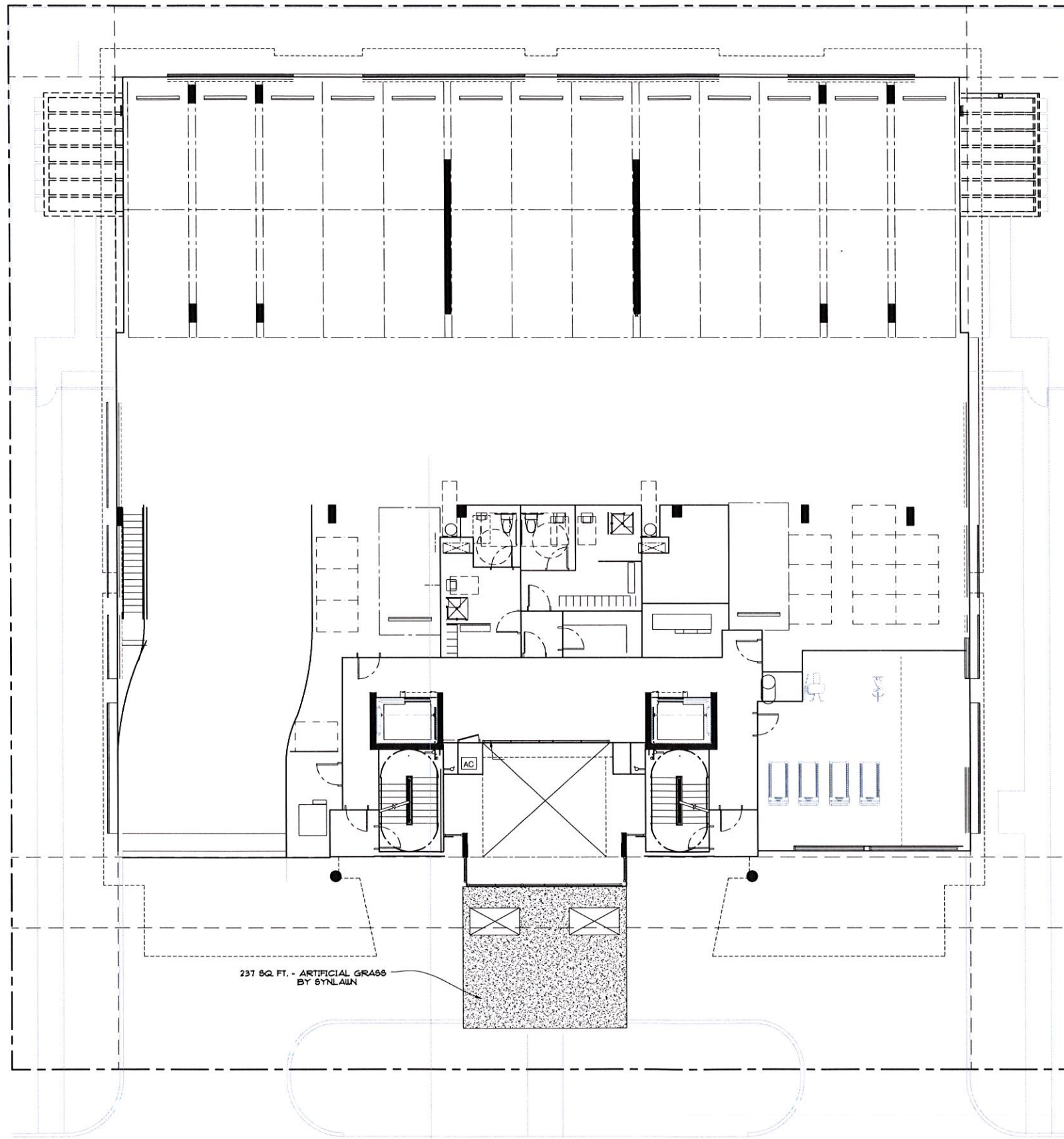
NO. REVISION DATE BY

DRAWING TITLE
LEVEL 1

SCALE DATE OCTOBER 13, 2014

SHEET NUMBER L-1

P&Z BOARD SUBMITTAL



LEVEL 2 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JUDITH BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
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OWNER / DEVELOPER
PEARL HOUSE, LLC
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MIAMI, FLORIDA 33131

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Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
440 S.W. 41 STREET SEASIDE FL 33154
TEL: (305) 554-0948 FAX: (305) 554-8403

STRUCTURAL ENG.

M.P. ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

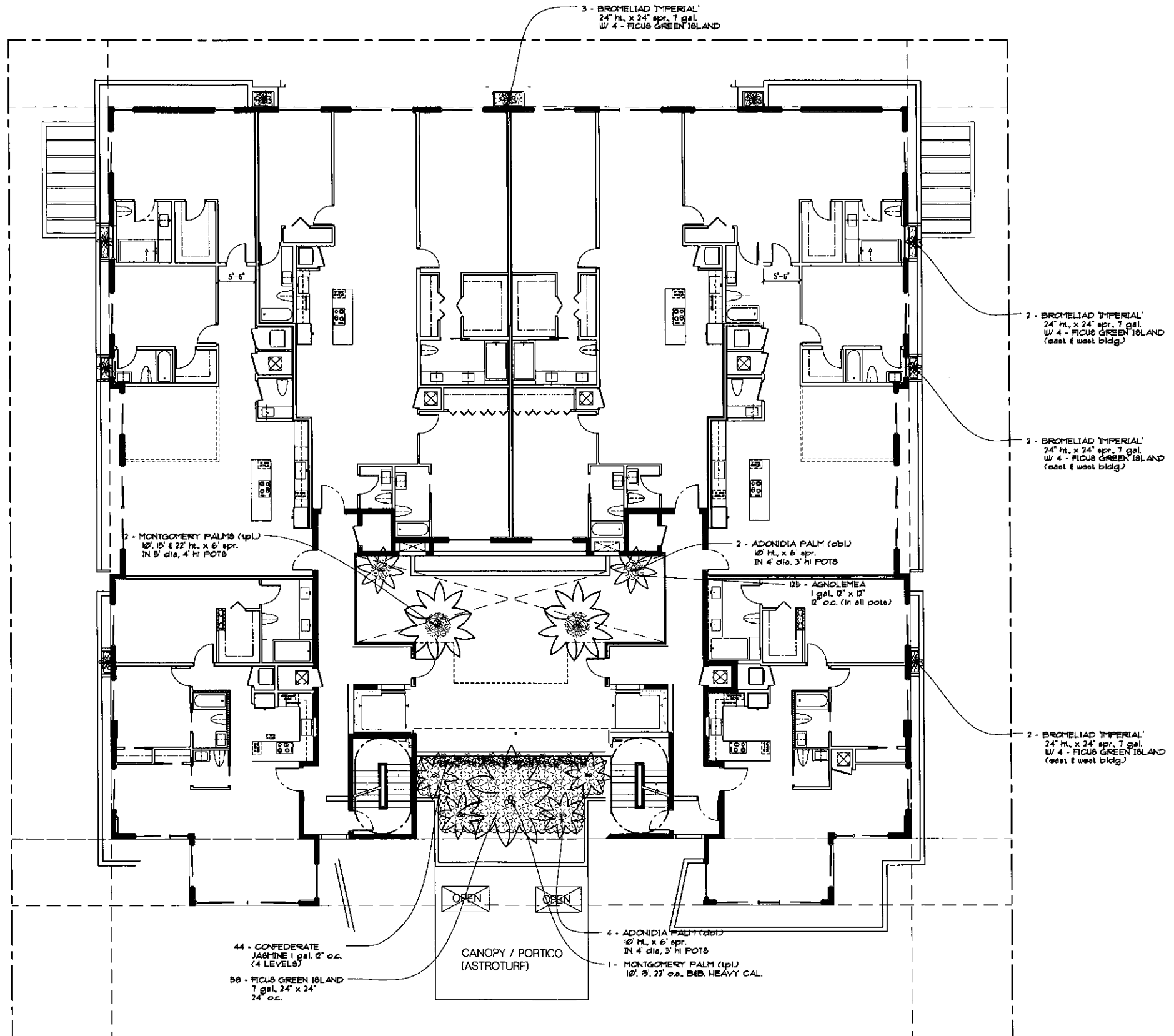
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NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 2

SCALE DATE
OCTOBER 13, 2014

SHEET NUMBER
L-2

P&Z BOARD SUBMITTAL



LEVEL 3 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001484
MARKUS A. FRANKEL
LICENSE NO. AR0005143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888 3665 FAX: (305) 888 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
PEARL HOUSE, LLC
290 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 10/13/2014
HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECT
ROBERT PARSLEY A.S.A.
APR 15 11 15:52Z 2014
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STRUCTURAL ENG.

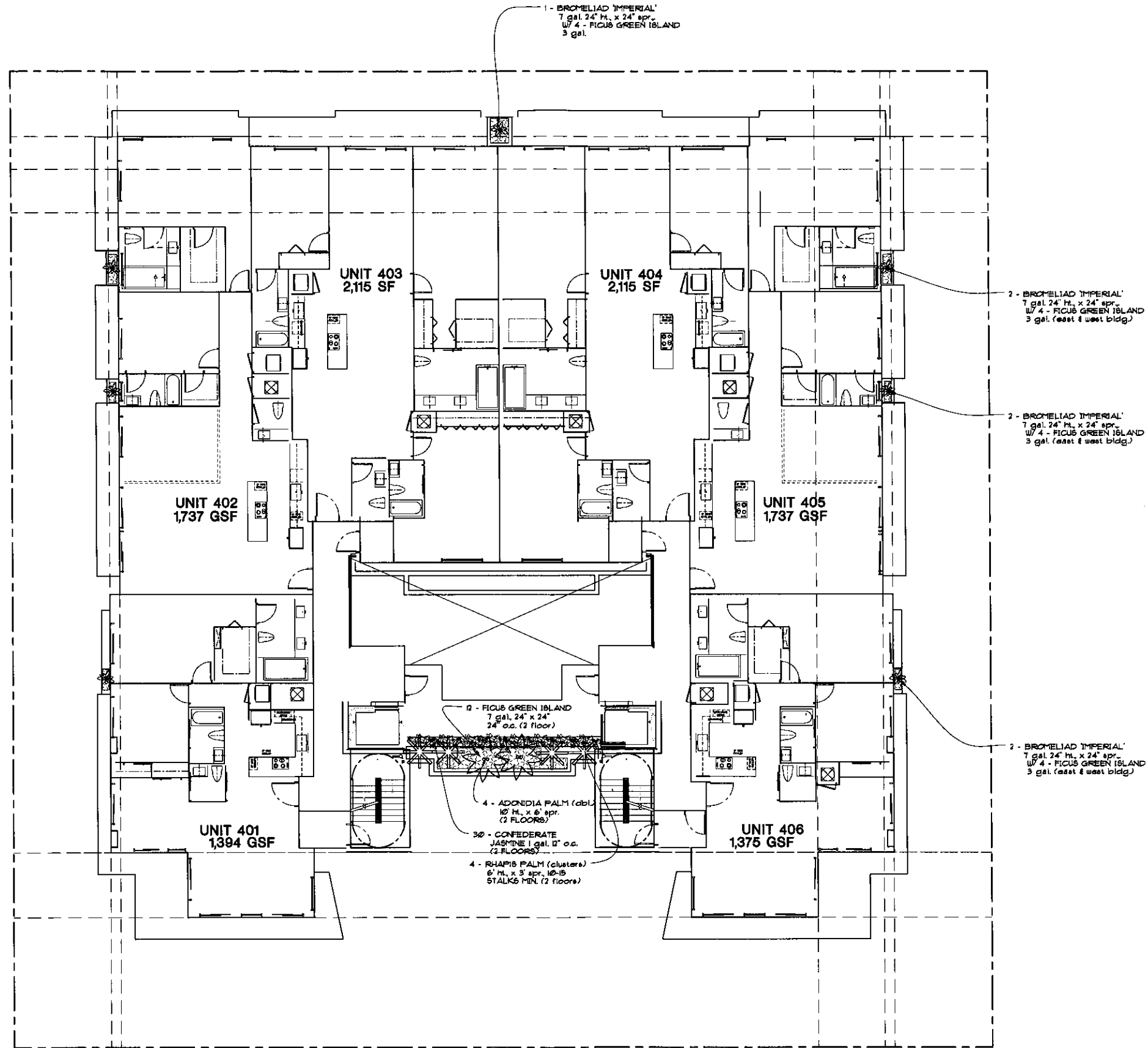
MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 3

SCALE: 1/8" = 1'-0"
DATE: OCTOBER 13, 2014
SHEET NUMBER
L-3
P&Z BOARD SUBMITTAL



LEVELS 4 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143

ITZAR BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
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DIRECTOR / DEVELOPER

PEARL HOUSE, LLC
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CHA. ENG.

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civil engineers
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

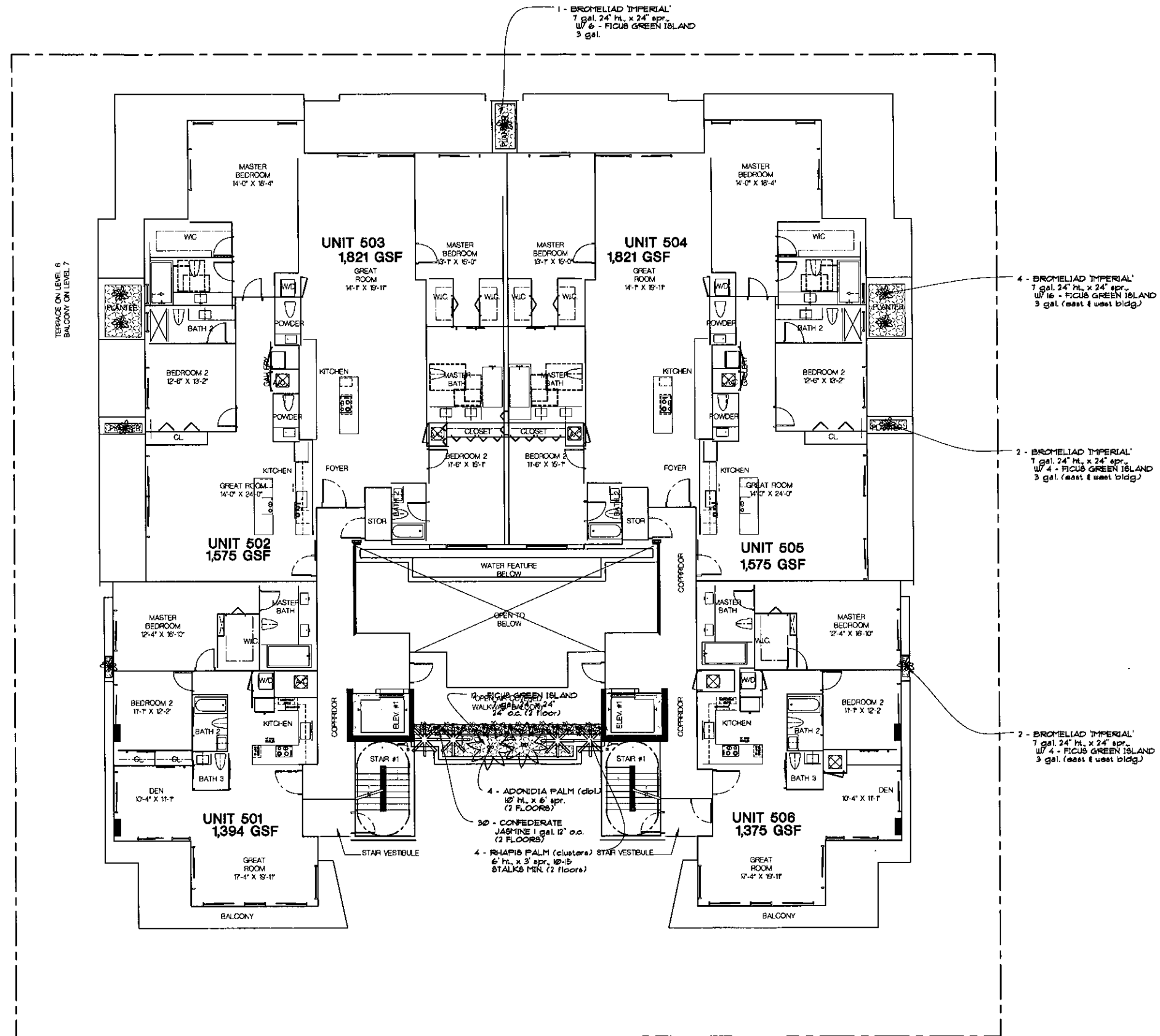
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1411 N. W. 11 STREET, SUITE 10, MIAMI
FL 33136, FLORIDA, USA

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
DRAWING TITLE			
LEVEL 4			
SCALE		DATE	
		OCTOBER 13, 2014	
SHEET NUMBER			
L-4			
P&Z BOARD SUBMITTAL			



LEVEL 5 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
THAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 RAKE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3695 FAX: (305) 868-2950
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OWNER / DEVELOPER

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ON-SITE

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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARKLEY A.S.A.
480 S.W. 11 STREET, SUITE 25, 33134
MIAMI, FLORIDA 33134

STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	NO.
DATE	BY

DRAWING TITLE

LEVEL 5

SCALE

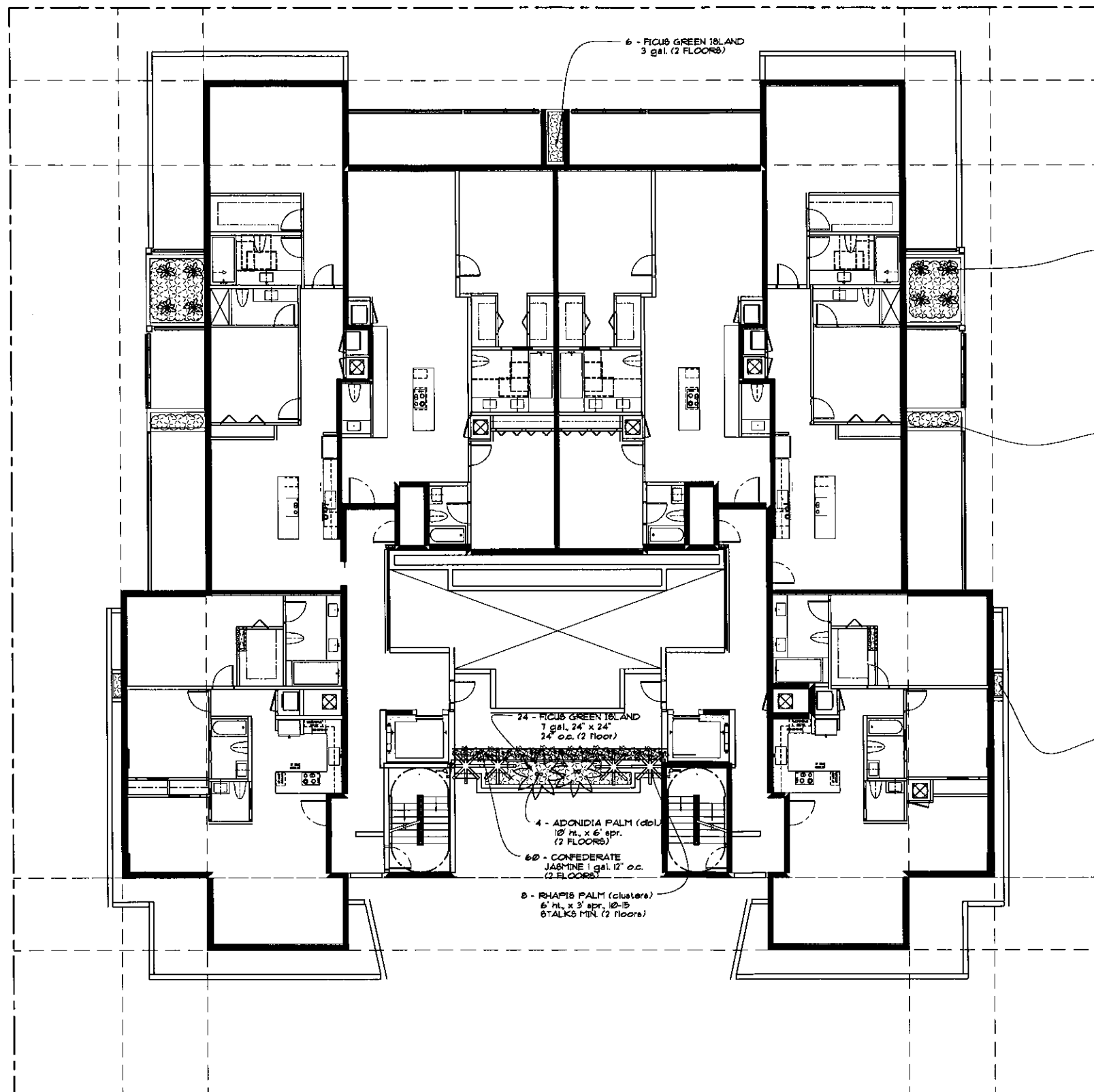
DATE

OCTOBER 13, 2014

SHEET NUMBER

L-5

P&Z BOARD SUBMITTAL



LEVELS 6 & 7 PLANTING PLAN

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

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494

MARSH A. FRANKEL
LICENSE NO. AR0007143
THAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
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OWNER / DEVELOPER

PEARL HOUSE, LLC
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ON: 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.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1001 N. W. 11th Street, Suite 1100
Miami, Florida 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

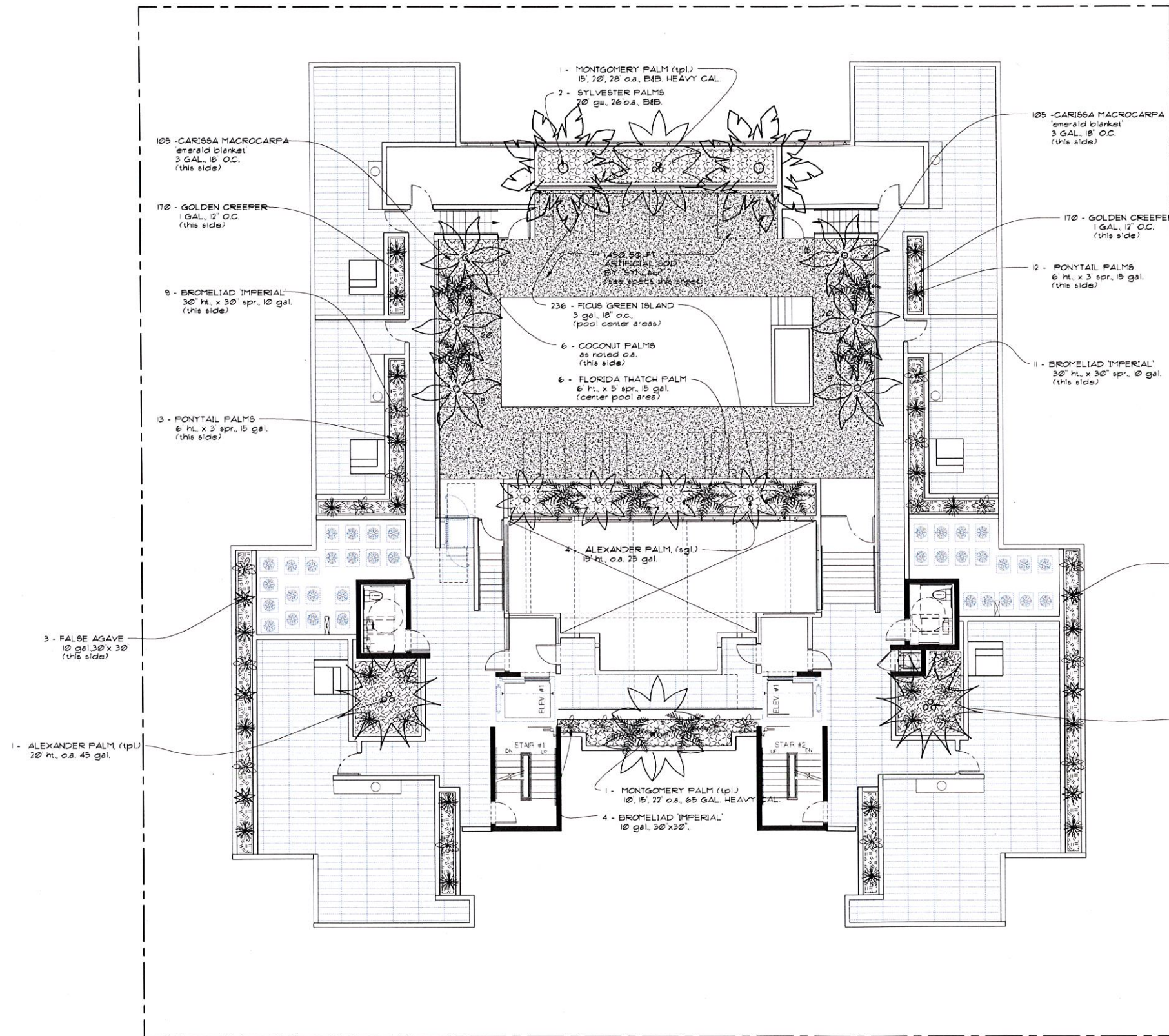
SIGNATURE	DATE
NO.	PERSON
DATE	BY

DRAWING TITLE
LEVEL 6 & 7

SCALE DATE
OCTOBER 10, 2014

SHEET NUMBER
L-6

P&Z BOARD SUBMITTAL



SYNTLAWN™			PRODUCT DATA SHEET
Collection Group: SYNTPEd® Product Name: SYNTPEd™ 214 Product Code: ST 214 Applications: Landscape			
Product Specification:			
Physical Property	Physical Characteristic	Method of Determination	
Yarn Type: Grass Zone™	Polycarbonate w/ Haff®/Haff™	n/a	
Yarn Type: Thatch Zone™	Texturized Polypropylene	n/a	
Yarn Color: Grass Zone™	Field Green Line	n/a	
Yarn Color: Thatch Zone™	Yarn Color	n/a	
Pile Height: Grass Zone™	1" Green	ASTM D 5623	
Pile Height: Thatch Zone™	1/2" --- 1 1/2"	ASTM D 5623	
Pile Weight: Grass Zone™	40 oz.	ASTM D 5848	
Pile Weight: Thatch Zone™	20 oz.	ASTM D 5848	
Total Pile Weight:	60 oz.	ASTM D 5848	
Yarn Denier: Grass Zone™	10,800/6 H	ASTM D 1557	
Yarn Denier: Thatch Zone™	5,016/12 D	ASTM D 1557	
Primary Backing:	8.0 oz. w/ Woven	ASTM D 5848	
Secondary Backing:	200.0 oz. ImvioLo™	ASTM D 5848	
Secondary Cushion Weave:	n/a	ASTM D 5848	
Total Fabric Weight:	88 oz./sq	ASTM D 5848	
Fabric Width:	15 feet	n/a	
Tuft Gauge:	3 x 8	ASTM D 5793	
Tuft Bind:	> 8 lb.	ASTM D 1335	
Flammability (Filt Test)	Pass	ASTM D 2859	
Flammability (Critical Radiant Flux)	ASTM F 668	ASTM F 668	
Shock Absorbing Properties:	ASTM F 355	ASTM F 355	
Wart Permeability:	> 30 inches per hour	ASTM F 1551	
Lead Lines:	Compliant	ASTM F 2763-09	
Warranty Period:	See applicable Warranty Chart		
Material Safety Data Sheets	Provided upon request	29CTR19/0.1200	

Physical characteristics may vary within industry standard

*Meets all Federal and State of California minimum lead level requirements

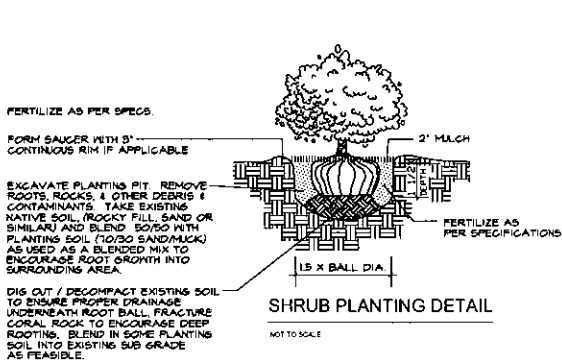
FEATURES	BENEFITS
ENVIROLOK™	• Incorporates BioC™ technology with one of the most technically advanced and environmentally friendly backing systems in the industry • 60 – 70% green by weight, greater dimensional stability
Advance yarn cross section	• Maximum resiliency
High density construction	• Greater durability
ATF Omega Yarn Profile	• Cooler surface temperature
Envirolok™ Technology	• Reflects more heat away from the surface making yarn 15% cooler than other yarns

Updated 3/11/2014

LEVEL 8 - ROOF PLANTING PLAN

SCALE: $\frac{1}{8}" = 1'-0"$





PLANT SPACINGS

PLANT SPACINGS	ROW SPACINGS
12"	10'4"
18"	15'6"
24"	20'8"
30"	26'0"
36"	31'2"
48"	41'6"
60"	52'0"

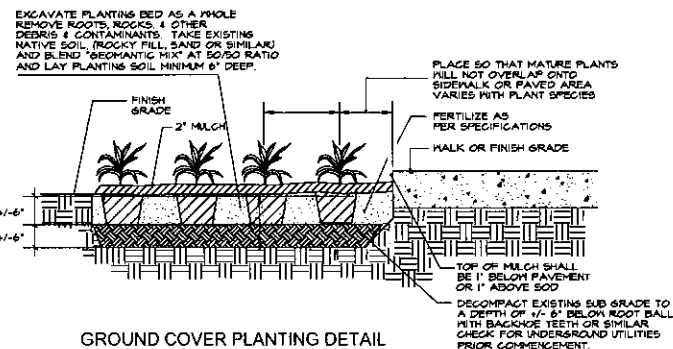
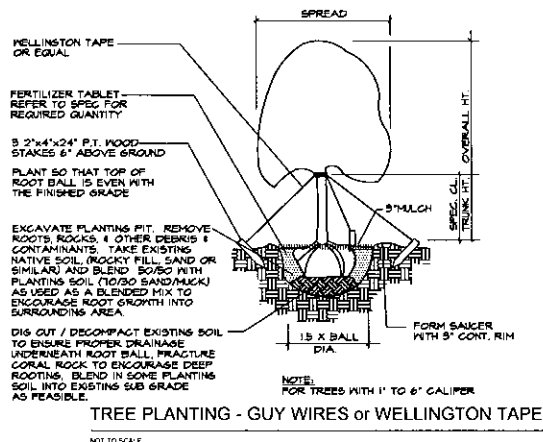
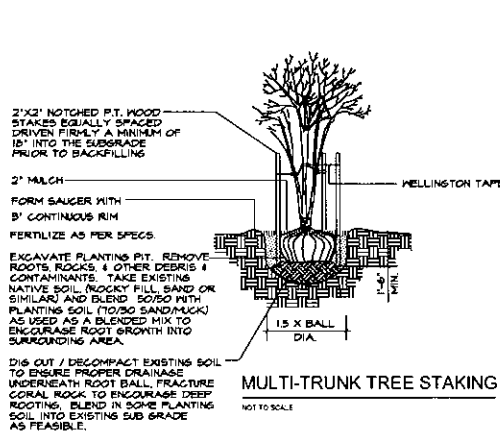
NOTE: IN MOST CASES TRIANGULAR SPACINGS IS PREFERRED. USE SQUARE SPACINGS ONLY IN SMALL RECTILINEAR AREAS.

PLANT LOCATIONS

TYPICAL PLANT SPACINGS

SQUARE SPACING PLAN

TRIANGULAR SPACING PLAN

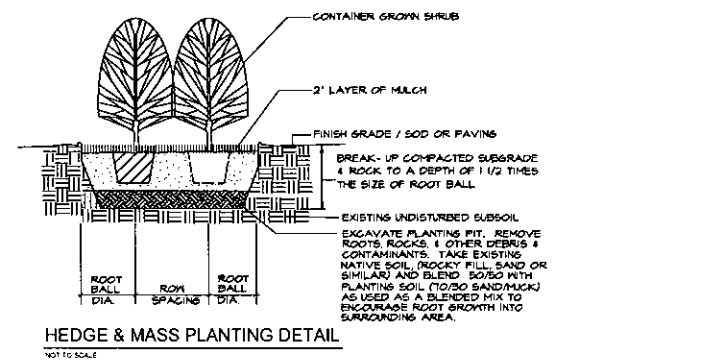
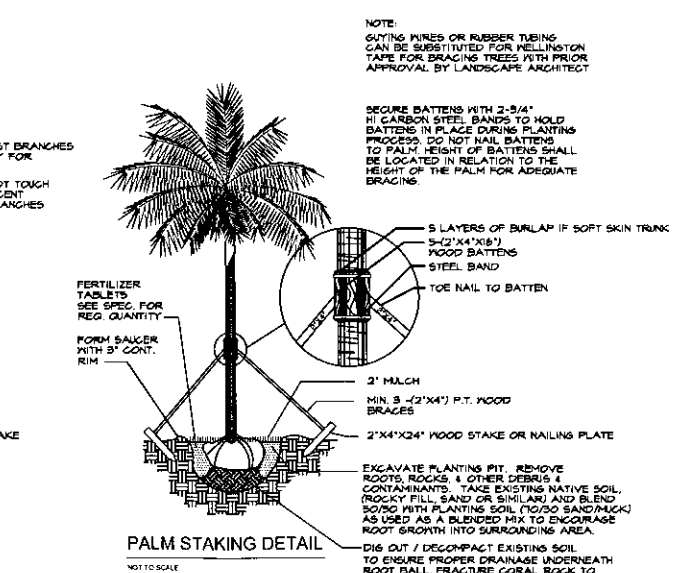
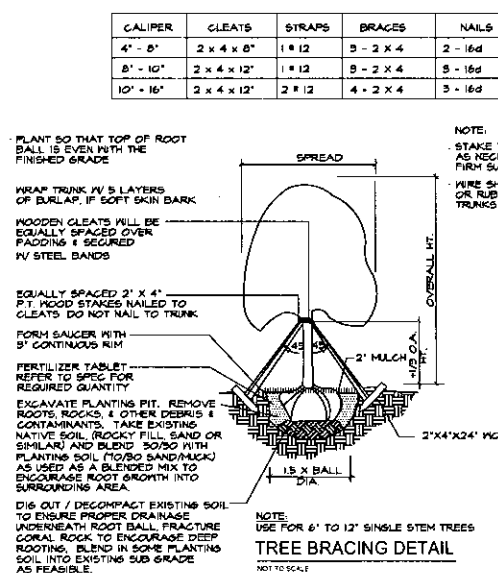
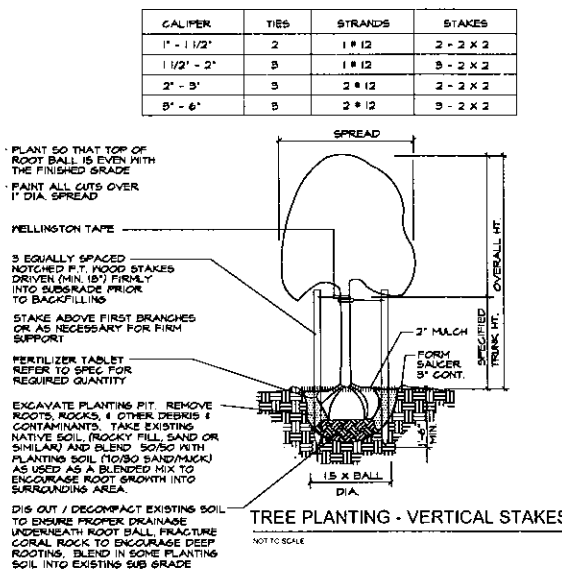


PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.)
- All trees and palms to be laid out by Landscape contractor in the field with stakes and spray paint. To be reviewed and approved by L.A.
- Plant list is for information only. If there are any discrepancies between "plant quantities" on plan versus "plant list", the plans will take priority. Please notify L.A. of any discrepancies.
- Only unit price installed planting bids based on Landscape Architect's planting plans and plant list will be accepted. Owner retains the right to remove portions of the work from the contract and / or create separate contracts for pricing of the project. Landscape Architect reserves the right to deny any and all bids when such rejections are in the best interest of the owner.
- All plant material must be Florida #1 or better, unless specified as "character" or with written approval from L.A.
- All planting beds must be free of surface rock over 1/2" diameter, prior to mulching.
- Planting beds should receive 6" of "Geomatic Mix" planting soil. See soil specification.
- Planting soil specification: "Geomatic Mix (20% Florida Peat, 20% Compost, 20% Lake Wales Silica sand, 20% local "screening sand" or "beach sand" and 20% Cypress shavings). Landscape contractor to submit sample to be approved by L.A.
- Fertilize all plants with Osmocote "Sierra Blend" 15-7-10, 1/2 hand full for 1 - 3 gallons, 1 hand full for 1-20 gallon, and 4 hands full for ball and burlapped (B & B) material.
- Fertilize all B&B material with 10" Agriform tablets or equal.
- Mulch all landscape areas with 2" - 3" of Eucalyptus or Melaleuca mulch (No cypress or red color mulch).
- All soil areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All soil areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All plant material, excluding B&B, to be warranted as follows: Shrubs and Ground covers for 90 days, large shrubs (over 10 gal) and small palms for 180 days, and B&B material for 360 days provided that plant material is receiving proper maintenance as prescribed by Landscape contractor.
- Note: Hurricanes and other causes beyond the control of the Landscape contractor are not covered.
- All warranties to run concurrently beginning upon Landscape architect's final acceptance of the installation, unless owner or general contractor (G.C.) requires construction phasing beyond control of the installer.
- Installer to notify Owner, G.C. and / or L.A. of any partial completion due to phasing.
- All materials stored on site are the property of the installer until accepted by owner. Owner is not responsible for theft, unless notified in writing prior to installation and security arrangement agreed to.
- Watering is the responsibility of the installer during the installation and until final acceptance. Landscape contractor is responsible for coordinating their work with irrigation contractor.
- Landscape contractor is responsible to assure irrigation installation is properly progressing, and in the end adequate for good growth. The owner or G.C. must be notified in writing of any problems with irrigation phasing or performance.
- Any existing irrigation to be brought to a good functioning standard to ensure proper watering of new material.
- All landscape areas to be on an automatic sprinkler system, 100% coverage, 100% overlaps, with rain sensor per city codes.
- Landscape contractor to exercise extreme care when digging and performing other work so not to damage any existing work such as underground and overhead utilities, electrical, sewage, irrigation, plumbing, etc. In the event of planting conflicts the L.A. or Owner's authorized representative to be notified to provide alternate locations of planting or utility / obstruction conflicts.
- Landscape contractor is responsible for immediate repair of any damage caused by their installation. Landscape contractor is responsible for working with the general contractor to ensure that all construction materials and other construction debris are removed from all soils.
- In planting beds, particularly by buildings, Landscape contractor to excavate existing soils to a minimum depth of 12" and backfill with planting soil. In road areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 6" and add 3" of top soil for sodding.
- All circular pits to be excavated with vertical sides for all plants, except for hedges & planting beds. The diameter of these pits for trees and shrubs to be 1/3 larger than the diameter of the root ball.
- All tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the tree and replaced with approved specified soil.
- All Palm tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the palm and replaced with clean yellow sand.
- All tree & Palm pits to be excavated with a backhoe only. Absolutely no use of augers.

TRANSPLANTING SPECIFICATIONS

- Root prune all trees and palms to a minimum depth of 24" for the palms and 48" for the trees.
- Trim frayed roots with clippers saws or similar and leave clean cuts.
- Wrap balls with shrink wrap plastic, back filling with shredded peat moss, fill voids between plastic & ball, covering all cut roots.
- Backfill with existing soil to hold plastic firmly against newly wrapped ball. Keep 2" deep trench exposed so as to find root ball when harvesting.
- Water three times per week for next 2 months or until trees are ready to move.
- Harvest palms after 5 weeks minimum and trees after 8 to 10 weeks depending on size. Consult with L.A. prior to moving on schedule.
- Re-dig holes well outside the plastic plant wrap being careful not to disturb or tear, preserving root ball, re-wrap if needed for transplanting.
- When digging trees back off 1/2" large piece of existing coral rock, 1/2-36" deep as feasible, by under cutting ball. Do Not Peel Ball off Rock. If necessary, the horizontal chipping or drilling may be required to break off specimen Oak ball at a minimum 30" depth.
- Replant transplanted trees and palms at correct height in new location, keeping original ball top exposed.
- Properly wrap and hook-up trees and palms to lifting equipment in such a way as to not tear cambium layer and excessively disfigure appearance.
- Plants that are not properly lifted and die due to girdling, compression or excessive damage to the cambium layer will be charged to the G.C. and sub-contractor at a rate of \$800 per caliper inch.
- Remove plastic backfill with 50% existing soil blended with 50% planting soil plus 1/2 bale of Canadian peat moss for palms and 1/2 bale for trees.
- Backfill, sink, place in Agriform fertilizer tablets per recommendations, brace, and trim broken branches and fronds as needed. Brace per specification.
- Water daily for duration of overall job will be required. Having bubblers as part of automatic irrigation system for post construction can supplement additional watering, but are not a substitution.



PLANTING DETAILS

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHERMAN
LICENSE NO. AR0017273

1177 WAVE CONDOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 864-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / SUBOWNER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33137

DATE

HOLLAND ENGINEERING INC.
Civil Engineer
3000 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 • (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECT
ROBERT FARLEY A.S.L.A.
1111 S. STREET, SUITE 101, MIAMI
FL 33130

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO. REVISION DATE BY

DRAWING TITLE

PLANTING DETAILS

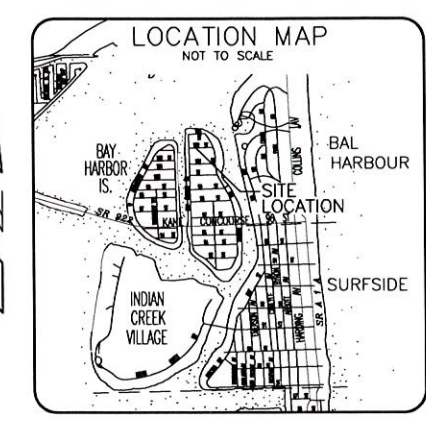
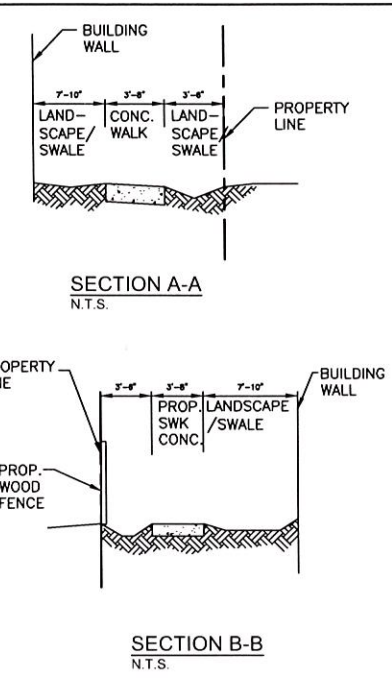
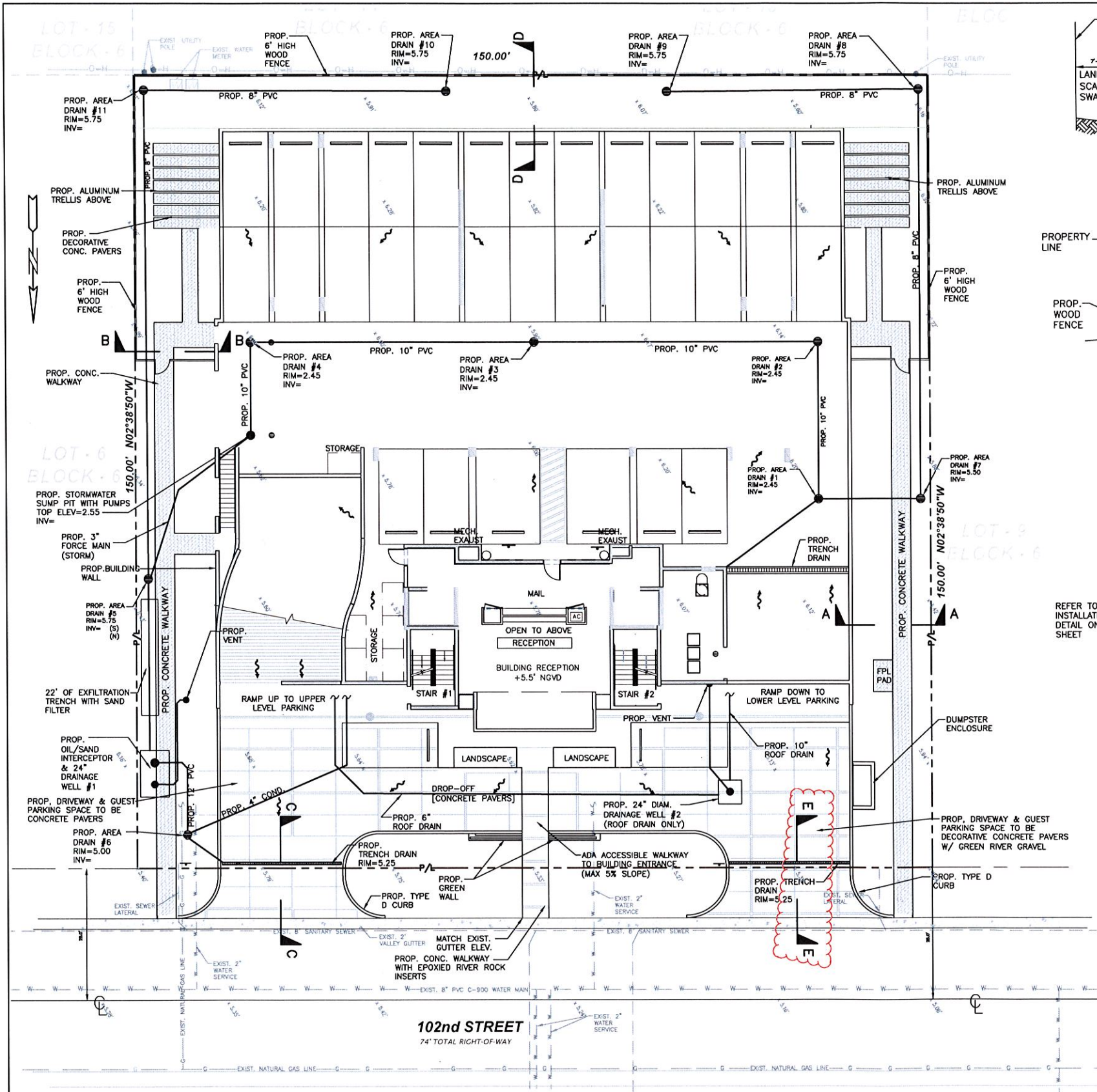
SCALE DATE

OCTOBER 13, 2014

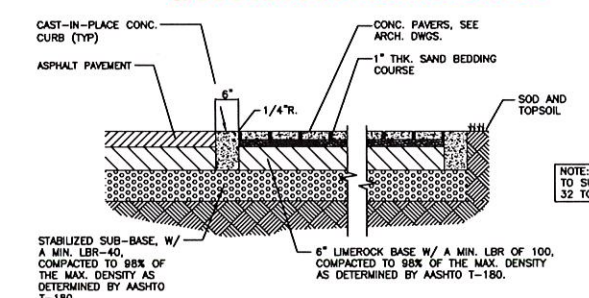
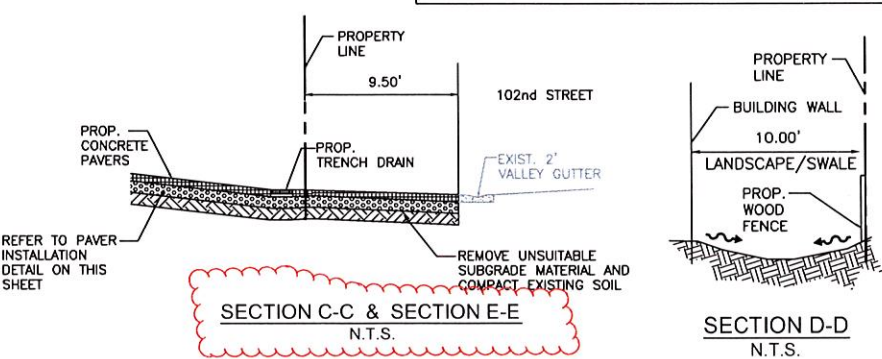
SHEET NUMBER

L-8

PS2 BOARD SUBMITAL



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.



PAVER INSTALLATION DETAIL

- NOTES:
- EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 - EXISTING OVERHEAD POWER LINES TO BE REMOVED AND INSTALLED UNDERGROUND.
 - MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 - MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 - CONNECT ALL ROOF DRAINS TO DRAINAGE SYSTEM.
 - CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
 - ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 - MAXIMUM SLOPE ON GARAGE RAMPS TO BE 20%.
 - ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
 - REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.

LEGEND			
	PROPOSED CONCRETE		PROPOSED CONC. PAVERS
	PROPOSED ELEVATION		PROPOSED SURFACE FLOW
	PROPOSED AREA DRAIN		PROPOSED PIPING
	EXISTING PIPING AND APPURTENANCES		EXISTING CATCH BASIN
	EXISTING ELEVATION		EXISTING WOOD POWER POLE
	EXISTING MANHOLE (AS DESIGNATED)		EXISTING WATER METER
	EXISTING FENCE		EXISTING WATER
	EXISTING GAS		

PAVING, GRADING AND DRAINAGE PLAN

SCALE 1" = 10'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PEARL BENAYOUN FISHERMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3659 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER:
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
2015 W. 12TH STREET, SUITE 101
MIAMI, FLORIDA 33135

STRUCTURAL ENGINEER:
PEARL HOUSE, LLC

MEP ENGINEER:
PEARL HOUSE, LLC

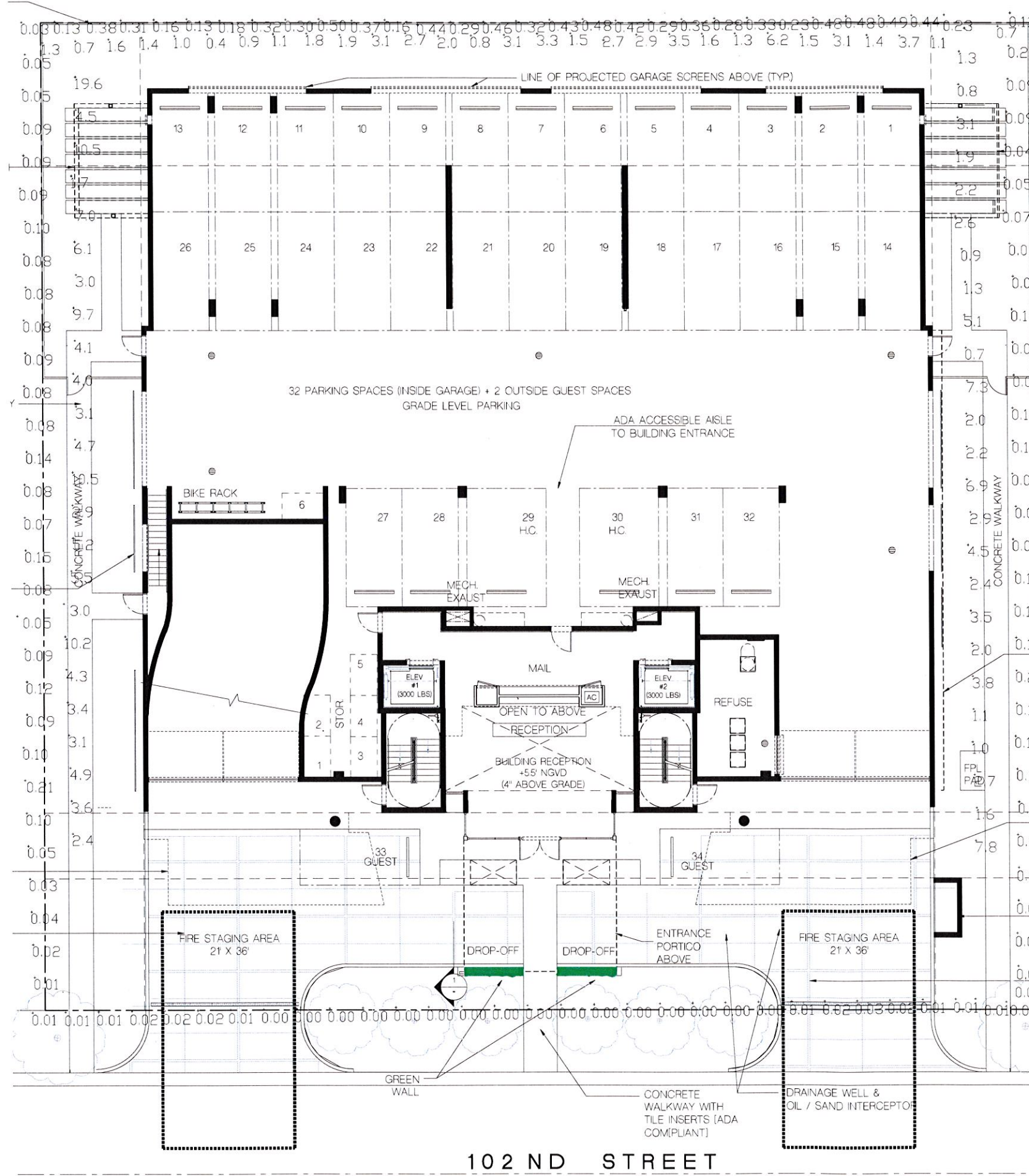
LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102nd STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=10'
SHEET NUMBER: C-1

DATE: NOVEMBER 4, 2014



ALUMINUM TRELLIS ABOVE

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	1000	1000	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.
LINE OF PROJECTED GARAGE SCREENS ABOVE (TYP)	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

LINE OF WALL OF BUILDING ABOVE

PORCELAIN ON CMU DUMPSTER ENCLOSURE TO 6' HEIGHT W/ METAL GATES

DRIVEWAY & GUEST PARKING TO BE DECORATIVE CONCRETE PAVERS WITH STONE INSERTS

102 ND STREET



SITE PLAN - PHOTOMETRIC
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, P.S.D., M.A.S.
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/13/2014
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 ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY ASLA
1800 S.E. 11 STREET SUITE 101
MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
**SITE PLAN
PHOTOMETRIC**
SCALE 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-E.01
P&Z SUBMITTAL

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 14.

ITEM: Consideration and Approval of private Transfer of Development Rights (TDR) transaction of the transfer of four (4) dwelling units from TPCP Corp dba " the Anchorage" (10001 E. Bay Harbor Drive) to Verzasca Group (1150-1160 102nd St.). Enclosed find a copy of the application, site plans and supporting documents.

DESCRIPTION:

Donor	Site:	10001	E.	Bay	Harbor	Drive	(the	Anchorage)
Receiving	Site:	1150-60			102nd	Street	-	(vacant)
Number	of	units		to	be	transferred:		4
Price		per			unit:			\$52,000

On January 6, 2015, the Planning & Zoning Board approved the site development to be located at 1150-60 102nd Street. The proposed project is a 30 unit multi-family residential development located in the RM2 District.

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney prepare a resolution setting forth the Town Council's approval recommendations.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	1150-102 - 10001 EBHD.pdf
2.	Staff report - Town Planner	Anchorage condo to - Le Jardin.pdf
3.	Staff report - bldg	Staff Report - Bldg 10001 EBHD.pdf
4.	staff report - code	staff report - code 10001 ebhd.pdf
5.	Site Plans	1050-102st site plans.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: 7/20/15 TDR UNIT COST: \$ 52,000
TDR UNITS REQUESTED 4 PROJECT TOTAL UNITS 30
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>TPCP CORP. dba 'ANCHORAGE'</u>		
Phone <u>(561) 543 7381</u>	e-mail <u>robert.kanuth@msn.com</u>	Fax ()
Address <u>10001 EAST BAY HARBOR DRIVE APT 4 south</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>		Zip Code <u>33154</u>
Relationship to Property: <u>PRESIDENT</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>Verzasca Group</u>		
Phone <u>(305) 864-3051</u>	e-mail	Fax ()
Address <u>1135 Kane Concourse, 6th Floor</u>		
City and State <u>Bay Harbor Island, FL</u>		Zip Code <u>33155</u>
Property Address/Location <u>1150-1160 102nd Street, Bay Harbor, FL</u>		
Legal Description: LOT(S) <u>7-8</u> BLOCK <u>6</u>		
Folio Number <u>13-2227-001-1320</u> <u>13-2227-001-1310</u>	Current Zoning <u>Residential/RM-2</u>	
Property size <u>22,500</u>	Purchase date <u>01/15/2015</u>	
Existing use of the property <u>vacant land</u>		
Describe Existing Structure on Property <u>vacant</u>		
Dwelling units to be received <u>4</u>		
Total Dwelling units including TDR <u>30</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 01/16/15
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 <u>TPCP CORP dba 'ANCHORAGE'</u>		
Phone <u>(561) 543 7381</u>	e-mail <u>robertkanuth@msn.com</u>	Fax ()
Address <u>10001 East Bay Harbor Dr. Apt 4 South</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>SAME</u>		
Legal Description: LOT(S) <u>17 1/2</u> BLOCK <u>#4</u>		
Folio Number <u>13-2227-025-0010</u>	Current Zoning <u>RM-1</u>	Year built <u>1955</u>
Property size <u>.5195 acres</u>	Purchase date	
Existing use of the property <u>8 unit co-op</u>		
Describe Existing Structure on Property <u>4 floors, 2 units per floor</u>		
Dwelling units to be transferred to TDR Bank <u>4</u>		
Units permitted <u>10 excess TDR's</u>		

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 <i>BEN STICKER - JOHN IBARRA & ASSOC.</i>		
Address <i>777 NW 70 AVE. Suite 3025 Miami FL 33126</i>		
Phone <i>(305) 262-0400</i>	e-mail	Fax <i>(305) 262-0401</i>

Name of Surveyor <i>" "</i>		
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

EBB

Signature of Owner (Applicant)

06/18/2015

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of June, 2015,
by LEENA BEVZA on behalf of
Le Jardin House, LLC, a Florida (corporation) (partnership) (Other:
Driver License 7844293074 He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



[Signature]
Notary Public, State of Florida

Print Name:

DMITRY ROMANOV

DONOR SITE

Robert C Kanuth,

Signature of Owner (Applicant)

June 3, 2015

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5th day of June, 2015,
by Robert Kanuth on behalf of
Anchorage / TCRC Corp., a Florida (corporation) (partnership) (Other:
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



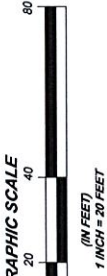
Georgina Morgan
COMMISSION # FF 010127
EXPIRES: APR. 21, 2017
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida

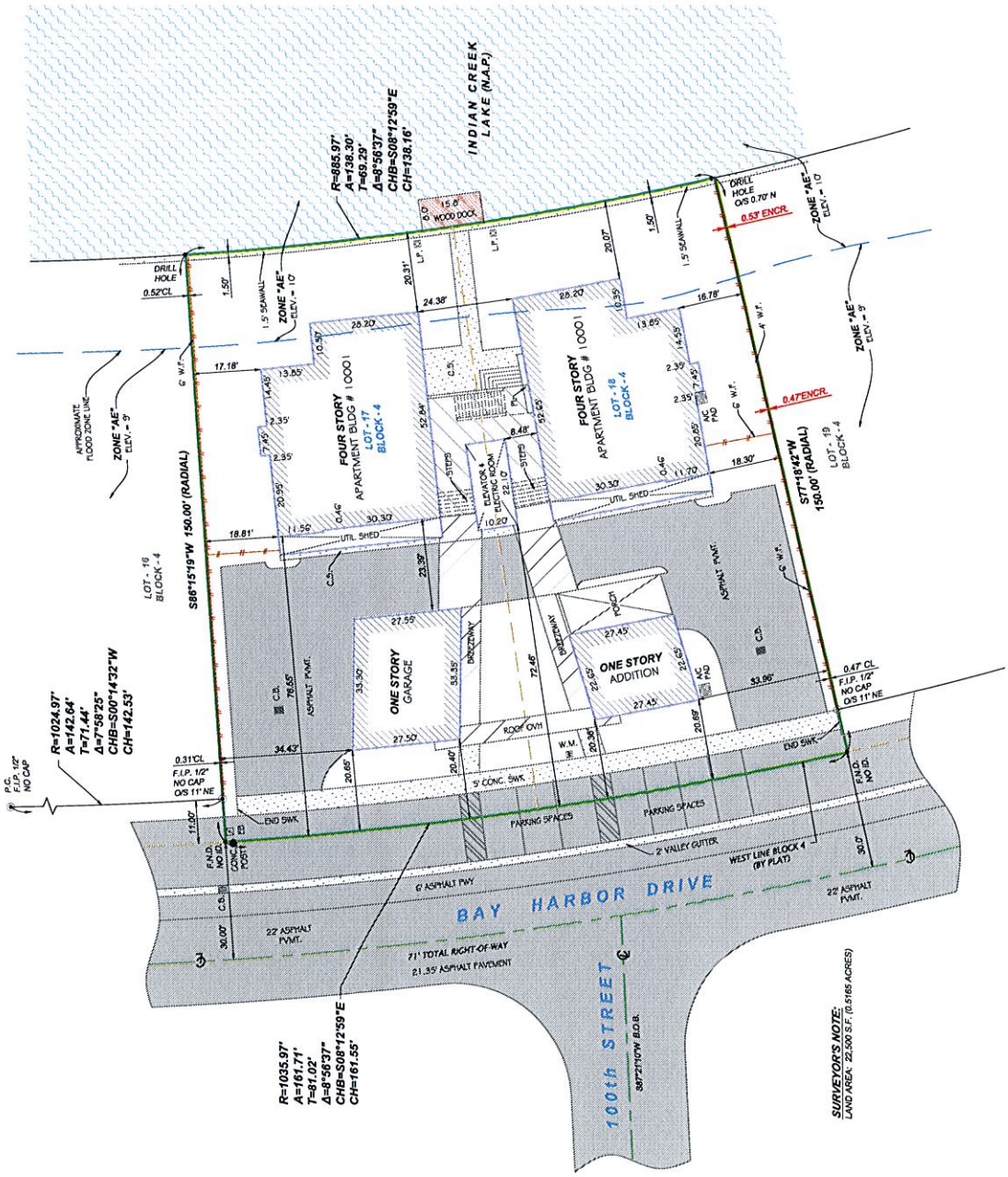
Print Name:

Georgina Morgan

MAP OF BOUNDARY SURVEY



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
777 N.W. 72nd Avenue
Suite 200, Fort Lauderdale, FL 33309
Phone: (954) 582-2001
Fax: (954) 582-2002
www.jibarra.com



LOCATION SKETCH

LEGAL DESCRIPTION:
LOTS 17 AND 18, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTE:

1. THE CITY OF BAY HARBOR IS OCCUPYING THE WEST 11.00 FEET OF LOTS 17 AND 18 WITH SIDEWALK AND ROAD RIGHT OF WAY. THE LEGAL DESCRIPTION SHOULD READ LOT 17 AND 18 LESS THE WEST 11.00 FEET FOR ROAD RIGHT OF WAY.
2. LEGAL DESCRIPTION CONFIRMED WITH TOWN CLERK THAT NO DEDICATION FOR RIGHT OF WAY HAS TAKEN PLACE.

PROPERTY ADDRESS:

1717 BAY HARBOR DRIVE
BAY HARBOR ISLAND FL 33154

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SKETCH.
- THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO DETERMINE RECORDS INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO DETERMINE RECORDS INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR A TESTING TITLE COMPANY.
- SURVEY WORK PERFORMED IN THE FIELD COULD BE DAMAGED AT A SHOWN SCALE.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS OTHERWISE SPECIFIED.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WELL SETBACKS.
- SURVEYOR'S AUTOMATICALLY TO THE PROPER AUTHORITIES IN A NEW CONSTRUCTION.
- AND/OR FOUNDATIONS.
- THE PLAT OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN FLOOD ZONE 1A. THE BASE FLOOD ELEVATION IS 11.00 FEET. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO DETERMINE RECORDS INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.

SURVEYOR'S NOTES:

1. IF SHOWN, EASEMENTS ARE REFERRED TO AN ASSUMED MERIDIAN BY SAID PLAT BOOK.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1700 FT.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO DETERMINE RECORDS INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY TO DETERMINE RECORDS INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.

SURVEYOR'S CERTIFICATION:

I, THE SURVEYOR, CERTIFY THAT THIS BOUNDARY SURVEY OF THE PROPERTY DESCRIBED HEREON WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 461, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 461.007, FLORIDA STATUTES.

DATE: 6/29/2015

CARLOS IBARRA

DATE OF FIELD WORK

PROFESSIONAL LAND SURVEYOR NO. 6770 STATE OF FLORIDA

REVISED ON:

REVISED ON:

DRAWN BY:	MCH
FIELD DATE:	6/29/2015
SURVEY NO.:	15-002511-1
SHEET:	1 OF 1



SEAL
L.B.# 7806



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

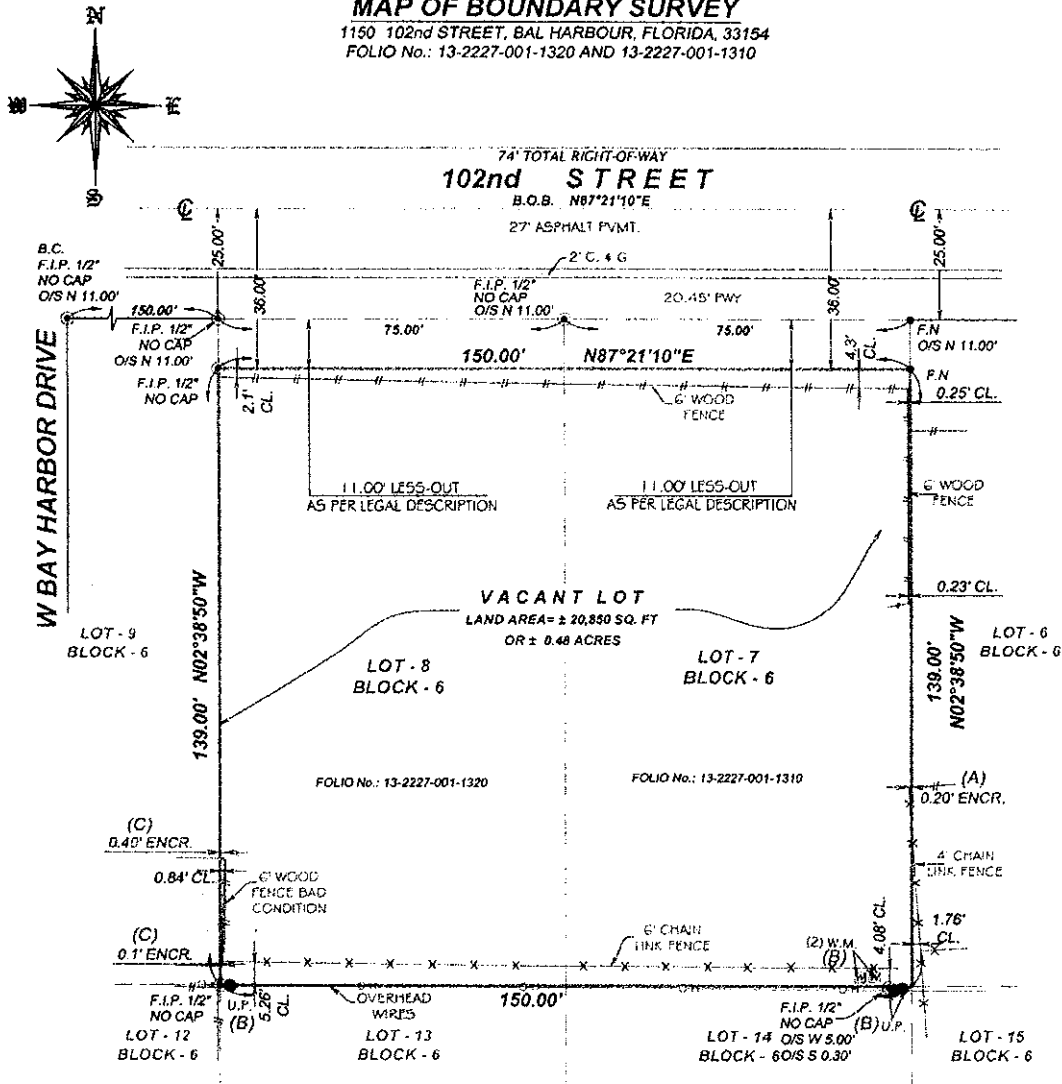
WWW.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2650
FAX: (239) 540-2654



MAP OF BOUNDARY SURVEY

1150 102nd STREET, BAL HARBOUR, FLORIDA, 33154
FOLIO No.: 13-2227-001-1320 AND 13-2227-001-1310

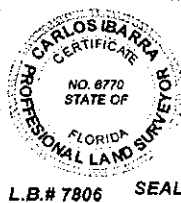


ENCROACHMENT NOTES:

- EAST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CHAIN LINK FENCE IS ENCROACHING INTO THE SUBJECT PROPERTY.
- SOUTH SIDE OF THE SUBJECT PROPERTY, UTILITY POLE AND WATER METER LIES ONTO THE SUBJECT PROPERTY.
- WEST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CONCRETE SLAB IS ENCROACHING INTO THE SUBJECT PROPERTY.

SURVEYOR'S NOTE:

- THE SUBJECT PROPERTY IS VACANT LAND, THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.



LEGAL DESCRIPTION:
LOT 7, LESS THE NORTH 11 FEET THEREOF, AND LOT 8, LESS THE NORTH 11 FEET THEREOF, BLOCK 6, 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.

CERTIFICATION:
TR DEVELOP, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:	E.O.
SCALE:	1"=30'
FIELD DATE:	07/19/2014
SURVEY NO:	14-002548-1
SHEET:	2 OF 2

Commercial Contract

FLORIDA ASSOCIATION OF REALTORS®



1* **1. PURCHASE AND SALE:** Le Jardin House, LLC ("Buyer")

2* agrees to buy and T C P C CORPORATION ("Seller")

3* agrees to sell the property described as: Street Address:
Four (4) Transfer of Development rights of Property at 10001 E Bay Harbor Dr. 4 S. Bay Harbor Islands, FL

4*

5* Legal Description:

6* Lots 17 & 18 in Block 4 of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in PB 46 at Page 5 of the Public
Records of Miami-Dade County, Florida. Folio# 13-2227-025-0001

7* and the following Personal Property:
None

8*

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is**
10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** \$ 208,000.00

14* (a) Deposit held in escrow by Fidelity National Title Insurance Company \$ 20,000.00

15* (b) Additional deposit to be made within _____ days from Effective Date \$ _____

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: _____ \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 188,000.00
19 certified or cashier's check or wire transfer. 188,000.00

20* ~~**3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for~~

21* ~~third party financing in the amount of \$ _____ or _____% of the purchase price to be amortized over a period of _____~~

22* ~~years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____% per year or variable interest rate not~~

23* ~~to exceed ☐ _____% at origination with a lifetime cap not to exceed _____% from initial rate, with additional terms as follows.~~

24*

25 ~~Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

26 ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

27* ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~

28 ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~

29 ~~returned to Buyer in accordance with Paragraph 9.~~

30* Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed
32* ☒ other special deed to be recorded, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) approval of the supplemental TDR Application for four (4) TDR's by
35* the Town of Bay Harbor Islands ("BHI");
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* needed for a multi-family development project approved by the Town of BHI Planning and Zoning Board & Town Council
("BHI Approval").

38* (a) **Evidence of Title:** Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 5 days ☐ from Effective Date
39* ☒ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) **Survey:** (check applicable provisions below)
57* ☒ Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61* ☐ Buyer will, at ☒ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period provided such
encroachments or deed restrictions reduce the allowable three (3) TDR's to be purchased.

65 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 (e) **Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in Miami-Dade County, Florida
68* within seven (7) days upon obtaining BHI Approval ("Closing Date"), unless otherwise extended
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 5 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) **Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 ~~(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,~~
76 ~~tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of~~
77 ~~the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information~~
78 ~~regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors~~
79 ~~authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth~~
80 ~~facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer~~
81 ~~will provide the closing statement, mortgages and notes, security agreements and financing statements.~~

82* Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

~~(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☐ as of Closing Date ☐ as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses and~~
~~If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting the Property: _____~~
~~Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.~~
(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

6. ESCROW: Buyer and Seller authorize Fidelity National Title Insurance Company

Telephone: _____ Facsimile: _____ Address: _____
13800 N.W. 14th Street, Suite 190, Sunrise, Florida 33323 _____ to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in ☐ a non-interest bearing escrow account ☒ an interest bearing escrow account with interest accruing to TC PC CORP with interest disbursed (check one) ☒ at closing ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

~~7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the property. (Check (a) or (b))~~

~~☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.~~
~~☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.~~

Buyer () (_____) and Seller () (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 ~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,~~
142 ~~conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all~~
143 ~~Property is on the premises.~~
144 ~~(d) Disclosures:~~
145 ~~1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient~~
146 ~~quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state~~
147 ~~guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained~~
148 ~~from your county public health unit.~~
149 ~~2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real~~
150 ~~Property.~~

151 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154 Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☒ without Buyer's consent.

155 **9. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 **10. DEFAULT:**
159 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. ~~If~~
161 ~~Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.~~
162 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 **11. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party,
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and
169 expenses.

170 **12. BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:
172* (a) Listing Broker: DevStar Realty LLC 17201 Biscayne Blvd North Miami Beach, FL 33160
173* who is ☐ an agent of _____ ☒ a transaction broker ☐ a nonrepresentative
174* and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify)
175* Seller shall pay a commission of five percent (10%) of the Purchase Price
176* equal to Twenty Thousand, Eight Hundred Dollars (\$20,800)
177* to be paid from Seller's proceeds due upon closing
178* (b) Cooperating Broker: _____
179* who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
180* and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a
181* cooperating broker ☐ other (specify)
182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

192* **13. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable
193* ☐ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer (BS) () and Seller (BS) () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☒ Other See Attached Addendum *x?*
199* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other _____
200* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by ☐ _____ check ☐ other _____ received on
219* _____, _____ by _____
220 _____ *Signature of Escrow Agent*

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than _____ ☐ a.m. ☐ p.m. on _____,
223 **Buyer** may revoke this offer and receive a refund of all deposits.

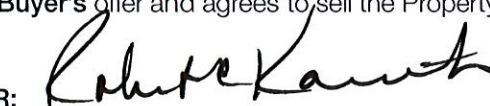
224* Date: _____ **BUYER:**  Tax ID No: _____

225* Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____

228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (☐ subject to the
231 attached counter offer).

232* Date: 06/06/15 **SELLER:**  Tax ID No: _____

233* Title: President Telephone: _____ Facsimile: _____
234* Address: _____

235* Date: _____ **SELLER:** _____ Tax ID No: _____

236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* **Buyer** (____) (____) and **Seller** () acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: LE JARDIN HOUSE, LLC
Date: 7/20/2015 Time: 1:15 PM
Receipt Number: MAIN / 89373
Clerk: scherrie

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE	1,000.00
Total:		1,000.00
Check	1015	1,000.00
Change:		0.00

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP *MEML*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/24/2015

Re: Transfer of Development Rights (TDR)

CC:

Le Jardin (30 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 4 Private DU

Donor Site: 10001 E. Bay Harbor Dr. / Lots 17 & 18 of Block 4 (Anchorage Condo)

Receiving Site: 1150-60 102nd Street / Lots 7 & 8 of Block 6 (Le Jardin)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Le Jardin) was granted a revised Site Development Plan approval by the Town's PZ Board on January 6th, 2015 for a total of 30 DU. The survey submitted shows that the site conveyed the 11-foot right-of-way to the Town for parking as many others did in the past. Condition "H" of Resolution No. 2040 requires that the applicant vacate the 11-foot area on each lot prior to the issuance of building permits. MMPA is not aware of the status of issue. Assuming the right-of-way is vacated, the allowable base zoning density of 34 DUA would allow for 18 DU on the receiving site once the 11-foot area is vacated (.52 acres X 34 DUA = 17.68 or 18 DU). Since the proposed project includes 30 total dwelling units this requires the acquisition of 12 TDR units. The receiving site has submitted a concurrent application to contract with 9901 EBHD (Harbor Park) for two (2) private TDR units.

The donor site is currently developed as the two-lot / 8 DU Anchorage Condominium complex that was built in 1955. The survey submitted to MMPA, shows the donor site never conveyed the 11-foot right-of-way to the Town for parking as many others did in the past; therefore, the lots are considered full lots. The total donor site land area is 22,500 sq. ft. / .52 acres is size according to the survey and is entitled to 18 DU (.52 acres at 34 DUA = 17.68 or 18 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down).

With 8 DU existing on the site and 18 DU allowed by right, the **donor** site has the ability to convey the four (4) TDR units requested. If the 4 TDR units requested are approved, the **donor** site will still have 6 TDR units available.

Additionally, if the 4 TDR units request are approved for the **receiving** site, as well as the 2 TDR units in the concurrent application (Harbor Park), the **receiving** site will still need to acquire an additional 6 TDR units.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



July 30, 2015

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Doris Marano
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ 1150-1160 102 STREET
Transfer of Development Rights
10001 E. Bay Harbor Drive
Folio #13-2227-025-0001

Dear Mrs. Siegel:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - None Observed

ELECTRICAL REPAIRS - None Observed

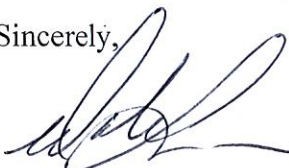
MECHANICAL REPAIRS - None Observed

PLUMBING REPAIRS - None Observed

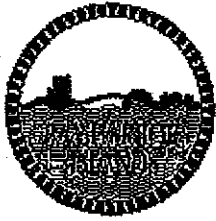
This building was built in 1955. The building was re-certified in 2010. Their next report is not due until 2020. See copy of their re-certification attached.

Attached are pictures of the property for your records.

If you have any further question or comments please feel free to contact me.

Sincerely,


Dale E. Lee, CBO
Chief Building Official
DEL/am



July 14, 2010

Anchorage Co-Op
10001 E. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

**LETTER OF BUILDING RE-CERTIFICATION
IN ACCORDANCE WITH ORDINANCE #75-34
(AMENDED BY ORDINANCE 92-1)**

Town Council

Isaac Salver
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Councilwoman

Solange M. Rousselot
Councilwoman

Alberto Ruder
Councilman

Francisco J. Tempiano
Councilman

Robert H. Yaffe
Councilman

Town Officials

Ronald J. Wasson
Town Manager

Marlene Marante
Town Clerk

Craig B. Sierman
Town Attorney

**PROPERTY ADDRESS: 10001 E. Bay Harbor Drive
FOLIO NUMBER: 13-2227-025-0001
LOT(S) 17-18 / BLOCK 4**

Dear Association:

This Office is in receipt of your Architect/ Engineer structural report by Juan E. Berry, RA NCARB dated April 1, 2010 stating that the above referenced building has been examined and found to be structurally safe for its continued occupancy.

Based on acceptance of this report we herewith grant this LETTER OF RE-CERTIFICATION for the above subject premises in accordance with Metropolitan Dade County Ordinance No. 75-34 and 92-1, Section 104.9.

The expiration date of this approval, as stated in said Ordinances is every ten years, which will expire on 2020. This re-certification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in Subsection 202.2 of the South Florida Building Code.

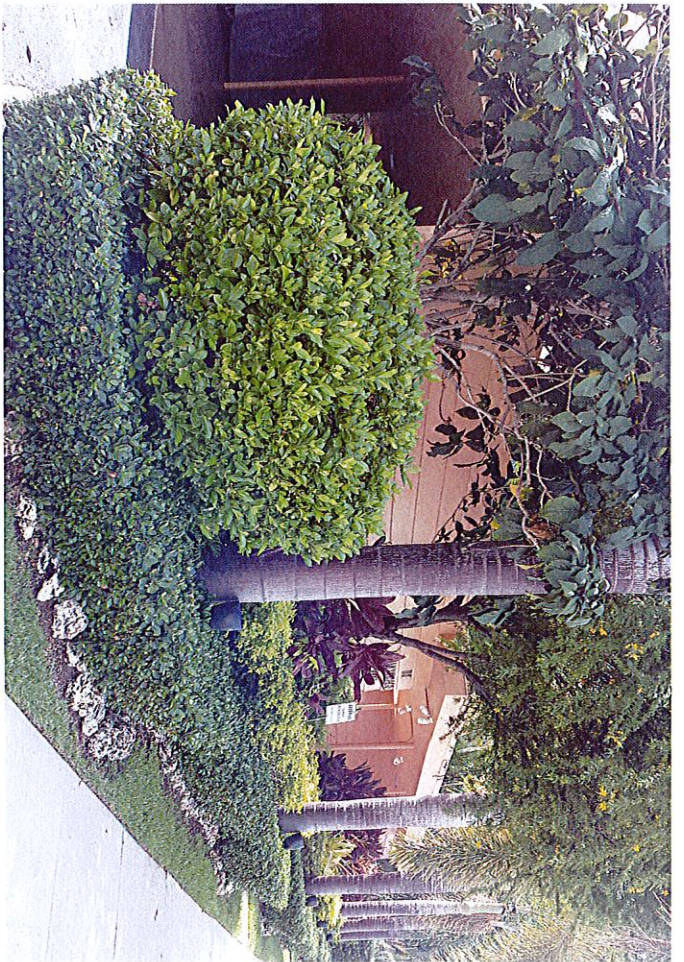
As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety or any portion of this structure.

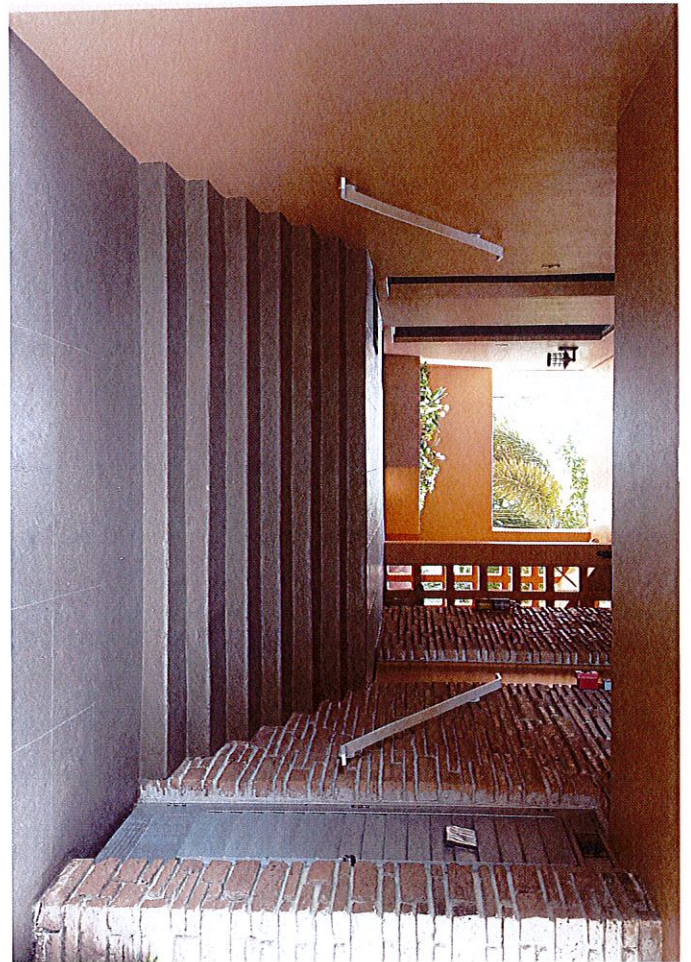
However, based on the term stated in the Ordinance 75-34, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for re-certification A/E structural report on file with this Office

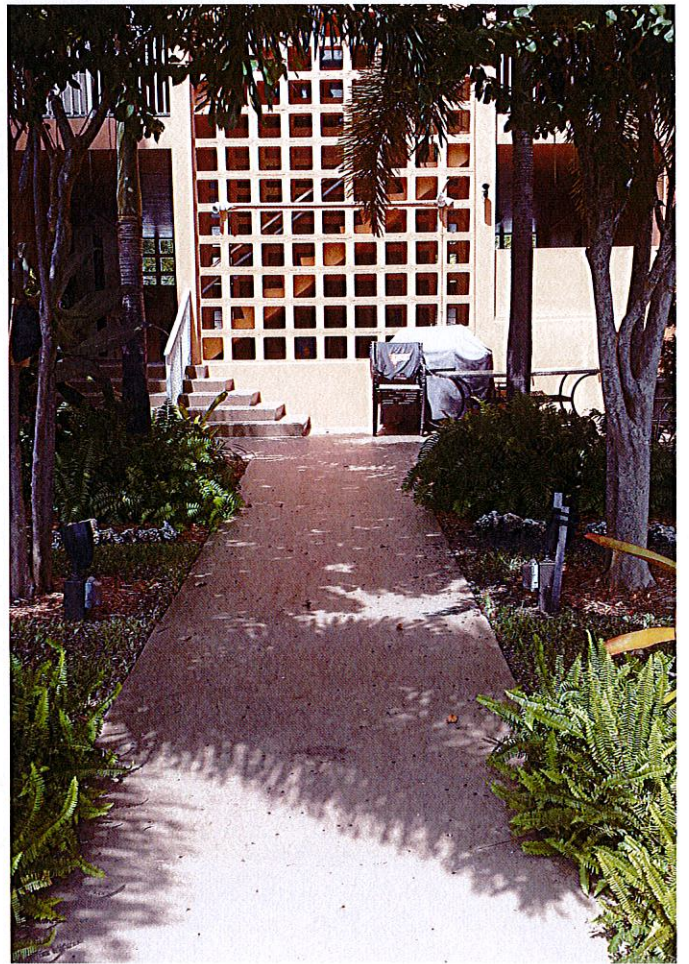
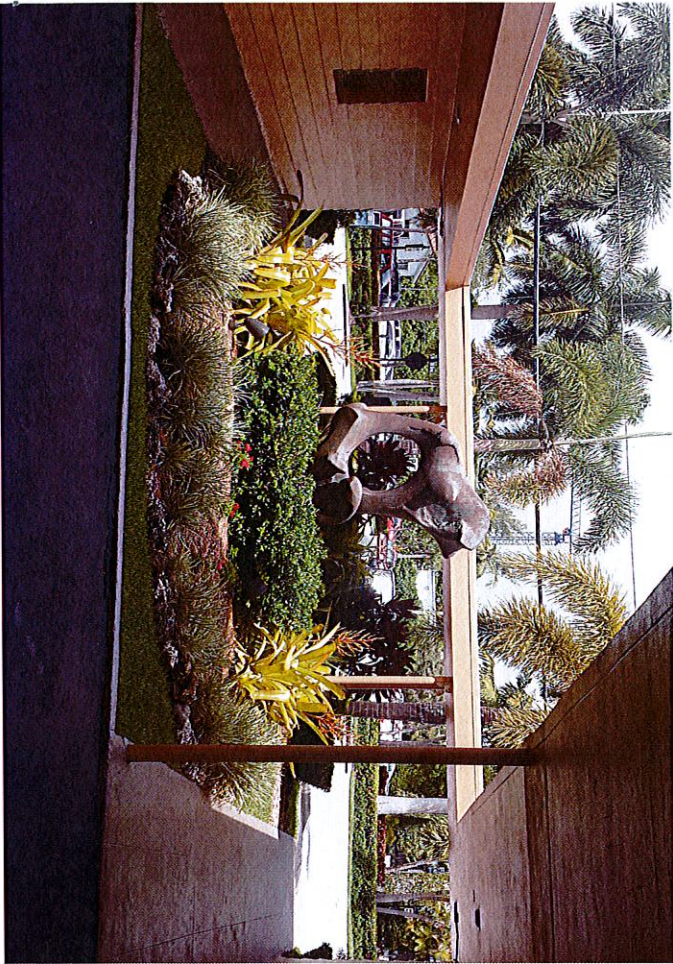
Sincerely,


Dale E. Lee, CBO
Chief Building Official
DEL/am

cc: Building Code Compliance Office
MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER









Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: July 30, 2015

Property Address: The Anchorage Co-Op
10001 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



Front view- No violations observed.



Rear view- No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Inspection



Dock view- No violations observed.



Stairwell view- No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



Courtyard- No violations observed.

LE JARDIN HOUSE CONDOMINIUM

1150 - 1160 102 STREET, BAY HARBOR ISLANDS, FLORIDA 33154

INDEX OF DRAWINGS

A-0.01	COVER SHEET
	PROJECT INFO
	SURVEY
A-0.02	CONTEXT PHOTOS
A-0.03	AERIAL VIEWS
A-0.04	FRONT VIEW RENDERINGS
A-0.05	AERIAL VIEW & STREET VIEW RENDERINGS
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A-1.02	LEVEL 2 FLOOR PLAN
A-1.03	LEVEL 3 FLOOR PLAN
A-1.04	LEVEL 4 FLOOR PLAN
A-1.05	LEVEL 5 FLOOR PLAN
A-1.06	LEVELS 6 & 7 FLOOR PLAN
A-1.07	ROOF PLAN
A-1.08	UPPER ROOF PLAN
A-2.01	NORTH ELEVATION
A-2.02	WEST ELEVATION
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A-3.01	SECTION
L-1	LEVEL 1 PLANTING PLAN
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L-4	LEVEL 8 ROOF PLANTING PLAN
L-5	PLANTING DETAILS
C-1	PAVING, GRADING & DRAINAGE
C-2	WATER & SEWAGE PLAN
C-3	PAVEMENT MARKING & SIGNAGE PLAN
E-1.01	SITE PHOTOMETRIC PLAN



OWNER/DEVELOPER:
LE JARDIN, LLC

200 BISCAYNE BOULEVARD WAY SUITE 4709
Miami, Florida 33131
PH: (305) 749-5819

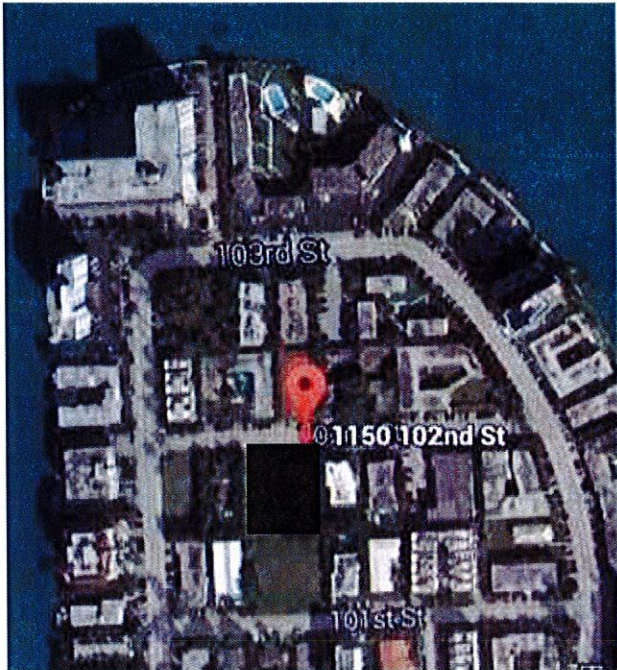
ARCHITECT:
FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA
33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 SW 81 STREET
Miami, Florida 33143
PH: (305) 665.9688

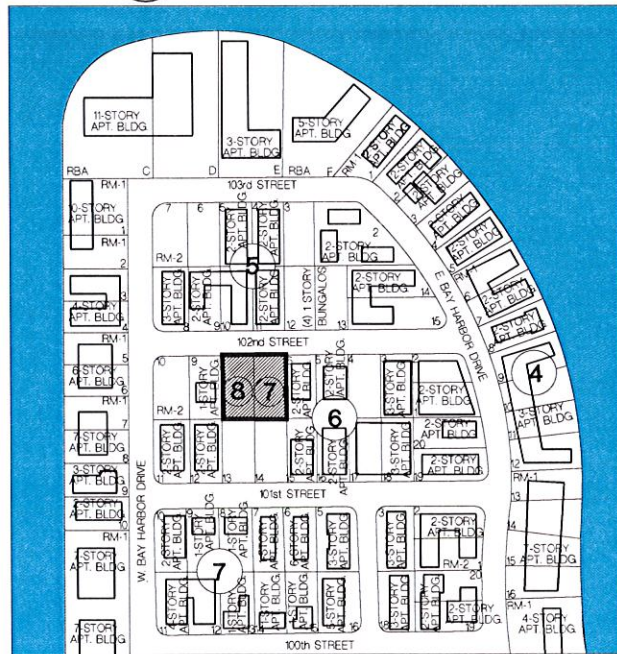
DEC 15 REC'D



CIVIL ENGINEER:
HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
PH: (954) 367.0371
FAX: (305) 367.0372



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 3-4-5-6-7)	5		1,400	7,000	SF	2 BD / 2 1/2 BA
2 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 4)	1		1,740	1,745	SF	2 BD / 2 1/2 BA + DEN
2 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
2 (LEVELS 6-7)	2		1,420	2,840	SF	2 BD / 2 1/2 BA + DEN
3&4 (LEVEL 3)	2		2,235	4,470	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 4)	2		2,185	4,370	SF	2 BD / 2 1/2 BA
3&4 (LEVEL 5)	2		1,900	3,800	SF	2 BD / 2 1/2 BA
3&4 (LEVELS 6-7)	4		1,509	6,036	SF	2 BD / 2 1/2 BA
5 (LEVEL 3)	1		1,800	1,800	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 4)	1		1,740	1,740	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 5)	1		1,590	1,590	SF	2 BD / 2 1/2 BA + DEN
5 (LEVEL 6-7)	2		1,420	1,420	SF	2 BD / 2 1/2 BA + DEN
6 (LEVEL 3, 4, 5, 6&7)	5		1,385	6,925	SF	2 BD / 2 1/2 BA
TOTAL	30			47,126		

ZONING SUMMARY

1150 - 1160 102 STREET

	SF	ACRES	
LOT AREA	22,500	0.52 +/-	[INCLUDES THE NORTHERN 11' TO BE VACATED]

LEGAL DESCRIPTION

LOT 7 AND 8, LESS THE NORTH 11.00 FEET THEREOF IN BLOCK 6 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.
OWNER WILL SEEK VACATION OF THE NORTHERN 11'

NOTE: THE

FLOOD ELEVATION

9.0'
NGVD

THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP / PANEL No. 120636 / 0144L

CROWN OF THE ROAD

5.33
NGVD

ZONING CLASSIFICATION

RM2 - MULTI FAMILY RESIDENTIAL
DISTRICT

FLUM : MEDIUM HIGH DENSITY

FLR (DETERMINED BY THE SETBACKS)

ALLOWABLE
N/A

PROPOSED

MAXIMUM DENSITY

34 UNITS PER NET ACRE

34 .52

18

30 (12 TDRs REQUIRED)

SETBACKS

REQUIRED

PROPOSED

FROM SETBACK (102 STREET.)

Buildings less than 30 feet in height. 20 feet
Buildings less than 45 feet in height. 25 feet
Buildings less than 65 feet in height. 30 feet

20'
30'
30'

SIDE SETBACK

Buildings less than 30 feet in height. 10% of
street frontage = 15 feet; plus 1:3 over 30'
(maximum setback shall be 26 feet 8 inches)

15' to 26'-8"

REAR SETBACK

Buildings less than 30' in height 10 feet
maximum setback 21'-8"

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'-0"

39'-8"

FRONT FLEX @ SIDES AND REAR

120'-0"

40'-0"

40'-0"

MAXIMUM HEIGHT

ALLOWABLE

PROPOSED

MAXIMUM BUILDING HEIGHT

65 feet above BFE

65'-0" above BFE

GROUND LANDSCAPE AREA

20% OF LOT AREA MINIMUM

22,500 X .20

REQUIRED

PROPOSED

4,500 SF

5,577 SF = 25%

ROOF DECK LANDSCAPE REQUIREMENTS

REQUIRED

PROPOSED

15% OF ROOF AREA MINIMUM

6,347 X .15

952 SF

1,223 SF = 19 %

LOT COVERAGE

(PERIMETER DETERMINED BY THE
SETBACKS)

ALLOWABLE
DETERMINED BY SETBACKS

PROPOSED

13,183 SF

BUILDING LENGTH

N/A

@ FRONT AND REAR

120'-0"

@ SIDES

120'-0"

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.

THE BUILDING DOES NOT EXCEED 120' IN
LENGTH

PARKING SPACE REQUIREMENTS

REQUIRED

PROPOSED

RESIDENTIAL - 2 PER DWELLING UNIT
MINIMUM & DROP-OFF AREA

60

61

TOTAL PARKING SPACES (INCLUDING 2 H.C.
SPACES) & 2 GUEST SPACES OUTSIDE
GARAGE

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, FLORIDA 33154

PH: (305) 868-3665 FAX: (305) 868-3650

E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC

200 BISCAYNE BOULEVARD SUITE 4709

MIAMI, FLORIDA 33131

CIVIL ENG.

HOLLAND ENGINEERING INC.

Civil Engineers

3300 HOLLYWOOD BOULEVARD

HOLLYWOOD, FL 33021

(954) 367-0371 (954) 367-0372 Fax

SUSAN C. HOLLAND, PE

Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.I.A.

1400 N.W. 41 STREET SUITE 101 MIAMI

FLORIDA 33154

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING

1150-1160 102 STREET

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

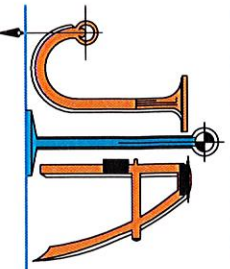
NO. REVISION DATE BY

DRAWING TITLE

SCALE DATE NOVEMBER 13, 2014

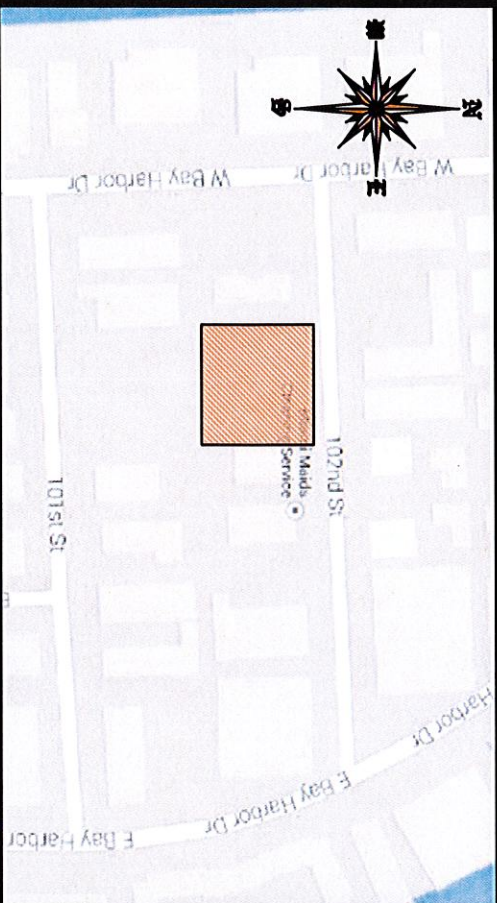
SHEET NUMBER

P&Z SUBMITTAL



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
www.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



VIEW OF SUBJECT PROPERTY



LOCATION SKETCH
SCALE = N.T.S.

LOT 7, 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1310)
LOT 8, 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO NO: 13-2227-001-1320)

ABBREVIATIONS

A	= ARC	E.T.P.	= ELECTRIC TRANSFORMER PAD	O.R.B.	= OFFICIAL RECORDS BOOK	T	= TANGENT
A.C.	= AIR CONDITIONER PAD	ELEV.	= ELEVATION	O.V.H.	= OVERHANG	T.B.M.	= TELEPHONE BOOTH
A.E.	= ANCHOR EASEMENT	ENCOR.	= ENCROACHMENT	P.V.H.	= PAVEMENT	T.B.M.	= TEMPORARY BENCHMARK
A.R.	= ALUMINUM ROOF	F.H.	= FIRE HYDRANT	PL.	= PLANTER	T.U.E.	= TECHNOLOGY UTILITY EASEMENT
A.S.	= ALUMINUM SHED	F.I.P.	= FOUND IRON PIPE	P.L.	= PROPERTY LINE	T.S.B.	= TRAFFIC SIGNAL BOX
ASPH.	= ASPHALT	F.I.R.	= FOUND IRON ROD	P.C.	= POINT OF COMPOUND CURVATURE	T.S.P.	= TRAFFIC SIGNAL POLE
B.C.	= BLOCK CORNER	F.F.E.	= FINISHED FLOOR ELEVATION	P.O.T.	= POINT OF TANGENCY	T.M.P.	= TOWNSHIP
B.L.D.G.	= BUILDING	F.N.D.	= FOUND NAIL & DISK	P.O.C.	= POINT OF COMMENCEMENT	U.T.L.	= UTILITY
B.M.	= BENCHMARK	FEET	= FEET	P.O.B.	= POINT OF BEGINNING	U.E.	= UTILITY EASEMENT
B.C.R.	= BROWARD COUNTY RECORDS	F.M.P.R.	= FEDERAL NATIONAL INSURANCE PROGRAM	P.R.C.	= POINT OF REVERSE CURVATURE	U.P.	= UTILITY POLE
B.O.B.	= BASIS OF BEARING	F.N.	= FOUND NAIL	P.R.M.	= PERMANENT REFERENCE MONUMENT	W.M.	= WATER METER
(C)	= CALCULATED	H.	= HIGH OR (HEIGHT)	P.S.	= PROFESSIONAL LAND SURVEYOR	W.F.	= WOOD FENCE
C.B.	= CATCH BASIN	I.N.B.E.G.	= INGRESS AND EGRESS EASEMENT	P.P.	= POWER POLE	W.R.	= WOOD ROOF
C.B.S.	= CONCRETE BLOCK STRUCTURE	I.C.V.	= IRON FENCE	P.P.S.	= POOL PUMP SLAB	W.V.	= WATER VALVE
C.B.W.	= CONCRETE BLOCK WALL	L.B.	= LICENSED BUSINESS	P.U.E.	= PUBLIC UTILITY EASEMENT	W.	= WOOD FENCE
CH.	= CHORD	L.P.	= LIGHT POLE	(R)	= RAILROAD DISTANCE	W.	= WATER VALVE
CH.B.	= CHORD BEARING	L.F.E.	= LOWEST FLOOR ELEVATION	R.R.	= RAIL ROAD	W.	= WOOD FENCE
CH.L.	= CHORD LENGTH	L.M.E.	= LAKE MAINTENANCE EASEMENT	R.S.	= RESIDENCE	W.	= WOOD FENCE
CL.	= CLEAR	(M)	= MEASURED DISTANCE	R.W.	= RIGHT-OF-WAY	W.	= WOOD FENCE
C.O.	= CLEAN OUT	M.B.	= MAIL BOX	RAD.	= RADIUS OR RADIAL	W.	= WOOD FENCE
C.L.F.	= CHAIN LINK FENCE	M.D.C.R.	= MIAMI DADE COUNTY RECORDS	RGE.	= RANGE	W.	= WOOD FENCE
C.M.E.	= CANAL MAINTENANCE EASEMENT	M.E.	= MAINTENANCE EASEMENT	R.O.E.	= ROOF OVERHANG EASEMENT	W.	= WOOD FENCE
C.M.C.	= CONCRETE	M.H.	= MANHOLE	SEC.	= SECTION	W.	= WOOD FENCE
C.U.P.	= CONCRETE UTILITY POLE	N.A.P.	= NOT A PART OF	SEC.	= SECTION	W.	= WOOD FENCE
C.S.	= CONCRETE PORCH	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SWK.	= SIDEWALK	W.	= WOOD FENCE
C.W.	= CONCRETE SLAB	N.T.S.	= NOT TO SCALE	S.I.P.	= SET IRON PIPE	W.	= WOOD FENCE
D.E.	= DRAINAGE EASEMENT	# OR NO.	= NUMBER	S.	= SCREENED PORCH	W.	= WOOD FENCE
D.M.E.	= DRAINAGE MAINTENANCE EASEMENT	OS	= OFFSET	S.P.	= SEWER VALVE	W.	= WOOD FENCE
DRIVE	= DRIVEWAY	O.H.L.	= OVERHEAD UTILITY LINES	S.V.	= SEWER VALVE	W.	= WOOD FENCE
E.B.	= ELECTRICAL BOX					W.	= WOOD FENCE

LEGEND

	= OVERHEAD UTILITY LINES
	= CONCRETE BLOCK WALL
	= CHAIN LINK FENCE
	= IRON FENCE
	= WOOD FENCE
	= BUILDING SETBACK LINE
	= UTILITY EASEMENT
	= LIMITED ACCESS R/W
	= NON-VEHICULAR ACCESS R/W
	= EXISTING ELEVATIONS

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS. IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8.00 FEET.
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

TITLE COMPANY

BY:  07/19/2014

CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER).

REVISED ON: ADDED CONSTRUCTION ELEV 09/24/2014

REVISED ON: _____

DRAWN BY: E.O.

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 1 OF 2

UNDERWRITER

Gary Silberman, P.A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL

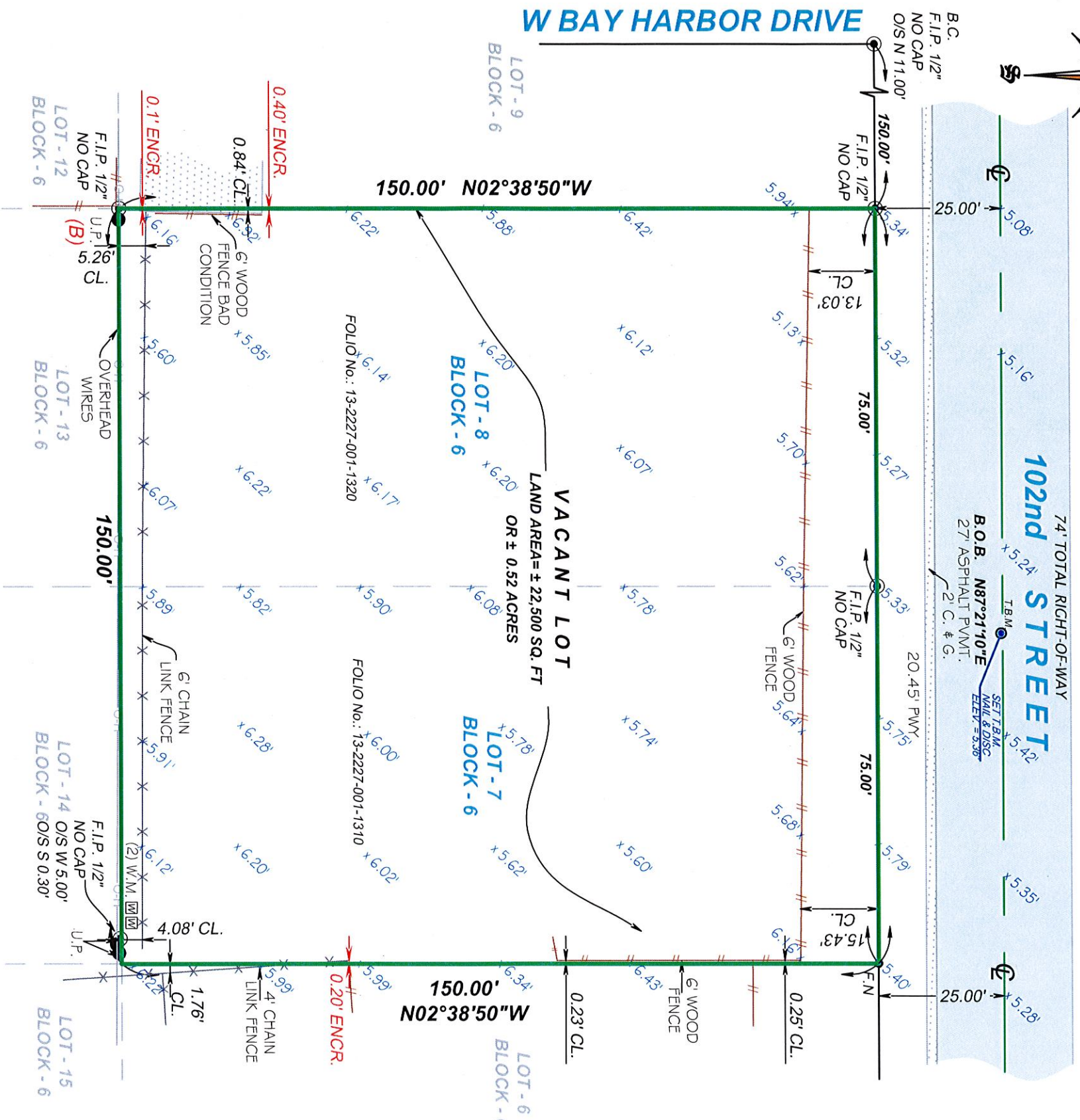
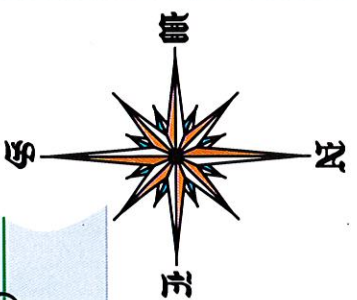


Professional Land Surveyors & Mappers

WEYORS.COM
2804 DEL PRADO BLVD
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664

MAP OF BOUNDARY SURVEY

LOT 7- 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1310)
LOT 8- 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1320)



SURVEYOR'S NOTE:

1. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.

DRAWN BY: E.O.

SCALE: 1"=30'

FIELD DATE: 07/19/2014

SURVEY NO: 14-002548-2

SHEET: 2 OF 2

LEGAL DESCRIPTION:

LOTS 7 AND 8, BLOCK 6, 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. AKKA FOLIO No. S 13-227-001-1310 & 13-2227-001-1320.

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.

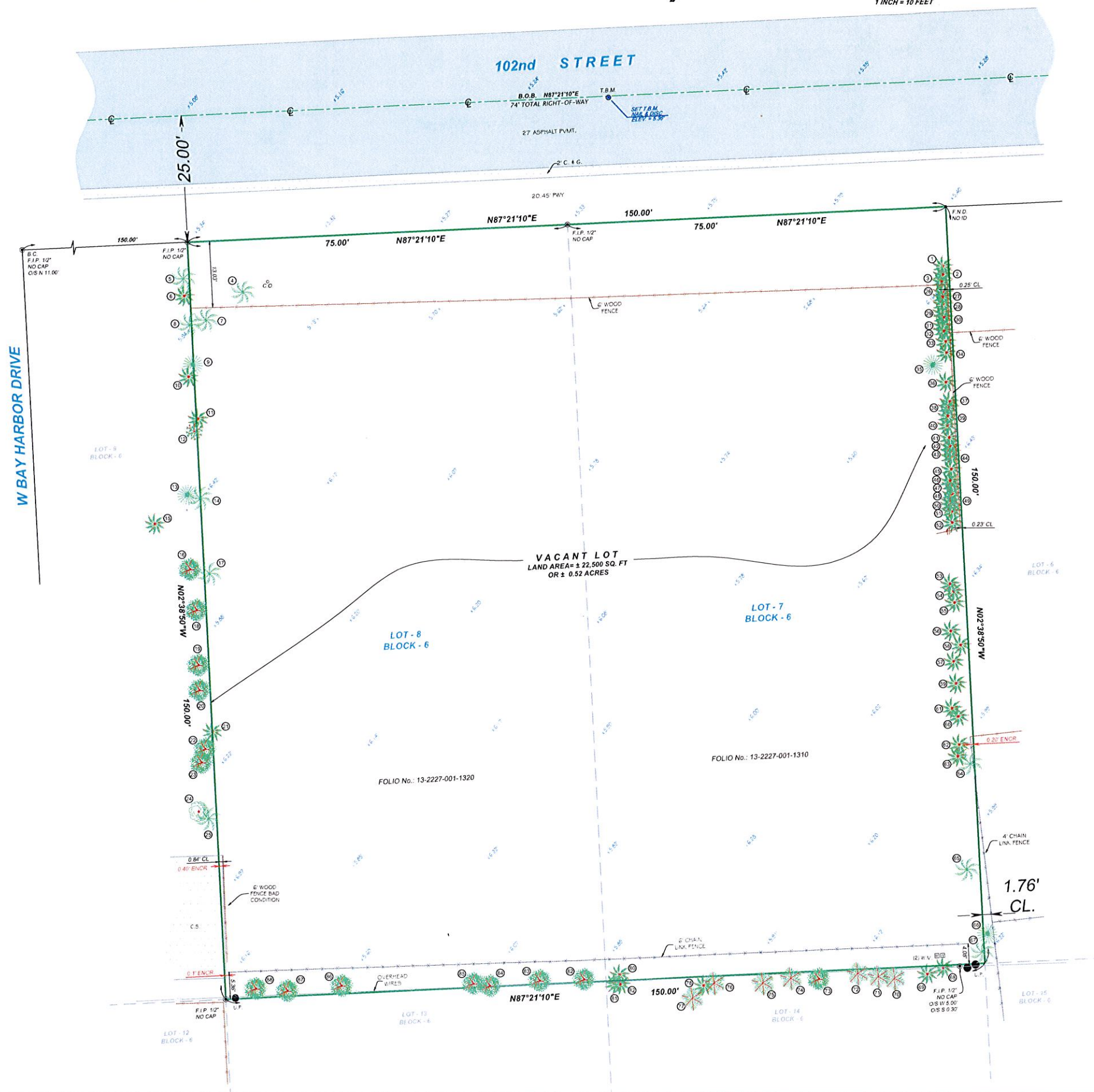
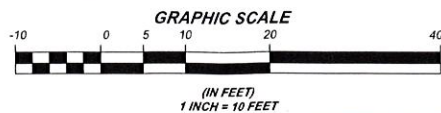
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806

SEAL

MAP OF BOUNDARY SURVEY



No.	NAME	DIAMETER R (FT.)	HEIGHT T (FT.)	SPREAD S (FT.)
1	ALEXANDER PALM	0.5	25.00	8.00
2	ALEXANDER PALM	0.5	25.00	8.00
3	ALEXANDER PALM	0.5	25.00	8.00
4	SABAL PALM	0.7	30.00	10.00
5	SABAL PALM	1.0	25.00	15.00
6	ALEXANDER PALM	0.5	25.00	10.00
7	SABAL PALM	0.7	30.00	10.00
8	UMBRELLA	1.2	20.00	12.00
10	ALEXANDER PALM	0.5	25.00	8.00
11	ALEXANDER PALM	0.3	30.00	8.00
12	BRASILIAN PEPPER	3.0	25.00	25.00
13	UMBRELLA	3.0	30.00	20.00
14	SABAL PALM	1.3	15.00	15.00
15	ALEXANDER PALM	0.3	15.00	15.00
16	FICUS	0.7	20.00	20.00
17	SABAL PALM	1.3	30.00	20.00
18	FICUS	0.7	25.00	20.00
19	FICUS	0.8	30.00	25.00
20	FICUS	0.3	30.00	20.00
21	ALEXANDER PALM	0.3	30.00	8.00
22	FICUS	1.2	30.00	25.00
23	FICUS	0.8	30.00	25.00
24	UMBRA	1.2	30.00	25.00
25	SABAL PALM	1.3	30.00	15.00
26	ALEXANDER PALM	0.40	25.00	10.00
27	ALEXANDER PALM (2)	0.4	30.00	10.00
28	ALEXANDER PALM	0.4	30.00	10.00
29	ALEXANDER PALM (2)	0.4	30.00	10.00
30	ALEXANDER PALM	0.3	25.00	8.00
31	ALEXANDER PALM	0.3	30.00	10.00
32	ALEXANDER PALM	0.3	30.00	10.00
33	ALEXANDER PALM (2)	0.3	35.00	10.00
34	ALEXANDER PALM (2)	0.3	35.00	10.00
35	UMBRELLA	2.5	35.00	30.00
36	ALEXANDER PALM	0.3	25.00	8.00
37	ALEXANDER PALM	0.4	35.00	10.00
38	ALEXANDER PALM	0.4	30.00	10.00
39	ALEXANDER PALM	0.4	30.00	10.00
40	ALEXANDER PALM	0.4	35.00	10.00
41	ALEXANDER PALM	0.4	35.00	10.00
42	ALEXANDER PALM	0.4	35.00	10.00
43	ALEXANDER PALM	0.4	35.00	10.00
44	ALEXANDER PALM	0.4	35.00	10.00
45	ALEXANDER PALM	0.4	35.00	10.00
46	ALEXANDER PALM	0.4	35.00	10.00
47	ALEXANDER PALM	0.4	35.00	10.00
48	ALEXANDER PALM	0.4	35.00	10.00
49	ALEXANDER PALM	0.4	35.00	10.00
50	ALEXANDER PALM	0.3	35.00	10.00
51	ALEXANDER PALM	0.4	35.00	10.00
52	ALEXANDER PALM	0.4	35.00	10.00
53	ALEXANDER PALM	0.4	30.00	10.00
54	ALEXANDER PALM	0.4	30.00	10.00
55	ALEXANDER PALM	0.4	30.00	10.00
56	ALEXANDER PALM	0.4	30.00	10.00
57	ALEXANDER PALM	0.4	30.00	10.00
58	ALEXANDER PALM	0.3	25.00	8.00
59	ALEXANDER PALM	0.4	30.00	10.00
60	ALEXANDER PALM	0.4	30.00	10.00
61	ALEXANDER PALM	0.3	15.00	8.00
62	ALEXANDER PALM	0.4	30.00	10.00
63	ALEXANDER PALM	0.4	30.00	10.00
64	SABAL PALM	1.3	25.00	15.00
65	SABAL PALM	1.3	25.00	15.00
66	UMBRELLA	1.8	40.00	25.00
67	SABAL PALM	1.5	35.00	15.00
68	ALEXANDER PALM (2)	0.3	25.00	8.00
69	ALEXANDER PALM (2)	0.3	25.00	8.00
70	AUSTRALIAN PINE	1.5	55.00	15.00
71	AUSTRALIAN PINE	1.5	55.00	15.00
72	AUSTRALIAN PINE	2.0	55.00	15.00
73	FICUS	1.2	20.00	15.00
74	AUSTRALIAN PINE	2.5	55.00	20.00
75	AUSTRALIAN PINE	2.0	55.00	15.00
76	AUSTRALIAN PINE	1.0	55.00	15.00
77	AUSTRALIAN PINE	1.0	55.00	15.00
78	ALEXANDER PALM	0.3	25.00	8.00
79	ALEXANDER PALM	0.4	25.00	8.00
80	ALEXANDER PALM	0.4	25.00	8.00
81	ALEXANDER PALM	0.4	25.00	8.00
82	FICUS	2.0	25.00	20.00
83	FICUS	0.8	25.00	20.00
84	FICUS	2.0	25.00	20.00
85	FICUS	2.0	25.00	20.00
86	FICUS	0.6	30.00	20.00
87	FICUS	0.6	30.00	20.00
88	FICUS	0.6	20.00	20.00

ABBREVIATIONS

[illegible]

PROPERTY ADDRESS:

LOT 7- 1150-52 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1310)
LOT 8- 1160 102nd STREET, BAL HARBOUR, FLORIDA, 33154 (FOLIO No: 13-2227-001-1320)

CERTIFICATION:

LE JARDIN HOUSE, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION:

LOTS 7 AND 8, BLOCK 6, 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. A/K/A FOLIO No 'S 13-227-001-1310 & 13-227-001-1320.

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
 THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
 THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
 LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
 BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE BOUNDARY OF A TRACT OF LAND IN THE PUBLIC RECORDS, WITH OR WITHOUT A SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
 EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
 THE TERM ENCROACHMENT MEANS THE VIOLATION OF ANY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
 UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
 FENCE OWNERSHIP NOT DETERMINED.
 THIS PLAN OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES AND DOES NOT INTEND TO EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8.00 FEET
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA

SURVEYOR'S NOTES:

- 1 IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY TOWNSHIP MAPS
- 2 THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
- 3 CERTIFICATE OF AUTHORIZATION LB #7806
- 4 THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.
- 5 ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. THE COUNTY BENCH MARK MR-243 LOCATOR NO. 2225 W. ELEVATION IS 6.61 FEET OF N.G.V.D. OF 1929

SURVEYOR'S CERTIFICATION:

THEY HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 422.027, FLORIDA STATUTES.

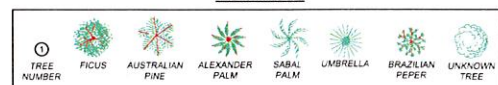
BY:  07/19/2014
CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER).

REVISD ON: ADDED CONSTRUCTION ELEV. 9/24/2014

REVISÉD ON _____ ADDED TREES 10/10/2014

TREE LEGEND



DRAWN BY:	E.O.
-----------	------

FIELD DATE:	07/19/2014
-------------	------------

SURVEY NO:	14-002548
------------	-----------

0.0000	0.0000
--------	--------





ADJACENT EAST NEIGHBOR



SUBJECT SITE



ADJACENT WEST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
11177 KANE CONOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEER
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1801 S.W. 113 STREET MIAMI, FL 33135
TEL: 305.441.1131 FAX: 305.441.1132

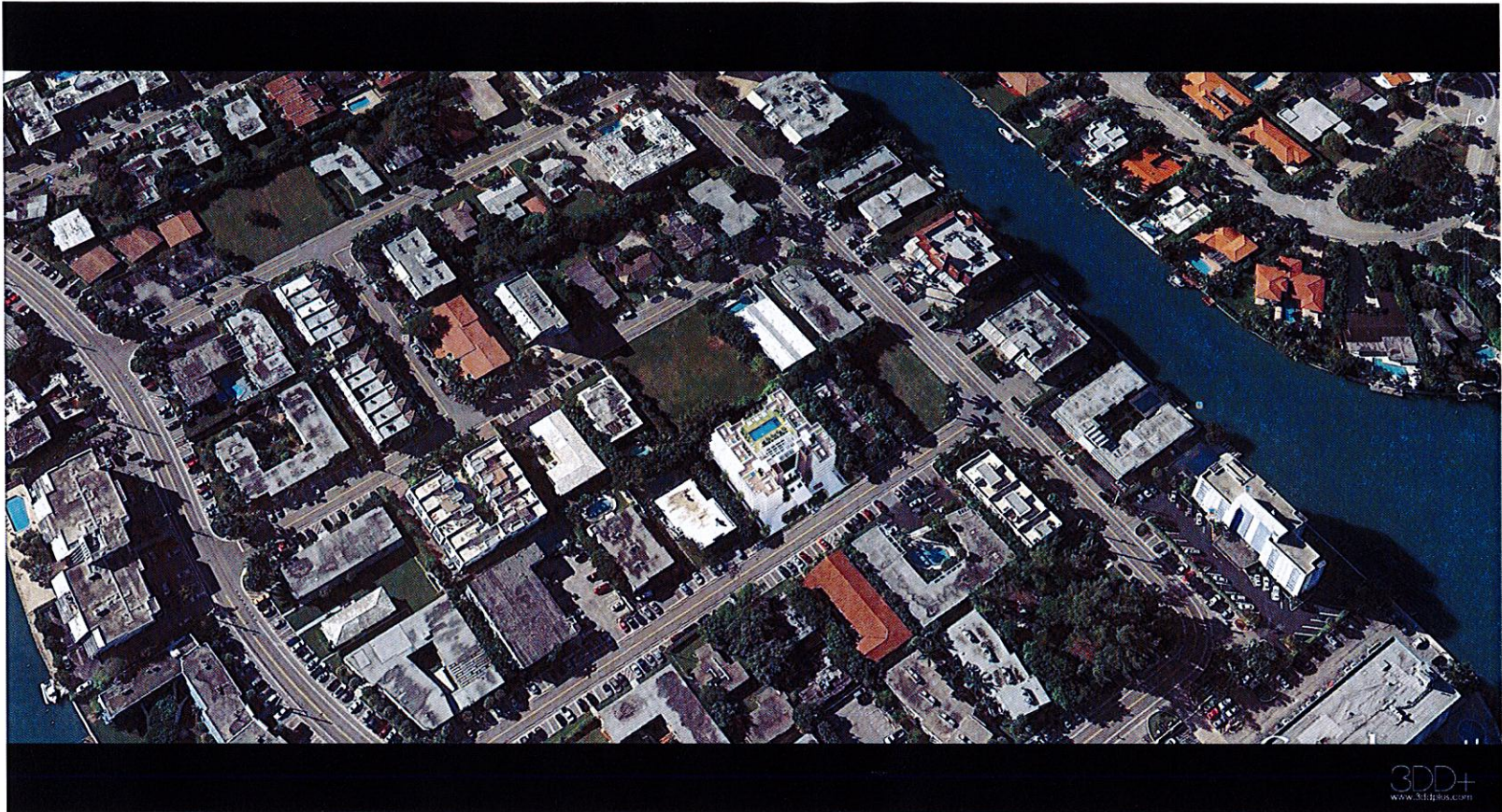
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

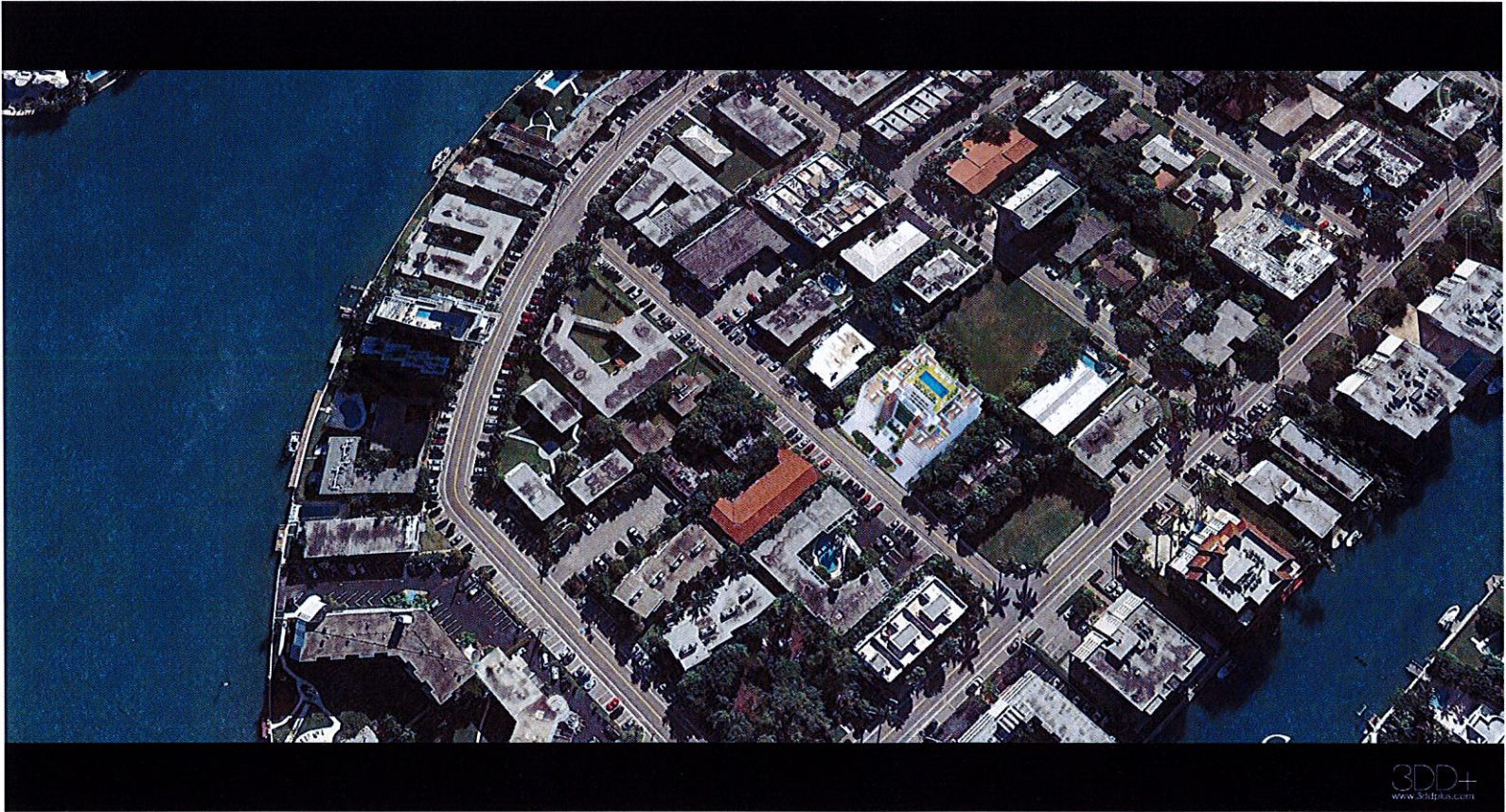
SIGNATURE	DATE	NO.	REVISION	DATE	BY

DRAWING TITLE
CONTEXT
PHOTOS
SCALE DATE NOVEMBER 13, 2014
SHEET NUMBER
A-0.02
P&Z SUBMITTAL



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"



CONTEXT AERIAL RENDERING

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 S.W. 8 STREET MIAMI BEACH, FL 33134
TEL: 305-441-0000 FAX: 305-441-0001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
CONTEXT AERIAL VIEWS

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER
A-0.03

P&Z SUBMITTAL



FRONT VIEW WITHOUT SCREEN



FRONT VIEW WITH SCREEN

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHERMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 11TH STREET SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE

PERSPECTIVE RENDERING

SCALE DATE NOVEMBER 13, 2014

SHEET NUMBER

A-0.04

P&Z SUBMITTAL



AERIAL VIEW



STREET VIEW

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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

LE JARDIN , LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.

HE

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.

GD

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
4001 N. W. 11 STREET MIAMI FL 33154
PHONE: 408-1081 FAX: 31-44-8415

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

RENDERING

SCALE

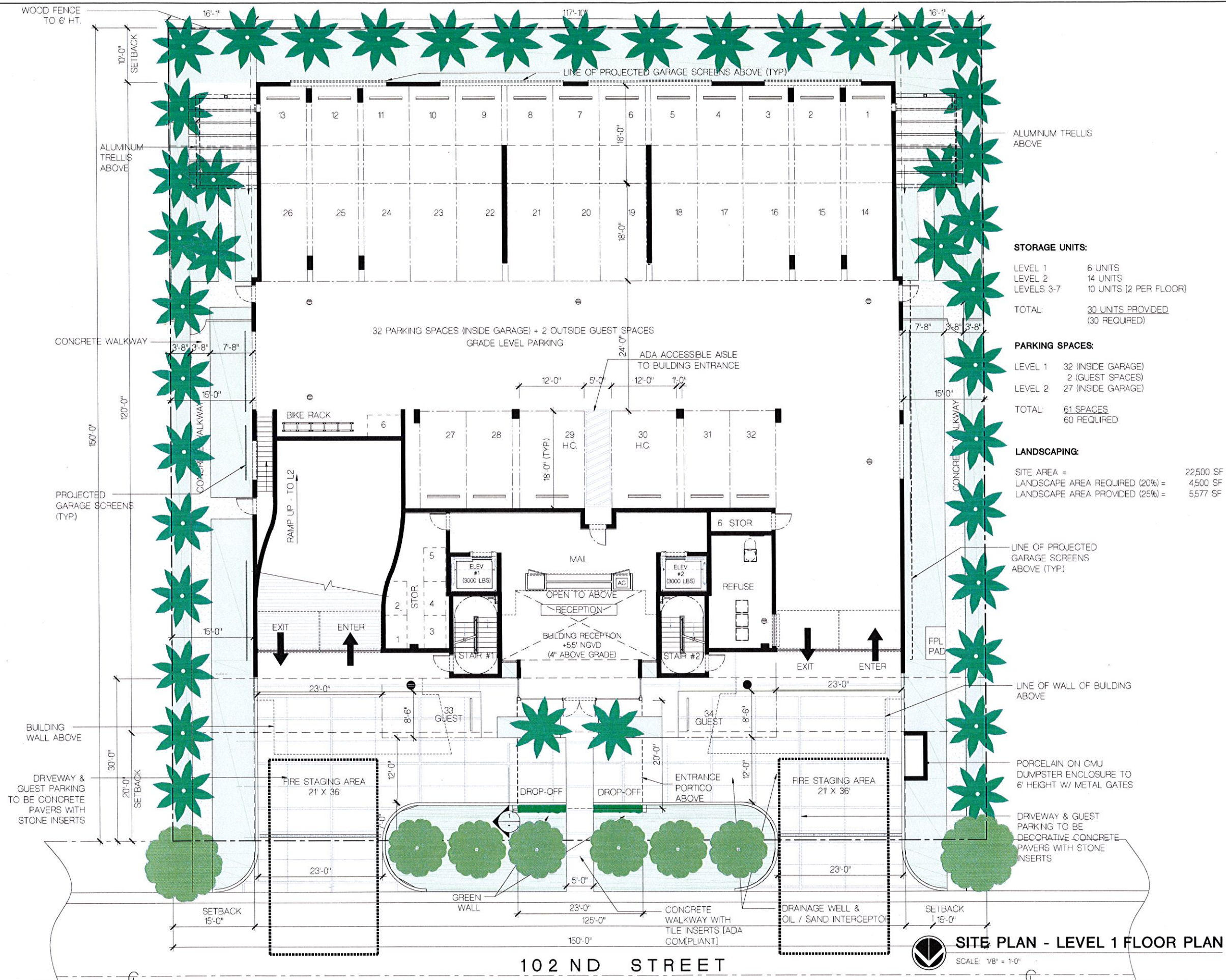
DATE

NOVEMBER 13, 2014

SHEET NUMBER

A-0.05

P&Z SUBMITTAL



FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
1400 N.E. 41 STREET SUITE 201 MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENG.

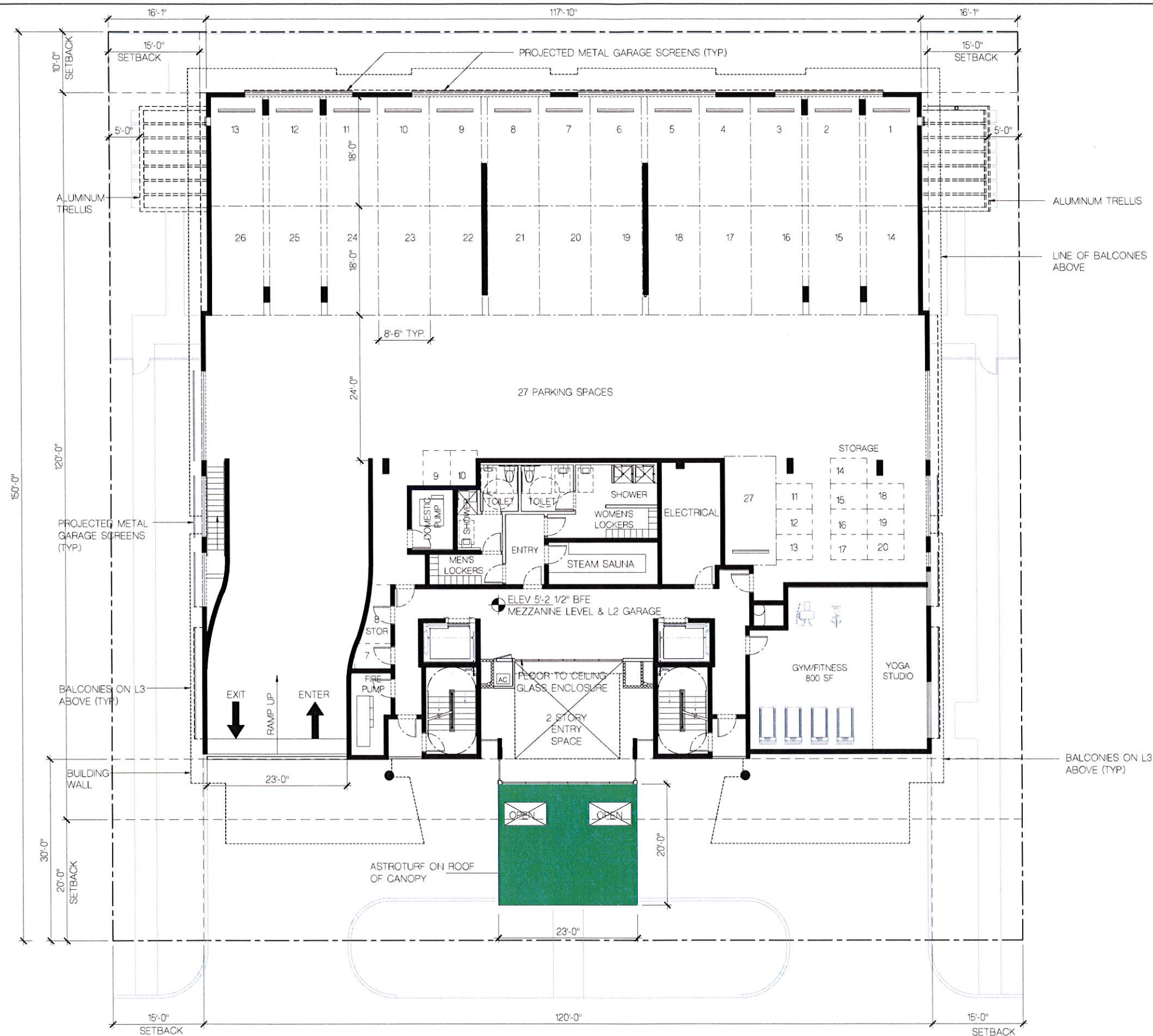
MEP ENG.

LANDSCAPING:
SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED (20%) = 4,500 SF
LANDSCAPE AREA PROVIDED (25%) = 5,577 SF

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
SITE PLAN
LEVEL 1 FLOOR PLAN
SCALE: 1/8" = 1'-0"
DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-1.01
P&Z SUBMITTAL



LEVEL 2 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
JULIA BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
400 N. W. 11 STREET SUITE 201
MIAMI BEACH, FLORIDA 33139

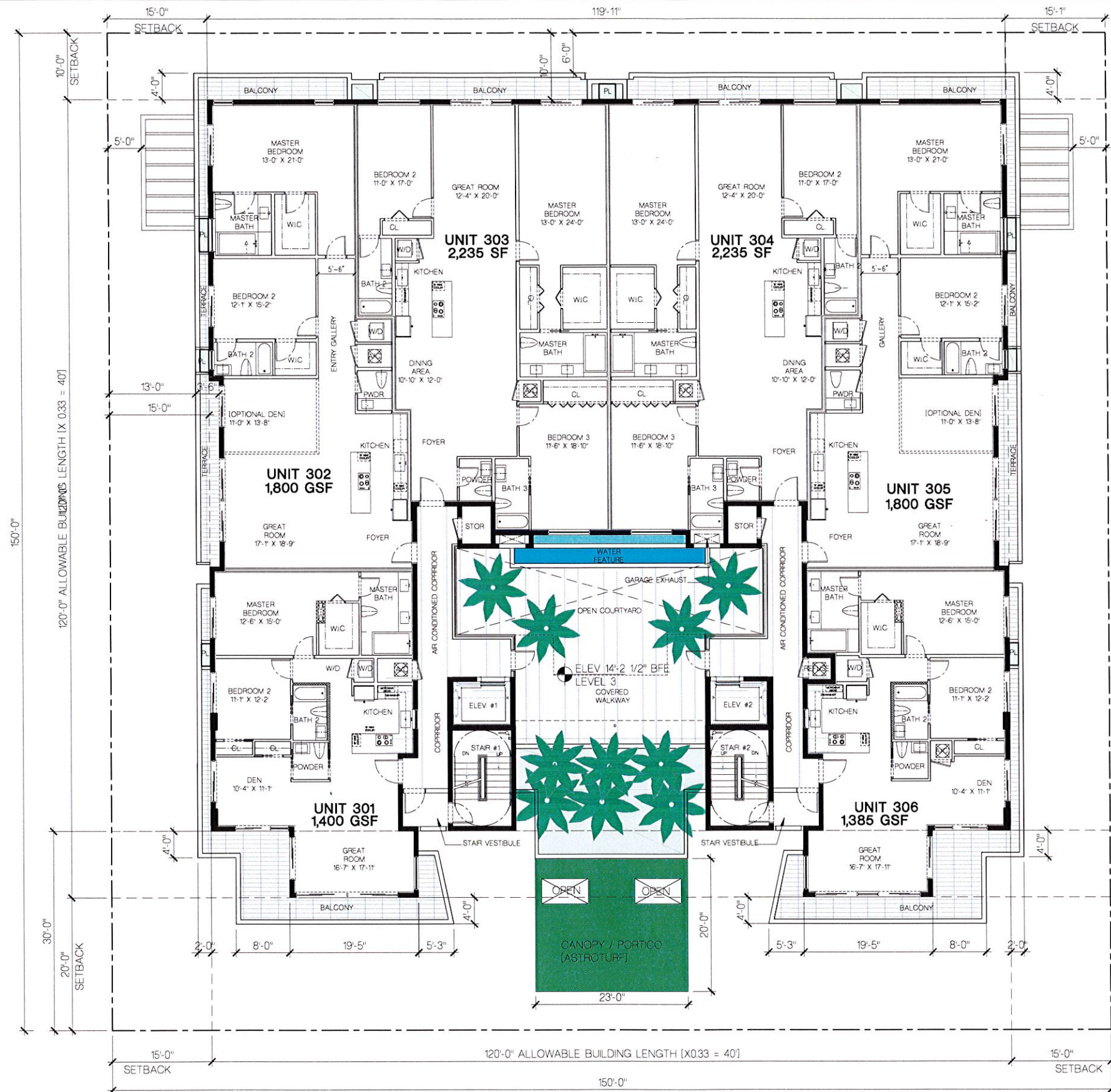
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 2
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-102
P&Z SUBMITTAL



LEVEL 3 FLOOR PLAN [6 UNITS 10,855 GSF]

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4801 N. W. STREET, SUITE 101
FORT LAUDERDALE, FL 33309

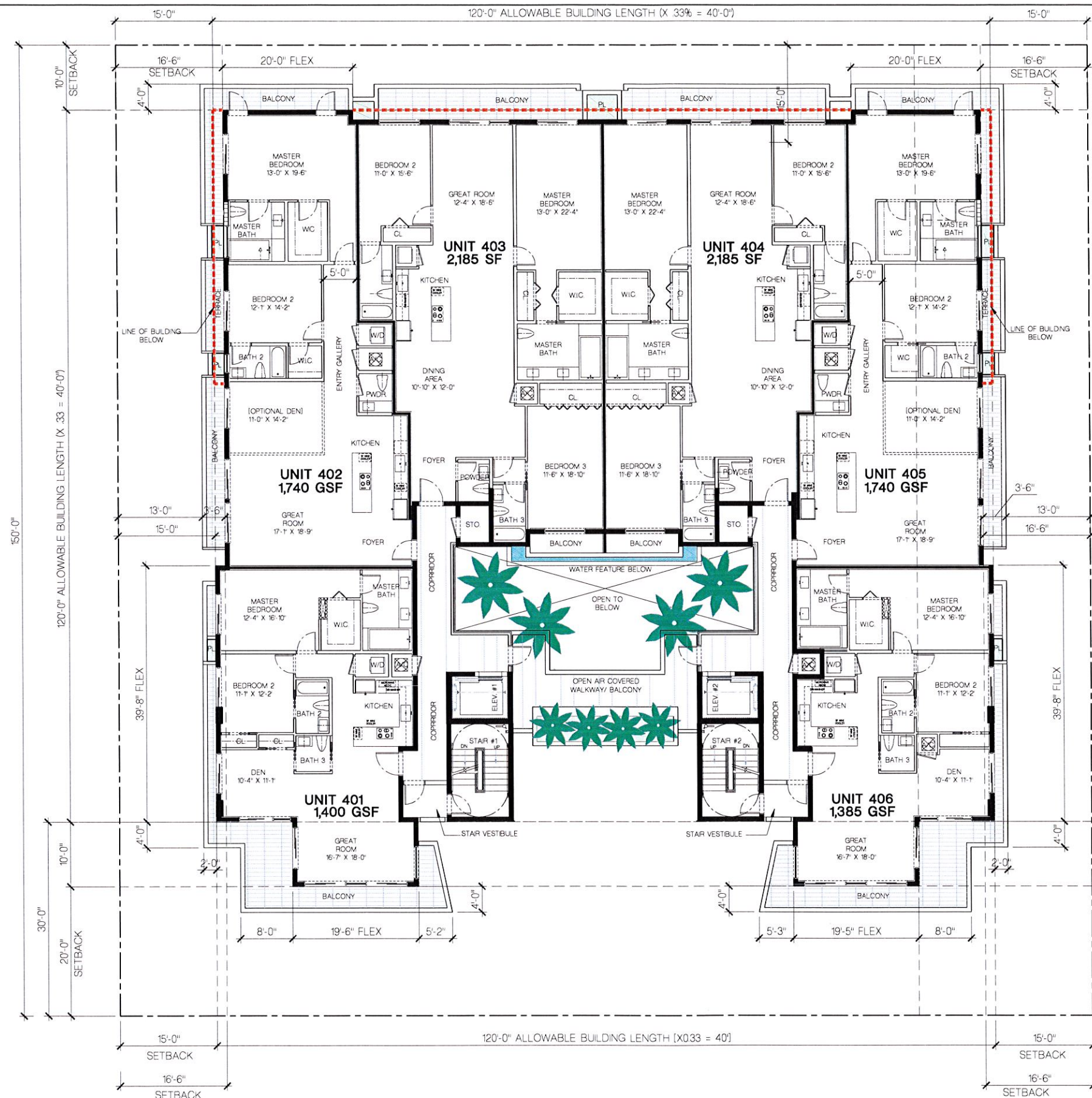
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-103
P&Z SUBMITTAL



LEVEL 4 - FLOOR PLAN [6 UNITS 10,635 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FIDM
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
409 S.W. 11 STREET MIAMI BEACH, FL 33139
TEL: 305-442-9888 FAX: 305-442-9889

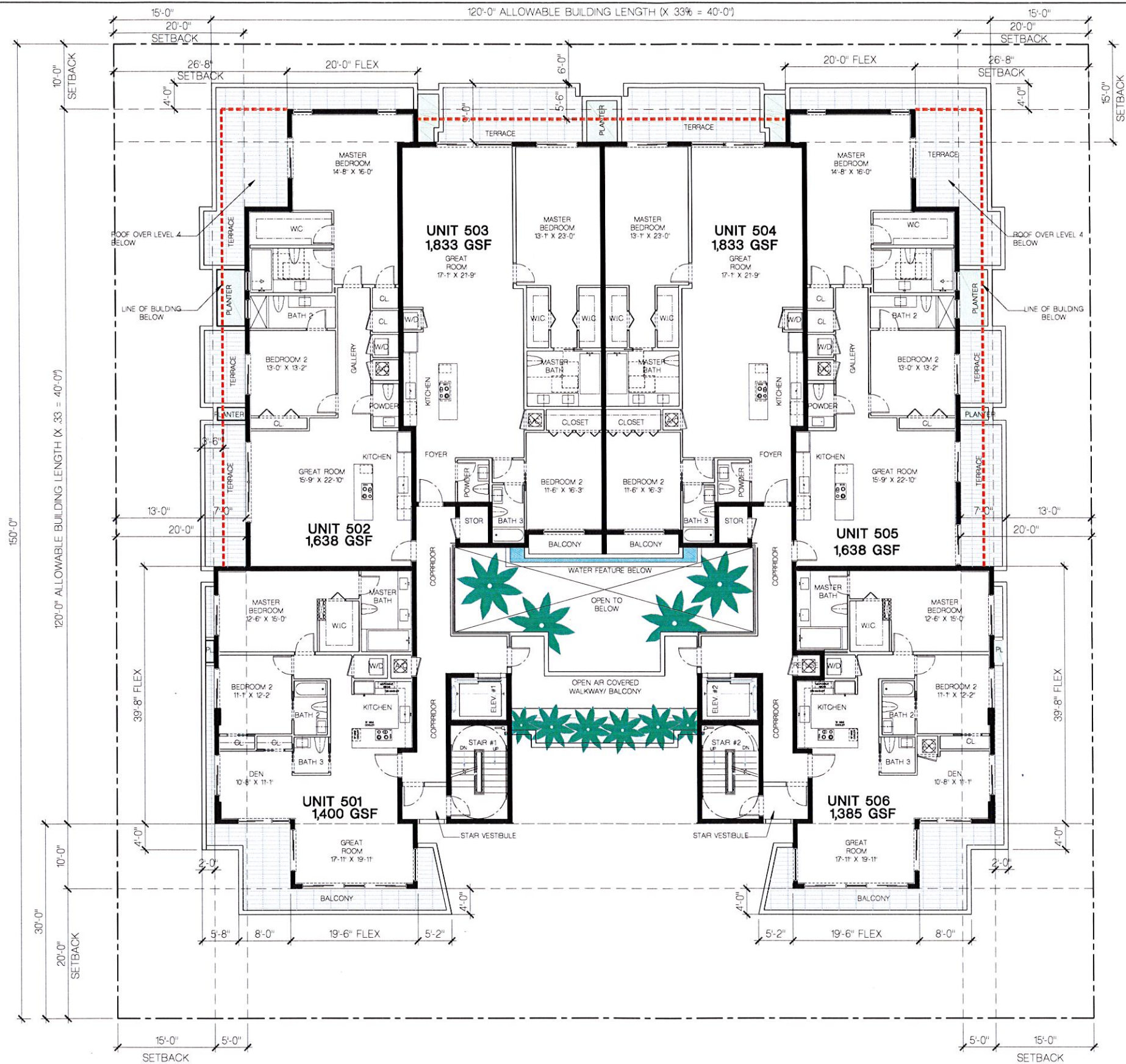
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 4
FLOOR PLAN**
SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-104
P&Z SUBMITTAL



LEVEL 5 - FLOOR PLAN [6 UNITS 9,765 GSF]

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

REVISED
11.03.14

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHILIP BENAYOUN FISHMAN
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/03/14
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 ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1802 S.W. 41 STREET SUITE 101
MIAMI, FLORIDA 33135

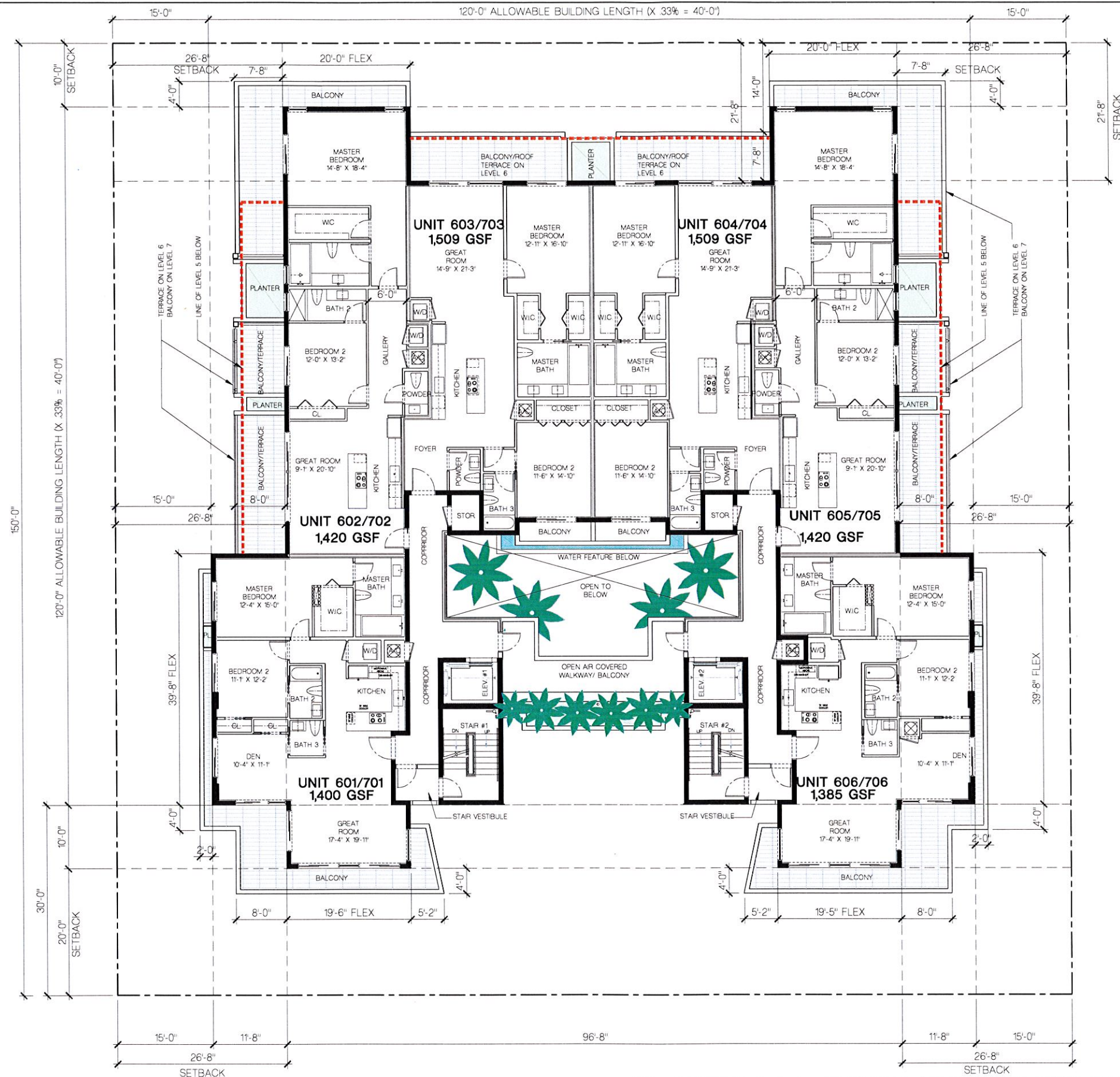
STRUCTURAL ENGINEER

MECHANICAL ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 5
FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-105
P&Z SUBMITTAL



LEVELS 6 & 7 - FLOOR PLAN [6 UNITS 8,643 SF/FLOOR X 2 = 17,286 GSF]

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
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, FLORIDA 33154
PH: (305) 888-3665 FAX: (305) 888-3050
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
400 S.W. 81 STREET MIAMI FL 33135
TEL: 305-454-7800 FAX: 305-454-7801

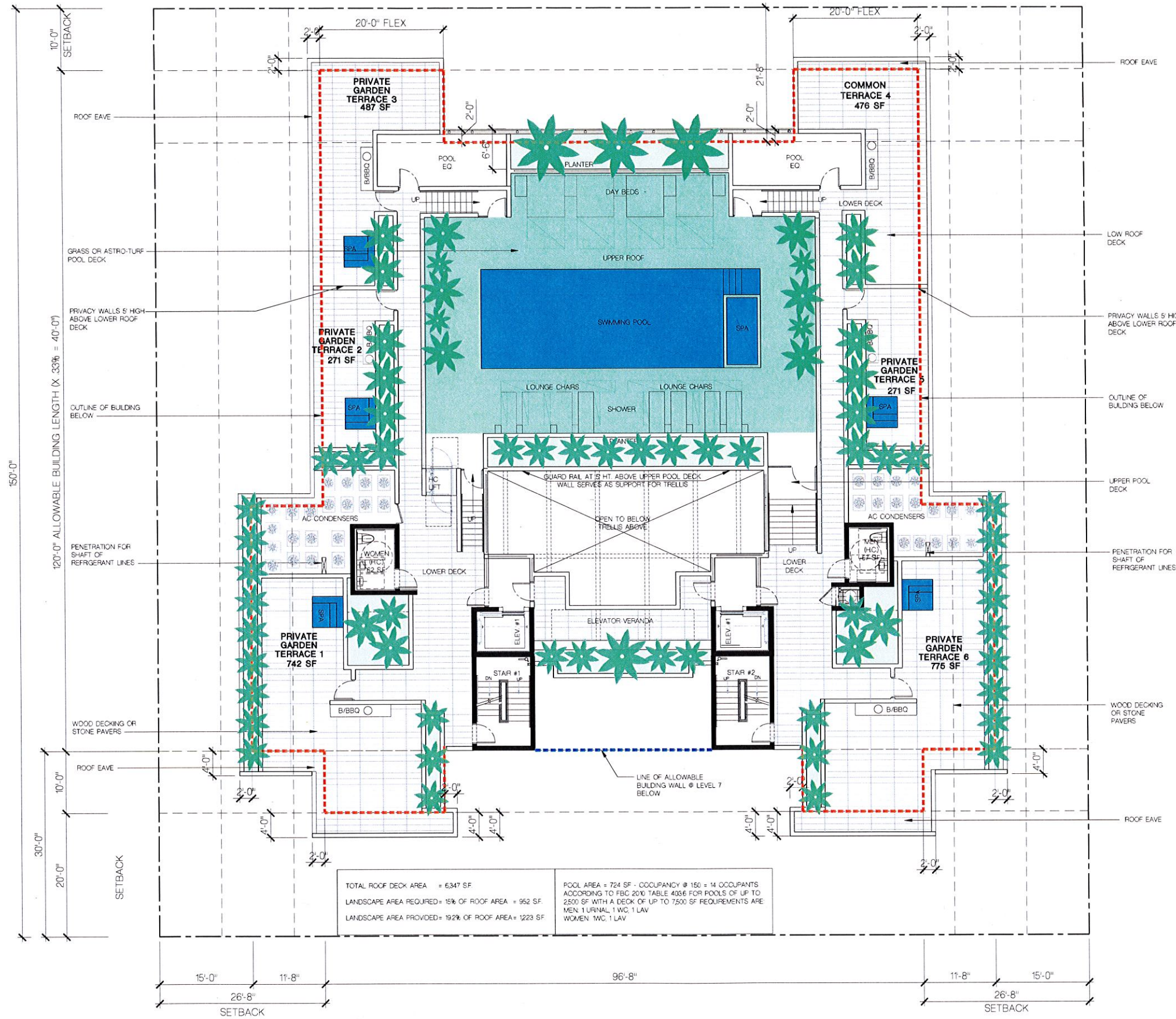
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
**LEVELS 6-7
FLOOR PLAN**
SCALE 1/8" = 1'-0"
DATE NOVEMBER 13, 2014
SHEET NUMBER
A-106
P&Z SUBMITTAL



TOTAL ROOF DECK AREA = 6,347 SF
LANDSCAPE AREA REQUIRED = 15% OF ROOF AREA = 952 SF
LANDSCAPE AREA PROVIDED = 19.2% OF ROOF AREA = 1,223 SF

POOL AREA = 724 SF - OCCUPANCY @ 150 = 14 OCCUPANTS
ACCORDING TO FBC 2010 TABLE 403.6 FOR POOLS OF UP TO
2500 SF WITH A DECK OF UP TO 7500 SF REQUIREMENTS ARE
MEN 1 URINAL 1 WC 1 LAV
WOMEN 1 WC 1 LAV



ROOF LEVEL 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 WANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH. (305) 868.3665 FAX (305) 868.3655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1401 S.W. 81 STREET SUITE 201 MIAMI
FL 33135 (305) 444-8400

STRUCTURAL ENG.

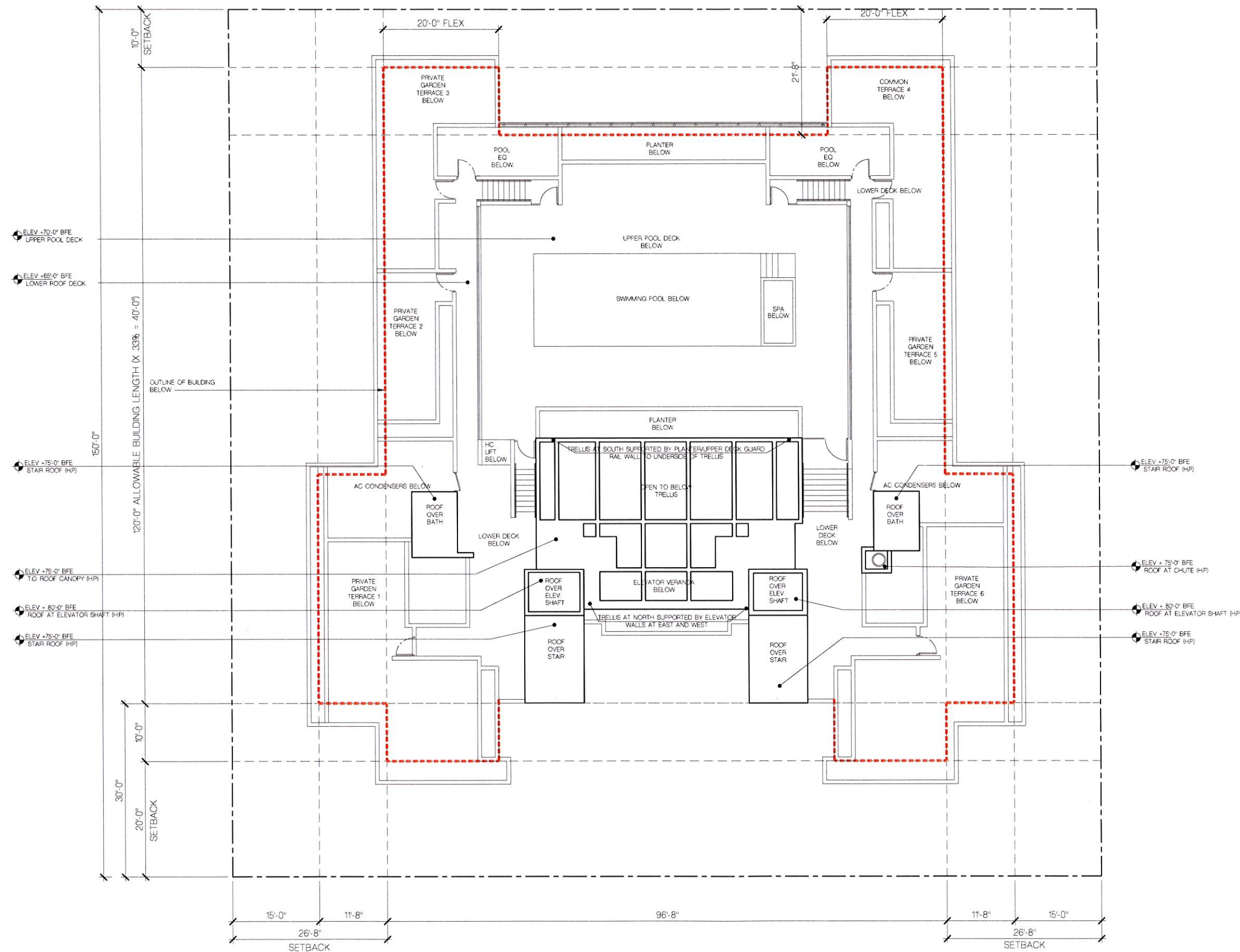
MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
ROOF LEVEL FLOOR PLAN

SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-1.07
P&Z SUBMITTAL



FRANKEL BENAYOUN
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, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CHA. ENG.
HOLLAND ENGINEERING INC.
civil engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1001 N. W. 11th Street, Suite 1111
MIAMI, FL 33136 FAX: 305.441.4411

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
HIGH ROOF PLAN

SCALE: 1/8" = 1'-0"
DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-108
P&Z SUBMITTAL



HIGH ROOF PLAN
SCALE: 1/8" = 1'-0"



NORTH ELEVATION

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, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3001 N. W. 11 STREET MIAMI, FL 33154
PH: (305) 441-1000 FAX: (305) 441-1001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO	REVISION
	DATE
	BY

DRAWING TITLE

NORTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014

SHEET NUMBER

A-2.01

P&Z SUBMITTAL



NORTH LANDSCAPE ELEVATION
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0002145
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0019273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33104
PH: (305) 868-3665 FAX: (305) 868-3665
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WY SUITE 4709
MIAMI, FLORIDA 33101

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEER
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 W. 40 STREET MIAMI FL 33135
PHONE: 305-441-1000 FAX: 305-441-1001

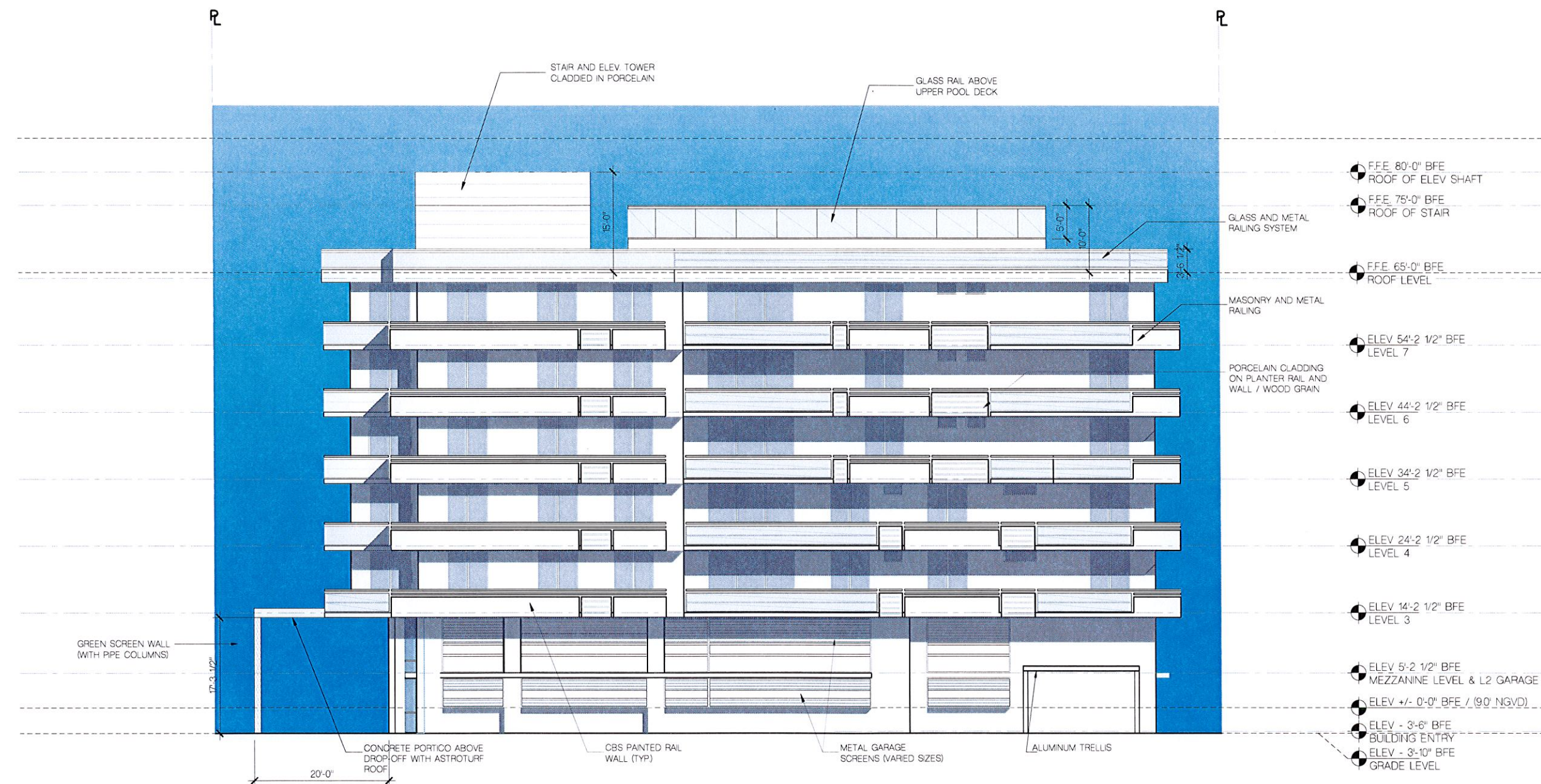
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33104

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

PROJECT TITLE
NORTH ELEVATION
SCALE 1/8" = 1'-0" DATE OCTOBER 16, 2014
SHEET NUMBER
A-2.01
7/2 SUBMITTAL



WEST ELEVATION

SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHILIP BENAYOUN, P.S.H.M.A.
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
1500 S.W. 81 STREET MIAMI BEACH, FL 33134
770.555.4000 FAX 770.555.4000

STRUCTURAL ENG.

M.E.P. ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
WEST ELEVATION
SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-2.02
P&Z SUBMITTAL

R

R



WEST LANDSCAPE ELEVATION

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

FRANKEL BENAYOUN ARCHITECTS INC.

ARCHITECTS PLANNING INTERIOR DESIGN
LICENSE NO. AA-0001494
MARILYN A. FRANKEL
LICENSE NO. AR0001143
FRANKEL BENAYOUN ARCHITECTS
LICENSE NO. AR0001273
1177 W. WALKER BLVD., SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3666
E-MAIL: INFO@FRANKEL-BENAYOUN.COM

OWNER / DEVELOPER

LE JARDIN, LLC

200 BISHOP BLVD. SUITE 4700
MIAMI, FLORIDA 33135

ENGINEER

HE HOLLAND ENGINEERING INC.

2500 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
(305) 367-0371 (305) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.

LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. 11 STREET MIAMI, FL 33136
PHONE: 305.461.1111 FAX: 305.461.1112

STRUCTURAL ENGINEER

1177 W. WALKER BLVD., SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154

MECHANICAL ENGINEER

1177 W. WALKER BLVD., SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154

ELECTRICAL ENGINEER

1177 W. WALKER BLVD., SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154

LE JARDIN

NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

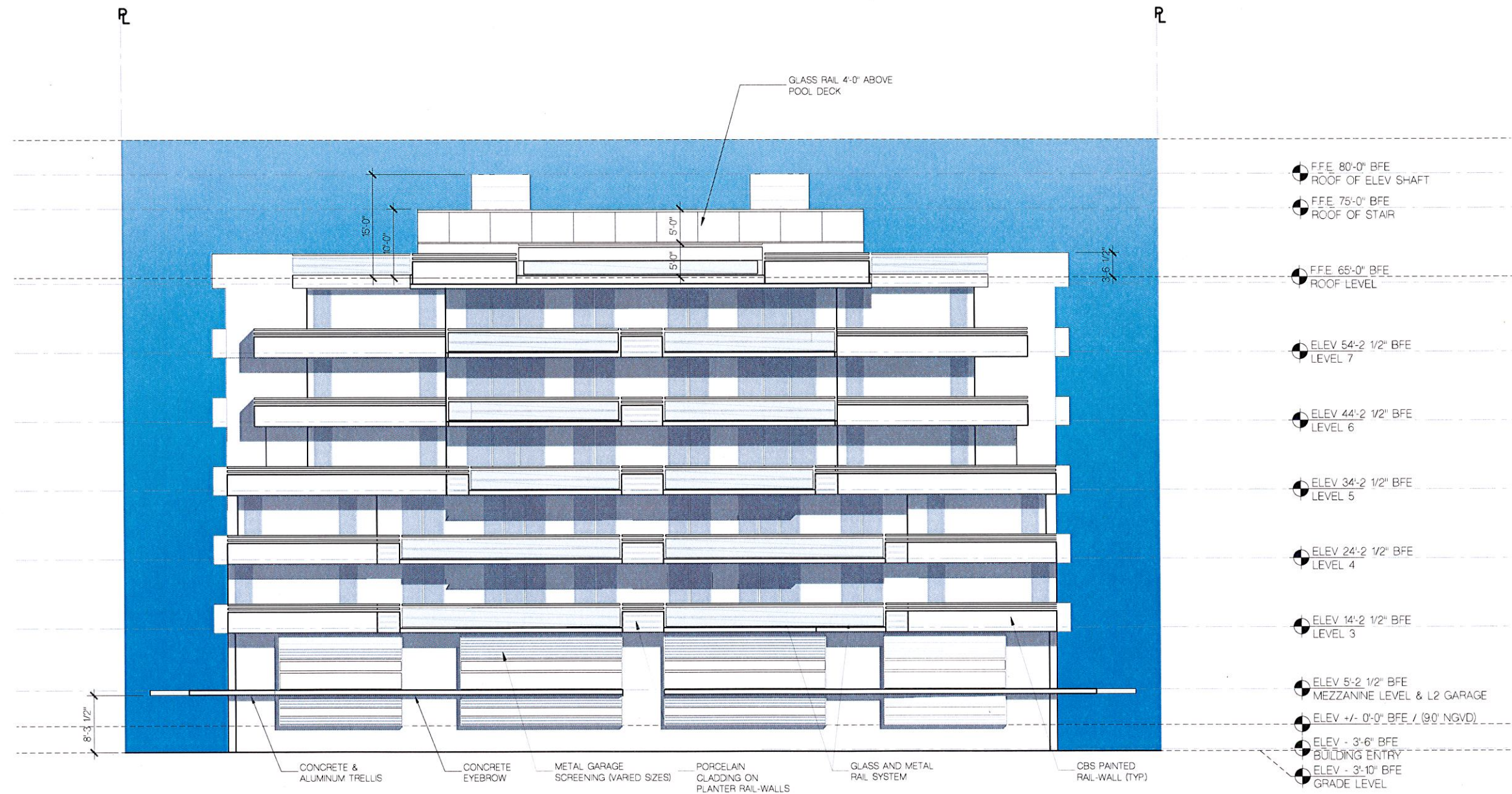
NO. REVISION DATE BY

WEST ELEVATION

SCALE: 1/8" = 1'-0" DATE: OCTOBER 14, 2014

SHEET NUMBER: A-2.02

PLZ: SLEW: LAL



FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001454
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
11177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
REVISED 11/13/2014 SCALE: 1/8" = 1'-0"
THRU: 11/13/2014 11/13/2014

STRUCTURAL 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

MEP 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

MEP 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

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE 1/8" = 1'-0" DATE NOVEMBER 13, 2014
SHEET NUMBER
A-2.03
P&Z SUBMITTAL

SOUTH ELEVATION
SCALE 1/8" = 1'-0"



SOUTH LANDSCAPE ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001184
MARKUS A. FRANKEL
LICENSE NO. AR0001143
OFFICE: 200 BISCAYNE BOULEVARD, SUITE 4109
MIAMI, FLORIDA 33133
TEL: (305) 868.2650 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

DESIGN / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD, SUITE 4109
MIAMI, FLORIDA 33133

DATE: 10/1/2014
HOLLAND ENGINEERING INC.
civil engineer
3800 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 967-0371 / (954) 967-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1400 N. W. 10TH STREET, SUITE 100
MIAMI, FLORIDA 33136

STRUCTURAL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

PLUMBING ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
DAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE: 1/8" = 1'-0" DATE: OCTOBER 13, 2014
SHEET NAME: **A-2.03**
P&Z SUBMITTAL



EAST LANDSCAPE ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AR0001483
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 WARE CONCOURSE, SUITE 150
BAY HARBOR ISLANDS FLORIDA 33154
PH: (305) 888-2665 FAX: (305) 868-2655
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 / (954) 367-0272 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3000 N. 11 STREET SUITE 200
MIAMI, FL 33131 FAX: 305-464-4444

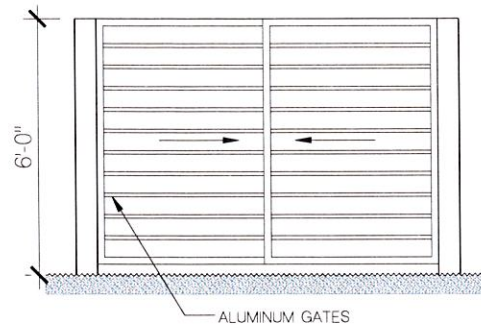
STRUCTURAL ENGINEER

MECHANICAL ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS FLORIDA 33154

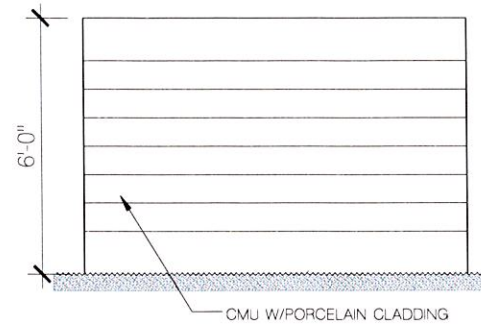
DATE
BY
CHECKED
DATE

DRAWING TITLE
EAST ELEVATION
SCALE: 1/8" = 1'-0" DATE: OCTOBER 14, 2014
SHEET NUMBER
A-2.04
P&Z SUBMITTAL



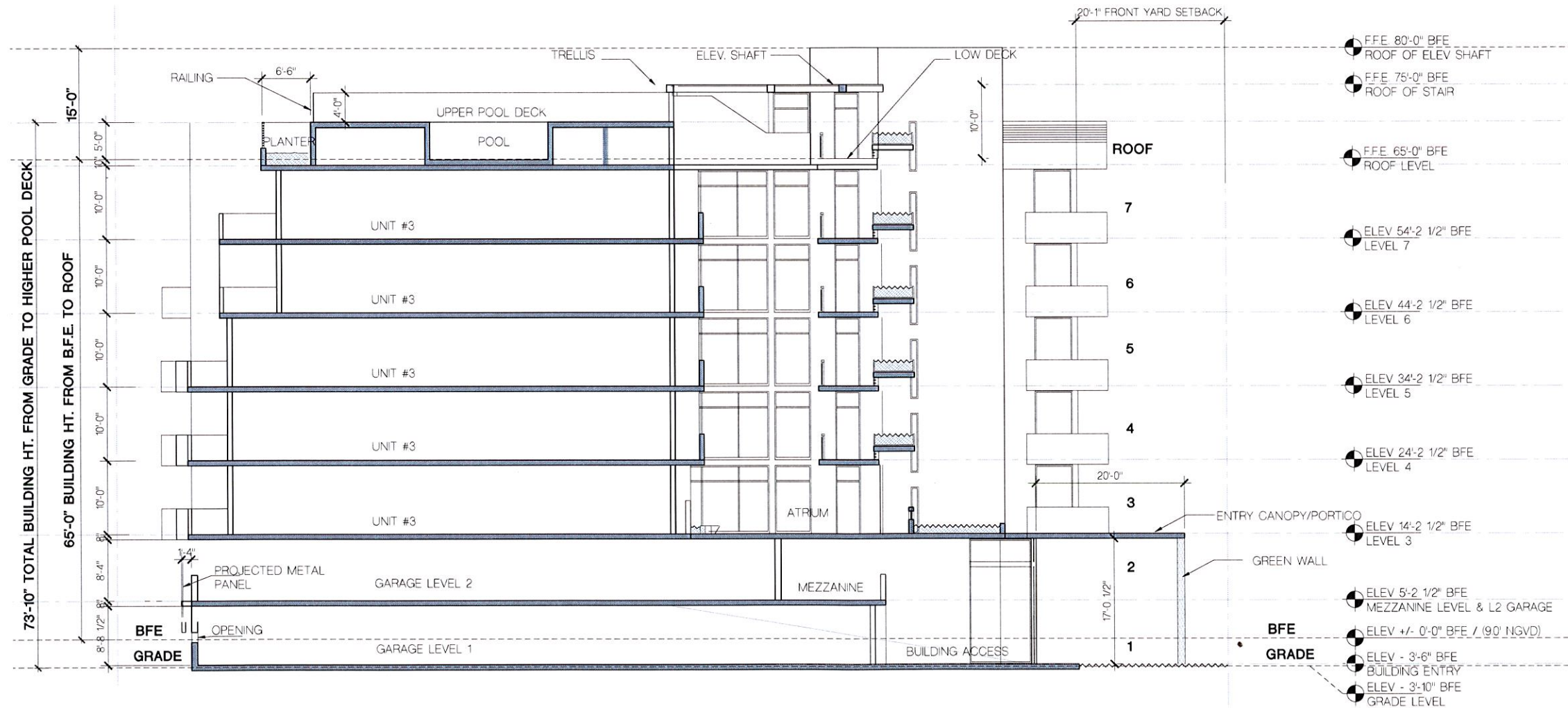
DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



BUILDING SECTION

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

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0012273
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
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL 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.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1805 W. 41 STREET MIAMI, FL 33135
PHONE: 305-441-1000 FAX: 305-441-1000

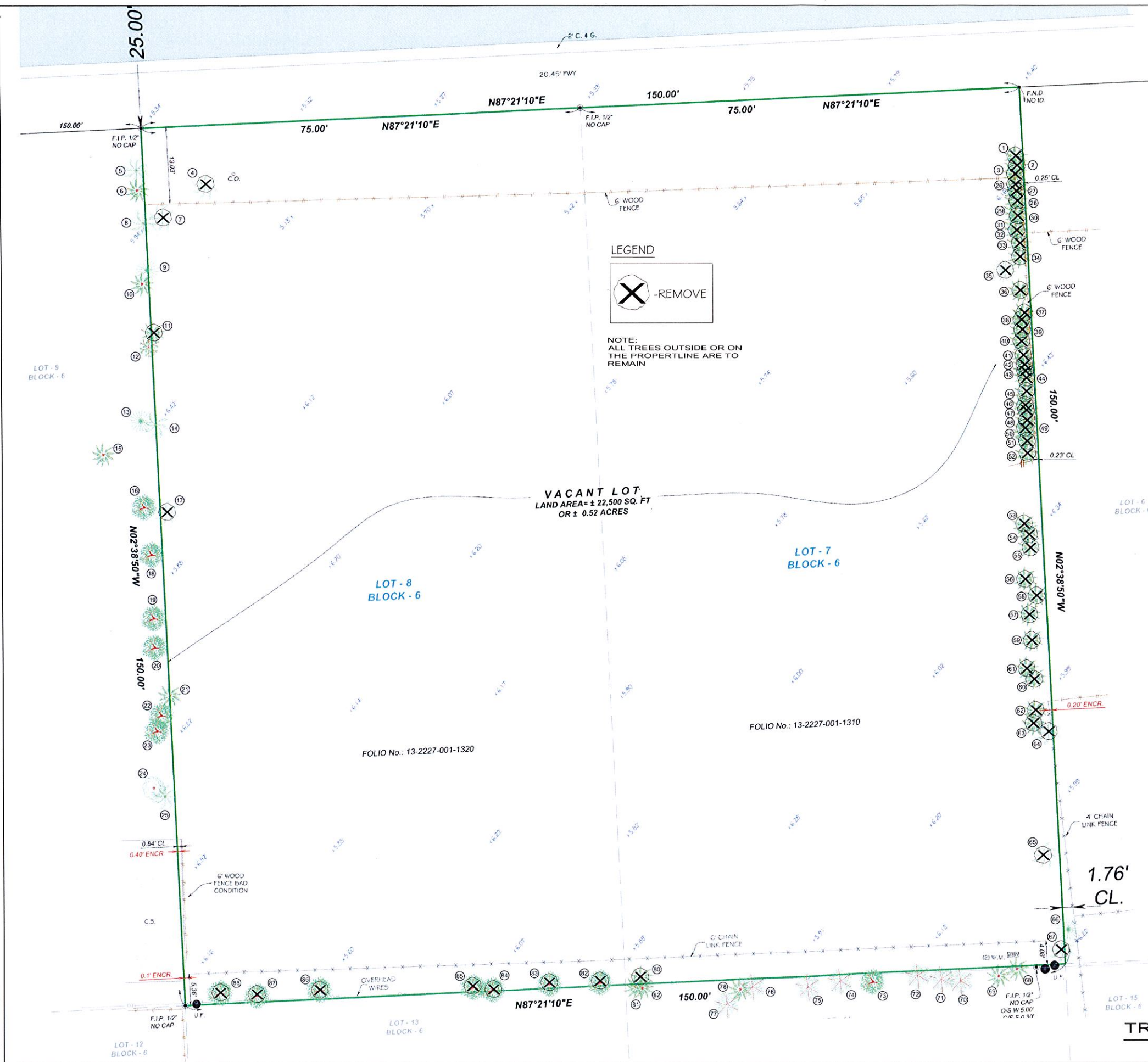
STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
LEVEL 1 FLOOR PLAN**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-3.01
P&Z SUBMITTAL



TREE TABLE			
No.	NAME	DBH (IN)	HEIGHT (FT)
1	ALEXANDER PALM	0.5	25.00
2	ALEXANDER PALM	0.5	25.00
3	ALEXANDER PALM	0.5	25.00
4	SABAL PALM	0.7	30.00
5	SABAL PALM	1.0	25.00
6	ALEXANDER PALM	0.5	25.00
7	SABAL PALM	0.7	30.00
8	SABAL PALM	1.2	20.00
9	UMBRELLA	0.5	25.00
10	ALEXANDER PALM	0.3	30.00
11	ALEXANDER PALM	0.3	30.00
12	BRASILIAN PEPPER	3.0	25.00
13	UMBRELLA	3.0	30.00
14	SABAL PALM	1.3	15.00
15	ALEXANDER PALM	0.3	15.00
16	FICUS	0.7	30.00
17	SABAL PALM	1.3	20.00
18	FICUS	0.7	25.00
19	FICUS	0.8	30.00
20	FICUS	0.3	30.00
21	ALEXANDER PALM	0.3	30.00
22	FICUS	1.2	30.00
23	FICUS	0.8	30.00
24	UNION	1.0	30.00
25	SABAL PALM	1.3	30.00
26	ALEXANDER PALM	0.40	25.00
27	ALEXANDER PALM (2)	0.4	30.00
28	ALEXANDER PALM	0.4	30.00
29	ALEXANDER PALM (2)	0.4	30.00
30	ALEXANDER PALM	0.3	25.00
31	ALEXANDER PALM	0.3	30.00
32	ALEXANDER PALM	0.3	30.00
33	ALEXANDER PALM (2)	0.3	35.00
34	ALEXANDER PALM (2)	0.3	35.00
35	UMBRELLA	2.5	35.00
36	ALEXANDER PALM	0.3	25.00
37	ALEXANDER PALM	0.4	35.00
38	ALEXANDER PALM	0.4	30.00
39	ALEXANDER PALM	0.4	30.00
40	ALEXANDER PALM	0.4	35.00
41	ALEXANDER PALM	0.4	35.00
42	ALEXANDER PALM	0.4	35.00
43	ALEXANDER PALM	0.4	35.00
44	ALEXANDER PALM	0.4	35.00
45	ALEXANDER PALM	0.4	35.00
46	ALEXANDER PALM	0.4	35.00
47	ALEXANDER PALM	0.4	35.00
48	ALEXANDER PALM	0.4	35.00
49	ALEXANDER PALM	0.4	35.00
50	ALEXANDER PALM	0.3	35.00
51	ALEXANDER PALM	0.4	35.00
52	ALEXANDER PALM	0.4	35.00
53	ALEXANDER PALM	0.4	30.00
54	ALEXANDER PALM	0.4	30.00
55	ALEXANDER PALM	0.4	30.00
56	ALEXANDER PALM	0.4	30.00
57	ALEXANDER PALM	0.4	30.00
58	ALEXANDER PALM	0.3	25.00
59	ALEXANDER PALM	0.4	30.00
60	ALEXANDER PALM	0.4	30.00
61	ALEXANDER PALM	0.3	15.00
62	ALEXANDER PALM	0.4	30.00
63	ALEXANDER PALM	0.4	30.00
64	SABAL PALM	1.3	25.00
65	SABAL PALM	1.3	25.00
66	UMBRELLA	1.8	40.00
67	SABAL PALM	1.5	35.00
68	ALEXANDER PALM (2)	0.3	25.00
69	ALEXANDER PALM (2)	0.3	25.00
70	AUSTRALIAN PINE	1.5	55.00
71	AUSTRALIAN PINE	1.5	55.00
72	AUSTRALIAN PINE	2.0	55.00
73	FICUS	1.2	20.00
74	AUSTRALIAN PINE	2.5	55.00
75	AUSTRALIAN PINE	2.2	55.00
76	AUSTRALIAN PINE	1.0	55.00
77	AUSTRALIAN PINE	1.0	55.00
78	ALEXANDER PALM	0.3	25.00
79	ALEXANDER PALM	0.4	25.00
80	ALEXANDER PALM	0.4	25.00
81	ALEXANDER PALM	0.4	25.00
82	FICUS	2.0	25.00
83	FICUS	0.6	25.00
84	FICUS	2.0	25.00
85	FICUS	2.0	25.00
86	FICUS	0.8	20.00
87	FICUS	0.8	20.00
88	FICUS	0.6	20.00

TREE DISPOSITION PLAN
SCALE: 1" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIORS DESIGN

LICENSE NO. AA-001494
MARKUS A. FRANKEL
LICENSE NO. ARD001443
ITAI BENAYOUN FISHMAN
LICENSE NO. ARD017273

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

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD, WY. SUITE 4709
MIAMI, FLORIDA 33137

CIVIL ENG.

HOLLAND ENGINEERING INC.
Civil Engineers
3506 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL. 33021
(954) 357-0371 / (954) 357-0372 FAX
SUSAN C. HOLLAND, PE
Reg. No. 47831

LANDSCAPE ARCH.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1000 N. W. 10TH STREET, SUITE 101
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEYER

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____ DATE _____

NO.	REVISION	DATE	BY

DRAWING TITLE

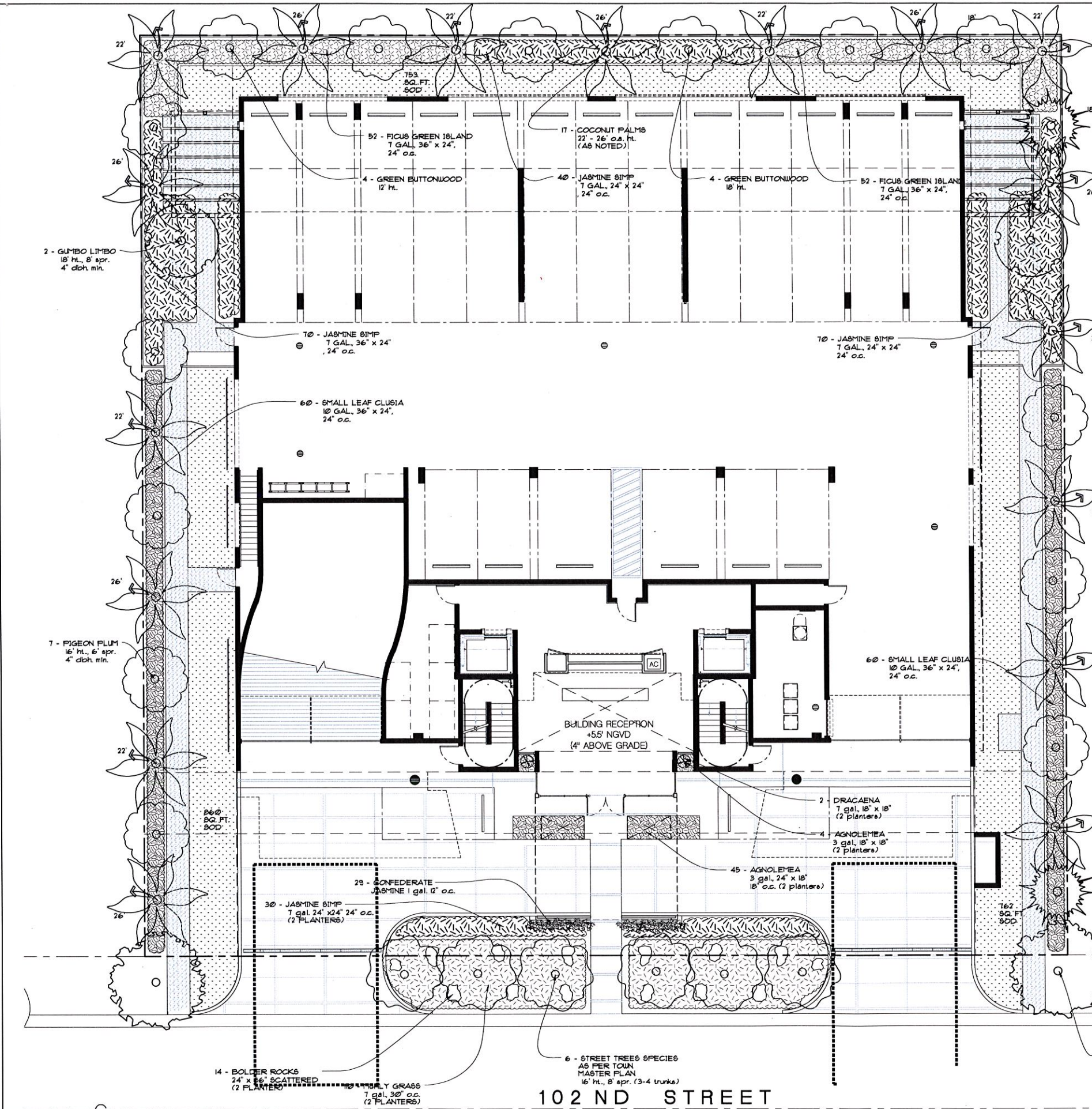
Survey

SCALE _____ DATE OCTOBER 13, 2014

SHEET NUMBER

D-1

F&Z BOARD SUBMITTAL



Town of Bay Harbor Island Landscape Code (Sec. 24-16) Requirements				
Multi-Family Residential - Townhouse Sites (RM-1, RM-2, RM-3)				
Property Address: 1150-1160 102 Street Bay Harbor Island, 33154				
Net Lot Area Acres	0.519	Net Lot Area (Sq. Ft.)	22,500	
A. Open Space Requirement				
Net Lot Area	22,500	S.F. x 20% = 4,500	REQUIRED	PROVIDED
			Min. 4,500	5,577
B. Maximum Lawn Area Allowed				
Req. open space	4,500	S.F. x 60% = 2,700	Max. 2,700	2,284
C. Shade Trees Required				
1. 28 trees/acre	28 x 0.519	Required Trees	15	122
2. Native Species Required	50%	Required Trees	8	28
3. Drought Tolerant and Low Maintenance Species Require - 50%		Required Trees	7	73
(NOTE: No more of required trees can be palms)				
D. Shrubs Required				
1. 10 shrubs/required per tree		Required Shrubs	150	2,339
2. Native Species Required - 30%		Required Shrubs	45	780
3. Drought Tolerant and Low Maintenance Species Require - 50%		Required Shrubs	75	216
Minimum Tree Height - 5 Plus bldg.				
I. 25% of trees to be minimum 12' ft. ht.		Required Trees	4	4
II. 50% of trees to be minimum 16' ft. ht.		Required Trees	7	7
III. 25% of the trees to be minimum 18' ft. ht.		Required Trees	4	4
(Note: Maximum 25% Palms of required trees, I. 14', II. 22', III. 22' min. ht.)				
Street Trees (1 per 35' of frontage) = 150				
(Note: Street trees are not included in required tree calculation)				
R PLANT LIST				
QTY	COMMON NAME	BOTANICAL NAME	Drought Tolerant	SIZE / REMARKS
Trees and Palms				
4	Alexander Palm (spl.)	<i>Ptychosperma elegans</i>		15 o.e. 25 gal.
2	Alexander Palm (spl.)	<i>Ptychosperma elegans</i>		20 o.e. 45 gal.
10	Christmas Palms	<i>Adonis merillii</i>		10-15 ft. 45 gal. (opt.)
6	Coconut Palms	<i>Cocos nucifera</i>	6	15 - 20 o.e. ht., 30 gal.
17	Coconut Palms	<i>Cocos nucifera</i>	17	22 - 28 ft. ht., 55 gal.
17	Florida Thatch Palm	<i>Thrinax radiata</i>	10	6 ft. ht., 25 gal.
2	Gumbo Limbo	<i>Bursera simaruba</i>		18 ft. x 8 spr. 45 gal. 4' dbh.
12	Lady Palm	<i>Rhapis excelsa</i>		6 ft. ht., 10 gal.
9	STREET TREE SPECIES PER TOWN MASTER PLAN			18 ft. x 8 spr. 4' dbh. min.
2	Montgomery Palms	<i>Veitchia montgomeryana</i>		10 - 15' 22 o.e. 65 gal.
7	Pigeon Plum	<i>Coccoloba diversifolia</i>	7	16 o.e. ht. x 7 spr. 45 gal.
4	Green Buttonwood	<i>Podocarpus erectus</i>	4	12 o.e. ht. x 6 spr. 65 gal.
4	Green Buttonwood	<i>Podocarpus erectus</i>	4	18 o.e. ht. x 6 spr. 65 gal.
24	Ponytail Palm	<i>Beaucarnea recurvata</i>	24	4ht. x 3 spr. 15 gal.
1	Sabal Palm	<i>Sabal palmetto</i>	1	18 o.e. Botted B&B
6	STREET TREE SPECIES PER TOWN MASTER PLAN			16 ft. x 6 spr. 45 gal.
2	Sylvester Date Palm	<i>Phoenix sylvestris</i>		26 o.e. 20 g.w.
122	Total	28	73	
Shrubs and Groundcovers & Vines				
53	Agalomea 'Silver Bay'	<i>Agalomea</i>		3 gal. 18" o.c.
237	Asparagus	<i>Asparagus Foxtail</i>		3 gal. 18" o.c.
39	Bromeliad	<i>Alcantarea imperialis</i>		10 gal. 30" - 30" ht.
23	Bromeliad	<i>Alcantarea imperialis</i>		7 gal. 24" - 24" ht.
163	Confederate Jasmine	<i>Trachelospermum jasminoides</i>		3 gal. 12" o.c.
220	Natal Plum	<i>Cassia macrocarpa</i>		3 gal. 18" o.c.
186	Ficus 'Green Island'	<i>Ficus microcarpa 'Green Island'</i>		7 gal. 24" ht. 24" o.c.
382	Ficus 'Green Island'	<i>Ficus microcarpa 'Green Island'</i>		3 gal. 12" o.c.
6	Felice Agave	<i>Furcraea florida 'Vanegata'</i>		10 gal. 30" - 30" ht.
110	Florida Munny Grass	<i>Manisuris capillaris</i>		7 gal. 30" ht. 30" o.c.
340	Golden Creeper	<i>Variegata pittosporum</i>	170	3 gal. 18" o.c.
210	Jasmine Simp	<i>Jasminum volubile</i>		7 gal. 24" x 24" 24" o.c.
120	Small Leaf Clusia	<i>Clusia guineensis</i>	45	7 gal. 30" o.c.
2	Song of India	<i>Dracaena Reflexa</i>		7 gal. 24" x 18"
248	White Indian Hawthorn	<i>Raphicarpis indica</i>		7 gal. 24" o.c.
2,339	Total	780	216	
2,284 Total S. Augustine Sod ground floor				
1,450 Total Artificial Sod on roof by: "SYNLAWN" see L-7				
PLANTING NOTES				
1. IF THERE ARE ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN VERSUS QUANTITIES FROM PLANT LIST, THE PLANS TAKE PRECEDENCE.				
2. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC SPRINKLER SYSTEM w/ 100% COVERAGE AND 100% OVERLAP BETWEEN HEADS.				
3. LANDSCAPE BEDS IN SOD AREAS MUST BE GRADED SO WATER IS SAND / TOPSOIL MIX.				
4. ALL SOD AREAS TO RECEIVE 2" OF 80/20 LAKE WALES FLORATAM.				
5. MULCH ALL PLANTING BEDS WITH 3" OF CYPRESS OR EUCALYPTUS MULCH.				
6. PLANTING BEDS SHOULD RECEIVE 4" OF QUARTERS MIX PLANTING SOL.				
7. ALL SOD AREAS TO BE ST. AUGUSTINE PALMETTO, SOD SOD.				
8. ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.				

LANDSCAPING:
SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED (20%) = 4,500 SF
LANDSCAPE AREA PROVIDED (25%) = 5,577 SF

LEVEL 1 PLANTING 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, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

OR. 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.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
1800 N.W. 11 STREET MIAMI FL 33136
(305) 571-0000 FAX: 305-571-0001

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

LEVEL 1

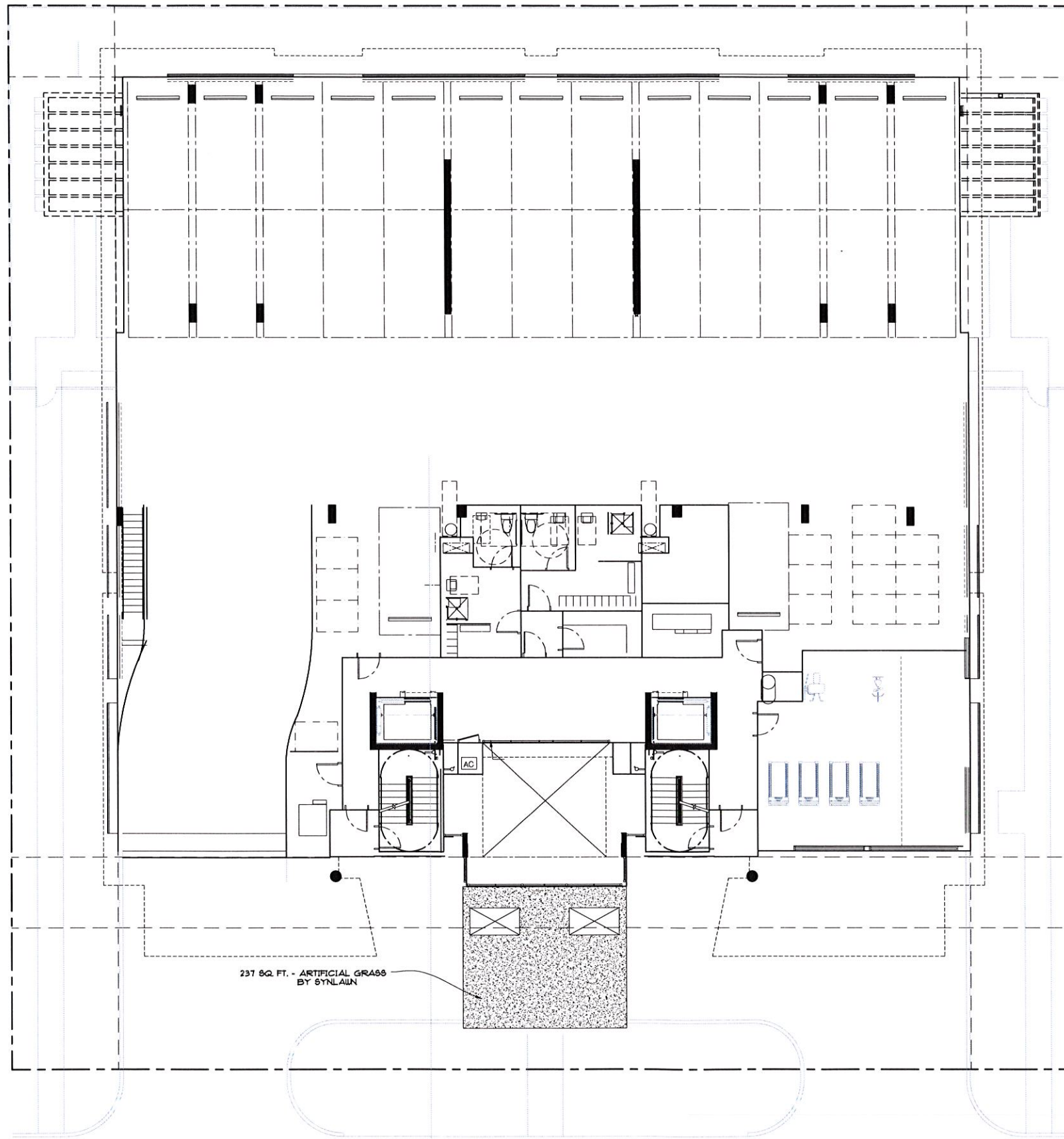
SCALE DATE

OCTOBER 13, 2014

SHEET NUMBER

L-1

P&Z BOARD SUBMITTAL



LEVEL 2 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JUDITH BENAYOUN FISHMAN
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
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
440 S.W. 41 STREET SEASIDE FL 33134
TEL: (305) 554-0948 FAX: (305) 554-0949

STRUCTURAL ENG.

M.P. ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

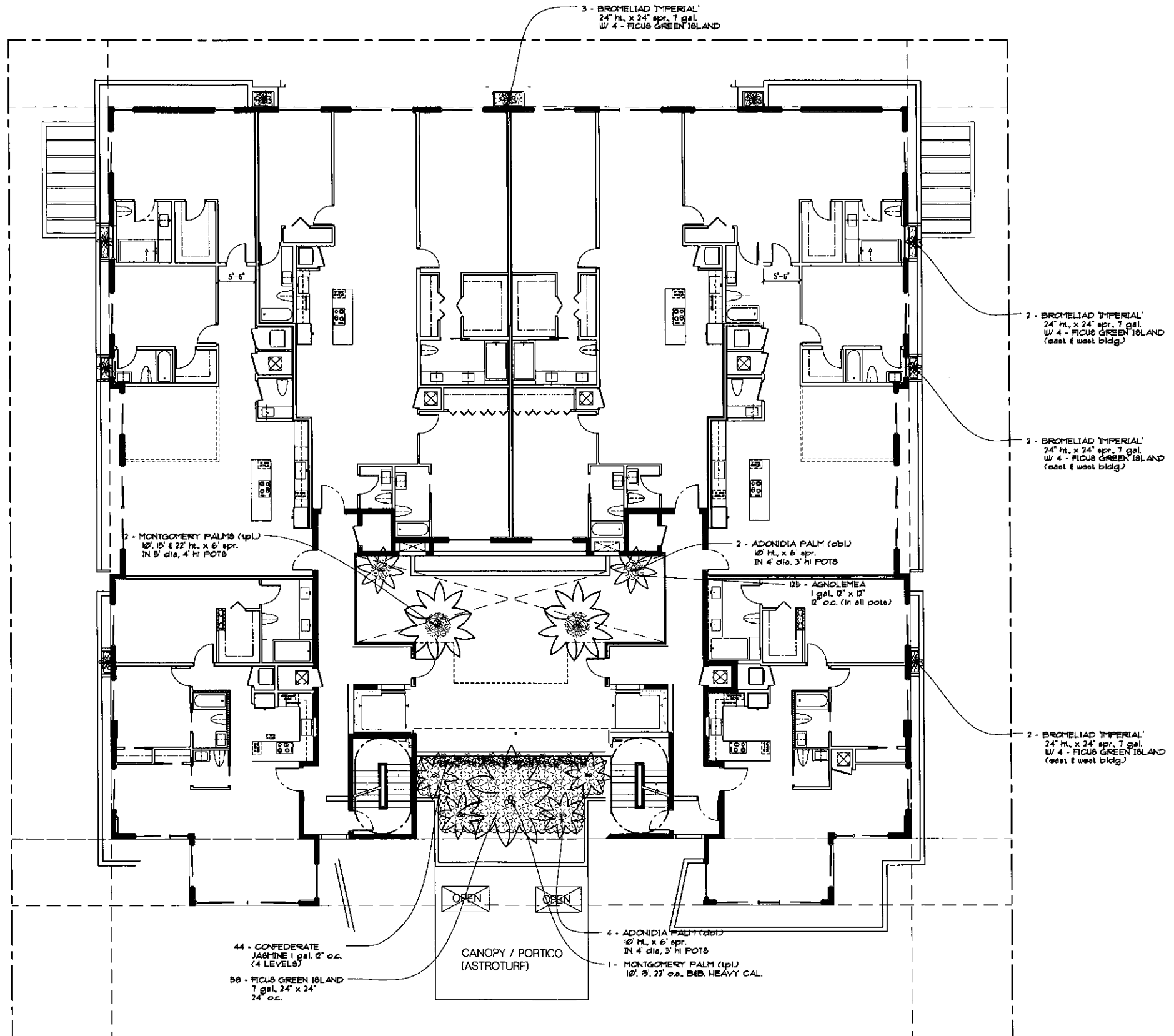
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NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 2

SCALE DATE
OCTOBER 13, 2014

SHEET NUMBER
L-2

P&Z BOARD SUBMITTAL



LEVEL 3 PLANTING PLAN
 SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
 ARCHITECTS INC.
 ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001484
 MARKUS A. FRANKEL
 LICENSE NO. AR0005143
 PHAT BENAYOUN FISHMAN
 LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
 BAY HARBOR ISLANDS, FLORIDA 33154
 PH: (305) 888 3665 FAX: (305) 888 3650
 E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
PEARL HOUSE, LLC
 290 BISCAYNE BOULEVARD WAY SUITE 4709
 MIAMI, FLORIDA 33131

DATE
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 ARCHITECT
GEOMANTIC
DESIGNS, INC.
 LANDSCAPE ARCHITECTS
 ROBERT PARSLEY A.S.L.A.
 A.S.L.A. #115527 ISSUED 11/11/11
 18100 104th AVE. APT. 3, MIAMI, FL 33187

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
 NEW CONDOMINIUM BUILDING
 1150-1160 102 STREET
 BAY HARBOR ISLANDS, FLORIDA 33154

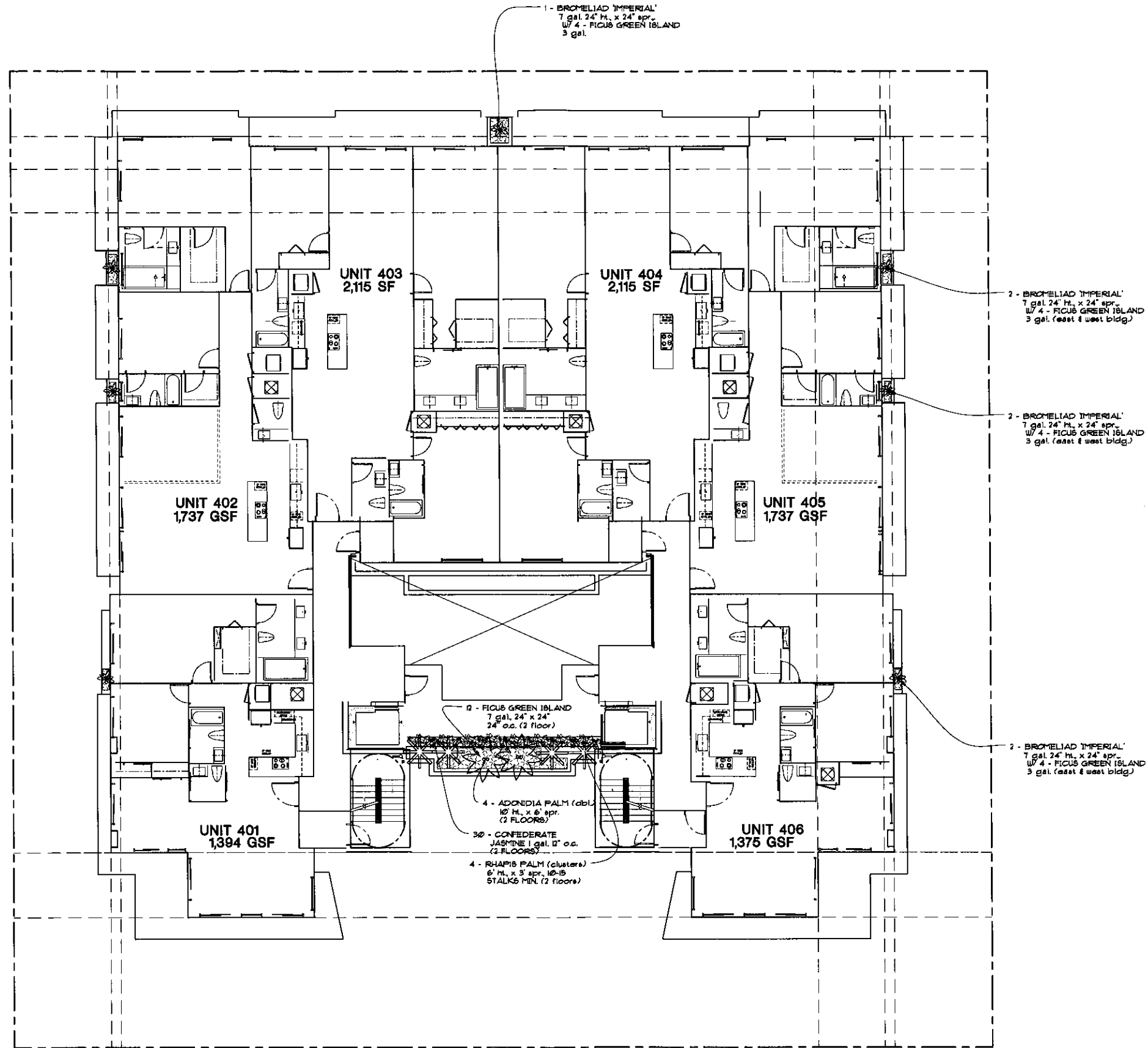
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DRAWING TITLE
LEVEL 3

SCALE DATE
 OCTOBER 18, 2014

SHEET NUMBER
L-3

P&Z BOARD SUBMITTAL



LEVELS 4 PLANTING PLAN
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143

ITZAR BENAYOUN FISHMAN
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

DIRECTOR / DEVELOPER

PEARL HOUSE, LLC
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MIAMI, FLORIDA 33131

CHA. ENG.

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civil engineers
3905 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 / (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1415 N. W. 11 STREET, SUITE 10, MIAMI
FL 33136, FLORIDA, USA

STRUCTURAL ENG.

MEP ENG.

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
DRAWING TITLE			
LEVEL 4			
SCALE		DATE	
		OCTOBER 13, 2014	
SHEET NUMBER			
L-4			
P&Z BOARD SUBMITTAL			

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FIAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3655 FAX: (305) 868.3690
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
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MIAMI, FLORIDA 33131

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HE HOLLAND ENGINEERING INC.
civil engineers
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HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTS

ROBERT PARSLEY A.S.A.

MO. 314.111.8885 FAX 314.111.8885
PHONE 800.645.9444 FAX 800.644.8875

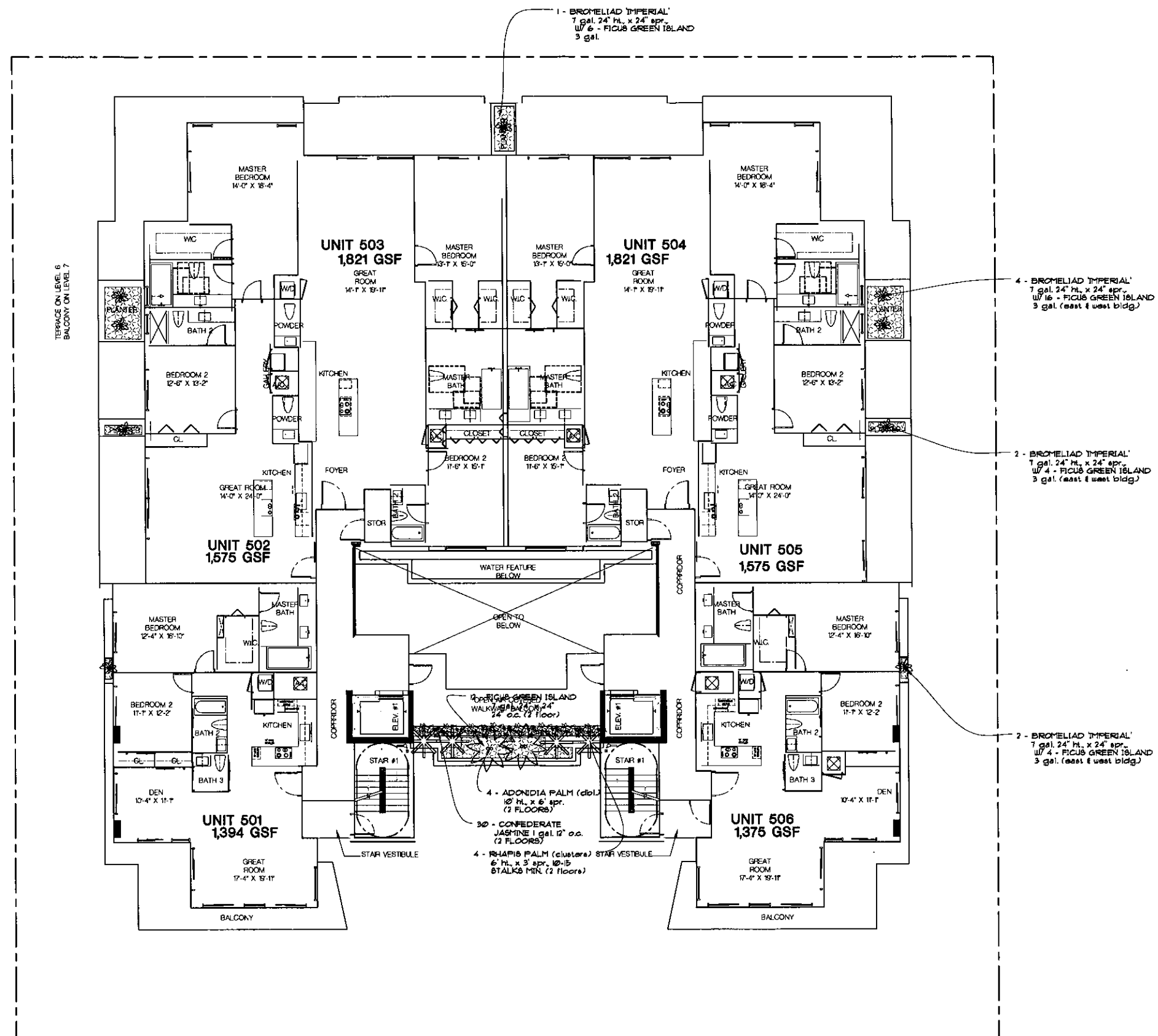
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MEP ENL

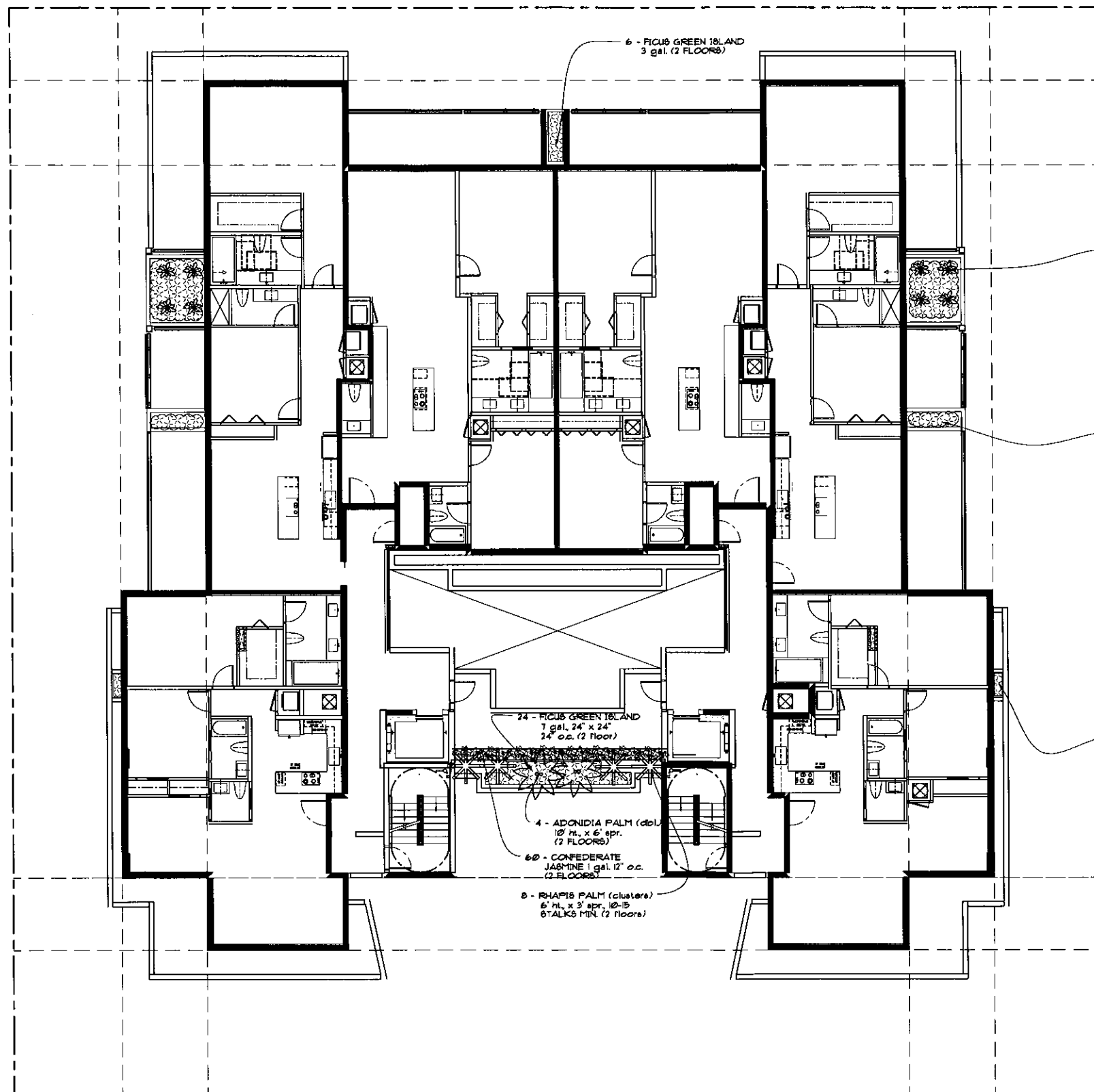
LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
DOW MARCO ISLANDS, FLORIDA, 3354

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE	
LEVEL 5	
SCALE	DATE
	OCTOBER 13, 2014
SHEET NUMBER	
L-5	
PAZ BOARD SUBMITTAL	



LEVEL 5 PLANTING PLAN
SCALE: $\frac{1}{8}" = 1'-0"$



LEVELS 6 & 7 PLANTING PLAN

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

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
ITHA BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3885 FAX: (305) 888-3850
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33131

CIVIL ENG.

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CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.A.
1001 N.W. 11TH STREET SUITE 1100
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

MEP ENG.

LE JARDIN

NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	PERSON
DATE	BY

DRAWING TITLE
LEVEL 6 & 7

SCALE DATE
OCTOBER 10, 2014

SHEET NUMBER
L-6

P&Z BOARD SUBMITTAL

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET

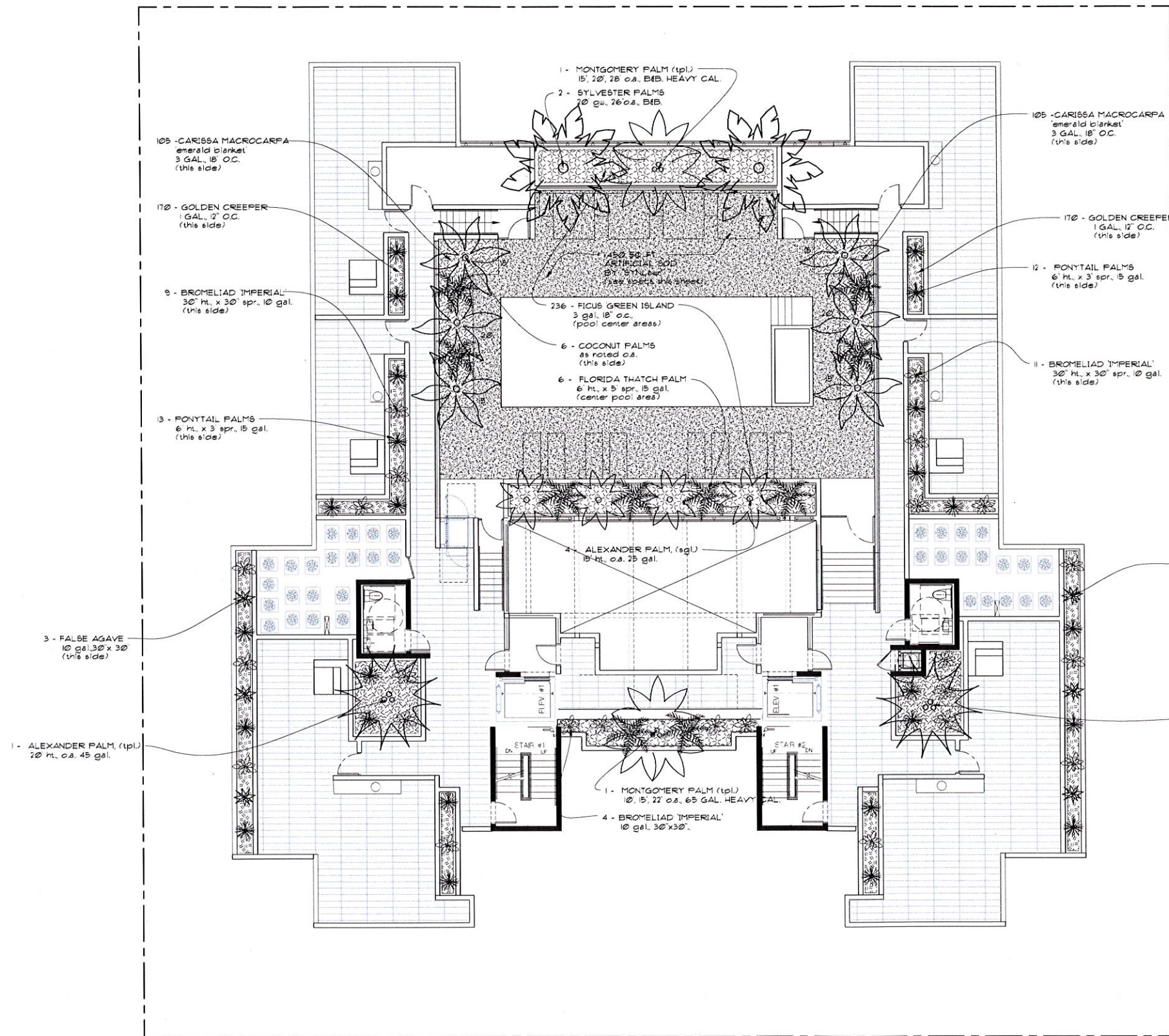
SIGNATURE		
NO	PERSON	

LEVEL 8 - I

SCALE _____ DATE OCTOBE

L-7

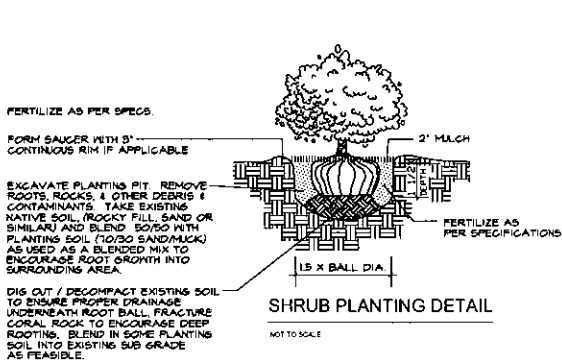
P&Z BOARD SUBMITTAL



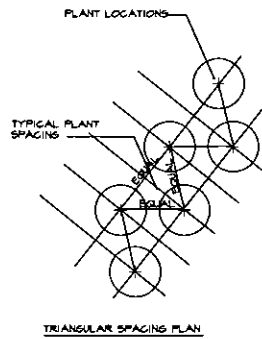
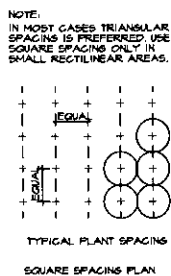
LEVEL 8 - ROOF PLANTING PLAN

SCALE: $\frac{1}{8}" = 1'-0"$





PLANT SPACING	ROW SPACING
12"	10'4"
18"	15'6"
24"	20'8"
30"	26'0"
36"	31'2"
48"	41'6"
60"	52'0"

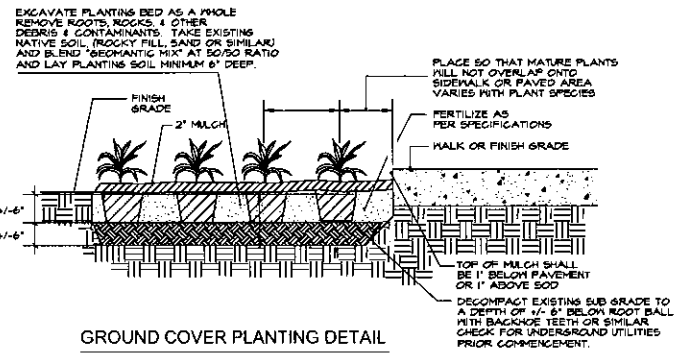
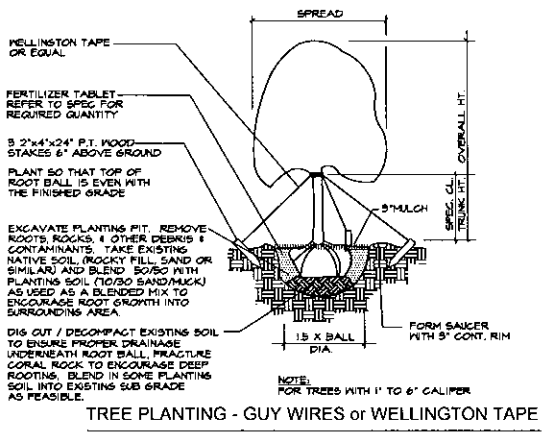
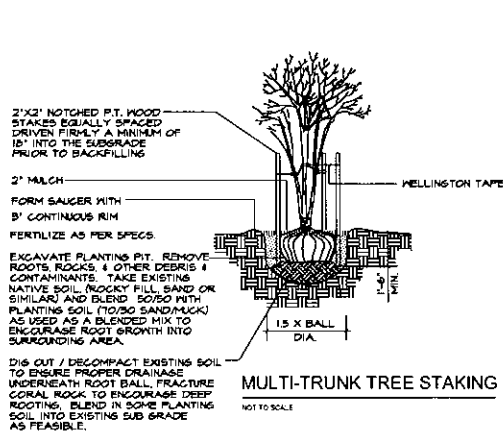


PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.)
- All trees and palms to be laid out by Landscape contractor in the field with stakes and spray paint. To be reviewed and approved by L.A.
- Plant list is for information only. If there are any discrepancies between "plant quantities" on plan versus "plant list", the plans will take priority. Please notify L.A. of any discrepancies.
- Only unit price installed planting bids based on Landscape Architect's planting plans and plant list will be accepted. Owner retains the right to remove portions of the work from the contract and / or create separate contracts for planting of the project. Landscape Architect reserves the right to deny any and all bids when such rejections are in the best interest of the owner.
- All plant material must be Florida #1 or better, unless specified as "character" or with written approval from L.A.
- All planting beds must be free of surface rock over 1/2" diameter, prior to mulching.
- Planting beds should receive 6" of "Geomatic Mix" planting soil. See soil specification.
- Planting soil specification: "Geomatic Mix (20% Florida Peat, 20% Compost, 20% Lake Wales Silica sand, 20% local "screening sand" or "beach sand" and 20% Cypress shavings). Landscape contractor to submit sample to be approved by L.A.
- Fertilize all plants with Osmocote "Sierra Blend" 15-7-10, 1/2 hand full for 1 - 3 gallons, 1 hand full for 1-20 gallon, and 4 hands full for ball and burlapped (B & B) material.
- Fertilize all B&B material with 10" Agriform" tablets or equal.
- Mulch all landscape areas with 2" - 3" of Eucalyptus or Melaleuca mulch (No cypress or red color mulch).
- All soil areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All soil areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All plant material, excluding B&B, to be warranted as follows: Shrubs and Ground covers for 90 days, large shrubs (over 10 gal) and small palms for 180 days, and B&B material for 360 days provided that plant material is receiving proper maintenance as prescribed by Landscape contractor.
- Note: Hurricanes and other causes beyond the control of the Landscape contractor are not covered.
- All warranties to run concurrently beginning upon Landscape architect's final acceptance of the installation, unless owner or general contractor (G.C.) requires construction phasing beyond control of the installer.
- Installer to notify Owner, G.C. and / or L.A. of any partial completion due to phasing.
- All materials stored on site are the property of the installer until accepted by owner. Owner is not responsible for theft, unless notified in writing prior to installation and security arrangement agreed to.
- Watering is the responsibility of the installer during the installation and until final acceptance. Landscape contractor is responsible for coordinating their work with irrigation contractor.
- Landscape contractor is responsible to assure irrigation installation is properly progressing, and in the end adequate for good growth. The owner or G.C. must be notified in writing of any problems with irrigation phasing or performance.
- Any existing irrigation to be brought to a good functioning standard to ensure proper watering of new material.
- All landscape areas to be on an automatic sprinkler system, 100% coverage, 100% overlaps, with rain sensor per city codes.
- Landscape contractor to exercise extreme care when digging and performing other work so not to damage any existing work such as underground and overhead utilities, electrical, sewage, irrigation, plumbing, etc. In the event of planting conflicts the L.A. or Owner's authorized representative to be notified to provide alternate locations of planting or utility / obstruction conflicts.
- Landscape contractor is responsible for immediate repair of any damage caused by their installation. Landscape contractor is responsible for working with the general contractor to ensure that all construction materials and other construction debris are removed from all soils.
- In planting beds, particularly by buildings, Landscape contractor to excavate existing soils to a minimum depth of 12" and backfill with planting soil. In road areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 4" and add 3" of top soil for sodding.
- All circular pits to be excavated with vertical sides for all plants, except for hedges & planting beds. The diameter of these pits for trees and shrubs to be 1/3 larger than the diameter of the root ball.
- All tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the tree and replaced with approved specified soil.
- All Palm tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the palm and replaced with clean yellow sand.
- All tree & Palm pits to be excavated with a backhoe only. Absolutely no use of augers.

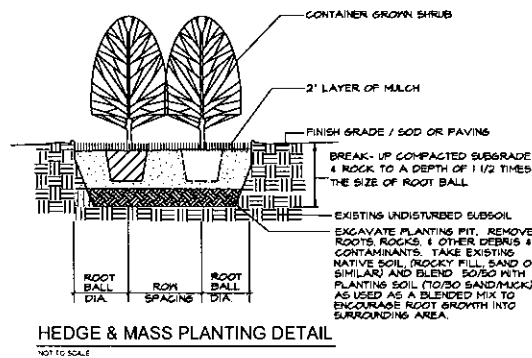
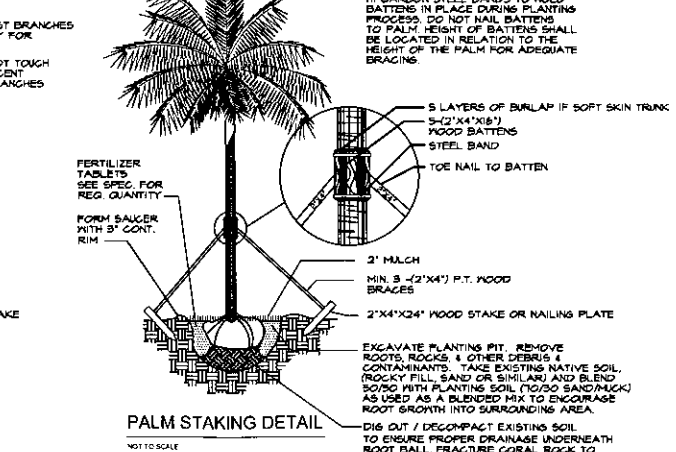
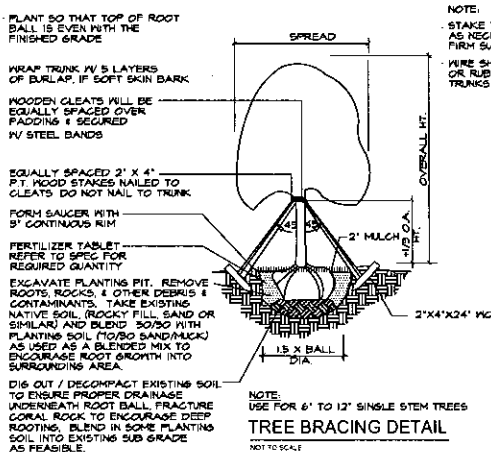
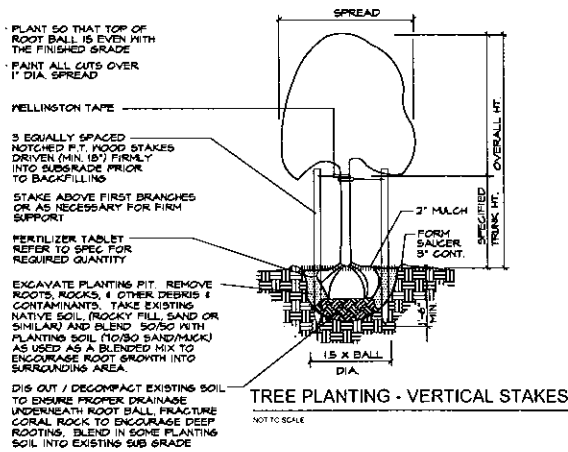
TRANSPLANTING SPECIFICATIONS

- Root prune all trees and palms to a minimum depth of 24" for the palms and 48" for the trees.
- Trim frayed roots with clippers saws or similar and leave clean cuts.
- Wrap balls with shrink wrap plastic, back filling with shredded peat moss, fill up voids between plastic & ball, covering all cut roots.
- Backfill with existing soil to hold plastic firmly against newly wrapped ball. Keep 2" deep trench exposed so as to find root ball when harvesting.
- Water three times per week for next 2 months or until trees are ready to move.
- Harvest palms after 5 weeks minimum and trees after 8 to 10 weeks depending on size. Consult with L.A. prior to moving on schedule.
- Re-dig holes well outside the plastic plant wrap being careful not to disturb or tear, preserving root ball, re-wrap if needed for transplanting.
- When digging trees back off 1/2" large piece of existing coral rock, 1/2-36" deep as feasible, by under cutting ball. Do Not Peel Ball off Rock. If necessary, the horizontal chipping or drilling may be required to break off specimen Oak ball at a minimum 30" depth.
- Replant transplanted trees and palms at correct height in new location, keeping original ball top exposed.
- Properly wrap and hook-up trees and palms to lifting equipment in such a way as to not tear cambium layer and excessively disfigure appearance.
- Plants that are not properly lifted and die due to girdling, compression or excessive damage to the cambium layer will be charged to the G.C. and sub-contractor at a rate of \$800 per caliper inch.
- Remove plastic backfill with 50% existing soil blended with 50% planting soil plus 1/2 bale of Canadian peat moss for palms and 1/2 bale for trees.
- Backfill, sink, place in Agriform fertilizer tablets per recommendations, brace, and trim broken branches and fronds as needed. Brace per specification.
- Water daily for duration of overall job will be required. Having bubblers as part of automatic irrigation system for post construction can supplement additional watering, but are not a substitution.



CALIPER	TIES	STRANDS	STAKES
1" - 1 1/2"	2	1 # 12	2 - 2 X 2
1 1/2" - 2"	3	1 # 12	3 - 2 X 2
2" - 3"	3	2 # 12	2 - 2 X 2
3" - 6"	5	2 # 12	3 - 2 X 2

CALIPER	CLEATS	STRAPS	BRACES	NAILS
4" - 6"	2 x 4 x 8"	1 # 12	3 - 2 X 4	2 - 16d
6" - 10"	2 x 4 x 12"	1 # 12	3 - 2 X 4	3 - 16d
10" - 16"	2 x 4 x 12"	2 # 12	4 - 2 X 4	3 - 16d



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
THAT BENAYOUN FISHERMAN
LICENSE NO. AR0017273

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E-MAIL: INFO@FRANKELBENAYOUN.COM

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4708
MIAMI, FLORIDA 33137

DAVID
HOLLAND ENGINEERING INC.
civil engineer
3000 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 (854)367-0372 fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

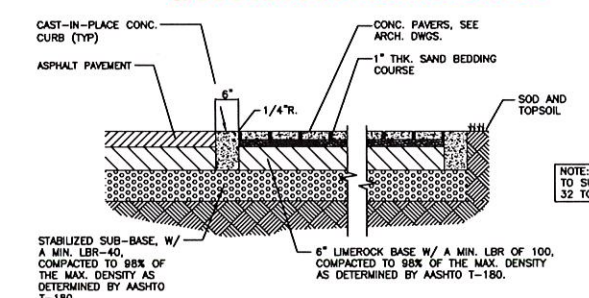
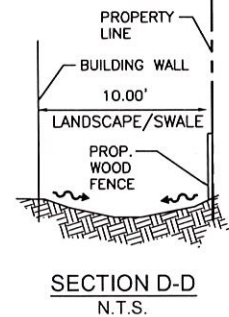
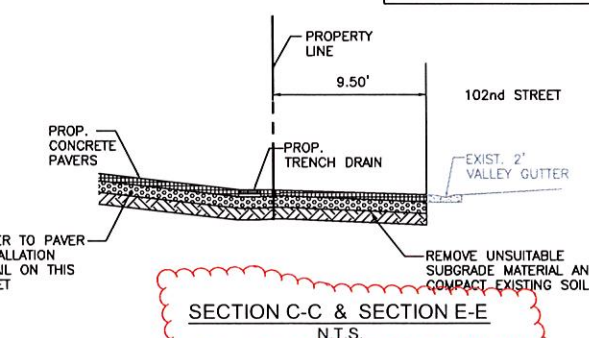
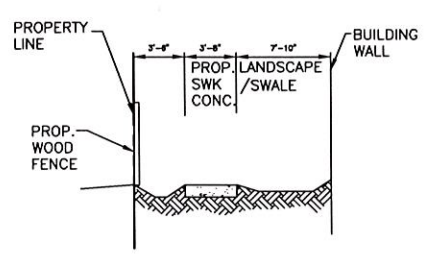
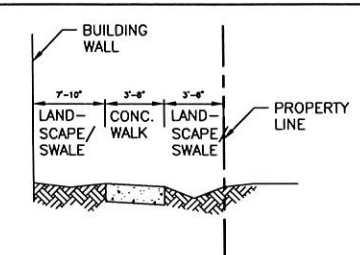
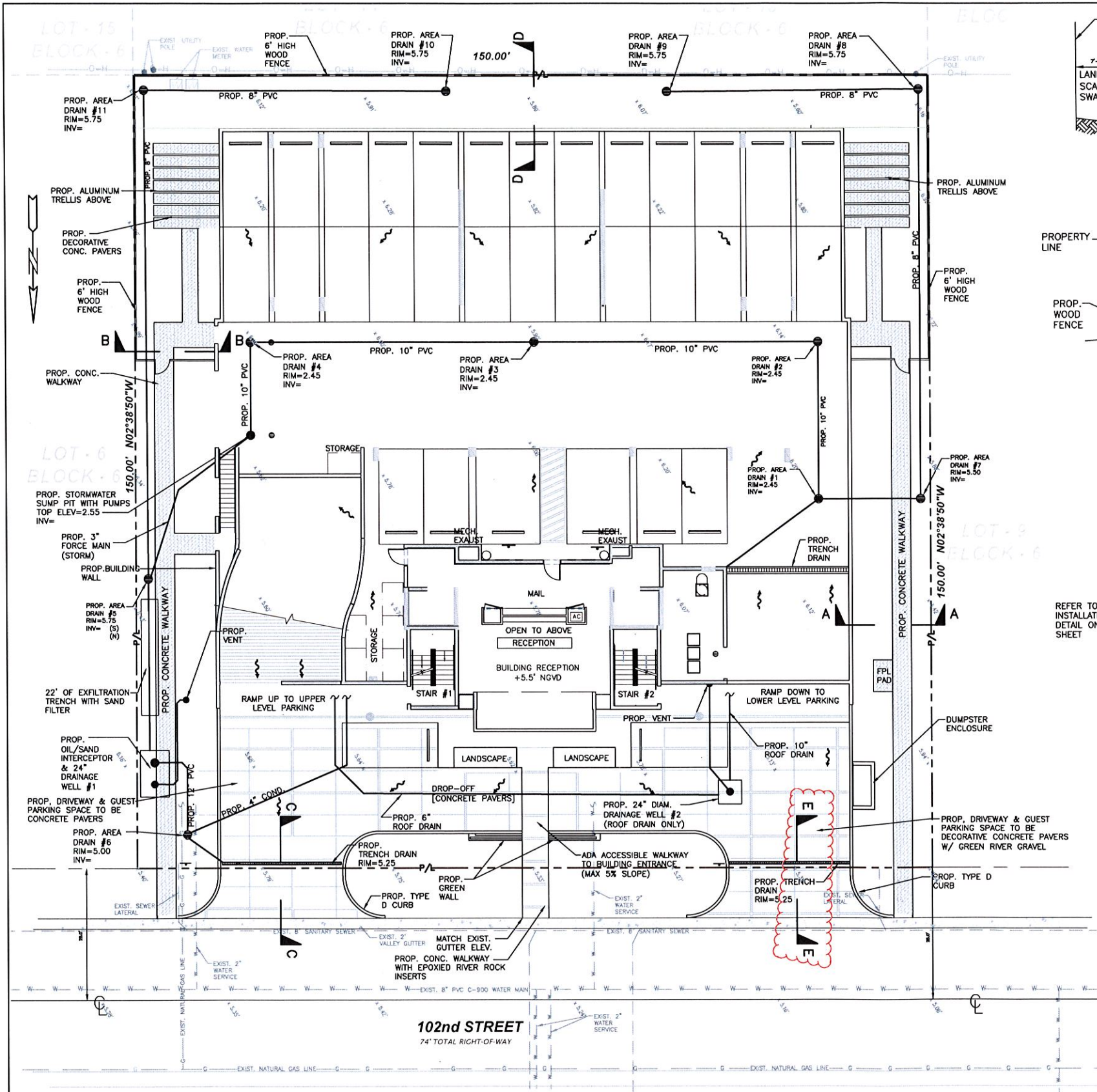
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARKLEY A.S.I.A.
11115 N. STREET, SUITE 101, WEST
MIAMI BEACH, FLORIDA 33514

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE
NO. REVISION DATE BY

DRAWING TITLE
PLANTING DETAILS

SCALE DATE
OCTOBER 13, 2014
SHEET NUMBER
L-8
PS2 BOARD SUBMITAL



PAVER INSTALLATION DETAIL

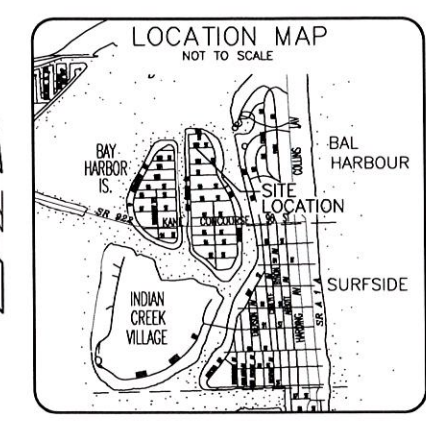
- NOTES:
- EXISTING VALLEY GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 - EXISTING OVERHEAD POWER LINES TO BE REMOVED AND INSTALLED UNDERGROUND.
 - MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 - MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 - CONNECT ALL ROOF DRAINS TO DRAINAGE SYSTEM.
 - CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
 - ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 - MAXIMUM SLOPE ON GARAGE RAMPS TO BE 20%.
 - ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
 - REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.

LEGEND

	PROPOSED CONCRETE
	PROPOSED CONC. PAVERS
	PROPOSED ELEVATION
	PROPOSED SURFACE FLOW
	PROPOSED AREA DRAIN
	PROPOSED PIPING
	EXISTING PIPING AND APPURTENANCES
	EXISTING CATCH BASIN
	EXISTING ELEVATION
	EXISTING WOOD POWER POLE
	EXISTING MANHOLE (AS DESIGNATED)
	EXISTING WATER METER
	EXISTING FENCE
	EXISTING WATER
	EXISTING GAS

PAVING, GRADING AND DRAINAGE PLAN

SCALE 1" = 10'-0"



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.

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001484

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3659 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTING ENGINEER:

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT:

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
2015 W. 15th STREET, SUITE 101
MIAMI, FLORIDA 33134

STRUCTURAL ENGINEER:

MEP ENGINEER:

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102nd STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

NO.	REVISION	DATE	BY

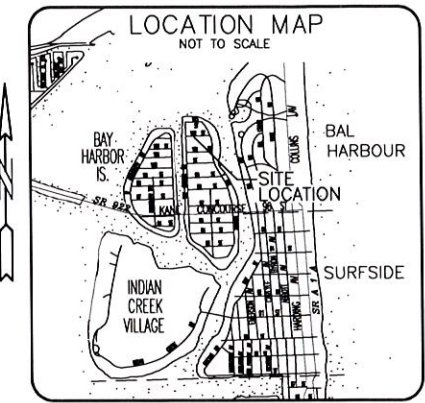
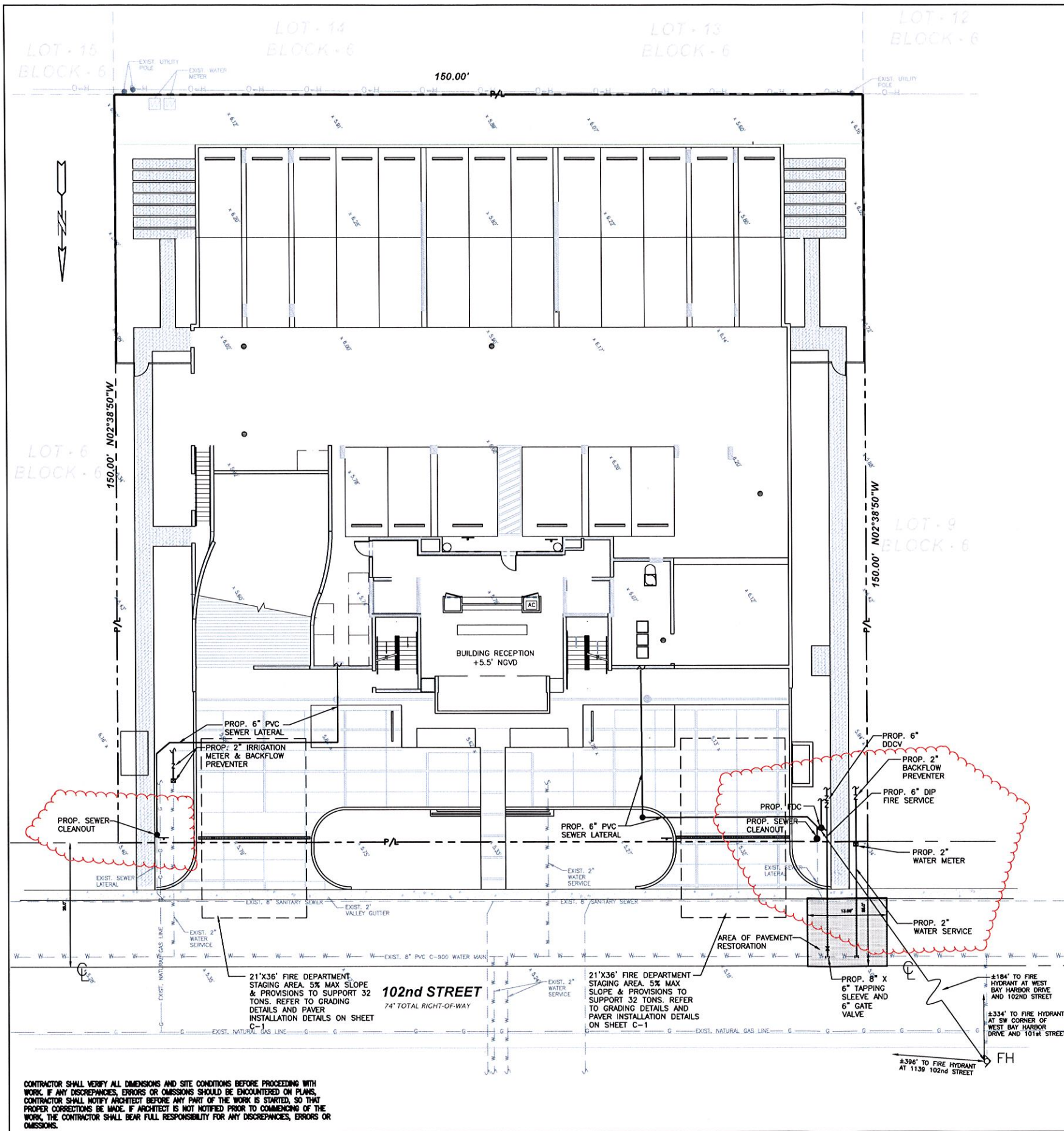
DRAWING TITLE:

PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=10'

DATE: NOVEMBER 4, 2014

SHEET NUMBER: C-1



- NOTES:
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER MAIN 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

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.

LEGEND

- PROPOSED CONCRETE
- PROPOSED CONC. PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED AREA DRAIN
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE
- EXISTING WATER
- EXISTING GAS

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
MARKUS A. FRANKEL
LICENSE NO. AR0001483
FRANK BENAYOUN FISHMAN
LICENSE NO. AR00017273
1177 KANE CONCOURSE, SUITE 120
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PH: (305) 868-3888 FAX: (305) 868-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CIVIL ENG:
HS HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 • (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH:
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1001 W. FLORIDA AVE. SUITE 100
FORT LAUDERDALE, FL 33304

STRUCTURAL ENG:

MEP ENG:

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE: _____ DATE: _____

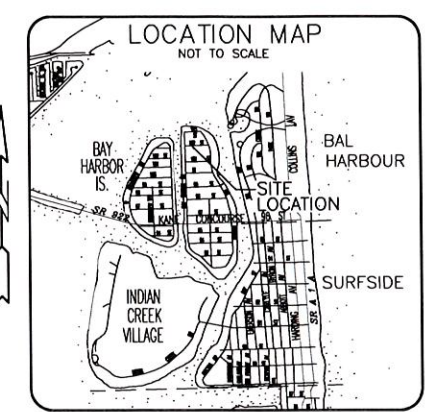
NO.	REVISION	DATE	BY

DRAWING TITLE:
WATER AND SEWER PLAN

SCALE: 1"=10'
SHEET NUMBER: **C-2**

DATE: NOVEMBER 4, 2014

WATER AND SEWER PLAN
SCALE 1" = 10'-0"



LANDSCAPE ARCH:



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.

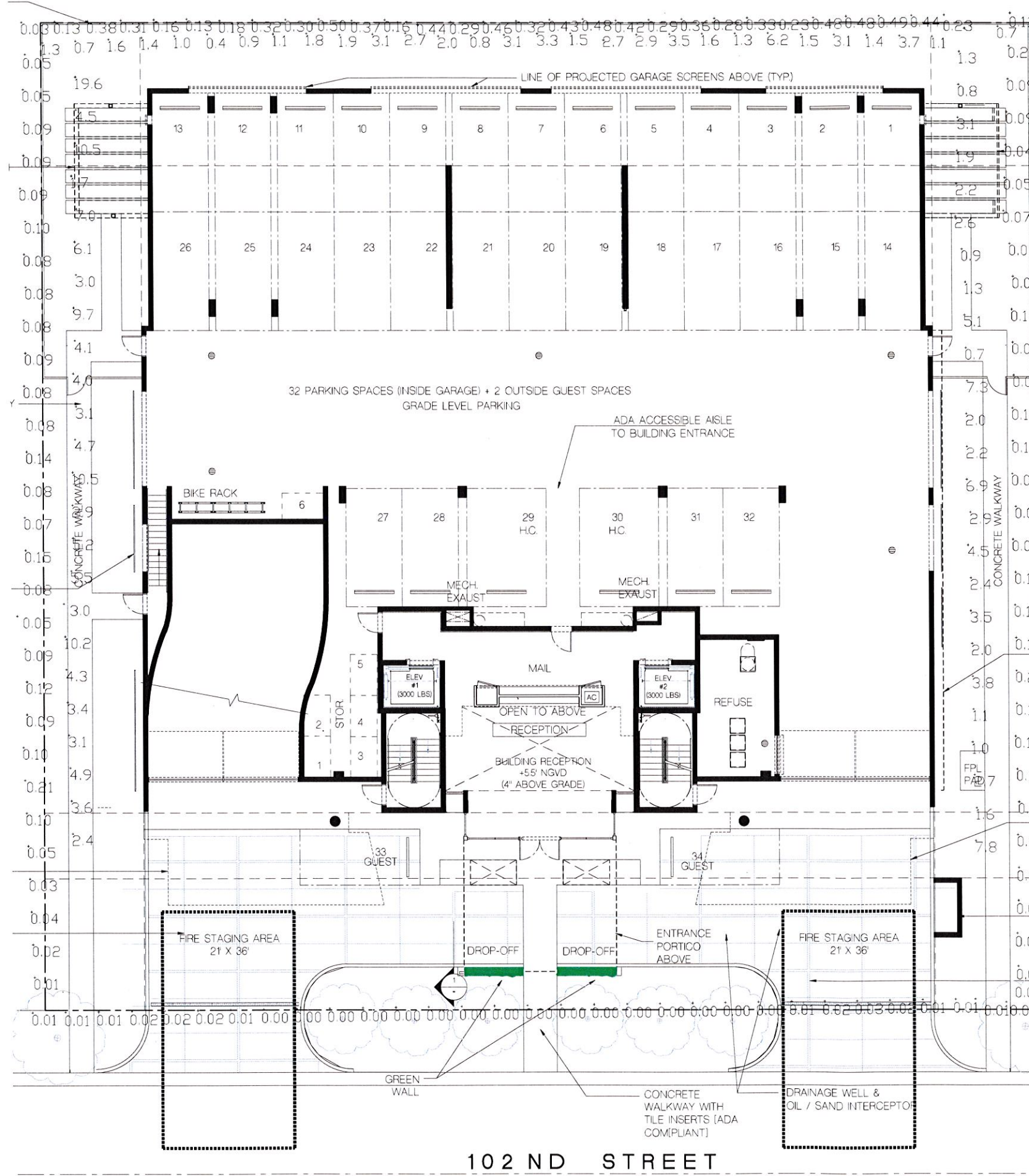
2007 S.W. 71ST STREET MIAMI FL 33155
PHONE 305.594.5413 FAX 305.594.6442

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DRAWING TITLE:	
PAVEMENT MARKING & SIGNAGE PLAN	
SCALE: 1"=10'	DATE: NOVEMBER 4, 2014
SHEET NUMBER: C-3	
14-45	

PAVEMENT MARKING & SIGNAGE PLAN

SCALE 1" = 10'-0"



ALUMINUM TRELLIS ABOVE

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	1000	1000	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.
LINE OF PROJECTED GARAGE SCREENS ABOVE (TYP)	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

LINE OF WALL OF BUILDING ABOVE

PORCELAIN ON CMU DUMPSTER ENCLOSURE TO 6' HEIGHT W/ METAL GATES

DRIVEWAY & GUEST PARKING TO BE DECORATIVE CONCRETE PAVERS WITH STONE INSERTS

102 ND STREET



SITE PLAN - PHOTOMETRIC
SCALE 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, P.S.D., M.A.S.
LICENSE NO. AR0017273
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E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

DATE: 11/13/2014
HOLLAND ENGINEERING INC.
civil engineers
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HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
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LANDSCAPE ARCHITECTURE
ROBERT PARSLEY ASLA
1400 S.E. 11 STREET SUITE 101
MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENGINEER

MEP ENGINEER

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
PHOTOMETRIC**
SCALE 1/8" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER
A-E.01
P&Z SUBMITTAL

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a proposal from Hardesty and Hanover for Engineering Services, Construction permits and Environmental surveys associated with Scour Countermeasures for the Indian Creek and Waterway Bridges (Bridge No. 875102 and Bridge No. 875103) in the amount of \$54,587.84. Enclosed is a copy the proposal and supporting documents.

DESCRIPTION:

By letter dated April 16th 205, FDOT advised the Town that bridge numbers 875102 and 875103, that are owned and maintained by the Town, require nondestructive testing to estimate the foundation depth in order to evaluate the stability of said bridges. A copy of this letter is attached.

In this regard the Town received a proposal from Hardesty and Hanover to perform Engineering Services and obtain the requisite permits for the work, in the amount of \$54,587.84. A copy of the proposal from Hardesty is attached.

This item seeks approval for an expenditure in the amount of \$54,587.84, in favor of Hardesty and Hanover.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The approval will require appropriation from Causeway Fund Reserves in the amount of \$54,587.84.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Scour Countermeasures	DOC072415.pdf
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Florida Department of Transportation

RICK SCOTT
GOVERNOR

JIM BOXOLD
SECRETARY

1000 NW 111 Avenue
Miami, FL 33172

April 16, 2015

9171 9690 0935 0060 3037 28

Randy Daniel, P.E.
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida, 33154

CERTIFIED MAIL

Re: Unknown Foundation Bridges Project Results and Workshop Presentation

Dear Mr. Daniel;

As part of a statewide program (Unknown Foundation Bridges Project), the Florida Department of Transportation (FDOT) District 6 office has performed engineering evaluations of all bridges that have unknown foundations to determine if any actions are necessary to protect these bridges from undermining caused by the erosive forces of water as it flows under the bridge. This erosion around the bridge foundations, referred to as bridge scour, is the largest cause of bridge failure nationwide and is at its maximum depth during floods and hurricanes. The FDOT methodology for this evaluation is contained in the Procedural Manual: Reclassify Unknown Foundation Bridges.

[http://www.dot.state.fl.us/statemaintenanceoffice/Final%20UF%20Procedure%20Manual%20\(11-20-09\).pdf](http://www.dot.state.fl.us/statemaintenanceoffice/Final%20UF%20Procedure%20Manual%20(11-20-09).pdf)

The work was conducted from 2010 to 2015 for unknown foundation bridges across District 6. Parsons Transportation Group performed this work under contract to District 6 of FDOT. Many bridges were found to be at low risk for damage by scour during the design flow events caused by hurricane surge or heavy rainfall. However, some bridges will require increased monitoring or installation of scour countermeasures such as riprap to mitigate the risk of damage or failure from scour.

Results

Table 1 lists the unknown foundation bridges owned by Bay Harbor Island that were included in this evaluation. The last column of Table 1 indicates the final result for each bridge. If a bridge evaluation result is "Stable", no further action related to scour is required. However, if the bridge evaluation resulted in recommending countermeasures, then a scour protection installation such as riprap is required to protect the bridge from scour.

Table 1. Unknown Foundation Bridges and Recommendations

Bridge Number	Facility Carried	Water Body Crossed	Result
875102	NE 96 th Street	Bay Harbor Waterway	NDT/Monitor
875103	Kane Concourse	Indian Creek	NDT/Monitor

As Table 1 indicates, nondestructive testing (NDT) to estimate foundation depths is recommended at 2 bridges. After the foundation depths are estimated, the stability of the bridge can be assessed. This work is described in the in the Stage 5 Reports for these bridges and is the responsibility of Bay Harbor Island. The owner is encouraged to read all reports prepared for each bridge, especially those that are not rated as stable.

Districtwide Local Bridge Inspection Workshop

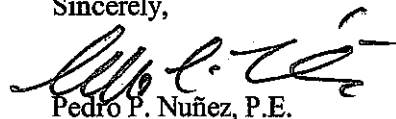
FDOT will be conducting the Districtwide Local Bridge Inspection Workshop on April 23, 2015 from 8:00 am until 12:30 pm in the D6-DO, Auditorium Rear. As part of the agenda, there will be a session describing the Unknown Foundation Bridges Program. We will also explain the responsibilities of FDOT and local bridge owners to implement recommendations for local bridges in the unknown foundation bridges program. If your organization plans to attend, we recommend that your representative(s) include a person with engineering knowledge of bridge design and/or bridge maintenance.

Engineering Data and Reports

Attached for your use are the digital files of the engineering reports and recommendations, including the Plan of Action as applicable, for each of the bridges in Table 1 along with the data used in performing the evaluations. The extensive engineering data collected and work products produced may be useful to you in the maintenance of these bridges and may include soil borings, waterway cross-section surveys, hydraulic models, bridge detour map, structural stability calculations, and conceptual scour countermeasure designs and cost estimates. Please contact me at 305.470.5436 or Parsons Project Manager Dr. Edward Kent (561.656.6386) if you have any questions.

FDOT appreciates your cooperation and assistance in implementing the findings of the Scour Evaluation of Unknown Foundation Bridges Program.

Sincerely,



Pedro P. Nuñez, P.E.

Bridge Maintenance Project Manager

Attachment



**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

July 15, 2015

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

**Re: Supplement fee for Scour Countermeasures for Bridges No. 875102 NE 96th Street
Bridge over Bay Harbor Waterway and 875103 Kane Concourse Bridge over Indian
Creek**

Dear Mr. Wasson,

As per your request we are pleased to submit our engineering services supplemental fee and scope for the referenced project. The scope of services for this supplement includes and is limited to the following:

1. Engineering services to develop the necessary plans for installation of scour countermeasures include:
 - a. Review the Stage 5 Bridge Priority Countermeasure Reports for Bridges 875102 and 875103 and Recommendation Alternative 9.
 - b. Create Contract plans and perform site visit to gather information to develop Scour Countermeasures.
 - c. Attend environment permit meetings and coordinate between sub-consultants.
2. Permits: Obtain the environment permits (To be performed by sub-consultant NOVA Consulting).
3. Benthic Survey: Perform marine benthic survey to identify and delineate marine resources (To be performed by Stantec - Environmental Services).

Costs of Services

Engineering services (H&H)	\$25,143.84
Environment Permit (NOVA)	\$23,944.00
Benthic Survey (Stantec)	\$5,500
Lump Sum Total	\$54,587.84



**Hardesty
& Hanover**
engineering that moves you

We appreciate the opportunity to submit this proposal. Hardesty & Hanover, LLC is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

Timothy J. Noles, PE
Principal

ACCEPTANCE OF CONTRACT

By: _____

Date: 7/15/2015

Name: Timothy J. Noles, PE
Title: Principal

By: _____

Date: _____

Name: Mr. Ronald J. Wasson
Title: Town Manager

Very Truly Yours,

Timothy J. Noles, P.E.
Principal

1000 Sawgrass Corporate Parkway, Suite 544
Sunrise, FL 33323
(954)835-9119 FAX(954)835-9130

**Description: Bay Harbor Scour Countermeasure Fee
For Bridge No. 875102 and 875103**

H&H Proj. No.

[illegible]

SUB-CONSULTANTS SCOPE OF SERVICES

Bay Harbor Bridges Environmental Permitting Detailed Labor Breakdown, by Task

Printed: 6/24/2015

NOVA CONSULTING

Detailed Labor Breakdown, by Task / Deliverable - Professional Engineering Consulting Services
Hardisty & Hanover- Bay Harbor Bridges No. 875102 and No. 875103- Scour Countermeasures
Permitting Support
Date: June 13, 2015

Task No.	Description of Activities	Principal Charge (Hrs)	\$	197.00	\$	157.00	(Hrs)	106.00	(Hrs)	75.00	(Hrs)	69.00	Sub-Totals
Task 1 DERM (Class I Permit) Permit Support	Coordination with lead consultant	1.0	2.0										
	Coordination and pre-application meeting w/ RER	1.0	4.0										
	Prepare Permit Application Packages for Regulatory Agency	1.0	4.0										
	Respond to Comments and Finalize	1.0	4.0										
	Sub-Task Subtotals:	4.0	14.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	5,986.00
Task 2 SFWMD (General Permit) Permit Support	Coordination with Lead Consultant	1.0	2.0										
	Coordination and pre-application meeting w/ SFWMD	1.0	4.0										
	Prepare Permit Application Packages for Regulatory Agency	1.0	4.0										
	Respond to Comments and Finalize	1.0	4.0										
	Sub-Task Subtotals:	4.0	14.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	5,986.00
Task 3 USACE Permit Support	Coordination with Lead Consultant	1.0	2.0										
	Coordination and pre-application meeting w/ USACE	1.0	4.0										
	Prepare Permit Application Packages for Regulatory Agency	1.0	4.0										
	Respond to Comments and Finalize	1.0	4.0										
	Sub-Task Subtotals:	4.0	14.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	5,986.00
Task 4 USCG Permit Support	Coordination with Lead Consultant	1.0	2.0										
	Coordination and pre-application meeting w/ USCG	1.0	4.0										
	Prepare Permit Application Packages for Regulatory Agency	1.0	4.0										
	Respond to Comments and Finalize	1.0	4.0										
	Sub-Task Subtotals:	4.0	14.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	5,986.00
Project Totals:		16.0	56.0	0.0	0.0	0.0	160.0	0.0	0.0	0.0	0.0	0.0	23,944.00

Assumptions

- Proposals for environmental engineering work for studies or additional plans, e.g. dewatering plan, spoil management plan, turbidity control or water quality monitoring plan are not included as part of this proposal.
- Any supplemental documentation including but not limited to figures, calculations, design drawings, specifications, contract documents, etc. required as an attachment or as part of a permit application package shall be provided by the Lead Consultant and is not included in the scope of work.
- If a Benthic Survey is required, it will be coordinated and performed by others.
- Roadway, bridge and/or dredge design plans have not been included as part of this proposal.
- Development of the SWPPP is not included in this proposal.
- Regulatory agencies' review fees are not included. Any permit fees shall be paid by others.
- The implementation of the proposed plans and/or permitting requirements/conditions is not included in this proposal.
- Permits included in this scope are for the DERM, SFWMD, USACE, and USCG, as requested by the client. Any additional permits will require additional fee.
- No preparation and/or review of technical supporting documentation is included in this scope (i.e., environmental, engineering reports among others).
- This estimated level of effort assumes that no major problems are encountered with the permitting application, in which case may require significant additional coordination not included in this fee, and additional funds will be required.
- It is assumed that all bridges will be included in one (1) permit application, and that no individual permit applications are required.
- Nova will assist in formulating responses to RAIs. However, response to agencies' comments and RAIs will be prepared by the design consultant. No technical and/or environmental input is included in this fee.
- It is assumed that there is a Nationwide or Regional permit with the USACE that will expedite the USACE permitting process. If that is not the case, additional effort may be needed for which additional funds will be required.



Stantec Consulting Services Inc.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables FL 33134-3070
Tel: (305) 445-2900
Fax: (305) 445-3366

July 13, 2015

Mr. Steve Hedge, Structural Engineer
Hardesty & Hanover
1000 Sawgrass Corporate Parkway, Suite 544
Sunrise, Florida 33323

**RE: Cost Proposal for Environmental Services
Benthic Survey and Report
Miami-Dade County, Florida**

Dear Mr. Hedge:

Stantec Consulting Services Inc. is pleased to present you with our scope of services and cost proposal to provide a benthic survey for the Bridge No. 875102, NE 96th Street Bridge over bay Harbor Waterway and Bridge No. 875103, Kane Concourse Bridge over Indian Creek.

SCOPE OF SERVICES:

Stantec staff will conduct a benthic review at the previously described project location. The area will be surveyed using SCUBA. A benthic survey report will be prepared documenting the findings. The report will include representative underwater photographs and details including types, numbers, and locations of any and all observed benthic resources. Differential GPS will be used to record the locations of these resources, if possible.

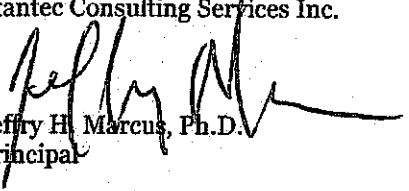
PROFESSIONAL FEES: Lump Sum Fee of \$5,500.00

The Stantec Team will be ready to proceed within three weeks upon Authorization to Proceed.

We appreciate the opportunity to present our services to you. Please signify your acceptance of this proposal by signing below and returning a signed copy to us. If you should have any questions regarding this proposal, please feel free to contact our office.

Sincerely,

Stantec Consulting Services Inc.


Jeffrey H. Marcus, Ph.D.
Principal

Accepted by:
Mr. Steve Hedge, Structural Engineer, Hardesty & Hanover

By: _____

Date: _____



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 16.

ITEM: Approval requested by Town Manager Wasson of the Intracoastal Waterway Bridge Lighting Plan by Horton Lees Brogden Lighting Design. Enclosed find the lighting design Plan and supporting documents.

DESCRIPTION:

As part of the Inter Coastal Water Bridge (ICW) rehabilitation project, we are proposing to add decorative lighting that will add visual interest and beauty to the ICW Shepard Broad Causeway Bridge. As part of this particular project new lighting will be added to illuminate all the outside support columns with white lighting; lighting fixtures will be added to the bascule piers as well as the underside of the bascule span. These lights will have the ability to change color as desired for special events or holidays. In addition to the lighting we are also submitting the new lighted signs that will replace the painted on signage on the north and south side of the bascule piers. The new lighted sign will reflect the new name "Shepard Broad Causeway / Bay Harbor Islands".

Staff recommends moving forward with design plans so project can be advertised for best bid pricing.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Unknown at this time.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	Bridge Lighting Engineer Info Part 1	Horton Lees Brogden Lighting Design Part1.pdf
2.	Bridge Lighting Engineer Info Part 2	Horton Lees Brogden Lighting Design Part2.pdf
3.	Bridge Lighting Engineer Qualifications	HLB Qualifications.pdf
4.	Proposed Shepard Broad Causeway Signage for the ICW	Proposed Shepard Broad Causeway Signage for ICW.pdf
5.	Bridge Lighting Design	2015.07.28 Lighting Schematic Options.pdf

1. a new level of light
who we are
what we do
daylighting & sustainable design

2. the HLB talent pool
HLB new york
HLB san francisco
HLB los angeles
HLB boston

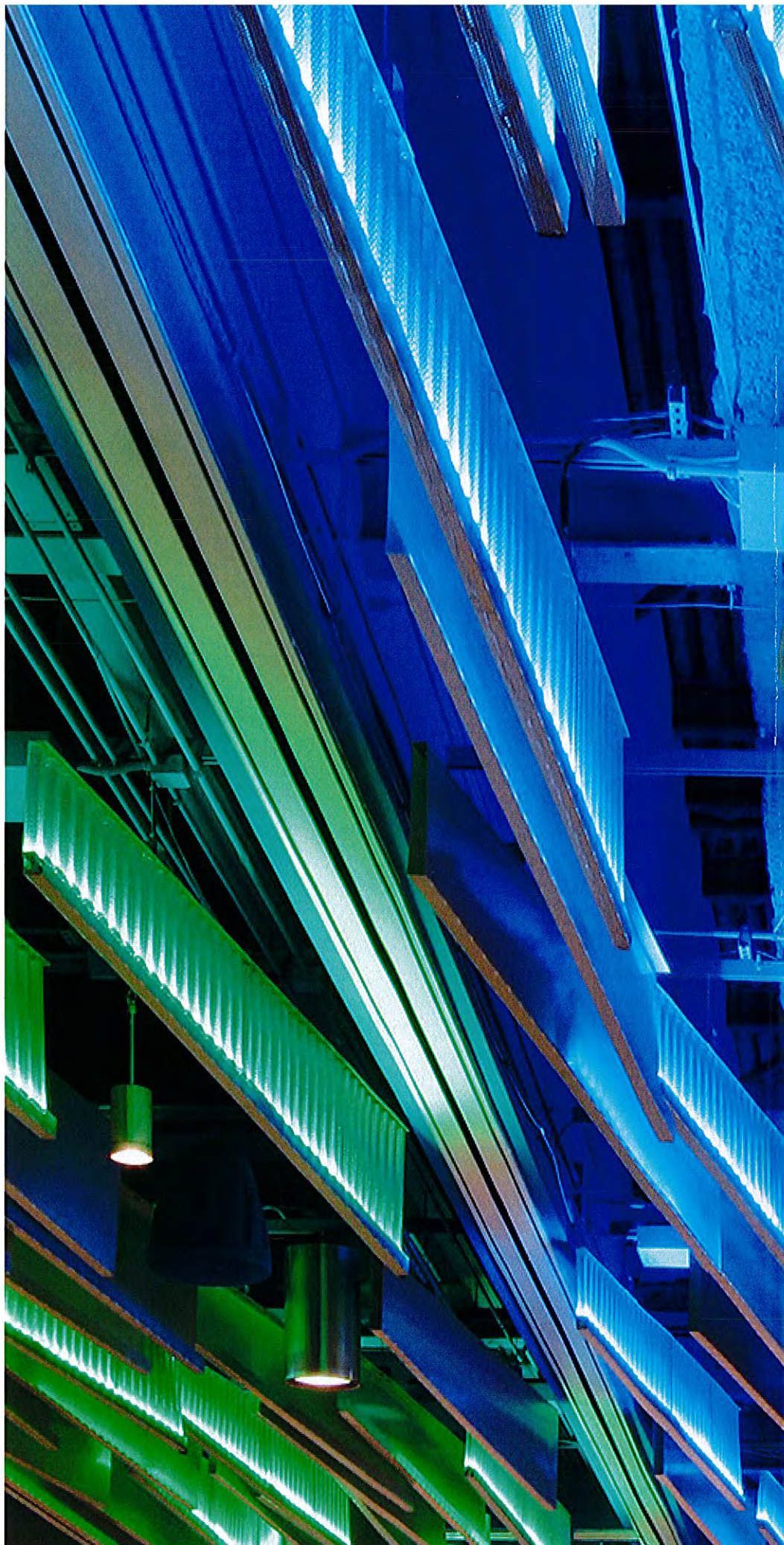
3. let the light speak for itself
HLB market sectors - select portfolio

level one

a new level of light

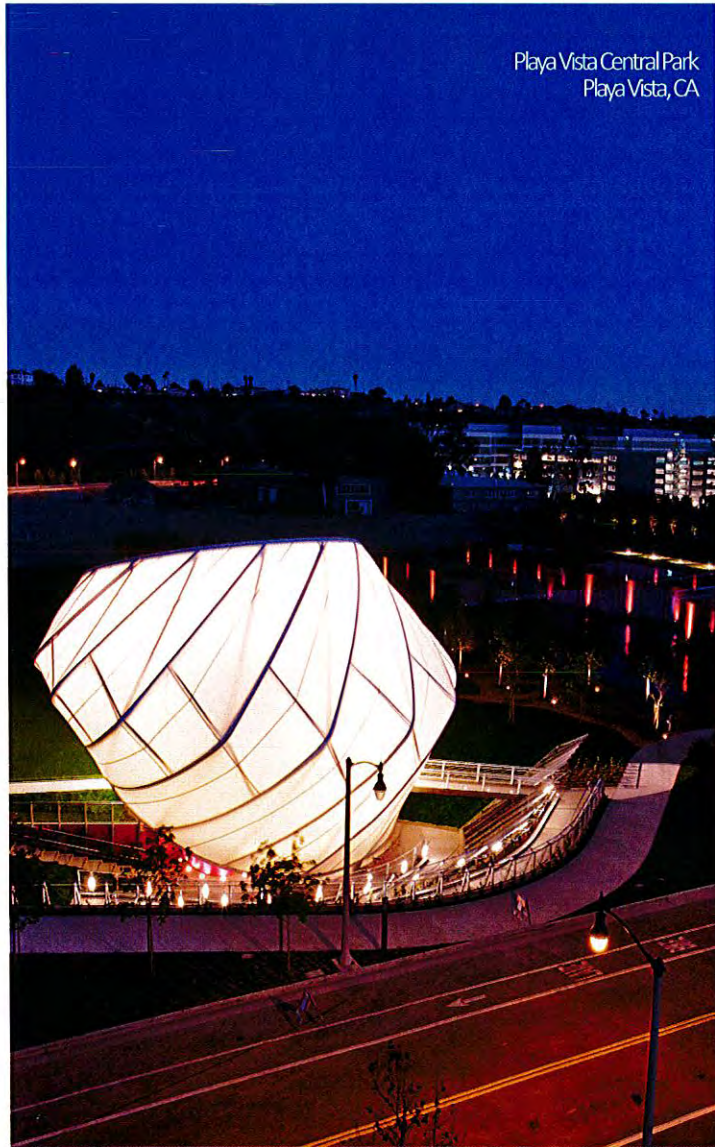
Lighting defines a space, sets a mood,
and enhances architectural features.

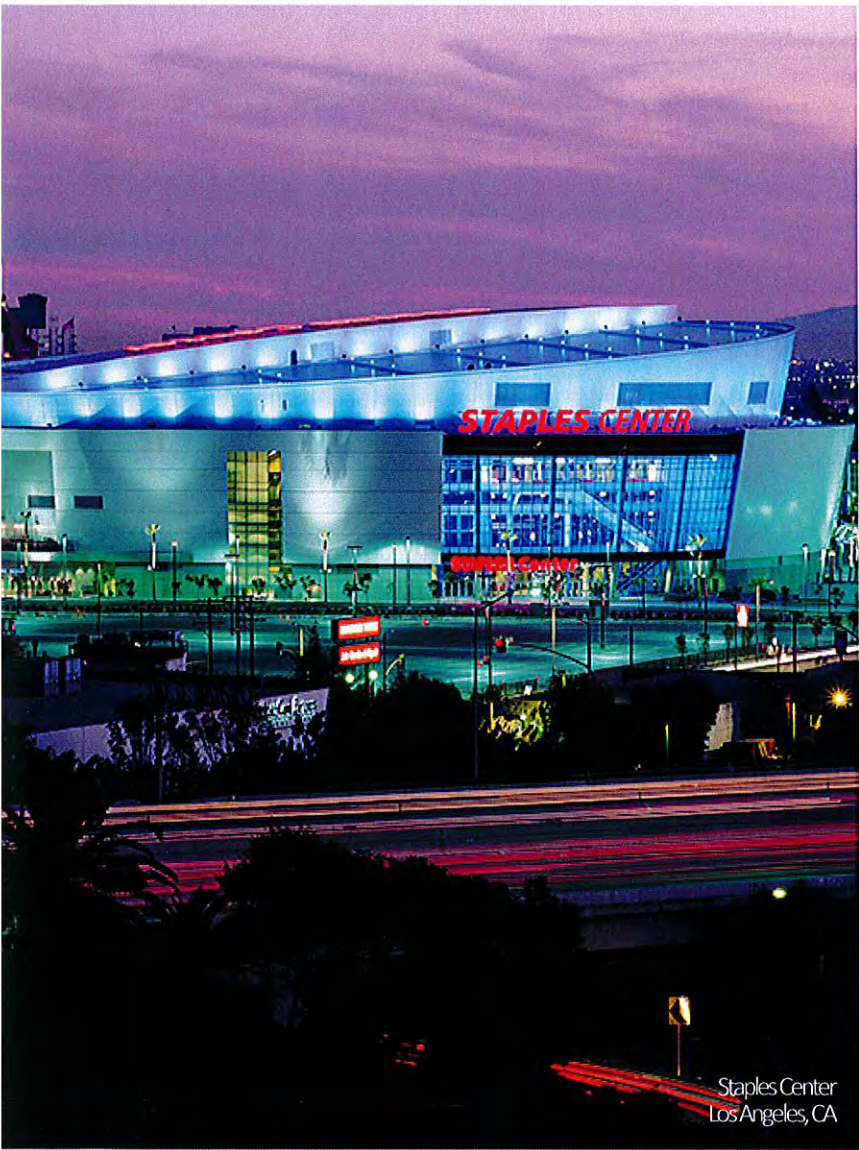
Lighting encourages direction,
motivation, increased productivity and
creates a sense of well-being.



urban & master planning lighting

Paving the way with light

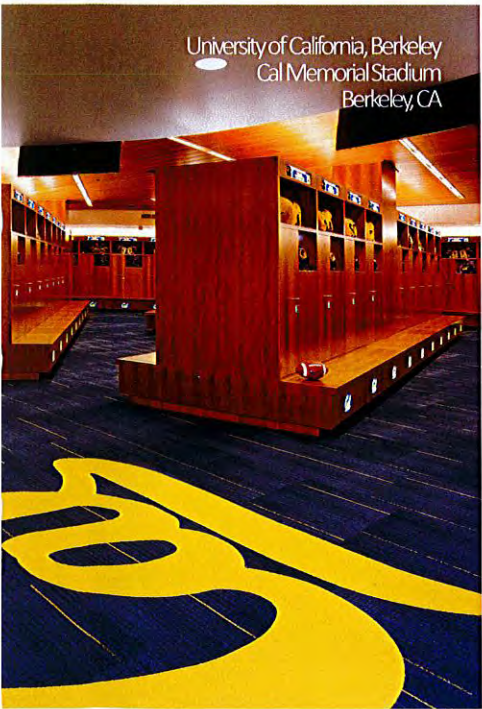




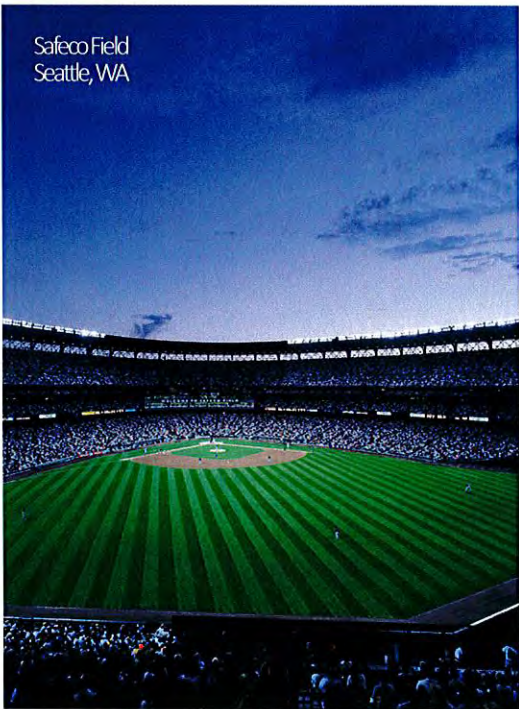
Staples Center
Los Angeles, CA



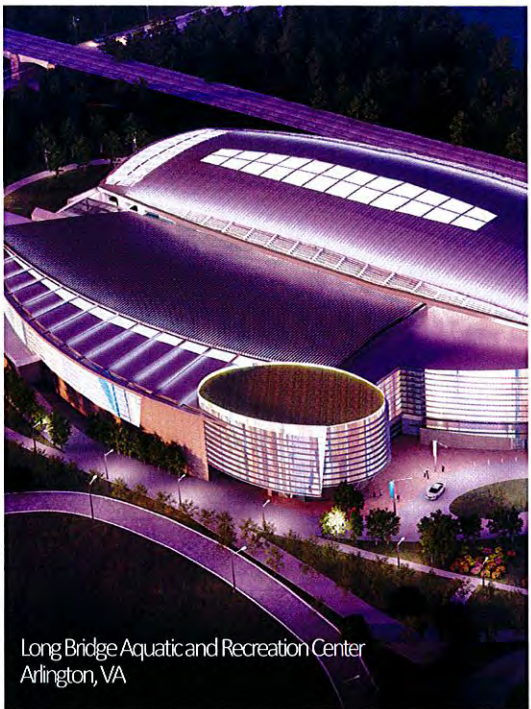
University of California, Los Angeles
Spieker Aquatic Center
Los Angeles, CA



University of California, Berkeley
Cal Memorial Stadium
Berkeley, CA



Safeco Field
Seattle, WA



Long Bridge Aquatic and Recreation Center
Arlington, VA

sports & recreation lighting

Celebrate tradition with light

University of California, Los Angeles
Pauley Pavilion
Los Angeles, CA

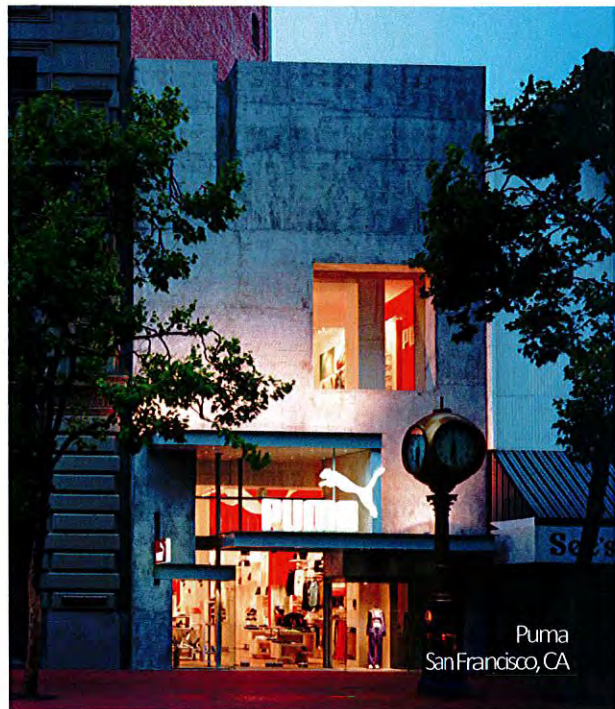




Bloomingdale's
Various Locations



Westfield Horton Plaza
San Diego, CA



Puma
San Francisco, CA

retail lighting

The price of light



SOMA Grand Condominiums
San Francisco, CA



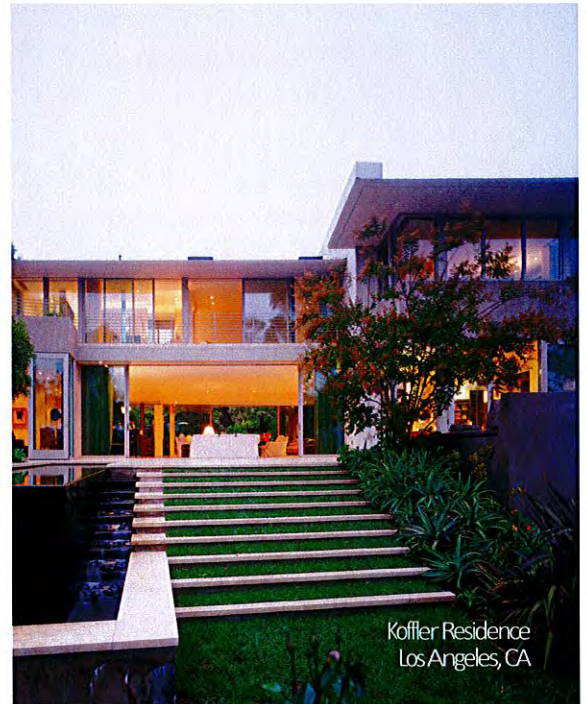
Kursh Picioni Residence
Marin County, CA



Winstanley Residence
Provincetown, MA



Tassaforanga Village
Oakland, CA

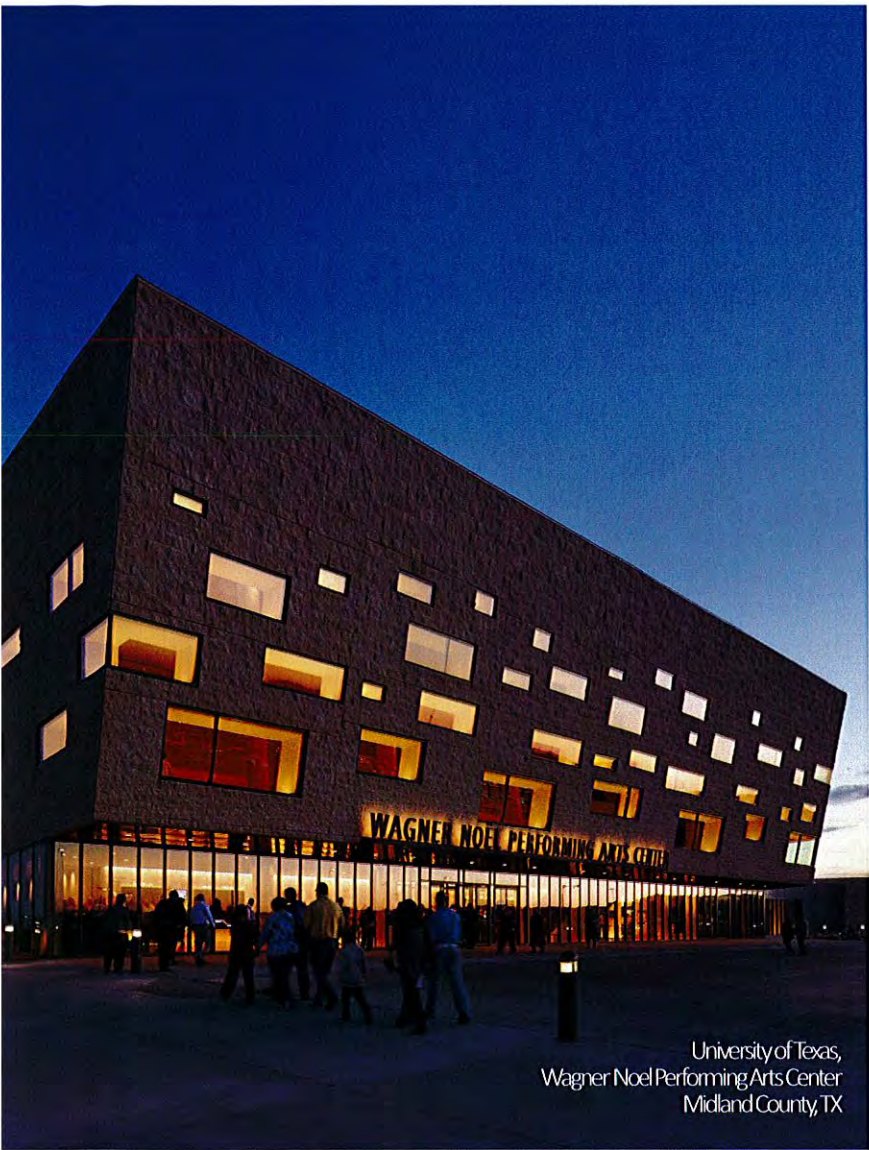


Koffler Residence
Los Angeles, CA

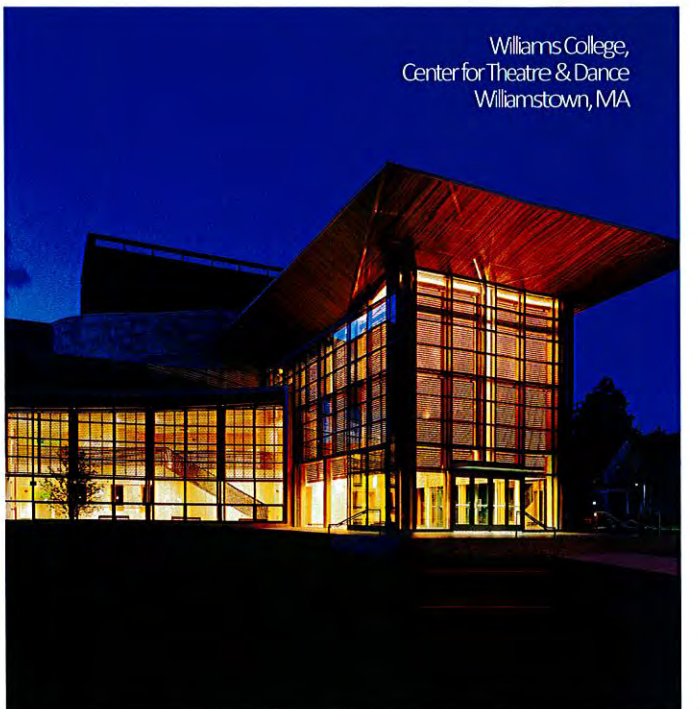
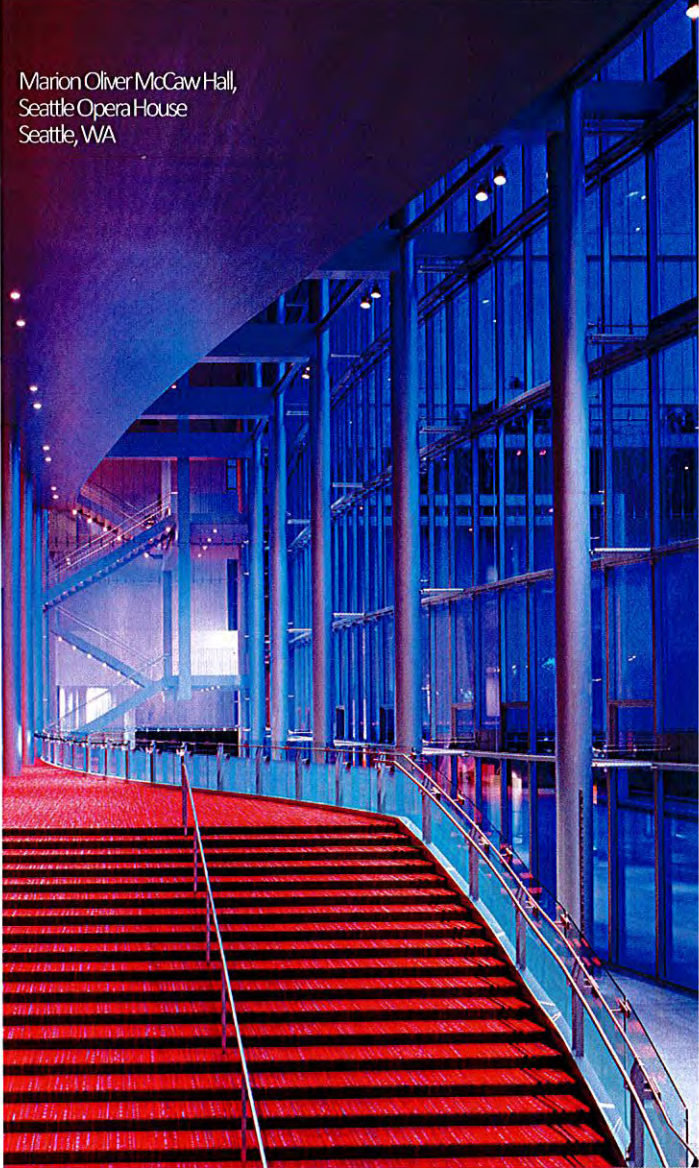
residential lighting

Lighting for the everyday





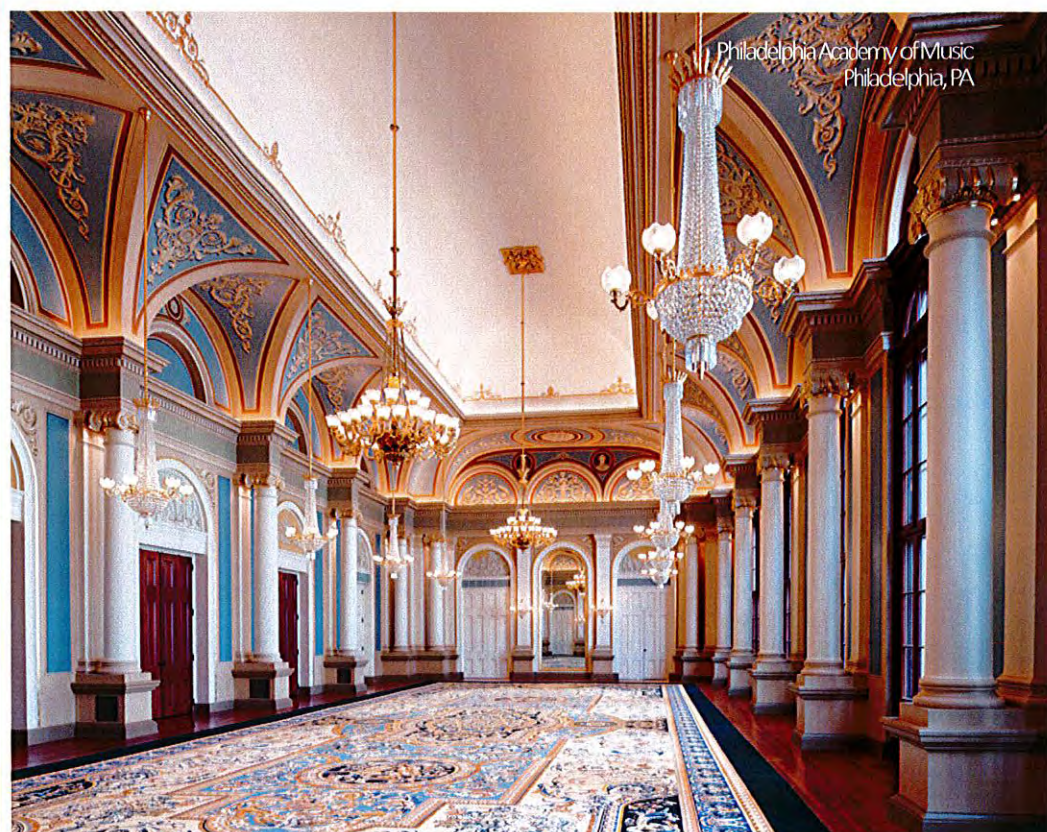
Marion Oliver McCaw Hall,
Seattle Opera House
Seattle, WA

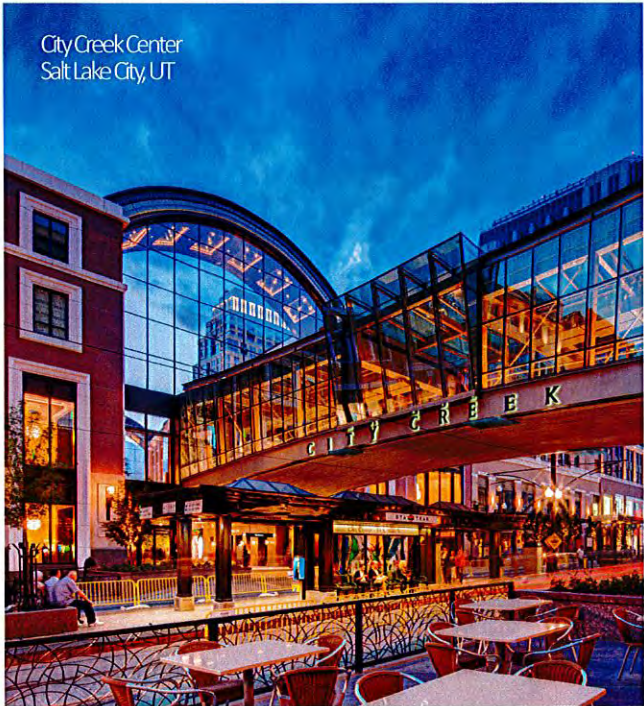


performing arts lighting



A stage for light

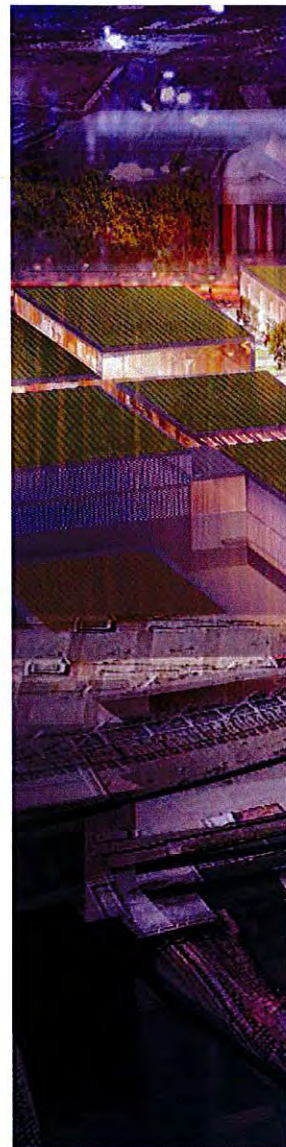
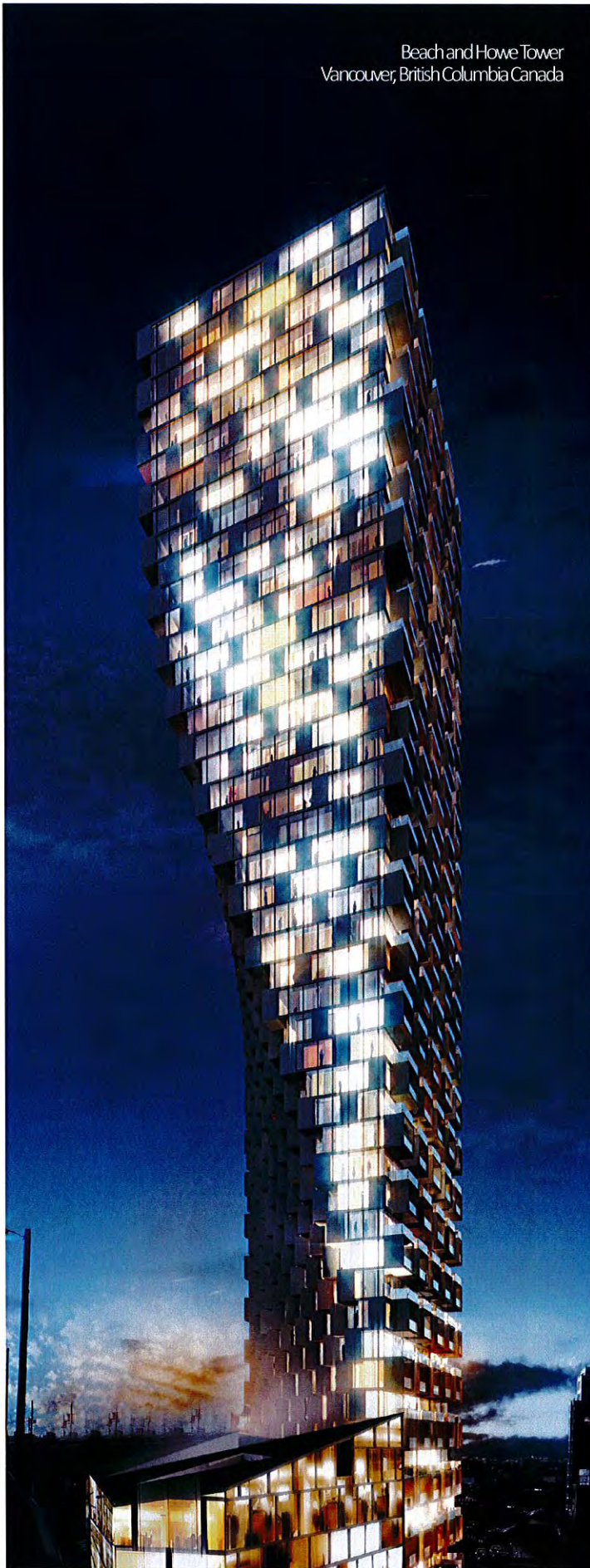




mixed use lighting

Versatility with light

Beach and Howe Tower
Vancouver, British Columbia Canada



Boulevard Place
Houston, TX



Telus Sky Tower
Calgary, Alberta Canada



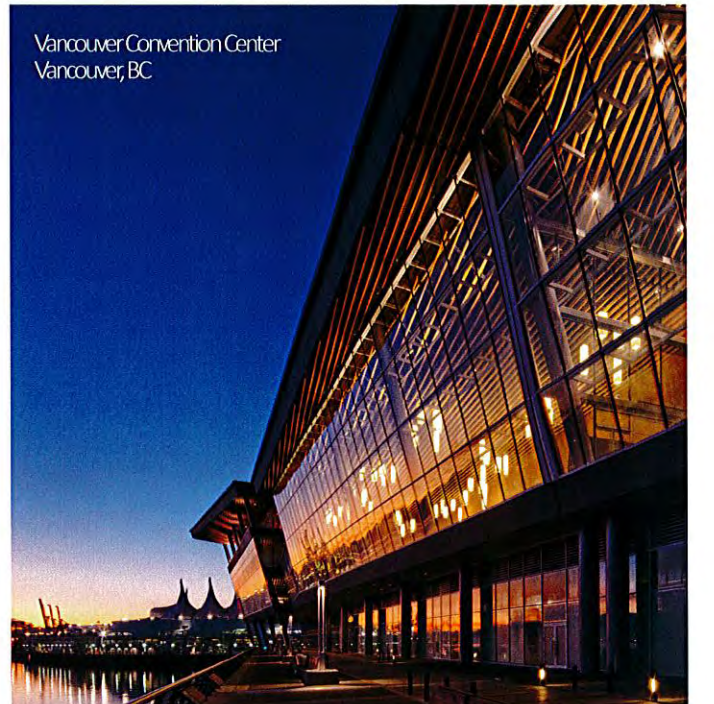
Shanghai Grand Theatre
Shanghai, China



Hyatt Regency Al Khobar
Riyadh, Saudi Arabia



Vancouver Convention Center
Vancouver, BC



international lighting



Moving the world with light





Rouge Tomato Restaurant
New York, NY



The Ritz Carlton
Maui, HI



Four Seasons Hotel
Seattle, WA



Resorts World Casino
New York, NY

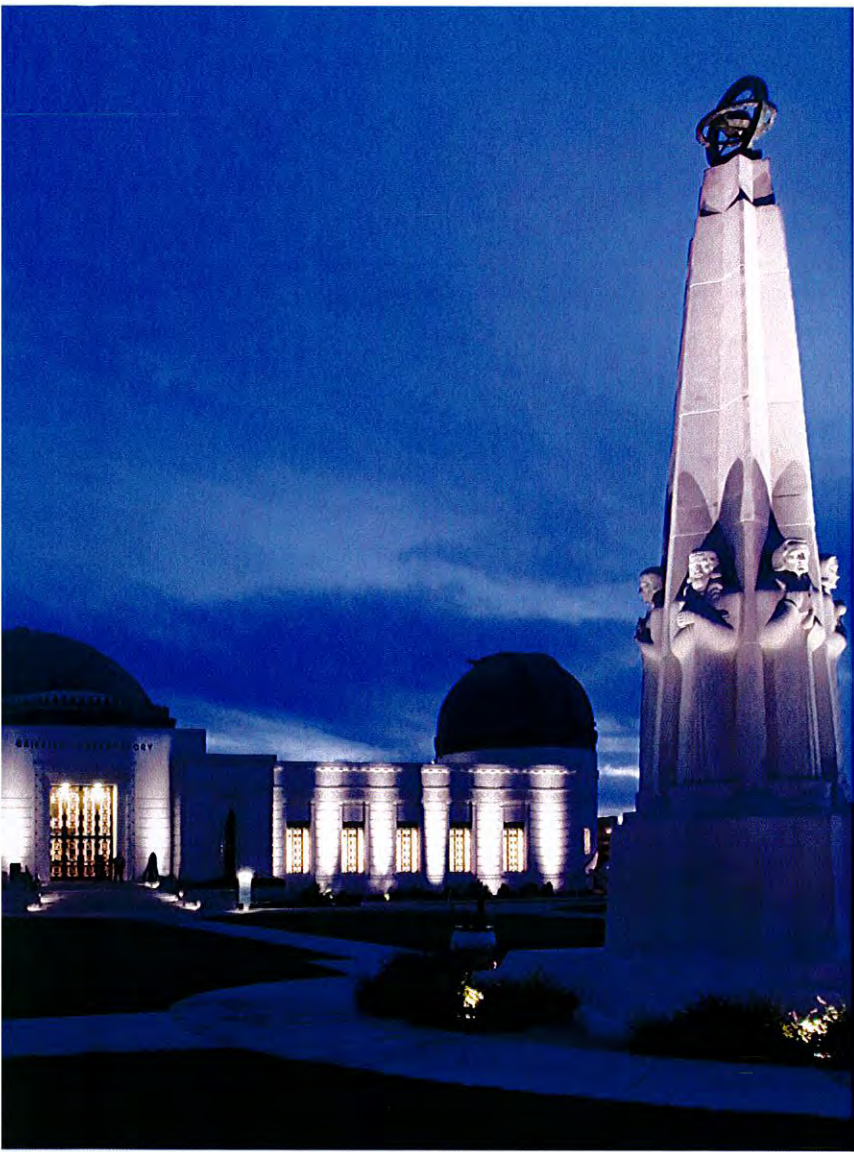


Elizabeth Arden
Red Door Salon & Spa
New York, NY

hospitality lighting

Comfort of light

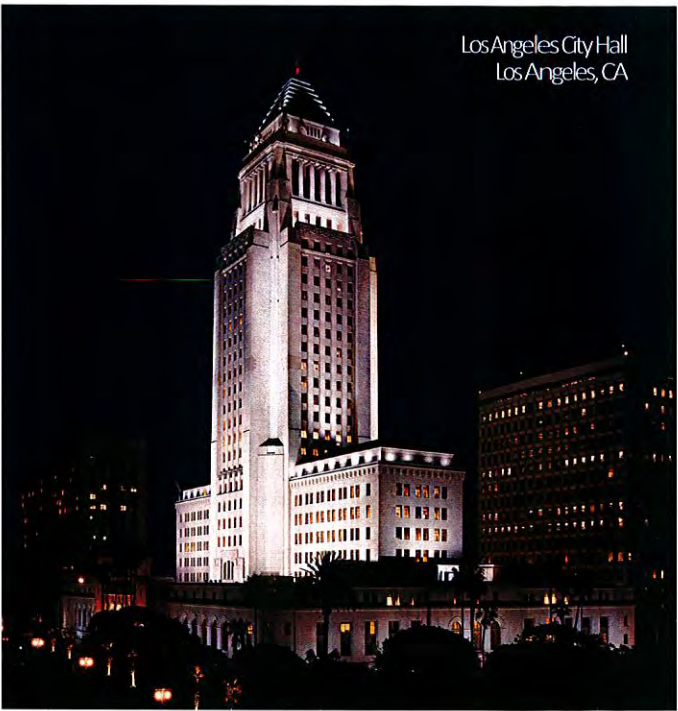




140 New Montgomery
San Francisco, CA



High Bridge
New York, NY



Los Angeles City Hall
Los Angeles, CA

historic renovation lighting

Preservation by light

Cathedral of the Blessed Sacrament
Sacramento, CA



Griffith Observatory
Los Angeles, CA



Pasadena City Hall
Pasadena, CA



Nationwide Children's Hospital
Columbus, OH



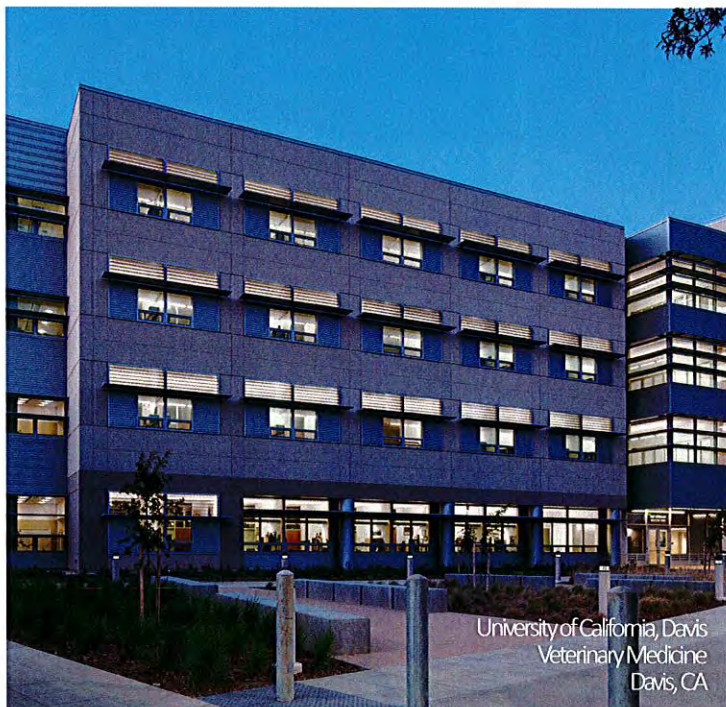
Palomar Medical Center
Escondido, CA



University of California, Los Angeles
Nanosystems Institute
Los Angeles, CA



University of California, Davis
Veterinary Medicine
Davis, CA



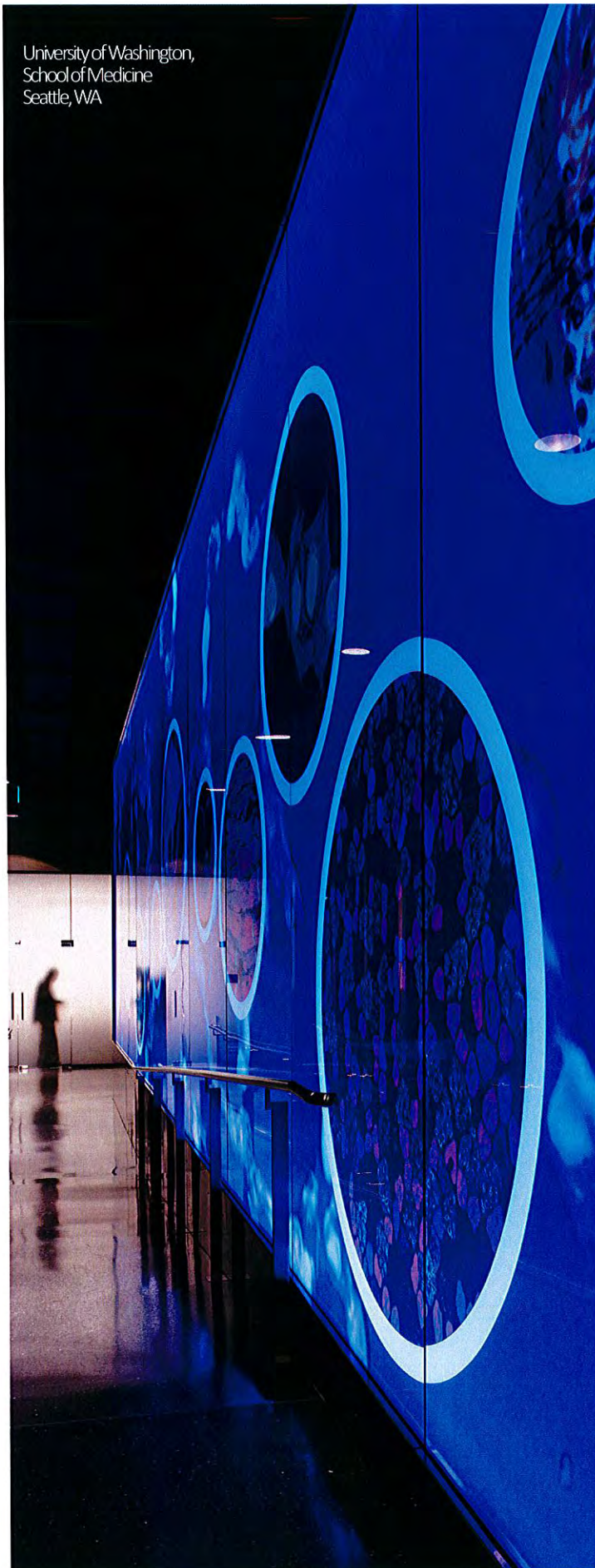
University Hospital
Sky Tower
San Antonio, TX



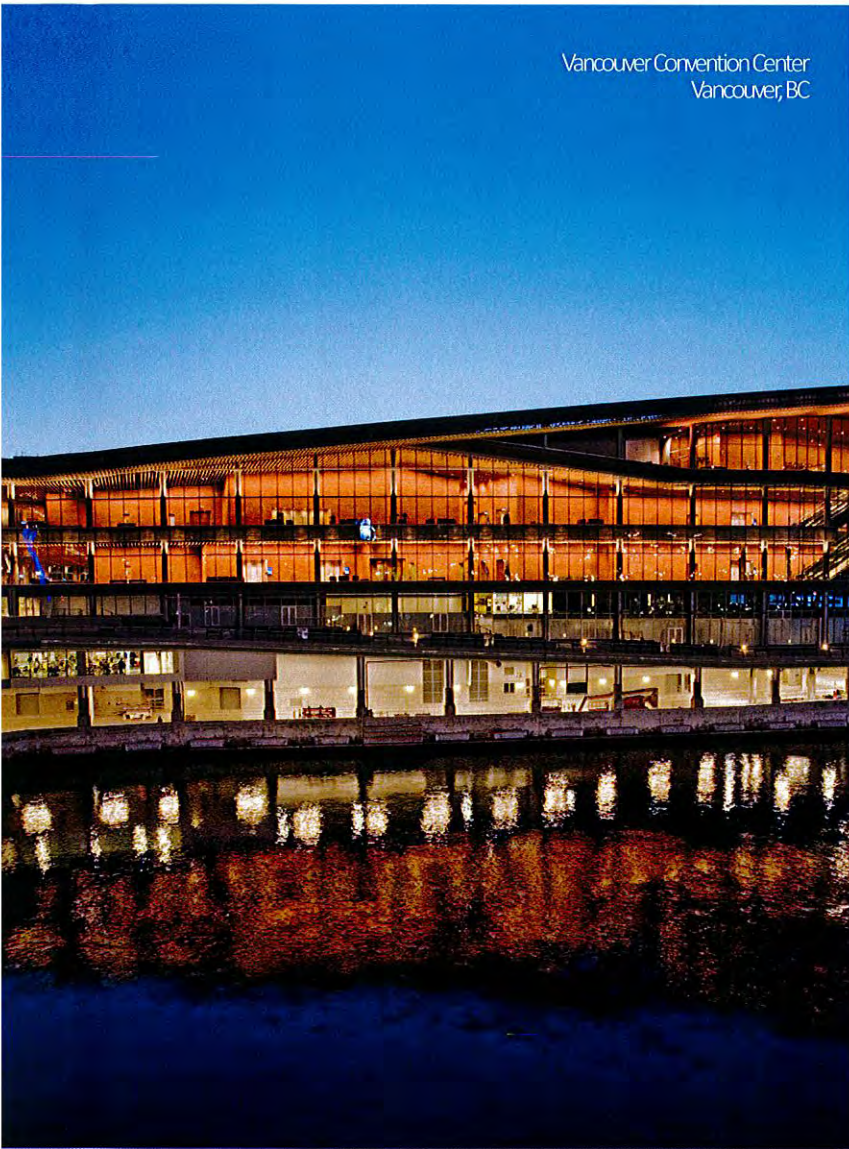
healthcare & life sciences lighting

Healing with light

University of Washington,
School of Medicine
Seattle, WA

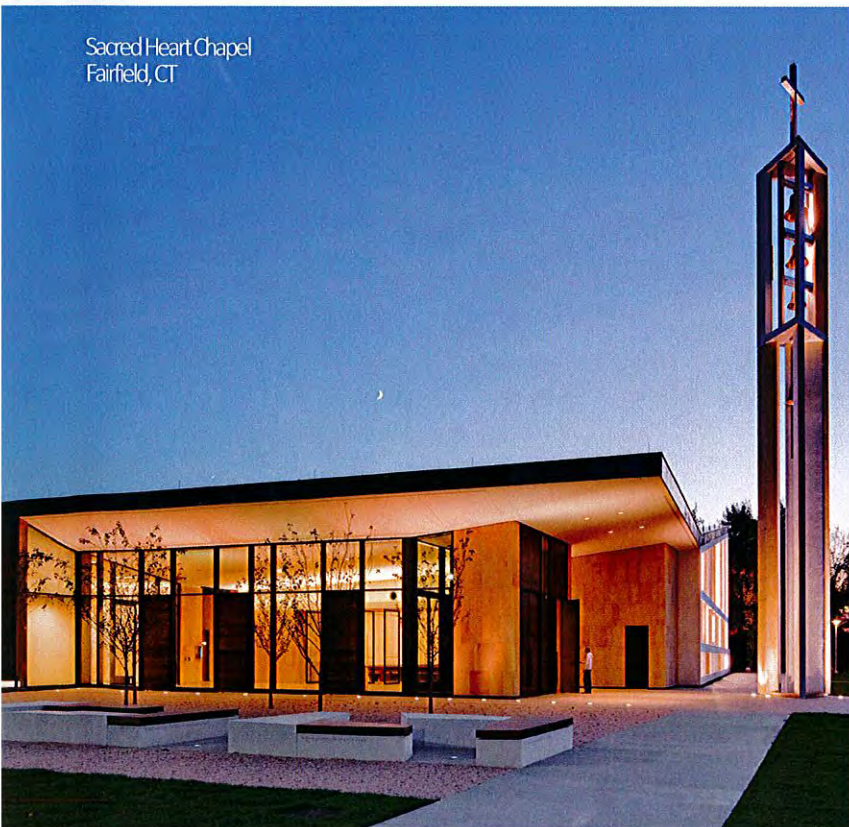


Vancouver Convention Center
Vancouver, BC

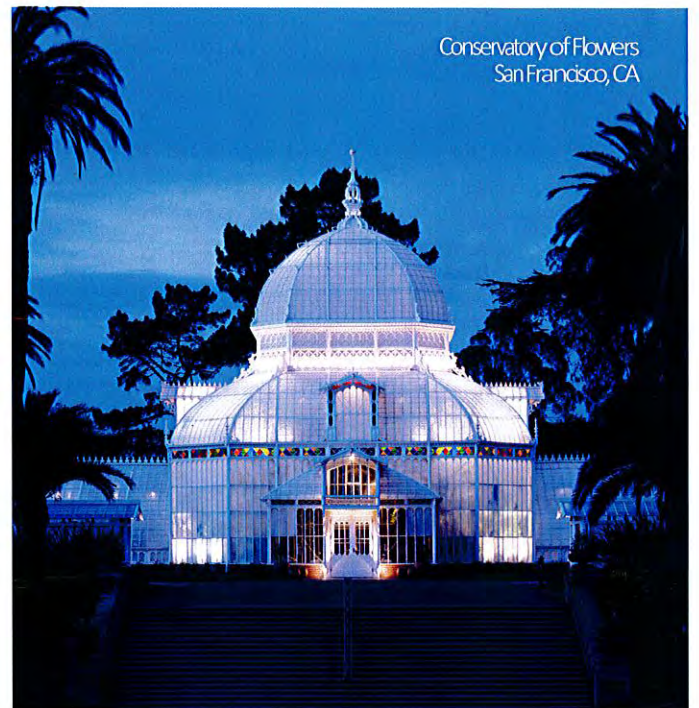


New York Tolerance Center
New York, NY

Sacred Heart Chapel
Fairfield, CT

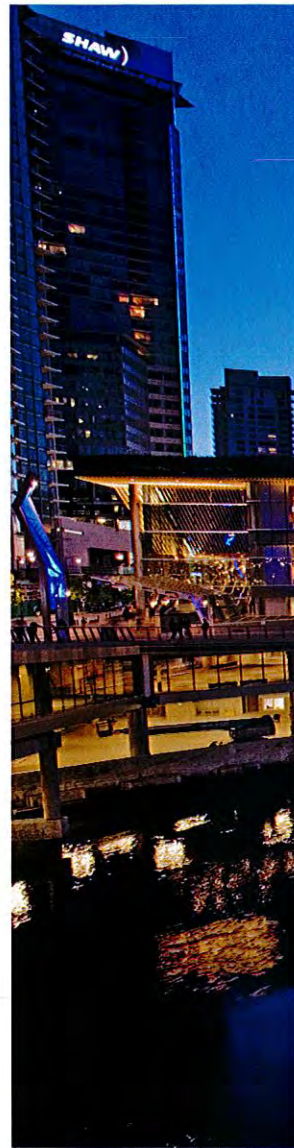
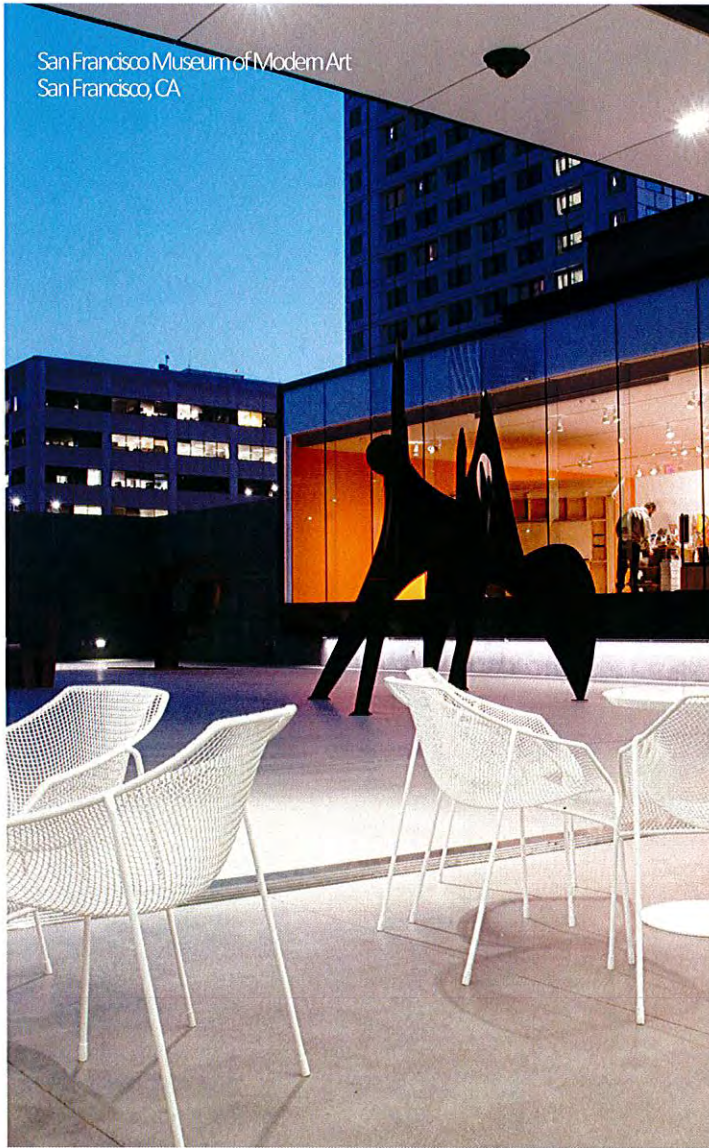


Conservatory of Flowers
San Francisco, CA



cultural lighting

San Francisco Museum of Modern Art
San Francisco, CA



Evolving by light



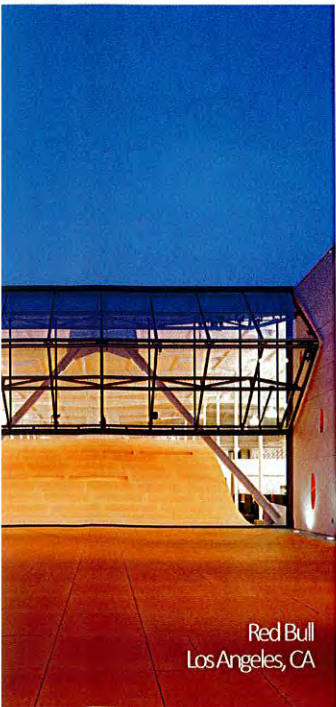
Portland Art Museum
Portland, OR



Creative Artists Agency
Century City, CA



Aerospace Corporation
Evanston, IL



Red Bull
Los Angeles, CA



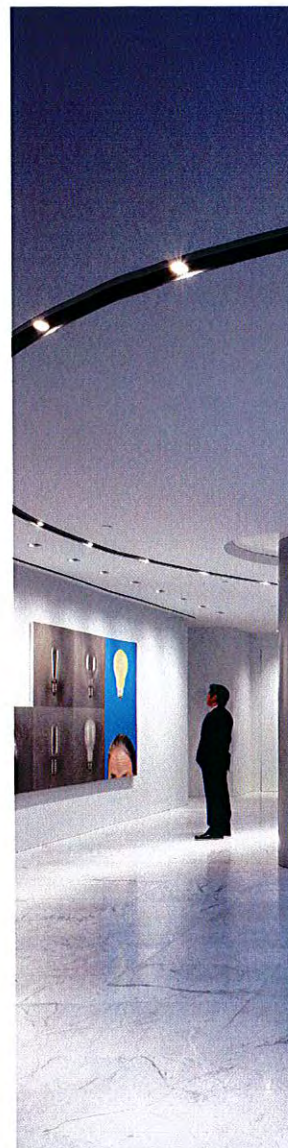
Google
Cambridge, MA



Hulu
Los Angeles, CA

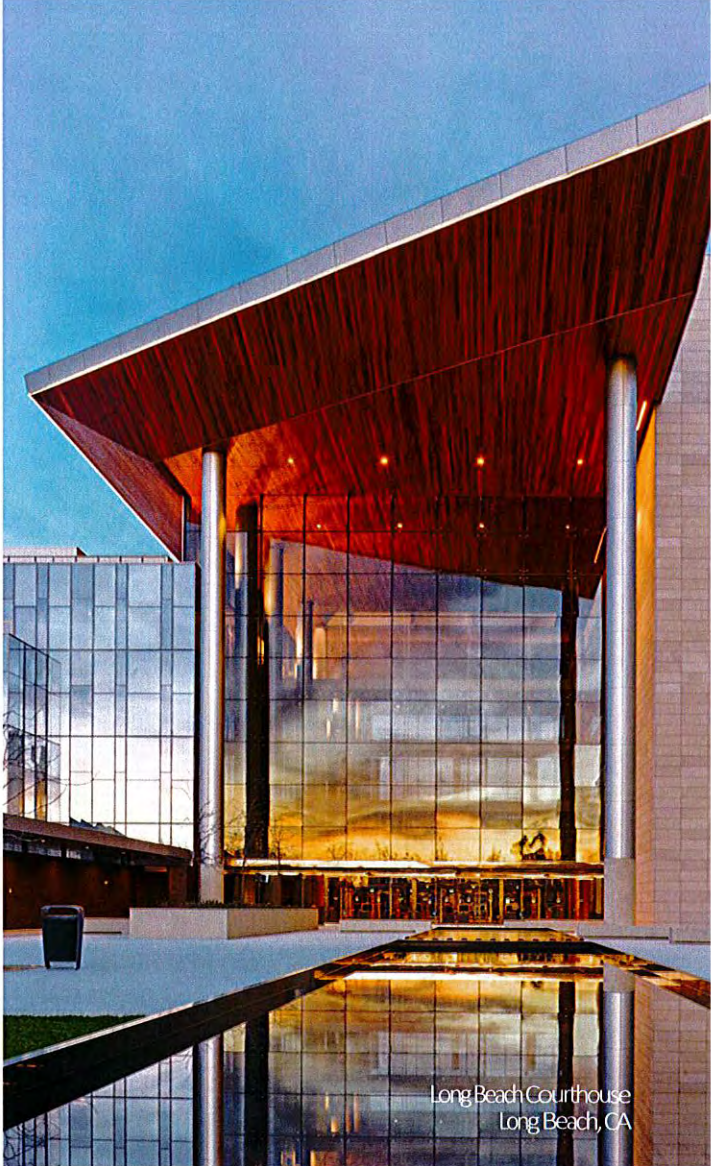
corporate lighting

Working with light





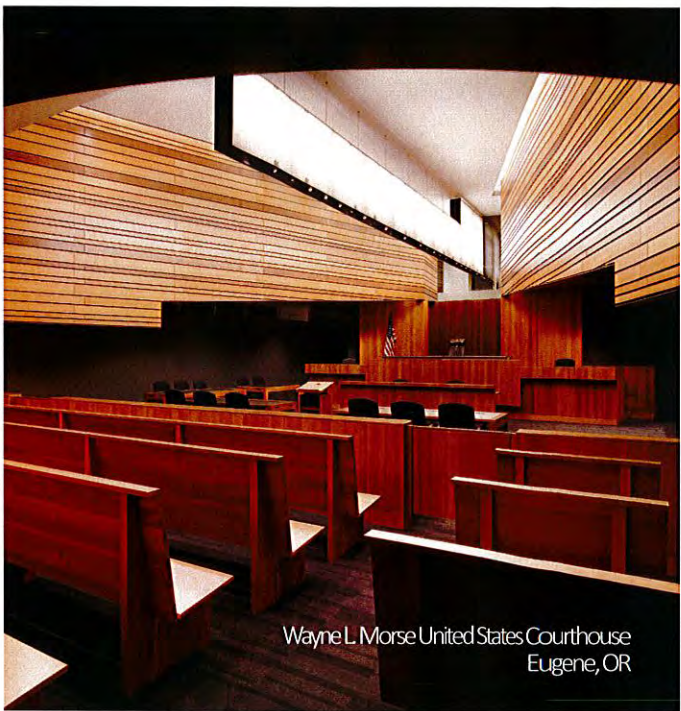
Anacostia Neighborhood Library
Washington DC



Long Beach Courthouse
Long Beach, CA



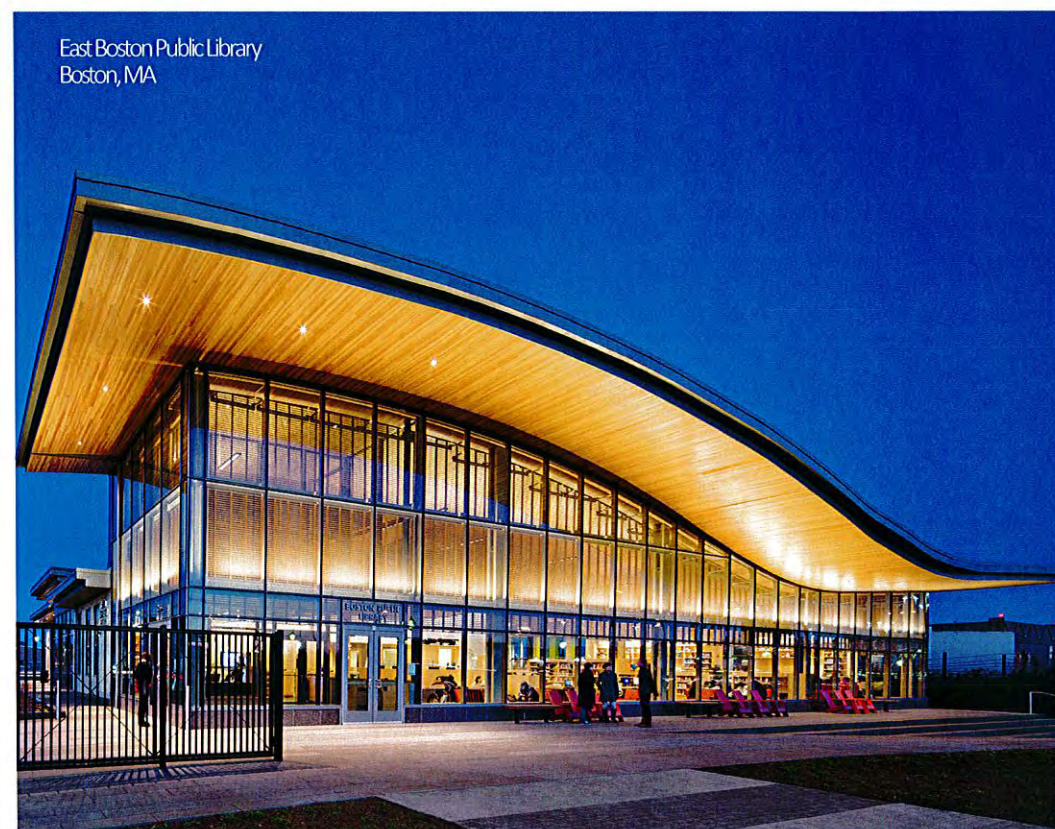
CALTRANS
Los Angeles, CA



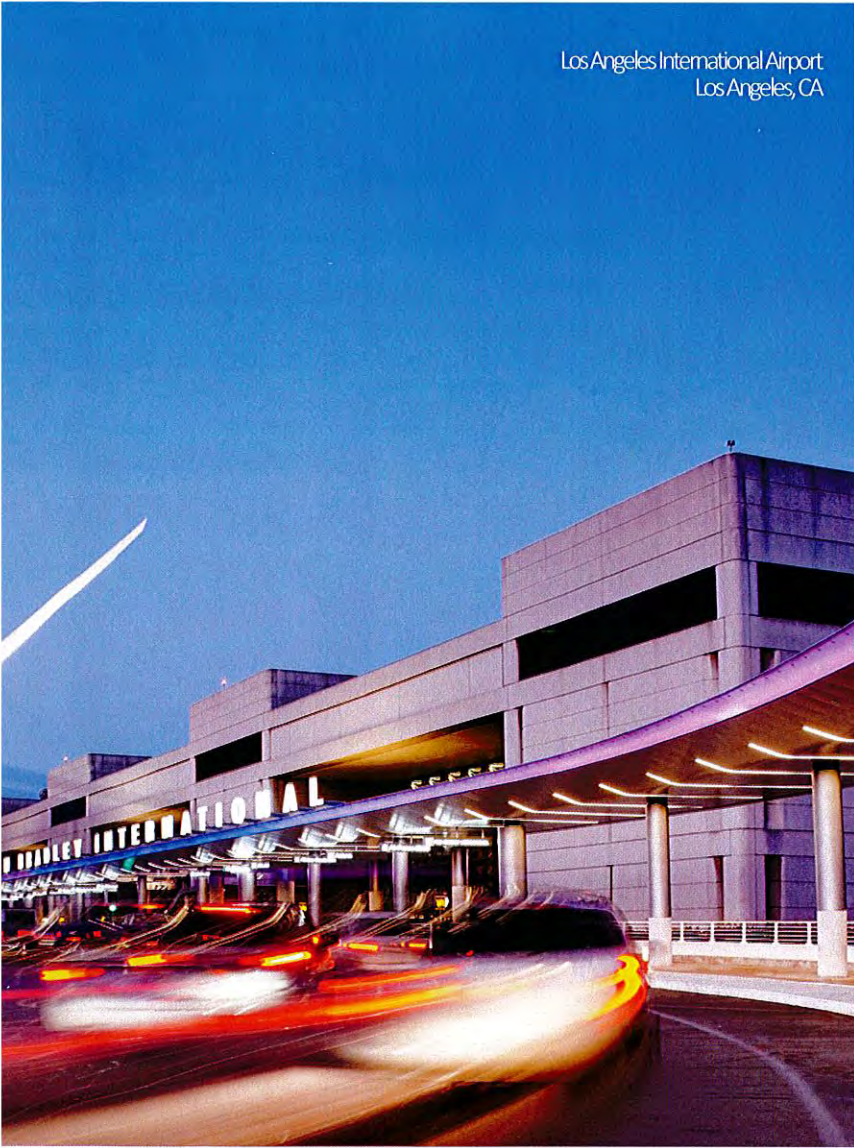
Wayne L. Morse United States Courthouse
Eugene, OR

civic lighting

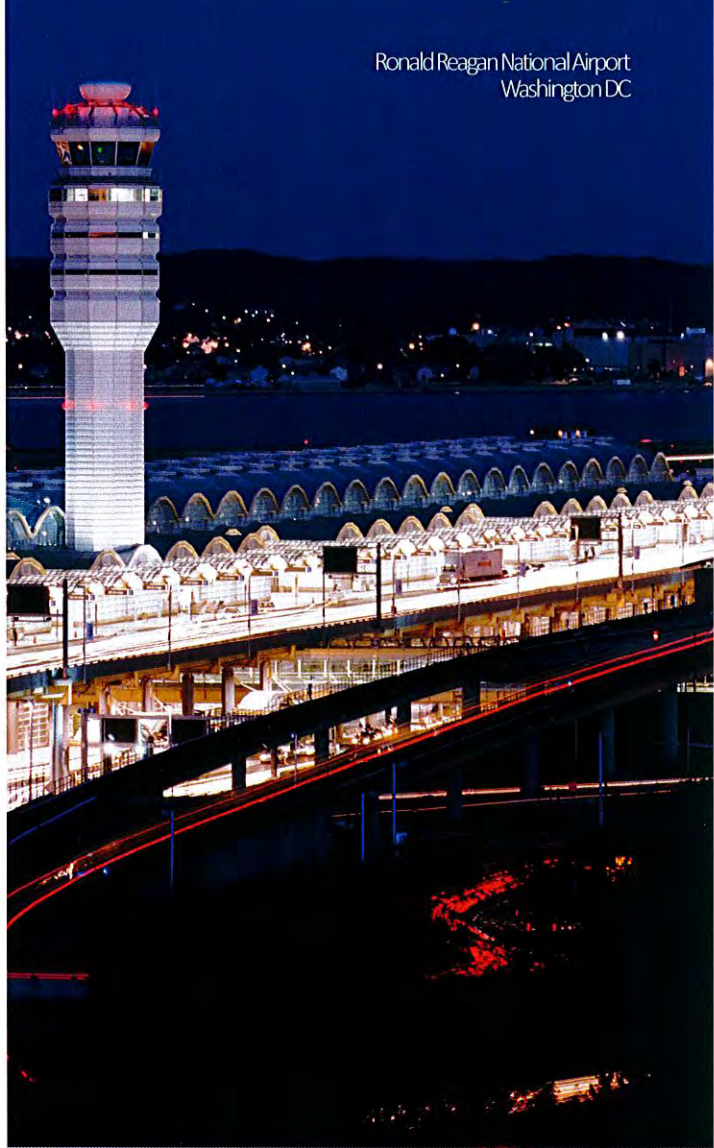
Law of light



Los Angeles International Airport
Los Angeles, CA



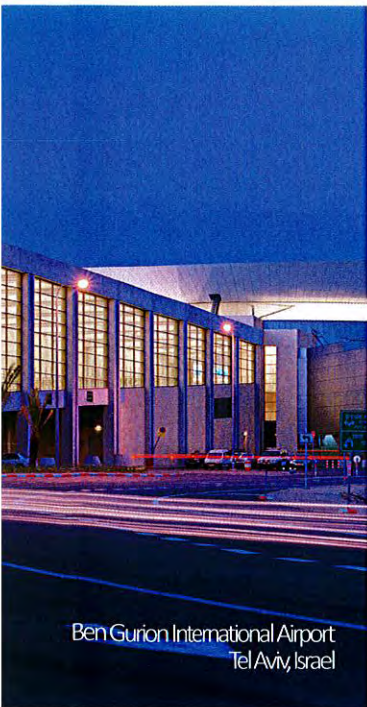
Ronald Reagan National Airport
Washington DC



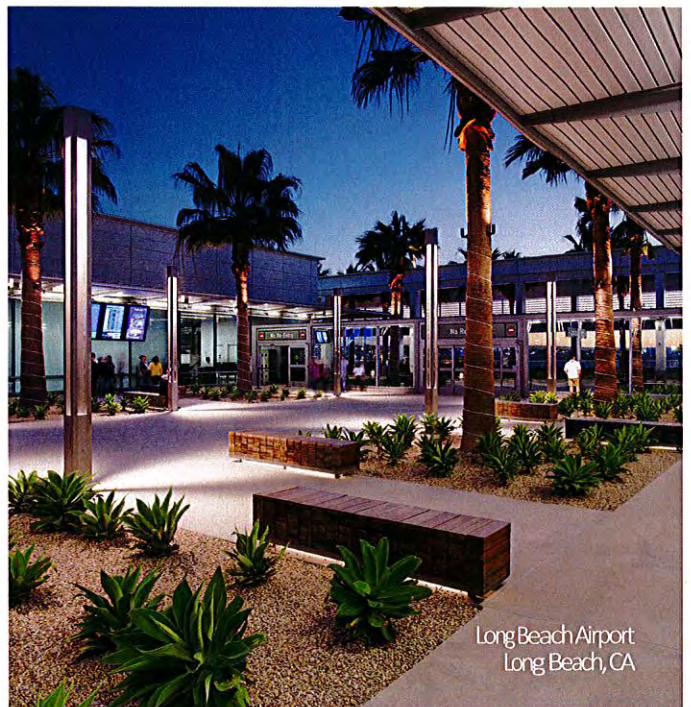
Los Angeles METRO
Los Angeles, CA



Ben Gurion International Airport
Tel Aviv, Israel



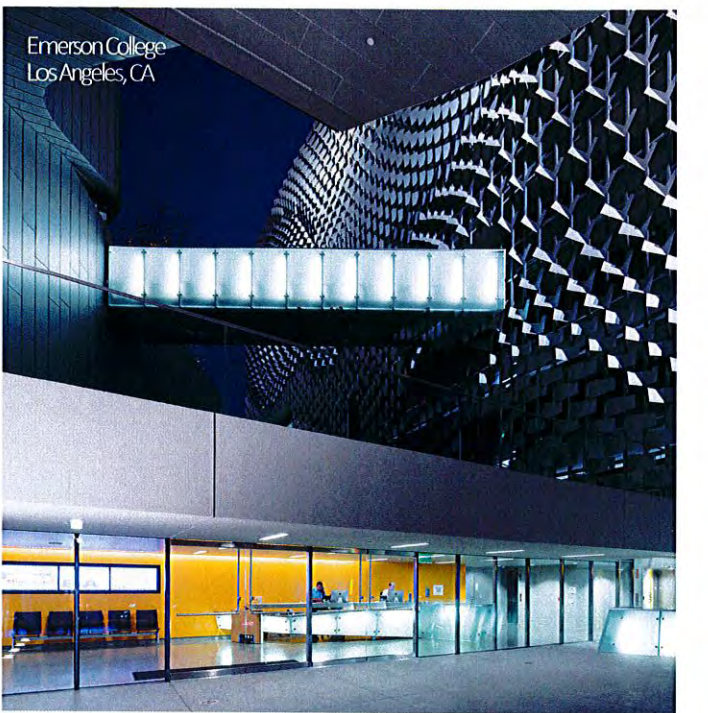
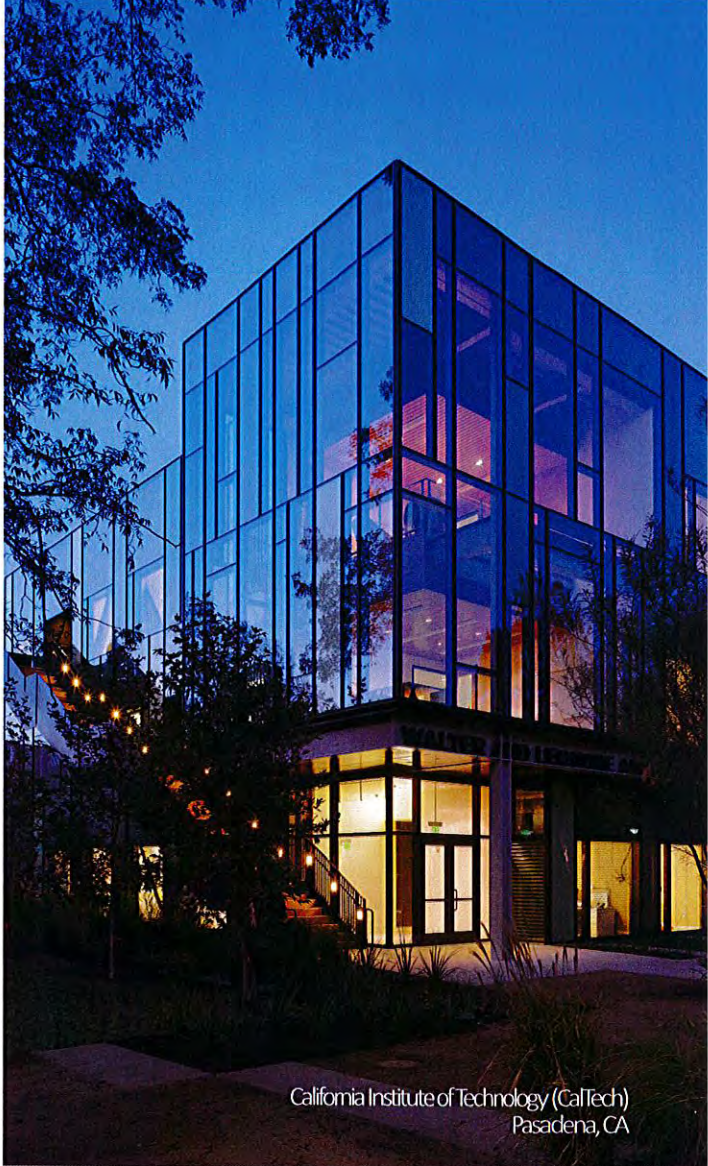
Long Beach Airport
Long Beach, CA



aviation & transportation lighting

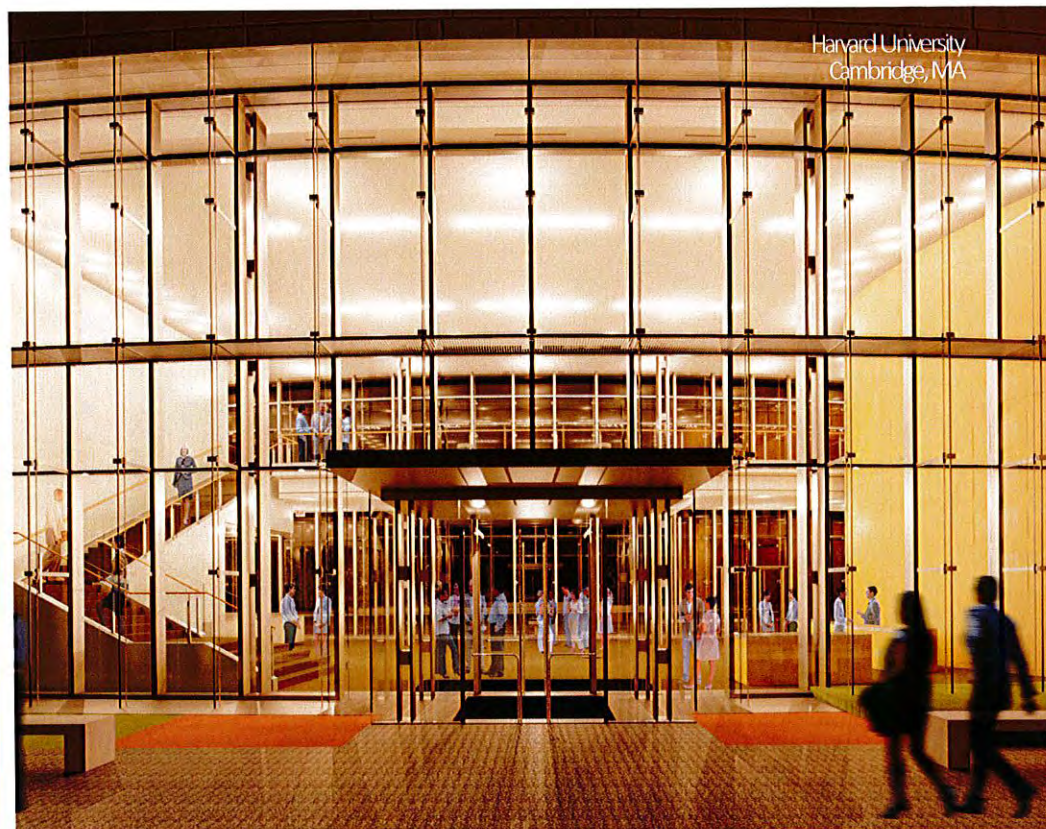
Light for people on the go





academic lighting

Learning from light





3. let the light speak for itself
HLB market sectors - select portfolio

"We infuse our core values of artistry, legacy, curiosity, balance, and integrity into every project."

- Barbara Cianci Horton
President & CEO

level three

let the light speak for itself

Our design and technical experts hail from many parts of the world and form the basis for HLB's proven ability to produce outstanding, award-winning designs.





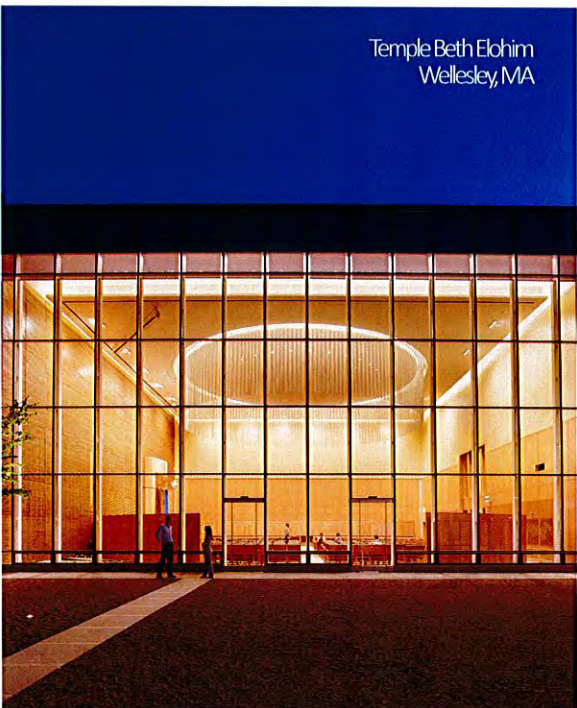
The Langham Hotel
Boston, MA



Northeastern University
Boston, MA



Boston Symphony Hall
Boston, MA



Temple Beth Elohim
Wellesley, MA

“Lighting is that intrinsic element of architecture that taps into our emotions, helping to reveal, transform, and satisfy the architectural soul.”

- Carrie Hawley
Senior Principal

HLB boston

With convenient access to our clients in the Northeast region, HLB's Boston studio is located on Lewis Wharf in Boston's North End.

The inspiring studio features an open brick and beam collaborative space with dramatic views of the harbor, creating an indoor/outdoor connection and great natural light.



Verizon Technology Innovation Center
Waltham, MA





CityCreek Center
Salt Lake City, UT



Museum of Tolerance
Los Angeles, CA



Hotel Bel Air
Bel Air, CA

“My passion is to create spaces that reveal the subtle nuances of light and capture the architect’s intent, using art, music, and nature as inspiration.”

- HT Tina Aghassian
Principal

HLB los angeles

Located mid-way between downtown and Santa Monica, our Los Angeles office resides within Culver City which has recently been revitalized with an inspired cultural and culinary renaissance, including new galleries, restaurants, and entertainment venues.

Our office, within a stand-alone converted warehouse, features an open and engaging work environment that contributes to our creative and collaborative spirit.



San Francisco City Hall
San Francisco, CA



Grand Hyatt Renovation
San Francisco, CA



San Francisco Ferry Building
San Francisco, CA

Zach Theater
Austin, TX



“We can only visually experience
our world with light; we must
appreciate the seamless
connection between science
and art to create exceptional
environments.”

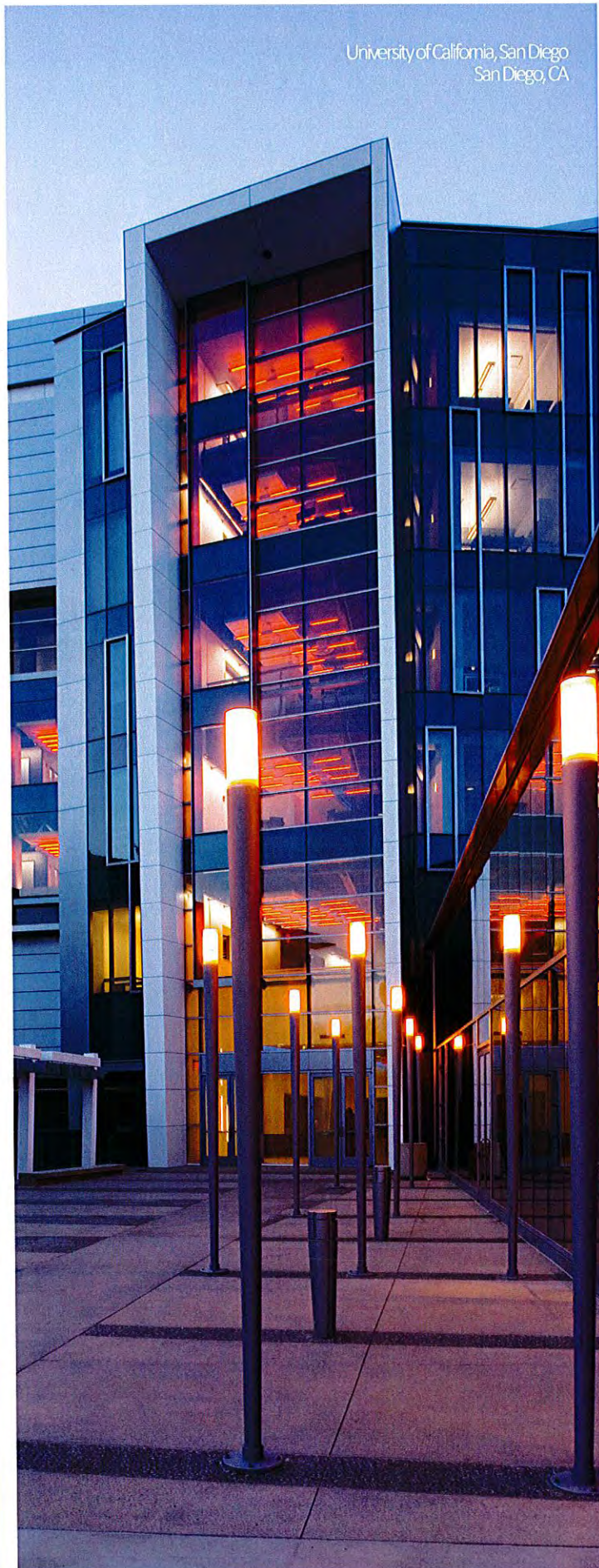
- Angela L. McDonald
Senior Principal

HLB san francisco

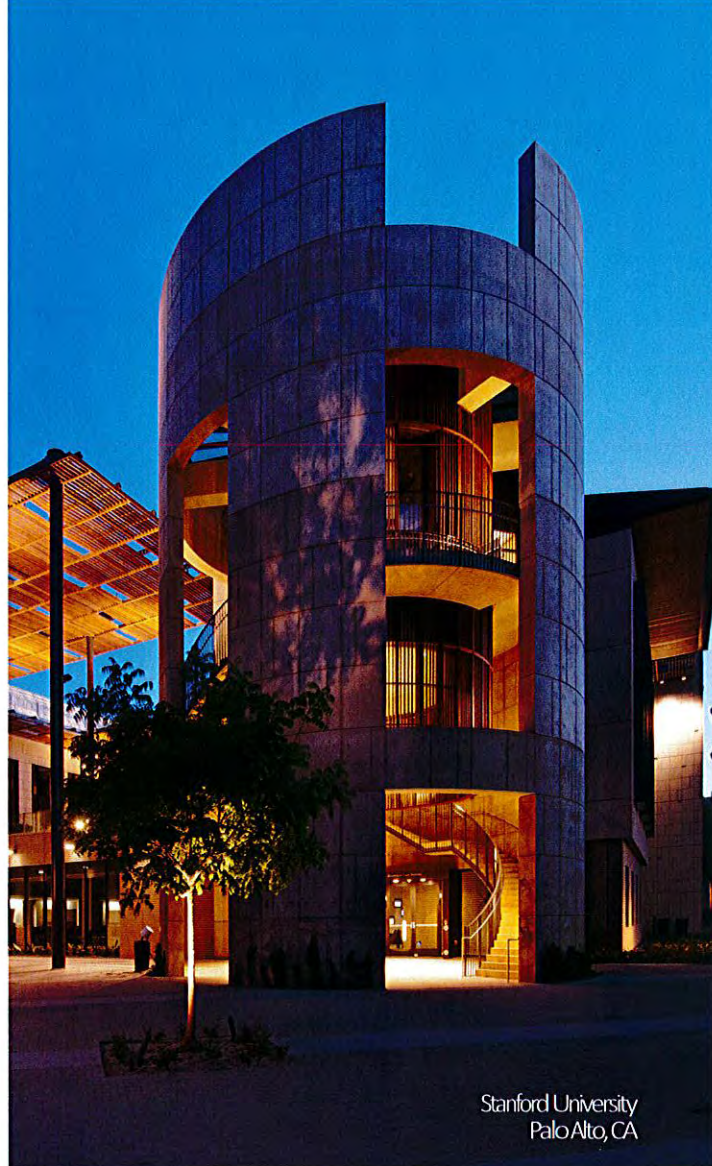
Located in the trendy SOMA district- home to many interesting restaurants, nightlife, and the San Francisco Giants. Housed within a historic converted warehouse, our second floor corner office enjoys an abundance of natural light and ventilation.

Our open office floor plan spurs many creative and animated discussions among the designers, and at the end of the day, we may choose to relax in our cozy lounge and kitchen area entertaining the occasional visit by our resident cats.

University of California, San Diego
San Diego, CA



World War II Memorial
Washington DC



Stanford University
Palo Alto, CA

United States Federal Courthouse
Cedar Rapids, IA



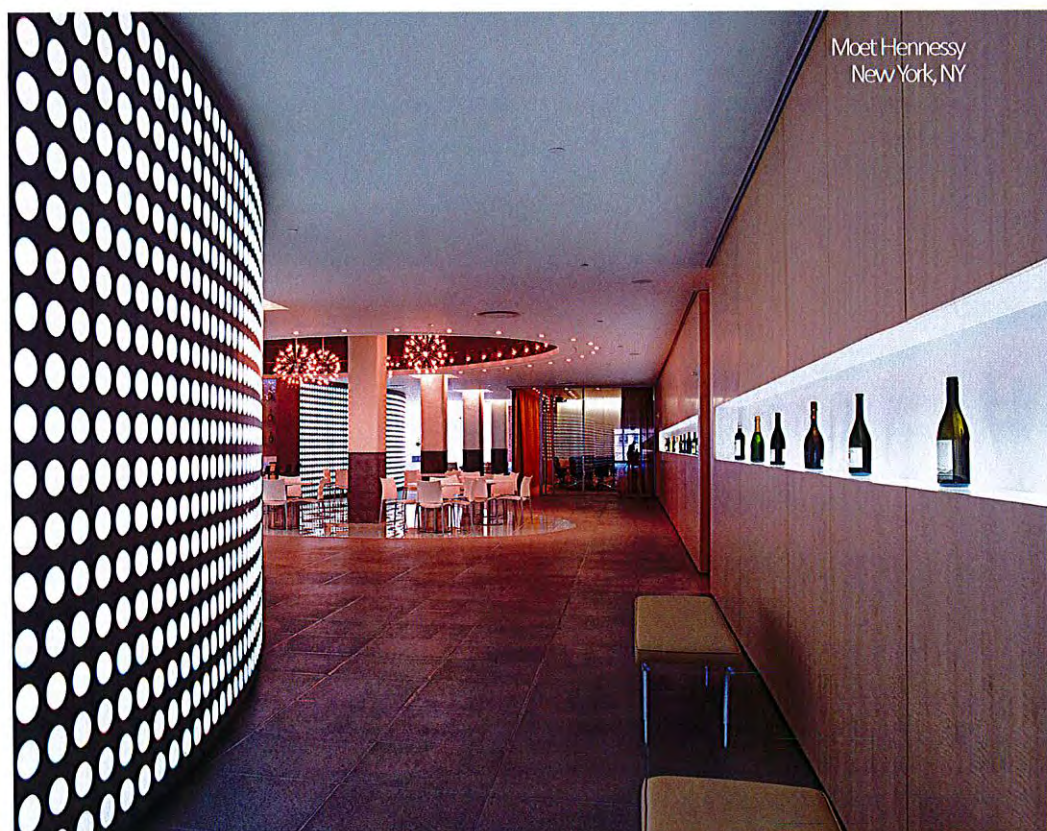
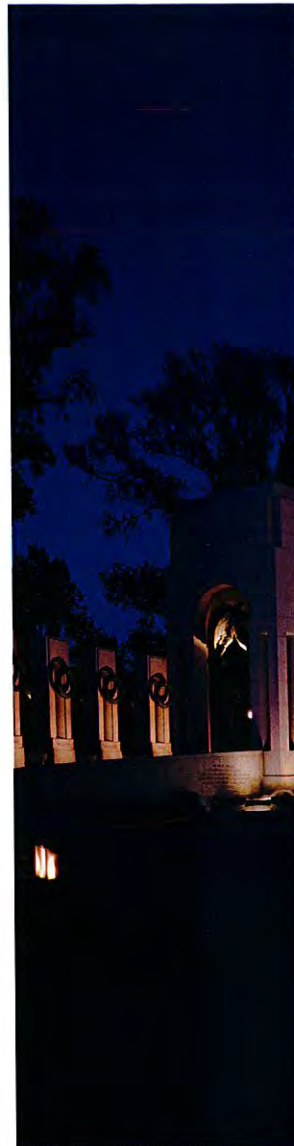
"I feel the highest sense of accomplishment when the client is happy because our team has provided solutions that are responsible, sustainable, and functional."

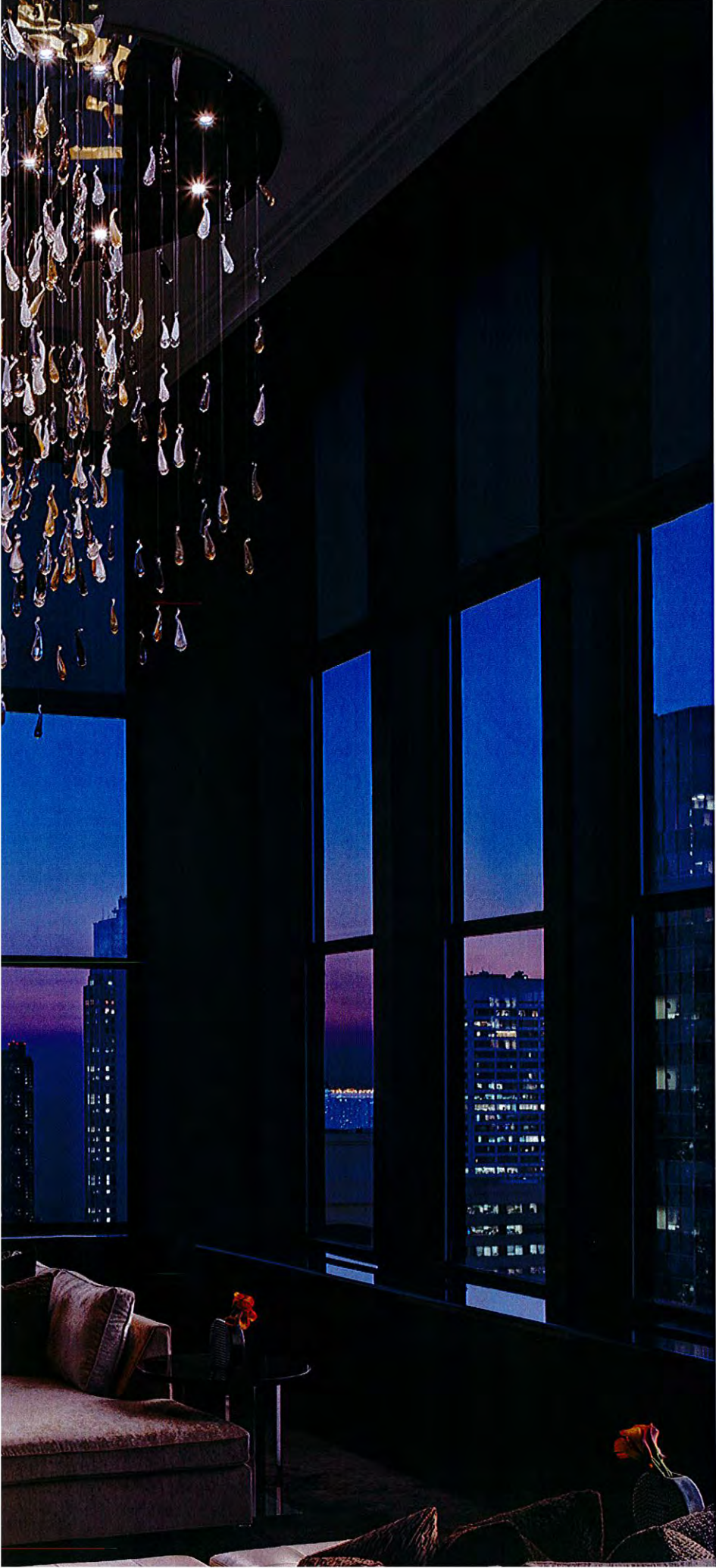
- Lee E. Brandt
Principal

HLB new york

Centrally located within a landmark building on Union Square in one of Manhattan's busiest and vivacious neighborhoods, our New York office enjoys a corner suite on the 14th floor.

The open layout of our daylight-filled studio affords superb views and is designed to foster collaboration and communication.





2. the HLB talent pool

HLB new york
HLB san francisco
HLB los angeles
HLB boston

“By creating a learning environment through successful mentoring and role models, our firm encourages all team members to become leaders in every aspect of our business.”

- Barbara Cianci Horton
President & CEO

level two

the HLB talent pool

artistry

legacy

curiosity

balance

integrity





Now more than ever, building teams need the expertise of knowledgeable daylighting specialists — creative designers who can integrate new technologies, maximize benefits and preserve our environment.

DSD Design Services and Expertise

Daylighting Design

Integration, fenestration analysis, solar and environmental analysis, building siting, and daylight harvesting.

Lighting Controls

System analysis, environmental integration, specification, zoning, and commissioning.

LEED Design

Related credits including light pollution, energy optimization, lighting quality, controllability, daylight, and views.

Sustainable Design

Dark skies, exterior environmental zones, sustainable practice and specifications, and recycling.

Energy Codes and Standards

Experts on current energy and sustainable codes and active participation in the development of future versions.



“Natural light is the soul of architectural lighting, enhancing and sculpting form and nourishing human emotions and health.”

- Hayden N. McKay
Principal, DSD Studio



daylighting & sustainable design

Energy effective design is our mantra.



HLB's full service Daylighting and Sustainable Design (DSD) Studio brings over 40 years of sustainable lighting experience, anchored by young and innovative design talent, and led by Principal expertise.

Led by Hayden McKay, AIA, an expert in daylighting, solar analysis and integrated lighting design, the DSD Studio addresses the sustainability of lighting by providing expertise and training, informational resources, and outreach to the professional community.

The **HLB** design team collaborates closely with the architectural team on optimizing daylight, light pollution reduction, use of advanced lighting technologies and controls, and "energy effective" lighting design. Our services are customized to the specific needs of our clients by creating healthier environments to work, live and play.



We delight in intriguing projects of all types that engage our curiosity, challenge our technical skills, enhance our client's and our experience and create a legacy that respects our environment for a better future.

HLB aims to design quality lighting systems to complement both interior and exterior spaces, while providing for integrated systems that use daylight and environmentally favorable products that endure.

HLB's Integrated Design Services

- Full Service Architectural Lighting Design: Interior and Exterior
- Daylighting Design and Light Trespass Analysis
- LEED and Sustainable Design Lighting Solutions
- 3-D Visualization
- Budget and Lifecycle Cost Analysis
- Control System Integration and Commissioning
- Post Occupancy Analysis
- Custom Fixture Design



“Light can inspire, reveal, encourage, delight ... it is both the baseline and the finishing touch in the way we perceive our surroundings.”

- E. Teal Brogden “The B”
Vice President & Senior Principal



what we do

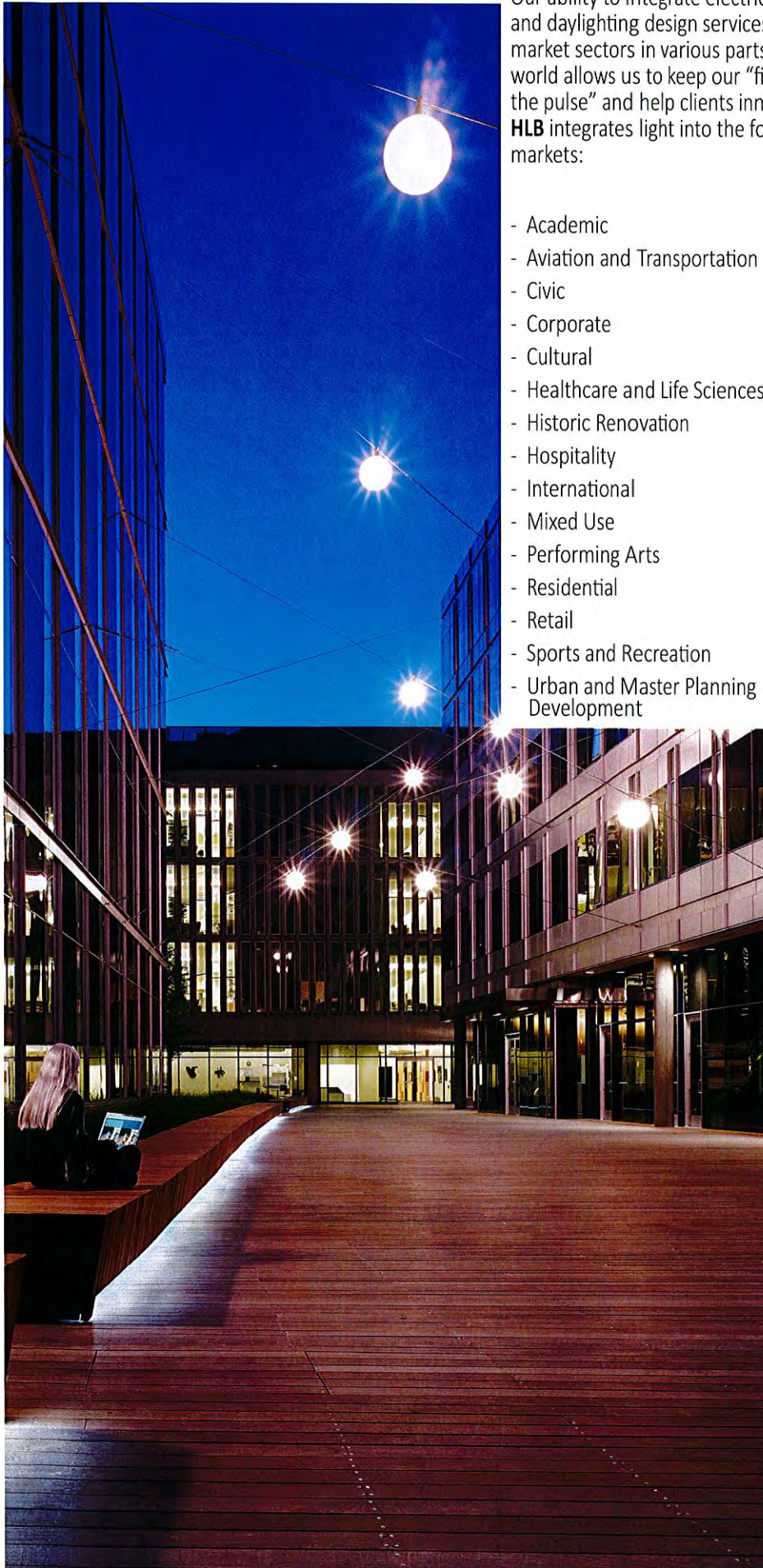
We believe in the power of light to shape inspiring, innovative and functional environments in which people can work, live and play.

HLB's lighting solutions craft a luminous environment that is both aesthetically and performance oriented. As specialists, we concern ourselves with the holistic approach to the visual environment by integrating the electric lighting and daylighting into the overall design approach.

We explore technologies that maximize savings and preserve our environment.

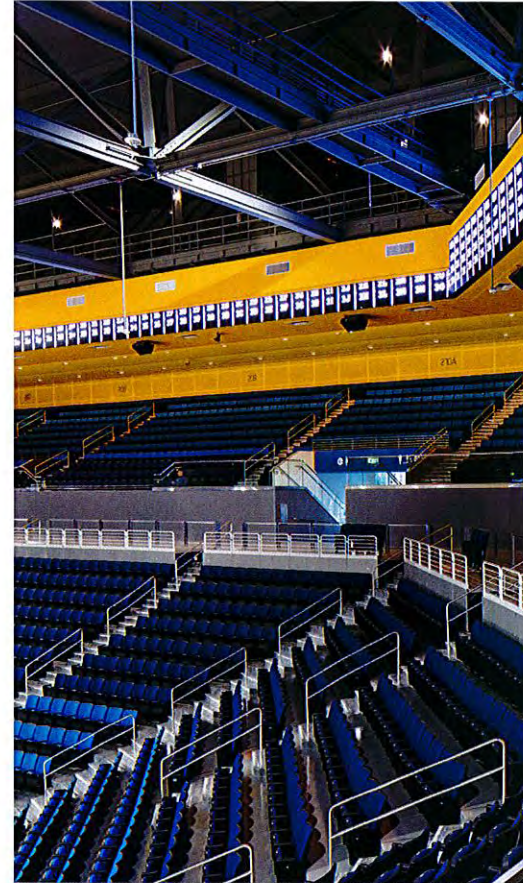
HLB is an advocate for optimizing daylight, advanced integrated control technologies and utilization of high quality lighting systems that enable load shedding, task tuning, lumen maintenance and occupancy/photocell controls to enhance performance.

Our comprehensive design services start with conceptualization of each design and carry through to commissioning and post occupancy evaluation; tailoring each facet of our work specifically to the needs of the project. Our clients receive optimal results when full scope of services are provided and fine tuning is performed by a professional lighting designer.



Our ability to integrate electrical lighting and daylighting design services across market sectors in various parts of the world allows us to keep our “finger on the pulse” and help clients innovate. **HLB** integrates light into the following markets:

- Academic
- Aviation and Transportation
- Civic
- Corporate
- Cultural
- Healthcare and Life Sciences
- Historic Renovation
- Hospitality
- International
- Mixed Use
- Performing Arts
- Residential
- Retail
- Sports and Recreation
- Urban and Master Planning Development



“We are re-tuned daily by our exposure to light. It is essential that more focus be given to the quality, quantity, and timing of light in the environments we create.”

- Stephen W. Lees “The L”
Executive Vice President & COO

who we are

A national leading Women's Business Enterprise (WBE) firm.

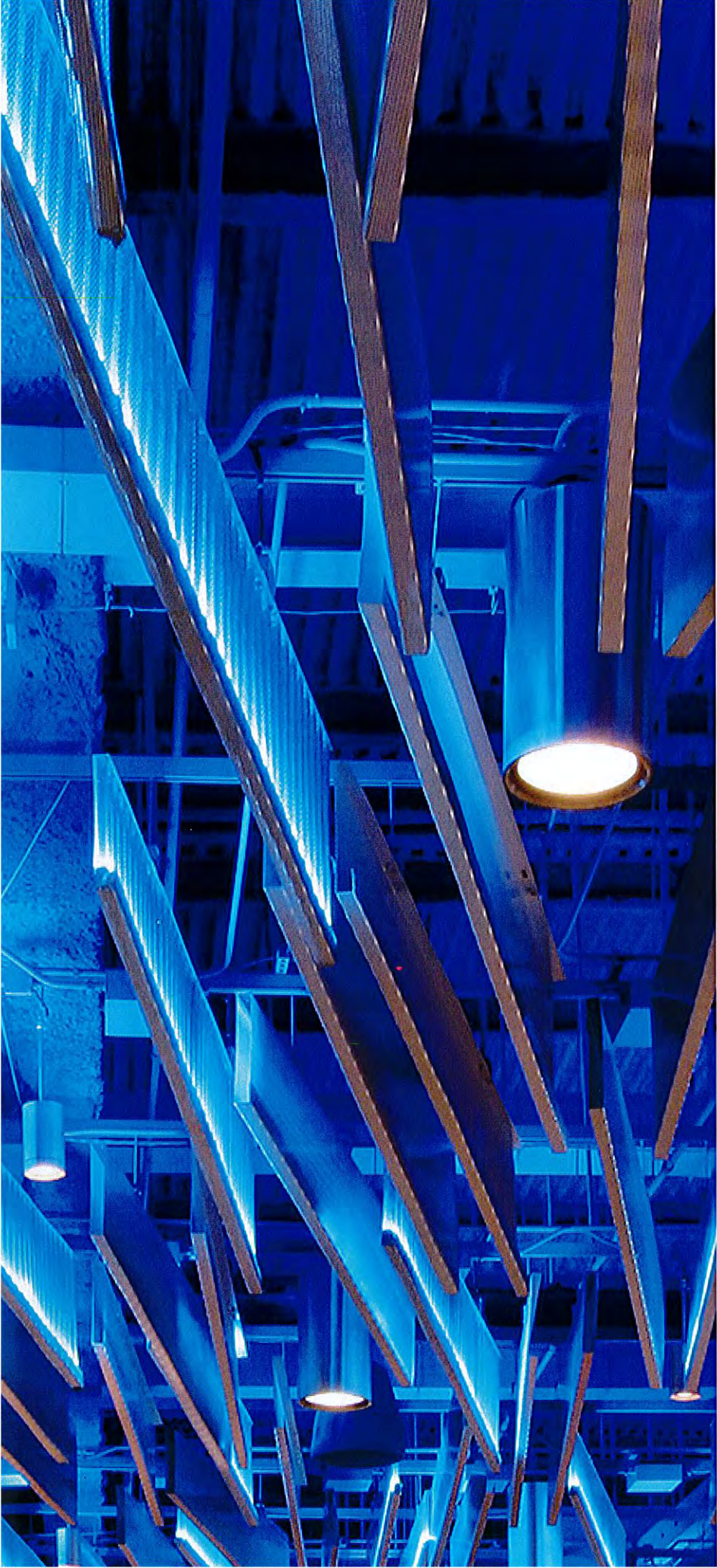
HLB is a woman owned, collaborative firm, filled with dynamic people whose enthusiasm for what we do infuses both our professional and personal lives.



Horton Lees Brogden Lighting Design

is an internationally recognized architectural lighting design firm with offices in New York, San Francisco, Los Angeles, Boston and Miami. Founded in 1968, **HLB** has specialized in interior and exterior electric lighting, controls, and daylighting integration. Our dynamic team offers backgrounds in architecture, interior design, theater, and engineering, allowing us to create extraordinary solutions to the most complicated design challenges.

We are driven by our curiosity, inspired by the artistry of light, and compelled to produce designs with integrity, leaving a legacy of design that respects its environment. We infuse our core values of artistry, legacy, curiosity, balance, and integrity into every project. We thrive with intriguing projects that engage us conceptually and challenge us technically. We seek to enhance our clients' experiences and create a legacy of design that respects its environment and promotes a better future, based upon the belief that many of the environmental problems we face are design challenges.



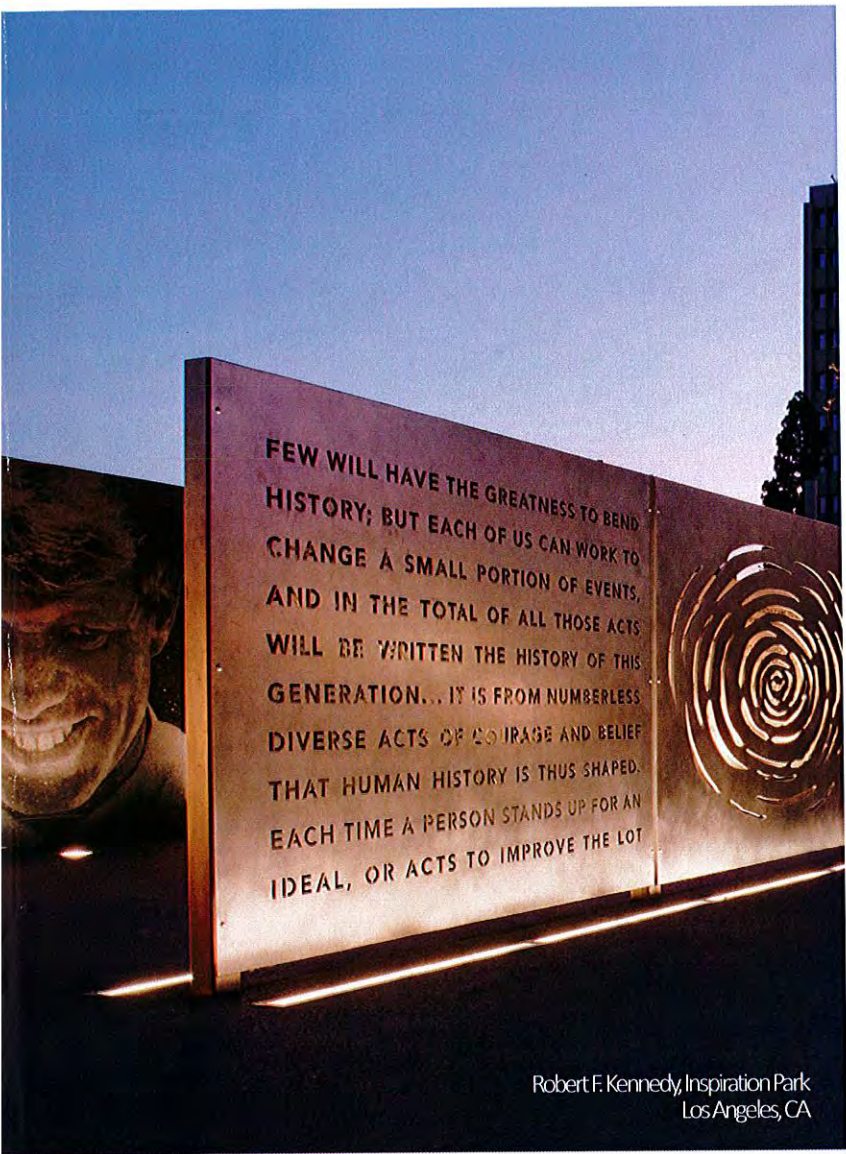
1. a new level of light
who we are
what we do
daylighting & sustainable design

2. the HLB talent pool
HLB new york
HLB san francisco
HLB los angeles
HLB boston

3. let the light speak for itself
HLB market sectors - select portfolio

“Light has the seemingly magical
power to transform objects into
environments and environments
into experiences.”

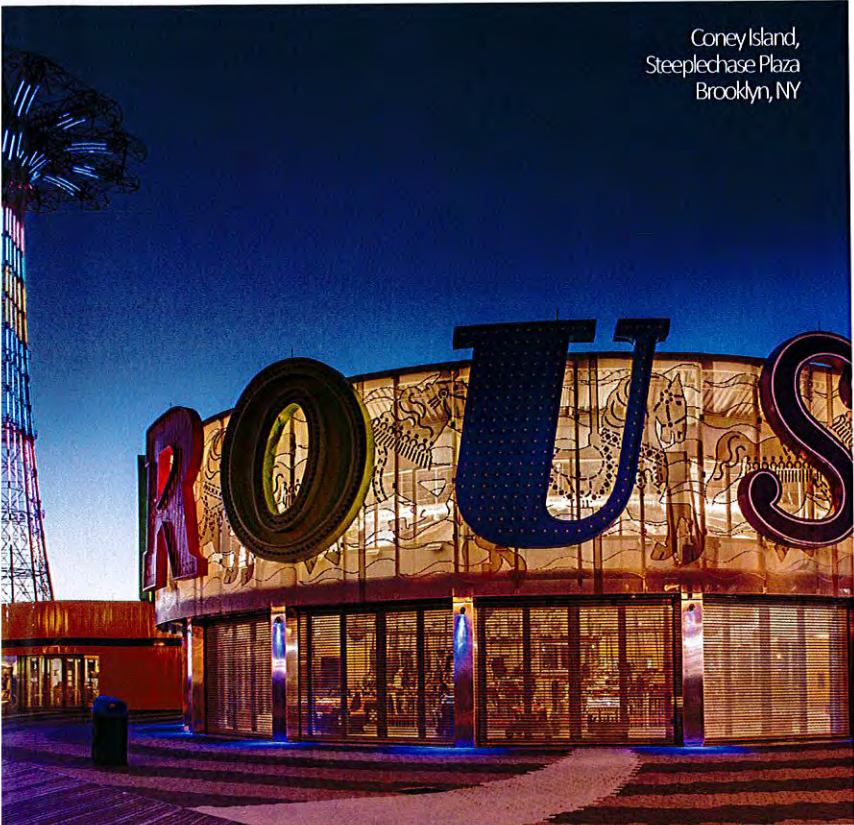
- Barbara Cianci Horton “The H”
President & CEO



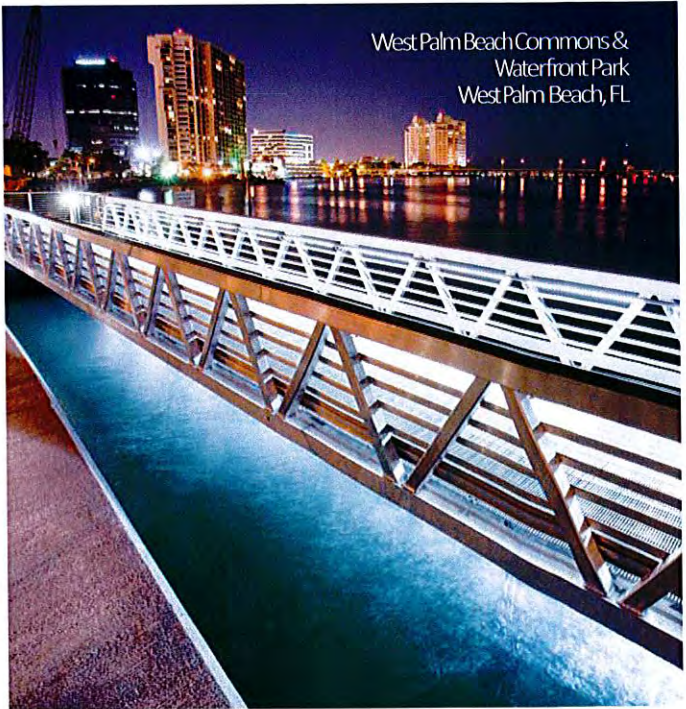
Robert F. Kennedy, Inspiration Park
Los Angeles, CA



Rory Meyers,
Children's Adventure Garden &
Discovery Center
Dallas, TX



Coney Island,
Steeplechase Plaza
Brooklyn, NY



West Palm Beach Commons &
Waterfront Park
West Palm Beach, FL

HLB
horton lees brogden lighting design

Follow us **#HLBLighting**

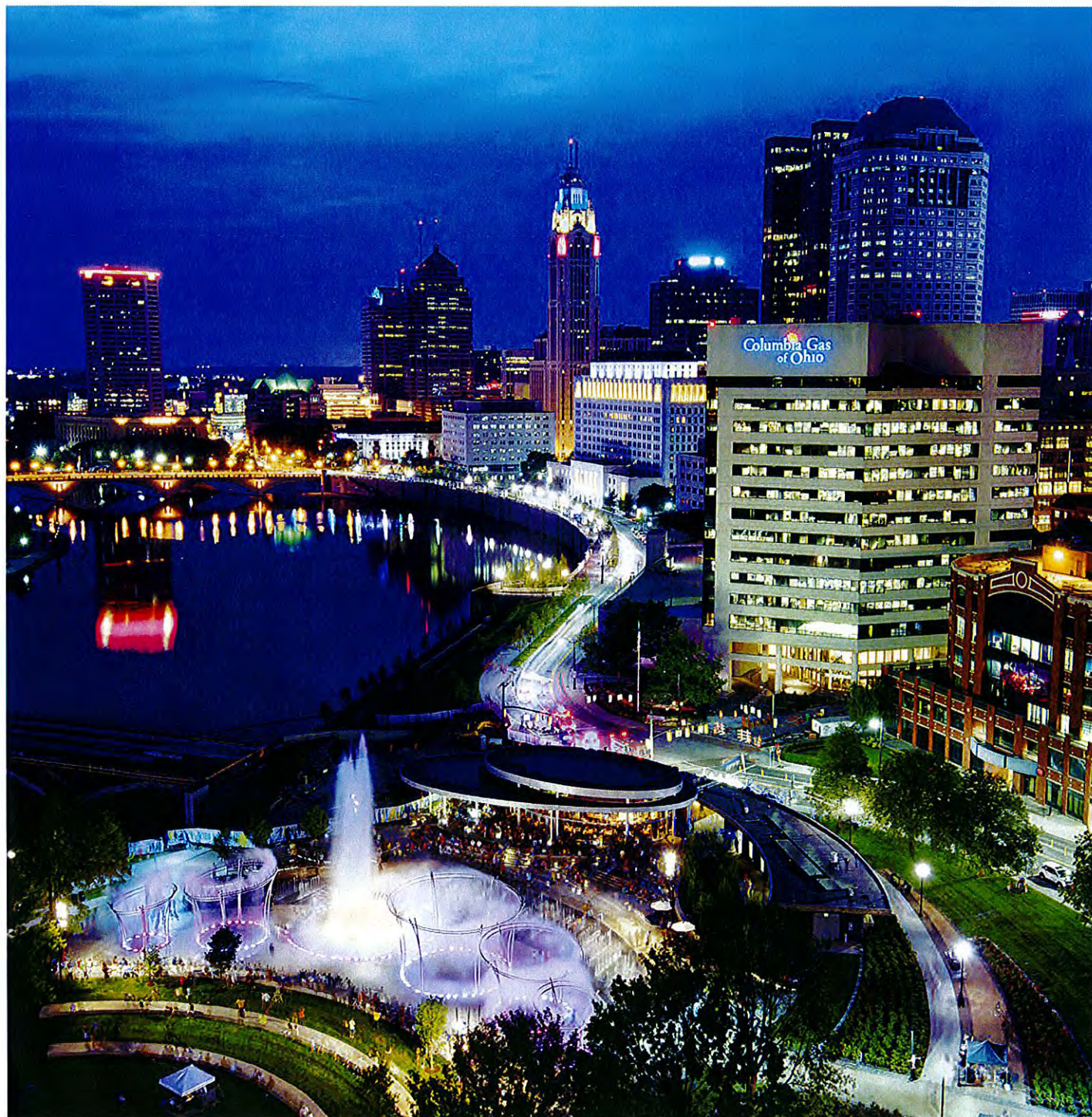


In case you haven't guessed it, **HLB** is a woman owned business!
Principal leadership has been grown organically since 1968.



QUALIFICATIONS

Bay Harbor Bridge
Presented to | Stantec



"Lighting defines a space, sets a mood, and enhances architectural features. Lighting encourages direction, motivation, increased productivity and creates a sense of well-being."

ABOUT US



WELCOME TO HLB LIGHTING DESIGN "A BRIGHT SPOTLIGHT OF EXPERTISE"

Horton Lees Brogden Lighting Design is a woman owned (WBE) internationally recognized architectural lighting design firm with offices in New York, San Francisco, Los Angeles, Boston, and Miami. Founded in 1968, HLB specializes in interior and exterior electric lighting, controls, and daylighting integration. Our dynamic team offers backgrounds in architecture, interior design, theater, and engineering, allowing us to create extraordinary solutions to the most complicated design challenges.

We are driven by our curiosity, inspired by the artistry of light, and compelled to produce designs with integrity, leaving a legacy of design that respects its environment. We infuse our core values of artistry, legacy, curiosity, balance, and integrity into every project. We thrive with intriguing projects that engage us conceptually and challenge us technically. We seek to enhance our clients' experiences and create a legacy of design that respects its environment and promotes a better future, based upon the belief that many of the environmental problems we face are design challenges.

LUMINOUS EXPERTISE "LEVERAGING LIGHT AT ANY ANGLE"

No matter the project — how big or small, we use light to explore every design challenge that results in innovative solutions which benefit the design process and end user. Our ability to integrate electrical lighting and daylighting design services across market sectors in various parts of the world allows us to keep our "finger on the pulse" and help clients innovate. We believe in the power of light to shape inspiring, innovative and functional environments in which people can work, live and play.

HLB integrates light into the following markets:

- Academic
- Aviation and Transportation
- Civic
- Corporate
- Cultural
- Healthcare and Life Sciences
- Historic Renovation
- Hospitality
- International
- Mixed Use
- Performing Arts
- Residential
- Retail
- Sports and Recreation
- Urban and Master Planning Development

BENEFITS OF LIGHTING DESIGN

It's Important to Hire an Experienced Lighting Designer



LIGHTING INNOVATION STARTS HERE *"YOUR DARK SPACE IS OUR BLANK CANVAS"*

When the scope of lighting design is deferred to the gray area between architecture and electrical engineering without a designated consultant to assure lighting integration and quality, the missing asset of thoughtful, efficient, and well-designed lighting can have lasting negative effects on the overall value of a project.

HLB aims to design quality lighting systems that complement both interior and exterior spaces, while providing for integrated systems that use daylight and environmentally favorable products that endure. With the movement toward sustainability, building teams need the expertise of a knowledgeable lighting designer who can decipher new technologies that will maximize savings and help to preserve our environment.

Sustainable architecture demands, advances in building technology and operational methods are now available to maximize the economic and environmental payback. HLB has been an advocate for daylighting and advanced integrated control technologies for years. We have established criteria for utilizing these with high quality lighting systems that enable load shedding, task tuning, lumen maintenance, daylight harvesting and occupancy/photocell controls to enhance performance in indoor and outdoor environments.

Our talented group of designers collaborate closely with the appropriate team members on light pollution issues, the reduction of energy (savings in operational costs), use of lighting controls, future maintenance issues, and optimization of daylight as part of our approach.

INTEGRATED DESIGN SERVICES *"BRINGING THE IDEA TO LIFE"*

HLB's lighting solutions craft a luminous environment that is both aesthetically and performance oriented.

- Full Service Architectural Lighting Design: Interior and Exterior
- Daylighting Design and Light Trespass Analysis
- LEED and Sustainable Design Lighting Solutions
- 3-D Visualization
- Budget and Lifecycle Cost Analysis
- Control System Integration and Commissioning
- Post Occupancy Analysis
- Custom Fixture Design

THE HLB ADVANTAGE

Illuminating Engineering Society (IES):
Lumen West Firm of the Year



WOMEN'S BUSINESS ENTERPRISE FIRM (WBE) "OWNED AND OPERATED BY WOMEN"

HLB is a 73.5% woman owned, collaborative firm, filled with dynamic people whose enthusiasm for what we do infuses both our professional and personal lives. HLB continually supports all team members, including women and minorities, to grow professionally into senior positions, as shareholders and managers on our team. By creating a learning environment through successful mentoring and role models, our firm encourages all team members to become leaders in every aspect of our business. We maintain WBE/DBE status in every market throughout the United States.

BUILDING INFORMATION MODELING (BIM) "LIGHTING TECHNOLOGY ENHANCED"

HLB makes use of the most advanced BIM software applications available to the lighting profession, including several three dimensional lighting modeling programs, tailored to project needs. We model components of many of the projects we work on to enable us to verify our design approach and as a tool in communicating with the design team. Our clients' benefit from the enhanced information available to us as consultants through the Building Information Modeling design and delivery process.

We work on projects all over the world that utilize BIM/REVIT design and delivery methodology and continue to utilize parts of the BIM protocol in our projects.

DAYLIGHTING AND SUSTAINABLE DESIGN

"INNOVATION THAT PLAYS WELL WITH OTHERS"

As designers, HLB promotes a positive vision of the future, based upon the belief that many of the environmental problems we face inspire creative solutions. A successful project starts with a collaborative mind-set to enhance the architectural vision and achieve the highest quality environment for owners and occupants. Sustainable integration requires teamwork, smart lighting designs, integration of daylight, electric light, controls, and commissioning.

We take pride in our firm's honest approach to doing business and achieving design excellence. Accomplishing big things takes a lot of trust from our clients' and internal design team members at the early stages of the project process.

HLB's full service Daylighting and Sustainable Design (DSD) Studio brings over 40 years of sustainable lighting experience, anchored by young and innovative design talent, and led by Principal expertise. Now more than ever, building teams need the expertise of knowledgeable daylighting specialists — creative designers who can integrate new technologies, maximize benefits and preserve our environment.



BARBARA CIANCI HORTON

FIALD, MIES, LC
Senior Principal

"Light has the seemingly magical power to transform objects into environments and environments into experiences."

MOST INSPIRING LIGHTING EXPERIENCE

Aurora Borealis in the Alaskan night sky.

PROFESSIONAL AFFILIATIONS

International Association of Lighting Designers,
President 2014-2015

Nuckolls Fund for Education,
Board Member

NCQLP/LC Certified

IESNA

ASLA Affiliate Member

AWARDS

IES Illumination Award of Merit -
Cambridge Public Library
Cambridge, MA

IES Illumination Award of Merit -
National World War II Memorial
Washington, DC

IES Illumination Award of Merit -
Stanford University Law School
Palo Alto, CA

IES Illumination Award of Merit -
Temple Beth Elohim
Wellesley, MA

IES Illumination Award of Merit -
W Hotel Boston
Boston, MA

EDUCATION

Fashion Institute of Technology,
B.F.A. Interior Design

Barbara Horton captures light with a special brilliance for designing solutions to meet challenging requirements. Barbara's strength arises from her broad interest in the arts and its affect on people. Combined with her knowledge of technical advances in lighting, Barbara creates powerful solutions to meet client goals — no cookie-cutter approach.

Ms. Horton inspires HLB's viewpoint to create a lighting practice that offers a visionary perspective with a pragmatic approach to every design. As CEO, Barbara oversees the firm's legacy with an emphasis on creating a culture that is highly driven, curious, motivated for growth and profitability, balances the quality of life and work and is poised to lead the lighting industry.

Over 30 years experience forged the belief that delivery is as important as the inspiration. In Barbara's role as Senior Principal working with clients she infuses the firm's five values into every project. Recognizing the challenges of today's environmental stewardship for lighting conservation is an opportunity, to create smart solutions that balance budgets and functionality with quality lighting experiences.

EXPERTISE

Ms. Horton is one of HLB's Senior Design Principals and Practice Leaders in urban lighting and healthcare. She is actively involved in several professional organizations including, President of IALD. An avid sailor and skier, she sparks to the outdoor environments and the benefits of light and darkness as a part of our wellbeing. Barbara's portfolio also includes a well-rounded expertise in notable lighting projects for corporate, academic, recreation, hospitality/retail and performing arts among others.

PROJECT HIGHLIGHTS

- Coney Island Steeplechase Plaza and B&B Carousel, Brooklyn, NY | AECOM
- Fulton Street Mall Streetscape, Brooklyn, NY | AECOM, Thomas Balsley Associates
- Cairo Masterplan Project, Cairo, Egypt | AECOM (formerly EDAA)
- National Harbor, Prince George, MD | Sasaki Associates
- Wall Street Rising, New York, NY | Wall Street Rising
- World War II Memorial Washington, DC | Leo A Daly
- Curtis Hixon Park, Tampa, FL | AECOM, Thomas Balsley Associates



SIMI VEIT

IALD Junior Associate, MIES, LC
Senior Designer

"The art of lighting design is understanding and arranging a scientific phenomenon into a creative composition that stimulates the emotions and entertains the senses."

MOST INSPIRING LIGHTING EXPERIENCE

Watching the sun rise over the Andes Mountains to light up the ruins of Machu Picchu was a spiritual moment that has inspired my desire to design using natural light.

PROFESSIONAL AFFILIATIONS

NCQLP Lighting Certification

IESNA - Emerging Professional

International Association of Lighting Designers,
Junior Associate Member

AWARDS

IES Illumination Award of Merit -
Google Cambridge Center
Cambridge, MA

Penn State Architectural Engineering – 2012
Thornton Tomasetti First Place BIM Thesis Award

EDUCATION

Penn State University,
Bachelors of Architectural Engineering

As a design team leader in HLB's Miami studio, Simi thrives in an active and collaborative environment, always looking for ways to use her analytical skills in a creative manner. She aims to create lighting solutions that are stimulating and satisfy not only for visual comfort requirements, but end user expectations.

Simi's artistic interest in lighting design blossomed in High School Theater when she worked closely with the technical director to design the lighting for the school plays. Since she was rather proficient in Math and Science she decided to major in Architectural Engineering. However, staying true to her artistic passion she specialized in the lighting/electrical option, focusing specifically on lighting design. Throughout her education she was exposed to the array of multifaceted computer software employed within the lighting design and construction industries. Her architectural engineering education culminated with a senior thesis that collaborated with the three other AE disciplines exploring BIM and IPD procedures in the construction industry. A large part of the thesis was exploring how Revit can be used as design software and how it dovetails with other lighting computer programs.

EXPERTISE

Using her tech savvy skills, Simi heads the HLB Day-Calc group (part of the Daylighting and Sustainable Design or "DSD" studio), which focuses on a variety of computer software used to calculate daylight such as Ecotect, Daysim, Diva, and Radiance. Simi is also a member of the Revit group, which aims to keep HLB ahead of the BIM and IPD curve, as well as arm the firm in taking on Revit projects while coordinating its design in 3D as technology advances. Simi has been working on a large variety of projects at HLB, ranging anywhere from small galleries to large corporate campuses and enjoys the challenge of working with the wide diversity of teams.

PROJECT HIGHLIGHTS

- Newport Park, Jersey City, NJ | LeFrak Organization
- Pepsico Renew Masterplan / Sculpture Garden, Purchase, NY | Ted Moudis Associates
- Hotel Guaicamacuto, Vargas, Venezuela | Gensler
- La Rinconada Baseball Park, Caracas, Venezuela | Gensler
- Lyon Place Parking Facade Lighting, White Plains, NY | Walker Parking Consultants Engineers, Inc.

GIL HODGES

Memorial Marine Parkway Bridge



ARCHITECT
Hardesty & Hanover

LOCATION
Jamaica Bay - Brooklyn, NY

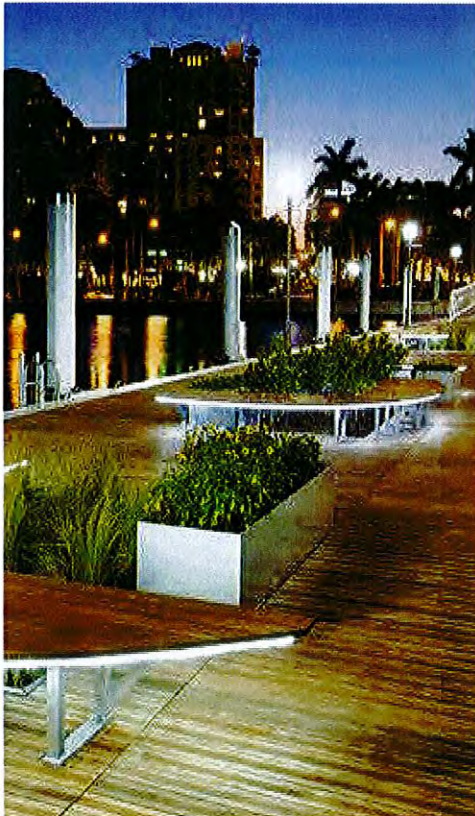
PROJECT BACKGROUND
\$96 M

The Marine Parkway Bridge, opened in 1937, spans Jamaica Bay connecting Brooklyn with Rockaway Queens. It services both vehicular and pedestrian traffic. The normal vehicular traffic consists of residents commuting to and from the other boroughs of New York. This normal traffic flow is increased by fifty percent in the summer months as the beaches become active with vacationers. The pedestrian sidewalk is continually in use by people fishing, biking, jogging, walking or roller-skating.

The Marine Parkway Bridge was one of the few major water crossings in New York City that did not have a decorative lighting element giving the bridge a nighttime presence on the skyline. As a supplement to the 1999 project to replace the deck and widen the roadway we developed an architectural lighting scheme to celebrate the structure of the bridge.

WEST PALM BEACH CITY

Commons and Waterfront Park



ARCHITECT
CH2M Hill

LOCATION
West Palm Beach, FL

PROJECT BACKGROUND
\$30 M

The City of West Palm Beach Florida built a \$20 million world-class waterfront park, commons and pier amenity that enhanced the beauty and utility of the waterfront and created a spectacular civic space. Reconnecting the community back to the water and public park was vital to this natural environment. HLB participated in multiple community meetings and presentations to set goals and set the bar for the project. The Piers were designed to allow visitors to “peek” into the eco-system of the lagoon.

The Waterfront Commons includes new street lighting, bridges, integrated lighting with art, park pathways, landscape, way-finding elements, decorative/artistic features and intermodal stops, pier, and general pedestrian and vehicular pathways.

RORY MEYERS CHILDREN'S ADVENTURE GARDEN

Discovery Center

The lighting design was meant to be seamless and hidden so as to let the actual gardens and exhibits be the high light. Ambient lighting combined with task or accent lighting was the general approach throughout.

The Donor Wall's limestone façade was grazed with light. In the Discovery Center, liner fluorescent fixtures were integrated into the beam detail and flexible track lighting was integrated into the wood slat ceiling details. The Skywalk includes integrated LED handrail lighting for an even wash of light across the boardwalk. The site is lit with minimal poles that are designed with adjustable multi-headed metal halide fixtures for even pathway illumination.



PROJECT HIGHLIGHTS

- Elevated walkway throughout the tree canopy with integrated handrail light
- Filtered pathway lighting throughout site achieved with multi-head pole fixtures to minimize the number of fixtures
- Fiber optic "fireflies"
- Integrated and flexible architectural lighting in the Discovery Center

ARCHITECT

MKW + Associates LLC (landscape)
Dattner Architects (building)

LOCATION

Dallas, TX

PROJECT BACKGROUND

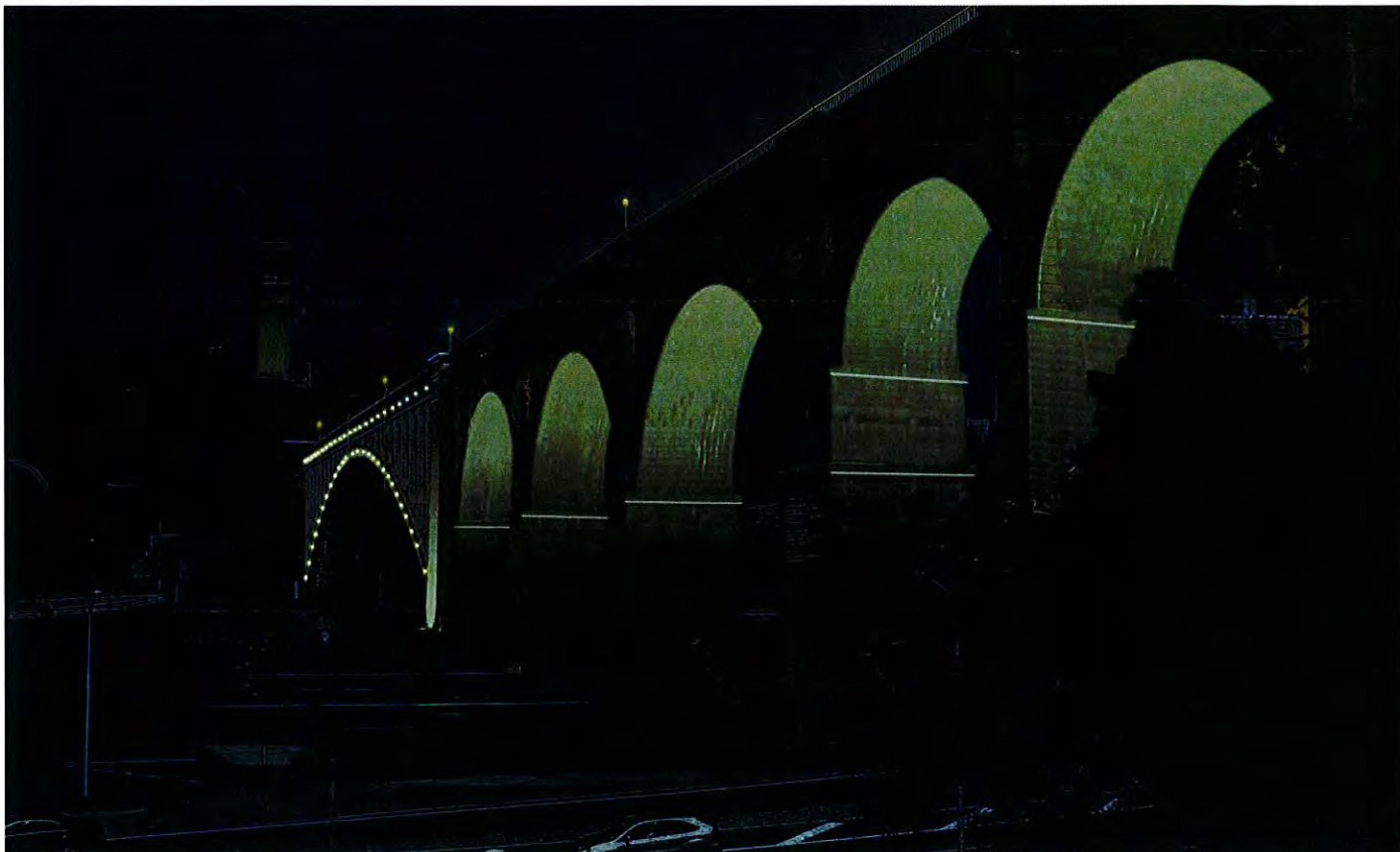
9,600 SF, 7 acre garden / \$62 M

AWARDS

IES Illumination Award of Merit

HIGH BRIDGE

Renovation and Park



PROJECT HIGHLIGHTS

- Deck Walkway: LED historic light poles
- Arches: LED Floodlights to wash the underside of arches
- Steel Span: LED 'button' lights

ARCHITECT

Li / Saltzman Architects
MKW + Associates, LLC

LOCATION

New York, NY

PROJECT BACKGROUND

125 acres / \$61.7 M

The reopening of High Bridge provides a quarter-mile of new space to play, exercise and enjoy the outdoors, opening a park that has been closed to the public for more than 40 years.

By summer 2014, the bridge will be rehabilitated and reopened for pedestrians and bicyclists thanks to \$47.85 M in funding from former Mayor Bloomberg's PlaNYC initiative. Additional funding from Congressman José E. Serrano at the early kickoff stage was also critical to moving the \$61.7 M project forward. The reopened High Bridge will be an essential link in New York City's expanding waterfront Greenway.

It will allow Bronx residents to reach the Highbridge Pool and Recreation Center, and Manhattan residents to reach the Harlem River shoreline. Planned improvements will make the bridge more accessible and safe. The rehabilitation will follow historic preservation principles to restore the architectural details of this landmarked structure for public enjoyment.

CHIHULY

Bridge of Glass



PROJECT HIGHLIGHTS
Fiber optics

ARCHITECT
Andersson-Wise Architects

LOCATION
Tacoma, WA

PROJECT BACKGROUND
600 FT / \$12 M

AWARDS
IES Illumination Design Award,
Golden Gate Section

This new public landmark crosses a major freeway and connects a public park and the new Museum of Glass.

HLB Lighting Design collaborated with Andersson-Wise Architects on the Chihuly Bridge of Glass, a 600 foot pedestrian bridge for the City of Tacoma. Design goals were to provide a safe nighttime environment where pedestrians could experience the Chihuly pieces without intrusive light fixtures or an overwhelming ambient light level. As a result, poles and bollards were eliminated as possible means of lighting the path. Instead the design relies on fixtures mounted unobtrusively in the poured concrete seating benches and the contribution of light from the three pavilions which house the Chihuly pieces: the Seaform Pavilion, the Gate and the Venetian Wall.

The glass piece of the Seaform Pavilion rests on a clear glass "ceiling". Above this there are rows of dimmable fluorescent lamps and halogen accent lights. The pavilion has an upper glass "roof" that allows daylight through and protects the lighting and glass from weather. The Crystal Towers at the Gates are uplit with metal halide floodlights. Each cell of the Venetian Wall is illuminated with end-point fiber optics. The illuminator is incorporated in the base of the display and the enclosed pavilions have ventilation systems to prevent condensation.

KISSIMMEE

Lakefront Park



PROJECT HIGHLIGHTS

- Signature lighting is used to create a festive atmosphere throughout the development

ARCHITECT
AECOM

LOCATION
Kissimmee, FL

PROJECT BACKGROUND
25 acres / \$30 M

Color changing LED light poles create visual rhythm — linking community to nature.

The heart of Kissimmee, Florida, Lakefront Park is Ruby Plaza, which is connected by the wide brick promenade that runs along the shores of Lake Tohopekaliga to downtown. The park was divided into “character zones,” with the east side of the park leading into a central “civic” area, which contains a fountain plaza and monument walk. The feature on signature light columns have color changing programmable LEDs, which illuminate the pathways and tall sabal palmettos, the state tree of Florida, ubiquitous throughout the park.

The 25 acre park offers a three-mile paved trail for walkers and joggers, the lighting throughout the park serves a functional need that expands the usable hours of the park, highlights interesting focal elements in the night landscape and ignites the connection to water. The new park strengthens the relationship of Lake Tohopekaliga to downtown Kissimmee, and provides a variety of community engagement opportunities.

TAMPA WATERFRONT

Curtis Hixon Park



ARCHITECT
Thomas Balsley Associates

LOCATION
Tampa, FL

PROJECT BACKGROUND
2.4 Acres

Integrating lighting with art, park pathways, landscape, way-finding elements, and inter-modal stops. HLB Lighting Design in cooperation with Landscape Architect Thomas Balsley Associates on the third phase of the historic Cotanchobee – Ft. Brook Park renovation. The Tampa Park includes a 2.4 acre tract of urban waterfront land and was the first site acquired as part of Mayor Dick Greco's plan to integrate the city's waterfront parks into a connected system.

The site will allow direct pedestrian links to several popular downtown Tampa destinations such as The Convention Center, The St. Petersburg Times Forum and the Florida Aquarium. An expanded recreational green space will provide a welcome respite for the thousands of people who live and work downtown.

LAX

Tom Bradley International Terminal Curbside Development



PROJECT HIGHLIGHTS

- Custom LED ribbon integration into structural light poles
- Designing for Airport Standards
- Upgrade of lighting systems adhering to FAA and aircraft control towers

ARCHITECT

AECOM

LOCATION

Los Angeles, CA

AWARDS

- Cooper Lighting SOURCE Award of Recognition
- IES Illumination Award of Merit, Outdoor Lighting

Creating the new LAX experience —

Los Angeles International Airport (LAX) is undergoing significant changes to improve the experience of travelers at the airport. June 2013 marked a significant milestone in this endeavor - the unveiling of Phase I of the LAX Enhancements project designed by HLB Lighting Design and architect AECOM. The LAX Enhancements project dramatically improves the LAX traveler's experience with a design that captures the spirit of Los Angeles. A unique design, site, program and strict standards necessitated the application of innovative and agile problem solving methodologies throughout the entire project. The success of this ambitious project was due to the synchronized efforts of HLB Lighting Design, AECOM and project consultants.

"Los Angeles is a progressive city that is constantly innovating and in flux - the team sought a design that would be forward-thinking and inspirational but simple enough to be timeless," states Teal Brogden, HLB's Senior Design Principal. "Combining the dynamically changing light ribbon with the aerodynamic light sculptures reflects this trademark LA culture. Customized LED technology is pivotal to the success of the design, enabling discrete integration of light and architecture."

ARTIC

Anaheim Regional Transportation Intermodal Center



PROJECT HIGHLIGHTS

- LEED Platinum anticipated
- LED fixtures used throughout: innovative for 2009 as LED fixtures were becoming viable for general lighting
- 50% reduction in energy consumption

ARCHITECT

HOK
Parsons Brinckerhoff

LOCATION

Anaheim, CA

PROJECT BACKGROUND

15.7 Acres / \$184 M

The Anaheim Regional Transportation Intermodal Center (ARTIC) lights the way into a new era of mass transit, transforming how commuters travel in Southern California.

This \$184 million regional transportation hub for Orange County is located on an approximately 15.7 acre site where commuters can transfer between different modes of transportation including rail, automobile, bus, bicycle, and future high speed rail. The center is also a destination in itself as a mixed-use development which encompasses retail, office, and civic space — all within a stone's throw to Angel Stadium and Honda Center. Color changing LED fixtures bring to life the unique ETFE building structure.

In collaboration with HOK and Parsons Brinckerhoff, HLB's work included the terminal building, civic and retail spaces, public platforms and amenities, pedestrian circulation, parking, façade, plazas, landscaping, streetscape, vehicular drop-off areas and building entries.

SCIOTO MILE

Fountain, Riverwalk and Promenade



PROJECT HIGHLIGHTS

- Holds 110,000 gallons of water in an underground reservoir
- Jets of water shoot 75 feet into the air illuminated by color changing LEDs

ARCHITECT

MKSK Landscape Architecture

LOCATION

Columbus, OH

PROJECT BACKGROUND

350,000 GSF / \$42 M

A splash of bright light — water blossoms create a gorgeous glow to Columbus Ohio's downtown urban oasis.

In this revitalization project, the historic Bicentennial Park was re-imagined to accommodate outdoor event space and an interactive community fountain. The Scioto Mile Fountain features five elevated stainless steel halo structures that release cold mist that falls in a circular pattern, igniting an energetic fog of colored light all around.

The lighting design integrates colored lights into water to render a spectacular experience without appearing as too flashy or unapproachable to visitors. The Scioto Mile Fountain is both an architectural marvel and interactive area for aquatic play along the 145 acres of lush parkland.

RIVER LANDING



PROJECT HIGHLIGHTS
LEED Silver Certification Anticipated

ARCHITECT
ADD Inc.
Stantec

LOCATION
Miami, FL

PROJECT BACKGROUND
600,000 SF

River Landing boldly reinvents the traditional stacked retail center as a vertical mixed use destination that activates the river front for residents and visitors alike.

Located along the Miami River, the project's meandering promenade, terraced cafes, boutiques, and native plantings will provide a vital addition to the neighborhood and imbue the riverfront with round-the-clock activity. River Landing will marry a retail center, residences, a state-of-the-art parking facility, and an urban park to link this emerging neighborhood to its community and surroundings.

This 440 unit residential tower and retail space seamlessly integrates the natural beauty of the Miami Riverfront with the 10 story open atrium serving as the epicenter. The sense of the outdoors is brought into to the exterior lighting concept with the creation of dynamic linear lines of light that invoke the sense of shooting stars on a clear night. The seamless integration of modern exterior fixtures with a twinkly catenary system creates a romantic and inviting atmosphere that will draw residents and visitors.

PLAYA VISTA

Central Park

Inspired by formal European gardens and created as an alternative to traditional corporate plazas, the park is designed to support entertainment, exercise as well as respite, and is also open to be enjoyed by the public. HLB collaborated with Michael Maltzan Architecture and The Office of James Burnett on this 8-acre park that features lush gardens and tree groves, water features, a soccer field, sand volleyball court, basketball court, children's play area, and a striking band shell and grass amphitheater. With goals to support the bold landscape and architectural features via intimate, ambient, and dramatic illumination, a unique luminaire palette was employed.

Indirect vertical illumination reflected off adjacent surfaces address ambient lighting for pedestrian safety and comfort. Carefully placed low level bollards, steplights, and pole luminaires provide additional pathway lighting. The band shell, comprised of fabric architecture, represents the "diamond" in this gem of a park, and goals included uniformly illuminating the complex volume while also providing general lighting for the stage.

ARCHITECT
Michael Maltzan Architecture
The Office of James Burnett

LOCATION
Playa Vista, CA

PROJECT BACKGROUND
8 Acres / \$8.7 M

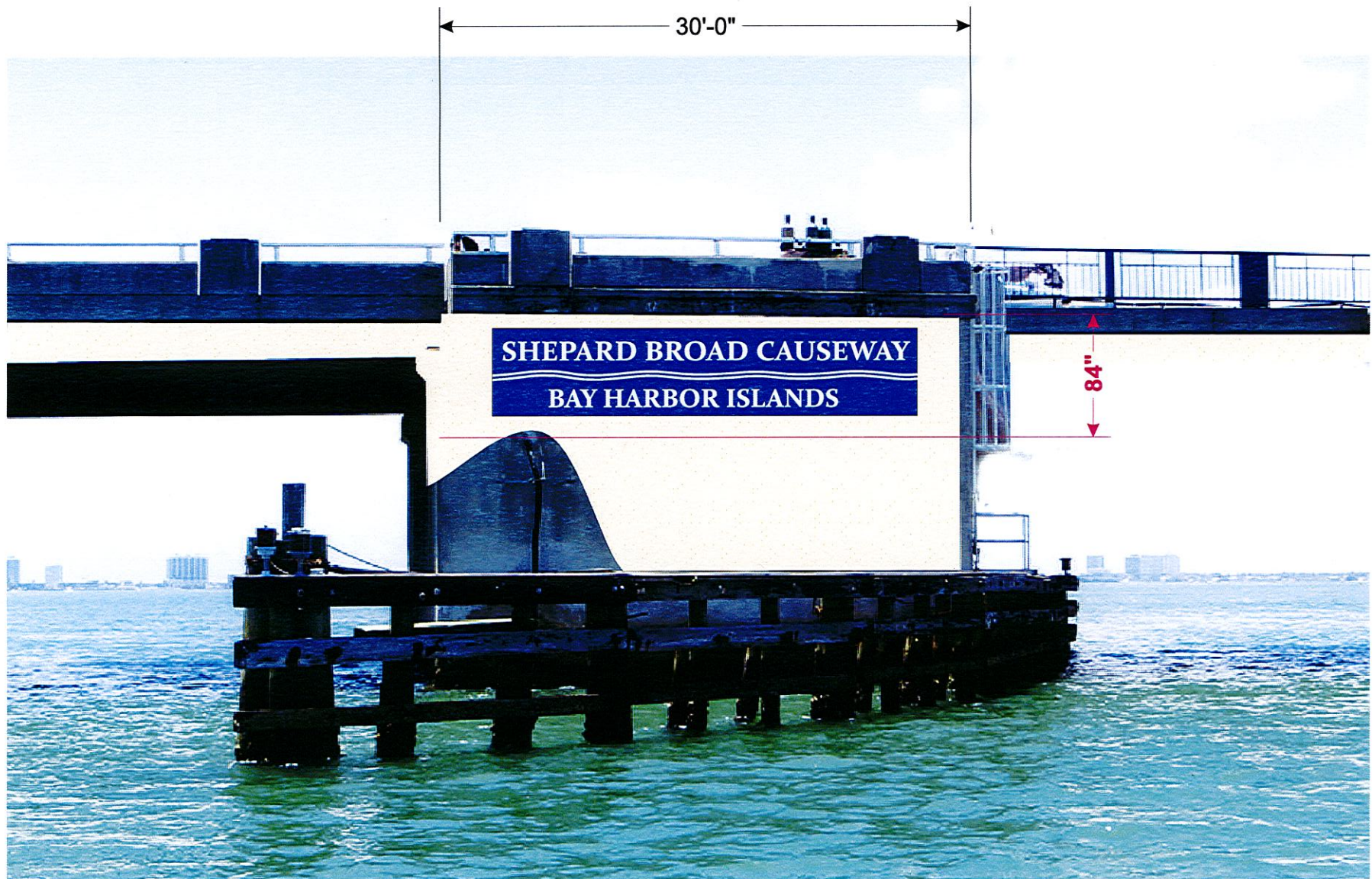


We believe in the power of light.

Integrity
Legacy
Balance
Artistry
Curiosity

HLB builds enduring relationships by using light to shape environments and create experiences that exceed client's goals.

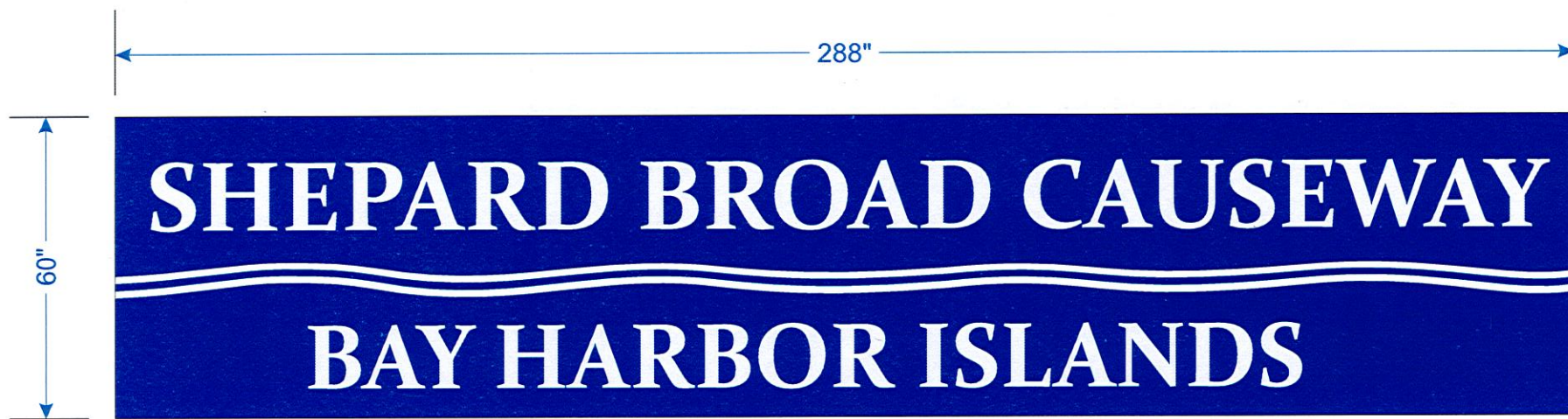
Our curiosity, collaboration skills and leading technical capabilities make HLB a great partner for achieving extraordinary design impact.



A Bridge Sign
Scale: 1/8" = 1'-0"

 GRAPHPLEX SIGNS Sign Design & Manufacture 954.549.5566 www.graphplex.com	CLIENT: Shepard Broad PROJECT: Causeway Sign ADDRESS:	DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)	DRAWN BY: Val
		FILENAME: Bay Harbor Islands/ Shepard Broad Causeway Bridge Sign.cdr	SALES: Bob

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B Bridge Sign
Scale: 3/8" = 1'- 0"

 GRAPHPLEX S I G N S Sign Design & Manufacture 954.549.5566 www.graphplex.com	CLIENT: Shepard Broad PROJECT: Causeway Sign ADDRESS:	DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)	DRAWN BY: Val
		FILENAME: Bay Harbor Islands/ Shepard Broad Causeway Bridge Sign.cdr	SALES: Bob

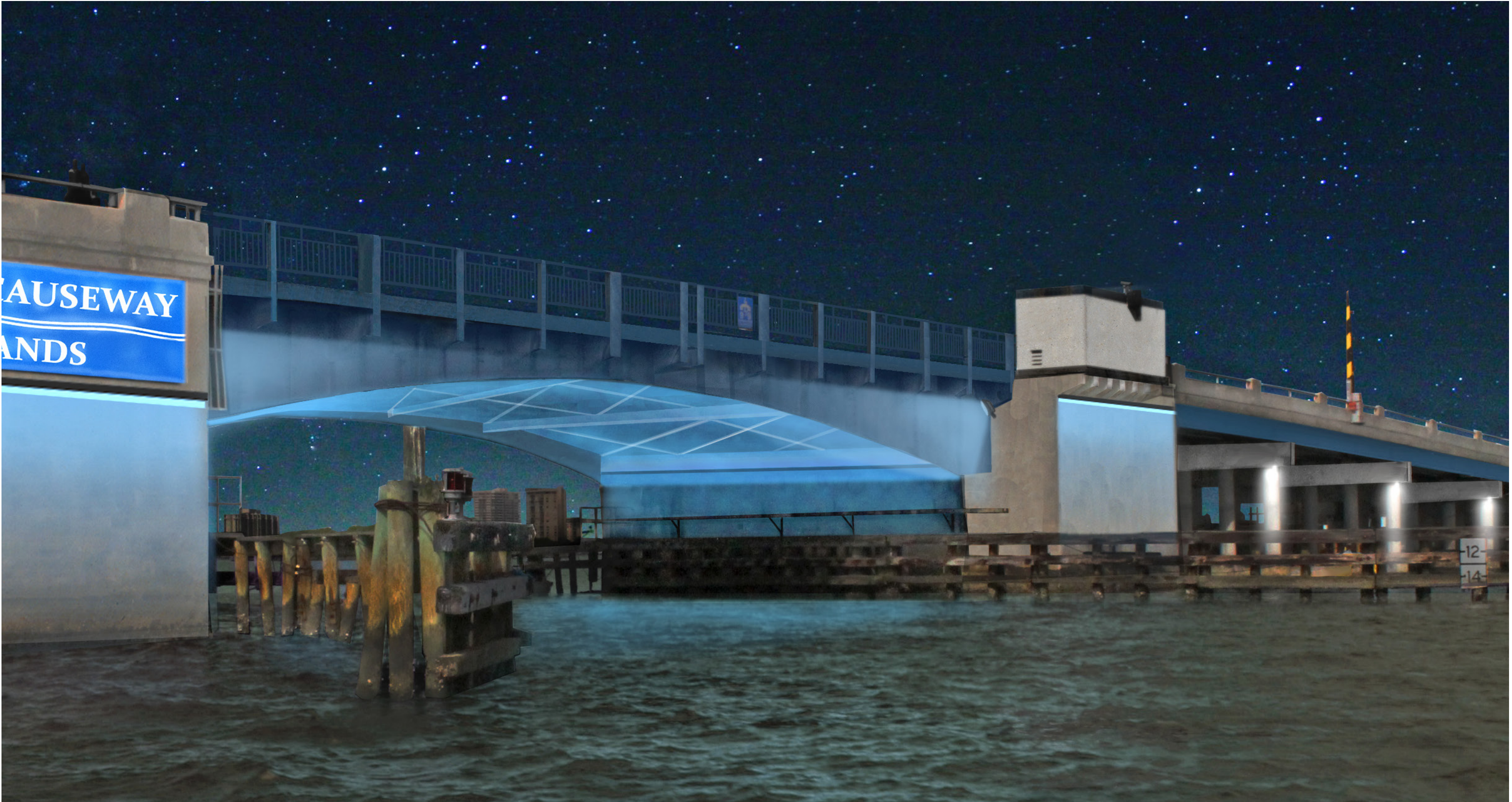
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Bay Harbor Island Bridge

Schematic Design Presentation

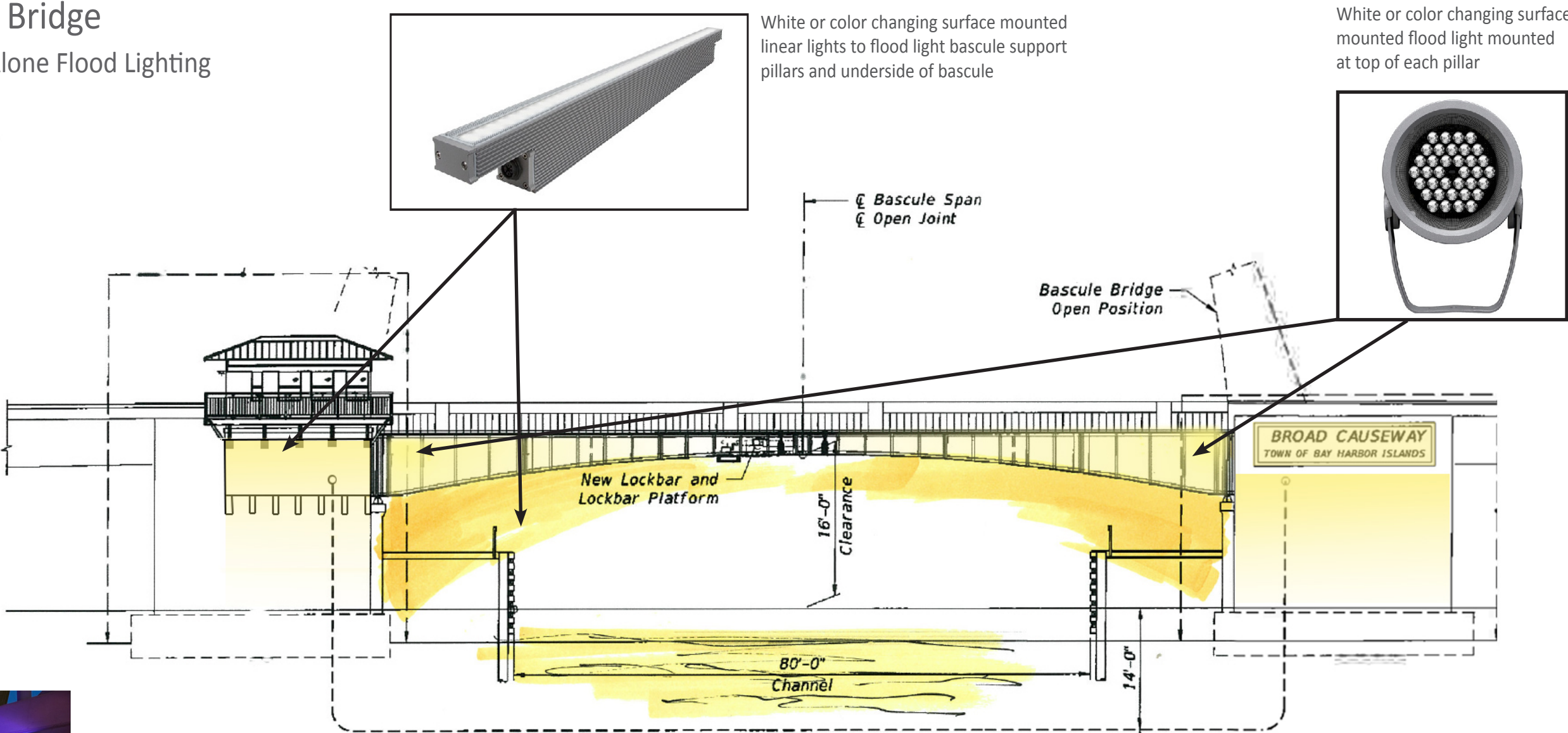
The goal of lighting the Bay Harbor Island Bridge is to transform the nighttime experience and with a prominent yet cost effective solution. We explored various concepts and narrowed in on the following options. The bascule is the dynamic keystone of not only the bridge, but the focus of the lighting composition as well. This presentation is organized in an additive way providing cost information as lighting layers are added.

Bay Harbor Island Bridge
Nighttime Rendering



Bay Harbor Island Bridge

Bascule Section Stand Alone Flood Lighting



SECTION A-A

- 1. Bascule Support Pillar Flood Lights:**
 - White: \$28,000
 - Color Changing: \$31,000
 - 2. Underside of Bascule Flood Lights:**
 - White: \$23,000
 - Color Changing: \$26,000
 - 3. Bascule Fascia Floodlight**
 - White: \$3,000
 - Color Changing: \$3,500
- Total White: \$54,000**
Total Color Changing Lighting and Controls: \$63,200 (recommended design)
 *probable contractor net unit cost, not installation or control commissioning costs

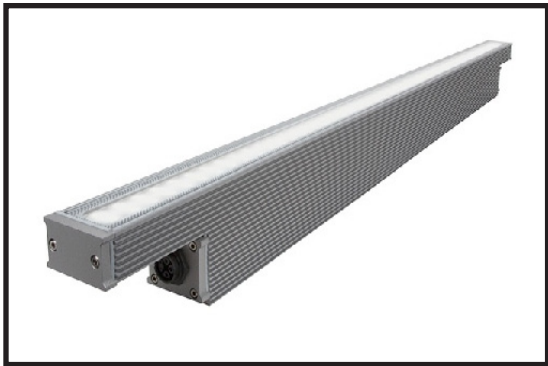
Bay Harbor Island Bridge

Overall Bridge Flood Lighting

White or color changing surface mounted flood light mounted at top of each pillar



White or color changing surface mounted linear lights to flood light bascule support pillars and underside of bascule



1. Bridge Span Pillar Flood Lights:

- White: \$42,000
- Color Changing: \$48,000

2. Bascule Support Pillar Flood Lights:

- White: \$28,000
- Color Changing: \$31,000

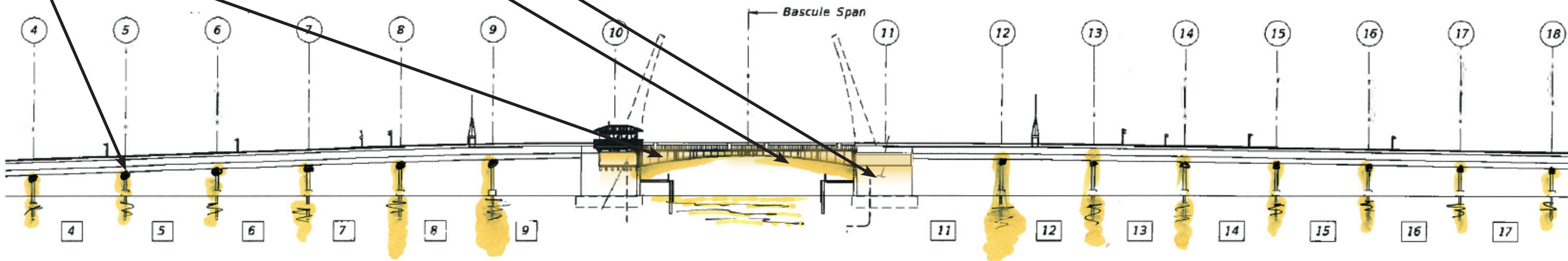
3. Underside of Bascule Flood Lights:

- White: \$23,000
- Color Changing: \$26,000

4. Bascule Fascia Floodlight

- White: \$3,000
- Color Changing: \$3,500

Total White: \$96,000
Total Color Changing Lighting and Controls: \$111,200
Total for Recommended Design - White Span Pillars + Color Changing Bascule: \$105,200
*probable contractor net unit cost, not installation or control commissioning costs



AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 17.

ITEM: Consideration and Approval requested by Council Member Marano of a proposal from Graphplex Signs in the amount of \$41,270 for two electronic message boards on Kane Concourse. Enclosed find a copy of the proposal and supporting documents.

DESCRIPTION:

At the regular Town Council meeting on March 9, 2015, the Town Council agreed to look into a Parks and Recreation Committee recommendation about the installation of electronic message boards on Kane Concourse.

The original suggestion was to find a spot in the median, however, due to space limitations and existing landscaping, it was determined that a message board on the median would not be effective.

RECOMMENDED ACTION:

Council discretion.

FINANCIAL ANALYSIS:

The proposed amount for message boards and installation is \$41,270. This expenditure will require appropriation from Causeway Reserves Fund.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Message Board Quote	TownBayHarborIslandsTwo-Single Face Signs.pdf
2.	Message Board Rendering/Specs	Digital Message Board-VERSION2.pdf



2830 North 28th Terrace
Hollywood, FL 33020

State License: EC13004975

Date	Proposal #
7/27/2015	25674

Town of Bay Harbor Islands
Attn: J.C. Jimenez
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Two-Single Face Signs

GraphPlex will fabricate 2 - single face, aluminum constructed/welded monument signs. Signs include raised border at the top with sandblasted and painted logo with light texture finish for the balance of the signs.

31,040.00

Installation of both signs

10,230.00

Permit Acquisition Fee. This fee includes, but is not limited to: signed and sealed engineering drawings, Notice of Commencement, oversized copies, permit facilitation, Certificate of Liability Insurance (Additional Insureds), Certificate of Completion (if required), etc.

Net Cost of Permits – Not included in this Proposal

Thank you for providing GraphPlex the opportunity to produce your signs.

TERMS: 50% deposit. Balance due within 15 days of completion.

TIMING: Approximately 6 weeks from Building Department approval.

NOTES: 1.5% per month (18% per annum) finance charge will be added to all past due accounts. Please pay promptly to avoid finance charges.

Subtotal \$41,270.00

Sales Tax (6.0%) \$0.00

Total \$41,270.00

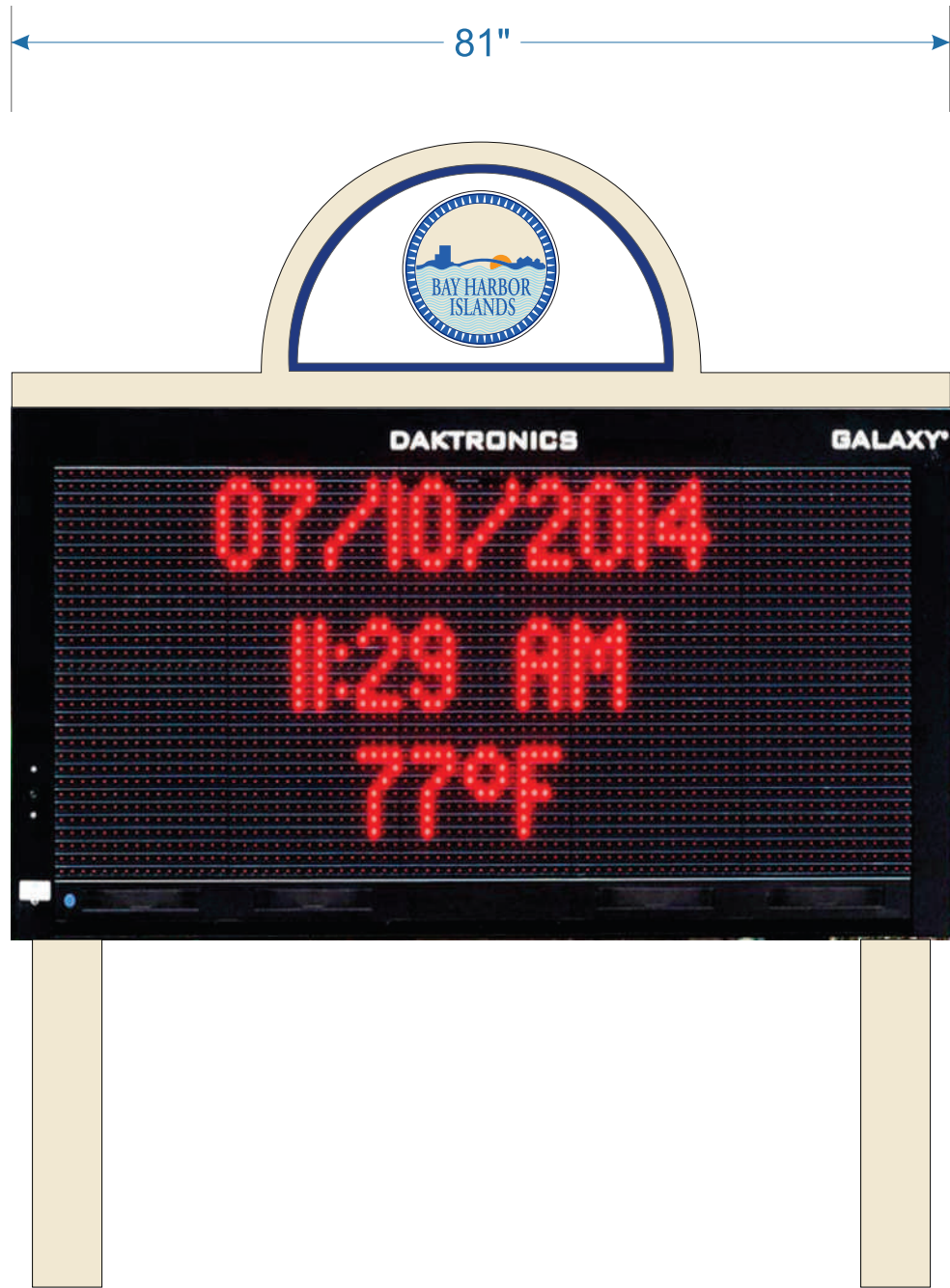
Phone #
954.920.0905

Fax #
954.920.0906

E-mail
jack@graphplex.com

Web Site
www.graphplex.com

Digital Message Board: 81”(w) x 46”(h)



A Digital Message Board
Scale: NTS

D Digital Message Board
Scale: 3/4" = 1'- 0"



GRAPHPLEX
S I G N S
Sign Design & Manufacture

954.549.5566
www.graphplex.com



CLIENT: City of Bay Harbor Islands
ADDRESS:

DATE: 7/13/2015

DRAWN BY: Val

FILENAME: Bay Harbor Islands /Digital Message Board-VERSION2.cdr

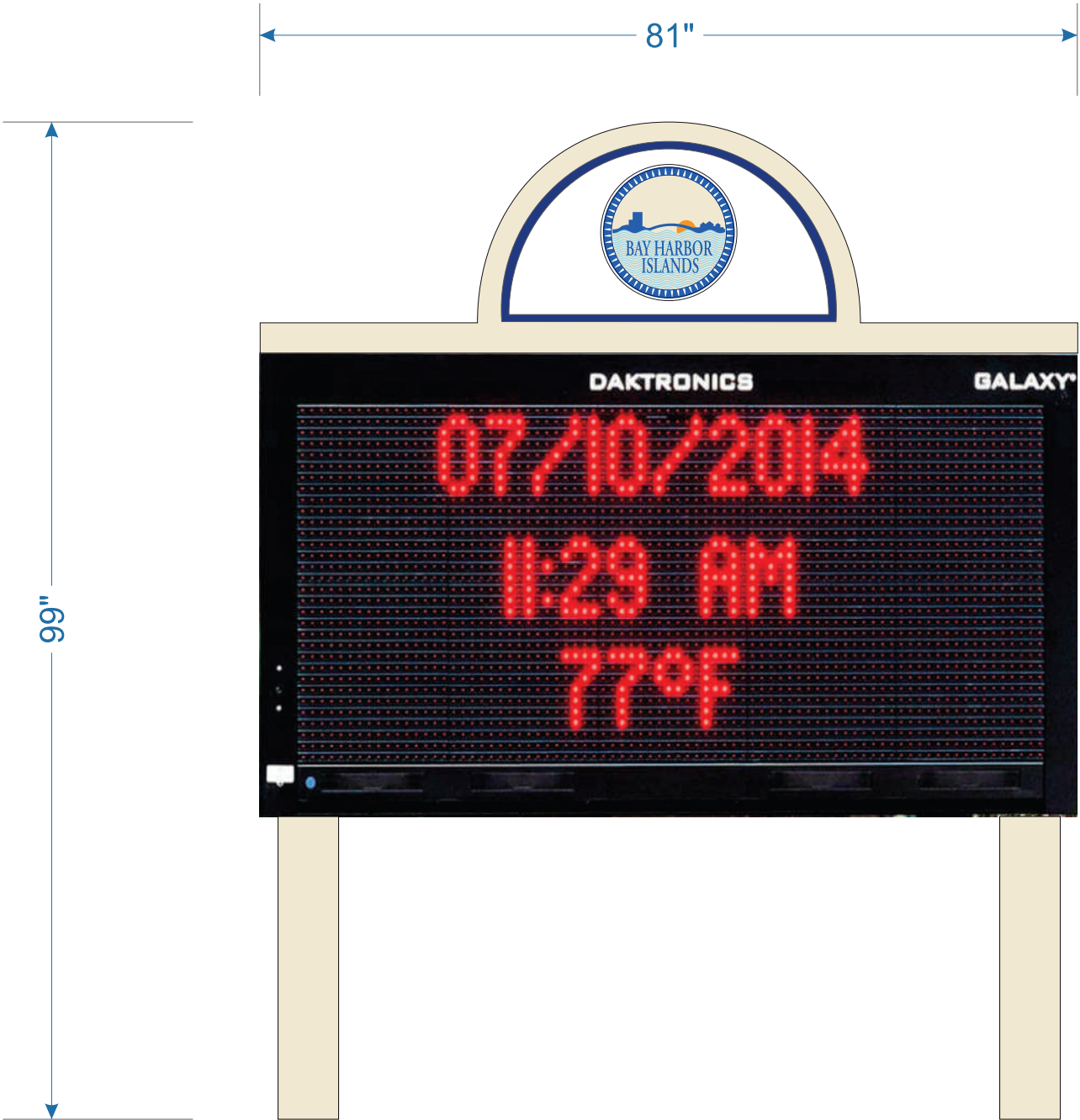
Sales: Bob Webster

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© Digital Message Board
Scale: 1/4"=1'-0

Digital Message Board: 81”(w) x 46”(h)



D Digital Message Board
Scale: 3/4" = 1'- 0"

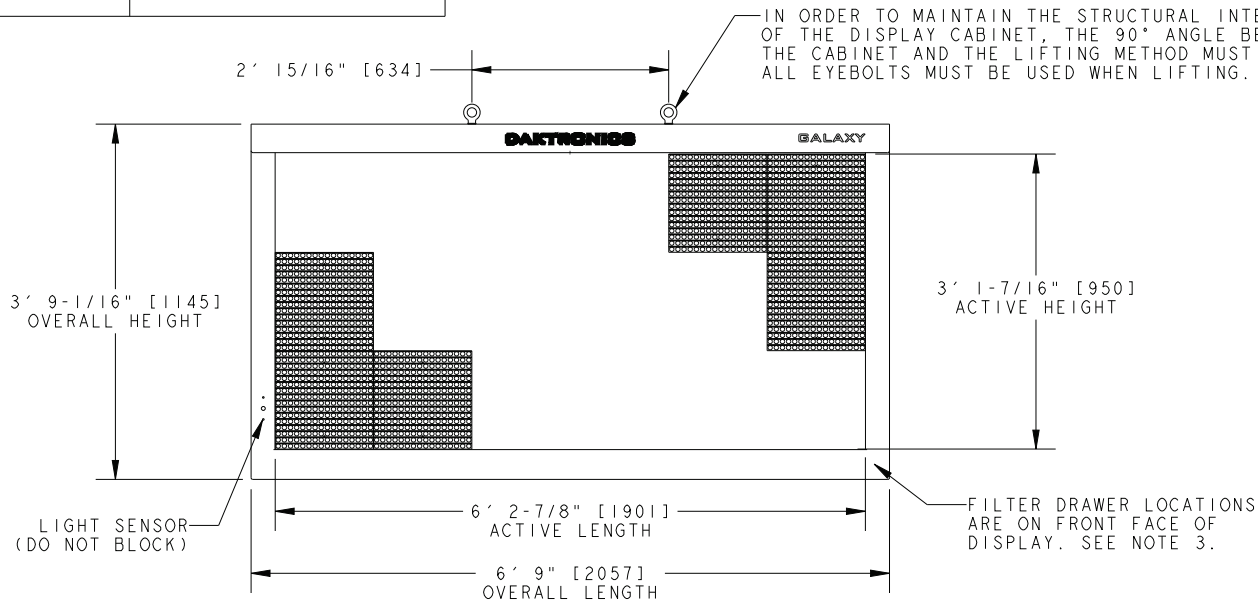
 GRAPHPLEX S I G N S Sign Design & Manufacture 954.549.5566 www.graphplex.com	 CLIENT: City of Bay Harbor Islands ADDRESS:	DATE: 7/13/2015	DRAWN BY: Val
		FILENAME: Bay Harbor Islands /Digital Message Board-VERSION2.cdr	Sales: Bob Webster

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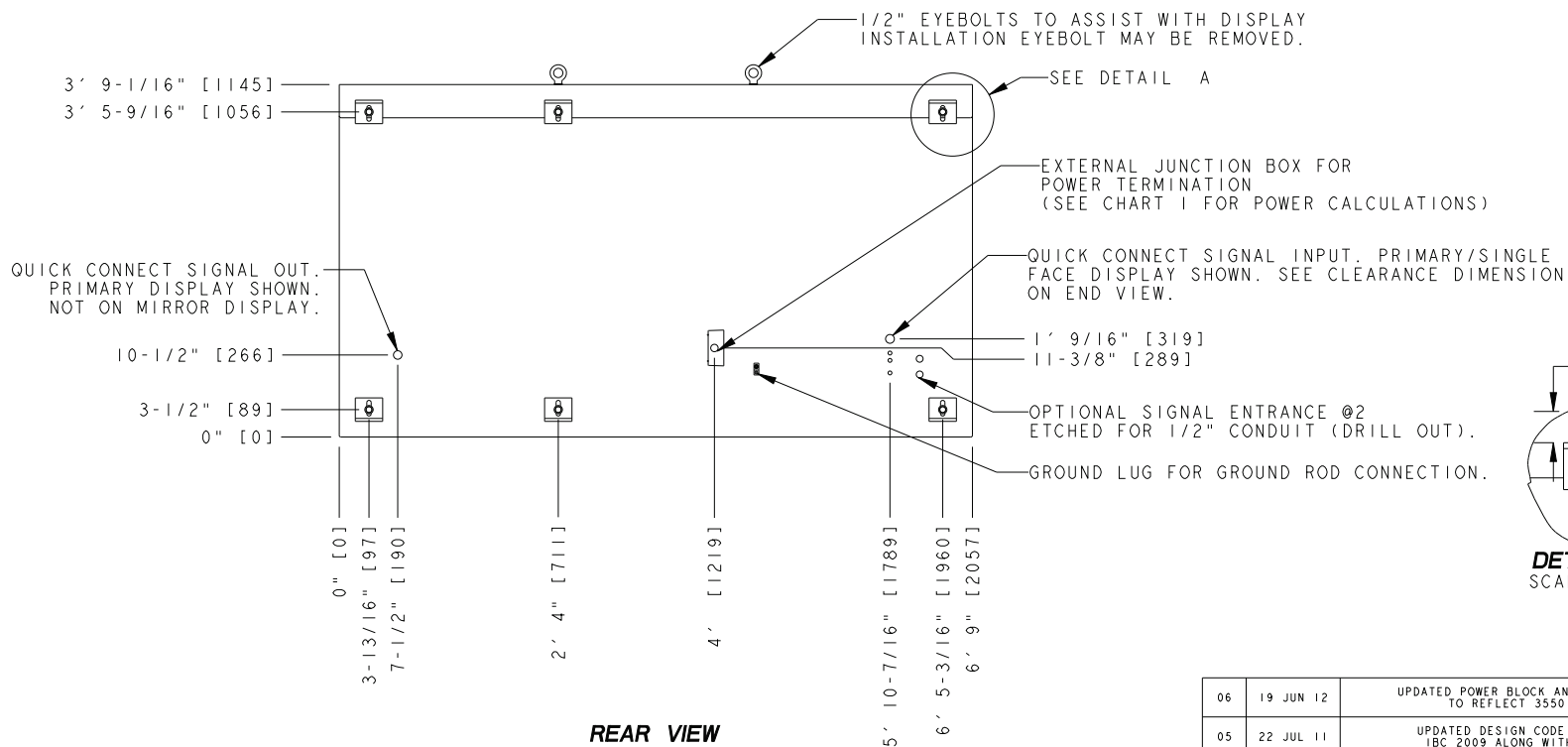
APPLICABLE DESIGN CODE: IBC 2006/2009

DESIGN WIND
PRESSURE "P"

P < 110 psf



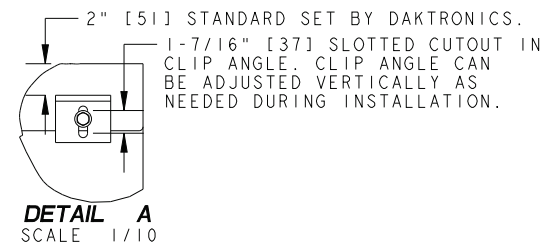
FRONT VIEW



REAR VIEW

L3X3X3/8" X3" WIDE ASTM A36 STEEL CLIP ANGLE FOR MOUNTING. ATTACHED TO DISPLAY WITH 1/2" BOLT AND NUT INSERT. SEE NOTE 2.

8-5/16" [212]



LEFT SIDE

4" [102] CLEARANCE NEEDED FOR QUICK CONNECTS.

8-1/8" [207]

CHART 1					
TECHNOLOGY	COLOR	WATTS	POWER REQUIREMENTS PER SINGLE FACE		
			120 VAC, 60 Hz (2 WIRE + GND)	120/240VAC, 60 Hz (3 WIRE + GND)	240VAC, 1PH, 50 Hz (2 WIRE + GND)
			AMPS	AMPS*	AMPS
AF-3500	RED	403	3.36	N/A	1.68
	AMBER	474	3.95	N/A	1.98
	**RGB	942	7.85	N/A	3.93
AF-3550	RGB	751	6.26	N/A	3.13

*AMPS LISTED ARE HIGHEST LEG OF CIRCUIT.
**AF-3500 RGB INACTIVE AS OF 23 AUGUST 2012.

NOTES:

1. EYEBOLTS MAY NOT BE USED FOR PERMANENT INSTALLATION.
2. ALL CLIP ANGLES (OR THEIR LOCATIONS) MUST BE USED FOR DISPLAY INSTALLATION.
3. DISPLAY IS FRONT VENTILATED SO NO PORTION OF THE FRONT FACE CAN BE COVERED. AIR INTAKES ARE FILTERED. FILTERS ARE LOCATED IN DRAWERS ON FACE AND WILL NEED TO BE PERIODICALLY CLEANED IN ORDER TO PROVIDE THE PROPER DISPLAY VENTILATION. REFER TO THE MAINTENANCE DOCUMENT (DD-1564079) FOR FILTER MAINTENANCE INSTRUCTIONS.
4. ALL DIMENSIONS ARE IN FEET AND INCHES [MILLIMETERS].
5. DISPLAY IS ALL ALUMINUM CONSTRUCTION.
6. THIS DISPLAY IS SHIPPED AND INSTALLED AS A SINGLE UNIT.
7. DISPLAY CABINET COLOR IS SEMI-GLOSS BLACK.
8. FRONT ACCESS FOR SERVICE.
9. ESTIMATED WEIGHT IS: 210 LBS [95 KGS].
10. DISPLAY L.E.D. COLOR IS RED, AMBER, OR RGB.
11. POWER REQUIREMENTS ARE LISTED IN CHART 1 OF THIS DRAWING.
12. DAKTRONICS IS NOT RESPONSIBLE FOR THE MAIN ELECTRICAL DISCONNECT.
13. DAKTRONICS IS NOT RESPONSIBLE FOR THE MOUNTING HARDWARE OR THE INTEGRITY OF THE STRUCTURE THE DISPLAY IS MOUNTED TO.

06	19 JUN 12	UPDATED POWER BLOCK AND TITLE BLOCK TO REFLECT 3550 CHANGE	CDH
05	22 JUL 11	UPDATED DESIGN CODE TO INCLUDE IBC 2009 ALONG WITH IBC 2006	AJK
04	22 MAR 11	UPDATED POWER REQUIREMENT CHART	RLB
REV	DATE:		BY:

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	BROOKINGS, SD 57006		
DO NOT SCALE DRAWING			
PROJ: GALAXY AF-35** 20MM DISPLAYS			
TITLE:SHOP DWG, AF-35**-48X96-20			
DESIGN: TWHITE		DRAWN: BHAROLD	DATE: 19-JUL-12
SCALE: 1=20			
SHEET:	REV	JOB NO:	FUNC-TYPE-SIZE
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			609001

609001

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 18.

ITEM: Consideration and Approval of a proposal from Florida International University in the amount of \$25,450 to provide professional services for a Resident Survey and Strategic Plan. Enclosed is a copy of the proposal.

DESCRIPTION:

At the request of Council member Reid and the Town Council, the Town Manager met with Dr. Mohamad G. Alkadry, Director of the Master of Public Administration Program at Florida International University (FIU), and his staff to discuss the possibility of hiring interns to conduct the the Town's strategic planning process. During the meeting, Dr. Alkadry advised that a group of interns would not be qualified to conduct this project but offered to provide the Town with a proposal from FIU to conduct a Strategic Plan. The strategic plan would be conducted by faculty and they would utilize students in the process.

Enclosed is a proposal submitted by FIU Staff, which provides a summary of fees in two (2) phases. Phase one (1) Resident Survey and Phase two (2), the Strategic Plan.

RECOMMENDED ACTION:

Council discretion.

FINANCIAL ANALYSIS:

The proposed amount is \$25,450. An appropriation from General Fund reserves is required.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	FIU Proposal	Bay Harbor Proposal Final.pdf
----	--------------	-------------------------------

Proposal to Provide Professional Services
for

Resident Survey and Strategic Planning

Town of Bay Harbor Islands

July 27, 2015



1101 Brickell Ave, Suite S-206
Miami, FL 33131
305.779.7872
metropolitan.fiu.edu

Table of Contents

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TEAM BACKGROUND	3
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TIMELINE AND FEES	9

ORGANIZATION BACKGROUND

The Metropolitan Center is the leading urban “think tank” in South Florida and an applied research unit in the School of International and Public Affairs (SIPA) at Florida International University. Since 1997 the Center has accumulated an impressive track record of local, regional and statewide public opinion and other types of survey research. Statewide public opinion polls and business surveys include the 2006-2010 Women-led Businesses Leadership Study, 2008 legislative issues poll, and the Hurricane Mitigation Study. The Metropolitan Center has also conducted regional and local surveys and focus groups for various organizations including Miami-Dade County, Univision, Miami Dade Expressway Authority, Broward County Department of Elections, the Greater Miami Chamber of Commerce and the Florida Department of Transportation.

The Center’s approach to providing consulting services is to take into account the unique needs of individual communities and/or clients and offer customized services and studies while adhering to recognized methodologies for applied research, survey design and data analysis. The Center houses the ongoing South Florida Regional Database Project which includes asset mapping, best-practice research, and full in-house Remote Sensing and Geographic Information Systems (GIS) capabilities. Moreover, the Metropolitan Center is a Census Information Center (CIC), which allows for early access to release data and data with restricted use.

Located in Downtown Miami, the Metropolitan Center frequently partners with government agencies, private firms, and non-profit organizations to build avenues for positive growth. Clients of the Metropolitan Center include local government entities, non-profit organizations and private sector firms in South Florida. The FIU Metropolitan Center brings an established applied research capacity to local government planning efforts utilizing cutting-edge research and quantitative data analysis tools and techniques. Our highly qualified staff ensures the timely and reliable delivery of the proposed services. The Metropolitan Center provides on-going support to its municipal clients above and beyond the negotiated scope of services. Our research has served as catalyst for major policy changes and projects in the area of housing, transportation, social and health services, quality improvement and organizational development. Following is the description of our core areas of expertise.

Performance Management, Training and Survey Research

The Metropolitan Center conducts quantitative and qualitative public opinion research, including multilingual surveys, focus groups, in-person interviews and mystery shops to give local governments, community organizations, and businesses feedback on customer service and satisfaction. Our training programs are customized to client needs and conducted either at our training facilities in downtown Miami or onsite for the sponsoring agency. Trainers and course content are evaluated on an ongoing basis to assure relevance and quality. The Metropolitan Center also provides performance auditing and process redesign to foster cost-effective, strategy-based service delivery. These services are often bundled with customer service surveys to balance performance metrics.

Economic and Demographic Research

The Metropolitan Center has been designated as a U.S. Census Information Center which interprets, disseminates and analyzes demographic data. The center turns data into action with a deep understanding of information sources and the ability to apply statistical findings. Spatial dimensions are included in our presentations with maps, charts and tables illustrating information and the importance of findings. This research presents policymakers with informed policy alternatives to improve organizational performance.

Planning and Land Use Policy

The Metropolitan Center provides technical assistance throughout Southeast Florida to local and county decision makers in a variety of land use issues including Corridor Plans, Evaluation and Appraisal Reports (EARs) and Comprehensive Plans. We provide services that leverage the best intelligence available to develop strategic plans that maximize benefits for the community. We also work with leading architectural firms in designing and implementing community redevelopment activities. The center conducts charrettes and visioning in conjunction with its planning efforts.

Economic Development and Housing Policy

The Metropolitan Center employs a holistic approach to economic development that integrates traditional concerns for economic base expansion with an eye to affordable housing, human capital and organizational capacity. Our staff and affiliated researchers are conversant in state-of-the-art development practices that build stakeholder consensus in developing practical economic development policies. The center has garnered national acclaim for housing market and economic impact analyses undertaken for cities and counties in South Florida. Affiliation with a major research university gives the center access to a wide variety of databases that can be deployed in a variety of formats including GIS maps.

TEAM BACKGROUND

The Metropolitan Center's staff has expertise and experience in a broad range of public policy issues with a focus on urban management, planning, housing and economic development. The center also conducts survey research and designs community indicators. In addition to its applied research capacity, the Metropolitan Center offers a variety of technical services including customer service skills training, community visioning and strategic planning, community workshops and public opinion forums organization, as well as consulting services in key community development areas.

Staff project involvement and responsibilities are based on an internal review of experience and research capabilities. The designated staff which will implement the scope of services is led by Dr. Maria Ilcheva, a principal investigator specializing in behavioral research. Dr. Ilcheva has over ten years of experience leading similar projects and managing both the research and partially their administrative aspects.

The Metropolitan Center is led by Dr. Howard Frank who in addition to serving as Director of the Center is Chair of the FIU Public Administration Department. Dr. Edward Murray is the Associate Director specializing in economic development, housing and indicator studies. The Center also has a number of affiliated FIU faculty and community experts in various areas. As a research institute with a mission to assist local governments and nonprofits, as well as to train students to play meaningful roles in community development and revitalization, the Center also mentors undergraduate and graduate students who are employed as research assistants helping with data acquisition and analysis.

The data collection, analysis and reporting on the project will be supervised and implemented by Dr. Maria Ilcheva, Senior Researcher at the Metropolitan Center, in collaboration with Dr. Frank. The Metropolitan Center staff will also include student researchers who will participate in the interviews and strategic planning phase.

Howard Frank, Ph.D.

Dr. Howard Frank is Professor and Chair of Public Administration at Florida International University. He has served in a number of administrative capacities at FIU since joining the faculty in 1988 including service as Director of FIU's Institute of Government. His Ph.D. is in Public Administration from the Florida State University. Professor Frank's specialty is in public budget and finance and he will serve as co-principal investigator.

Professor Frank has authored numerous research pieces related to performance measurement. He has also provided training in this area and conducted performance assessments for South Florida Workforce, the Miami-Dade Public Schools and the former Department of Health and Rehabilitative services in Tallahassee.

Professor Frank is currently the Editor-in-Chief of *the Journal of Public Budgeting, Accounting, & Financial Management* and has also assessed Miami-Dade County's implementation of the Active-Strategy performance and budgeting system, also deployed in Miami Beach and Orange County.

Maria Ilcheva, Ph.D.

Dr. Ilcheva is a Senior Research Associate at the FIU/MC with expertise in behavioral research including public opinion polls, focus groups and interviews. Dr. Ilcheva has managed multiple

projects related to public opinion including a recently completed survey of Miami-Dade County residents, Liberty city area residents, Doral residents and a detailed survey of Texas Gulf Coast residents. She has also managed a five-county resident survey on general awareness of local Metropolitan Planning Organizations. She has also led the collection of data and analysis of a South Florida Digital Literacy survey for the South Florida Workforce Investment Board, the 311 & Web Survey for Miami-Dade County and the annual hurricane preparedness poll funded by the Florida Legislature. Previously, Dr. Ilcheva managed a survey project for the Miami-Dade Cultural Affairs Department concerning their Culture Shock program, and the Comprehensive Needs Assessment Survey for the Miami-Dade Community Action Agency. She has supervised the data collection and analysis of hurricane mitigation surveys since 2007, and conducted focus groups of Florida residents on hurricane preparedness and mitigation in 2008 and 2013. She was also the principal investigator of a Customer Satisfaction Initiatives project for the Miami-Dade Parks and Recreation Department which included surveys with current and potential Auditorium visitors, employees and producer/artists. Dr. Ilcheva's previous involvement also includes election polling in Miami-Dade and Broward counties, statewide polls on presidential candidate preferences and multiple other issue polls.

SCOPE OF WORK

Phase I: Resident Survey

The MC proposes a customer satisfaction-citizen priority survey to help frame the strategic planning exercise. Survey results will be used to ascertain what services, if any, are viewed as lacking in delivery in areas such as knowledge our courtesy. Identifying these areas provides managers and elected officials with information on which areas need improvement.

The second part of the survey will be used to ascertain citizen priorities in area such as roads, police, recreation, etc. Findings in this section will help Bay Harbor officials with program planning and budgeting in coming years. They will also serve to corroborate and elaborate upon findings in our interviews, to see if there is alignment between municipal priorities and those of resident taxpayers.

Task 1: Project Design

Methodology: Resident opinions will be collected via a mixed methodology of phone and online surveys. Phone surveys are the most cost efficient method of data collection which yields statistically valid results. However they underrepresent younger residents who may not have landline phone service. Combining the phone data collection with the online option will increase the number of respondents in the younger age groups (under 35 years of age). More specifically the research will be implemented in the following fashion:

Survey Design: The survey instruments will be designed in collaboration with the Town of Bay Harbor Islands to meet the target information goals. The survey design will be completed as follows:

- ◆ The Bay Harbor Islands designated officials will provide an outline of the informational goals and possibly general survey questions to be included. The Metropolitan Center team will design the survey questionnaire including objective, specific and targeted questions which will yield unbiased results.
- ◆ The survey instruments will include both binary data measures (yes-no questions) and five-point Likert scale questions (strongly agree-agree-not sure-disagree-strongly disagree), as well as some open ended items.
- ◆ The areas to be covered by the questionnaire will be determined by the Town and the Metropolitan Center will provide input.
- ◆ For purposes of comparison and benchmarking the Metropolitan Center research team may utilize questions similar to ones used in other surveys. Other cities in Florida which have conducted resident surveys include Cape Coral, Cooper City, Coral Springs, Davie, Fort Lauderdale, Hallandale Beach, Jupiter, Miami, Miami Beach, Miami Lakes, and Tamarac, to mention a few.
- ◆ The Metropolitan Center team will provide an initial draft template of the survey instruments to be circulated among the Bay Harbor Islands designated staff for input. The revisions and recommendations of staff will then be incorporated into a subsequent draft. Typically, the design of a final questionnaire requires two to three rounds of revisions.

- ◆ The Metropolitan Center assumes a survey length of up to 15 substantive questions, as well as up to 5 appropriate demographic questions, e.g. age, race/ethnicity, education level, income.
- ◆ The survey questionnaire may also include geographic identifiers which allow for the subsequent analysis to assess any differences among residents depending on specific neighborhood.
- ◆ The Metropolitan Center will also design an online version of the survey questionnaire and provide the link to the Town of Bay Harbor Islands. The survey link may be publicized via the Bay Harbor Islands website, and the monthly newsletter.
- ◆ The online survey will be designed in both English and Spanish as over 50 percent of Bay Harbor Islands residents are Hispanic.

Sampling Methodology: Respondent lists will be obtained from randomized landline phone samples of Bay Harbor Islands residents. The Metropolitan Center will use respondents lists from InfoUSA(R) (NASDAQ:IUSA), the leading provider of proprietary business and consumer databases and sales leads. Additionally, the Metropolitan Center will obtain an email list of Bay Harbor Islands residents who will receive an invitation to complete the survey online.

- ◆ The survey team will analyze the demographic characteristics of the population in Bay Harbor Islands in terms of race/ethnicity and gender, and will use these characteristics in monitoring the data collection to ensure a sample that accurately represents the population in terms of these attributes. Resident phone contact lists will be representative of the area's demographics (gender, age, and race/ethnicity).
- ◆ Resident email lists will include all available email addresses from the proprietary database.
- ◆ Respondents will be screened to ensure that they currently reside in Bay Harbor.
- ◆ In order to obtain a statistically representative sample and a confidence interval of 95%, which corresponds to a 5% margin of error of the results, the FIU Metropolitan Center will complete 400 phone surveys with Bay Harbor Islands residents. The phone survey is the most feasible option for survey data collection as it has a higher response rate than other methods, e.g. mail out, and produced results that can be generalized for the whole population.
- ◆ The 5% margin of error is based only on the results obtained from the phone survey data collection as the representativeness of the online sample cannot be ascertained. The results from the online survey may be skewed as it will be available to everyone who has access to the link and thus they may be susceptible to a high number of responses from population segments with specific agendas.

Task 2: Data Collection

Survey Data Collection: Surveys will be implemented for 2-4 weeks with concurrent data entry.

- ◆ Before commencement of the data collection, the survey questionnaires will be tested with 20 residents to ensure clarity of questions. If re-design of some questions is required, the Metropolitan Center will propose changes to the Town of Bay Harbor Islands based on the feedback received from the pilot surveys.

- ◆ To ensure stakeholder buy-in and a high response rate the Metropolitan Center proposes that before commencement of data collection the Town of Bay Harbor Islands uses appropriate communication channels to notify residents beforehand of the purpose and value of a surveys or its end use. The Metropolitan Center will provide the Town of Bay Harbor Islands with a link to electronic versions of the surveys. For example, the Town can issue survey notifications via its website, its newsletter, fliers at community centers, Facebook and Twitter etc.
- ◆ The survey questionnaire will be administered over the phone by expert phone interviewers who will receive additional training pertaining to the administration of the Bay Harbor Islands survey questionnaires.
- ◆ Since approximately 50 percent of Bay Harbor residents are Hispanic, the survey will be administered in both English and Spanish, according to the respondent's choice. The phone interviewers who will administer the survey in the corresponding language will be fluent or native speakers.
- ◆ The respondents will also have the option of completing the online survey in Spanish.
- ◆ Surveys will be administered only to adults. If a minor answers the phone, interviewers will ask to speak to an adult member of the household.

Task 3: Data Analysis and Reporting

Data Analysis

- ◆ Data collected from the surveys will be entered into Statistical Package for the Social Sciences (SPSS) computer database for ease of statistical analysis.
- ◆ Questionnaire data will be quantitatively and qualitatively (if applicable) analyzed.
- ◆ Quantitative statistical analysis will include summary frequency distributions for each response item and cross tabulations of each response item.

Reporting & Deliverables:

- ◆ The Metropolitan Center will provide bi-weekly updates on the progress of data collection and upon request may also provide the results for some questions.
- ◆ Within 10 days of survey data collection, the Town of Bay Harbor Islands shall receive a preliminary draft report including frequency and cross tabulations for items of interest.
- ◆ The report will include both narrative and visualizations such as charts, graphs and other appropriate data presentation modes.

Task 4: Final Report and Results Presentations

- ◆ The Town of Bay Harbor Islands will provide comments on the draft report. The Metropolitan Center will make the appropriate revisions and provide the Town with an updated report within 5 days.
 - The final report which will reflect comments suggested by the Town will be provided within five business days of receipt of comments. The report will include an executive summary, overall survey results including frequency distribution analysis, cross tabulations by variables of interest, and an appendix containing open ended comments.

Final report will be submitted in electronic format (e-mail), compact disc, and 2 bound color hard copies.

- ◆ The Metropolitan Center will also prepare a PowerPoint presentation with the survey results to be used during meetings, as well as summary sheets with the results to be used by attendees and the general public. Metropolitan Center staff will be available for presentations and to answer questions for three to five meetings as requested by the Town.

Phase II: Strategic Planning

Task 1: Strategic Planning & Performance Assessment

The Metropolitan Center will schedule and conduct interviews with Council members and senior staff. The goal of the interviews is to prioritize and discuss goals for the Town which will serve as a foundation to help them in governing and preparing the Town for the future. Each interview will be approximately 30 minutes in length.

The interviews will identify the bigger issues managers and elected officials see and will produce a SWOT (Strength-Weaknesses-Opportunity-Threats) assessment.

Other interview questions may pertain to staffing in the long-term, to determine if there is succession planning in place to deal with an aging work force.

Task 2: Analysis/Write-up

Dr. Frank and Dr. Ilcheva will summarize the findings from interviews and integrate feedback into overall assessment of the Town (SWOT Analysis). The interview analysis will provide information on each department's general areas of concern and desired direction.

Task 3: Meeting with Town Manager on Findings

Dr. Frank and Dr. Ilcheva will meet and discuss with the Town Manager the findings from senior management staff and Council interviews. The meeting will also commence the logistics planning for Task 4.

Task 4: Strategic Planning Workshop

The strategic planning effort is designed to serve as a policy tool for the Town's decision-makers. A strategy is an overall approach, based on an understanding of the broader context in which the organizations functions, its strengths and weaknesses, and the challenges the organization's leaders are attempting to address. A strategy will provide the framework within which elected and appointed officials can work, it will clarify the objectives they will try to achieve and the approaches they may use.

The workshop will define the strategic imperatives of the organization utilizing a 3-5 year planning horizon. The objective is to discover the crosscutting themes that elevate the discussion from narrower departmental goals to the overarching vision and objectives of the organization. The workshop will bring coherence to different projects and parts of the organization, ensuring they are working together with a clear understanding of the Town's goals. This session will also help the Town develop priorities on which to focus energies and resources in the future.

The Metropolitan Center team will facilitate the discussion.

Task 5: Strategic Planning Report

The Report will summarize the findings from all tasks and present to the Council.

TIMELINE AND FEES

Phase	Task	Activities Overview	Timeline	Cost
Phase I	Task 1: Project Design	Includes, but not limited to, meetings/conference calls with key staff and/or designated personnel, establishing start date of project, determining key contact persons, establishing survey goals for the purpose of questionnaire development, instrument development and revisions, online design of both English and Spanish versions	5 business days	\$2,000
	Task 2: Data Collection	Includes training of call center assistants, pilot data collection and data collection of 400 completed surveys from residents.	12-20 business days	\$9,500
	Task 3: Data Analysis and Reporting	Includes, but not limited to results updates, draft report(s) write-up, formatting and editing activities.	10 business days	\$3,450
	Task 4: Final Report	Includes revisions of draft report(s), analysis of additional data, if required, as well as reproduction of required hard and electronic copies.	10 business days	\$1,000
Total:			Up to 2 months	\$15,950
Phase II	Task 1: Strategic Planning & Performance Interviews	Approximately 15 interviews, 30-60 minutes each	5 business days	\$4,000
	Task 2: Analysis/Write-up	Develop a summary of findings from interviews and integrate feedback into overall assessment of the Town (SWOT Analysis)	5 business days	\$1,500
	Task 3: Meeting with Town Manager	Discuss the findings and develop logistics for Task 4	1 business day	-
	Task 4: Strategic Planning Workshop	Facilitate a workshop for Town leaders, including elected and upper level appointed officials (department heads)	1 business day	\$2,500
	Task 5: Strategic Planning Report	Summarize the findings from all tasks and present to Council	5 business days	\$1,500
Total:			Up to 1 month	\$9,500

*Project costs include a 26% indirect cost rate collected by the FIU Office of Research for grant administration.

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 19.

ITEM: Consideration and Approval of a proposal from Plant Professionals, Inc. for the new holiday lights display on Kane Concourse, 96th Street and the Shepard Broad Causeway in the amount of \$33,025. Enclosed is a copy of the proposal from Plant Professionals, Inc.

DESCRIPTION:

As per the Town Council's direction, the staff obtained proposals for a new holiday lighting display for the upcoming holiday season.

The holiday lighting display will include the following:

- Light pole decorations on Kane Concourse and 96th Street (Both East and West Islands). The decorations will be stars or snowflakes.

- In addition to the royal palms on Kane Concourse (already lighted), the Ligustrums on the median in between the palms will also be wrapped with lights.

- The Ligustrums along the sidewalks on Kane Concourse will also be wrapped with lights.

- On 96th Street (West Island) the Robelini, Montgomery, and Queen Palms in the medians will be wrapped with lights.

- In addition to the current town displays on the Causeway Island, the 12 Royal Palms surrounding the area that once was the Toll Plaza / Parking Lot will be wrapped with lights and in the middle a lighted sign that reads "Seasons Greetings".

The proposal is attached. All of the references speak very highly of this company.

Please note that the Town received another bid from Miami Christmas Lights and their price was \$88,000.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The amount proposed is \$33,025. This is a budgeted expense.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Proposal	Plant Professionals Proposal.pdf
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12027 SW 114 Place
Miami, FL 33176
305-259-0503 Phone
305-259-5289 Fax



LANDSCAPE DESIGN, INSTALLATION, &
MAINTENANCE
Holiday Decorating
& Lighting
12025 SW 114 Place
Miami, FL 33176

Merrick Park
City of Coral Gables
Dallas Brown
305-460-5039
dcbrown@coralgables.com
1995 - Present

Malibu Bay Master Community Association
Tracey Rubin
786-486-1884
trubin@guaranteemgt.com
2012 - Present

Fisher Island Community Association
Mike Morel
305-535-6067 Office
305-968-8613 Cell
mmorel@ourfica.com
2012 - Present

Ocean Reef Community Association
Gemma Matthews
305-367-6586
305-522-1358
gmatthews@oceanreef.com
2013 - Present

Town of Davie - CRA
Cheryl Ellett
954-410-8958
Cheryl_Ellett@davie-fl.gov
2014 - Present



LANDSCAPE DESIGN, INSTALLATION, & MAINTENANCE

Miami, FL 33176

Estimate

Date	Estimate #
7/22/2015	66562

Sales Rep
Robby Rutter



Holiday Decorating & Lighting

Customer
Bay Harbor Islands Juan C. Jimenez 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

Location	Qty	Description
Downtown North/South Median	19 6	6.5' LED lit pole mount with metal frame, painted white, design TBD Spiral wrap trunks of Ligustrum Trees with LED warm white miniature lights
Center Median	17	Light canopy of Ligustrum Trees with LED warm white twinkle miniature lights
Single Family Island North/South Median	20	6.5' LED lit pole mount with metal frame, painted white, design TBD
Center Median 1	5 12 3	Spiral wrap trunk of Roebelinii Palms with LED warm white miniature lights Spiral wrap trunk of Montgomery Palms with LED warm white miniature lights Spiral wrap trunk of Queen Palms with LED warm white miniature lights
Center Median 2	6 20 4	Spiral wrap trunk of Roebelinii Palms with LED warm white miniature lights Spiral wrap trunk of Montgomery Palms with LED warm white miniature lights Spiral wrap trunk of Queen Palms with LED warm white miniature lights
Broad Causeway	12 1	Spiral wrap trunk of Royal Palms with LED warm white miniature lights 18' LED Custom "Season's Greeting" Sign
	1	Total price below reflects signing a three season contract for 2015-2016-2017

	Subtotal
Signature _____	Sales Tax (7.0%)
Print Name _____	Total Lease Per Season
Date _____	

Phone #

Fax #

E-mail

Web Site

305-259-0503

305-259-5289

Mieke@plantprofessionals.com

www.plantprofessionals.com



LANDSCAPE DESIGN, INSTALLATION, & MAINTENANCE

Miami, FL 33176

Estimate

Date	Estimate #
7/22/2015	66562

Sales Rep
Robby Rutter



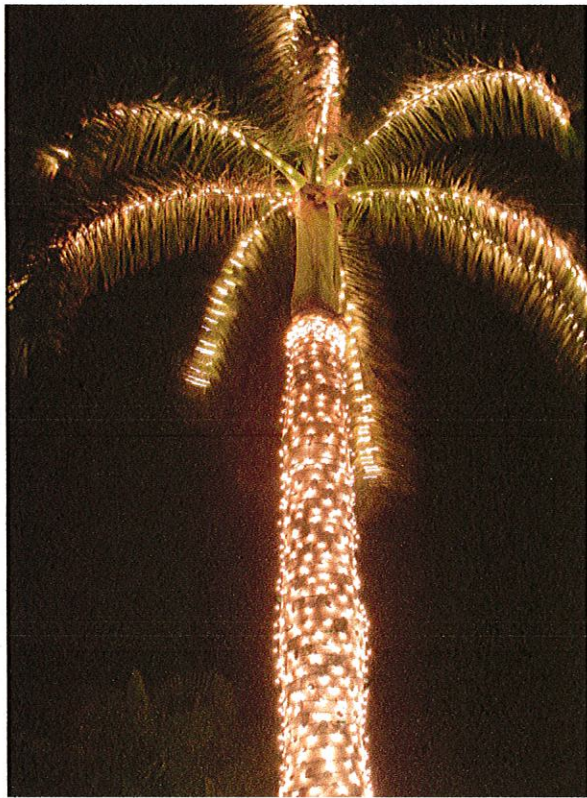
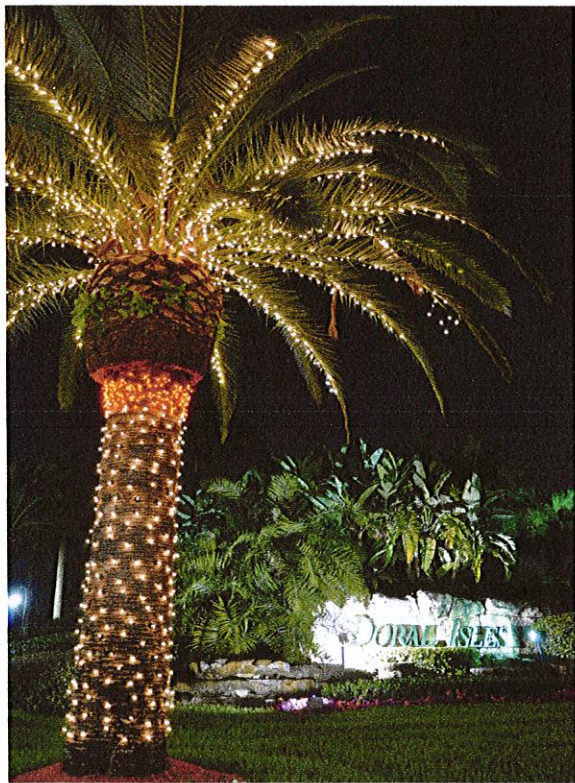
Holiday Decorating & Lighting

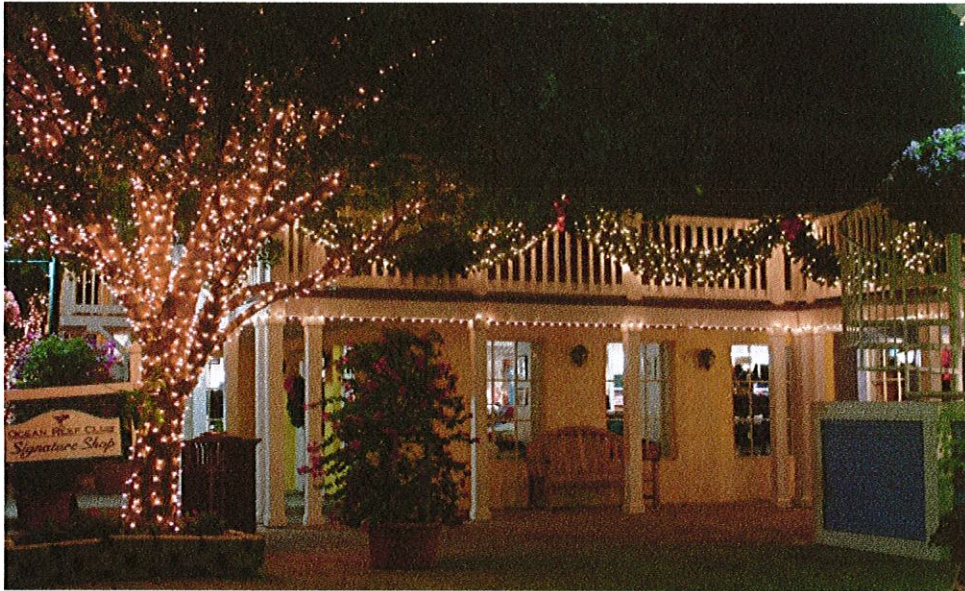
Customer
Bay Harbor Islands Juan C. Jimenez 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

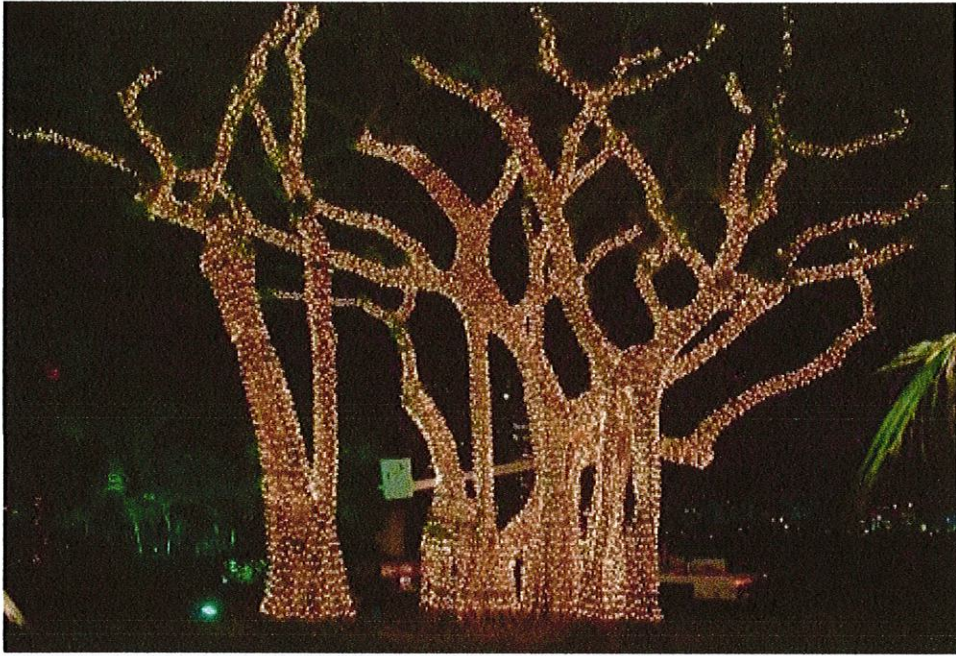
Location	Qty	Description
		1 All lease prices include delivery, installation and take down. Any theft or damage incurred will be charged accordingly. Installation dates are booked upon receiving your signed contract. 1 *Functioning electrical receptacles are necessary for each area to be lit. *It is the customer's responsibility to reset GFI circuit breakers if needed. *All trees and palms must be pruned prior to installation of lights. *Installation dates are booked upon receiving your signed contract. Lighting installation begins in early October. All lights will be retested and powered up within 72 hours of your requested date. *Removal of all lighting is done from Jan 2nd through Jan 25. *All lights are guaranteed to be in working order upon installation. *All lighting outages, that we have no control over, i.e. vandalism, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be documented and billed as an additional charge. *All lease prices include delivery, set up, maintenance and take down. *We will make every effort to repair any lights not working within 24 hours, but no more than 72 hours of notification. 50% deposit required upon signing, balance due upon installation.

	Subtotal	\$33,025.00
Signature _____	Sales Tax (7.0%)	\$0.00
Print Name _____	Total Lease Per Season	\$33,025.00
Date _____		

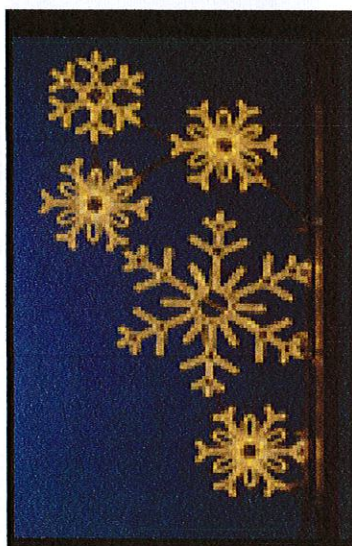
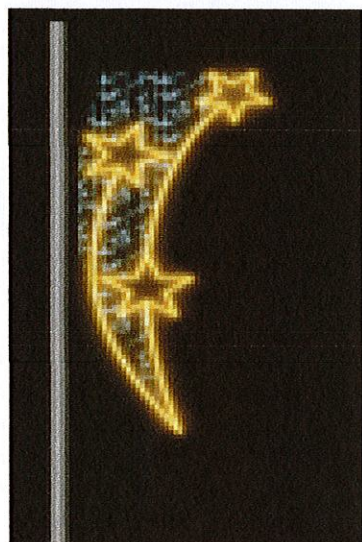
Phone #	Fax #	E-mail	Web Site
305-259-0503	305-259-5289	Mieke@plantprofessionals.com	www.plantprofessionals.com



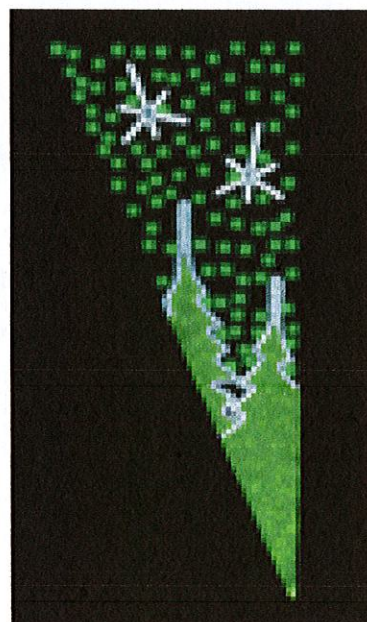
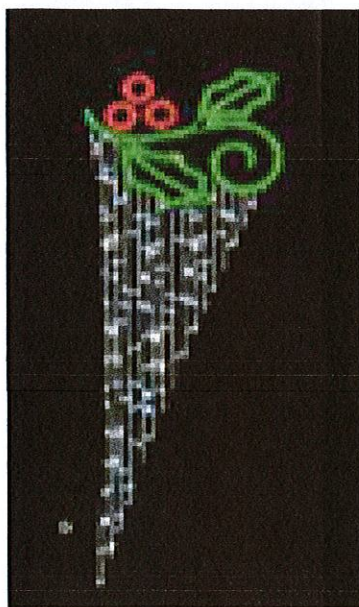




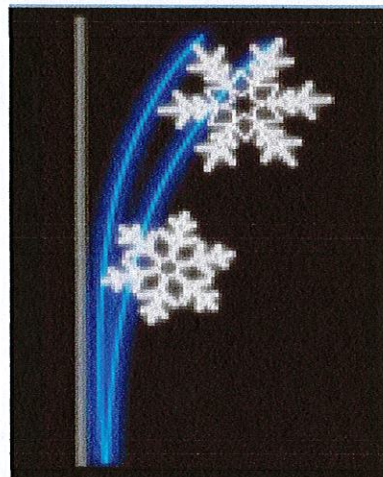
Gold/White Pole Mounts



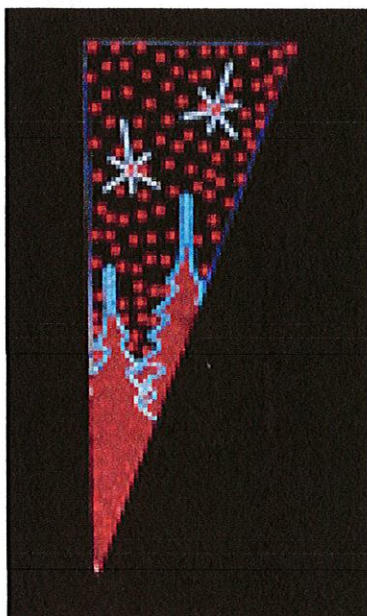
Green Pole Mounts



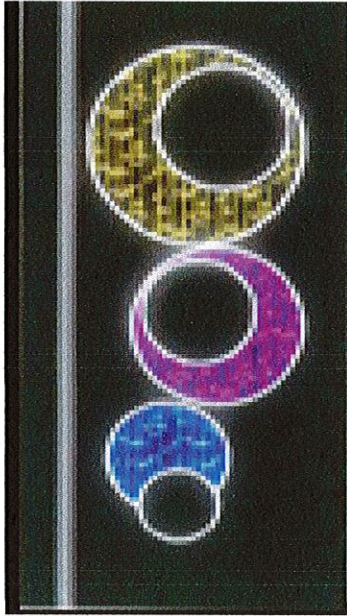
Blue Pole Mounts



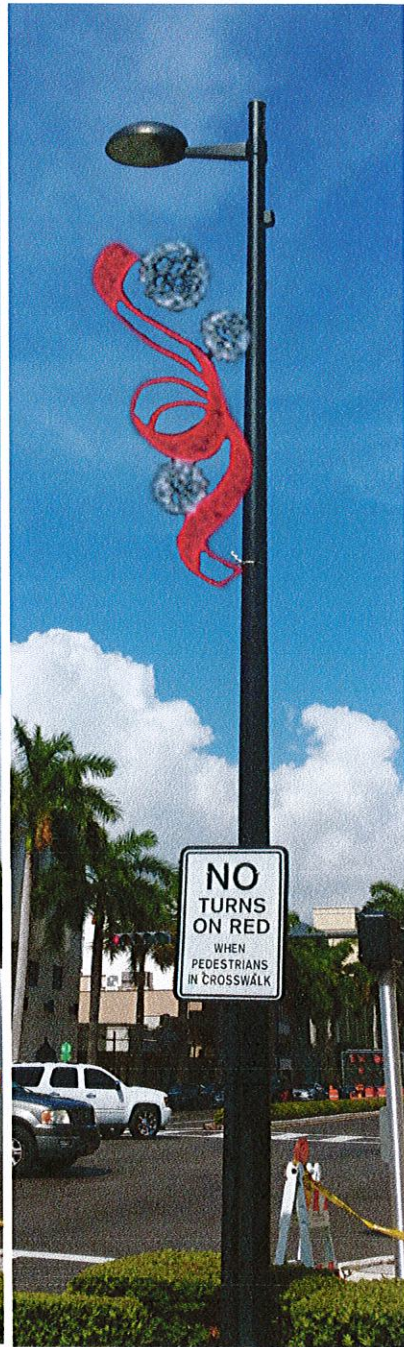
Red Pole Mounts



Multiple Colored Pole Mounts









AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 20.

ITEM: Re-consideration and Approval of a construction trailer to be located at 10201 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request. Also enclosed is a revised proposal for Council consideration.

DESCRIPTION:

The Planning & Zoning Board approved a revised site plan for a forty (40) unit multi-family condominium on April 2, 2014. The applicant submitted a request for a construction trailer to be located 10201 East Bay Harbor Drive.

Enclosed is a revised request. As you might recall, at the June meeting the Council decided that the trailer being requested was too large and a much smaller trailer was approved instead. The applicant feels that the smaller trailer is insufficient for their needs and has resubmitted a revised request for Council consideration.

Also be aware that at the request of the Town Council, the Town Planner has submitted some information regarding this issue for discussion later on the agenda.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Construction Trailer 10201 EBHD - Original Request	10201 - trailer request - June 2015.pdf
2.	10201 EBHD - Revised Construction Trailer proposal	Sereno Trailer Alternate Plan (2).pdf

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



FEMA WORKSHEET
Cumulative Substantial Improvement

Date: 5/21/2015 Folio No: 13-2227-001-0850
Address: 10201 EAST BAY HARBOR DRIVE Unit No: Lot (s): 8 Block: 4
Current Owner: Bay Harbor Holdings c/o Jessica Lee Date Built: 1952
Current Assessed Value: (excluding land value) \$343,958.00
Plus 20% of assessed value: \$68,791.60
Market Value: (assessed value + 20%) \$412,749.60
Appraised Value: (if submitted - for structure only)

Note: If total value of improvements within the last 5-year period exceeds 50% of the current market value, then the entire structure must be brought into compliance with all current construction codes and FEMA requirements.

\$206,374.80

(50% of current market value-use larger of assessed
or appraised)

(* total value of applicable improvements plus
proposed work)

INSPECTOR REVIEW:

APPROVAL DISAPPROVAL (date)

Chief Building Inspector - Dale Lee

Electrical Inspector - Darrell G. De Young

Plumbing Inspector - Johnny Lindgren

Mechanical Inspector - Juan Zuniga

Structural/Civil Inspector - Jaime M. Eisen

Planning/Zoning Board - Ayanidys Martinez

Public Works - Randy Daniel

SPM 5/28/15
Community Planner - Scott Marks

Permit #: BP2015-204

Project Description:

Construction Trailer 24'x44'

Zone: AE

Base Flood Elevation: 10.00

BFE certificate on file?: No

Date of BFE certificate:

Certified BFE:

Bldg Above BFE?:

Suffix: J

Map No.: 120637

7-17-95

Map Date: 3-2-94 / Date Revised:

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Tel.: 305-993-1786 Fax: 305-861-1130

PERMIT APPLICATION

INSTRUCTIONS - The following steps must be taken to obtain a permit from the Town of Bay Harbor Islands.

Step 1. Complete the attached permit application which must be signed by the property owner and qualifier. Both signatures must be notarized. Please print or type to allow for a more accurate processing of your application. All permits/plans must be dropped off and may take up to 15 working days to be processed. Building Department hours of operation are Monday - Friday from 8:00 a.m. 3:30 p.m.

Step 2. Submit the completed application with all necessary documents to the Building, Planning and Zoning Department for processing. During the processing of your application, you may be asked to submit additional information.

APPLICATION

JOB ADDRESS: 10201-31 East Bay Harbor Drive, Bay Harbor Islands, FL 33154		UNIT #: _____	PROCESS NUMBER: BP2015-204
FOLIO NUMBER: 13 2227 001 0840 / 132227 001 0850			
LOT: 8	BLOCK: 4	TOWN OF BAY HARBOR ISLANDS PB 46 PG 5	
MASTER PERMIT # BP2014-408			
PROPOSED USE OF PROPERTY: Condos/Trailer		CURRENT USE OF PROPERTY: Empty land	
TENANT INFORMATION: N/A			
JOB COST: 1,000		SQUARE FOOTAGE: N/A	
DESCRIPTION OF WORK: New Construction/Condos/Trailer			

PERMIT TYPE (✓)	
Building	☐
Electrical	☐
Mechanical	☐
Plumbing	☐
LPGX	☐
Roofing	☐
Fence	☐
Other <u>Jobsite Trailer</u>	☒

PERMIT CHANGE (✓)	
Chg. Contractor	☐
Renewal	☐
Revision	☐
Extension	☐
Supplement	☐
Reinspection	☐
	☐
	☐

TYPE OF IMPROVEMENT (✓)			
New Construction	☐	Enclosure	☐
Alteration Exterior	☐	Repair	☐
Alteration Interior	☐	Demolish	☐
Relocation of Structure	☐	Shell Only	☐
Foundation Only	☐	Add'l Attachment	☐
Other _____	☐	Add'l Detachment	☐
Other _____	☐		☐

PROPERTY OWNER	
Name: Bay Harbor Holdings, LLC	
Address: 411 West Putnam Lane, Greenwich, CT 06830	
Home Telephone: _____	Work Number: _____

ENGINEER	
Name: _____	
License No. _____	
Address: _____	
Business Telephone: _____	
Fax: _____	

CONT. REGISTRATION # CONT-	
Company Name: Miller Construction Company	
Qualifier Name: Jeffrey Slade	
License No. CGC062570	
Address: 614 S. Federal Highway	
City: Fort Lauderdale	State: FL Zip Code: 33301
Telephone: 954-764-6550	Fax: 954-764-5418
Email Address: pryan@millerconstruction.com	
Contact Person/Permit Expediter: Pete Ryan	

ARCHITECT	
Company Name: _____	
License No. _____	
Address: _____	
Telephone: _____	Fax: _____

IMPORTANT NOTICES

- DO NOT BEGIN ANY WORK WITHOUT HAVING RECEIVED YOUR VALIDATED PERMIT AND PERMIT CARD. Applying for a permit does not grant the right to begin construction. HOURS OF CONSTRUCTION are limited to: Monday through Saturday from 8:00 a.m. to 6:00 p.m. No inspections will be conducted on weekends and holidays.
- All construction of demolition areas MUST BE MAINTAINED IN A CLEAN, NEAT AND SANITARY CONDITION free from construction debris.
- STREETS AND NEIGHBORING PROPERTIES SHALL BE KEPT FREE FROM DIRT AND DEBRIS.
- SWALES MUST BE PROTECTED FROM BEING DAMAGED BY EQUIPMENT OR VEHICLES.
- Construction trailers are prohibited on single family residential construction sites. Other construction may have a trailer, which requires a separate permit.
- PORTABLE TOILETS for a construction site require a separate permit and must be screened from view.
- DO NOT DISCHARGE WATER INTO THE RIGHT OF WAY OR STORM DRAINS without approval from the Building Department.
- EQUIPMENT AND MATERIALS SHALL BE STORED at least 10 feet from the edge of pavement.

AFFIDAVIT - Please read carefully

Application is hereby made to obtain a permit to do work and installation as indicated. I, the OWNER of the property, certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, POOL, EXTERIOR DOOR, MECHANICAL, WINDOW, FENCE, DRIVEWAY, ROOFING, SHUTTERS and SIGNS. There may be additional permits required from other governmental agencies.

I, the OWNER of the property, have disclosed all information related to any work at the property performed in the prior twelve months to the Building Official. Further, I am fully aware that if the cumulative cost of work to my home or business under this and any other permit equals or exceeds fifty percent (50%) of the fair market value of the structure, the entire structure must meet the present federal flood criteria for finished floor elevation. I am also fully aware that if the total cost of work to my home or business under this and any other permit exceeds fifty percent (50%) of the replacement cost of the structure, then the entire structure must conform to the current code requirements of the Florida Building Code.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in your paying twice for improvements to your property. If you are spending more than \$2,500 or intend to obtain financing, you may wish to consult with your attorney or lender before recording your Notice of Commencement. The Notice of Commencement must be recorded with the Clerk of Courts, for additional information please call 305-372-7777. Once recorded, the Notice of Commencement must be POSTED AT THE JOB SITE in accordance with Section 713.35 of Florida Statutes.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Owner

Print Name

Sworn to and subscribed before me this May 2015 Day of

Signature of Notary Public-State of Florida

SEAL:



Sheri Ann Slattery
COMMISSION # FF133752
EXPIRES: Aug. 15, 2018
WWW.AARONNOTARY.COM

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Contractor Qualifier

Jeffrey Slade

Print Name

Sworn to and subscribed before me this May 2015 Day of

Signature of Notary Public-State of Florida

SEAL:



Sheri Ann Slattery
COMMISSION # FF133752
EXPIRES: Aug. 15, 2018
WWW.AARONNOTARY.COM

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

INSTRUCTIONS: Please indicate the type of work being performed and quantity(ies) in the space provided below.

ELECTRICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Fixture - Fluorescent		Motor, Equipment outlet		Repair Circuits	
Air Conditioners		Fixture - Light		Special Purpose Outlet		Service, Number of Amps	
Chiller		Flood Lights		Outlet		Signs	
Clear Violations		FPL - Load Control		Oven		Space Heater (kw)	
Compactor		Generators, etc.		Parking Lot Lights		Spas/Hot Tubs	
Deep Freezer		Heat recovery		Plugmold/Strip		Subfeeds, No. Of Amps	
Demolition		Low-volt Burglar		Posts		Swim Pool, Commercial	
Dishwasher		Low-volt, Fire		Range/Range Top		Swim Pool, Residential	
Dryer		Low-volt,		Recpt. Outlet		Switchboards	
Fan		Low-volt, Television		Refrigerator, Comm.		Temp Serv, Construction	
Fire Pump		Motor, Equipment		Refrigerator, Domestic		Temp for Test - 30 days	
				Renew - Temp Service		Utility Wiring	

MECHANICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Condensate Drain		Heating Strips, each		Ventilation, Cost	
A/C Central, Tons		Cooling Tower		Piping, Flammable Liquid			
A/C Wall/Win, Tons		Dryer Vents, Number of		Process/Pressure Piping			
Air Handler, Tons		Ductwork, Cost of		Pressure Vessel			
Barbecue		Fireplaces, Number of		Refrigerator, Tons			
Bath Fan-Vented, #		Generator		Vent Hood, Resident			

PLUMBING							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Demolition		Sprinkler Pump		Ice Maker	
Supply A/C Well		Fountain		Pool Pump Replace		Indirect Wastes	
A/C Condensate		Filter Replace		Sump Pump		Laundry Tray	
Discharge Well		Pool Piping		Gas - Natural		Lavatory	
Area Drains		Fire Pump		Gas - Propane		Shower	
Backflow		Sprinkler Zones		Gas - Appliance		Sink	
Roof Drains		Sprinkler Heads		Misc. Repairs		Urinal	
Catch Basin		Sprinkler Repair		Temporary Toilet		Vacuum Pump	
French Drain		Supply Well		Bath Tub		Water Closet	
Soakage Pit		Sewer Connection		Bidet		Water Heater	
Grease Trap		Jockey Pump		Clothes Washer		Water Heater New	
Interceptor		Misc. Equipment		Dental Chair		Water Re-pipe	
Cap Fixture		Pump and Abandon		Dishwasher		Water Service	
Cap - Water		Domestic Pump		Floor Drain			
Cap - Sewer		Re-circulate Pump		Drinking Fountain			

TO ALL HOMEOWNERS AND/OR CONTRACTORS

Be advised that construction hours are between 8:00 a.m. and 6:00 p.m. Monday through Saturday (excluding holidays)

For all inspections the permits and paperwork (plans, etc.) must be posted at the job site during completion of work. Inspectors must have access to all paper work as they do make notations on the permit and/or permit card. Non-compliance will result in a re-inspection fee being charged (\$55.00). Any inspection requiring a ladder must have an OSHA approved ladder provided at the site.

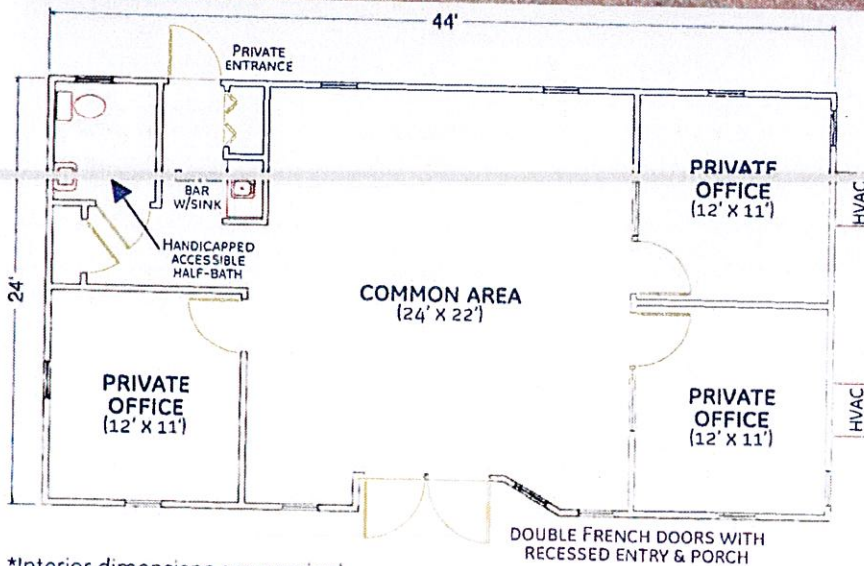
Inspections are to be scheduled a minimum of 24 hours in advance. Any cancellation must be made by 9:00 a.m. The Building Department is open from 8:00 a.m. to 3:30 p.m. When calling in an inspection have all information ready - permit number, name of owner, address (and any information on how to access building).

BUILDING DEPARTMENT - 305-993-1786**FAX NUMBER - 305-861-1130**

Electrical, Plumbing and Mechanical inspections are scheduled for:
Monday, Wednesday and Fridays

Building inspection are scheduled for: _____
Monday, Tuesday, Wednesday and Thursdays

GSD-2444 (24' x 44' – 1056 sq. ft.)



*Interior dimensions are nominal

Other sizes, floorplans, configurations and specifications are available. Wood, vinyl and metal exteriors and skirting are also available. Specifications may vary. All features noted above are typical ModSpace standards.

Customization of features, options and finishes available upon request.

A wide variety of code compliant steps are available, such as: OSHA 2 & 3 step models, CAL OSHA 3 & 4 step models and General Code 3 & 4 step models.

Specifications

- > 24' x 44' building size;
24' x 48' overall size (w/towing hitch)
- > (3) 12' x 11' private offices;
(1) 24' x 22' common area
- > Designer-style siding with matching trim and mansard-style roof
- > 1056 square feet of interior floor space
- > Electric, plumbing, heat & air conditioning
- > 50 lbs. per square foot allowable floor load

Features

- > Insulated walls, ceilings and floors
- > Wall-to-wall commercial grade carpeting throughout
- > 120V electrical outlets
- > Electric water heater
- > Vertical sliding windows (lockable)
- > Vinyl-covered gypsum wallboard
- > Central heating & air conditioning
- > Plenum wall for HVAC noise reduction
- > Coffee bar with steel sink, counter and storage cabinet underneath
- > Storage closet with wood door
- > Recessed front entry with porch
- > Front door: single or double lockable French doors
- > (1) 36" X 80" exterior door at private entrance
- > (2) 36" x 80" French-style interior door
- > (3) 36" x 80" interior doors
- > 4' recessed diffused fluorescent lights
- > 8' ceiling height
- > Adjustable heat/air diffusers in ceiling
- > EPDM rubber roofing



STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

"License efficiently. Regulate fairly."

RICK SCOTT
Governor

May 06, 2013

George Britton
ModSpace-Miami
5000 N.W. 72nd Avenue
Miami, FL 33166

RE: Manufacturer Certification, ID MFT-6709; Expiration Date: May 31, 2016

Dear George Britton

It is my pleasure to inform you that ModSpace-Miami, located at 5000 N.W. 72nd Avenue, Miami, FL 33166, has been approved under the Manufactured Buildings Program, as provided for under Chapter 553, Part I, Florida Statutes, to manufacture Manufactured Buildings for installation in Florida.

Construction or modification on a manufactured building cannot begin until the Third Party Agency has approved the plans in accordance with the current Florida Building Code. Your Third Party Agency is a contractor for the Department and has statutory authority and responsibilities that must be met to maintain approved status. You may expect and demand quality plans review and inspections.

Each Code change will make your plans obsolete until they have been reviewed, approved and indicated on the cover page of the plans for compliance with the Code by your Third Party Agency for plans review. Please ensure that your plans are in compliance and are properly posted on our website. All site-related installation issues are subject to the local authority having jurisdiction.

The Department's contractor will make unannounced monitoring visits at least once each year. You must grant complete access to your manufacturing facility and records to remain in compliance with the rules and regulations of this program.

Your certification is approved for three years from this date. You will receive a renewal notice by Email generated by the BCIS (www.floridabuilding.org) for online renewal. If you have questions you may contact me or Leola Baldwin at 850-921-0956 or our FAX at 850-414-8436.

Please visit our website at www.floridabuilding.org to see valuable information on the Florida Manufactured Buildings Program. A copy of this letter must accompany applications for local building permits.

Sincerely,

Robert Lorenzo
Manufactured Buildings Program

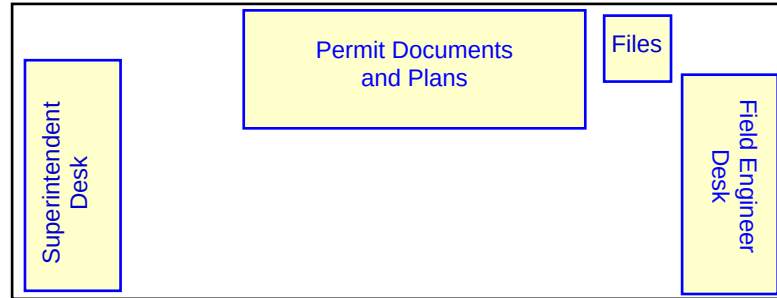
cc: Quality Approvals and Inspections LLC



PATTERN LE	
	LANDSCAPING
	EXPOSED AGGREGATE
	NEW CONCRETE
	DETECTABLE WARNING TO BE SURFACE
	PAINT STRIP CROSSWALK
	PROPERTY LINE
	NEW ASPHALT

20'

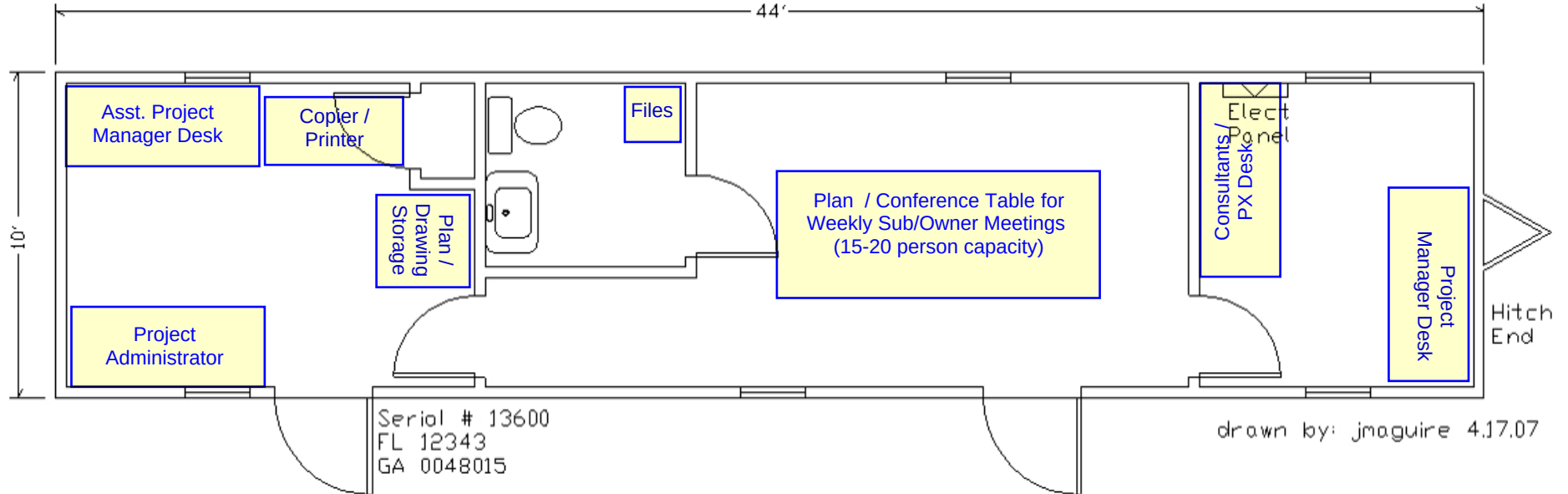
8'



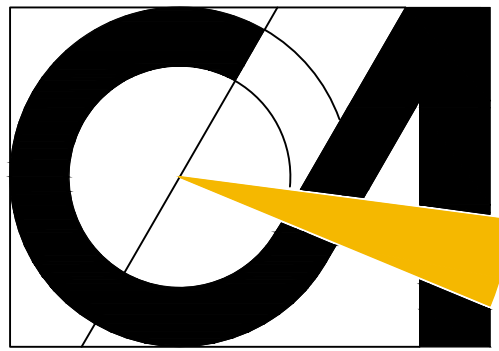
UNIT # 800725

10' x 44'

44'



drawn by: jmaguire 4.17.07



CORWILARCHITECTS
4210 LAGUNA ST. CORAL GABLES FL 33146
LIC.NO. AA-C002151 T.305.448.7383

PROJECT:

SERENO EAST
10201-10231 E.BAY HARBOR DR.
BAY HARBOR ISLANDS,
FLORIDA 33154

OWNER:

BAY HARBOR
HOLDINGS, LLC
150 SE 2ND AVENUE
SUITE 800
MIAMI, FL 33131

SITE PLAN

PHASE

PERMIT SET

REVISIONS

SEAL

THIS DRAWING IS THE PROPERTY OF CORWIL ARCHITECTS INC.
UNLESS OTHERWISE PROVIDED FOR BY CONTRACT,
THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL
AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY
EXCEPT AS AGREED TO BY THE ARCHITECT/ENGINEERS.

DATE: 11-03-14
JOB NO. 2013-80
DRAWN BY FG/GS/LC/MB
APPR BY AMC
FILE 2013-80
PRINTED DATE: 03-17-15

SHEET NUMBER:

A-1.00

SITE NOTES

- LOT SHALL BE GRADED TO PREVENT DIRECT OVERLAND DISCHARGE OF STORM WATER ONTO ADJACENT PROPERTY. REFER TO CIVIL DRAWINGS.
- OMITTED.
- R--> DENOTES RADIUS TO BE PROVIDED. REFER TO CIVIL DRAWINGS FOR DETAILS.
- CONTRACTOR SHALL PROVIDE DETECTABLE WARNING MATERIALS WHERE SHOWN. PROVIDE SHOP DRAWINGS FOR APPROVAL. ACTUAL LOCATION FOR DETECTABLE WARNING SHALL BE COORDINATED IN FIELD AND AS PER PREVAILING CODES AND STANDARDS.
- ALL PEDESTRIAN ROUTES SHALL SLOPE TO MEET AT CROSS WALKS. (2% MAX.) SLOPE SHALL BE MAINTAINED AT ALL WALKING SURFACES. REFER TO CIVIL DRAWINGS FOR ELEV.
- 3/4" MAX. THRESHOLD AT ALL EGRESS DOORS (TYP).
- COORDINATE ALL WORK WITH ALL OTHER TRADES.
- ALL GRADE SHALL SLOPE AWAY FROM BUILDING WALLS.

ZONING SUMMARY

10201 EAST BAY HARBOR DRIVE

LOT AREA 33,750 S.F +/- 0.7748 ACRES / 0.775 ACRES WHEN 11 FOOT AREA IS VACATED

LEGAL DESCRIPTION

Lot 8, Block 4 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. AND Lots 6 and 7, (LESS West 11 feet of Lots 6 and 7), in Block 4 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.

FLOOD ELEVATION
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 10.0' NGVD
CROWN OF THE ROAD 4.8' NGVD

RM1 - MULTI FAMILY RESIDENTIAL

ZONING CLASSIFICATION

FLR
(DETERMINED BY THE SETBACKS)

DISTRICT (WATERFRONT LOTS)
ALLOWABLE N/A
PROPOSED

MAXIMUM DENSITY 34 .77 26 38 (14 TDRs REQUIRED) WILL RESULT ON 49.35 DUA

SETBACKS 34 UNITS PER NET ACRE REQUIRED PROPOSED

PRINCIPAL FRONTAGE (E. BAY HARBOR DR.) Buildings less than 30 feet in height. 20 feet
Buildings less than 45 feet in height. 25 feet
Buildings less than 75 feet in height. 30 feet
20'-0" Below 30 feet. 30'-0" Above 30 feet

SIDE SETBACK maximum setback shall be 25 feet
REAR SETBACK (WATERFRONT) Buildings less than 30 feet in height. 10 feet
MAX. 25'-0" Above 30 feet
20'-0"

FLEX SETBACK (SIDES) BUILDING ALLOWABLE (Feet) PROPOSED (Feet)

LENGTH 110'-0" 36'-8" 62'-9"

MAXIMUM ALLOWED 1/3 OF LENGTH OF BUILDING 193'-2" 64'-4"

FRONT FLEX @ E. BAY HARBOR DRIVE

MAXIMUM BUILDING HEIGHT ALLOWABLE 75 feet above BFE PROPOSED 74'-2" above BFE

OPEN SPACE REQUIREMENT 20% OF LOT AREA MINIMUM 33,750 X .20 REQUIRED 6,750 SF PROPOSED 7,071 SF = 21%

ROOF DECK LANDSCAPE REQUIREMENTS 15% OF ROOF AREA MINIMUM 12,924 X .15 REQUIRED 1,939 SF PROPOSED 3,044 SF = 23.5 %

LOT COVERAGE (PERIMETER DETERMINED BY THE SETBACKS) ALLOWABLE DETERMINED BY SETBACKS PROPOSED 22,140 SF

BUILDING LENGTH THE MAXIMUM OVERALL LENGTH OF ANY SINGLE BUILDING IN A LINEAR SHAPE WITH NO BREAKS OR ANGLES GREATER THAN 15 DEGREES SHALL NOT EXCEED 205 FEET. ≤ 205 feet without breaks 205 feet in length

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. 216'-2" with a 25'-6" foot breezew ay

PARKING SPACE REQUIREMENTS RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & DROP-OFF AREA 78 REQUIRED ON-SITE 78

TOTAL PARKING SPACES (INCLUDING 2 H.C. SPACES) & DROP-OFF AREA 78

LEGAL DESCRIPTION

LOT 8, BLOCK 4 OF " BAY HARBOR ISLAND", ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
AND
LOTS 6 AND 7, (LESS WEST 11 FEET OF LOTS 6 AND 7), IN BLOCK 4 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.

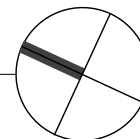
AREA OF PARCEL = 0.7393+/- ACRES

PATTERN LEGEND

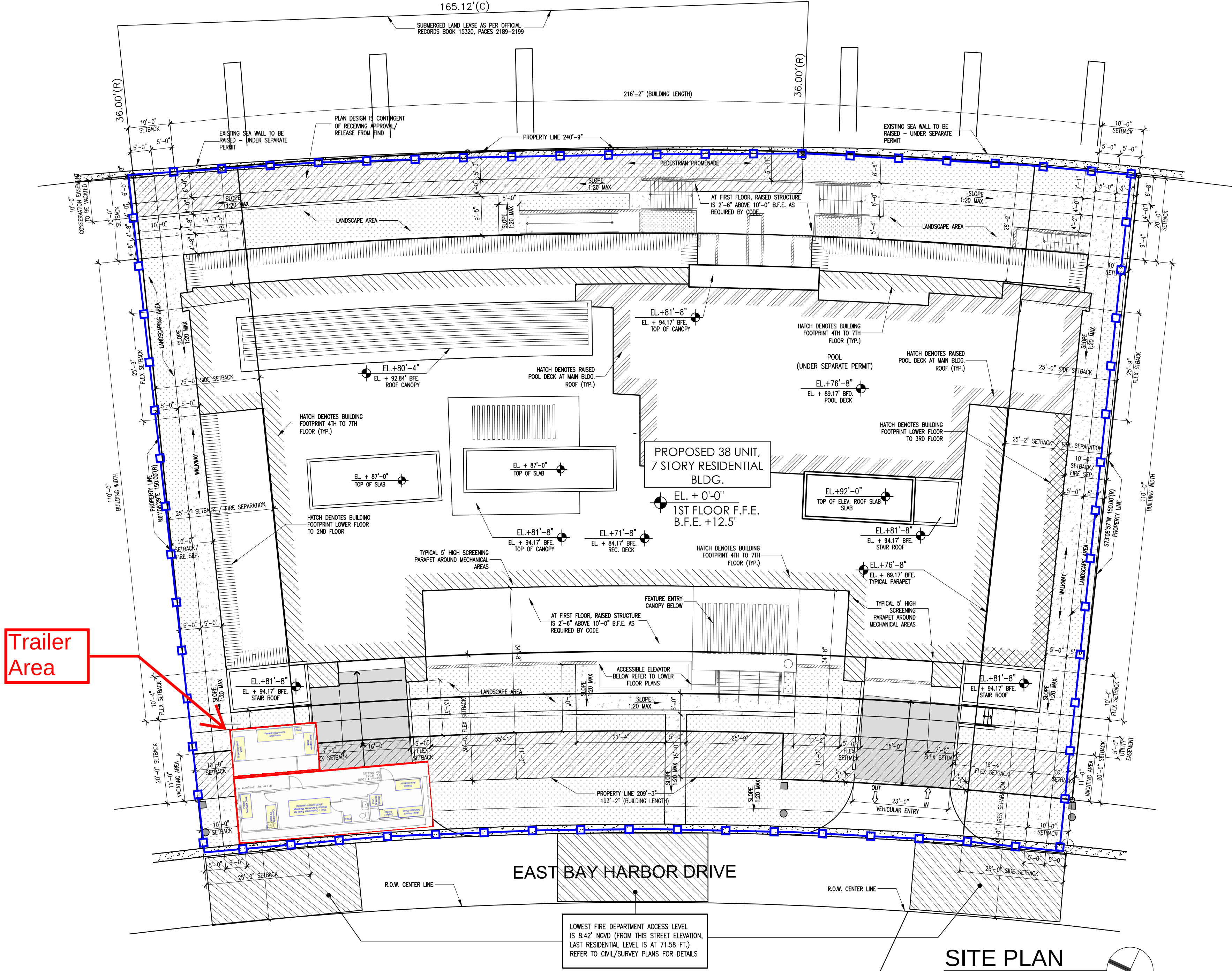
- LANDSCAPED/OPEN AREA
- EXPOSED CONCRETE SLAB (TYP)
- NEW CONCRETE WALKS
- DETECTABLE WARNING TILE/SHEET TO BE SELECTED.
- PAIN STRIPPED PEDESTRIAN CROSSWALK AREA
- PROPERTY LINE
- NEW ASPHALT, PAVEMENT.

SITE PLAN

SCALE: 1/16" = 1'-0"



Trailer Area



LOCATION MAP

SCALE: N.T.S.

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 21.

ITEM: Discussion requested by Council Member Reid regarding possible amendments to the Town Code for the regulation of below grade parking garages and vehicle parking lifts. Enclosed please find a staff report from Town Planner Miller.

DESCRIPTION:

At the May Town Council Meeting Council Member Reid asked for Staff to research possible amendments to the Town Code regarding the vehicle parking lifts, and the underground parking garages.

Enclosed find a Staff Report from Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

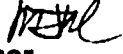
Submitted By: Marlene Siegel, Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	MM Staff Report	BHI TC Staff Report Garages May 28 2015.pdf
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**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 28th, 2015

Subject: Town of Bay Harbor Islands
Town Council Discussion Item
Below Grade Parking Garages / Vehicle Lifts
MMPA Acct. No. 01-0702-0500A

ISSUE:

At the May 11th, 2015 Town Council meeting Council Member Reid requested two (2) items be added to the June 2015 Town Council agenda for discussion. The first topic was to discuss banning future underground parking garages in new developments. The second topic was to discuss banning vehicle lifts in new developments. MMPA was requested to research existing developments and proposed new developments and provide information on those developments that have those features.

BACKGROUND / ANALYSIS

Due to the small size of the Town's development lots the Code, the realization that property owners were seeking re-development approvals, and the Town Code has required for many years that when a site is re-developed all on-street swale parking must be removed and all new required parking must be placed on the development site, the Town Council modified its Codes about 10 years ago to not only specify a certain amount / size / location of off-street parking spaces, but further, the Code specifically allows alternative parking lot designs, including tandem and mechanical lifts. Underground parking garages have never been prohibited in the Town and a few older complexes have this feature. About 1/3 of the newer re-development projects have either below grade parking garages and/or mechanical lifts (see attached chart). Five (5) of the newer projects have "deep" garages while most are depressed just a few feet. Any area in a building below Base Flood Elevation (BFE) must prove it is protected from flood waters and provide pumps / flood panels / etc. that satisfy the Building Official. Based on the Town Council's discussion staff can take the requested actions.

Town of Bay Harbor Islands

May 2015

East Island Multi-Family Residential

Existing/Under Construction/Approved Properties with Parking Lifts and Garages Below Grade / Below BFE

Property Name	Property Address	Below Grade	Below BFE	Lifts
Existing Residential Properties				
Ten Thousand Plaza	10000 West Bay Harbor Drive	N/A	N/A	N/A
Riva Bay Harbor	9400 West Bay Harbor Drive	-8'-11"*	-12'-4"*	Yes

Under Construction Residential Properties				
Monarch Hotel	9540-50 West Bay Harbor Drive	-8'-0"***	-11'-8"***	Yes
"O" Residences	9821-41 East Bay Harbor Drive	-0'-6"	-5'-10"	No
Bay Harbor Club	1025-35 92 nd Street	-3'-5"	-7'-6"	No
Ivory Condo	9261 East Bay Harbor Drive	-5'-4"	-7'-3 1/2"	No
Bay Harbor Residences	9940 West Bay Harbor Drive	-2'-6"	-6'-2"	Yes

Approved Residential Properties				
Royal House	9431-81 East Bay Harbor Drive	-10'-4"	-16'-0"	Yes
Island House	9201 East Bay Harbor Drive	-10'-10"	-16'-0"	Yes
Town Lofts	1100-20 100 th Street	-2'-0"	-6'-4"	No
La Boutique	9521-41 East Bay Harbor Drive	-4'-8"	-8'-8"	Yes
9290 Condo	9290 West Bay Harbor Drive	-10'-6"	-15'-4"	Yes

N/A – Information not available

* Based on 2010 Revised Plans at MMPA Office

** Based on Jan 31, 2014 Arch Plans – Note lobby level assumed to be BFE

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 22.

ITEM: Discussion requested by Town Manager Wasson regarding the possibility of amending the Town Code for consistency requiring submittal of final working plans for approved projects within 12 months and allow a one time extension of 180 days to be granted by the Town Manager.

DESCRIPTION:

It has been discovered that the Town Code contains some conflicting provisions on the time a development project must submit final working plans. Below are sections contained in (1) Chapter 5 which refer to the expiration of a development approval in general terms and also (2) sections contained in Chapter 23 relating to the expiration of development projects on the Gateway and PUD districts.

The Town Manager recommends that the code be made consistent requiring submittal of final working plans within 12 months and allow an extension of 180 days to be granted by the Manager.

Section 5-23 - Time for submitting final working plans.

Final working plans must be submitted to the Town Manager within 180 days of the approval of the preliminary plans. if not submitted within that time, the approval of the preliminary plans is automatically vacated. the Town Manager may extend the 180 day period for no more than 180 days.

Sec. 23-21 (j) - Gateway (G) Zoning District - *Legal effect of town approval*. Notwithstanding anything in the Code to the contrary, the approval of the application shall constitute the approved site development plan and the development regulations applicable to the property. The town council shall be prohibited from approving an application that would increase the intensity, density or height of development above that which is allowed by the adopted comprehensive plan and any land development regulations to implement the intensity standards. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted.

Any prior land development permits issued by the town, including but not limited to the PUD Overlay designation on Lots 35 through 37 of Block 4, shall remain in effect until such time as the town or property owner seeks to remove the designation and/or modify the approved development plan. The development criteria contained in this section shall supersede any other code provisions, however, existing development shall be permitted to remain until redevelopment is requested.

In the event that the owner wishes to modify an approved site development plan application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new application shall be filed and shall be subject to the terms and conditions of this section.

In the further event that the owner does not submit complete plans for building permits of

the main building to the town within 12 months and begin development within 18 months from the date of approval, the town's approval shall lapse. For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than 60 days, the project shall be deemed abandoned and the town's approval shall lapse.

Sec. 23-18 (f) - Planned Unit Development (PUD) zoning overlay district - *Legal effect of PUD.* Notwithstanding anything in the Code to the contrary, the approval of a PUD application shall be deemed a rezoning of the property. Notwithstanding anything in the zoning code to the contrary, breezeways shall not be required in this district unless the town council determines that a breezeway is necessary for aesthetic or other purposes. The approved PUD application shall constitute the approved development and the development regulations applicable to the property and shall not be subject to any variances as may be required by other sections of this Code, except that the town council shall be prohibited from approving a PUD application which would increase the intensity, density or height of development above that which is allowed by the comprehensive plan or underlying zoning district. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted. Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this section.

Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this ordinance.

In the event that the owner wishes to modify an approved PUD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new PUD application shall be filed and shall be subject to the terms and conditions of this section. **In the further event that the owner shall not begin development pursuant to the approved PUD application for a period exceeding six months, the PUD designation shall lapse and the overlay district shall terminate.**

The town council shall have full authority to approve, approve with modifications, or deny a PUD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the town council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PUD application.

RECOMMENDED ACTION:
Amend the Town Code.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Craig Sherman, Town Attorney

ATTACHMENTS

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 23.

ITEM: Discussion requested by the Town Council at the June meeting regarding possible amendments to the Town Code to regulate the size of construction trailers. Enclosed is information provided by the Town Planner.

DESCRIPTION:

The the June regular Council meeting, Staff was instructed to research the possible amendments to the Town Code to regulate the size of construction trailers. There are no Code provisions currently that regulate the appearance, location and size of temporary construction trailers, only the Town Council discretion applies.

Enclosed is the information supplied by the Town Planner, Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	MMiller staff report	BHI TC Staff Report Temp Trailers July 22 2015.pdf
2.	Proposed ordinance	Temp Construction Trailers Draft Ord July 22 2015.pdf
3.	Trailer research	BHI Temp Trailer Rsearch.pdf
4.	Sample trailer info	BHI Sample Trailer Info.pdf

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

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

CC: Ronald J. Wasson - Town Manager
Marlene M. Siegel - Town Clerk
Craig Sherman, Esq. - Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 22nd, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Temporary Construction / Sales Office Trailers
MMPA Acct. No.: 01-0702-500A

ISSUE

At the June 8th, 2015 Town Council an item was on the agenda requesting permission to install a temporary construction trailer at a redevelopment site (10201 EBHD). The Council initially expressed concern with the size of the trailer and the applicant agreed to reduce its size at the meeting. A follow-up discussion occurred about the size of temporary construction / sales trailers. Currently there are no Code restrictions on the size of temporary trailers, only that Town Council approval is required. MMPA was instructed to research this issue and suggest possible Code provisions to address this issue.

BACKGROUND / ANALYSIS

A contractor proposed to install a temporary construction trailer that was 24' x 44' (1,056 sq. ft.) in size. The Council felt that this trailer was too large and, after discussion, the applicant agreed to reduce the size of the trailer to 8' x 20' (160 sq. ft.) in size. Following are applicable Town Code provisions that currently apply to construction / sales trailers:

- Section 5-5(g)(8) states that TC approval is required for temporary field office construction trailers.
- Section 23-4(7) states that temporary sales and business offices, construction trailers and model dwelling units are permitted in the RM-1 and RM-2 Multiple family Zoning districts

Town of Bay Harbor Islands
Town Commission Staff Report
Temporary Construction Trailers, Sales and Business Offices
July 22nd, 2015
Page 2

in connection with the construction of dwelling units upon approval of the Town Council, including but not limited to such time limits and any other conditions as maybe imposed by the Council at its discretion.

- Section 23-6 references uses allowed in the RM-1 and RM-2 Districts which states that temporary construction trailers are permitted in the RM-3 Multiple family Zoning District.

Currently there are no Code provisions regulating the appearance, location or size of temporary construction trailers - only that the Town Council's discretion applies. Due to the increase in redevelopment activities the Town is receiving more requests for temporary construction facilities and sales offices on various development sites, including temporary fencing, trailers (construction / sales), toilets, staging and storage areas, etc.

As requested MMPA researched the regulations of numerous municipalities throughout Miami-Dade County / Broward County and did not find any municipality with Code provisions regulating the size of temporary construction / sales trailers. However, a few municipalities require Council approval (similar to BHI), which may have some type of "administrative" size limitations.

It should also be noted that temporary construction trailers are currently not permitted in the RD Single-Family District. Therefore, contractors typically utilize portable storage units (PSU). To staff's knowledge only one permit for a temporary construction trailer was ever requested on the West Island, but it was denied. The Town Code restricts PSU to 8 feet in width / 16 feet in length / 9 feet in height. Many of the redevelopment sites on the East Island also utilize PSU.

The platted lots on the East Island are typically quite small (75' x 150'). Due to the small lot sizes and allowable building footprints the typical location of trailers is near / partially in street swales. Larger development sites can accommodate more on-site facilities and larger trailers as setbacks increase. However, larger construction / sales trailers can have negative impacts on the community (traffic / appearance / construction site operations). Our research noted that temporary trailers can range anywhere from 8' x 20' (160 sq. ft.) to 48' x 60' (2,880 sq. ft.) in size (see attachments). Following are typical trailer sizes:

8' x 20' / 8' x 28' / 10' x 44' / 12' x 44' / 12' x 56' / 12' x 60' / 24' x 56' / Custom

According to Town staff currently there are three (3) temporary construction trailers in the Town (9940 WBHD = 10' x 30' / 9241-61 EBHD = 8' x 28', and 10201 EBHD = 8' x 20'), all of which are on the smaller side of the construction trailers on the market.

Limiting the overall size of construction trailers as well as the percentage of linear street frontage a trailer can occupy would assist in preventing negative impacts to the community. It is felt by staff that with specific regulations, the Town Manager could approve temporary construction trailers; while temporary sales offices should still require Town Council approval. Again, at present all temporary construction / sales trailers must be approved by the Town Council.

SUMMARY

At the June 8th, 2015 Town Council an item was on the agenda requesting permission to install a large temporary construction trailer at a redevelopment site. The Council initially expressed concern with the size of the trailer and the applicant agreed to reduce its size at the meeting. A follow-up discussion occurred about the desirable size of temporary construction / sales trailers. Currently there are no Code restrictions on the size of temporary trailers, only that Town Council approval is required. Section 5-5(g)(8) of the Town Code currently states that Town Council approval is required for temporary construction trailers. However, no size criteria is specified. The Town has developed a "standard size range" trailer size criteria over the years – mostly smaller due to the limited space. MMPA researched the regulations of numerous municipalities throughout north Miami-Dade County and Broward County and also inventoried the trailers currently located within the Town.

MMPA recommends the Town Council review this staff report and consider **APPROVING** modifications to the Code as per the attached draft ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO TEMPORARY CONSTRUCTION TRAILERS AND TEMPORARY SALES TRAILER OFFICES; AMENDING SECTION 5-5 OF THE BUILDINGS AND CONSTRUCTION CODE TO ESTABLISH ADDITIONAL REGULATIONS FOR TEMPORARY CONSTRUCTION TRAILERS AND TEMPORARY SALES TRAILER OFFICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's various Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of the Town, by establishing additional regulations for temporary construction trailers and temporary sales trailer offices; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Buildings and Construction Code is hereby amended to modify subsection 5-5(g) to establish additional regulations for temporary construction trailers and temporary sales trailer offices, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: The Town finds that the adoption of these regulations may have impacts on land development applications that have been previously approved by the Town or are in the process of being reviewed / acted upon by the Town; therefore, the Town Council finds that any Site Development Plan approval, or any pending land development application deemed complete and legally valid by the Town filed prior to the adoption of this Ordinance shall be “saved” and considered “grandfathered” and shall not be deemed a non-conforming use, and any such prior or pending land development approval shall be subject to the regulations in effect at the time of approval or application, provided no alterations are made to the project from the time of submission to the Town, or as long as the Site Development Plan approval is deemed valid as per Section 5-23 of the Town Code. Notwithstanding anything in this Code or Section 23-8 of the Code in particular, in the event of a natural calamity or other non-voluntary destruction of the structure the property may be reconstructed in accordance with the lawfully approved plans on file with the Town.

Section 3: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of August, 2015.

PASSED on Second Reading this 14th day of September, 2015.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 5

BUILDINGS AND CONSTRUCTION

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.

(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-approved equipment and/or off-duty police officers.
- (6) Construction fencing with visual/dust barrier.
- (7) Construction signs.
- (8) Temporary ~~field offices~~-construction trailer approval required by the town council manager in subsection 23-4(7)-, provided:

- (a) The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
- (b) No more than one (1) trailer is permitted per development site.
- (c) No trailer may exceed one-story / 12 feet in height above grade.
- (d) No trailer may exceed 530 square feet in size.

- (e) No trailer placed parallel to the street shall have a length exceeding 30 percent of the linear street frontage of the site for a one (1) lot development site and 15 percent of the linear street frontage of the site for a development site with more than one lot.
- (f) The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.
- (9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7);, provided:
 - (a) The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - (b) No office may exceed one-story / 12 feet in height above grade.
 - (c) The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.
- ~~(9)~~ (10) Use of meter parking spaces.
- ~~(10)~~ (11) Use of right-of-way.
- ~~(11)~~ (12) Provisions for pedestrian safety and pedestrian paths.
- ~~(12)~~ (13) Location of construction dumpsters and temporary bathroom facilities.
- ~~(13)~~ (14) 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.

Research for Construction Trailer – Allowance/Location/Size

A Summary of Research Found by Municipality

Aventura – Permits as a temporary use with an approved site plan, no other specific discussed;

Boca Raton – Permits with construction – no discussion on size or location requirements;

Coral Springs – Permits with construction, only on plot under construction, only with issuance of BP to CO;

Fort Lauderdale – Permits them as accessory use and has a discussion on other types of temporary uses such as “Temporary Sales or Construction Trailers” (allowed from BP to CO); “Construction Staging Area”, and “Portable Storage Units”. No specific discussion on size limitations;

Golden Beach – Permits Construction Trailers with active BP in Section 66-6 – “Minimum size to facilitate construction operations and is located in the front yard with construction fence, a minimum of ten feet from property line.” Posting of a bond required;

Hallandale Beach – Permits and has an extensive Construction Site Requirements Section of their City Code (Section 32-760-775). Nothing on construction trailer size limitations, but entire construction site plan is required to be approved by CC;

Miramar – Permitted with approved site plan, no size limitations discussed;

Miami Shores – Permits them with approval from BO or TM; No size limitations discussed but must be on property being constructed;

North Lauderdale – Under Temporary Structures – permits but no size limitation discussed;

North Miami – Permits Temporary Construction Trailers – “On site as prescribed by the Director but no longer than 60 days after CO”;

Oakland Park – Permits with active BP;

Parkland – Permits with approved site plan – has requirements for placement, appearance, and screening but no size limitations;

Sunny Isles Beach – Permits temporary sales trailers with approved BP – has design and landscaping requirements but no size limitations – must be removed within one year following last BP;

Sunrise – Permits Temporary Construction Trailers – Max 5 per site with setbacks and with an approved site plan and BP; removed at completion;

West Park – Permits with BP.



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Ground-Level Container Office

OFFICE

Work Spaces

Multi-Use Offices

Private Offices

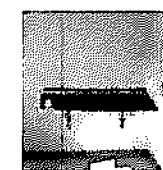
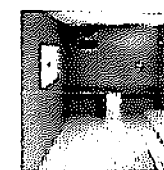
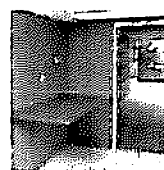
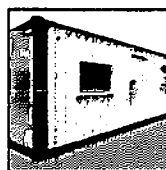
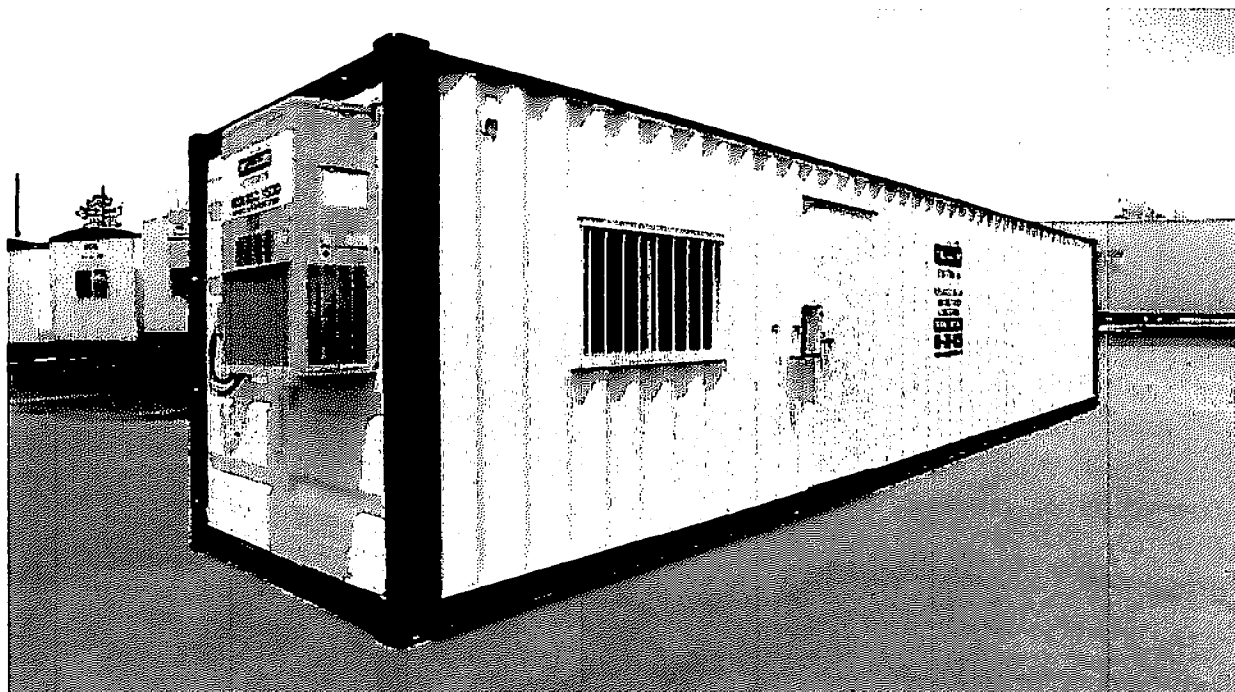
Sales Offices

Ground-Level Office
Container (GoSpace)

Meeting Spaces

Support Spaces

Swing Space



Our GoSpace™ ground-level office containers provide...

you convenient access to on-site office space. With GoSpace, we're able to set up your space quickly and easily without the need of steps, ramps, tie-downs or skirting.

GoSpace is available in three floor plans.

- 20' x 8' all office
- 40' x 8' all office
- 40' x 8' office/storage combo



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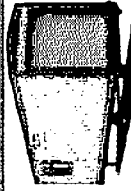
> HQ Ground Level Office



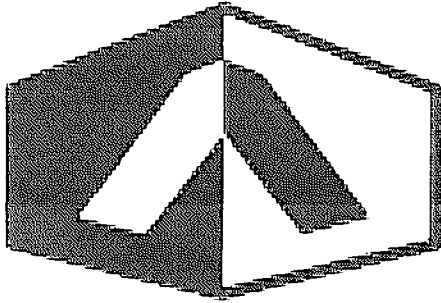
> 8'x20' Office Trailer



> 8'x28' Job Site Office Trailer



> 8'x28' Office/Storage Trailer



ACTON MOBILE

(1)

800-251-1600



(/m-quote-request-office)

 Mobile Office Trailers

Service Request

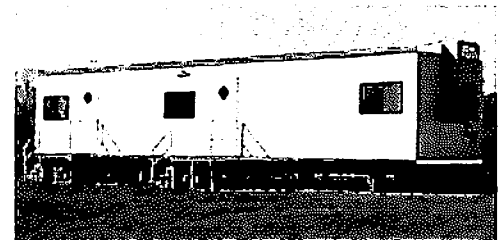
(/SpecialPages/forms/jobsite-service.aspx)

Mobile Office Trailers

A trailer is a trailer is a trailer... Unless it is a mobile office trailer from Acton Mobile!

More than 10,000 mobile office trailers available through 21 locations means your project site is not more than 48 hours away from having the workspace you require. Our clean, modern fleet is engineered for demanding construction sites.

Mobile office trailers are available for rent or purchase. Choose from a wide range of standard floors plans or let us help you design a custom configuration to meet your exact office trailer needs.



Delivery, setup, maintenance, and pick up service are available. Our fleet meets all federal, state, and local codes.

Exceptional Customer Service

Providing exceptional customer service and a superior customer experience is an Acton Mobile core value. From setup to pick up, our construction site experts are there to add value and let you focus on your main job. The entire Acton Mobile team is proud to meet our customers' needs on time and within budget.

View: [Deluxe Mobile Office Trailers](#) [Standard Mobile Office Trailers](#)

[Specialty Mobile Office Trailers](#)

Deluxe Mobile Office Trailer Models

Deluxe units include upgraded interior features. Exteriors are finished in T-1_11 wood. In addition to stock floorplans, custom configurations are available.

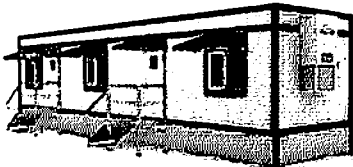


Single-Wide Deluxe Mobile Office (model 820)(/office-trailers/single/single-wide-deluxe-mobile-office-820)

8' x 20'

Our 20 foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-820\)](#)



Single-Wide Deluxe Mobile Office (model 1244)(/office-trailers/single/single-wide-deluxe-mobile-office-1244)

12' x 44'

Our 44-foot office model features one large, open office space, one private office, and one large central bathroom.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1244\)](#)



Single-Wide Deluxe Mobile Office (model 1260)(/office-trailers/single/single-wide-deluxe-mobile-office-1260)

12' x 60'

Our 60-foot office model features one large, open office space, one private office, and one large central bathroom.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1260\)](#)

Single-Wide Deluxe Mobile Office (model 1032)(/office-trailers/single/single-wide-deluxe-mobile-office-1032)

**10' x 32'**

Our 32-foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1032\)](#)



Single-Wide Deluxe Mobile Office (model 1042)(/office-trailers/single/single-wide-deluxe-mobile-office-1042)

10' x 42'

Our 42-foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1042\)](#)

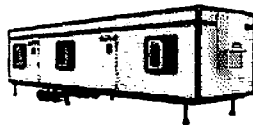


Single-Wide Deluxe Mobile Office (model 1244)(/office-trailers/single/single-wide-deluxe-mobile-office-1244)

12' x 44'

Our 44-foot mobile office models come with two offices, an optional bathroom, and can be customized with steps, ramps, skirting, awnings, and more.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1244\)](#)



Single-Wide Deluxe Mobile Office (model 1260)(/office-trailers/single/single-wide-deluxe-mobile-office-1260)

12' x 60'

Our 60-foot mobile office models come with two offices, an optional bathroom, and can be customized with steps, ramps, skirting, awnings, and more.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1260\)](#)



Double-Wide Deluxe Mobile Office (model 2460)(/office-trailers/multi/double-wide-deluxe-mobile-office-2460)

24' x 60'

Our largest standard workspace, our 60 foot modular office comes with four private offices, large lobby, and dual bathrooms. You can customize this model with add-ons like ramps, skirting, awnings, and more.

[Details\(/office-trailers/multi/double-wide-deluxe-mobile-office-2460\)](#)

Standard Mobile Office Trailer Models

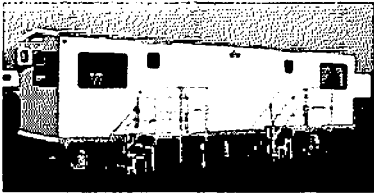
Our standard mobile office trailer models are available in many sizes and configurations. We can also customize a unit to match your exact requirements. Interiors are finished with paneled walls and vinyl or tiled floors, horizontal slider windows, fluorescent lights, air conditioning and baseboard heat. Exteriors are aluminum siding with drip-rail gutters.



**Mobile Office Trailer (model 824)(/office-trailers/single/mobile-office-trailer-824)
8'x20', 160 SF (nominal)**

Compact 8' x 20' design features built-in desk with file cabinets, heat, and air conditioning.

[Details\(/office-trailers/single/mobile-office-trailer-824\)](#)

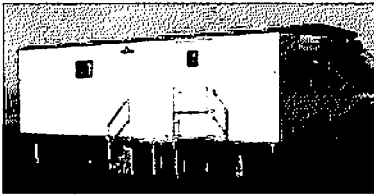


Mobile Office Trailer (model 836)(/office-trailers/single/single-wide-mobile-office-trailer-836)

8'x32', 256 SF (nominal)

Efficient design includes two entry doors and six double windows. Optional configuration includes restroom and closet.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-836\)](#)

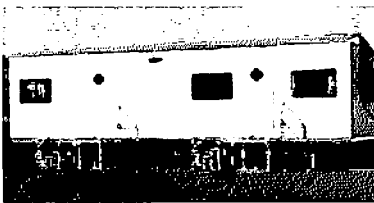


Mobile Office Trailer with Storage (model OS834)(/office-trailers/single/mobile-office-trailer-with-storage-os834)

8'x30', 240 SF (nominal)

Mobile office trailer with plenty of construction storage space. One of our most popular models!

[Details\(/office-trailers/single/mobile-office-trailer-with-storage-os834\)](#)

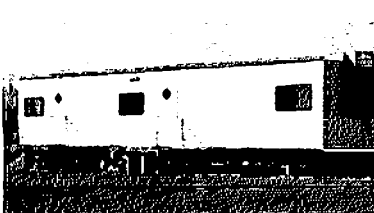


Single-Wide Mobile Office Trailer (model 1040)(/office-trailers/single/single-wide-mobile-office-trailer-1040)

10'x36', 360 SF (nominal)

Two offices with separate entries. Optional restroom available.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-1040\)](#)



Single-Wide Mobile Office Trailer (model 1050)(/office-trailers/single/single-wide-mobile-office-trailer-1050)

10'x46', 460 SF (nominal)

Two entry doors lead into a spacious interior with up to three work areas.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-1050\)](#)

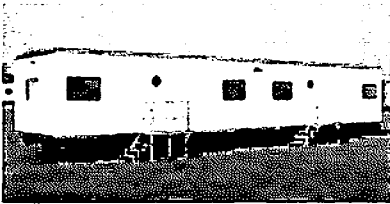


Extra-Wide Mobile Office Trailer (model 1250)(/office-trailers/single/extra-wide-mobile-office-trailer-1250)

12'x46', 552 SF (nominal)

An extra two feet wide adds plenty of space for a busy workspace.

Details(/office-trailers/single/extra-wide-mobile-office-trailer-1250)

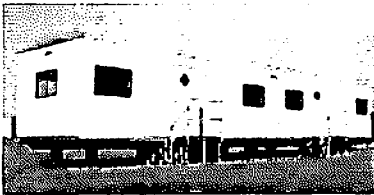


Extra-Wide Mobile Office Trailer (model 1260)(/office-trailers/single/extra-wide-mobile-office-trailer-1260)

12'x56', 672 SF (nominal)

Extra-wide and long means plenty of space for a busy workspace.

Details(/office-trailers/single/extra-wide-mobile-office-trailer-1260)



Super-Wide Mobile Office Trailer (model 1468)(/office-trailers/single/super-wide-mobile-office-trailer-1468)

14'x64', 896 SF (nominal)

Our most spacious single-wide mobile office trailer. Room for a large jobsite team, conference/meeting area and more.

Details(/office-trailers/single/super-wide-mobile-office-trailer-1468)

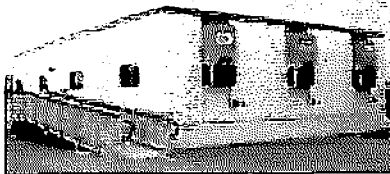


Double-Wide Mobile Office Trailer (model 2460)(/office-trailers/multi/double-wide-mobile-office-trailer-2460)

24'x56', 1,344 SF (nominal)

Four separate offices and a large common area come together in an efficient design.

Details(/office-trailers/multi/double-wide-mobile-office-trailer-2460)



Triple-Wide Mobile Office Trailer (model 3664)(/office-trailers/multi/triple-wide-mobile-office-trailer-3664)

36'x60', 2,160 SF (nominal)

Seven separate offices, a large common area and many other features.

Details(/office-trailers/multi/triple-wide-mobile-office-trailer-3664)

Quad-Wide Mobile Office Trailer (model 4864)(/office-trailers/multi/quad-wide-mobile-office-trailer-4864)

48'x60', 2,880 SF (nominal)



Ten separate offices and a large common area come together in this impressive complex.

[Details\(/office-trailers/multi/quad-wide-mobile-office-trailer-4864\)](#)



[Mobile Office Trailer Accessories\(/office-trailers/accessories\)](#)

A full line of equipment to customize your jobsite workspace.

[Details\(/office-trailers/accessories\)](#)



[Ground Level Mobile Office / Storage\(/office-trailers/single/ground-level-mobile-office-trailer-with-storage\)](#)

Size Varies

This model doubles as both a mobile office trailer and a construction storage unit, making it the perfect hybrid jobsite solution.

[Details\(/office-trailers/single/ground-level-mobile-office-trailer-with-storage\)](#)

Specialty Models

Specialty mobile and modular units are available to meet specific needs and challenges. If you do not see what you need, contact us to discuss a custom configuration.



[Mobile Sales Office\(/office-trailers/mobile-sales-office-1250so\)](#)

12'x46', 552 SF (nominal)

Establish the professional image your business deserves! Upgraded exterior is standard. Many available accessories.

[Details\(/office-trailers/mobile-sales-office-1250so\)](#)

Mobile Office Trailers

About Acton Mobile

[Overview\(/about-acton\)](#)

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 24.

ITEM: Discussion requested by Mayor Leonard regarding the possibility of applying for historic designation for the Town owned gas station located at Causeway Island. This was one of the five locations recommended by the 2006 Historic Survey.

DESCRIPTION:

Attached is information included in the 2006 Historic Structure Survey.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Excerpts - Historic Structure Survey 2006	excerpts - gas station.pdf
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- **Criterion B** relates to an individual resource's association with a person or persons significant on the local, state, or national level. A historic district may also be significant under Criterion B for buildings that are associated with significant individuals. The *Shepard Broad House* (DA10277) is eligible for listing in the NRHP under Criterion B for its association with the life and productive career of the founder and developer of Bay Harbor Islands, Shepard Broad, who was a prominent individual in the Miami area and in several other states through his associations with businesses, banking, and legal practice.
- **Criterion C** relates to buildings or historic districts that embody one or more distinctive architectural styles or types, or can be attributed to known architects or master craftsmen. *Bay Harbor Towers* (DA10240), among other resources, is significant under Criterion C as a well-preserved large-scale building possessing the characteristic features of MiMo architecture, which defined the landscape of the Miami area from the late 1940s through the 1960s and continues to exemplify the post-World War II resort culture of south Florida.

6.5 Historic Resources Eligible for Individual Listing in the NRHP

As part of the Bay Harbor Islands *Historical Structure Survey*, GAI identified resources in the town that are eligible for listing in the NRHP and/or as potentially locally designated historic landmarks. Because this was a reconnaissance-level survey, these evaluations were based on exterior examinations only along with basic historical research. Using the following recommendations as a baseline, the Town should consider a historic preservation initiative to establish a process of local historic designation to identify and better manage its significant historical and architectural resources. This would typically involve a detailed exterior and interior examination, comprehensive historic research, and a determination of historic boundaries for each resource. This should be followed by coordination with property owners for formal nomination of the historic resources to the NRHP and/or as Bay Harbor Islands historic landmarks. Table 2 lists the recommended historic resources evaluated during the 2006 survey, along with their FSMF number, name (where applicable), address, and the applicable local and/or NRHP eligibility.

Table 2
Resources in the Bay Harbor Islands Survey Area Eligible for Individual Listing as Local Historic Landmarks and/or in the National Register of Historic Places

Resources Eligible for Local or NRHP Listing				
FSMF No.	Name	Address	Individually Locally-Eligible?	Individually NRHP-Eligible?
DA10123	Broad Causeway	Over Biscayne Bay	Yes	No
DA10126		1025-1047 92nd Street	Yes	No
DA10127		1040 92nd Street	Yes	No
DA10129		1050 92nd Street	Yes	No
DA10134		1140 93rd Street	Yes	No
DA10135		1130 93rd Street	Yes	No
DA10139		1020 93rd Street	Yes	No
DA10140		1025-1029 94th Street	Yes	No
DA10141		1030-1040 94th Street	Yes	No
DA10145	Bay Harbor Fine Food Market	1075-1077 95th Street	Yes	No
DA10146		1060 95th Street	Yes	No
DA10148		9560-9580 West Bay Harbor Drive	Yes	No
DA10149	Colonial Manor	9370 West Bay Harbor Drive	Yes	No

Resources Eligible for Local or NRHP Listing					
FMSF No.	Name	Address		Individually Locally-Eligible?	Individually NRHP-Eligible?
DA10150		9201-9241	West Bay Harbor Drive	Yes	No
DA10152		9140	West Bay Harbor Drive	Yes	No
DA10153		9110	West Bay Harbor Drive	Yes	No
DA10156	Bay Park Apartments	9200	East Bay Harbor Drive	Yes	No
DA10157		9270-9290	East Bay Harbor Drive	Yes	No
DA10158		9300	East Bay Harbor Drive	Yes	No
DA10159	Lido Apartments	9370	East Bay Harbor Drive	Yes	No
DA10160		9350-9354	East Bay Harbor Drive	Yes	No
DA10161	Royale House	9431	East Bay Harbor Drive	Yes	No
DA10162	Royale House (#2)	9461	East Bay Harbor Drive	Yes	No
DA10167	French Bakery	1019-1023	Kane Concourse	Yes	No
DA10168		1177	Kane Concourse	Yes	No
DA10173		1125	97th Street	Yes	No
DA10174		9720-9740	Bay Harbor Terrace	Yes	No
DA10175		1050	98th Street	Yes	No
DA10176		1060-1080	98th Street	Yes	No
DA10177		1065	98th Street	Yes	No
DA10178		1073-1075	98th Street	Yes	No
DA10185		1170	99th Street	Yes	No
DA10189	Rex Gardens Condominium #2	1085-1101	99th Street	Yes	No
DA10190		1100	100th Street	Yes	No
DA10191		1120-1124	100th Street	Yes	No
DA10192		1130	100th Street	Yes	No
DA10193		1140-1144	100th Street	Yes	No
DA10200		1155	101st Street	Yes	No
DA10201		1165	101st Street	Yes	No
DA10206		1150-1152	102nd Street	Yes	No
DA10207		1131-1145	102nd Street	Yes	No
DA10208	Bay Harbor Club	1155	103rd Street	Yes	Yes
DA10209		1170	103rd Street	Yes	No
DA10210	Coral Sea Towers	10300	West Bay Harbor Drive	Yes	Yes
DA10215		10080-84	West Bay Harbor Drive	Yes	No
DA10216		10101	West Bay Harbor Drive	Yes	No
DA10217		10081	West Bay Harbor Drive	Yes	No
DA10218		9901	West Bay Harbor Drive	Yes	No

Resources Eligible for Local or NRHP Listing					
FMSF No.	Name	Address		Individually Locally-Eligible?	Individually NRHP-Eligible?
DA10219		9871-9881	West Bay Harbor Drive	Yes	No
DA10222	Bay Harbor Townhouse	9720	West Bay Harbor Drive	Yes	No
DA10223		9700	West Bay Harbor Drive	Yes	No
DA10224	Islands Café/London Tavern	9601	East Bay Harbor Drive	Yes	No
DA10225	Bay Harbor Inn/Palm Rest.	9650-9660	East Bay Harbor Drive	Yes	No
DA10226	Carroll Walk (West Side)	9770-9790	East Bay Harbor Drive	Yes	No
DA10227	Melody Manor	9781	East Bay Harbor Drive	Yes	No
DA10230	Trio Apartments	9870-9882	East Bay Harbor Drive	Yes	No
DA10231		9890	East Bay Harbor Drive	Yes	No
DA10232		9900	East Bay Harbor Drive	Yes	No
DA10233	Skylark	9901	East Bay Harbor Drive	Yes	No
DA10236	The Driftwood	9955	East Bay Harbor Drive	Yes	No
DA10237		9970-9980	East Bay Harbor Drive	Yes	No
DA10238	The Anchorage	10001	East Bay Harbor Drive	Yes	No
DA10240	Bay Harbor Towers	10141-43	East Bay Harbor Drive	Yes	Yes
DA10243		10200-90	East Bay Harbor Drive	Yes	No
DA10244	The Vogue Apartments	10201	East Bay Harbor Drive	Yes	No
DA10245	Town and Country	10231	East Bay Harbor Drive	Yes	No
DA10247	Harbour Bay Condominium	10281	East Bay Harbor Drive	Yes	No
DA10248		10301	East Bay Harbor Drive	Yes	No
DA10269		9520	West Broadview Drive	Yes	No
DA10274		9414	West Broadview Drive	Yes	No
DA10275		9408	West Broadview Drive	Yes	No
DA10277	Shepard Broad House	9405	East Broadview Drive	Yes	Yes
DA10298		9641	Broadview Terrace	Yes	No
DA10309		1360	98th Street	Yes	No
DA10316		9820	Broadview Terrace	Yes	No
DA10322		1251	98th Street	Yes	No
DA10337		1330	99th Street	Yes	No
DA10345		9950	Broadview Terrace	Yes	No
DA10376		1230	103rd Street	Yes	No
DA10388		9933	East Broadview Drive	Yes	No
DA10406		10331	East Broadview Drive	Yes	No
DA10409		10250	West Broadview Drive	Yes	No
DA10436	Citgo	1501	Broad Causeway	Yes	Yes



AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 25.

ITEM: Discussion requested by Mayor Leonard regarding the possibility of adopting an ordinance encouraging architects to obtain LEED certification.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 26.

ITEM:

Discussion requested by Council Member Yaffe regarding concrete driveways in the single family district. Enclosed is a copy Section 5-19.2 of the Town Code and supporting documents.

DESCRIPTION:

This discussion item pertains to the use of concrete on driveways. Enclosed is the pertinent section of the Town Code.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Driveway regulations	Sec.5-19.2. Driveways.pdf
2.	Driveways photos	Driveways- Photos.pdf

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side yard lot line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.
- (d) *Size of driveways.*
 - (1) *Straight driveway configuration:* Unless otherwise approved by the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet.
 - (2) *Circular driveway configuration:* Unless otherwise approved by the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.
- (e) *[Prohibited construction materials.]* The following materials shall be prohibited in the construction of driveways and all other parking areas, except as provided in subsection (f) below:
 - (1) Loose gravel.
 - (2) Epoxy chattahoochee.
 - (3) Plain concrete.
- (f) *[Use of colored concrete.]* The use of plain concrete impregnated with color is allowed. The use of plain concrete in the BAA zoning district is also allowed.
- (g) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with subsections (e) and (f) of this section.
- (h) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.
- (i) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.
- (j) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.



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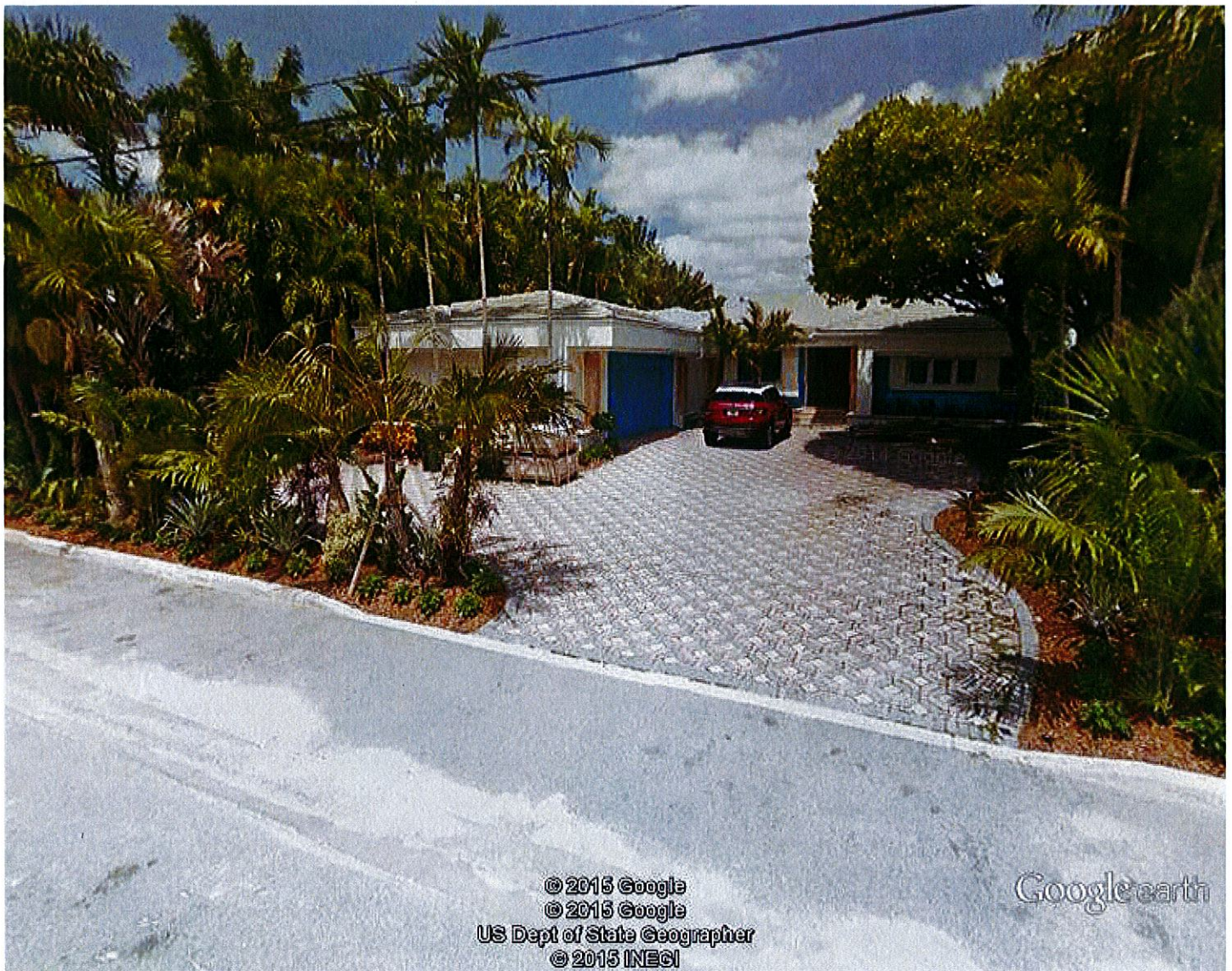




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AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 27.

ITEM: Discussion requested by Council Member Yaffe regarding the Town's regulations for portable storage units (PSUs), also known as PODS. Enclosed is a copy of the Section 23-20 of the Town Code.

DESCRIPTION:

Enclosed is a copy of Section 23-20, Portable Storage Units for the purpose of discussion.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	PSUs regulations	PSUs regulations.pdf
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Sec. 23-20. - Portable storage units.**(a) Definitions.**

Portable storage unit(s) means any container designed for the storage of personal property which is typically rented to owners or occupants of property for their temporary use and which is delivered and removed by truck.

Site means a piece, parcel, tract, or plot of land occupied or to be occupied by one or more buildings or uses and their accessory buildings and accessory uses which is general considered to be one unified parcel.

- (b) Number, duration and removal.** There shall be no more than one portable storage unit per site. No portable storage unit shall remain at a site in a residential district in excess of 14 consecutive days, and portable storage units shall not be placed at any open site in a residential district in excess of 28 days in any calendar year. No portable storage unit shall remain at a site in a nonresidential district in excess of 30 consecutive days, and portable storage units shall not be placed at any one site in a nonresidential district in excess of 60 days in any calendar year.

If the chief building official determines that placement of a portable storage unit at a site where construction is taking place will not adversely impact the surrounding community and is otherwise appropriate, the chief building official may allow a portable storage unit to remain at the site for a period in excess of the time limitations which would otherwise apply.

- (c) Conditions.** Portable storage units are subject to the following conditions when located on a property or site:

- (1) PSUs shall not exceed eight feet in width, 16 feet in length and nine feet in height.
- (2) PSUs shall be placed either on the driveway, approved parking area, or in the buildable portion of the lot and shall not be placed in the right-of-way, or in such other location as may be approved by the town.
- (3) All PSUs shall have the name and current phone number and address of the company providing the PSU, and the date the PSU was placed at the site clearly posted on the exterior. No other signage shall be allowed on a PSU. Allowed signage shall not exceed six feet square containing the signage and no more than two sides of any PSU shall contain signage.
- (4) PSUs shall be locked and secured by the owner or tenant of the unit or property at all times when loading or unloading is not taking place. Storage of hazardous material is prohibited.
- (5) If the National Weather Advisory Service or other qualified weather advisory service identifies weather conditions which are predicted to include winds of 75 mph or greater, all PSUs will be removed from all properties and placed in approved storage locations at least 24 hours prior to the predicted onset of such winds or as soon as reasonably practical if less notice is provided. This requirement may be modified by the chief building official upon receipt of adequate documentation from an architect or engineer or other professional qualified to give such opinion that a greater wind loading pertain to a particular PSU model or manufacturer so that the PSU is unlikely to be moved by winds greater than the predicted winds. As an alternative to removal, the PSU vendor may submit a tie-down proposal for approval by the chief building official and each PSU not removed shall be tied down in the approved manner.

- (d) Maintenance.** The owner and operator of any site on which a portable storage unit is placed shall be responsible to ensure that the portable storage unit is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.

- (e) *Permits.* It shall be unlawful for any person to place or permit the placement of a portable storage unit on property which he or she owns, rents, occupies or controls without first having obtained a permit therefor. Application for a permit shall be made to the town on a form provided by the town. The application shall include the signature of the property owner or the property owner's agent in order to ensure that the property owner has full knowledge of and consents to placement of the portable storage unit on his or her property. A permit fee in the amount established by resolution of the town council shall accompany the application.

(Ord. No. 686, § 1, 8-13-01)