

TOWN OF BAY HARBOR ISLANDS

August 13, 2018

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. MPS SuperHero Foundation

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

2. Vacation Rentals
Report on Investments Performance - Charles Sachs, BNY Mellon

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

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:

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

3. **Approval** of the following Meeting Minutes:
 - a. September 25, 2017 - Budget Public Hearing
 - b. October 24, 2017 - Special Council Meeting
 - c. November 13, 2017 - Regular Council Meeting
 - d. November 20, 2017 - Special Council Meeting
 - e. December 11, 2017 - Public Hearing
 - f. January 8, 2018 - Regular Council Meeting
 - g. February 12, 2018 - Regular Council Meeting
 - h. March 12, 2018 - Regular Council Meeting
 - i. April 16, 2018 - Organizational Meeting
4. **Consideration** and **Approval** for the purchase of a new police marine patrol vessel for \$194,485.00 from Brunswick Commercial and Government Products. The purchase will be through the Florida Sheriffs 1122 Program which piggybacks a federally negotiated pricing/contract. Bids were requested from six (6) boat manufacturers. Documents explaining the program and other quotes are attached.
5. **Approval** of an **agreement** with the Miami Dade County School Board for an address verification system. The agreement will put in place a process to verify address for students attending RKBBHK-8 and would require reporting to the Town.
6. **Approval** of a Memorandum of Understanding between the Miami Dade County School Board through the School Board Police Department and the Town of Bay Harbor Islands Police Department establishing guidelines for the placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools.
7. **Approval** of a Memorandum of Understanding between the Town of Surfside, Bal Harbour Village and the Town of Bay Harbor Islands to share costs to provide a police officer (resource officer) at RKBBHK-8.
8. **Approval** of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2018 to July 14, 2019 in the amount of \$133,539. Enclosed is a memorandum from Finance Director, Melissa Cruz.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

9. **Consideration and Approval** of an ordinance on **second** reading amending the Town Code to provide enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

10. **Approval** of an ordinance on **second** reading requested by Council Member Yaffe amending Section 5-23.01 providing for staggered terms for the members of the Planning and Zoning Board. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDINGS AND CONSTRUCTION, BY AMENDING SECTION 5-23.01 TO PROVIDE FOR A STAGGERED PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

11. **Approval** of an ordinance on **second reading** amending Chapter 20 of the town code relating to utility billing and collections. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-7, 20-11, AND 20-15.1 TO PROVIDE FOR UNIFORM BILLING, PAYMENT, COLLECTION, AND THE FILING OF LIENS IN CONNECTION WITH UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

12. **Consideration and Approval** of an ordinance on **first** reading requested by Council Member Yaffe amending Chapter 23 relating to vehicle parking lifts. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING, BY ADDING SECTION 23-24(H) ENTITLED VEHICLE PARKING LIFTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

13. **Consideration and approval** of a proposed ordinance on **first** reading amending the Town Code with regard zoning and planning regulations to address the minimum open space requirements and second story building area requirements in the RD Single-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ZONING AND PLANNING REGULATIONS TO ADDRESS MINIMUM OPEN SPACE REQUIREMENTS AND SECOND STORY BUILDING AREA REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-1 OF THE ZONING AND PLANNING CODE ENTITLED DEFINITIONS; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

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

14. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction for one (1) dwelling unit from the Villas at Bay Harbor Condo Association (1166 98th Street) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

15. **Consideration** and **Approval** of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units from Northern Start Condo Association (9725-9745 Bay Harbor Terrace) to Atlantis 103, LLC (10281 West bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

16. **Consideration** and **approval** of Contract award to Arrow Asphalt and Engineering Inc. in the amount of \$225,000.00, for resurfacing roadways in Zone 2. Enclosed is a copy of the bid tabulations and other pertinent information.

STAFF RECOMMENDATION: Approval

POLL VOTE

17. **Consideration** and **approval** of 95th Street Park Project budget in the total amount of \$181,000 and Contract award to West Construction, Inc. for construction of the 95th Street Park. Enclosed are the bid analysis and a detailed memorandum from the Town Manager.

STAFF RECOMMENDATION: Approval

POLL VOTE

18. **Approval** of contract award to Brute Proof LLC. in the amount of \$29,750 to purchase a HyperV Terminal Server for the administrative computer network. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

19. **Discussion** requested by Council Member Yaffe regarding the meeting date for the Charter and Ordinance Review Committee. The next date of the committee is set by resolution to review the Charter every 10 years, 2022 with the committee becoming active 12 months prior.

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 13, 2018

ITEM NUMBER: 1.

ITEM: MPS SuperHero Foundation

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. MPS Foundation - Information

What Is MPS II (Hunter Syndrome)?

According to National MPS Society, Hunter Syndrome, also referred to as Mucopolysaccharidosis type II or MPS II, is a progressively degenerative genetic disease that almost exclusively affects males. Boys with MPS II are deficient in the enzyme iduronate-2-sulfatase that helps breakdown glycosaminoglycans (GAG). The net result is that GAG builds up in cells and organs throughout the body. Because this chemical decomposition is unable to happen, these cells continuously accumulate to toxic levels and build up can lead to a fairly uniform plethora of symptoms and can begin around 2-5 years of age. These symptoms include stunted growth, coarse facial features, stiff joints, intellectual disability, serious physical deformities, significant damage to the brain & organ function and eventually leads to premature death. The severe form often includes progressive cognitive impairment and a life span of approximately 12-15 years old. Currently, there is no cure for individuals affected by this disease, which is why funding to bring the research by geneticists to the first phase of human clinical trials is so crucial. Today, the only treatment available for MPS II is enzyme replacement therapy (ERT). ERT for MPS II was approved by the FDA in 2006 and is known as Elaprase®. Elaprase® is a manufactured version of the body's natural iduronate sulfatase enzyme. It does not cross the blood-brain barrier at normal doses and thus is not anticipated to have an impact on any neurocognitive decline occurring in individuals with MPS II. Treatments of Elaprase® are given weekly through intravenous infusions. Scientists and geneticists who study MPS II continue to look for better and more effective ways to treat this disease and ultimately hope for a cure.

What Causes MPS II (Hunter Syndrome)?

Mucopolysaccharides are long chains of sugar molecule used in the building of connective tissues in the body.

- “saccharide” is a general term for a sugar molecule (think of saccharin)
- “poly” means many
- “muco” refers to the thick jelly-like consistency of the molecules

There is a continuous process in the body of replacing used materials and breaking them down for disposal. Children with MPS II are missing an enzyme called iduronate sulfatase, which is essential in cutting up the mucopolysaccharides called dermatan and heparan sulphate. The incomplete broken down mucopolysaccharides remain stored in cells in the body causing progressive damage. Babies may show little sign of the disease, but as more and more cells become damaged, symptoms start to appear.

How common is MPS II (Hunter Syndrome)?

This is a rare condition affecting 1 in 100,000 to 1 in 150,000 males. There is an estimate in the United States that 1 in 25,000 births will result in some form of MPS.

How is the disease inherited?

MPS II occurs in boys, and girls may be carriers of the gene for MPS II. Although rare, MPS II has been diagnosed in girls. All families of children with MPS II should seek further information from their doctor or genetic counselor before planning to have more children. If the mother is a carrier, there is a 50% risk that any boy born will have the disease. The sisters and maternal aunts of a person with MPS II may be carriers of the disease and would also have a 50% chance of passing the syndrome to a son. There are tests available for carriers, so it is important for all female relatives on the mother's side to seek advice from their doctor.

What are the Signs and Symptoms of Hunter Syndrome?

Symptoms usually develop at 2 to 5 years of age and can include the following:

- Stunted growth
- A bloated or inflated abdomen
- Coarse facial features (large forehead, thick neck, tongue & lips, bushy eyebrows, flattened nose, chubby rosy cheeks)
- Intelligence impaired in more severe forms
- Cognitive delays such as late walking talking and recognition
- Hearing loss
- Joint stiffness
- Carpal tunnel syndrome
- Sleep apnea
- Poor peripheral vision
- Thickening of the heart valves
- Obstructive airway disease
- Frequent coughs, colds and infections
- Enlarged liver and spleen
- Missing an essential enzyme necessary for breaking down sugars in the body

Diagnosis

Early diagnosis of MPS II is crucial for a child's life. The earlier MPS II is diagnosed, the sooner potential treatment options can be explored and supportive care may be started to potentially prevent some of the permanent damage that may be caused by the disease. To diagnose MPS II, the doctor will typically first do a urine test to look for levels of GAG that are higher than normal. The results are compared to levels of GAG that are known to be normal for various ages. Most, but not all, individuals with MPS have GAG levels in their urine that are higher than those of individuals without MPS. A urine test is only one of the first steps in diagnosing MPS II; a clear diagnosis requires a test to measure levels of enzyme activity in the blood or skin cells. In healthy individuals, the tests show white blood cells, serum and skin cells that contain normal levels of enzyme activity. In individuals with MPS II, the enzyme activity levels are much lower or absent.

Is There A Cure For Hunter Syndrome?

Currently there is no definitive cure for Hunter Syndrome. Geneticists have completed critical research that leads them to believe they may possibly be close to a cure for MPS II. However, funding is ultimately the only barrier holding geneticists back from moving to the first phase of human clinical trials. Therefore, the only thing currently available to children suffering from MPS II is the first FDA approved enzyme replacement therapy (ERT) known as Elaprase® (idursulfase). This is the only treatment currently approved for Hunter syndrome in the United States. It replaces the protein their body doesn't make. Elaprase® is administered into the body through an IV. This is a long, painful, weekly process that carries with it significant risks of adverse reactions, including anaphylactic shock. Elaprase® does not cross the blood brain barrier so it cannot help any damage Hunter Syndrome does to the brain. There are currently no treatment options that help improve brain and mental health. For more information on the treatment, visit <http://www.elaprase.com/>

References:

MPS Society

MPS II

U.S. National Library of Medicine. Genetics Home Reference

<https://ghr.nlm.nih.gov/condition/mucopolysaccharidosis-type-ii>

National Organization for Rare Disorders

<https://rarediseases.org/rare-diseases/mucopolysaccharidosis-type-ii->

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 2.

ITEM: Vacation Rentals

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1. Sec 23-75 standards for vacation rentals
2. 2113 - A - Vacantia Rental Fees

Sec. 23-75. - Standards and requirements for vacation rentals.

(a) *Minimum requirements for issuance of a business tax receipt (BTR).* The town manager or his designee may issue a business tax receipt (BTR) to the applicant upon proof that the following has occurred:

- (1) The owner and responsible party completes the Town of Bay Harbor Islands Business Tax Receipt (BTR) application form pursuant to [Chapter 13](#) of the Code of Ordinances with the supplemental vacation rental information set forth herein;
- (2) A BTR from Miami-Dade County;
- (3) A Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, sales surtaxes and transient rental taxes, where applicable;
- (4) A Florida Department of Business and Professional Regulations license as a transient public lodging establishment, where applicable;
- (5) An affidavit, demonstrating initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to Chapter 509, Florida Statutes, and Rules, Chapter 61C and 69A, Florida Administrative Code; and
- (6) A copy of the vacation rental/lease agreement form to be used when contracting with transient occupants.

(b) *Vacation rental standards.* The following standards shall govern the use of any vacation rental as a permitted use:

(1) Minimum life/safety requirements:

- a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.
- b. Bedroom or sleeping rooms. All bedrooms or sleeping rooms shall meet the minimum requirements of the Florida Building Code.
- c. Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code — Residential.
- d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit.

The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the locations.

e. There shall be posted, next to the interior door of each bedroom or sleeping room a legible copy of the building evacuation map—Minimum 8 & half by 11".

(2) *Maximum occupancy.* The maximum vacation rental occupancy shall not exceed the smallest occupancy calculated pursuant to each of the following standards:

a. One person per 150 gross square feet of permitted, air-conditioned living space; and

b. Two persons per bedroom or sleeping room, meeting the requirements for a bedroom or sleeping room in the Florida Building Code, plus two additional persons that may sleep in one common area; and

c. The maximum occupancy shall be limited to two transient occupants per sleeping room and two transient occupants per any other room in the vacation rental unit. As a way of example, this means a maximum of two persons per bedroom/maximum of two additional persons per living room/great room/den/etc. (does not include kitchens, bathrooms, closets, pantries, hallways, laundry rooms, and porches).

d. Three transient occupants per one off-street parking space legally available to the property, the exact number of which is determined by the requirement of section 23-24 of the Town of Bay Harbor Islands Code of Ordinances.

(3) *Solid waste handling and containment.* Town solid waste containers shall be provided for the maximum transient occupancy permitted by this Article, as required in Chapter 9 of the Town of Bay Harbor Islands Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the certificate. For purposes of this section, a solid waste container shall not be placed at curbside before 6:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside before midnight of the day of pickup.

4. *Minimum vacation rental/lease agreement wording.* The vacation rental/lease agreement shall contain the minimum information as provided for in this subsection.

5. *Minimum vacation rental lessee information.* The vacation rental lessee shall be provided with a copy of the information required in this subsection and the Owner or Responsible party shall post all of the following conspicuously within each vacation rental unit:

a. A statement advising the Occupant that any sound that is a noise disturbance as provided per definition in section 12-21 of the Code of Ordinances of the Town of Bay Harbor Islands is subject to Town Code enforcement, including but not limited to fines;

b. A sketch of the location of the off-street parking spaces available to the property;

c. The days and times of trash pickup and the solid waste handling and containment requirements of this article;

d. The location of the nearest hospital; and

e. The local non-emergency police phone number.

(6) *Responsible party designation.* The owner shall act as, or retain at all times, a designated responsible party capable of meeting the duties provided in subsection 23-74.

(7) *Advertising.* Any advertising of the vacation rental unit shall conform to information included in the vacation rental business tax receipt (BTR) and the property owner's approval, including but not limited to the maximum occupancy.

(8) *Sexual offenders and sexual predators.* It is unlawful to allow another person to occupy a residential property as a vacation rental within the Town of Bay Harbor Islands, knowing or should have known that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said residential property pursuant to [section 14-17](#) of the Code of Ordinances, if such place, structure, or part thereof, is located within 2,500 feet of any school, designated public school bus stop, day care center, park or playground or other place where children regularly congregate.

(9) *Posting of certificate of compliance.* The certificate of compliance shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party and the maximum occupancy of the vacation rental.

(10) *Other standards.* The occupant shall be advised that all standards contained within the Code of Ordinances and Land Development Regulations of the Town of Bay Harbor Islands including, but not limited to: noise, setbacks, and storm-water, are applicable to the vacation rental and may be enforced against the occupant.

RESOLUTION NO. 2113 - A

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY
HARBOR ISLANDS, FLORIDA; ESTABLISHING A FEE SCHEDULE
FOR VACATION RENTALS FOR THE TOWN'S EAST ISLAND.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, The Town Council adopted ordinance No. 1003 on November 14, 2016 to regulate vacant rentals on the Town's East Island. The enforcement of this ordinance requires considerable manpower and the use of administrative staff.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands as follows:

Section 1. The proposed fees shall be charged by the Town for the initial registration, issuance of a Business Tax Receipt, renewals, and inspections fees associated with the administration of vacation rentals:

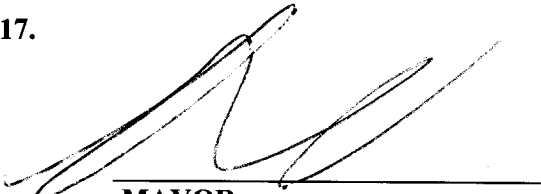
Initial Registration Fee:	\$ 750.00 Per Rental Unit
Business Tax Receipt Fee	\$ 500.00
(Administrative Fee)	\$ 25.00
Business Tax Receipt Annual Renewal Fee	\$ 500.00

Inspection Fees: Fee schedule adopted pursuant to the Building Department activities, as provided in Section 5-6 (a) and 5-6 (b).

Business Tax Receipts; dates due and delinquent; penalties are established by F. S. 205.053(1) as followed: (1) All business tax receipts shall be sold by the appropriate tax collector beginning July 1 of each year, are due and payable on or before September 30 of each year, and expire on September 30 of the succeeding year. If September 30 falls on a weekend or holiday, the tax is due and payable on or before the first working day following September 30. Provisions for partial receipts may be made in the resolution or ordinance authorizing such receipts. Receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25 percent of the business tax for the delinquent establishment.

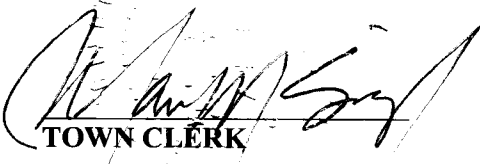
Section 1. This resolution shall become effective upon its passage and adoption

PASSED and ADOPTED this 13th day of February, 2017.



MAYOR

ATTEST:



TOWN CLERK

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 3.

ITEM: Report on Investments Performance - Charles Sachs, BNY Mellon

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. BNY MELLON



BNY MELLON
WEALTH MANAGEMENT

Charles B. Sachs CFA, CFP®
Senior Wealth Manager

August 3, 2018

Melissa Cruz
Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

**Re: Town of Bay Harbor Investment Management Accounts
2018 2nd Quarter Review**

Dear Melissa:

The tax legislation passed by Congress in December 2017 was the main catalyst for stronger domestic economic growth in the first half of 2018. Real gross domestic product (GDP) grew an annualized 2.7% during the period compared to only 2.3% for 2017, while the unemployment rate fell below 4% for the first time in almost two decades.

The rosier economic backdrop gave the Federal Reserve ample justification to continue their policy of gradually notching up short-term interest rates. Not surprisingly, the federal funds rate was increased 25 basis points (bps) following both the March and June Open Market Committee Meetings.

Investment-grade corporate bonds had a disappointing first half of 2018. Investment-grade bond credit spreads increased 27 bps, from 89 bps at the beginning of the year to 116 bps at the end of June. This produced negative total returns for the reporting period. The Bloomberg/Barclays Aggregate Bond index was -3.3%, with financial companies as the worst-performing subsector.

2018 2nd quarter returns for the town's accounts were 0.16%, 0.17% & 0.17% respectively for the Contingency fund, General fund and Water fund. As of 6/30/18 the combined market value was \$6,272,077 with an estimated annual income of \$141,095.

I look forward to presenting at the next Town Council meeting. Should you have any questions, please give me a call.

Warm regards,

Charles Sachs, CFA, CFP®



BNY MELLON
WEALTH MANAGEMENT

A Presentation for
Town of Bay Harbor Islands
As of June 30, 2018

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Table of Contents

1.	Account Asset Summary	Page 3
2.	Broad Causeway Contingency Fund	Page 4
3.	General Fund	Page 8
4.	Water Fund	Page 12
5.	Investment Update	Page 16

TOWN OF BAY HARBOR ISLANDS - ASSET SUMMARY

As of June 30, 2018

Account Numbers	Contingency Fund 52-0657-00-8	General Fund 52-0659-00-4	Water Fund 52-0819-00-4	Combined Accounts
Market Values as of:				
12/31/2001	1,655,581.99	2,345,312.49	1,441,665.13	5,442,559.61
12/31/2002	1,807,612.68	2,569,476.00	1,577,172.49	5,954,261.17
12/31/2003	1,850,986.03	3,898,522.44	1,617,841.07	7,367,349.54
12/31/2004	1,884,393.28	3,980,278.40	1,649,635.23	7,514,306.91
12/31/2005	1,898,590.12	4,879,863.57	1,661,436.01	8,439,889.70
12/31/2006	1,196,089.41	5,042,556.16	1,718,266.88	7,956,912.45
12/31/2007	1,278,554.82	2,268,409.73	1,837,151.93	5,384,116.48
12/31/2008	1,355,543.65	2,421,780.96	1,437,731.17	5,215,055.78
12/31/2009	1,419,099.12	2,524,552.73	1,517,388.69	5,461,040.54
12/31/2010	1,481,152.29	2,637,367.00	1,584,011.73	5,702,531.02
12/31/2011	1,548,521.46	2,750,455.09	1,653,460.13	5,952,436.68
12/31/2012	1,608,014.33	2,855,250.49	1,718,841.46	6,182,106.28
12/31/2013	1,572,274.66	2,792,825.94	1,680,355.84	6,045,456.44
12/31/2014	1,597,468.21	2,837,294.45	1,706,486.60	6,141,249.26
12/31/2015	1,608,540.98	2,857,170.30	1,718,419.51	6,184,130.79
12/31/2016	1,621,798.57	2,880,950.74	1,732,327.07	6,235,076.38
12/31/2017	1,646,962.12	2,924,378.08	1,758,755.75	6,330,095.95
Fixed Income	\$ 1,609,092.24	\$ 2,861,390.57	\$ 1,718,869.04	\$ 6,189,351.85
Cash & Equivalents	22,473.45	36,167.52	24,084.40	82,725.37
Market Value	\$ 1,631,565.69	\$ 2,897,558.09	\$ 1,742,953.44	\$ 6,272,077.22
Est. Annual Income	\$ 36,763.42	\$ 64,893.92	\$ 39,437.53	\$ 141,094.87

Portfolio Comparisons

Avg. Current Yield	2.27%	2.25%	2.28%	2.27%
BBG BARC Intern Govt/Credit Index*	2.59%	2.59%	2.59%	2.59%
Yield to Maturity/Call	2.86%	2.85%	2.85%	2.85%
BBG BARC Intern Govt/Credit Index*	3.03%	3.03%	3.03%	3.03%
Duration	3.54	3.55	3.50	3.53
BBG BARC Intern Govt/Credit Index*	3.93	3.93	3.93	3.93

Portfolio Return Comparisons

2018 2nd Qtr Return	0.16%	0.17%	0.17%
BBG BARC Intern Govt/Credit Index*	0.01%	0.01%	-0.33%
YTD Return	-0.76%	-0.74%	-0.71%
BBG BARC Intern Govt/Credit Index*	-0.97%	-0.97%	-1.90%
Annualized Return Since Inception	4.29%	4.32%	4.45%
BBG BARC Intern Govt/Credit Index*	4.50%	4.50%	5.07%

* Bloomberg completed the acquisition of Barclays Intermediate Govt/Corp Index in August 2016 changing only the Benchmark name of the index to BBG BARC Intern Govt/Credit Index

CONTINGENCY FUND PERFORMANCE HISTORY

**Quarter Ended YTD Inception Month
4/1/2018 - 6/30/2018 1/1/18 - 6/30/2018 through 6/30/2018***

Taxable Fixed Income	0.16%	-0.76%	4.29%
BBG BARC Interm Govt/Credit Index	0.01%	-0.97%	4.50%

Total Account	0.16%	-0.75%	4.20%
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Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$	1,278,554.82
Contributions	\$	2,017.45
Withdrawals	\$	(8,532.82)
Net Contributions / Withdrawals - 2008	\$	(6,515.37)
Market Value as of December 31, 2008	\$	1,355,543.65
Net Contributions / Withdrawals - 2009	\$	(2,396.34)
Market Value as of December 31, 2009	\$	1,419,099.12
Net Contribution / Withdrawals - 2010	\$	(7,398.39)
Market Value as of December 31, 2010	\$	1,481,152.29
Net Contribution / Withdrawals - 2011	\$	(7,628.66)
Market Value as of December 31, 2011	\$	1,548,521.46
Net Contribution / Withdrawals - 2012	\$	(7,947.92)
Market Value as of December 31, 2012	\$	1,597,499.67
Net Contribution / Withdrawals - 2013	\$	(7,973.65)
Market Value as of December 31, 2013	\$	1,582,397.20
Net Contribution / Withdrawals - 2014	\$	(7,594.39)
Market Value as of December 31, 2014	\$	1,597,468.21
Net Contribution / Withdrawals - 2015	\$	(7,287.45)
Market Value as of December 31, 2015	\$	1,608,540.98
Net Contribution / Withdrawals - 2016	\$	(7,341.05)
Market Value as of December 31, 2016	\$	1,621,798.57
Net Contribution / Withdrawals - 2017	\$	(7,247.50)
Market Value as of December 31, 2017	\$	1,646,962.12
Net Contribution / Withdrawals - 2018	\$	(3,464.57)
Market Value as of June 30, 2018	\$	1,631,565.69

*Inception Dates Listed Below:
Taxable Fixed Income 07/01/1997

Portfolio Profile Report

Portfolio	10520657008
Market Value	\$ 1,619,330
Pricing Date	06/29/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	06/29/2018

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.54	3.93	-0.39
Eff Duration vs Index (%)	90.08		
Average Life (yrs)	3.88	4.32	-0.42
Yield to Maturity (%)	2.86	3.03	-0.17
Yield to Worst (%)	2.86	3.03	-0.17
Average Credit Quality	AA / Aa2	AA+	
Average Coupon (%)	2.21	2.54	-0.33
Average Price (\$)	97.64	98.14	-0.50
Current Yield (%)	2.27	2.59	-0.32

Credit Quality	%Portfolio	%Index	%Diff
AAA	48.15	64.60	-16.45
AA	12.56	5.05	7.51
A	37.12	14.01	23.11
BBB	2.16	16.35	-14.19
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	12.67	0.20	12.47
1 to 3	36.72	40.52	-3.80
3 to 4	9.93	15.04	-5.11
4 to 6	24.44	25.02	-0.58
6 to 8.5	15.93	18.78	-2.85
>8.5	0.31	0.44	-0.13

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	12.67	0.03	12.64
1 to 3	32.52	38.58	-6.06
3 to 5	22.57	27.89	-5.32
5 to 10	32.23	33.49	-1.26
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	12.05	-	12.05
1 to 3	32.19	37.91	-5.72
3 to 5	23.53	27.85	-4.32
5 to 10	32.23	34.23	-2.00
10 to 20	-	0.01	-0.01
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	79.86	73.26	6.60
3% to 4%	16.61	15.59	1.02
4% to 5%	2.89	6.52	-3.63
5% to 6%	0.64	2.31	-1.67
6% to 7%	-	1.21	-1.21
> 7%	-	1.10	-1.10

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	41.43	58.57	-17.14
U.S. TIPS	4.54	-	4.54
Govt Related Agencies	0.92	5.09	-4.17
Govt Related Loc Auth	4.62	0.63	3.99
Govt Related Sovereign	-	0.96	-0.96
Govt Related Supranatl	-	2.82	-2.82
Corporates Financial	18.43	12.57	5.86
Corporates Industrial	28.58	17.85	10.73
Corporates Utility	1.49	1.51	-0.02
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of indices. The rating logic is the Bloomberg Barclays Index Rating.

TOWN OF BAY HARBOR CONTING-IMA

TOWN OF BAY HARBOR CONTING-IMA (by Account 10520657008)

Date Range: 7/1/1997 through 6/30/2018

Class	Benchmark	Portfolio Allocation	Last 3 Months		Year To Date		Selected Dates ¹	
			Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.37%	0.31%	0.40%	0.51%	0.67%	1.84%	1.92%
Fixed Income	BBG BARC Interm Govt/Credit Index	98.63%	0.16%	0.01%	-0.76%	-0.97%	4.29%	4.50%
Totals	Class Blended Benchmark	100.00%	0.16%	0.97%	-0.75%	0.07%	4.20%	6.51%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	0.05%	0.97%	-0.97%	0.07%	3.68%	6.51%

FOOTNOTES:

¹ Annualized Return

Account summary

June 1, 2018 - June 30, 2018

Investment Manager For Town Of
Bay Harbor Islands Broad Causeway
Contingency Fund
Account number 10520657008

Account activity

Market value	
Market value as of June 1, 2018:	\$ 1,633,200.46
Additions	303.15
Withdrawals	-303.15
Change in investment value (Net of fees, includes income)	-1,634.77
Market value as of June 30, 2018:	\$ 1,631,565.69
Accrued income as of June 30, 2018:	8,563.08
Total market value plus accrued income	\$ 1,640,128.77

Cash and money market activity

Cash/money market balance as of June 1, 2018:	\$ 40,107.39
Income	2,873.45
Receipts	303.15
Sales/Maturities	35,149.23
Disbursements	-918.84
Purchases	-55,040.93
Cash/money market balance as of June 30, 2018:	\$ 22,473.45

Income summary

	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	2,873.45	19,196.55
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 2,873.45	\$ 19,196.55

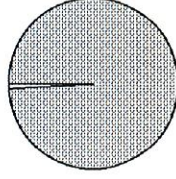
	Short term	Long term
Year to date realized net gain/loss	\$-397.26	\$-7,647.15
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation

☐ 1% Cash & cash equivalents
☐ 99% Fixed income



Asset summary

	Market value
Cash & cash equivalents	\$ 22,473.45
(Includes income cash of \$ 1,183,209.02)	
Fixed income Taxable	1,609,092.24
Total assets	\$ 1,631,565.69

Bond maturities

	Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	Par value	% of par value
	\$ 195,000.00	\$ 912,211.40	\$ 540,926.75	\$ 0.00		
	11.8%	55.3%	32.8%	0.0%		



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Page 7

**GENERAL FUND
PERFORMANCE HISTORY**

	Quarter Ended 4/1/2018 - 6/30/2018	YTD 1/1/18 - 6/30/2018	Inception Month through 6/30/2018*
Taxable Fixed Income	0.17%	-0.74%	4.32%
BBG BARC Intern Govt/Credit Index	0.01%	-0.97%	4.50%
Total Account	0.17%	-0.72%	4.23%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$	2,268,409.73
Contributions	\$	3,412.05
Withdrawals	\$	(14,980.55)
Net Contributions / Withdrawals - 2008	\$	(11,568.50)
Market Value as of December 31, 2008	\$	2,421,780.96
Net Contributions / Withdrawals - 2009	\$	(4,263.57)
Market Value as of December 31, 2009	\$	2,524,552.73
Net Contribution / Withdrawals - 2010	\$	(13,164.96)
Market Value as of December 31, 2010	\$	2,637,367.00
Net Contribution / Withdrawals - 2011	\$	(13,569.75)
Market Value as of December 31, 2011	\$	2,750,455.09
Net Contribution / Withdrawals - 2012	\$	(14,116.60)
Market Value as of December 31, 2012	\$	2,836,814.09
Net Contribution / Withdrawals - 2013	\$	(14,158.80)
Market Value as of December 31, 2013	\$	2,810,396.98
Net Contribution / Withdrawals - 2014	\$	(13,487.16)
Market Value as of December 31, 2014	\$	2,837,294.45
Net Contribution / Withdrawals - 2015	\$	(12,942.18)
Market Value as of December 31, 2015	\$	2,857,170.30
Net Contribution / Withdrawals - 2016	\$	(13,035.08)
Market Value as of December 31, 2016	\$	2,880,950.74
Net Contribution / Withdrawals - 2017	\$	(13,188.09)
Market Value as of December 31, 2017	\$	2,924,378.08
Net Contribution / Withdrawals - 2018	\$	(6,215.41)
Market Value as of June 30, 2018	\$	2,897,558.09

*Inception Dates Listed Below:

Taxable Fixed Income 7/1/1997

Portfolio Profile Report

Portfolio	10520659004
Market Value	\$ 2,879,228
Pricing Date	06/29/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	06/29/2018

Statistics (MV Weighted)		Portfolio	Index	Diff
Effective Duration (yrs)		3.55	3.93	-0.38
Eff Duration vs Index (%)		90.33		
Average Life (yrs)		3.90	4.32	-0.42
Yield to Maturity (%)		2.85	3.03	-0.18
Yield to Worst (%)		2.85	3.03	-0.18
Average Credit Quality		AA / Aa2	AA+	
Average Coupon (%)		2.20	2.54	-0.34
Average Price (\$)		97.60	98.14	-0.54
Current Yield (%)		2.25	2.59	-0.34

Credit Quality		%Portfolio	%Index	%Diff
AAA		49.03	64.60	-15.57
AA		12.59	5.05	7.54
A		36.29	14.01	22.28
BBB		2.09	16.35	-14.26
<BBB		-	-	-
NR		-	-	-

Effective Duration (yrs)		%Portfolio	%Index	%Diff
NA		-	-	-
<0		-	-	-
0 to 1		14.06	0.20	13.86
1 to 3		34.78	40.52	-5.74
3 to 4		10.66	15.04	-4.38
4 to 6		24.23	25.02	-0.79
6 to 8.5		15.92	18.78	-2.86
>8.5		0.35	0.44	-0.09

Eff Maturity (Avg Life yrs)		%Portfolio	%Index	%Diff
< 0		-	-	-
0 to 1		14.06	0.03	14.03
1 to 3		30.41	38.58	-8.17
3 to 5		23.19	27.89	-4.70
5 to 10		32.35	33.49	-1.14
10 to 20		-	-	-
> 20		-	-	-

Final Maturity (yrs)		%Portfolio	%Index	%Diff
< 0		-	-	-
0 to 1		13.53	-	13.53
1 to 3		30.04	37.91	-7.87
3 to 5		24.08	27.85	-3.77
5 to 10		32.35	34.23	-1.88
10 to 20		-	0.01	-0.01
> 20		-	-	-

Coupon		%Portfolio	%Index	%Diff
< 3%		80.65	73.26	7.39
3% to 4%		15.92	15.59	0.33
4% to 5%		2.71	6.52	-3.81
5% to 6%		0.72	2.31	-1.59
6% to 7%		-	1.21	-1.21
> 7%		-	1.10	-1.10

Sector Weightings		%Portfolio	%Index	%Diff
Treasuries		42.17	58.57	-16.40
U.S. TIPS		4.93	-	4.93
Govt Related Agencies		0.69	5.09	-4.40
Govt Related Loc Auth		4.85	0.63	4.22
Govt Related Sovereign		-	0.96	-0.96
Govt Related Supranatl		-	2.82	-2.82
Corporates Financial		17.80	12.57	5.23
Corporates Industrial		28.05	17.85	10.20
Corporates Utility		1.51	1.51	-
Securitized ABS		-	-	-
Securitized CMBS		-	-	-
Securitized MBS Pass		-	-	-
Securitized Covered		-	-	-
Securitized CMO		-	-	-
N/A		-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of Indices. The rating logic is the Bloomberg Barclays Index Rating.

TOWN OF BAY HARBOR-GEN FUND-IMA

TOWN OF BAY HARBOR-GEN FUND-IMA (by Account 105206590004)

Date Range: 7/1/1997 through 6/30/2018

Class	Benchmark	Portfolio Allocation	Last 3 Months		Year To Date		Selected Dates ¹	
			Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.24%	0.31%	0.40%	0.52%	0.67%	1.75%	1.92%
Fixed Income	BBG BARC Interm Govt/Credit Index	98.76%	0.17%	0.01%	-0.74%	-0.97%	4.32%	4.50%
Totals	Class Blended Benchmark	100.00%	0.17%	0.97%	-0.72%	0.07%	4.23%	6.54%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	0.06%	0.97%	-0.94%	0.07%	3.72%	6.54%

FOOTNOTES:

¹ Annualized Return

Account summary

June 1, 2018 - June 30, 2018

Investment Manager For Town Of Bay
Harbor Islands General Fund
Account number 10520659004

Account activity

Market value	
Market value as of June 1, 2018:	\$ 2,900,879.36
Additions	580.05
Withdrawals	-580.05
Change in investment value (Net of fees, includes income)	-3,321.27
Market value as of June 30, 2018:	\$ 2,897,558.09
Accrued income as of June 30, 2018:	15,343.98
Total market value plus accrued income	\$ 2,912,902.07

Cash and money market activity

Cash/money market balance as of June 1, 2018:	\$ 72,469.47
Income	4,704.78
Receipts	580.05
Sales/Maturities	55,154.97
Disbursements	-1,673.54
Purchases	-95,068.21
Cash/money market balance as of June 30, 2018:	\$ 36,167.52

Income summary

	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	4,704.78	33,546.81
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 4,704.78	\$ 33,546.81

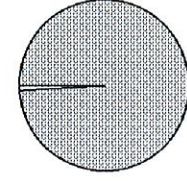
	Short term	Long term
Year to date realized net gain/loss	\$-641.20	\$-13,420.87

(For annual tax preparation please refer to your annual tax letter)

Account profile

Investment objective:
Maximum income

Asset allocation



Asset summary

	Market value
Cash & cash equivalents	\$ 36,167.52
(Includes income cash of \$ 2,302,375.61)	
Fixed income	2,861,390.57
Taxable	
Total assets	\$ 2,897,558.09

Bond maturities

	Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	Par value	% of par value
	\$ 390,000.00	\$ 1,575,180.10	\$ 966,668.15	\$ 0.00		
	13.3%	53.7%	33.0%	0.0%		



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WATER FUND **PERFORMANCE HISTORY**

Quarter Ended	YTD	Inception Month
4/1/2018 - 6/30/2018	1/1/18 - 6/30/2018	through 6/30/2018*

Taxable Fixed Income	0.17%	-0.71%	4.45%
BBG BARC Intern Govt/Credit Index	-0.33%	-1.90%	5.07%

Total Account	0.17%	-0.70%	4.29%
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Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$	1,837,151.93
Contributions	\$	2,672.65
Withdrawals	\$	(511,419.15)
Net Contributions / Withdrawals - 2008	\$	(508,746.50)
Market Value as of December 31, 2008	\$	1,437,731.17
Net Contributions / Withdrawals - 2009	\$	(2,559.30)
Market Value as of December 31, 2009	\$	1,517,388.69
Net Contribution / Withdrawals - 2010	\$	(7,911.44)
Market Value as of December 31, 2010	\$	1,584,011.73
Net Contribution / Withdrawals - 2011	\$	(8,154.75)
Market Value as of December 31, 2011	\$	1,653,460.13
Net Contribution / Withdrawals - 2012	\$	(8,494.25)
Market Value as of December 31, 2012	\$	1,707,646.24
Net Contribution / Withdrawals - 2013	\$	(8,520.42)
Market Value as of December 31, 2013	\$	1,690,428.39
Net Contribution / Withdrawals - 2014	\$	(8,113.04)
Market Value as of December 31, 2014	\$	1,706,486.60
Net Contribution / Withdrawals - 2015	\$	(7,784.69)
Market Value as of December 31, 2015	\$	1,718,419.51
Net Contribution / Withdrawals - 2016	\$	(7,848.27)
Market Value as of December 31, 2016	\$	1,732,327.07
Net Contribution / Withdrawals - 2017	\$	(7,933.07)
Market Value as of December 31, 2017	\$	1,723,120.73
Net Contribution / Withdrawals - 2018	\$	(3,716.92)
Market Value as of June 30, 2018	\$	1,742,953.44

*Inception Dates Listed Below:
Taxable Fixed Income 6/1/1997

Portfolio Profile Report

Portfolio	10520819004
Market Value	\$ 1,730,024
Pricing Date	06/29/2018
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	06/29/2018

Statistics (MV Weighted)		Portfolio	Index	Diff
Effective Duration (yrs)		3.50	3.93	-0.43
Eff Duration vs Index (%)		89.06		
Average Life (yrs)		3.85	4.32	-0.52
Yield to Maturity (%)		2.85	3.03	-0.18
Yield to Worst (%)		2.85	3.03	-0.18
Average Credit Quality		AA / Aa2	AA+	
Average Coupon (%)		2.22	2.54	-0.32
Average Price (\$)		97.71	98.14	-0.43
Current Yield (%)		2.28	2.59	-0.31

Credit Quality		%Portfolio	%Index	%Diff
AAA		49.18	64.60	-15.42
AA		12.33	5.05	7.28
A		36.46	14.01	22.45
BBB		2.02	16.35	-14.33
<BBB		-	-	-
NR		-	-	-

Effective Duration (yrs)		%Portfolio	%Index	%Diff
NA		-	-	-
<0		-	-	-
0 to 1		12.44	0.20	12.24
1 to 3		37.64	40.52	-2.88
3 to 4		10.43	15.04	-4.61
4 to 6		24.02	25.02	-1.00
6 to 8.5		15.19	18.78	-3.59
>8.5		0.29	0.44	-0.15

Eff Maturity (Avg Life yrs)		%Portfolio	%Index	%Diff
< 0		-	-	-
0 to 1		12.44	0.03	12.41
1 to 3		33.07	38.58	-5.51
3 to 5		23.75	27.89	-4.14
5 to 10		30.73	33.49	-2.76
10 to 20		-	-	-
> 20		-	-	-

Final Maturity (yrs)		%Portfolio	%Index	%Diff
< 0		-	-	-
0 to 1		11.86	-	11.86
1 to 3		32.76	37.91	-5.15
3 to 5		24.65	27.85	-3.20
5 to 10		30.73	34.23	-3.50
10 to 20		-	0.01	-0.01
> 20		-	-	-

Coupon		%Portfolio	%Index	%Diff
< 3%		79.97	73.26	6.71
3% to 4%		16.72	15.59	1.13
4% to 5%		2.71	6.52	-3.81
5% to 6%		0.60	2.31	-1.71
6% to 7%		-	1.21	-1.21
> 7%		-	1.10	-1.10

Sector Weightings		%Portfolio	%Index	%Diff
Treasuries		42.25	58.57	-16.32
U.S. TIPS		4.88	-	4.88
Govt Related Agencies		0.86	5.09	-4.23
Govt Related Loc Auth		4.61	0.63	3.98
Govt Related Sovereign		-	0.96	-0.96
Govt Related Supranatl		-	2.82	-2.82
Corporates Financial		17.83	12.57	5.26
Corporates Industrial		28.17	17.85	10.32
Corporates Utility		1.39	1.51	-0.12
Securitized ABS		-	-	-
Securitized CMBS		-	-	-
Securitized MBS Pass		-	-	-
Securitized Covered		-	-	-
Securitized CMO		-	-	-
N/A		-	-	-

*Benchmark index belongs to the Bloomberg Barclays family of Indices. The rating logic is the Bloomberg Barclays Index Rating.

TOWN OF BAY HARBOR-GEN FUND-IMA

TOWN OF BAY HARBOR-GEN FUND-IMA (by Account 10520659004)

Date Range: 7/1/1997 through 6/30/2018

Class	Benchmark	Portfolio Allocation	Last 3 Months		Year To Date		Selected Dates ¹	
			Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	1.24%	0.31%	0.40%	0.52%	0.67%	1.75%	1.92%
Fixed Income	BBG BARC Interm Govt/Credit Index	98.76%	0.17%	0.01%	-0.74%	-0.97%	4.32%	4.50%
Totals	Class Blended Benchmark	100.00%	0.17%	0.97%	-0.72%	0.07%	4.23%	6.54%

FOOTNOTES:

¹ Annualized Return

Account summary

June 1, 2018 - June 30, 2018

Investment Manager For The Town Of
Bay Harbor Water Fund
Account number 10520819004

Account activity

Market value	
Market value as of June 1, 2018:	\$ 1,744,874.16
Additions	346.35
Withdrawals	-346.35
Change in investment value (Net of fees, includes income)	-1,920.72
Market value as of June 30, 2018:	\$ 1,742,953.44
Accrued income as of June 30, 2018:	9,478.53
Total market value plus accrued income	\$ 1,752,431.97

Cash and money market activity

Cash/money market balance as of June 1, 2018:	\$ 41,690.43
Income	2,943.53
Receipts	346.35
Sales/Maturities	35,149.23
Disbursements	-1,004.21
Purchases	-55,040.93
Cash/money market balance as of June 30, 2018:	\$ 24,084.40

Income summary

	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	2,943.53	20,284.76
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 2,943.53	\$ 20,284.76

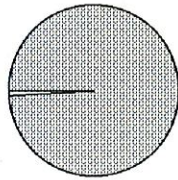
	Short term	Long term
Year to date realized net gain/loss	\$-366.40	\$-7,604.72
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation

☐ 1% Cash & cash equivalents
☐ 99% Fixed income



Asset summary

	Market value
Cash & cash equivalents	\$ 24,084.40
(Includes income cash of \$ 1,068,132.40)	
Fixed income Taxable	1,718,869.04
Total assets	\$ 1,742,953.44

Bond maturities

	Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	Par value	% of par value
	\$ 205,000.00	\$ 1,003,302.95	\$ 550,926.75	\$ 0.00		
	11.7%	57.0%	31.3%	0.0%		



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Portfolio manager
Dana 15

Charles Sachs

2018 Mid-Year Bond Outlook

The tax legislation passed by Congress in December 2017 was the main catalyst for stronger domestic economic growth in the first half of 2018. Real gross domestic product (GDP) grew an annualized 2.7% during the period compared to only 2.3% for 2017, while the unemployment rate fell below 4% for the first time in almost two decades.

The rosier economic backdrop gave the Federal Reserve ample justification to continue their policy of gradually notching up short-term interest rates. Not surprisingly, the federal funds rate was increased 25 basis points (bps) following both the March and June Open Market Committee Meetings.

Unlike 2017, intermediate- and longer-term domestic rates actually moved higher in correlation with the increases in short-term rates and with slightly higher expectations for future inflation. The range of yields on the Treasury 10-year note went from 2.5% at the beginning of the year to a high of 3.1% in May before settling in at 2.9% by the end of June.

Consequently, the total return on most fixed income benchmarks was negative for the first half of 2018. The Bloomberg/Barclays Aggregate Bond index returned -1.6%, while the Bloomberg/Barclays Municipal Bond index returned -0.3%.

Exhibit 1: Treasury Yields

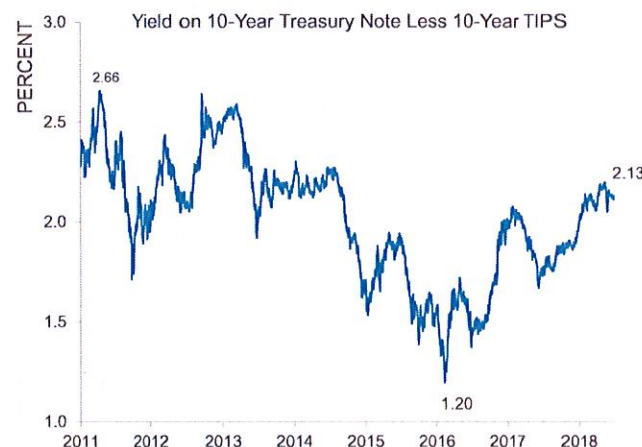
10-Year Constant Maturity Treasury Note Yields



As of 6/30/2018. Source: Bloomberg

Exhibit 2: Break-Even Inflation Rate

Rolling Implied Inflation on 10-Year Treasury



As of 6/30/2018. Source: Bloomberg

Global Interest Rates Unchanged

The move higher in interest rates was mostly isolated to the U.S. Interest rates on sovereign bonds for the other G5 countries were essentially unchanged, and many still peg their short-term rates at or near zero. The theme of synchronized global growth did not materialize to the degree most economists had predicted. Brexit negotiations and the threat of more meaningful trade wars seem to have dampened non-U.S. growth.

Exhibit 3: Treasury Yields Decouple?

Difference Between 10-year U.S. and 10-Year Germany



As of 6/30/2018. Source: Bloomberg

Treasury Supply

Another ingredient for higher domestic interest rates is the material increase in Treasury supply. The tax legislation and additional budget-driven deficits have resulted in an increase of nearly \$1 trillion of borrowing needs in 2018. That follows the additional \$500 billion increase in 2017. Taking the additional borrowing needs into consideration, the rise in interest rates has been rather orderly. For now, foreign demand has been ample due to the increasing relative attractiveness of U.S. yields.

Corporate Bonds

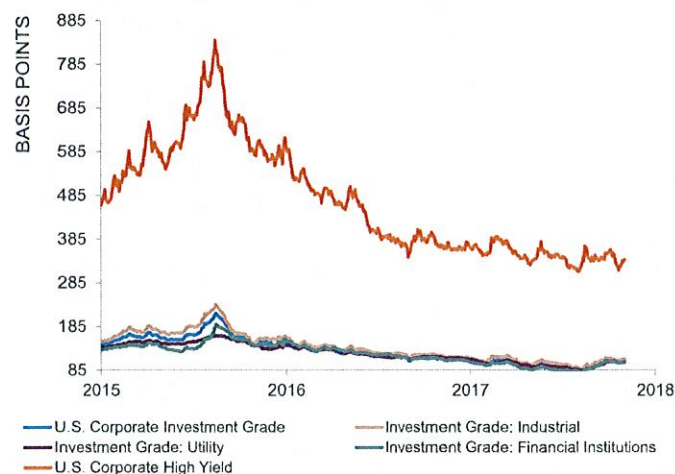
Investment-grade corporate bonds had a disappointing first half of 2018. Investment-grade bond credit spreads increased 27 bps, from 89 bps at the beginning of the year to 116 bps at the end of June. This produced negative total returns for the reporting period. The Bloomberg/Barclays Aggregate Bond index was -3.3%, with financial companies as the worst-performing subsector.

Equity market volatility and renewed concerns in the European banking system were the major reasons for the weaker tone. In addition, the expected material slowdown of new corporate bond issuance did not occur. Predictions of a slowdown of new-issue supply ranged 10–20% lower than last year's record level. Continued borrowing from merger and acquisition deals offset the concept of corporate repatriation of foreign-held profits, resulting in less need for new domestic borrowings. As a result, new-issue supply of investment-grade corporate debt is on pace to match last year's record level.

Non-investment grade, or high-yield, corporate bonds produced better total returns than investment-grade corporate bonds did for the period. The range of yield spreads was more volatile, but the actual widening was less severe. High-yield spreads only increased 20 bps and the total sector produced a modest 0.3% return.

Exhibit 4: Investment Grade Credit Spreads

3-Year Option Adjusted Spread Changes

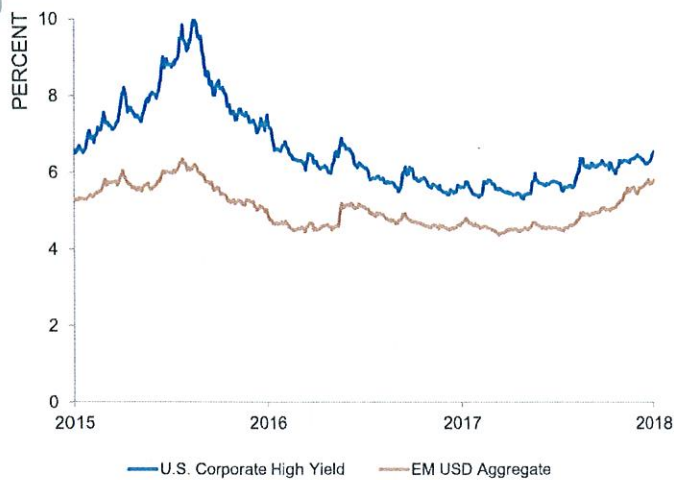


As of 6/30/2018. Source: Barclays Capital

Emerging Market Debt

In a bit of a reversal of fortune, the worst-performing portion of the fixed income market has been emerging market debt. After back-to-back years of significant outperformance, the Bloomberg/Barclays Emerging Market index posted a negative return of -3.8% for dollar-denominated bonds and -5.5% for unhedged, or local, currency. Growing concerns about trade wars and isolated political uncertainty from countries like Argentina and Turkey were key drivers for negative returns. In local currency, Argentinian sovereign debt posted a return of -38% and Turkey was not much better at -26%.

Exhibit 5: Emerging Markets vs. High Yield
Yield to Worst



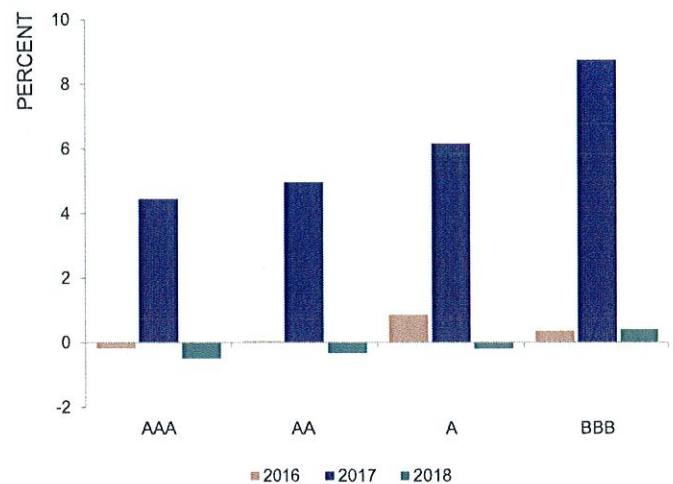
As of 6/30/2018. Source: Barclays Capital

Municipal Bonds

As many predicted, municipal bonds fared relatively well compared to taxable fixed income securities in the first half of 2018. However, the underlying components of the return differentials were somewhat surprising. The increase in yields of an AAA-rated 10-year municipal bond was actually slightly more than the yield of a 10-year Treasury note over the reporting period, and the increase in yields of 30-year AAA-rated municipals was almost double the increase in yields on the 30-year Treasury bond. Short-maturity municipal bonds significantly outperformed relative-maturity Treasury securities.

The yield-curve dynamics between the two markets were quite different. The municipal bond market had a "bear steepener" and the Treasury market had a "bear flattener" (i.e., yields on longer municipals moved higher than short maturities and Treasury short-maturity yields moved higher than the yields on longer-dated Treasuries). In addition, unlike corporate bonds, the yield spreads on lower-quality municipal bonds tightened during the period. In fact, the worst-performing quality bucket was AAA-rated securities, which returned -0.5% compared to 0.4% for BBB-rated municipals.

Exhibit 6: Municipal Credit Quality Returns
2016-2018 Year-to-Date



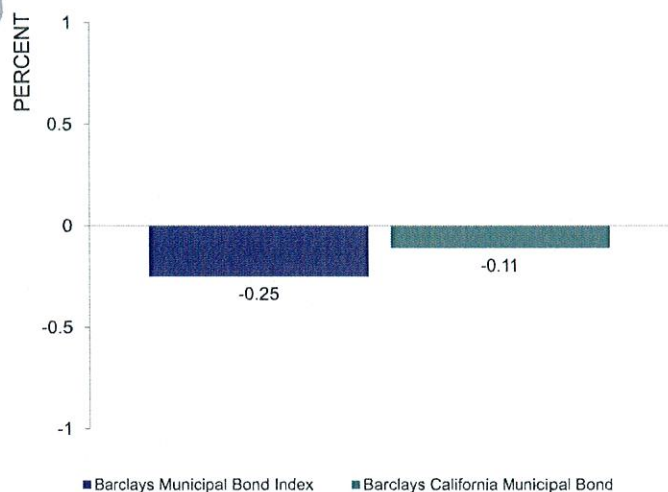
As of 6/30/2018. Source: Barclays Capital

The outperformance is attributable to favorable supply/demand characteristics in the municipal bond market. Last year's supply of roughly \$425 billion was punctuated by the all-time monthly record supply of \$63 billion in December. The real and perceived threat of changes to the tax code pushed many issuers to come to market before year-end 2017. That resulted in a lull of issuance during the first half of 2018. Supply of new issue municipal bonds in 2018 is on pace to be closer to \$325 billion, or \$100 billion lower than last year. Furthermore, the concern about potential large net selling from traditional institutional holders of municipal securities (banks, property and casualty insurance companies) has yet to materialize.

As of year-end 2017, institutional buyers held roughly \$900 billion of the \$3.9 trillion of outstanding municipal securities. Given the potential effective tax bracket reduction from 35% to as low as 21%, the need for tax-exempt interest income for these owners was justifiably much lower. However, our estimate of net secondary selling of municipal securities from institutional holders was in the \$25 billion range, most of that coming from regional banks. Many institutional holders seem content to allow holdings to roll off or mature rather than sell large portions of their portfolios.

Furthermore, demand from high net worth individuals was positive and steady, especially after tax season. Total inflows into open-end municipal bond mutual funds exceeded \$6 billion. Demand from high net worth investors who reside in states that were heavily impacted by the limited deductibility of high in-state income and property taxes has been particularly robust. California municipal securities have seen an outsized imbalance, which has driven their total returns materially higher than national averages.

Exhibit 7: California vs. Municipal Bond Index Returns 2018 Year-to-Date



As of 6/30/2018. Source: Barclays Capital

Another factor for the outperformance of municipal securities is an improving credit outlook, especially for states. As of the beginning of July, only one state does not have a fully enacted budget. At this time last year, 10 states lacked a fully enacted budget. Budget passage was less combative this year due to higher projected tax revenues generated from stabilized economies. A contributing factor in forecasted revenue growth was the additional revenue that will hypothetically be generated from the Supreme Court ruling allowing states to tax online sales.

With growing economies and enacted budgets, state ratings should stabilize over the near term. Over the last two fiscal years, 11 states have seen their credit ratings decline, with only a few upgrades. Furthermore, many states are using some of the additional tax revenue to potentially replenish underfunded pensions, but this action varies drastically state by state and many states and localities have put themselves in very deep and troubling positions. Consequentially, we remain guarded and particularly concerned about how municipal credits will fair in the next recession.

Conclusion

Our outlook for the remainder of 2018 is for a slight improvement in total returns across fixed income markets. While we still believe the Federal Reserve has the desire to increase interest rates two more times in 2018, we would not be surprised to see only one additional tightening. As of early July, the market is pricing only a 47% probability of two 25 basis point moves for the remainder of the year. We are also calling for a flatter yield curve, so intermediate- and long-term interest rates could very easily be roughly unchanged by year-end. This, coupled with stabilizing credit spreads, should help boost fixed income total returns on the taxable side.

However, we reiterate our concern about potential volatility in the high-yield space and caution investors who have an overweight position there. We also continue to favor floating-rate high yield compared to fixed high yield. Our outlook for municipal bonds is for continued relative strong performance. A favorable supply/demand environment with stable credit outlook should help maintain a positive tone. Additionally, we are monitoring the recent weakness in the emerging market fixed income arena. This overdue correction may lead to an opportunity to get a limited exposure back into our client portfolios, but an immediate move into the emerging markets could prove premature.

While our outlook calls for less supply and more modest returns, we believe it is very important to hold a mix of fixed income strategies to provide stability and a source of income within a well-diversified portfolio. Investors should avoid the noise generated by the political news cycle and instead focus on the important role fixed income plays in their portfolios.

About the Author

John F. Flahive

Head of Fixed Income

John is the head of fixed income for BNY Mellon Wealth Management and is responsible for all fixed income strategy, policy and management. He is chairman of the Bond Strategy Committee, and is a member of the Investment Strategy Committee, Investment Policy Committee, and Asset Review Committee.

He has more than 30 years of investment experience and has been an investment manager with the firm since 1994. Prior to joining the firm, he was a senior portfolio manager and vice president with Neuberger & Berman, and a vice president and associate portfolio manager with T. Rowe Price.

John holds a bachelor's degree in business administration from Saint Michael's College, a master of business administration from Clarkson University, and attended New York University's Graduate School of Business Administration for Visiting Professionals. He is a CFA charterholder.

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AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 3.

ITEM:

Approval of the following Meeting Minutes:

- a. September 25, 2017 - Budget Public Hearing
- b. October 24, 2017 - Special Council Meeting
- c. November 13, 2017 - Regular Council Meeting
- d. November 20, 2017 - Special Council Meeting
- e. December 11, 2017 - Public Hearing
- f. January 8, 2018 - Regular Council Meeting
- g. February 12, 2018 - Regular Council Meeting
- h. March 12, 2018 - Regular Council Meeting
- i. April 16, 2018 - Organizational Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Draft Minutes

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

A Budget Public Hearing of the Town Council was held Monday, September 25, 2017 at 7:00 p.m. in the Council Chambers. Upon roll call the following Council Members responded:

Mayor Jordan Leonard	Council Member Joshua Fuller
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

BUDGET PUBLIC HEARING

Item 1. Consideration and Approval of an ordinance on second reading to levy the Town's property tax millage.

AN ORDINANCE PROVIDING FOR A MILLAGE OF 3.9995 WHICH IS 5.83% MORE THAN THE ROLLED-BACK RATE FOR THE TOWN OF BAY HARBOR ISLANDS FOR THE CURRENT YEAR, A.D. 2017; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked about the TDR monies collected to date; the budgeted funds for information technology and the tax increase for commercial properties.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and felt that there were not enough funds allocated for Parks & Recreation and suggested a Town event that can bring the residents together.

CLOSED PUBLIC COMMENT

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

Item 2. Consideration and Approval of an ordinance on second reading making appropriations for the operation of the General Fund, Water Fund, Sewer Fund, Parking Fund, Solid Waste Fund, Causeway Fund, and Stormwater Fund.

AN ORDINANCE MAKING APPROPRIATIONS FOR THE GENERAL, WATER, SEWER, PARKING, SOLID WASTE, CAUSEWAY, AND STORMWATER FUNDS FOR THE YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, IN THE TOTAL SUM OF \$19,665,939; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance. Council Member Tricoche seconded the motion and it passed by unanimously poll vote.

There being no further business to discuss meeting was adjourned at 7:10 p.m.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A regular meeting of the Town Council was held on Monday October 16, 2017 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. Presentation of a Proclamation to Dr. Maria Rodriguez, former principal of Ruth K. Broad Bay Harbor K-8 Center.

Mayor Leonard presented Dr. Rodriguez with a proclamation and plaque for her outstanding dedication to the local school.

Dr. Rodriguez thanked all the members of the community for their support and was honor to serve the children.

Item 2. 9/11/01 First Responder's Recognition for current Town Employees that were members of the New York City Police Department during that time. - Town Manager Ronald Wasson, Police Officers Jamy Murphy and Michael LaMantia, and Patrick Prendergast, Director of Code Compliance.

The Mayor and Town Council recognize current Employees that were first responders to the 9/11 terrorist attack in New York City.

Item 3. At the request of the Town Council, Miami Dade County School Board Representatives will be speaking about the new addition to Ruth K. Broad Bay Harbor K-8 Center.

Miami Dade County Public School Representative, Ana Rigo, came forward and presented the Town Council with the proposed expansion plans for the Ruth K. Broad School. She explained that the new addition to the school included LEED building; covered basketball courts and 16 new classrooms. The total budget cost was estimated \$9 Million dollars.

There was a discussion on the budgeted costs; current population; joint use agreement; concerns with the enrollment not to exceed 1,200 students; will the school add more personnel and the process to validate the addresses for students attending the school.

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive; Frances Neuhut, 1060 Kane Concourse; Joyce Green, 1360 99 Street; Victor Maya, 1155 103 Street; were concerned residents with the amount of kids that attend the school.

At this item # 18 was taken out of order.

Item 18. Discussion requested by Mayor Leonard and Vice Mayor Bruder with regards to RKBBH students living outside of the school boundary.

Mayor Leonard stated that the discussion was request by Vice Mayor Bruder with regards to Ruth K. Broad Bay Harbor School. The local school serves for communities in Bay Harbor Islands, Surfside and Bal Harbour. The concerns of overcrowding and kids that attend the school that do not live within the bourndaries. The Town Council asked for the school to enforce the boundary through the address verification process.

Miami Dade County Public School, Iraida Mendez explained the school district process for registration to the school, parent must present two proofs of residency. The school district is preparing software for address verification process to be able to have better results for kids that do not belong.

There was a brief discussion on the overcrowding; mailing letters; process of address verification; amount of kids currently attending the school; a possible local resource officer; and open dialogue on draft agreement.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid defer Item # 16

Item 16. Discussion regarding the location of digital signs requested by Council Member Reid.

TOWN MANAGER'S REPORT:

Item 4. Community Pool Update

Town Manager Wasson explored other possible locations for a community pool and spoke with the Village of Miami Shores to obtain access to their pool. They are open to having agreement subject to an annual fee. If approved, Bay Harbor Islands residents would be able to access the community pool and pay resident rates.

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

Council Member Reid attended the Best Practices Conference.

Council Member Fuller also attended the Best Practices and the Community Center open house.

Council Member Yaffe attended the Best Practices Conference and the Community Center open house.

Mayor Leonard attended the Best Practices Conference.

Item 5. Request for approval of a scholarship in the amount of \$1,000 to Mast Academy requested by Vice Mayor Bruder.

Vice Mayor Bruder stated that the principal from MAST Academy stated that a total of 68 Bay Harbor kids were enrolled at MAST Academy. The principal asked if the Town could donate a \$1,000 scholarship for the graduating class.

ACTION: Vice Mayor Bruder made a motion to approve the scholarship donation to MAST Academy. Mayor Leonard seconded the motion and it passed 5-2 with Council Member Reid and Council Member Salver opposed.

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.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and stated that there were rumors on a telephone app that there were members of the Town Council carrying gun to a public meeting.

Ely Minsky, 9976 E. Bay Harbor Drive, came forward to address the Council. He felt that there was a cat problem in the Island that should be addressed. The cats were attacking other animals.

Vincent Martino, 1050 93 Street, came forward to address the Council. He thanked the Council and staff for an outstanding job cleaning up debris after the storm.

Victor Maya, 1155 103 Street, came forward and thanked the staff for the clean efforts after the storm.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the future of the Business District. She felt that the parking issue was being ignored and the County taxes were being increased.

CLOSED PUBLIC COMMENT

COMMITTEE REPORTS:

Item 6. Consideration of a request for appointment to fill a vacancy to the Planning & Zoning Board.

ACTION: Consensus was to appoint Wesley Kean to the Planning & Zoning Board.

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 8. Approval of a Resolution requested by Council Member Yaffe supporting legislation to require certification for all recovery residences and recovery residence administrators.

Item 9. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting the Florida Legislature to take legislative action to assist with funding resources for municipal transportation needs.

Item 10. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting legislation to provide long term, recurring and adequate state funding for local government water resources and water quality improvement projects and infrastructure.

Item 11. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver supporting legislation reforming the communications services tax in a manner that is revenue neutral.

Item 12. Approval of a Memorandum of Understanding (MOU) between the Town of Bay Harbor Islands and the City of Sunny Isles Beach to jointly develop a regional hybrid skatepark and pumptrack in Haulover Park.

At this time item # 7 was taken out of consent agenda for discussion.

ACTION: Consensus was to approve the consent agenda and it passed unanimously.

Item 7. Approval of a Resolution requested by Council Member Yaffe and Council Member Salver opposing legislative efforts to impede municipal home rule powers.

Council Member Reid asked for Council Member Yaffe to clarify the proposed resolution. Council Member Yaffe clarified that the resolution was gear to protect home rule powers. The resolution requests that legislators do not preempt municipal home rule.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked for the Council to consider term limits.

CLOSED PUBLIC COMMENT

ACTION: Consensus was to approve the proposed resolution and it passed unanimously.

At this time Item #22 was taken out of order.

Item 22. Discussion requested by Mayor Leonard regarding the town's regulations for trees growing into powerlines.

Mayor Leonard was concerned with the town regulations on trees growing into the powerlines. He was concerned with trees and the storm season, could possible cut power to a lot of residents.

There was a detailed discussion on the current regulations; Florida Power & Light; ways to enforce through Code Compliance; review the trees species and underground utilities lines.

Town Council asked for staff to work together with residents and new developments to choose a tree species that do not grow into the powerlines.

PUBLIC COMMENT

Hillary Frankel, 1231 99 Street, came forward and asked for the Town to enforce the trees near the powerlines.

Frances Neuhut, 1060 Kane Concourse, came forward and asked for the Town Council to keep the trees and was opposed to cutting down any trees.

CLOSED PUBLIC COMMENT

Consensus was for staff to come back with recommendations to amend the Code and speak with Florida Power & Light.

ORDINANCES ON SECOND READING:

Item 13. Consideration and Approval of an ordinance on second reading requested by Council Member Salver amending Section 5-5 of the Town regarding the current parking plan for construction sites in Town.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE OF ORDINANCES REQUIRING A STAGING PLAN FOR SINGLE FAMILY, MULTI-FAMILY, AND COMMERCIAL PROJECTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

ORDINANCES ON FIRST READING:

Item 14. Consideration and Approval of an ordinance on first reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

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

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 15. Consideration and Approval of an ordinance on first reading increasing the monthly charge for water service.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.53 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$21.08; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on first reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

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

Item 17. Request for approval of a proposal for professional traffic engineering services related to the Transportation Fund Analysis from Calvin Giordano and Associates in the amount of \$34,730. The proposal will include the collection of traffic data and analysis to come up with a formula based on this data to charge a fee for future roadway maintenance and resurfacing.

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

DISCUSSION ITEMS:

Item 19. Discussion regarding the existing building height regulations for the B-1 Business District.

PUBLIC COMMENT

France Neuhut, 1060 Kane Concourse, came forward and asked for the Council to clarified what new developments are required to have in place prior to construction.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to move forward with a code amendment relating to building height for the B-1 Business District. Council Member Salver seconded the motion. Consensus was for staff to bring back an ordinance on first reading amending the building height for the Business District.

Item 20. Discussion requested by Council Member Salver on a possible Residential Sticker Program.

There was a brief discussion on the plan to implement for a residential sticker program; mitigate the existing problem of construction vehicles on the west island.

PUBLIC COMMENT

Hillary Frankel, 1231 99 Street, came forward and was opposed to a residential sticker on her car that would identify where she resides.

CLOSED PUBLIC COMMENT

Consensus was to wait and revisit the topic 6 months from date.

Item 21. Discussion and direction regarding the celebration of the Town's 70th Anniversary.

Town Manager Wasson asked for the Council direction on a 70th Anniversary celebration.

There was a brief discussion on possible ideas such as a fireworks show; budget amount was \$30,000; Community Center night event; and Causeway Island event.

Consensus was for staff to bring back a plan and logistics of an event at the Causeway Island.

There being no further business to discuss meeting was adjourned at 10:35 p.m.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
SPECIAL COUNCIL MEETING AGENDA**

A Special meeting of the Town Council was held on October 24, 2017 at 7:06 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard	Council Member Joshua Fuller
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Discussion and direction requested by Town Manager Wasson regarding the addition and remodel of the Town Hall Building.

Town Manager Wasson stated that he explored the options to renovate the current Town Hall facility which currently has the administrative office; IT Department; Building Department; the Finance Department; Building Department and the sewer station all under one building. One suggestion was to build an addition and have the main infrastructure on a second level over the existing administrative parking lot. The Police Department would be expanded to the entire first floor. The IT Department, Finance Department; Manager Office and the Town Clerk's Office all under the newly constructed building.

Representative, Stafano from Kimley Horn and Associates, came forward and explained the proposed options for renovations for Town Hall Facility. Among the options for locations was the Causeway Island, parking garage, and the existing location for Town Hall.

Abass Lekerich, came forward and provided the Council with a detailed presentation of the proposed options for a new Town Hall and/or renovations.

The first option would include renovations to the existing building and a new addition over the administrative parking lot. The Police Department would be expanded to where the administrative office was currently located for an estimated cost of \$7,000,000.

The Second option was a complete demolition of the entire building and public works water tank and build a new 20,000 square feet building for estimate \$11,600,000.

The third option was a proposed renovation to the existing building and enclose the existing open lobby at an estimated \$3,000,000.

The fourth option was renovations to the existing building with no lobby enclosure at an estimated price of \$2,400,000.

Council Member Reid could see the need to renovate the existing building, but would have to prepare for a contingency fund.

Council Member Salver felt that after the bridge improvements the Town cannot think about spending on other capital improvements. He was not comfortable with the cost estimates and felt that there were too high.

Council Member Tricoche agreed that there was a need for the renovations, but would like to plan for renovations based on the Town needs.

Council Member Fuller did not agree with the high cost estimates which range about \$585 per square foot. He suggested an Emergency Operations Center in Town.

Council Member Yaffe agreed with the Council on the high cost estimates.

Mayor Leonard did not agree with the comparisons and felt that the cost estimates were too high. The options provided had poor utilization of the current space. He felt that the Town could possibly obtain a grant for the renovations, but would only be about 10% of the costs.

There was a brief discussion on the high cost estimate for the town hall renovations; remodeling options versus a new facility; sewer lifts station; options to build more levels; property located behind the 1111 Kane Concourse; past bridge expenses and property owners adjacent to Town Hall.

Kimley Horn & Associates, Stefano explained that the reason the cost estimate cost were high because was because the police department and administration building are both confine in separate buildings. The option for an addition was costly because the new addition would be built over the current administrative parking lot. The existing building floor level would have to be raise to flood elevation and it also includes the relocation of essential staff.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and urged the Town officials should to focus more in the Business District.

Victor Maya, 1155 103 Street, came forward and supported with the Town Council comments on renovations for Town Hall and Police Department.

Kathleen Kennedy, 9180 W Bay Harbor Drive, came forward and supported the Town Hall renovations project.

Dr. Michael Wittels, 1085 Kane Concourse, came forward and thanked the Town officials for not increasing the millage.

CLOSED PUBLIC COMMENT

Town Manager Wasson stated that this was the first step to the Town Hall renovations. There would be extensive review from staff, the Design and review committee and Planning & Zoning.

Consensus was to look into the possibility to purchase land from the 1111 building.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A regular meeting of the Town Council was held on Monday November 13, 2017 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard
Council Member Joshua Fuller
Council Member Isaac Salver

Vice Mayor Stephanie Bruder
Council Member Kelly Reid
Council Member Robert Yaffe

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested a future agenda item to discuss the Town Code on lighting; emergency generators decibels reading and underground parking for new developments.

Mayor Leonard would like a draft ordinance on workforce housing.

TOWN MANAGER'S REPORT:

Dan Brea from BNY Mellon came forward to report on the Town performance. He stated that the portfolio was 2.1% up year to date and the water fund was also up 2.9%. He felt that the overall performance of the Town investment portfolio was good.

Item 1. Legislative Update - David Caserta

David Caserta came forward and presented the Council with a legislative session update. He explained that the legislative session started early this year in January and requested feedback from the Council. He stated that there were several bill being discussed on local government transparency, online voting; public meetings; firearms bill, and public records.

Item 2. Report on discussion with FPL - concrete poles.

Town Manager Wasson reported on a recent discussion with Florida Power & Light with regards to concrete poles. They have advised that the concrete poles would be developed with stepping stone, but would have to undergo review by several committees prior to approval.

Council Member Yaffe suggested an ad on the Town newsletter advising residents to contact Florida Power & light to have their landscaping trimmed around the power lines to avoid power outages.

Vice Mayor Bruder suggested including the contact information for Florida Power & Lights on the hurricane preparedness brochure.

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

Council Member Fuller reported attending the Farmer Market on Kane Concourse; and the Veterans Day Event; Pizza with the Cops and the Miami Dade County League Cities monthly Board Meeting.

Council Member Yaffe reported attending the monthly League Board Meeting.

Council Member Reid reported attending the monthly League meeting; the Veterans Day event and the quarterly schedule Employees Retirement Board Meeting.

Council Member Salver reported attending the Pizza with the Cops and the monthly Board meeting.

Mayor Leonard reported attending the Veterans Day Event and the monthly League of Cities Board Meeting.

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.

John Vetter, 10350 W. Bay Harbor Drive, came forward and thanked the staff for a great job after the storm. He provided the Council with recent pictures of the Sereno Project and its current lighting. He also advised staff that the crosswalk button on Kane Concourse was not working.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and thanked the Council for listening to her community concerns. She also suggested a mentoring program for the children.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the Town failed to have discussion on the Church by the Sea and the BOD movement.

CLOSED PUBLIC COMMENT

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 3. Consideration and Approval of a proposal by Duval Ford, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2018 Ford F-250 Truck in the amount of \$31,778.00 to be utilize by the Police Department.

Item 4. Approval of an agreement with Miami Dade County for the reimbursements of the municipal parking fines Program.

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

ORDINANCES ON SECOND READING:

Item 5. Consideration and Approval of an ordinance on second reading increasing the monthly base and flow charges for sewer service.

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

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

Item 6. Consideration and Approval of an ordinance on second reading increasing the monthly charge for water service.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$4.53 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$21.08; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

ORDINANCES ON FIRST READING:

Item 7. Consideration and Approval of an ordinance on first reading amending Section 23-11 of the Town Code to allow for additional the building height in the B-1 Business District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO AMEND SECTION 23-11(C) TO ALLOW FOR ADDITIONAL BUILDING HEIGHT IN THE B-1 BUSINESS DISTRICT PROVIDED A DEVELOPER PARTICIPATES IN THE TOWN'S PUBLIC BENEFITS PROGRAM; ESTABLISHING A PUBLIC BENEFITS PROGRAM FOR ADDITIONAL BUILDING HEIGHT INCLUDING SPECIFIC PUBLIC BENEFITS DESIRED BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Leo Carniero, 1050 93st, came forward and was in favor of the proposed ordinance. He felt that the additional height would will attract more business to the Business District.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the proposed ordinance and felt it there was insufficient parking in the Business District.

Harry Bruder, 1281 94 Street, came forward and was in favor of the proposed ordinance.

CLOSED PUBLIC COMMENT

Town Planner Michael Miller came forward and explained that the proposed ordinance would establish a bonus building height in the B-1 Business District of a maximum height of 75 feet in exchange for a developer's contribution to specific programs as a benefit to the public. Some of the proposed public benefits were green building; affordable housing; undergrounding of utilities lines; excess parking for the new development and any other contribution acceptable to the Town Council that may serve a public purpose.

There was a brief discussion on the language to include all future projects and insert text not listed hereto.

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

Item 8. Consideration and Approval of ordinance on first reading amending Chapter 4 of the Town Code to prohibit animal feeding on public right-of-way.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 4 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ANIMAL CONTROL, BY ADDING SECTION 4-18 ENTITLED PROHIBITING THE FEEDING OF STRAY OR OWNERLESS CATS ON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Reid requested for the ordinance to be deferred to a later date. She suggested a trap and release program for Town residents. She also suggested for staff to meet with volunteers to create a comprehensive program for animal feedings.

PUBLIC COMMENT

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive; Heidi Lee, 1065 97 Street; Dorothy Ecker, 10350 W. Bay Harbor Drive; Lisa Bortman, 10350 W. Bay Harbor Drive; Leah Rey, 9880 W. Bay Harbor Drive; Linda Zilber, 1231 95th Street; Cesar Suarez, 9745 Bay Harbor Terrace; Suely Caramelo, 1165 98 Street were all opposed to the proposed ordinance.

Consensus was for staff to coordinate with the Cat Network and Miami Dade County Animal Services to plan and coordinate a trap and release event in Town.

Item 9. Consideration and Approval of an ordinance on first reading amending Section 18-22 of the Town Code to require property owners to underground the service lines.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO UNDERGROUND THE SERVICE LINE OR LATERAL FROM THE BUILDING TO THE

UTILITY POLES OR UNDERGROUND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

At this time Council Member Fuller left the dias.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the underground facility was already included on the Town Code and suggested for the Council to address the quality of service.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the proposed ordinance on first reading. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote with Council Member Fuller out of the dias.

Item 10. Consideration and Approval of an ordinance on first reading amending Chapter 16 of the Town Code to permit payroll deductions for the payment of purchases of credited service for past military and/ or police service.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT PAYROLL DEDUCTIONS FOR THE PAYMENT OF PURCHASES OF CREDITED SERVICE FOR PAST MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote with Council Member Fuller out of the dias.

At this time Council Member Fuller returned to the dias.

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

Item 11. Consideration and Approval of award contract BHI-186 for pressure cleaning and sanding of brick pavers in the amount of \$42,500.00 in favor of Cartman Commercial Services.

ACTION: Council Member Salver made a motion to award contract BHI 186 in favor of Cartman Commercial Services. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

Item 12. Consideration and Approval of award contract BHI-187 for Custodial Services for Public Buildings in the amount of \$65,806.00 in favor of Professional Building Services.

ACTION: Council Member Yaffe made a motion to award contract BHI-187 to Professional Building Services. Council Member Reid seconded the motion and it passed by unanimous poll vote.

~~Item 13. Consideration and Approval of a agreement between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center.~~

Item was deferred by Town Manager Wasson.

Item 14. Consideration and Approval of award of contract to Bruteproof, LLC in the amount of \$38,000 to purchase and separate the Police Department Network hardware.

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

Item 15. Consideration and Approval of the proposed program for the Town's 70th Anniversary Celebration.

Town Manager Wasson presented the Council with a proposed program for the 70th Anniversary Program which included firework; bus transport to the causeway island; food trucks and more. The estimated cost for the event was approximately \$50,000.

Vice Mayor Bruder made a motion to consider the proposed program for the Town Anniversary. Council Member seconded the motion for discussion.

PUBLIC COMMENT

Residents Leo Carneiro, 1050 93 Street; John Vetter, 10350 W. Bay Harbor Drive, came forward and felt that the estimated costs for the 70th Anniversary was too high.

CLOSED PUBLIC COMMENT

There was a brief discussion on the proposed program, the annual picnic residents turnout; the possibility to have a joint anniversary celebration with the school; solicit funds from private donation and estimated costs for the fireworks.

ACTION: Vice Mayor Bruder withdrew her motion to approve. There being no other motion item died.

Item 16. Approval of Change Order # 28 in favor of M & J Construction of Pinellas County Inc., in the amount of \$187,368.10. The purpose of this change order was predominantly to perform additional painting associated with steel repairs caused by section loss.

ACTION: Vice Mayor Bruder made a motion to approve change order #28. Council Member Reid seconded the motion and it passed 5-1 poll vote with Council Member Salver opposed.

DISCUSSION ITEMS:

Item 17. Discussion requested by Council Member Yaffe regarding the fees charged by the Building Department for a change of contractor.

Council Member Yaffe stated that he was approach by a local contractor operating in Town and explained that the Town, Building Department was charging 50% of the permit fees in order to submit an application for a change of contractor. He urged the Council to consider an amendment to the Building Department permit fees for change of contractor.

ACTION: Consensus was to bring back a resolution amending the fee for change of contractor to \$100.00

~~Item 18. Discussion requested by Vice Mayor Stephanie Bruder regarding the Town's Health Insurance and allowing Council Members to join the existing plan.~~

Item 19. Discussion and input requested by Town Manager Wasson regarding the draft Address Verification Plan agreement between the Town and the School Board.

Town Manager Wasson presented the Council with a draft address verification plan agreement between the Town and the school board and requested the Council feedback and comments.

There was a detailed discussion on the proposed agreement; staffing budget; mailing notices postage expense; existing agreement provision to enforce; notice of default for breach of agreement and the total amount of kids attending to not exceed 1200.

Town Attorney Sherman asked for the Council feedback on possible provision that could be added to a new agreement.

Consensus was for the Town Attorney office to proceed with a notice of default to Miami Dade County School Board subject to a respond within 30 days.

There being no further business to discuss meeting was adjourned at 9:42 p.m.

MAYOR

ATTEST

TOWN CLERK

TOWN OF BAY HARBOR ISLANDS
SPECIAL COUNCIL MEETING AGENDA

A Special meeting of the Town Council was held on November 20, 2017 at 7:04 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard	Vice Mayor Stephanie Bruder
Council Member Joshua Fuller	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Discussion requested by Vice Mayor Bruder, Council Member Salver and Council Member Yaffe with regard to the Miami Dade County School Board agreement for the Ruth K. Broad Bay Harbor K-8 Center and the Town of Bay Harbor Islands.

Vice Mayor Bruder asked for the Council to discuss the current Join Use Agreement with the local school.

Council Member Yaffe would like to continue the dialogue with the School Board and asked the School Board Representatives to address the size of the school population.

Council Member Fuller was opposed to drafting a new school agreement with the school Board and felt that the school Board was already in violation of the existing agreement. He urged the Council to put the school board on notice.

Council Member Tricoche liked the proposed design for the new building and would like to have an open dialogue with the school and hope to have a resolution soon with regards to the address verification.

Council Member Yaffe stated that the draft agreement was for address verification for the students which was supplemental and would not replace the existing join use agreement.

School Board Member, Dr. Martin Karp came forward and reminded the Council, he too sat on the School Board and was there serve the members of the community. The school board staff was currently addressing the situation and felt that together a better process will be implemented.

Town Manager Wasson stated that the Town and School staff met to draft the proposed address verification agreement, but has not been finalized yet.

School Board Representative, Iraida Menendez, came forward and explained that the School Board was currently working on a draft address verification agreement. The school received 100 letters that were returned; a total of 6 students were withdrawn; 10 students were unable to complete the registration; 29 students had address corrections; 3 home visits were completed and 4 more visits were pending.

Ruth K. Broad K-8 Center, Principal Saperstein, came forward and clarified that there was a total of 70 homeroom classes; 78 teachers; 132 total support staff; 900 lower academy and 140 upper academy.

There was a brief discussion on the local school boundaries; the home visit criteria; school protocol for students living outside the school boundary; possible addition of school staff to verify the students' addresses; and how the school enforces the maximum capacity of 1200 students.

PUBLIC COMMENT

Debbie Padilla, 9898 Broadview Terrace, came forward and stated that her daughter attended the local school and shared a class with 30 other kids. She was concerned with kid's safety in the event of a fire.

Linda Zilber, 1235 95 Street, came forward and asked if the teacher can do the address verification and asked that the kids not get punish.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the school board was violating the current joint use agreement with the Town.

Joyce Green, 1360 99 Street, 1360 99 Street, came forward and stated that the parents were ready to comply with the registration process should it be needed.

Ileene Wallace, 9300 W. Bay Harbor Drive, came forward felt that the real problem was funding.

Consensus was for the Town Manager and Town Attorney to meet with the School Board to further discuss on how to better address and/or incorporate on to the agreement the students address verification process and other matters.

Item 2. Consideration and Approval of award of contract BHI-149 to Graphplex Signs in the amount of \$28,875.00 to fabricate and install the new "Shepard Broad Causeway" ICW Bridge signs.

ACTION: Council Member Yaffe made a motion to approve the contract award to Graphplex Signs. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
PUBLIC HEARING OF THE TOWN COUNCIL**

A Public Hearing of the Town Council was held on December 11, 2017 at 9:00 a.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard	
Vice Mayor Stephanie Bruder	Council Member Kelly Reid
Council Member Isaac Salver	Council Member Robert Yaffe

Item 1. Discussion and Approval of a resolution to impose a temporary moratorium on the approval of registration and applications for communication facilities, including small wireless facilities and utility poles for collocation of small wireless facilities as defined in section 337.401(7), Florida Statutes for one hundred and eighty (180) days. This item was brought up for discussion by Council Member Salver at a previous meeting.

Council Member Salver explained that the state granted exemptions that would allow local utilities provider to place their equipment on the cities right-of-way. He felt that the outlook of the situation was not very good but the Town could take action, the temporary moratorium was the first step.

Assistant Town Attorney Simone stated that the Town hired Attorney Gary Resnick who approved the proposed resolution and would also be drafting an ordinance should the Council want to make any Code amendments on the subject.

Council Member Salver would like to place any safe guards to regulate where and how the equipment was placed.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was not in favor of the early morning meeting.

CLOSED PUBLIC COMMENT

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

There being no further business to discuss meeting was adjourned at 9:07 a.m.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

A Regular meeting of the Town Council was held on Monday January 8, 2018 at 7:01 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Elizabeth Tricoche

Council Member Robert Yaffe

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested an update on the noise reading report for the East Island.

Town Clerk Siegel stated that as soon as she had the noise reading for all the active sites she would provide a report.

TOWN MANAGER'S REPORT:

Town Manager Wasson introduced the new Finance Director Melissa Cruz that will be stepping in for Alan Short. He also reported on pending discussion for a new site plan to be located in the City of North Miami on the west side entrance of the Causeway Islands, formerly known as the White House Inn. Council Member Fuller was concerned if the site plan was approved the traffic impact it could possibly have on the Town.

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

Council Member Tricoche reported the Snow Day Event was a success and suggested adding 2 more slides for next year event.

Council Member Reid attended the meeting for the Keystone Owners Association on the new development proposed formerly know as the White House Inn. She also attended the Snow Day Event and Farmers Market.

Council Member Salver welcomed the new Finance Director and welcomed any new practices. He also attended the Florida League of Cities Legislative Conference, which was focused on Home Rule.

Council Member Fuller reminded the resident of the Farmers Market was schedule to run every 2 weeks.

Council Member Yaffe attended the Miami Dade County League of Cities monthly Meeting.

Vice Mayor Bruder attended the Farmers Market and suggested a new Art Show in conjunction with Farmers Market. She suggested for the event to be advertised on the Miami Herald Neighbors Section.

There was a brief discussion on the proposed events, live entertainment; car show; advertising and flyers.

Consensus was for staff to coordinate a new event together with the farmers market.

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.

Kathleen Kennedy, 9180 w. Bay Harbor Drive, came forward and was proud of the holiday lighting display around Town.

Frances Neuhut, 1060 Kane Concourse, came forward and asked the Council to add on the agenda to discuss the church by the sea status. She felt that the Council needs to talk about the BDS movement.

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.)

Council Member Reid pulled Item #3 for discussion.

Council Member Yaffe pulled item #5 for discussion.

Item 1. Approval of the following Meeting Minutes:

- a. Budget Workshop - July 24, 2017
- b. Regular Council Meeting held August 14, 2017
- c. Budget Hearing held on September 18, 2017
- d. Public Hearing held on September 18, 2017
- e. Special Council Meeting held on September 18, 2017

Item 2. Consideration and Approval of a resolution amending the schedule for Building permits to decrease the fee for change of contractor.

Item 4. Approval of a resolution updating and adopting new values for town owned TDR (Transfer of Development Rights) units in the residential districts and establishing a value for Town owned units in the B-1 Commercial District.

Item 4.5 Approval of a resolution authorizing deposits and withdrawals of the Town Funds in certain accounts pursuant to the authority given under Chapter 655.043, Florida Statutes.

ACTION: Council Member Yaffe made a motion to approve the consent agenda. Vice Mayor Bruder seconded the motion and it passed unanimously.

At this time Item # 3 and Item #5 were discussed.

Item 3. Consideration and Approval of the Council Meeting dates for the 2018 calendar year.

Council Member Reid made a motion to schedule a December Council Meeting. There being no seconded, motion failed.

PUBLIC COMMENT

Frances Neuhut, 1060 came forward and reminded the Council that the Town charter required that the Town Council scheduled at least 10 regular meetings.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed 2018 Calendar meeting dates as presented. Council Member Tricoche seconded the motion and it passed unanimously.

Item 5. Consideration and Approval of a Memorandum of Understanding (MOU) between the Town of Surfside, the Village of Bal Harbour and the Town of Bay Harbor Islands to research and assess the development of a more cost-effective shuttle bus operation of all three municipalities.

ACTION: Council Member Yaffe made a motion to approve the MOU. Vice Mayor Bruder seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 6. Consideration and Approval of an ordinance on second reading amending Chapter 16 of the Town Code to permit payroll deductions for the payment of purchases of credited service for past military and/ or police service.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT PAYROLL DEDUCTIONS FOR THE PAYMENT OF PURCHASES OF CREDITED SERVICE FOR PAST MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

Item 7. Consideration and Approval of an ordinance on second reading amending Section 18-22 of the Town Code to require property owners to underground the service lines. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 18-22 ENTITLED NEW CONSTRUCTION AND REHABILITATED STRUCTURES, TO REQUIRE PROPERTY OWNERS TO UNDERGROUND THE SERVICE LINE OR LATERAL FROM THE BUILDING TO THE UTILITY POLES OR UNDERGROUND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

Item 8. Consideration and Approval of an ordinance on second reading amending Section 23-11 of the Town Code to allow for additional building height in the B-1 Business District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO AMEND SECTION 23-11(C) TO ALLOW FOR ADDITIONAL BUILDING HEIGHT IN THE B-1 BUSINESS DISTRICT PROVIDED A DEVELOPER PARTICIPATES IN THE TOWN'S PUBLIC BENEFITS PROGRAM; ESTABLISHING A PUBLIC BENEFITS PROGRAM FOR ADDITIONAL BUILDING HEIGHT INCLUDING SPECIFIC PUBLIC BENEFITS DESIRED BY THE TOWN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

ORDINANCES ON FIRST READING:

Item 9. Consideration and approval of an ordinance on first reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

Item 10. Discussion and direction with regard to Council Member Fuller's request to design an amphitheater and passive park at the lot located on 95th Street and West Bay Harbor Drive. Staff is proposing a budget in the amount of \$156,000, if approved the Town will solicit a request for proposals (RFP) for the project.

PUBLIC COMMENT

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive and Leo Caneiro, 1050 93 Street, felt that the item should have been discussed by the Parks and Recreation Committee. Frances Neuhut, 1060 Kane Concourse, supported the proposed amphitheater.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to solicit a request for proposal to design an amphitheater / passive park on the corner lot located on 95th street and West Bay Harbor Drive, with the condition that a professional Engineer analyze the sound for the lot. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 11. Consideration and Approval to extend contract BHI-128 with LMK Pipe Renewal LLC. in the amount of \$250,000 to continue sewer lateral lining to reduce the volume of infiltration that enter the sanitary collection system. Enclosed is a Memo from Randy Daniel, Town Engineer.

ACTION: Council Member Salver made a motion to approve the contract extension of BHI-128 with MLK Pipe Renewal, LLC. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

Item 12. Approval of contract award BHI 188 to perform the lining of the sewer main to Miller Pipeline Corporation the amount of \$29,337.50 .

ACTION: Council Member Salver made a motion to approve the contract award of BHI-188 to Miller Pipelines Corporation. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 13. Discussion regarding an amendment to the Town Code to establish additional lighting requirements for new multi-family developments.

Consensus was for staff to draft an ordinance for first reading to establish lighting requirements for the new developments.

Item 14. Discussion requested by Council Member Reid regarding parking regulations that allow underground parking garages.

Consensus was for the Town Planner to provide a report of other cities regulations on underground parking.

There being no further business to discuss meeting was adjourned at 8:37 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A regular meeting of the Town Council was held on Monday February 12, 2018 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. Proclamation - Teacher of the Year

Molly Winters Diallo of Alonso & Tracy Mourning Senior High School

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Tricoche requested a future agenda item to discuss placing bike racks on Kane Concourse.

Council Member Yaffe would like a discussion item on mechanical parking lift.

Council Member Reid requested discussions on noise and also requested a report from the Town Manager on mosquito control and prevention.

TOWN MANAGER'S REPORT:

Item 2. Report of Investments Performance for the period end December 31, 2017 - Dan Brea of BNY Mellon.

Charles Sachs from BNY Mellon came forward and provided the Council a report on the Town's investments performance.

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

Council Member Fuller reported visiting the State Capital; attended the Miami Dade County League of Cities Meeting and the Spay and Neuter Event held in Town.

Council Member Yaffe reported also visited the State Capital to meet with State representatives. He explained that the Florida House would be voting on a bill that could mandate when cities can hold their elections. Other discussions included a bill on vacation rentals, to which the Town enacted ordinances on the topic. He also attended the Miami Dade County league of Cities meeting and Spay and Neuter event at Town.

Vice Mayor Bruder attended Dade Days in Tallahassee and met with representatives. She attended the Spay and Neuter event, a total of 24 cats were spayed and neuter.

Council Member Tricoche attended the Legislative Action Days and Dade Days in Tallahassee; the Spay and Neuter event. She also suggested adding an Instagram account to social media.

Council Member Reid attended the Spay and Neuter event and thanked the Miami Dade County Commissioner Sally Heyman for helping coordinate the event.

Council Member Salver attended the Legislative Action Days and Dade Days in Tallahassee. He also attended a Children's Trust Meeting.

Mayor Leonard attended Dade Days in Tallahassee and met with state representatives.

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.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and thanked the Town Council for going to Tallahassee and fighting for home rule.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the Town Joint Use Agreement with the School Board allow for the kids to utilize the field after schools.

Victor Maya, 1155 103 Street, came forward and asked why the Town was not considering placing artificial grass on the proposed amphitheater since it has been done at the 98th Street Park.

COMMITTEE REPORTS:

Item 3. Consideration of a recommendation from the Parks and Recreation Committee for a new Senior Social Night program to be held at the community center.

ACTION: Consensus was to move forward with a new Swing Night Event for the Seniors, event must not exceed \$1,000 in expenses.

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.)

At this time item #4 was pulled from the consent agenda for discussion

Item 5. Consideration and Approval of charity donation requested by Mayor Leonard in the amount of \$1,000 to the Ruth K. Broad Bay Harbor PTA. Enclosed is a copy of the funding request documents.

Item 6. Consideration and Approval of a request from the David L. Singer Memorial Foundation of the Town's customary donation in the amount of \$500 for the Special Olympics Event. Enclosed is a copy of the funding request form and supporting documents.

Item 7. Consideration and Approval of an expenditure in the amount of \$21,892.00 for the purchase of a new Ford F-150 pickup truck for the Public Works Department from Duval Ford. Enclosed is a copy of the quote and outline of the specs.

Item 8. Consideration and Approval of contract award BHI-190 to Cues, Inc in the amount of \$34,600 for the purchase of a new sewer crawler camera inspection system for the Public Works Department. Enclosed is copy of the bid documents and supporting documents.

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

Item 4. Consideration and Approval of an employment agreement with the Chief of Police, C. Sean Hemingway for a period of three (3) years.

ACTION: Council Member Salver made a motion to approve the employment agreement for the Chief of Police. Council Member Fuller seconded the motion and it passed unanimously.

At this time Item # 16 was taken out of order.

Item 16. Discussion to establish regulations for the installation and maintenance of floating vessels platforms / floating boat slips. Enclosed is a staff report from Town Planner, Michael Miller.

There was a brief discussion on the existing floating docks conditions; mourning piles; DERM; the Town Code on floating docks; the state preemption to regulate and an update report on the existing seawalls.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and suggested for the council to require a permit for the installation of the floating docks. She urged the Council to request an updated report of all the Town's seawalls.

Scott Hannon 9160 W. Harbor Drive, came forward and requested for the Council to conduct a study on what floating docks were damaging the seawall.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the existing conditions of the floating docks.

Victor Maya, 1155 103 Street, came forward and felt that the coastal water need to be regulated due to the many speeders on jet skis.

CLOSED PUBLIC COMMENT

Consensus was for the Town Planner to come back with a staff report and suggestions for a possible code amendment to regulate floating vessels platforms and for the Town Manager to hire a firm to conduct inspections of the seawalls conditions and docks.

At this time Vice Mayor Bruder stepped out of the dias.

ORDINANCES ON SECOND READING:

Item 9. Consideration and approval of an ordinance on second reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Fuller made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 10. Consideration and Approval of an ordinance on first reading to amend Chapter 10 of the Town Code to enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

At this time Vice Mayor Bruder returned to the dias.

PUBLIC COMMENT

Vincent Martine, 1050 93 St, came forward and urged the Council to consider legislation to address the matter.

Frances Neuhut, 1060 Kane Concourse, came forward and urged the Council to consider additional lighting for the 95th street municipal parking lot.

CLOSED PUBLIC COMMENT

There was a detailed discussion on the proposed ordinance text; photometric requirements; samples of one candle foot; other cities regulations on lighting and Planning & Zoning Board input.

Consensus was for the proposed ordinance to be discussed by the Planning & Zoning Board and bring back for first reading.

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

Item 11. Consideration and Approval of a agreement requested by Mayor Leonard between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that proposed program from Miami Shores to teach kids to swim was not adequate.

CLOSED PUBLIC COMMENT

ACTION: Council Member Fuller made a motion to approve the proposed agreement. Council Member Salver seconded the motion and it passed unanimous poll vote.

Item # 14 was taken out of order.

Item 14. Consideration and Approval of a proposal from Calvin, Giordano & Associates in the amount of \$8,250 for professional traffic engineering services related to the proposed development located on the Northeast corner of NE 123 Street and North Bayshore Drive in the City of North Miami.

There was a brief discussion on the to perform a traffic engineering services; proposed site plan in City of North Miami; Town restrictions on the reference property; traffic impact for outgoing traffic of the site and the Town rights to contest any rights to the reference property.

Consensus was for the Town Attorney to provide a report on the Town rights over the reference property.

Item 12. Consideration and Approval of a proposal from Kimley Horn and Associates, Inc. in the amount of \$9,500 to develop a Preliminary Design Report of the existing emergency power system for Town Hall. Enclosed is a copy of the proposal submitted by Kimley Horn and Associates.

Consensus was to table the item to next month regular council meeting and for staff to provide other firms proposals.

Item 13. Consideration and Approval of award of contract BHI-191 for Zone 2 valley gutter repairs in favor of C & I Construction and Design in the amount of \$110,000. Enclosed is a copy bid results and contract documents.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with water retaining in the alley.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the contract BHI-191 to C & I Construction. Vice Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 15. Discussion requested by Council Member Salver regarding the design standards for single family homes on the West Island.

There was a brief discussion on referring the discussion item to the Planning & Zoning Board for recommendations; landscaping; percentages of landscaping on the driveways; possible moratorium; designs standards for the East Islands and a possible Join Workshop Meeting with the Planning & Zoning Board and Town Council.

PUBLIC COMMENT

Leo Canneiro, 1050 93 St, asked why wasn't the Parks and Recreation Committee discussion the proposed item. He urged the Council to consider adding more green space.

Victor Maya, 1155 103 Street, came forward and reminded the Council that only multifamily projects are discussed by the Design and Review Committee and not the single family homes.

Frances Neuhut, the Vice Chair to the Planning & Zoning Board has requested a discussion on lot coverage.

CLOSED PUBLIC COMMENT

Consensus was for the Town Manager to send correspondence to the Planning & Zoning Board to provide the Council with recommendations.

The Town Council will hold a Joint Workshop Meeting with the Planning & Zoning Board on April 1, 2018 at 6:30 p.m.

There being no further business to discuss meeting was adjourned at 9:49 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A regular meeting of the Town Council was held on Monday March 12, 2018 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. The St. Regis Bal Harbour Resort

Mayor Leonard presented a Certificate of Appreciation to the Morelock family for a weekend stay courtesy of the St. Regis Bal Harbour Resort.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that all required documentation has been submitted to FEMA for the disaster aftermath and its being review by the State. He expected a \$350,000 reimbursement from the State. He also reported on the recent sewer main break, which has since been repaired.

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

Council Member Tricoche reported she attended the LEO Awards; Staff Appreciation Banquet, and the Island Chief Dinner. She also reminded the residents of the upcoming event such as the Town Annual Picnic and the Town Egg Hunt.

Council Member Reid reported she attended the Employees Banquet; the Island Chief Dinner and the last two (2) Planning and Zoning Board Meetings.

Council Member Salver reported he attended the Annual Employees Banquet.

Council Member Fuller reported he attended the Island Chief Dinner and the Employee Dinner Banquet.

Council Member Yaffe reported he attended the Employees Annual Banquet, and Island Chief Dinner.

Vice Mayor Bruder reported she attended a school meeting to address the security measurements.

Town Manager Wasson asked for the Town Council approval to donate unused vehicles that were obsolete to Puerto Rico to help in their recovery efforts after the recent Hurricane.

Consensus was to donate the unused Town's vehicles to Puerto Rico.

Item 2. Consideration and Approval of a request by Miami Dade County League of Cities to designate a Director and an alternate Director to serve on the Board of Directors for a period of one year.

ACTION: Council Member Salver nominated Council Member Yaffe as the Director and Council Member Reid as the alternate Director. Council Member Fuller seconded the motion and it passed unanimously.

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.

Kathleen Kennedy, 9182 W. Bay Harbor Drive, came forward and was disturbed to hear that a Council Member walked a resident to Town Hall to run for the Town Election against the Mayor.

Mitch Feldman, 10165 Bay Harbor Terrace, came forward to complaint about the construction site workers changing their clothes and littering on Public Street.

Consensus was for Town Manager Wasson to provide notice to all construction sites advising them of that the behavior would not be tolerated.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the increase in density, inter local agreement with the school and the Town Election.

John Vetter, 10350 W. Bay Harbor Drive, came forward and presented the Town Council with pictures of the Sereno Site. He explained the excess lighting; the new hotels parking for delivery and lack of maintenance to a gateway property.

CLOSED PUBLIC COMMENT

COMMITTEE REPORTS:

Item 3. Update from the Planning and Zoning Board Chair Steven Hurwitz.

Chair Hurwitz came forward and provided a report to the Town Council on the recent meetings with Planning & Zoning Board. He thanked the Council for forwarding the topic to the Board for discussion. He explained that the Board had extended discussion on the following areas:

- Opposed to the design guidelines for single family homes.
- Landscaping requirements for the front yard.
- Second floor limitations (by creating flex setbacks or control the percentage on the second floor)
- Lot and building coverage.

Town Clerk Siegel suggested for the Town Council to further discuss and host a Joint Workshop with the Planning & Zoning Board.

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.)

At this time Item #4 was pulled from consent agenda for discussion.

Item 5. Consideration and approval of a charity donation requested by Council Member Reid and Council Member Fuller to the Pelican Harbor Seabird Station in the amount of \$1,000 for their annual Fundraising Party to be hosted April 17,2018.

Item 6. Consideration and Approval requested by Council Member Fuller to make a charity donation in the amount of \$1,000 to the Ruth K. Broad Parent Teacher Association (PTA) to help fund an art sculpture to honor the 17 students of the Florida school shooting at Marjorie Stoneman Douglas High School.

Item 7. Approval regarding the attendance to the 64th Miami-Dade County League of Cities Annual Installation Gala to be held on Saturday, May 12, 2018. The Silver Sponsorship Package in the amount of \$8,050 will include 3 tables and a full page color advertisement.

ACTION: Vice Mayor Bruder made a motion to approve the consent agenda. Council Member Fuller seconded the motion and it passed unanimously.

Item 4. Consideration and Approval of a resolution continuing and extending a temporary moratorium on medical marijuana dispensing facilities with the Town of Bay Harbor Islands for an additional period of one hundred and eighty (180) days.

ACTION: Council Member Yaffe made a motion to approve the resolution extending the temporary moratorium on medical marijuana. Council Member Tricoche seconded the motion and it passed unanimously.

ORDINANCES ON FIRST READING:

Item 8. Consideration and Approval of an ordinance on first reading amending Section 23-12(6) of the Town Code related to floating vessels platforms and floating boat lifts.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS TO MODIFY SECTION 23-12(6) RELATED TO FLOATING VESSEL PLATFORMS AND FLOATING BOAT LIFTS; CREATING REGULATIONS FOR

SUCH DOCKING FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

At this time Vice Mayor Bruder left the meeting.

PUBLIC COMMENT

Residents Scott Hannon, 9160 W. Bay Harbor Drive; Alvaro Krapkin, 9180 W. Bay Harbor Drive, were opposed to the proposed ordinance.

Residents Kathleen Kennedy, 9180 W. Bay Harbor Drive; Frances Neuhut, 9120 W. Broadview Drive; and John Corral were all concerned with the Town seawalls.

CLOSED PUBLIC COMMENT

Consensus was for staff to provide a report of the current seawall conditions and prepare an ordinance for a possible code amendment.

Item 9. Consideration and Approval of an ordinance on first reading amending the Town Code to provide enhanced outdoor lighting requirements.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

There was a detailed discussion on the proposed lighting requirements for new developments; Planning & Zoning Board comments; photometric plan requirements; revisions to the text of the proposed ordinance; West Island Homes and sample of a foot candle.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the tennis courts have no lighting.

John Vetter, 10350 W. Bay Harbor Drive, came forward and provided the Council of an updated picture of the Sereno project and felt that the lighting was still an issue.

CLOSED PUBLIC COMMENT

Consensus was for the Town Planner Miller to come back with the revise language addressing requirements for photometric plans for single family homes and provide samples of a foot candle.

Item 9.1 Consideration and Approval of an ordinance on first reading requested by Mayor Leonard relating to bicycle parking on sidewalks, streets, right of way and public property in the Town.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED STREETS AND SIDEWALKS, BY ADDING SECTION 18-11 ENTITLED BICYCLE PARKING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and urged the council to do something about the streets to make them safer.

CLOSED PUBLIC COMMENT

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

Item 9.2 Consideration and Approval of an ordinance on first reading requested Mayor Leonard to prohibit unattended personal property upon public property.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED STREETS AND SIDEWALKS, BY ADDING SECTION 18-10 ENTITLED PROHIBITION OF UNATTENDED PERSONAL PROPERTY UPON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Leonard asked for the Council to consider the proposed ordinance as it relates to unattended personal property on Town property.

ACTION: No action taken

DEFERRED ITEMS:

Item 10. Discussion and possible action requested by Council Member Fuller to explore the option of acquiring the property located on the southwest corner of Bay Harbor Terrace and 97 Street (currently being utilized as a parking lot for 1111 Kane Concourse) through eminent domain.

At this time Council Member Yaffe stepped out of the room.

There was a brief discussion on what the Town could build on the proposed land; report by the Town Attorney on eminent domain proceedings and cost for the land.

PUBLIC COMMENT

Victor Maya 1155 103 Street; and Frances Neuhut, 1060 Kane Concourse, were opposed to the proposed eminent domain. Gabriel Boano, 9434 W. Broadview Drive, came forward and clarified that

based on discussion from his attorney the 1111 Kane Concourse Building have no Transfer Developments Rights.

CLOSED PUBLIC COMMENT

Council Member Salver left the meeting at 9:55 pm.

ACTION: Consensus was for staff to meet with the land owners to discuss a deck action and obtain a cost estimate of the land.

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

Item 11. Consideration and Approval of Contract Award BHI-192 to Arrow Asphalt Inc. in the amount of \$83,725.50 for Resurfacing and Re-striping the Municipal Parking Lot on 95th Street.

ACTION: Council Member Yaffe made a motion to approve contract award BHI-192 to Arrow Asphalt, Inc. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 12. Consideration and Approval of a proposal from Chen Moore and Associates in the amount of \$96,250.00 to perform an inspection and assessment report of the seawalls around the East and West Island.

ACTION: Council Member Tricoche made a motion to approve the proposal submitted by Chen Moore and Associates. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 13. Discussion requested by Council Member Yaffe regarding mechanical parking lifts regulations.

Consensus was for staff to bring back on ordinance on first reading to require valet parking as a condition for any new developments that have mechanical parking lifts.

Town Manager Wasson stated that Vice Mayor Bruder had inquired about the school basketball courts and asked if we could use the vacant lot located adjacent to the Community Center as the temporary location for basketball courts until the school was done with the renovations, but the amphitheater would have to be delay.

Consensus was to not delay and continue the construction plans for the amphitheater at the 95 Street and West Bay Harbor Drive vacant lot.

Item 14. Discussion and possible action requested by Council Member Fuller regarding having a closed meeting to discuss the Town's security systems and plans in connection with an active shooter.

There was a brief discussion on the proposed close session meeting; could ask for the Attorney General opinion; option for the Town Manager and the Chief of Police to meet with school officials and notice of the closed meeting.

Consensus was for the Town Attorney office to obtain an opinion from the Attorney General if the Town could have a Closed Session to discuss a security plan for the local school, where the Town has possession of the property during certain hours of the day.

There being no further business to discuss meeting was adjourned at 10:35 p.m.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A REGULAR MEETING TOWN OF BAY HARBOR ISLANDS

An Organization Meeting of the Town Council was held on Monday April 16, 2018 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

Item 1. Distribution of Annual Salaries to the Town Council.

ACTION: Consensus was to donate the Town Council Annual Salaries of \$7.00 to the Ruth K. Broad Bay Harbor K-8, Parent Teacher Association.

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

ACTION: Vice Mayor Bruder made a motion to accept the Certification of Elections. Council Member Tricoche 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 administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel administered the Oath of Office to Council Member Leonard.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and felt that there were many Town residents that were confused with the elections flyers that were mailed out and many residents were under the impression that there was an Election for a Town Mayor.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the Town Council traditionally took turns on how they appoint as the Town Mayor and felt that there were other members in the Town Council that were qualified to fulfill that role.

CLOSED PUBLIC COMMENT

Item 4. Selection of a Mayor by the Town Council

ACTION: Council Member Reid made a motion to appoint Council Member Yaffe as the Town Mayor.

Council Member Yaffe thanked Council Member Reid for the nomination, but declined the Mayor nomination.

Mayor Leonard made a motion to appoint Vice Mayor Bruder as Mayor. Council Member Tricoche seconded the motion and it passed 6-1, with Council Member Reid opposed.

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

ACTION: Mayor Bruder made a motion to appoint Council Member Fuller for Vice Mayor. Council Member Yaffe seconded the motion and it passed 6-1, with Council Member Reid opposed.

Item 6. Administration of Oaths of Office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk, Marlene M. Siegel.

At this time Town Clerk Siegel administered the Oath of Office to Mayor Bruder and Vice Mayor Fuller.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and Deputy Town Clerk. The current resolution reflects the current appointments of Marlene M. Siegel and Alba L. Chang.

ACTION: Council Member Yaffe made a motion to approve the proposed resolution re-appointing the Town Clerk and the Deputy Town Clerk. Council Member Tricoche 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 current resolutions reflects the current appointment of Craig B. Sherman as Town Attorney, with Drew B. Sherman and Frank Simone as Assistant Town Attorneys.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward and felt that the Town Attorney should be more vigilant with Town contracts and urged the Town Council to consider interviewing other attorneys.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed with the preschool located in the Business District and felt that the meetings should be broadcast on the Town channel.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed resolution re-appointing the Town Attorney and the Assistant Town Attorneys. Council Member Tricoche seconded the motion and it passed 6-1, with Council Member Reid opposed.

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

Mayor Bruder administered the Oath of Office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorney.

There being no further business to discuss meeting was adjourned at 7:37 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 4.

ITEM:

Consideration and **Approval** for the purchase of a new police marine patrol vessel for \$194,485.00 from Brunswick Commercial and Government Products. The purchase will be through the Florida Sheriffs 1122 Program which piggybacks a federally negotiated pricing/contract. Bids were requested from six (6) boat manufacturers. Documents explaining the program and other quotes are attached.

DESCRIPTION:

Consideration and **Approval** for the purchase of a new police marine patrol vessel for \$194,485.00 from Brunswick Commercial and Government Products. The purchase will be through the Florida Sheriffs 1122 Program which piggybacks a federally negotiated pricing/contract. Bids were requested from six (6) boat manufacturers. Documents explaining the program and other quotes are attached.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The approval will require an appropriation from General Fund Reserves.

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. Memo to Chief - New Vessel Purchase
2. Brunswick 850D
3. GSA Brunswick Contract
4. contender
5. everglades
6. intrepid
7. sea hunter
8. IMG_0291
9. IMG_0293
10. IMG_0294
11. IMG_0310



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Sean Hemingway
Chief of Police
Via Chain of Command

Date: July 15, 2018

From: Curtis Johnson
Lieutenant

Subject: Florida Sheriffs 1122 Program
Purchase of New Vessel

In the last eight months Corporal LaMantia has been researching different boat manufacturers for a recommendation for the purchase of a new marine patrol vessel.

The following six boat manufacturers were contacted with a tour of each of their manufacturing facilities. Below is the response from each of them.

1. Yellowfin – No response
2. Contender – No official quote, base price starts at \$207,249.00
3. Everglades - \$261,648.00
4. Sea Hunter - \$285,000.00
5. Intrepid - \$221,011.00
6. Brunswick - \$194,485.00

Officer LaMantia met with the following law enforcement agencies that have a full time marine patrol to inquire to the type of vessel they use and any recommendations. Between all of the agencies listed there is a mixture of traditional hulls and the rigid-hull inflatable boat (RHIB). After consulting with these other agencies, visiting the six different boat manufactures, and noting how we intended to utilize our vessel, we are recommending a rigid-hull inflatable boat. We are recommending that the Town purchase the rigid-hull inflatable boat from Brunswick which is the commercial and government division of Boston Whaler. One of the biggest advantages to a rigid-hull inflatable boat is the stability and the diminishing damage and wear with repeated boarding/tying off to other vessels.

1. Florida Wildlife Commission (FWC)
2. Miami-Dade Police Department
3. Palm Beach Sheriff's Department
4. North Miami Police Department
5. Village of Indian Creek Public Safety
6. Bal Harbour Police Department
7. Aventura Police Department

Cpl. LaMantia and I met with the sales representative for Brunswick and reviewed the specifications of the vessel and the quote that was provided. The quote that was given to us can only be obtained through the Florida Sheriffs Association 1122 program.

The 1122 program allows state and local government agencies to save money on equipment

Bay Harbor Islands Police Department

Interoffice Memorandum

suitable for use in the performance of counter-drug activities, homeland security and emergency response missions by taking advantage of federal discounts through the General Services Administration (GSA) schedule. The GSA establishes long-term government wide contracts with commercial firms to provide access to millions of commercial products and services at volume discount pricing.

Participating states in the 1122 Program appoint a State Point of Contact (SPOC) to administer the State's activities under the program. The ordering process begins when the local government identifies items needed in support of its counter-drug mission, homeland security and emergency response activities. The local government can use the 1122 Program Equipment and Supplies Catalog to determine if the desired items are available via the Federal procurement system. Any local government wishing to make a purchase through the 1122 Program must contact their designated SPOC in order to make a purchase. The Florida Sheriffs Association oversees the program for the State of Florida.

In reference to Mr. Simone's first opinion after his review of the MOU from the Florida Sheriffs Association, I would like to add that we are in no way obligated to purchase solely from the 1122 program. We can always purchase the same equipment/product from any vendor we find at a lower price. By signing the MOU, it gives us an additional resource for purchasing authorized equipment at volume discount pricing.

In reference to his second opinion, we are not obligated to specially note what activity we intend to use the equipment for. Any equipment that is purchased and used from the 1122 program must fall under one of the three stated activities. As stated in our approved letter of application, "The Bay Harbor Islands Police Department is constantly on the look-out within our community for homeland security type issues as we are surrounded by the Intracoastal Waterway. We have a marine patrol that patrols and monitors the surrounding areas and Haulover Inlet for any illegal activity, including drug activity." "In addition to being active with local and federal counter-drug task forces, the Bay Harbor Islands Police Department has and does perform counter-drug activities within our jurisdiction."

As far as responding to "emergency response missions", our vessel has and will always be available to save lives, protect property, the environment, and meet basic human needs after any type of incident whether it is natural or a man-made disaster.

Any item purchased through the 1122 program is also charged a 2.5 percent administrative fee which is added to the final invoice that must be paid within 30 days of receipt.

After speaking to Mr. Simone he felt that we have met the Town's procurement procedures by obtaining the other quotes and that the purchase of a vessel through the 1122 program was essentially piggybacking an already negotiated federal contract/pricing.

GSA Contract Information:

GSA SCHEDULE TITLE: Small Craft and Marine Equipment FSC Group 19, Part 1, FSC Classes 1940 and 2010

-CONTRACT NUMBER: GS-07F-0011J CONTRACT PERIOD: 10/1/98 through 09/30/18



Brunswick Commercial and Government Products, Inc.
420 Megan Z Avenue
Edgewater, FL 32132
386-423-2900

DRAFT Quotation

No. 7099

June 18, 2018

Base Boat	Accessories	Freight	Product Total
\$ 49,157.00	\$ 144,328.00	\$ 1,000.00	\$ 194,485.00

Dealer Information

BCGP GSA Pricing (22066 - 001)
420 Megan Z Avenue
Edgewater, FL 32132
Contact: Jeff Hubert
Contact Email: jeff.hubert@whaler.com
Tel: 321.474.9662

Customer Info

Bay Harbor Islands Police Department
9665 Bay Harbor Terr.
9665 Bay Harbor Terr.

Reference Info:

Eng Ref Nos.:

Purchase Order ID:

Contract No.:

Model Information

Line	Qty	Model	Description	Quoted Amt.	Total
1	1	850IM	HEAVY-DUTY FIBERGLASS HULL HAZE GREY GELCOAT SS BOW EYE SS STERN LIFTING / TOWING EYES NON-SKID MOLDED INTO GEL COATED DECK & APPLIED TO TUBES COMMERCIAL-GRADE TUBES MADE WITH EXCLUSIVE POLYURETHANE FABRIC HEAVY-DUTY INFLATION VALVES AND PRESSURE RELIEF VALVES SAFETY RELIEF VALVES 8" HEAVY-DUTY RUBBING STRAKE 7 SEPARATE AIRHOLDING CHAMBERS 8 COLLAR HANDLES EXTERNAL LIFELINES INTERNAL LIFELINES TUBE REINFORCEMENTS TUBE REPAIR KIT BOW LOCKER (4) 10" CLEATS (2) 4" ELEPHANT TRUNK DECK DRAINS FWD & AFT BELOW DECK STORAGE COMPARTMENTS HYDRAULIC TILT STEERING STAINLESS STEEL STEERING WHEEL W/KNOB ELECTRIC BILGE PUMP WITH AUTOMATIC FLOAT SWITCH MANUAL COLLAR INFLATION PUMP SWITCH PANEL- BILGE, NAVIGATION LIGHTS, 4 AUXILIARY FIRE EXTINGUISHERS (3) LED NAVIGATION LIGHTS ELECTRIC HORN BRASS DRAIN PLUG TRIM TABS- ELECTRIC W/INDICATORS 150-GALLON BAFFLED ALUMINUM FUEL TANK	\$ 49,157.00	\$ 49,157.00

Color

Line	Qty	Acc. No.	Description	Quoted Amt.	Total
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1	1 60020	HAZE/HAZE/BLACK		\$ 0.00	\$ 0.00
Engine					
Line	Qty	Acc. No.	Description	Quoted Amt.	Total
1	1	1022	BCGP SUPPLIED ENGINE('S) 18-125 Dual Mercury 300 SeaPro 30" shaft	\$ 35,659.00	\$ 35,659.00
Accessories					
Line	Qty	Acc. No.	Description	Quoted Amt.	Total
1	2	61499	PROPELLER, SST V-6'S	\$ 506.00	\$ 1,012.00
2	4	60763	LED FLOODLIGHTS (EA) one each P/S, fwd and aft of top individually switched	\$ 225.00	\$ 900.00
3	1	60745	COMPASS-RITCHIE NAVIGATOR (FLUSH MNT)	\$ 332.00	\$ 332.00
4	1	60757	SPOTLIGHT, ACR REMOTE CONTROL 200,000 CP	\$ 1,993.00	\$ 1,993.00
5	1	60740	12 VOLT OUTLET Dual USB outlet	\$ 70.00	\$ 70.00
6	1	60904	BATTERY SYSTEM DUAL ENG 2 START 1 ELEC	\$ 1,883.00	\$ 1,883.00
7	1	60814	RADAR STUMP 10" haze gray	\$ 351.00	\$ 351.00
8	1	61540	STAINLESS STEEL CUTWATER	\$ 1,621.00	\$ 1,621.00
9	1	61543	HD BOW EYE REINFORCEMENT	\$ 860.00	\$ 860.00
10	1	61550	ADDITIONAL SPRINGLINE CLEATS (1PAIR)	\$ 279.00	\$ 279.00
11	1	61402	DUAL ENGINE INSTALLATION & TEST	\$ 1,211.00	\$ 1,211.00
12	2	60841	VHF RADIO, ICOM IC-M422 W/ DSC	\$ 809.00	\$ 1,618.00
13	1	4976	HP COLLAR INFLATION PUMP W/ 12V OUTLET	\$ 304.00	\$ 304.00
14	1	7007	FOAM HYBRID D-COLLAR UPGRADE standard gray w/black rub strakes	\$ 8,876.00	\$ 8,876.00
15	1	7636	D27M OPTIMA DUAL PURPOSE AGM BATTERY	\$ 258.00	\$ 258.00
16	1	60950	BATTERY CHARGER 1-3 BANK (SELECT SHORE PWR)	\$ 982.00	\$ 982.00
17	1	60951	SHORE POWER 110VAC/60HZ	\$ 496.00	\$ 496.00
18	2	7627	UPGRADE FLOAT SWITCH TO ULTRA SAFETY JR	\$ 117.00	\$ 234.00
19	1	7641	WATERTIGHT STORAGE COMPARTMENT UPGRADE aft of leaning post	\$ 227.00	\$ 227.00
20	1	61441	MERC DUAL VERADO PRE-RIG W/DTS & SMARTCRAFT	\$ 6,810.00	\$ 6,810.00
21	1	3853	MERCURY 4" VESSEL VIEW UPGRADE-DUAL VERADO	\$ 98.00	\$ 98.00
22	1	61599	BILGE PUMP	\$ 249.00	\$ 249.00
23	2	2352	VERADO ENGINE STARTING BATTERY (1110CMA)	\$ 337.00	\$ 674.00
24	5	61735	LED LIGHT SERIES 500 BLUE (QTY 1) wire so that these lights come on with lightbar at same time, switch up; switch down for just 500 series lights; Mount two lights on rear of Leaning post facing aft; one each P/S of console; one on console facing fwd	\$ 274.00	\$ 1,370.00
25	1	8341	LOCKABLE LAPTOP COMPUTER BOX IN CONSOLE Panasonic Toughbook cf-53	\$ 3,526.00	\$ 3,526.00
26	1	61744	LIGHTBAR 28" LED MINI-EDGE ULTRA FREEDOM Blue	\$ 4,314.00	\$ 4,314.00
27	1	62601	SEA TRIALS At Bay Harbor Island PD	\$ 1,772.00	\$ 1,772.00
28	1	11417	@INSTALLATION OF CFE "AGENCY" RADIO	\$ 877.00	\$ 877.00
29	1	11461	@2-WIDE ALUMINUM CONSOLE FOR SHOXS SEATS	\$ 8,271.00	\$ 8,271.00
30	2	9216	SHOXS-6300 (EA) BULKHEAD MOUNT SEAT	\$ 4,106.00	\$ 8,212.00
31	2	9217	SHOXS-1628 FOOTREST (EA) FOR BULKHEAD SEATS	\$ 844.00	\$ 1,688.00
32	1	11465	@SHOTGUN STORAGE BOX FOR (X2) SHOXS 6300'S	\$ 5,536.00	\$ 5,536.00
33	1	62032	ENGINE CRASH RAIL W/REMOVABLE HOOP	\$ 2,434.00	\$ 2,434.00

Custom			
Line	Qty Description	Quoted Amt.	Total
1	1 18-013 FULL ALUMINUM BOCA TOP Haze gray	\$ 9,859.00	\$ 9,859.00
2	1 100-13504 DIVE DOOR 34"	\$ 8,647.00	\$ 8,647.00
3	1 61802 HULL CHAFE PLATE - 34" DIVE DOOR	\$ 541.00	\$ 541.00
4	1 7160 FLIR M-324XP THERMAL NIGHT VIS CAME 30hz	\$ 9,943.00	\$ 9,943.00
5	1 18-014 E-BOX FOR BOCA TOP Haze gray- aluminum	\$ 1,837.00	\$ 1,837.00
6	1 61502 Hi-low pattern side rails; haze gray; high side even w/aft side of leaning post	\$ 965.00	\$ 965.00
7	1 17-233 RAYMARINE RADAR KQuantum 18 Radar	\$ 1,890.00	\$ 1,890.00
8	1 17-232 RAYMARINE AXIOM PRO 12 12" Display	\$ 4,115.00	\$ 4,115.00
9	1 62502 LETTERING ON HULL Above Rub strake on Gray color	\$ 879.00	\$ 879.00
10	1 17-215A COOLER W/CUSHION AND HOLD DOWN white cooler (45qt) w/gray cushion	\$ 655.00	\$ 655.00

Current Terms and Conditions

Current Terms and Conditions:

1. Payment terms are NET 30 DAYS from invoice date, subject to satisfactory credit approval at time of order placement. Manufacturer's Statement of Origin documents will be mailed to the customer upon receipt of full payment.
2. Prices are valid for 60 days from the date of this quotation.
3. Brunswick Commercial and Government Products, Inc. (BCGP) reserves the right to modify or discontinue models and equipment at any time.
4. Customer furnished equipment must be received no later than 30 days from receipt of purchase order.
5. If the terms in any customer purchase order or related documents are inconsistent with these terms and conditions, these terms and conditions shall control.
6. Customer shall be responsible for a late payment charge of 2% per month, or the maximum permitted by law, whichever is lower, on invoices which remain unpaid beyond the due date. In addition, if BCGP must exercise legal remedies to enforce these terms or collect customer's unpaid amounts, BCGP shall be entitled to recover all of its reasonable attorneys fees, expert fees, court costs and other expenses incurred in connection therewith.
7. Only BCGP's standard, published, limited commercial warranty, which may be modified from time to time in BCGP's sole discretion, shall apply to the sale of products by BCGP. Customer acknowledges that all warranty obligations are contingent on receipt of full payment.
8. In the event of any requests for changes to the products covered by this quotation, BCGP shall review such requests and discuss the potential effects on pricing, delivery timing and other similar matters with the customer. Changes will only be effective if in a writing signed by both parties.
9. No liability shall be sustained by BCGP by reason of BCGP not filling the order described in this quotation due to circumstances beyond its reasonable control, including but not limited to, labor disputes, natural disasters, accidents to machinery, acts of God, acts of or threatened acts of war or terrorism, material shortages, regulations, demands for goods exceeding BCGPs available supply, or any other cause beyond BCGPs control. In the event of any delay in delivery or performance caused by any of the foregoing, the date upon which delivery or performance is due shall be extended by the amount of the delay caused by any of the foregoing.

Note: All option descriptions that begin with "@" and all options under the Custom header are non-GSA contract items.

Export Compliance:

For international quotations/shipments: The commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Incoterms 2010 shall apply.

For shipments to Canada and Mexico: NAFTA certificates are not required.

GSA Contract Information:

-GSA SCHEDULE TITLE: Small Craft and Marine Equipment FSC Group 19, Part 1, FSC Classes 1940 and 2010
-CONTRACT NUMBER: GS-07F-0011J CONTRACT PERIOD: 10/1/98 through 09/30/18
-CAGE CODE: 3QRA5 SIC: 3732 FEDERAL TAX ID#: 36-4432261
-DUNS: 015602878 -PRICES ARE EX-WORKS EDGEWATER, FLORIDA
O

ACCEPTED:

PRINTED NAME

SIGNATURE

DATE

**General Services Administration Office
of Federal Supply and Services
Authorized Federal Supply Schedule Price List**

**Contract # GS-07F-0011I
Modification P0-0043
Edgewater, FL
Duns# 015602878
Tax ID # 36-4432261**

SCHEDULE TITLE: Small Craft and Marine Equipment
FSC Group: 19, Part 1, FSC Classes: 1940 and 2010

CONTRACT NUMBER: GS-07F-0011J

CONTRACT PERIOD: 10/01/98 through 09/30/2018

CONTRACTOR: Brunswick Commercial & Government Products, Inc.
420 Megan Z Avenue, Edgewater, FL 32132-2166
Phone: 386.423.2900, Fax: 386.423-9187
Email: bcgpinfo@whaler.com Website: www.brunswickcgp.com/

CONTRACTOR'S ADMINISTRATION SOURCE: Sandy Martin
386.423.1912
smartin@whaler.com

BUSINESS SIZE: Large

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
260-01	Powered boats, including parts and accessories



Dealership Name: _____ Order Number: _____

Retail Customer Name: _____ Hull Number: _____

30 Step Hull Order Form

Page 1 of 6

ENGINE OPTIONS

Specify Color

Retail Price

☐	30' STEP HULL w/TWIN MERCURY VERADO 350HP		\$217,133
☐	30' STEP HULL w/TWIN MERCURY VERADO 300HP		\$207,249
☐	30' STEP HULL w/TWIN MERCURY VERADO 250HP		\$201,593
☐	30' STEP HULL		\$144,139

CABIN AND ELECTRICAL

Specify Color

Retail Price

☐	BATTERY w/SWITCH (ADDITIONAL)		\$523
☐	BILGE PUMP w/SWITCH (ADDITIONAL)		\$441
☐	HEAD, ELECTRIC w/Y-VALVE		\$2,600

CONSOLE OPTIONS

Specify Color

Retail Price

	CONSOLES, 30T/30STEP		
☐	CONSOLE, CUSTOM SPORT w/LED DOME LIGHT (MID SIZE) (30'-35' T & STEP)		STD
☐	CONSOLE, M-SERIES, 30' MODEL (SIDE DOOR)		\$8,086
☐	CONSOLE, HELM POD FOR CUSTOM SPORT		\$634
☐	RECESSED CONSOLE FOOT REST (M SERIES ONLY)		\$1,389
☐	ARM RESTS, FOLDING, ON FRONT OF CONSOLE (n/a on M-Series)		\$523
	CONSOLE ELECTRONICS BOX OPTIONS - SPORT CONSOLE		
☐	CONSOLE, FLUSH FACE, NO COMPARTMENT		STD
☐	CONSOLE, ELECTRONICS BOX, RECESSED, LOCKING, w/POCKET DOOR		\$2,016
☐	CONSOLE, WINDSHIELD, CLEAR PLEXI		\$871
☐	GLOVE BOX		\$709
☐	SWITCH PANEL MOVED UP ON DASH		NC
☐	TEAK PACKAGE, INSIDE CONSOLE		\$3,359

CUSTOM TOPS

Specify Color

Retail Price

	T-TOPS, 30		
☐	T-TOP, DELUXE-HANDRAIL, LACELESS	(_____)	\$7,707
☐	T-TOP, HARD TOP, SPORT (FIBERGLASS)	(_____)	\$14,273
☐	T-TOP, KEY WEST, HARD TOP (UPGRADE)		NC
☐	T-TOP, KEY WEST, SOFT TOP (UPGRADE)		NC
	T-TOP, HARD TOP ONLY, ADDITIONAL OPTIONS		
☐	T-TOP, HARD TOP, CUSTOM FIBERGLASS RADIO BOX		\$4,020
☐	T-TOP, HARD TOP, FIBERGLASS FLUSH MOUNT LED SPREADER LIGHT		\$1,141
☐	T-TOP, HARD TOP, SPEAKER BOXES (2)		\$1,503

30 Step Hull Order Form

Page 2 of 6

CUSTOM TOPS

		Specify Color	Retail Price
☐	ENCLOSURE, POLYCARBON, M-SERIES (ISAN GLASS)	()	\$2,031
☐	ENCLOSURE, THREE SIDED POLYCARB (ISAN GLASS)	()	\$2,031
☐	ENCLOSURE, THREE SIDED POLYCARB (ISAN GLASS) WITH PORT/STBD WINGS	()	\$3,130
☐	FINGER GRIP HAND RAILS ON T-TOP		\$373
☐	LIFE JACKET STORAGE IN T-TOP		\$423
☐	LIGHT, PUCK STYLE (LED STYLE) (EA. ADDITIONAL)		\$446
☐	LIGHT, SPREADER LIGHT, ON T-TOP (ea. ADDITIONAL)		\$279
☐	OBSERVATION TOP (CONSOLE STAND)		\$2,259
	OUTRIGGER BASES		
☐	OUTRIGGER BASES, GEMLUX		\$4,269
☐	OUTRIGGER BASES, RUPP, REVOLUTION		\$2,660
☐	OUTRIGGER BASES, RUPP, Z-30		\$2,781
☐	OUTRIGGER BASES, TACO, GS280		\$2,494
☐	OUTRIGGER BASES, TACO, GS380 (crank style)		\$3,623
	OUTRIGGER POLES		
☐	OUTRIGGER POLES, GEMLUX, 22'		\$2,633
☐	OUTRIGGER POLES, RUPP, 15' (fixed)		\$589
☐	OUTRIGGER POLES, RUPP, 18' (fixed)		\$640
☐	OUTRIGGER POLES, RUPP, CARBON FIBER, 15' (telescoping)		\$1,923
☐	OUTRIGGER POLES, RUPP, CARBON FIBER, 18' (telescoping)		\$2,180
☐	OUTRIGGER POLES, TACO, 15' (telescoping)		\$710
☐	OUTRIGGER POLES, TACO, 18' (telescoping)		\$843
☐	POWDER COATING PACKAGE	()	\$6,433
☐	RADIO BOX FOR T-TOPS / FIXED		\$1,503
☐	ROD HOLDERS, KING FISH (1 Pair)		\$293
☐	ROD HOLDERS, ON T-TOP (ea. ADDITIONAL)		\$147
	SECOND STATION, 30		
☐	2nd STATION, STAND-ON CONSOLE, HARD TOP	()	\$33,469
☐	2nd STATION, STAND-ON CONSOLE, SOFT TOP	()	\$24,334

FISHING ACCESSORIES

		Specify Color	Retail Price
☐	AFT FISH BOX-DRAIN OVERBOARD w/GULPER PUMP		\$1,621
☐	COFFIN BOX LOUNGE ON CONSOLE (M-SERIES CONSOLE ONLY)		NC
	COFFIN BOX OPTIONS		
☐	COFFIN BOX FWD (ABOVE DECK) w/ELECTRIC LIFT		\$6,394
☐	COFFIN BOX FWD (FRIGID RIGID 260 QT) w/ELECTRIC LIFT		\$6,394
☐	FOLDING HEAD/BACKREST FOR COFFIN BOX		\$720

30 Step Hull Order Form

Page 3 of 6

FISHING ACCESSORIES

		Specify Color	Retail Price
☐	ELECTRIC REEL OUTLET (EACH)		\$410
☐	GEMPLUX FLUSH MTD SCOOPS (EACH)		\$466
☐	LIVEWELL , LIGHT (ea.)		\$166
☐	LIVEWELL, 3rd AFT UNDER DECK		\$2,667
☐	LIVEWELL, CLEAR LID (EACH)		\$310
☐	LIVEWELL, CUSTOM LEANING POST PLUMBING		\$1,270
☐	LIVEWELL, INSULATED (TRANSOM WELL)		\$533
☐	LIVEWELL, PLUMBING 1100 GPH (EA.) (Qty 2)		STD
☐	LIVEWELL, SEA CHEST PLUMBING (FIBERGLASS PUMP BOX ONLY)		\$3,006
☐	LIVEWELL, SEA CHEST PUMP, 1500 GPH (EACH)		\$677
	ROD HOLDER - EXTRA (EA)		
☐	ROD HOLDERS - CONSOLE VERTICAL (EACH)		\$129
☐	ROD HOLDERS, GUNNEL (ADDITIONAL) (EACH)		\$129
☐	ROD HOLDERS, GUNNEL - STD (Qty 4)		STD
☐	ROD HOLDERS, MATE SERIES CUP/ROD HOLDERS (ADDITIONAL) (EACH)		\$290
☐	ROD HOLDERS, MATE SERIES CUP/ROD HOLDERS (UPGRADE) (EACH)		\$163
☐	ROD HOLDERS, SHOT GUN TRANSOM MOUNT (EACH)		\$461
☐	ROD HOLDERS, SWIVEL (EACH)		\$201
☐	TACKLE CENTER (FRIGID RIGID)-FOR FIXED BACK LEANING POST		\$3,399
☐	UNDER GUNNEL ROD RACKS (6)		\$523

ENHANCEMENT & CONVENIENCE

		Specify Color	Retail Price
☐	ANCHOR CHUTE W/ANCHOR & WINDLASS		\$10,164
☐	BOW RAIL, WELDED		\$2,613
☐	CLEAT, BOW (POP-UP) & LIFTING EYE		STD
	CLEATS (POP-UP)		
☐	CLEATS, POP-UP, STERN (UPGRADE) (Qty 2)		\$226
☐	CLEATS, POP-UP, MID SHIP (UPGRADE) (Qty 2)		\$226
☐	CLEATS, POP-UP, ADDITIONAL TO BOAT (EA)		\$191
☐	CUP HOLDER, STAINLESS STEEL (EACH)		\$97
☐	FENDER CLEATS, POP-UP (EACH)		\$97
☐	FRESH WATER SYSTEM		\$1,760
	LADDERS, BOARDING		
☐	LADDER, BOARDING (TELESCOPING)		\$491
☐	LADDER, GARELICK BUILT IN TRANSOM - STBD SIDE		\$803
☐	LIGHT, BILGE (LED STYLE)		\$341
☐	MERCATHODE SYSTEM		\$2,003

30 Step Hull Order Form

Page 4 of 6

ENHANCEMENT & CONVENIENCE

Specify Color

Retail Price

☐	SALTWATER WASH DOWN		\$1,170
☐	SHORE POWER, 30 AMP		\$2,106
☐	SHRINK WRAP		\$634
☐	TOWING BRIDAL		\$3,059
☐	UNDER GUNNEL LIGHTING	()	\$2,287
☐	UNDERWATER LED LIGHTS (4) FLUSH MOUNTED	()	\$2,163

NAVIGATION

Specify Color

Retail Price

☐	2nd HYDRAULIC STEERING CYLINDER		STD
☐	COMPASS HIGH SPEED		STD
☐	EXTRA FUEL CAPACITY (PER GALLON)		\$59
☐	HELM MASTER, TWIN YAMAHA OUTBOARD CONTROL SYSTEM (V6 & V8)		\$27,977
	NAVIGATION LIGHTS		
☐	BOW LIGHT - FLUSH MOUNT (POP-UP)		STD
☐	NAVIGATION LIGHT ON HARD TOP		\$560
☐	POWER ASSIST STEERING		STD
	STEERING WHEEL		
☐	STEERING WHEEL, STAINLESS STEEL w/ KNOB (STD)		STD
☐	STEERING WHEEL, BRUSHED STAINLESS W/KNOB (EDSON)		\$803
☐	TILT STEERING HELM w/2nd HYD. CYLINDER		STD
☐	TRANSDUCER INSTALLATION - ONLY(THRU HULL)		\$1,040
	TRIM TABS, K-PLANE		
☐	TRIM TABS, K-PLANE MODEL 280S		STD
☐	TRIM TABS, K-PLANE - UPGRADE TO MODEL 380S		\$677

SEATING OPTIONS

Specify Color

Retail Price

	SEATING - 30' T & STEP		
☐	LEANING POST, TOURNAMENT		\$2,777
☐	LEANING POST, MINI, FIXED BACK		\$2,723
☐	LEANING POST, FIXED BACK		\$3,430
☐	LEANING POST, LIVEWELL CENTER, CUSTOM w/REAR FACING SEAT (NA W/Sport Console)		\$8,127
☐	LEANING POST, CUSTOM w/SLIDE OUT COOLER		\$8,127
☐	LEANING POST, M-SERIES		\$10,327
☐	LEANING POST, M-SERIES, w/REAR FACING SEAT & COOLER		POR
☐	FORWARD SEATING, U-SHAPED w/ CUSHIONS		\$6,984
☐	FORWARD SEATING, BENCH w/CUSHIONS		\$6,984
☐	FORWARD SEATING, L STYLE (Speaker Pods, Fwd Cup Holders (2))		\$1,053

30 Step Hull Order Form

Page 5 of 6

SEATING OPTIONS

		Specify Color	Retail Price
☐	BACKREST, FOLDING & REMOVABLE		\$509
☐	BENCH SEAT, REAR -X LARGE w/CUSTOM BACKREST BOLSTER		\$2,447
☐	BENCH SEAT, REAR, FOLD DOWN		\$2,000
☐	BENCH WRAPAROUND SEATING, REAR - L-SHAPED		\$4,066
☐	BOLSTER BACKREST FOR CUSTOM L-POST, w/BULLNOSE CUSHION		\$2,543
☐	COOLER, FIBERGLASS, FOR FB LEANING POST (FRIGID-RIGID)		\$1,330
☐	ELECTRIC COOLER SLIDE, FOR FIBERGLASS SEAT MODULES w/SLIDE OUT COOLERS		\$1,007
☐	FOOTREST, FOLDING, ALUMINUM FOR LEANING POST		\$609
☐	FORWARD SEATING BACKREST, REMOVABLE		\$523
	LLEBROC SEATING - 30/32 (chairs only, select seat module from seating options)		
☐	LLEBROC CHAIRS, TWIN MINI BILLFISH w/Outboard Armrests & Power Sliders		\$6,159
☐	TABLE, 2 POSITION, REMOVABLE PEDESTAL		\$2,269

STANDARD OPTIONS

		Specify Color	Retail Price
	BOOTSTRIPE w/ PIN		
☐	TWO TONE BOOT STRIPE w/PIN	()	\$1,183
☐	PIN - STRIPE	()	NC
☐	BOOT STRIPE w/PIN STRIPE (ONE COLOR)	()	STD
	LOGO COLORS		
☐	FISH COLOR on LOGO	()	STD
☐	LETTER COLOR on LOGO	()	STD
	RUB RAIL		
☐	RUB RAIL, BLACK		NC
☐	RUB RAIL, WHITE		NC
☐	RUB RAIL, STAINLESS STEEL INSERT		\$709
	TRIM COLOR		
☐	PLEXI & TRIM, BLACK		NC
☐	PLEXI & TRIM, WHITE		NC

PRE-RIG ENGINES

		Specify Color	Retail Price
☐	PRE-RIGGING FOR MERCURY VERADO ENGINES (TWIN)		\$15,071

UPHOLSTERY COLORS

		Specify Color	Retail Price
☐	COCKPIT COAMING BOLSTER same as cushion stripes		\$3,491
	CUSHIONS EXTERIOR (CHOOSE STRIPE COLOR)		
☐	CUSHION EXTERIOR COLOR	()	STD
☐	CUSHION STRIPE EXTERIOR - 2" OUTSIDE	()	STD
☐	CUSHION STRIPE EXTERIOR - 4" CENTER	()	STD

30 Step Hull Order Form

Page 6 of 6

UPHOLSTERY COLORS

Specify Color

Retail Price

☐	PIPING COLOR	()	STD
☐	EMBROIDERY, "30ST" w/FISH	()	\$224
☐	EMBROIDERY, "CONTENDER" LOGO	()	\$224
☐	SPORT UPHOLSTERY UPGRADE		\$2,389
☐	STITCHING, BASEBALL STYLE	()	\$747
☐	STITCHING, BENTLEY STYLE	()	\$3,491

GEL COAT COLORS

Specify Color

Retail Price

	HULL, DECK, LINER & CONSOLE COLORS		
☐	HULL SIDE COLOR	()	STD
☐	HULL BOTTOM COLOR	()	STD
☐	DECK (CAP) COLOR	()	STD
☐	LINER COLOR	()	STD
☐	CONSOLE COLOR	()	STD
☐	CONSOLE LINER (SPORT ONLY)	()	STD
☐	FISH BOX	()	STD
☐	LIVE WELL	()	STD
☐	HULL SIDE COLOR TO BOOT STRIPE OR CHINE	()	STD

CONTENDER BOATS, INC. reserves the right to make changes in prices and specifications at any time without prior notice.

Total Price _____

Custom Request: _____

Dealer Signature: _____

Date: _____

Confirming Order must be signed by dealer before boat is started in production. Any changes must be submitted in writing and a new confirming must be signed. .
Contender does not guarantee completion dates. Confirmed retail sold boats will be placed in production ahead of stock orders. Customer name is required to designate an order as retail sold.

295cc Retail Order Form

Everglades

Model Year:	Date:
Dealer:	Payment Terms:

Engines

Yamaha 300 Twin Engines w/CL Display & EPS \$261,648

Rigging & Steering

Optimus 360 Joystick	\$12,462	
SeaStation (requires Optimus 360)	\$5,000	
Black Twin Engines	\$7,743	
White Twin Engines	\$6,925	
Paint Dual Engines - Match Hull Color	\$9,520	
Y-COP Engine Option (digital engines only)	\$1,697	

Hull Color

Black, Caribbean Blue, Mystic Green, Navy Blue, Platinum, Reef Blue	\$2,185	
Ice Blue, Sand, Sky Blue	\$1,345	
White - Standard	NC	
Full Hull Color	NC	
Underside of Hardtop - Match Hull Color	\$420	
Paint-AwlGrip (metallic) Code _____	\$11,800	
Paint-AwlGrip (non-metallic) Code _____	\$10,314	

Packages

Black Powder Coating	\$385	
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Upholstery & Canvas

Upholstery - White, Solid Beige, Solid Gray Beige Accent, Gray Accent	NC	
Removeable Bow Backrest, Full Khaki 295cc/325cc	\$1,020	
Custom Logo Color _____	\$615	
Electric Lift Bow Table with Cushion	\$7,131	
Bow Seating Area Coaming Bolster	\$2,229	
Removeable Bow Backrest	\$1,020	
Cockpit Cover	\$2,772	
Console Cover	\$432	
Forward Console Seat Cover	\$448	
Leaning Post/Helm Seat Cover	\$511	
Mooring Cover	\$4,026	
Weather Enclosure 3 Sided	\$3,843	
Canvas Color - Black, Blue, Silver, Tan, White	NC	

Audio/Visual Options

Premier Stereo Package Upgrade - includes amp, subwoofer, upgraded speakers and additional (2) speakers in deck and hardtop	\$2,966	
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Fishability

Outrigger Package - Lee 16ft	\$3,368	
Outrigger Package - Taco 15ft	\$2,678	
Outrigger Quick Cam Cleats	\$657	
Tackle Center Option (deletes cooler)	\$4,437	

Miscellaneous

Add/Upgrade (2) Cup/Rod Holder Combo - FWD _____ AFT _____	\$634	
Additional (2) Cup Holders - FWD _____ AFT _____	\$198	
Anti-Fatigue Helm Pad - Mocha, Storm Grey	\$515	
Docking Lights	\$911	
Heavy-Duty Tow Eye	\$3,614	
Helm Seat Riser	\$905	
Side-Utility Door with Ladder	\$10,005	
Side Utility Door with Ladder - Dark Hullside	\$12,312	
Spotlight (remote controlled)	\$682	
Underwater Lights	\$1,420	

Dealer Signature: _____

Sub Total _____
Electronics _____
TOTAL _____

intrepid Southeast

Intrepid Southeast, Inc.
 805 N.E. Third Street Dania, FL 33004
 Tel.(954) 922-7544 Fax (954) 922-3858

11/17/2017

Name: Bay Harbor Island/Michael Lamantia
Phone: 516-650-3046

Fax:

Street Address:

City and State:

Email: mlaman02@yahoo.com

Page (1)

Quantity	Description	List	NET
1	300 Open Intrepid - Base Boat w/ all Standard Features - Twin Yamaha 300	211,171	172,486
1	MAKE READY RIGGING TWIN ENGINES		
1	U Flex POWER ASSIST STEERING (TWIN OR TRIPLE) with Tilt Helm	5,241	4,297
1	Hullside Dive Door (Fold Out)	9,531	7,816
1	Digital Trim Tab Indicators with Auto Retract	STD	STD
1	Pressurized Fresh Water System	1,875	1,537
1	Fuel 214 Gallons	STD	STD
1	Built in Battery Charger	1,592	1,306
1	Windlass Cons/Foot Contls Fortress Anch,200'line &15'cha	5,045	4,137
1	Upgrade Anchor to SS Claw Anchor	1,445	1,185
1	Cockpit Lights LED (4)	STD	STD
1	Fold Under Swim Ladder	STD	STD
1	Additional Battery (s)	782	641
1	Electric Head with Macerator for Holding Tank	4,589	3,763
1	Fresh Water Supply to Electric Head	725	595
6	Pull Up cleats 6" ea	2,290	1,877
1	CUSTOM WALK IN CONSOLE	STD	STD
1	Transom D-Rings	1,233	1,011
1	Fiberglass Seat w/Electric Control Fore & Aft w/4" extension fore and aft	5,826	4,778
1	Folding Foot Rest (Aluminum Bar only)	631	518
1	T-Top w/Fiberglass top (300-327) Includes 4 Recessed Lights)	15,539	12,742
2	LED Spreader Light on Aft Of Top	1,025	840
1	Fiberglass Electronics Box w/Flush Mount Kit	1,809	1,483

Total 270,348 **221,011**

The undersigned have executed this purchase agreement on the dates written below and agree to abide by the terms and conditions on page 2 (Contract Page). Prices quoted are guaranteed for 30 days.

Intrepid Southeast, Inc.
 805 N.E. Third Street
 Dania, FL 33004
 954-922-7544 Phone
 954-922-3858 Fax

By: _____

By: _____ Date: _____
 Intrepid Southeast, Inc. (Dealer)

By: _____ Date: _____
 Buyer

SeaHunterTM

Bay Harbor Islands Police Dept.
Attn: Michael Lamantia
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

August 15, 2017

Re: Law Enforcement Vessel

SeaHunter Boats is pleased to present information relating to building & providing a Law Enforcement variant of our SeaHunter 31.

The vessel we are proposing, the SH-31, is ideally suited to meet the mission critical requirements for Intercoastal and Offshore patrol. The SeaHunter 31 is a proven design based on the Tournament 35 hull with over 90 vessels produced over 8 years all of them currently in service.. We use the latest technology and materials such as KevlarTM/Carbon Fiber Laminates, Vinyl Ester Resins, etc. **Open spaces are filled with closed cell foam making the boats unsinkable with positive upright floatation.** Our boats are made to run fast and dry in the roughest conditions: Whether chasing big game or bad guys, SeaHunter outperforms the competition in safety, speed, reliability, low maintenance and stability. This has been achieved through superior construction techniques, strict quality control and proven design. Our customer service is unsurpassed in the industry.

SeaHunter, a **90% minority owned Emerging Small Business** located in Miami, Florida, began operations in 2002. In 2007, we built a brand new 46,000 sq. ft facility capable of easily producing over 8 boats per month on a single shift with current staffing. 5 years ago, we leased an adjacent facility which doubles our production space and allows us to **segregate Government vessels in a dedicated space separate from the production of our recreational line.** In July, 2017 we purchased the Manatee Bay Marina in Monroe County which will serve as our dedicated service center and sales outlet.

We would welcome any questions, requests for visits or demonstrations the Department may have as part of their decision process. We trust you will find us responsive to the Department's request and become convinced, as we are, that the SH-31 is the best value solution for the Department's requirements

SeaHunter hereby certifies that all information submitted with its Proposal is accurate to the best of its knowledge and confirms that the estimate will be valid for 90 days.

We appreciate the opportunity and look forward to serving the Department's needs.

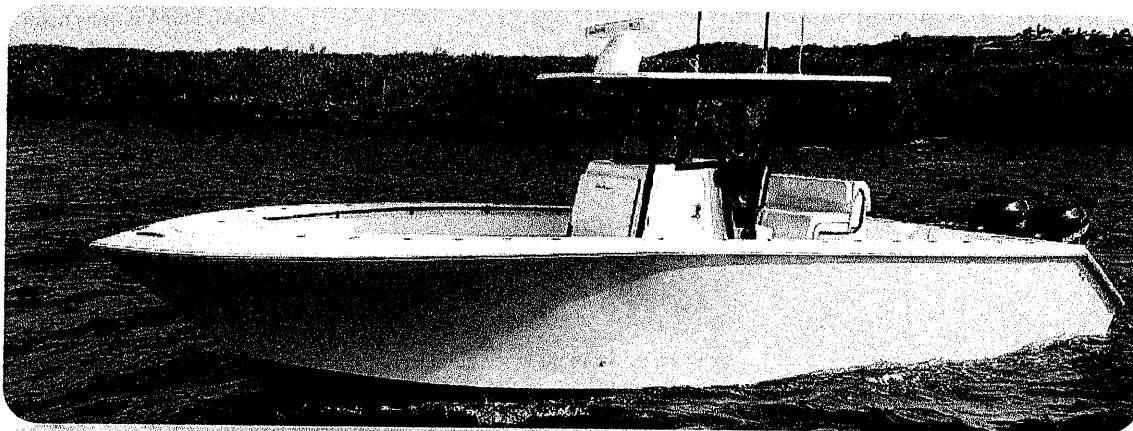
Sincerely,



John Schiffer
SeaHunter, Inc. Operations

Sead HunterTM

31 VESSEL SPECIFICATIONS



Length (LOA)	31'10" Feet
Beam	10'5" Inches
Height	9'6"
Weight (Fully Outfitted)	12,500 lbs
Draft to Bottom of Hull Engines Trimmed UP	28"
Draft to Bottom of Engine Skegs Trimmed Down	33"
Horsepower Max	1050HP
Prop Rotation	L-R-R
Prop Pitch	Varies
Hull Type	Deep V
Deadrise Delta Pad Hull (Patent Pend)	24.5 Degrees
Fuel Tank Location	Center of Gravity Aft-Midship
Fuel Tank Capacity	330 Gallons
Usable Fuel (EPA Compliant)	303 Gallons
Top Speed	52 MPH
Sustainable Cruise Speed	38 MPH
Fuel Consumption at Max Speed	Twin F300 - 57 GPH
Range at Max Speed	250 SM
Fuel Consumption at Cruise Speed	25 GPH
Range at Cruise Speed	450 NM
Total Fresh Water Capacity	38gal
Height Overall on Trailer	13 Feet 5 Inches
Max Seas (survivable)	8-10 Feet
Max Surf	6 Feet
Max Towing 10kts	7 Tons

SeaHunter™

MATERIALS LIST continued

- All hardware is 316 stainless steel with the exception of the lift and tow rings which are 304 Stainless. 304 stainless is stronger than 316.
- Gelcoat for all topside surfaces are a specially formulated "High-Flex" blend. This along with the use of Kevlar™ virtually eliminate spider-cracking around high stress areas like transom and deck storage openings.
- Marine grade "Tinned Copper" is the best wiring in the marine industry. All wiring and connection utilize Tinned Copper and Mil-Spec switches/breakers. This ensures less failure in switches.
- Hatches are vacuum-bagged sandwich utilizing carbon fiber. This makes the hatches retain their original shape and cut a bit of weight from the hatch itself. All hatches can be cleaned on the underside where competitors have just a gelcoated finish which allows for molding and mildewing making for an unsightly compartment.
- Hardtop frame is schedule 80 Aluminum which eliminates weld cracks and results in a much more solid structure.

SEAHUNTER ADVANTAGES

- Construction/Lamination process is the most aggressive in the entire industry concentrating on the Oversized Stringer System which yields a primary bond from the hull to the deck liner. Stringers utilize I-beam construction and consist of 4.5" width stringers and utilize 3" wide compartment bulkheads; all stringers and bulkheads are reinforced closed-cell foam structures.
- Kevlar™ Composite materials cost 10 times as much as fiberglass competitors resulting in a much stronger hull and longer service life.
- A+B Flotation Foam used throughout the hull voids results in the safest hull on the water, "Stay with the boat and Live". Complete unsinkability.
- Closed cell structural foam reduces vibration throughout the hull and makes for a quiet-running end product.
- Non-Stepped (abbreviated hull bottom) hull ensures complete maneuverability without skidding or spinning out. Stepped hulls spin out and eject occupants resulting in severe injury and even death.
- Delta Pad hull bottom ensures low planning speeds (13kts) & economical fuel burn.
- Oversized chines and lifting strakes ensure for a much more stable ride and a much drier ride.
- Bilge compartment is completely finished and compartmentalized which ensures ease of serviceability and access to all pumps and filters. Mechanics love working on SeaHunters because of the layout and ease of access to components.
- All switches are covered within the electronics box area keeping them out of the elements.

SeaHunter™

MATERIALS LIST

- Hand laid utilizing a combination of hybrid Kevlar™ and fiberglass composites.
- Kevlar™ composites are specially formulated by DuPont Industries specifically for SeaHunter, Inc.
- Techniques utilized to ensure complete material saturation, one of which is an Advanced Vacuum Assisted Laminated Technology or VALT. This process ensures the original geometry of the hull remains the same until the hull is ready to be pulled from the mold. NOTE: Hulls remain in the mold for approximately 7 to 10 days and will not be removed until the *Oversized I-Beam Stringer System* and Below-Deck Storage boxes are installed and structurally finalized.
- Kevlar™ materials are layered to as many as 12 layers in the most stressed areas with hull sides and bottom are layered to as many as 4 layers.

(NOTE: A complete Kevlar constructed hull option is available but deemed not necessary for this procurement)

(NOTE: Kevlar is utilized throughout the entire hull including hull sides up to the rubrail with additional layers in the fwd rubrail sections where impacts are common)

- Composite Closed Cell Coring Materials are used in the hull-sides and liner (deck structure). The thicknesses vary but on average the Coring is ¾". This Coring is a structural must for increased strength as well as harmonic vibration throughout the cockpit; this reduces crew fatigue and ensures operator longevity where there is less fatigue on crew legs and feet.
- Proprietary Composites utilized in transom area consist of 12 to 14 layers of Kevlar surrounding a multiple (3) layered ¾" composite resulting in an overall 4" to 6" thick transom that is virtually indestructible.
- Fuel cells are ¼" thick 5052 H32 aluminum and are encapsulated in a layer of coal tar epoxy which eliminates any corrosion from the outside. Multiple fuel pickup (3) are provided standard which ensures redundancy should a fuel pickup become blocked by foreign material.
- Flotation Foam is an integral part of the hull construction. A 2-part A&B marine grade closed cell foam is injected in all spaces within the hull including the hull sides, surrounding every below deck storage boxes as well as surround areas around the fuel cell and fresh water storage tank. This makes the vessel completely unsinkable and improves positive "upright" flotation.









AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 5.

ITEM: Approval of an **agreement** with the Miami Dade County School Board for an address verification system. The agreement will put in place a process to verify address for students attending RKBBHK-8 and would require reporting to the Town.

DESCRIPTION:

Enclosed is the proposed agreement. If approved it will begin in the 2018-2019 school year.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Town of Bay Harbor Address Verification Final

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2018, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("School Board")(The Town and School Board shall be collectively referred to as the "Parties" or, individually, as a "Party").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing June 1, 2018 and continuing during the Term, the Parties shall implement the Town of Bay Harbor Islands Address Verification Plan ("Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth herein, and in Exhibit "A." hereto. Any amendments to the Plan must be agreed to in writing by the Parties. This Agreement shall automatically renew for the 2018-2019 school year. The funding amounts shall be finalized ninety (90) days prior to the commencement of the 2018-2019 school year.

(b) The School Board agrees to administer the Plan commencing on June 1, 2018 at the Ruth K. Broad Bay Harbor K-8 Center (the "School"). The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the 2018-2019 school year and at least 30 days before the commencement of the 2018-2019 school year, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of **approved** Students whose Primary Residence is outside of the Boundary ("Report"). The School Board shall provide to the Town with an updated Report, quarterly, that shall include the progress and results of the implementation of the Plan and the items set forth in Section 1(c)(2), below. The Report shall break down the data for the School on the Boundary. The Parties agree that the Report(s), the Plan, and the activities required by this Agreement shall comply with the privacy requirements of the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at

<http://www.neola.com/miamidade-fl/>. The Parties acknowledge and agree that other than as contained in the Report(s), a Student's personal information ("Personal Information") shall not be provided to the Town.

(1) The Report(s) shall include the following information, if applicable (Exhibit "D"):

- a. Number of letters mailed to Students enrolled;
- b. Number of letters returned after mailing;
- c. Number of students residing outside the Boundary;
- d. Number of transfer Students;
- e. Number of Students transferred to their home school;
- f. Number of Students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel assigned to the Department of the Army, United States Southern Command who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By March 1 of every year, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

Section 2. Funding

(a) The Parties agree that the School Board shall utilize the Lexis-/Nexis software ("Software") for address verification purposes and the Town shall reimburse the School Board for all expenses related to the Software, up to the amount of \$1,500.00, each School year without prior written permission. After spending more than \$1,500.00 during each School year, the School Board shall seek approval of the Town, for block increments of \$1,000.00, per increment. The School Board shall obtain consent from the Parent(s) who register the Student prior to conducting an address verification using the Software. The sample consent form is attached hereto and incorporated herein as Exhibit "D". The consent form shall be included in the registration package.

All results obtained based on the address verification conducted utilizing the program must be verified prior to taking further action.

(b) The Parties agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town fails to provide adequate funding for the use of Software in any School Year, the School Board shall have no obligation to carry out the

Plan.

Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2018-2019 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863

cc: Frank C. Simone, Esq.
Assistant Town Attorney
701 Brickell Avenue, Suite 1550
Miami, FL 33131
Phone: 305-221-8000
Email: Frank@franksimone.com

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2018.

**PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

(as to the School Board):

BY: _____

(Superintendent of Schools or Designee)

School Board Attorney Date

Date: _____

SUBMITTED BY:

Charge Location Administrator Date

Office of Grants Administration Date

Risk Management Date

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: _____
Jordan W. Leonard
MAYOR

ATTEST:

Marlene M. Siegel, TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS**

FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY

EXHIBIT “A”

Town of Bay Harbor Islands Address Verification Plan

Pursuant to School Board Policy 5112, the School Board shall verify the Primary Residence of all Students, except the School teachers' children, approved transfers, or Town employees approved pursuant to School Board Policy 5120, through Welcome Letters, Verification Letters, and the Software.

Welcome Letters

On or before March 1, 2018 and each School year thereafter, the School Board shall send the welcome letter similar to the letter attached hereto as Exhibit “B” to all Parent(s) (“Welcome Letter”). In the event that a Welcome Letter is returned to the School Board or School as undelivered (a “Returned Letter”), the School Board shall send a Verification Letter (Exhibit “C”) within fourteen (14) days of its receipt of a Returned Letter.

Verification Letters

In the event that the School Board or School receives a Returned Letter or other information that may lead to a reasonable suspicion that a Student does not have a Primary Residence within the Boundary, the School Board shall verify the Primary Residence by sending a letter similar to the letter attached to Exhibit “B” to all Parent(s) (“Verification Letter”). The Verification Letter shall request information to verify the Primary Residence pursuant to School Board Policy 5112. Response to the Verification Letter shall be due no later than 30 days from date of mailing. The Verification Letter(s) shall be mailed to the residence designated by the Parents. If the content of the Verification attached Letter is revised substantially, the School Board shall provide a copy to the Town before mailing for the Town's review. The Verification Letter shall be mailed by certified mail to the Parents at the expense of the Town.

Review of Verification Documents

The School Board shall review all verification documents provided by Parents to determine if Students are properly assigned to the School. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove Primary Residence. If a Parent provides a post office box, private mail box address or commercial establishment address, the proper Primary Residence verification documentation shall be requested.

Investigation of Primary Residence

The School Board shall investigate in all instances in which there is a reasonable suspicion that a Student does not have a Primary Residence within the Boundary. Such a reasonable

suspicion may be prompted by return, as undeliverable, of the Welcome Letter or Verification Letter, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town or the residents of the Town. Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by the Software, telephone calls to Parent(s) or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the Verification Letter. On an as needed basis, the School Board may utilize a School Resource Officer to conduct house visit(s) to gain access to multi-family buildings.

Withdrawal of Violators

If the Parent(s) cannot prove that they have a Primary Residence within the Boundary and if no valid School Board exception applies, the School Board shall follow School District protocol to withdraw the Student and refer the Student back to the Student's home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the Student.

EXHIBIT "B"
(Sample Welcome Letter)

October 20, 2017

Via First Class U.S. Mail

Dear Bobcats,

It is hard to believe that we have already reached the end of the first marking period of the 2017-2018 school year! We are well on our way to a spectacular year full of achievements and accomplishments! I am so happy to be part of this dynamic, successful school community and appreciate the warm welcome, as I begin my first year as a Bobcat.

First and foremost, **CONGRATULATIONS** to every Bobcat for complete dedication to their academic courses of study, devotion to caring about each other and commitment to being the best students and human beings! For the 18th consecutive year, Bobcats rate at the top of the academic scale as they achieve another **"A+"** from the State of Florida Department of Education!!! This accomplishment proves that our entire community, with the guidance of our teachers, administration, and staff, support from parents and community organizations has and will continue to move us forward as we strive to assist all students to reach their full academic potential, through rigorous instruction and a student-centered classroom environment.

Our commitment is to provide the necessary tools for each of our students to learn academically, grow emotionally, and become self-confident with whom they are and the actions and decisions they make as they relate with the world around them. We promise to set high standards, challenge and motivate our students to put forth maximum effort and reach their personal and school wide goals.

We expect every Bobcat to show honesty, respect, responsibility, fairness, caring, and citizenship. We will model the same characteristics daily and together we will empower ourselves to make Ruth K. Broad Bay Harbor K-8 Center the absolute best school in the universe! We are committed to our "Start with Hello" program and promise to do whatever it takes to teach proper communication, patience, and tolerance.

I am very grateful to all our families, community partners, PTA, Shepard Broad Foundation, the Town of Bay Harbor, Village of Bal Harbour, and the Town of Surfside for all your continuous support of our children. A special "Thank You" goes out to our PTA, which coordinated a very successful booster-thon campaign, which will assist in enhancing the campus and repair items lost to Hurricane Irma. I thank those that are PTA members and encourage all families to join. We are blessed for all the tender loving care we receive on a

daily basis. We ask you to once again be part of the winning combination we proudly call our Bobcat Family!

Lastly, enclosed please find the recently approved revised calendar for this school year. The School Board has added January 19 and April 20 as regular school days due to days lost during the storm.

Sincerely,

Scott Saperstein

Principal

Exhibit “C”
(Sample Verification Letter)

Date: _____

Dear Parent(s):

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request may place your child’s enrollment at the school in jeopardy.

You have been scheduled for address verification during the week of _____

Please bring the following **original** and **current** documents to Ruth Broad/Bay Harbor K-8 Center office between 8:00 a.m. – 3:30 p.m. any day during this week.

- The most current FPL bill for residence with your name
- Lease/Deed or Rental Agreement
- Letter from home owner’s association or leasing office

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact _____ at (305) _____ - _____.

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal

EXHIBIT "D"

TOWN OF BAY HARBOR MONTHLY SUMMARY DATA LOG

Ruth K. Broad Bay Harbor K-8									
Monthly Summary Data Log									
	Welcome Letters		Verification Letters		# of Home Visits	# of Students Residing Outside Boundaries	# of Transfer Students	# of Students Transferred to Home School	# of Students Granted Exemption to Boundary Requirements
	Mailed	Returned	Mailed	Returned					
MONTHLY TOTAL:	-	-	-	-		-	-	-	-
CUMMULATIVE TOTAL:	-	-	-	-		-	-	-	-

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 6.

ITEM: Approval of a Memorandum of Understanding between the Miami Dade County School Board through the School Board Police Department and the Town of Bay Harbor Islands Police Department establishing guidelines for the placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools.

DESCRIPTION:

The attached MOU provides detail information on the training and responsibilities of SBLEOs. The agreement is for the placement of a police officer at RKBBHK-8. The term is for one year and can be extended for an additional year twice.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. 2018.08.07 Bay Harbor Islands LEO MOU

Memorandum of Understanding

School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“the School Board”), through The Miami-Dade Schools Police Department (“MDSPD”) and the Bay Harbor Islands Police Department (also referred to as “Law Enforcement Agency”).

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding (“MOU”) to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools (“MDCPS”).

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to the start of the 2018-2019 school year.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct is the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida’s Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes. With regard to juvenile information obtained by the Law Enforcement Agency, the Law Enforcement

Agency agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.

4. SBLEOs shall adhere to their respective Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.
6. SBLEOs are required to complete the SRO training course from the Florida Department of Law Enforcement ("FDLE") or the Florida Attorney General and the mental health crisis intervention training, as specified in Florida Statute Section 1006.12 by December 31, 2018. Law Enforcement Agencies may request an extension to fulfill the required course and training from the MDSPD Chief of Police.
7. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her primary supervisor shall be designated by the Law Enforcement Agency.
8. For the School Board's Fiscal Year 2018-2019 (July 1, 2018 – June 30, 2019), the School Board shall provide the Town of Bay Harbor Islands ("Town") with funding in the amount of Thirty-Five Thousand Eighty-Eight and 00/100 Dollars (\$35,088.00) in the below chart to which the City has agreed by way of initial in the corresponding column "SBLEO ASSIGNED (INITIAL)" to assign a Law Enforcement Agency SBLEO, or School-Based Law Enforcement Officer, as more fully described in the MOU. The total funding provided to the Town shall not exceed one-third (1/3) of the School Board's total funding provided to all cities entering into a Memorandum of Understanding with the School Board for this purpose.
9. The Town agrees that, during the term of the MOU, at least one (1) Law Enforcement Agency SBLEO shall be present at each of the Schools to which the Town has assigned a Law Enforcement Agency SBLEO by way of initial in the below chart during the entirety of each school day. A "school day" is defined as a week day in which school is in regular session, and shall not include: recess days, legal holidays, teacher planning days or summer days.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS	Law Enforcement Agency SBLEO ASSIGNED (INITIAL)
0241		Ruth K Broad/Bay Harbor K-8 Center	1155 93 Street Bay Harbor Islands, FL	

			33154	
				TOTAL:

10. The Town hereby agrees and provides assurances that the Town will use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019

Notifications

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents in an expedited manner to MDSPD, so MDSPD can make the appropriate notifications within the district. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation, or when a crime is observed or in progress, except that the SBLEO may take immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration.

Term of the MOU

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2018-2019, which commences on July 1, 2018 and expires one (1) year thereafter on June 30, 2019, with the option of two (2) separate 1-year renewals for the School Board's Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020) and the School Board's Fiscal Year 2020-2021 (July 1, 2020 through June 30, 2021) upon written agreement of the parties. Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
 Attn: Alberto M. Carvalho, Superintendent
 1450 NE 2nd Avenue, Suite 912
 Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
 Attn: Interim Chief Edwin Lopez
 3300 NW 27th Avenue
 Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
 The School Board Attorney's Office

Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for the Town for all purposes under this agreement and for all noticed hereunder shall be:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
ATTN: Ronald Wasson, Town Manager

With a copy to:

FRANK SIMONE, P.A
Frank C. Simone, Esq., Assistant Town Attorney
701 Brickell Avenue, Suite 1550
Miami, FL 33131

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Alberto M. Carvalho, <i>Date</i> Superintendent of Schools or Designee	TOWN OF BAY HARBOR ISLAND BY: _____ STEPHANIE BRUDER, MAYOR <i>Date</i>
SUBMITTED BY: _____ Edwin Lopez, MDSPD <i>Date</i> Interim Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD CONTINGENT UPON EXECUTION OF A WAIVER _____ Assistant School Board Attorney <i>Date</i>	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY _____ FRANK C. SIMONE, ESQ. <i>Date</i> ASSISTANT TOWN Attorney
OFFICE OF RISK AND BENEFITS MANAGEMENT _____ Michael G. Fox, Risk and Benefits Officer <i>Date</i>	

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 7.

ITEM: Approval of a Memorandum of Understanding between the Town of Surfside, Bal Harbour Village and the Town of Bay Harbor Islands to share costs to provide a police officer (resource officer) at RKBBHK-8.

DESCRIPTION:

The attached Memorandum of Understanding between Surfside, Bal Harbour and the Town will cover the additional cost required to provide a school resource officer at the school. The Town will be providing the officer for the school during school hours and through an agreement with the School Board, the Town will receive \$35,088 toward the cost of hiring the officer. The three towns will share the additional costs beyond the school board's contribution.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. 2018.08.07 V2 MOU School Resource Officer Surfside Bal Harbour and Bay Harbor Islands

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, FLORIDA,
THE VILLAGE OF BAL HARBOUR, FLORIDA,
AND THE TOWN OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2018 by and between the Town of Surfside, Florida ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border with each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School"); and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which, the Town of Bay Harbor Islands will provide a police officer ("Resource Officer") at the School during School hours and the School Board will pay the Town of Bay Harbor Islands \$35,088.00 towards the cost of the Resource Officer ("School Board's Contribution"); and

WHEREAS, the Parties understand and agree that the cost of the Resource Officer will exceed the amount of the School Board's Contribution; and

WHEREAS, the Parties wish to equally share the cost of the Resource Officer that is in excess of the School Board's Contribution ("Excess Cost"); and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of residents of Surfside, Bal Harbour, and Bay Harbor Islands, as the Resource Officer will serve to protect the safety of the children who reside within each of the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer.
3. The Town of Bay Harbor Islands shall prepare and send an invoice to the Parties on a monthly basis identifying the hours worked by the Resource Officer(s), the total cost, the School Board's Contribution, the Excess Cost, and each Party's share of the Excess Cost ("Invoice").
4. Each Party shall provide their equal share of the Invoice within fourteen (14) days of their receipt of the Invoice.
5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be

amended or modified without the express consent of the Parties.

6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties.

Town of Bay Harbor Islands, Florida

By: _____
Ronald Wasson, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 8.

ITEM: Approval of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2018 to July 14, 2019 in the amount of \$133,539. Enclosed is a memorandum from Finance Director, Melissa Cruz.

DESCRIPTION:

It is requested that the Town Council approve the marine inland insurance renewal from AXIS Surplus Insurance Company in the amount of \$133,539

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure is included in the budget.

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS

1. Bridge Insurance memo 18-19

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JULY 24, 2018
TO: HONORABLE MAYOR AND COUNCIL
VIA: RONALD J. WASSON, TOWN MANAGER
FROM: MELISSA CRUZ, FINANCE DIRECTOR
RE: BRIDGE INSURANCE

I authorized renewal of the insurance policy on the Broad Causeway Bridge on July 15th to avoid a lapse in coverage (the policy year is July 15 to July 14). Public Risk Insurance Agency solicited eighteen carriers including the incumbent, AXIS Surplus Insurance Company. AXIS is rated A+ XV(Superior) by A.M. Best. The premium decreased from last year's \$159,639 to \$133,539. The policy provides the same coverage as the prior policy however, the deductible decreased from \$100,000 to \$50,000.

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, 2018 from AXIS Surplus Insurance Company for a total premium of \$133,539.

Property (Bridge) Market Summary

CARRIER	COVERAGE	NOTES / FEEDBACK
ACE	Incumbent	Quoted: See Proposal
AXIS	Clear	Quoted: See Proposal
AIG	Clear	Decline: Not competitive
ALLIANZ	Clear	Decline: Not competitive with Westchester
AMRISC	Clear	Decline: Causeway risks outside targeted classes of business
ARCH	Clear	Decline: class of business
ARROWHEAD	Clear	Decline: class of business
AWAC	Clear	Decline: No wind
BEAZLEY	Clear	Decline: class of business
COLONY (ARGO)	Clear	Decline: class of business
GENSTAR	Clear	Decline: Class of business
GREAT AMERICAN	Clear	Decline: No Wind & Flood
MARKEL	Clear	Decline: no primary wind
RSUI	Clear	Decline: class of business and tri county exposure
STARR – IM	Clear	Decline: Not competitive with Westchester
TRAVELERS	Clear	Decline: wind exposure
TRU INS - IM	Clear	Decline: No wind or flood on primary basis
XL – IM	Clear	Decline: Coastal exposure

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on **second** reading amending the Town Code to provide enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

DESCRIPTION:

The ordinance was previously discussed at the 4/16/18 Town Council meeting, but action was deferred for additional editing / fine-tuning. MMPA revised the draft Ordinance again and coordinated with Town officials to solve the remaining issues. The current draft dated 7/2/18 incorporates all the requested changes.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

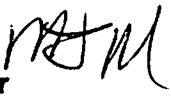
Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. BHI TC Staff Report Exterior Lighting July 2 2018
2. BHI Lighting Draft Ord July 2 2018

**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: July 2nd, 2018

Subject: Town of Bay Harbor Islands
Outdoor Lighting Regulations
Analysis of Existing Regulations / Proposed Modifications
MMPA Acct. No. 01-0702-0500

ISSUE / WORK HISTORY

Recently the Town received complaints about a few new multi-family residential building complexes exterior lighting. One such complex (Sereno East) has open pedestrian corridors facing East Bay Harbor Drive. Another site ("O" Residence) installed spotlights onto a pool area. This brought attention to the inadequacies of the Town's existing regulations for outdoor lighting. At the 1/08/18 Town Council meeting, the need for enhanced outdoor lighting regulations was discussed and MMPA was requested to research this issue and provide new regulations for consideration. MMPA researched the matter and prepared a draft Ordinance for consideration. At the 2/12/18 Town Council meeting, the issue was discussed but action was deferred, pending review and comment from the Planning and Zoning Board (PZB). The PZB discussed this issue on 2/20/18 and requested several modifications to the draft Ordinance, including broadening the Code application to all land uses in the Town (single-family homes are exempt under the current Code and original MMPA draft). Based on the comments made at the Town Council and PZB meetings, MMPA revised the draft Ordinance text to include as many of the requested revisions as possible. At the 3/12/18 Town Council meeting the updated draft Ordinance was discussed, but action was deferred, as several members of the Town Council were concerned that if a single-family property owner wanted to swap out exterior light fixtures or add security lighting, a photometric plan would be required, which was felt to be an unnecessary burden and could cost a considerable amount of money to have an engineer / professional to prepare such a plan. While this is common in a few similar communities (Golden Beach), others allow owners to swap out similar existing fixtures, and add security lighting if the light spillage meets the Code – the draft Code has illustrations and verbiage to address this. MMPA revised the draft Ordinance to include exemptions for single-family homes for similar lighting swaps. However, if new wiring is required a permit cannot be avoided via the Florida Building Code requirements. At the 4/16/18 Town Council meeting the updated draft

**Town of Bay Harbor Islands
Town Council Staff Report
Outdoor Lighting
May 22nd, 2018
Page 2**

Ordinance was discussed again, but action was deferred for additional editing / fine-tuning. MMPA revised the draft Ordinance again and coordinated with Town officials to solve the remaining issues. The last draft dated 5/22/18 incorporated all the previously requested changes. At the 6/11/18 Council meeting the updated draft Ordinance was discussed again and approved on 1st reading; however, a request was made to modify a provision (page 5 (4)) that would have exempted the Town from most compliance. The Council requested that this provision require the Town to comply, as private land owners would be required. MMPA modified the draft text; however, Town staff / MMPA believe a provision should be included to allow the Town to vary from the requirements, if approved by the Town Council for unique situations (i.e. public park lighting / street lights / public safety). The latest draft dated 7/02/18 incorporates all the previously requested changes and the above change. A question was raised by members of the public about interior lighting (inside a building) affecting neighboring sites (through windows / hallways / etc.). It would be very difficult to regulate interior lighting levels – one should allow some individual freedom in personal areas; however, occupants should be respectful of neighboring sites. MMPA believes proposed Code Section 23-19(d) concerning excessive illumination addresses this issue (“unnecessarily illuminates and substantially interferes with the use and enjoyment of any lot...”. Should a complaint occur this provision could be used for enforcement actions.

BACKGROUND / ANALYSIS

As previously discussed, the existing Code provisions regulating outdoor lighting in Chapter 10 entitle “Housing” are outdated and were written at a time when the initial development of the Town occurred (1969). Modern development designs and lighting technology (LED) has changed significantly. MMPA has prepared the accompanying Code modification which:

- Creates broader / separate land development regulations for exterior lighting;
- Sets more specific / modern foot-candle minimums / maximums for single-family development, multifamily development and commercial development (SFR areas now included per PZB request);
- Sets foot-candle minimums / maximums for the Town's public lands (Town Hall / Community Center / Parks / Roadways) so safe lighting levels exist;
- Addresses rooftop activity areas that could be a distraction to neighbors;
- Addresses parking lot areas (minimum safe lighting level);
- Addresses decorative “up lighting” for buildings / landscaping that showcase the item;
- Provides a mechanism to address older existing developments by requiring compliance with any expansion or remodeling of existing non-residential or residential development. The PZB did not like the proposed “50% of the structures' assessed valuation” retrofit / upgrade threshold. Rather, they desired that an amortization period be instituted for all exterior lighting – MMPA has inserted a 5-year amortization period for discussion purposes;

- Requires more detailed plans to be prepared for applications subject to review by the Planning and Zoning Board. The PZB requested that as part of future site plan applications an additional illustrative rendering at “night-time” be included. They know it will be illustrative at the PZB review time but may help flag design features that have bright lighting.
- MMPA verified the allowable hours of illuminating tennis courts and adjusted the hours accordingly from 11 pm to 10 pm. The “Tauber” commercial site was given special operational hours for future rooftop activities a few years ago – an exception was added. Since the March 2018 discussion additional text was requested to be added concerning applicability, conditions of approval and future changes, so that unlimited vesting does not occur.
- Since the March 2018 discussion additional text was requested to be added for seasonal holiday lighting exemptions.

SUMMARY / RECOMMENDATION

In response to recent concerns about excessing lighting on recently constructed developments and an observation that the existing regulations in the Town's Code are felt to be inadequate, a proposed Ordinance to enhance the regulations for the Town has been prepared. After researching the issue (numerous other municipal Codes / professional publications), MMPA feels that amending the Code as proposed will adequately address outdoor lighting concerns in future in the Town.

As requested the draft Ordinance was reviewed by the PZB on 2/20/18 and a number of suggestions were provided by the PZB to incorporate into the draft Ordinance. MMPA has attempted to incorporate as many of the TC / PZB suggestions as possible. A Town Council policy decision is necessary to include single-family homes – the PZB noted problems with single-family home security lighting, accent lighting (houses / landscaping) and occasionally rear yard (neighboring) lighting levels. The current draft includes provisions for all land uses.

At the March 2018 and April 2018 Town Council meetings the updated Ordinance was discussed, but action was deferred again to add new provisions. MMPA modified the draft Ordinance accordingly. At the June 2018 Town Council meeting the updated Ordinance was discussed and approved on 1st reading, subject to a minor revision on Town exemptions. MMPA has added revised provisions for consideration.

MMPA recommends the Town Council review and discuss the latest proposed revised Ordinance (changes in yellow) and, if found to be acceptable, move forward with the adoption of the Ordinance on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

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

WHEREAS, the Town recently became aware that the application of the existing Code provisions for the lighting of outside areas may produce undesirable effects, has studied the matter and desires to modify the existing Code provisions to rectify the issue; and

WHEREAS, the Town's Comprehensive Plan includes Objectives and Policies that identify the need to periodically study and modify the Town's Land Development Regulations to reflect current trends and community desires; and

WHEREAS, the Town Council desires to amend the Town's Code of Ordinances to implement said Comprehensive Plan provisions; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) for the Town to review the proposed modifications to the Town's Code of Ordinances; and

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

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

Section 1: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 10, Sections 10-1 and Section 10-2, and Chapter 23 Zoning and Planning Section 23-19 to modify provisions related to the lighting of outside areas of the Town; as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: 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 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of June, 2018.

PASSED on Second Reading this 13th day of August, 2018.

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
TOWN ATTORNEY

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 10 Housing

Sections 10-1 and 10-2 is hereby amended to read as follows:

Sec. 10-1. - ~~Lighting of outside areas of multiple dwelling buildings on East Island—Required.~~
Reserved.

~~All entrances, exits, hallways, balconies, stairways, outside walkways between street property lines and stairways, and patio areas that are contiguous to such walkways or are a part of such walkways of all multiple dwelling buildings on the East Island of the Town of Bay Harbor Islands shall be provided by the owner and manager of such buildings with electric lights so situated and arranged as to produce an approximately uniform light of proper intensity for safe seeing. Such lights shall be caused by the owner and manager of such building to burn continuously during such times as the building is in use or occupied and natural light sufficient for safe seeing is unavailable. Lights installed for outside entrances and exits of individual apartments may at the option of the owner and manager be controlled by a light switch within that particular individual apartment. If the lights installed for outside entrances and exits of individual apartments are controlled by a light switch within that particular individual apartment, the owner and manager of that building are exempt from the requirement of this section that the lights for outside entrances and exits of individual apartments be caused to burn continuously, but in all other respects such lights are subject to the provisions of this section. Owners and managers of the buildings referred to in this section are jointly and severally subject to the provisions of this chapter.~~

~~Sec. 10-2. Same—Test of sufficiency.~~ Reserved.

~~The test of light sufficient for safe seeing shall be a minimum value of 15 foot-candles in service values measured at the floor level.~~

Chapter 23 Zoning and Planning

Section 23-19 is hereby amended to read as follows:

~~Sec. 23-19. - Reserved.~~ Outdoor Site Lighting Requirements.

(a) Purpose and intent. Nonresidential and residential (single-family and multiple-family) buildings and projects shall be designed to provide safe, convenient, and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. The lighting and lighting fixtures shall be integrated and designed so as to enhance the visual impact of the project on the community and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties.

(b) Applicability.

(1) *New development.* These regulations shall apply to all new nonresidential or residential (single-family and multiple-family) development. A site lighting plan (photometric plan) shall be required for only nonresidential and multiple family developments to demonstrate compliance with these regulations. Such site lighting photometric plan shall include ground level, building mounted and any rooftop recreational facilities.

(2) *Expansion and remodeling.* These regulations shall apply to any expansion or remodeling of existing nonresidential or residential (single-family and multiple-family) development that involves outdoor lighting alterations. Existing development sites are encouraged to retrofit outdoor lighting fixtures over time. A site lighting photometric plan shall be required for only nonresidential and multiple family developments to demonstrate compliance with these regulations. Such site lighting photometric plan shall include ground level, building mounted and any rooftop recreational facilities.

(3) *Repair and maintenance.* These regulations shall apply to replacement of individual lighting fixtures in any nonresidential or residential (single-family and multiple-family) development. A permit is not required to reposition or switch out a fixture; however, all other electrical work is subject to compliance with the Florida Building Code, as may be amended from time to time.

(4) *Exceptions Town-Owned Facilities.* These regulations shall not mandatorily also apply to Town-owned facilities; however, voluntary compliance with light spillage standards is encouraged the Town Manager with approval from the Town Council, waive or modify the Code provisions.

(c) Site lighting design requirements.

(1) *Fixtures (luminaires).* The light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.

(2) *Fixture height.* Lighting fixtures shall be a maximum of 20 feet in height within the parking lot and shall be a maximum of 15 feet in height within non-vehicular pedestrian areas.

(3) *Light source (lamp).* Incandescent, fluorescent, metal halide, single-color light emitting diode (LED), color-corrected high-pressure sodium, or other lighting types invented in the future approved by the Town may be used. The same light source type

must be used for the same or similar types of lighting on any one site throughout any development.

(4) *Mounting.* Fixtures shall be mounted in such a manner that the cone of light primarily directed towards the earth's surface or otherwise shielded, such that lighting is contained on-site and does not cross any property line of the site. This provision shall not apply to security lighting with motion detectors that allow temporary light spillage when activated.

(5) *Limit lighting to periods of activity.*

a. The use of sensor technologies, timers or other means to activate lighting during times shall be provided by business uses with exterior or garage parking facilities to illuminate the facility from 30 minutes prior to sunset until at least 30 minutes after the closing of any establishment served by the parking facility.

b. Any parking facility that serves a residential use must maintain the minimum levels of illumination established by this section through the use of natural or artificial light 24 hours per day.

c. No outdoor recreational facility shall be illuminated after 10:00 p.m. except to conclude a scheduled and sanctioned recreational or sporting event by the Town or other authorized agency in progress prior to 10:00 p.m. The hours of illumination listed herein shall not retroactively apply to previously approved land development projects that included rooftop recreational facilities in the B-1 Business District prior to the adoption of this Code provision, unless an agreement of compliance with future Code updates was made, or a condition of approval limiting uses, hours of operation or lighting of a land development approval was included. The luminaries shall be extinguished after outdoor recreational events are completed and the site has been vacated. All such facilities shall be equipped with automatic timer switches to ensure the illumination timeframes are adhered to. Public recreational facilities that operate or are open to the public on a 24-hour basis are exempt.

d. The regulations as to the hours of illumination shall not apply to Town-owned or sponsored temporary seasonal decorations for holidays recognized by the Town. The regulations as to the hours of illumination shall not apply to privately-owned or sponsored temporary seasonal decorations for holidays, provided a nuisance is not created.

(6) *Illumination levels.*

- a. All site lighting shall be designed so that the level of illumination as measured in foot-candles at any one point meets the standards in the table below. Lighting levels up to 25 percent higher may be allowed by the Town Manager subject to the applicant demonstrating that higher lighting levels are necessary to meet objectives for environmental programs such as Crime Prevention Through Environmental Design (CPTED) and Leadership in Energy and Environmental Design (LEED) and will not conflict with subsection (d) concerning excessive illumination below:

Exterior Lighting and Parking Lots

<u>Type of Lighting</u>	<u>Lighting Level (foot-candles)</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
Architectural lighting	<u>0.0</u>	<u>1.0</u>	<u>5.0</u>
Canopy area lighting	<u>2.0</u>	<u>10.0</u>	<u>15.0</u>
Entrances to buildings	<u>0.3</u>	<u>0.75</u>	<u>3</u>
Rooftop lighting	<u>0.3</u>	<u>1.0</u>	<u>5.0</u>
Multiple-family parking lots	<u>0.2</u>	<u>1.0</u>	<u>8.0</u>
Nonresidential parking lots and garages	<u>0.2</u>	<u>1.5</u>	<u>10.0</u>
Public Streets and sidewalks	<u>1</u>	<u>12:1 uniformity ratio</u>	<u>4:1 uniformity ratio</u>
Storage areas (security lighting)	<u>0.2</u>	<u>1.0</u>	<u>10.0</u>
Walkways, landscape or decorative lighting	<u>0.2</u>	<u>0.8</u>	<u>5.0</u>

Nonresidential and Multifamily Residential Parking Garages

<u>Type of Lighting</u>	<u>Lighting Level (foot-candles)</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
Garage entrance	<u>No daytime min. 1.0 nighttime</u>	<u>10:1 uniformity ratio</u>	<u>No daytime max. 15.0 nighttime</u>
Garages with openings to outside	<u>0.2</u>	<u>10:1 uniformity ratio</u>	<u>10.0</u>

Enclosed garages	0.2	10:1 uniformity ratio	None
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b. Minimum and maximum levels are measured on the pavement or other surface within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a none-to-exceed value calculated using only the area of the site intended to receive illumination.

c. Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.

d. Roadway lighting provided by the Florida Department of Transportation is exempt from these regulations.

e. Lighting levels shall be limited to not more than one (1) foot-candle along the waterways and on dock facilities adjoining the Town's islands for environmental and neighborhood intrusion reasons.

f. Security lighting. All security lighting installations shall include timers, dimmers, and/or sensors to reduce the overall energy consumption and eliminate unneeded lighting.

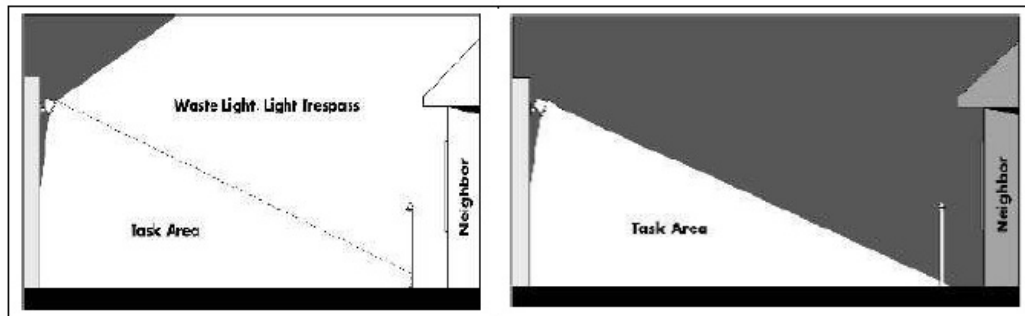
g. Decorative lighting for building and landscaping.

(1) Upwardly-directed lighting used to illuminate all or part of a structure or building facade shall use low-wattage architectural or decorative lighting so that direct light emissions are contained by the structure or facade and not be visible above the building roof line.

(2) Light fixtures used to illuminate flags, landscaping, statues, or other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that does not extend beyond the illuminated object and shall not be obtrusive or cause glare.

(3) Any light source forming a linear pattern shall be recessed within the structure in which it is located.

(4) Any light source or lamp that emits more than 900 lumens shall be concealed or shielded with full cut-off style fixture with an angle not exceeding 90 degrees to minimize glare and unnecessary light diffusion onto adjacent properties and streets. No light source or lamp may produce more than 1,800 lumens.



Noncompliant – Light diffusion onto adjacent property	Compliant – No light diffusion onto adjacent property
Note: Figure illustrating shielding of light source to avoid light diffusion onto adjacent property. Measurement to be taken 5 feet above grade. See subsection (c)(4) above for temporary security lighting exemption.	

(h) *Flickering or Flashing Lights.* No flickering or flashing exterior lights shall be allowed except for temporary decorative seasonal lighting.

(d) *Excessive illumination.*

(1) Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot, or which unnecessarily illuminates the night sky or neighboring properties is prohibited. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section. Lighting unnecessarily illuminates the night sky if it directly projects into the night sky or if it clearly exceeds average lighting levels when measured at a height above the lighting fixture or its shield.

(2) All outdoor lighting shall be designed and located such that the maximum illumination measured in foot-candles at the property line does not exceed one (1) adjacent residential sites, adjacent commercial sites, the waterways adjoining the islands, and public road rights-of-way.

(3) Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.

(4) Fixtures used to accent architectural features, landscaping or art shall be located, aimed or shielded to minimize light spill into the night sky and neighboring properties.

(5) Illumination using illuminated tubing or strings of lights that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes, as determined by the Town Manager, is generally prohibited, unless approved by the planning and zoning board. However, this shall not be construed to preclude holiday / seasonal light displays.

(6) Rooftop deck or rooftop patio lighting shall be shielded to prevent light from spilling over the side of the building or any glare projecting upward or to neighboring properties; and all light sources shall be installed so as not be visible from the right-of-way and neighboring properties. Low-scale / low intensity type lights are required such as bollards or building mounted fixtures. Rooftop lighting systems shall be designed with timer switches to shut off all lighting during the restricted hours set forth in subsection (5) herein, except for pedestrian safety lighting installed not exceeding four (4) feet in height above the roof deck.

(7) All wiring for lighting fixtures and conduits shall be hidden from view, preferably enclosed in building components. No loose wiring shall be permitted.

(e) *Lighting plans.* Plans for illumination of buildings and lighting zones shall be submitted at the time a building permit is submitted or with an application for site plan approval. At the time of submission of a site development plan preliminary site lighting photometric plans for the proposed ground level lighting, exterior building lighting and any rooftop recreational facility lighting shall be submitted. As part of a building permit submission an updated site lighting photometric plan shall be required, as well as fixture details noting lighting levels. A site lighting photometric plan shall be required for only nonresidential and multiple family developments to demonstrate compliance with these regulations (not single-family homes). The lighting plans shall comply with the standards listed below:

(1) *Design.* Plans shall be prepared and sealed by an engineer registered in the State of Florida.

(2) *Plans.* Lighting plan or plans, including photometric plans, shall include the following information:

a. Overall site plan.

b. Vehicular and pedestrian access and circulation.

c. Location of parking stalls.

d. Adjacent property lines, including existing uses and future land use map and zoning district designations.

e. Plan view of all fixtures, including pole and wall-mounted.

f. Height of all fixtures.

g. Photometric data and statistical analysis, including foot-candle values, the maximum to minimum uniformity ratio, the average initial or average maintained foot-candles, the minimum foot-candles, the maximum foot-candles, points of

calculation for foot-candles, and similar information required by the Town Engineer.

h. The location and description, including the mature height of all existing and proposed trees, and the location of light fixtures on both adjacent properties and the street rights-of-way within ten feet of the subject property.

i. Light fixture data, including height, manufacturer, wattage, and lighting type.

j. All plans shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth in this section and that subsequent construction will comply with the approved lighting plan.

k. Lighting installation shall not be placed in permanent use until a letter of compliance from a registered professional architect or engineer has been provided stating that the installation has been field checked and meets the specification set forth on the approved photometric plan.

(f) *Method of measurement.* The light meter sensor shall be read at ground level or the established grade in a horizontal position, or from adjoining sites at equivalent heights. Readings shall be taken only after the light source has been exposed long enough to provide a constant reading. Measurements shall be taken after dark with the light sources to be measured on and subsequently off. The difference of the two readings shall be compared to the permitted illumination level for each lighting zone.

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 10.

ITEM: Approval of an ordinance on **second** reading requested by Council Member Yaffe amending Section 5-23.01 providing for staggered terms for the members of the Planning and Zoning Board. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the last Town Council Meeting Council Member Yaffe suggested that perhaps it would be a good idea to implement staggered terms for the members of the planning and zoning board to retain some continuity and not have to reappoint all members every 4 years. Assistant Town Attorney Frank Simone drafted the attached ordinance that provides for the term beginning 2020 three out of seven members be chosen to serve a 3 year terms and four members for a two year term.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1. 2018.06.11 Ordinance Staggered PZ Board

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDINGS AND CONSTRUCTION, BY AMENDING SECTION 5-23.01 TO PROVIDE FOR A STAGGERED PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town;

WHEREAS, the Town Council of the Town of Bay Harbor Islands believes that it is in the best interest of the Town's residents to have a staggered planning and zoning board;

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

Section 1: That Section 5-23.01 of the Town of Bay Harbor Islands Code of Ordinances is hereby amended as set forth in the attached Exhibit "A," and by reference is made a part hereof.

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

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

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

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

PASSED on First Reading this _____ day of _____ 2018.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Sec. 5-23.01. - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* The town council will resign as members of the planning and zoning board. Thereafter, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d), except as provided in subsection (b), below.
- (b) *Staggered Board.* The planning and zoning board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the Town Council (who shall be selected randomly through a lottery type drawing) shall serve on the planning and zoning board for a one (1) year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms as set forth in subsection (a), above.
- ~~(b)~~(c) *Appointment to the planning and zoning board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- ~~(e)~~(d) *Vacancies.* Should a planning and zoning board member resign, lose the residency requirement of subsection (c), be removed pursuant to subsection (e), or otherwise not be able to serve on the Planning and Zoning Board for whatever reason, the member's vacancy shall be filled pursuant to subsection (c).
- ~~(d)~~(e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any planning and zoning board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled planning and zoning board meetings or misses five meetings in any 12-month period may be removed from the planning and zoning board.
- ~~(e)~~(f) *Meetings.* The regularly scheduled planning and zoning board meeting shall occur in the evening on the first Tuesday and third Tuesday of every month or as needed.
- ~~(f)~~(g) *Officers.* One member shall be elected by the planning and zoning board as chairperson. One member shall be elected by the planning and zoning board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the planning and zoning board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all planning and zoning meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the planning and zoning board to the town council. The town shall provide a secretary for the planning and zoning board and the town clerk shall be the custodian of all records, books, and journals of the planning and zoning board.
- ~~(g)~~(h) *Quorum.* Four present members shall constitute a quorum.
- ~~(h)~~(i) The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the planning and zoning board in performance of its duties.

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 11.

ITEM: Approval of an ordinance on **second reading** amending Chapter 20 of the town code relating to utility billing and collections. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

This item was discussed at the last meeting and it was the consensus of the Town Council to bring back an ordinance updating the method of billing and collection of utilities. The ordinance provides for a process to notice delinquent accounts, collect overdue fees and file liens where appropriate.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1. 2018.05.24 Ordinance Utilities Fees (3)

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-7, 20-11, AND 20-15.1 TO PROVIDE FOR UNIFORM BILLING, PAYMENT, COLLECTION, AND THE FILING OF LIENS IN CONNECTION WITH UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town;

WHEREAS, the Town is responsible for providing, billing, and collecting certain fees for utilities;

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

Section 1: That Sections 20-7, 20-11, and 20-15.1 of the Town of Bay Harbor Islands Code of Ordinances are hereby amended as set forth in the attached Exhibit "A," and by reference is made a part hereof.

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

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

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

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

PASSED on First Reading this _____ day of _____ 2018.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Sec. 20-7. - Same—Billing for Water Services, Sewer Services, and Storm Water Fees; discontinuance of service.

Charges for water service, sewer services (as set forth in Section 20-11, below), and storm water fees (as set forth in Section 20-11.1, below) shall be billed to each ~~owner or owner's agent of the property owner involved~~ monthly. If payment for service is not made within ~~30~~ 60 days from the due date of the bill, the ~~town manager~~ shall have the authority to discontinue service upon written notice by him to the property owner. ~~or owner's agent. A~~ Written notice shall be sent by certified mail sent five days before and First Class U.S. Mail and shall specify the date that the service is will be discontinued, and the outstanding balance. The outstanding balance shall also include all ~~All~~ costs of notice, including costs of mailing, together with a 3% late fee charge. ~~billing and a lien created thereby.~~ Such ~~water service charges, costs, and late fees~~ shall constitute a tax and shall be a lien against the property for which the ~~water service~~ charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid. The lien may be recorded in the public records and interest shall accrue at the legal rate set forth in Section 55.03, Florida Statutes. The Town Manager shall have the discretion to waive any late fee(s), lien recording fee(s), and accrued interest in connection with any property owner's payment of their outstanding balance. ~~Interest at the rate of nine percent per annum shall be added to the charges from the due date of the charges to payment.~~

Sec. 20-11. - Same—Payment Billing; discontinuance of service.

~~The Charges for sewer service charges shall be imposed, billed and noticed, collected, and liened as set forth in Section 20-7, above. on a calendar monthly basis, and shall become due and payable immediately upon billing for same without discount or further demand, and such Sewer service charges shall constitute a tax and shall be a lien against the property for which the sewer service charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid.~~

Sec. 20-15.1. - Billing; discontinuance of service; liens.

- (a) Charges for storm water services shall be billed, noticed, collected, and liened as set forth in Section 20-7, above. ~~Fees shall be billed to each property owner of each developed property in conjunction with the monthly water bill. Fees shall be due under the same conditions as the water bill. Late charges may be established by the governing body and amended from time to time and applied to fees that are 60 days past the due date.~~
- (b) ~~Fees and late charges~~ Charges for storm water fees, late fees, mailing fees, and interest shall be debts due and owing the utility and the same shall be recoverable by the town or its assignee on behalf of the utility, in any court of competent jurisdiction.
- (c) Intentionally Deleted. ~~The utility shall establish procedures to notify all property owners, tenants and managers of developed property of delinquent fee accounts.~~
- (d) ~~All fees and late charges due and owing to the utility which remain unpaid for 60 days past the due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as a lien for a special assessment. Charges for storm water fees, late fees, mailing fees, and interest~~ Until fully paid and discharged, said fees and late charges shall remain, and constitute a special assessment lien equal in rank and dignity with the liens of municipal ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for a period of five years from the date of said fees and late charges, thereupon, become a lien as set forth in this article. Said lien may be enforced and satisfied by the town on behalf of the utility, pursuant to F.S. Ch. 173, as amended from time to time, or by any other method permitted by law. The lien provided herein shall not be deemed to be in lieu of any other legal remedies for recovery of said fee and late charges available to the town and to the utility.

- (e) ~~For fees which become more than 60 days past due and unpaid, the utility shall cause to be filed in the office of the clerk of the court of Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of such A~~ notice of lien shall be mailed within a reasonable time to the owner of the property involved as may be known to the town or shown on the tax assessment roll most recently published by Metro-Dade County. No such lien shall be enforceable by the town or the utility unless said notice shall be filed within six months from the date the fees and late charges become a lien as established by this article.
- (f) Liens may be discharged and satisfied by payment to the town, on behalf of the utility, of the aggregate amounts specified in the notice of lien and all filing and recording fees. When any such lien shall be fully paid or discharged, the town shall cause evidence of the satisfaction and discharge to be filed with the clerk of the circuit court of Dade County, Florida.
- (g) Notwithstanding other provisions to the contrary herein, the town, on behalf of the utility, shall have the discretion not to file notices of lien for fees and late charges for sums in the amount less than \$50.00. If the town or the utility elects not to file a notice of lien, said fees and late charges shall remain as debts due and owing in accordance with (b) above.

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Council Member Yaffe amending Chapter 23 relating to vehicle parking lifts. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Robert Yaffe, Council Member

ATTACHMENTS

1. Ordinance Sec 23-24h Vehicle Parking Lifts
2. BHI TC Staff Report Vehicle Lifts July 16 218
3. BHI Vehicle Lift Table Update July 2018

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING, BY ADDING SECTION 23-24(H) ENTITLED VEHICLE PARKING LIFTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards and aesthetic beauty contained within the Town;

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

Section 1: That Section 12-24(h) of the Town of Bay Harbor Islands Code of Ordinances is hereby added as set forth in the attached Exhibit "A," and by reference is made a part hereof.

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

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

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

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

PASSED on First Reading this _____ day of _____ 2018.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2018.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Sec.23-24(h) Vehicle parking lifts may be permitted to satisfy the number of parking spaces required by Section 23-24(c) above, subject to the below restrictions:

- (1) Prior to installation, a property owner shall obtain a building permit from the Town for the installation of vehicle parking lift(s).
- (2) Vehicle parking lifts installed in multi-family dwellings, including townhouses (as set forth in Section 23-24(c)(3)) and commercial properties (as set forth in Section 23-24(c)(4) through 23-24(c)(10)) shall, at all times, be operated by: a) an employee of the property (or the property's condominium association); b) an employee of the property management company retained by the property (or the property's condominium association); or c) an employee of a valet company who shall be located on the property and available to operate the vehicle parking lifts during all hours that the property is open to visitors, renters, and unit owners. Vehicle parking lifts shall not be operated by visitors, renters, or unit owners, even if the vehicle parking lift(s) are limited common elements that are exclusively assigned to a unit owner.
- (3) The requirement of Section 23-24(h)(2) shall not be applicable to single-family dwellings (as set forth in Section 23-24(c)(1)) or two-family dwellings (as set forth in Section 23-24(c)(2)).

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

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

Date: July 16th, 2018

Subject: Town of Bay Harbor Islands
Proposed Town Code Amendment
Vehicle Lifts – Require Non-Resident Operators
MMPA Acct. No. 01-0702-0500A

ISSUE:

At recent Town Council meetings (spring of 2018) Councilmember Yaffe requested the above item be added to a Town Council agenda to discussion. The topic is to possibly require mandatory employee / valet services for any vehicle lift operations in the Town, except for single-family / duplex homes. The Town Attorney was instructed to prepare a draft Ordinance for consideration, which they prepared. As drafted the proposed Code provision would require vehicle lifts within commercial developments and all multi-family developments (including townhouses), to be operated by: (1) an employee of the property, (2) an employee of a property management company, if one existed, or 3) an employee of a valet company during all hours of the day when the vehicle lifts would operate. The draft Code as written would prohibit any individual (visitors / owners / renters) from operating vehicle lifts.

BACKGROUND / ANALYSIS

In mid-2015 the Town Council discussed banning underground parking garages and vehicle lifts. MMPA was requested to research existing / proposed new developments and provide information on those existing or proposed developments that had those features. MMPA prepared a staff report and table indicating which approved projects had either below grade parking garages or vehicle lifts. The Town Council discussed these matters and chose not to pursue limitations on either below grade parking facilities or vehicle lifts at that time.

When the original MMPA analysis was done in May 2015, fifteen (15) developments had some portion of their parking facilities below lot grade, and seven (7) developments had vehicle lifts. As of July 2018, two (2) commercial developments (Monarch/TRYP Hotel / Sklar Offices on BH

Town of Bay Harbor Islands
Proposed Town Code Amendment
Vehicle Lifts – Require Non-Resident Operators
July 16th, 2018
Page 2

Terr.) include some vehicle lifts, seventeen (17) multi-family developments will have some portion of their parking facilities below grade, and thirteen (13) multi-family developments will have vehicle lifts. Of those multi-family developments with vehicle lifts seven (7) projects will have over 50% of their total parking spaces provided via vehicle lifts. In total about one-half of all new land development projects anticipate the use of some vehicle lifts. The multi-family complexes proposing to use vehicle lifts range in size from as low as 14 DUs to 87 DUs.

Due to the small size of the Town's platted development lots, the realization that property owners are 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 13 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 these features. Five (5) of the newer projects have "deep" garages (8'-11' below grade) 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.

While the two (2) new hotels have mandatory valet parking services and some vehicle lifts, the proposed Sklar office building (not approved as yet) includes an advanced rotisserie-type self-service vehicle lift system. It is becoming much more common for new developments and retrofitted developments to use self-operated vehicle lift systems – due to limited land area for surface parking and costs. Modern vehicle parking systems are time-tested, quite secure and have backup safety features. To our knowledge almost none of the multi-family complexes with vehicle lifts have or plan to use employees / valet parking for their vehicle lift systems; however, operation details are not often discussed in detail at PZB meetings (Bijou will have 100% valet). One of the key deterrents of a proposal to require mandatory employee / valet parking is the high cost to employ full-time / part-time employees / valet services – especially at smaller complexes and for 24-hours per day. Almost all of the newest multi-family complexes have lower densities and larger DU sizes that the current market dictates. Some previously approved higher density projects are combining units when built.

MMPA researched several South Florida communities to note their regulations and operational requirements. Both Miami and Miami Beach adopted land development regulations for lifts. Conversely, Ft. Lauderdale and West Palm Beach have no regulations. Commonly, if vehicle lifts are utilized they must be in an enclosed parking garage (same as BHI). The upper lift floor must be solid to stop any fluid dripping on vehicles below. The parking stall sizes must meet the normal minimum requirements. In Miami, only the occupants of the same DU can operate a single self-parking lift. Miami Beach limits the percentage of vehicle lifts in commercial developments (25%) – but not multifamily. None of the surveyed cities ban self-parking or mandate employees / valet services. MMPA is not sure a law that would prohibit self-parking can be applied to previously approved developments – the Town Attorney should opine.

MMPA does not recommend the Town adopt the regulations as drafted – or if it does - to limit the application to only larger complexes so the high cost can be handled. Based on the Town Council's discussion staff can take the requested actions.

Town of Bay Harbor Islands, Florida

July 2018

East Island Multi-Family Residential Projects with Vehicle Parking Lifts

Development Name	Address	DU	Parking Spaces	Lift Spaces
Riva Bay Harbor	9400 WBHD	25	50	48
Monarch / TRYP Hotel	9560 WBHD	96	64	16
Bay Harbor Res. / Kai	9940 WBHD	57	120	19
Royal House	9431 EBHD	71	145	70
Island House	9201 EBHD	87	180	90
La Boutique / Bijou	9521 EBHD	41	82	20
9290 Condo	9400 WBHD	14	29	14
Driftwood	9955 EBHD	35	73	68
1150 101 St.	1150 101 St.	17	34	24
Pearl House	1170 101 St.	15	31	26
1145 100 St.	1145 100 St.	45	94	72
Capriccio	9900 WBHD	30	62	56

Note: PZB meeting records reflect Bijou will have full-time valet service.

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 13.

ITEM: Consideration and approval of a proposed ordinance on **first** reading amending the Town Code with regard zoning and planning regulations to address the minimum open space requirements and second story building area requirements in the RD Single-Family District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The Planning and Zoning Board has been tasked with making recommendations to amend the Town's code to provide regulations to avoid large unbroken massive walls along the sides of the single family buildings and to enhance the landscaping. There have been other suggestions considered and approved by the Town Council. The proposed ordinance builds on those regulations.

After careful consideration and discussion the Planning and Zoning Board recommended new regulations for open space requirements and language that will regulate the mass and provide enhancements to the architecture of the proposed single family projects. The result is the attached proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

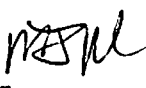
Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. BHI TC Staff Report Phase II SFR LDRs July 24 2018 (2)

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

To: Mayor & Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 24th, 2018

Subject: Town of Bay Harbor Islands
Land Development Code Update
Single-Family Home Design Standards
MMPA Acct. No. 01-0702-0500

ISSUE:

Recently the Town has been discussing / studying / meeting about the appearance of some of the new "contemporary / modern" home designs being built in the community. The comments included "over-building / too massive / too plain / too much plain exposed concrete / too much lot coverage" and other comments. The Town has spent a lot of time over the last 13+/- years studying its land development regulations and updating its Codes. In general, we find the Town's regulations similar to many other communities, comprehensive and fairly detailed, but are flexible enough to allow architects / builders some freedom to propose a wide variety of single-family house designs. However, as to modern 2-story home design criteria the current Town Code is felt to be somewhat lacking in bulk limitations, which often causes taller portions of homes to "overwhelm" older one-story homes nearby.

Upon the Planning and Zoning Board's (PZB) recommendation, the Town Council adopted initial single-family land development regulation modifications to require 1) at least 50% of the front yard area to be landscape, and 2) building facades must be articulated.

A joint workshop meeting occurred on May 1st, 2018 between the Town Council and PZB which provided a forum of open discussion about the recent community appearance observations, and suggestions to address the concerns. The PZB continued to meet / discuss further land development regulation modifications. At the July 17th, 2018 PZB meeting a consensus was reached on several additional possible Code amendments. MMPA was instructed to prepare illustrations and draft Code amendments for consideration. Included are (1) new definitions, (2) additional lot open space requirements, and (3) second story bulk regulations.

Town of Bay Harbor Islands
Town Council Staff Report
Single-Family Home Regulations
July 24th, 2018
Page 2

The PZB requested that the recommended "Phase II" single-family home LDRs be forwarded to the Town Council for discussion and adoption, if the Council is in agreement. MMPA has created / provided a number of illustrations / alternatives for the 2nd story additional setback / building volume issue for discussion, including a flex-setback option (1/3 – 2/3) and a building percentage option. PZB waiver provisions are included as well, as requested to address unique home designs.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ZONING AND PLANNING REGULATIONS TO ADDRESS MINIMUM OPEN SPACE REQUIREMENTS AND SECOND STORY BUILDING AREA REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-1 OF THE ZONING AND PLANNING CODE ENTITLED DEFINITIONS; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; 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 Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Code provisions of the Town and find that certain modifications are necessary and desirable to further regulate single-family home development; and

WHEREAS, public meetings were held before the Planning and Zoning Board of the Town to discuss various options and recommend proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public meetings 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 Code of Ordinances is hereby amended to modify Section 23-1 and Section 23-11, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

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

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

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

PASSED on First Reading this ____ day of _____, 2018.

PASSED on Second Reading this ____ day of _____, 2018.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

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

Sec. 23-1. – Definitions.

For the purposes of this article, certain terms and words are herein defined. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words “used for” include the meaning “designed for”; the word “structure” includes the word “building”; the word “shall” is mandatory and not discretionary; the word lot includes the words “plot” or “tract”.

Open Space: Those areas on a plot that include permeable landscaped materials such as grass, trees, shrubs, ground covers, open earth with mulch or decorative materials, sand and any type of living landscaping. The term shall not include driveways, other paved areas, swimming pools, spas, ponds, walkways, patios and decks, and similar impervious areas. No partial credit shall be allowed for “pervious pavers”. Artificial turf shall not count toward any required open space.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor next above it, then the space between such floor and the ceiling next above it. A basement shall be counted as a story if its ceiling is equal to or greater than four feet above grade.

Sec. 23-11. - Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) RD-Single Family Area:

- (1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

- (2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

i. On all lots in the RD-Single Family district: 15 feet from each side property line.

ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.

iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.

iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.

v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.

vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

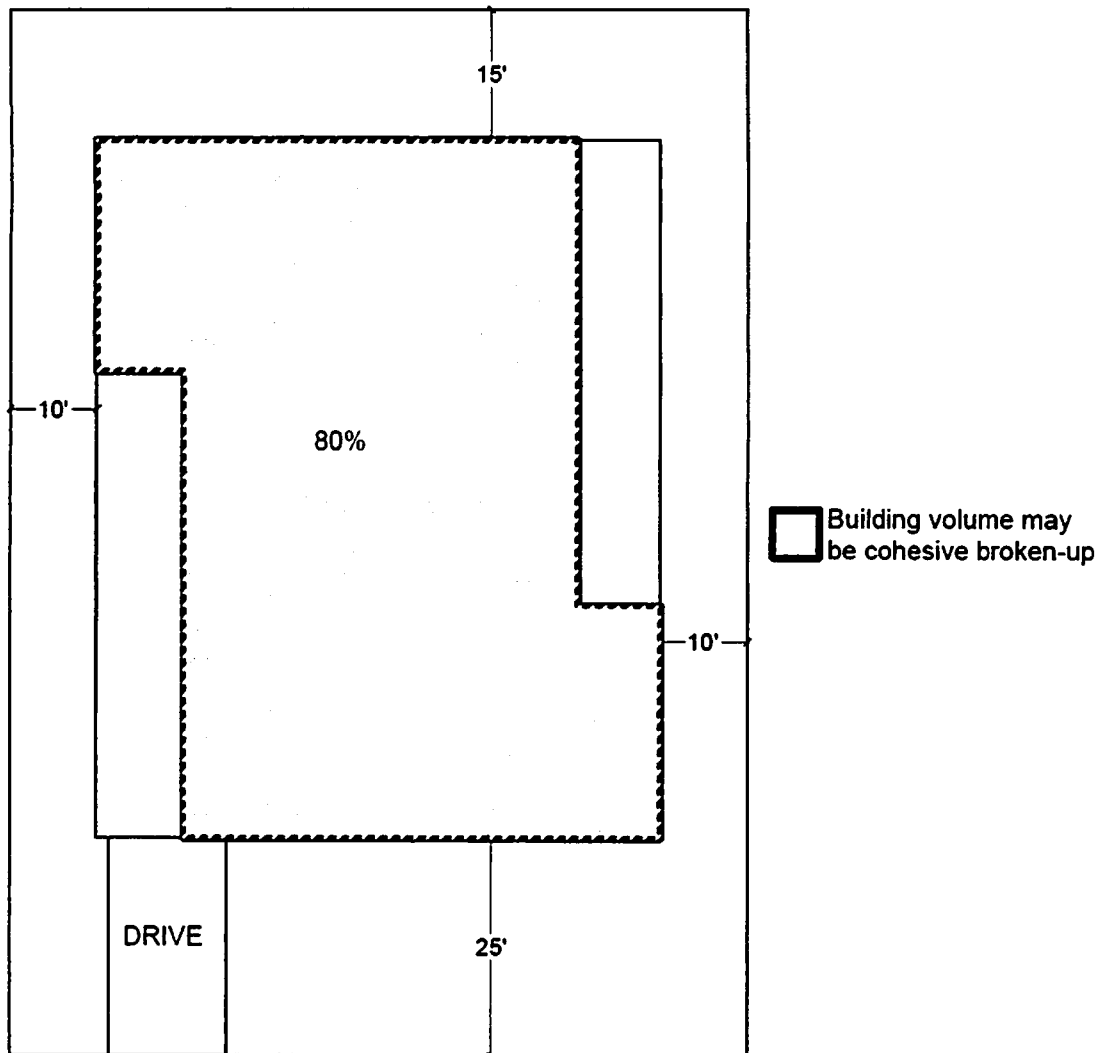
(7) Building Articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc. must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50% of the length of all elevations of the main house and any accessory structures.

(8) Open Space Requirements.

- a. Each plot shall provide for a minimum of thirty-five (35) percent Open Space at ground level for one-story homes. Each plot shall provide for a minimum of forty (40) percent Open Space at ground level for homes with any portion of the home above one story.
- b. Each plot shall provide for a minimum of fifty (50) percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the fifty (50) percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

(9) *Second story building area restrictions.* For residences designed as two-story structures, the second story shall not exceed eighty (80%) percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned / non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the Planning and Zoning Board. Notwithstanding the above, the Planning and Zoning Board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house facades to break the massing of the structure.

TOWN OF BAY HARBOR ISLANDS
SINGLE-FAMILY HOME LDRs
Proposed 2nd Story Limitation
Per PZB 7/17/2018



Concept:

The 2nd Story of a Single-Family home shall not exceed 80% of the 1st floor Gross Building Area (all enclosed areas). The building volume can be cohesive or broken-up. The 1st Story and 2nd Story limited Building Areas may be reversed with approval of the PZB.

Waiver:

The PZB may allow modifications to these criteria in instances where enhanced architectural articulation and detailing is provided on the building facades to break the massing of the building facades to break up the massing of the building.

Notes from Planning and Zoning Meeting June 6th, 2018

- 1- Percentage of pervious area required per lot
 - a. Two stories houses must have at least 40%
 - b. One story houses must have at least 35%

Obs.: pervious area is defined herein as permeable landscaped material such as grass, sod, earth, sand or any type of landscape

- 2- 2/3 (66%) of any building above 18' (feet) tall must be recessed in the order of 1:1 on the side setbacks. Hence, 1/3 of the building (33%) side facades- considering the maximum length permitted by the required front and back setbacks- above 18' (feet) tall may be located in the minimum required side yard setback. See examples below from nearby city:

- a. *Golden Beach Sec. 66-69.1. - Zone One (h)*

All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet

Obs 1.: Golden Beach Zone One is along the ocean front where state requires the lower habitable floor to be at 18' above MSL to avoid wave damage.

Obs. 2: Typical 2nd Story at 10'-12' so step back should stand there for 2- story homes. Need flexibility for tall one-story homes.

- 3- A Waiver that allows property owners to go up to 40%, instead of 33% of wall above 18' (feet) to be in alignment with required minimum setback (10 feet from side property line) of any structure above 18' (feet) would be possible if the 40% were divided into, at least two areas and if the following elements were added to the façade:
 - a. Architectural details such as wood casing or wood panels
 - b. Green walls
 - c. Porch
 - d. Eyebrows
 - e. Fenestration

Concept Regulation: Second story additional setbacks. All residences designed as two-story structures shall be required to increase the setbacks along two-thirds of the allowable length of the second story by one foot for each one foot (1:1), study ratio 1:2/ 1:3/ other) of building height above the first 18 feet (should be for 2nd story where it begins – 18' was noted in GB code). Notwithstanding the above, the Planning and Zoning Board may allow the one-third base setback to increase to no more than 40% of the length of the second story, if the building area is broken into at least two (2) subareas, and the following design elements are included, either singularly or in combination, as determined appropriate by the board: enhanced architectural details such as wood casings or panels, bands, reveals, balconies, porches and terraces, roof or other overhangs, eyebrows, undulating building areas, or other building fenestrations.

Figure 1 - 2nd Story Setback 1/3: 2/3
Sides Only

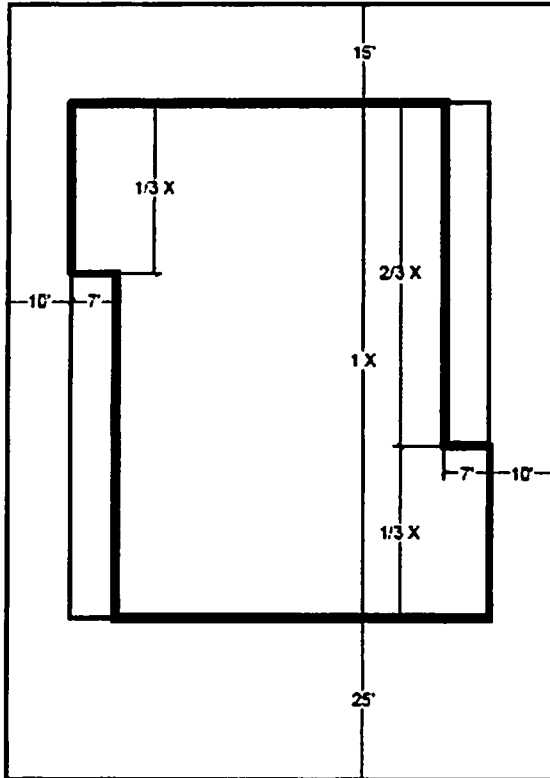


Figure 2 - 2nd Story Setback 40%: 60%
Sides Only

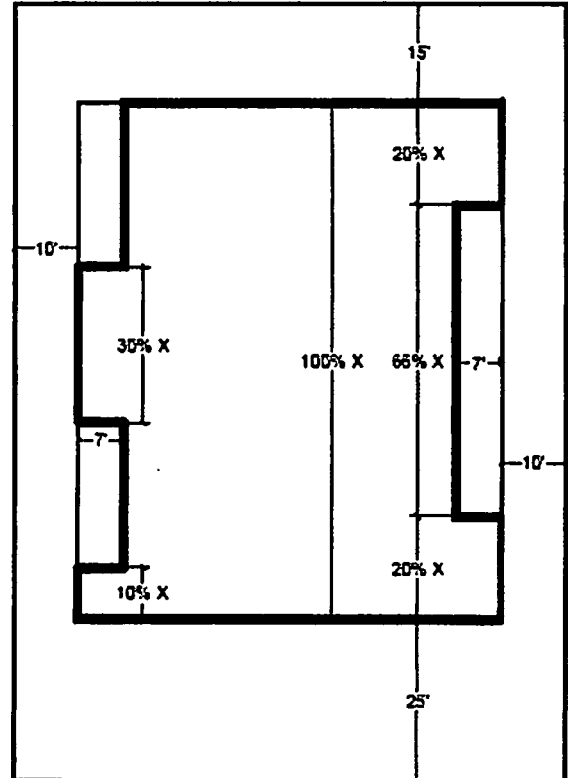


Figure 3 - 2nd Story Setback 1/3: 2/3
All Facades

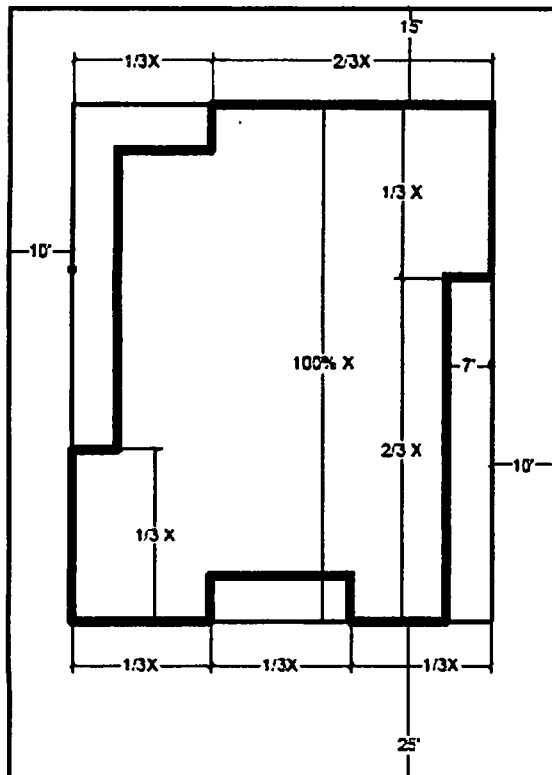
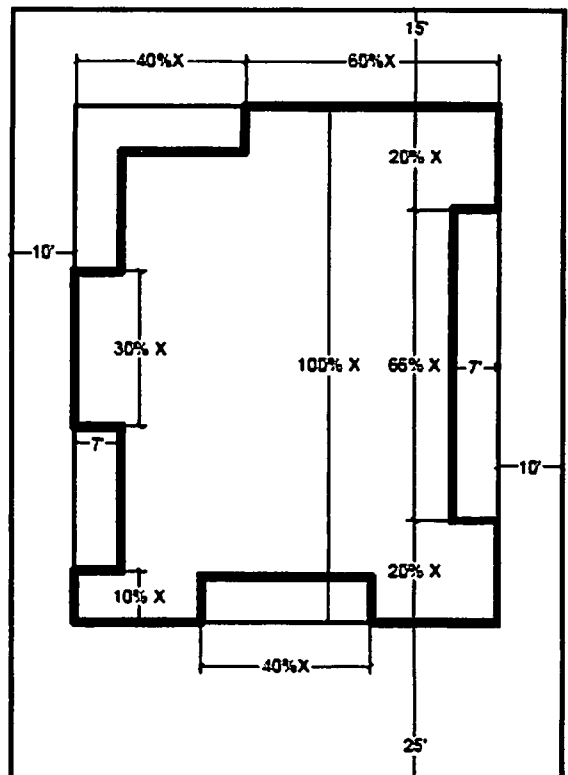


Figure 2 - 2nd Story Setback 40%: 60%
All Facades



The illustrations above depict the proposed regulations. Figure 1 and 2 are for side yards only. Figure 3 and 4 show the regulation applied to all four sides. They are a plan view of two stories house 25 feet height on a regular single-family lot 85' per 120'. The first image shows the side setback with two thirds of the side façade recessed, figure 2 shows the side of the house with the broken recessed area and for that reason, combined with other design elements, it can have less than 2/3 of the recessed requirement. Having 40% of its side façade aligned with the first floor, instead of the initially required 33%. Figure 3 and 4 show the respective regulations applied for Figure 1 and 2 but for the front and back façade as well.

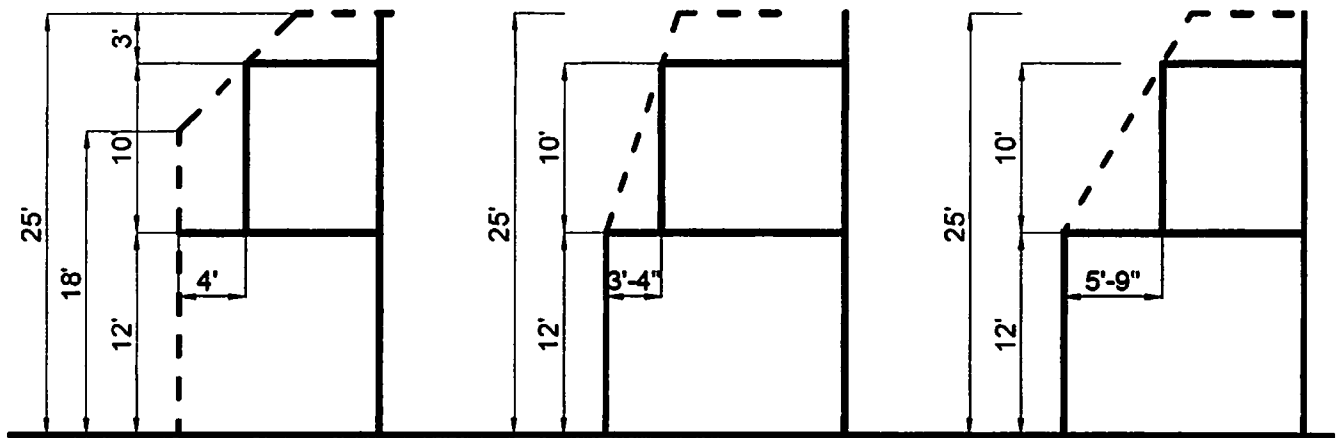


Figure 5 - Option 1

Figure 6- Option 2

Figure 7 - Option 3

In the image above three different regulation options are shown. The first one is that after 18' tall the building must recess in the proportion of 1:1. The second one the building must recess in the scale of 1:3 after 12' height and the third one the building must setback on the scale of 1:2 after 12' height.

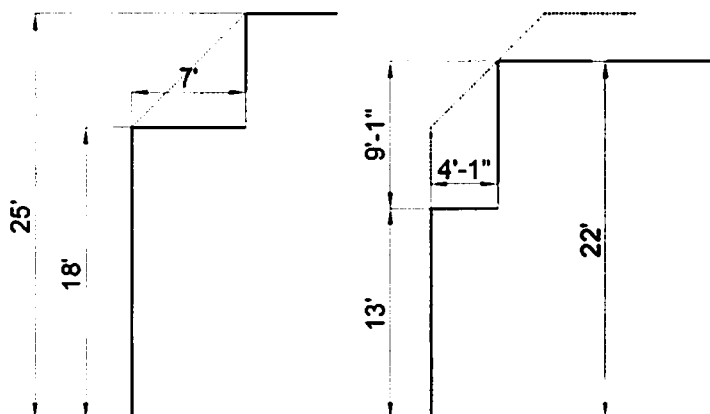


Figure 8

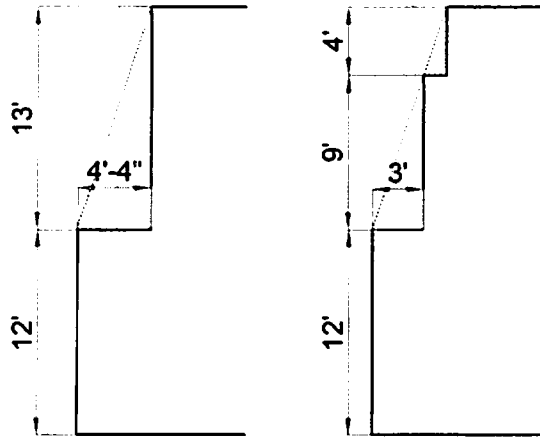


Figure 9

Figure 8 depicts example sections of the side setback of a house following Option 1. In the first section the first floor has a high ceiling of 18 feet and for that reason the second story had to have an extra setback of 7 feet on two thirds of the side setback going full height to 25 feet tall at a 1:1 ratio. The second section on Figure 8 follows the same regulation but because the first floor of the house is 13' tall and the total height of the building is 22 feet the side setback was only 4.1 feet on 2/3 of the building. Figure 9 exemplifies Option 2.

Any of these options will give freedom allow for a lot of creativity to designers and homeowners, while providing a bigger variety of volumes from the street perspective. In the past ten years the base flood elevation has increased, and people are building to the allowed heights and setbacks to maximize the square footage. Although, a good city requires a balance between negative and positive spaces and the proposed regulation intends to balance the new trends without compromising creativity and innovation.

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for one (1) dwelling unit from the Villas at Bay Harbor Condo Association (1166 98th Street) to Atlantis 103, LLC (10281 West Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The Town Clerk's office received a Transfer of Development Rights (TDR) application on April 25, 2018 for a private TDR transaction of one (1) dwelling unit. The receiving site (Atlantis 103, LLC) received site plan approval from the Planning & Zoning Board on March 21, 2017 to construct a twenty eight (28) units multi family development.

Donor Site: 1166 98th Street (The Villas at Bay Harbor Condo Association)

Receiving Site: 10281 West Bay Harbor Drive (Atlantis 103, LLC)

Number of units to be transfer: 1

Price per unit: \$60,000

All required information was submitted as required by Section 23-22.2 of the Town Code.

Staff recommends that if the Town Council approve the TDR transaction, the Town Attorney prepare 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. Villas at Bay Harbor to Atlantis 103 LLC (1 TDR) BHI Application (EXECUTED)
2. ATLANTIS 103, LLC Warranty Deed (Proof of Ownership)
3. Villas at Bay Harbor - Deed from PIC to BHDG (Donor Parcel Proof of Ownership)
4. Villas at Bay Harbor Condominium Association, Inc. to Atlantis 103, LLC (1 TDR) Sales Contract (EXECUTED)
5. Survey 1150 98 st

6. Atlantis 103 - Receiver Parcel Survey
7. MM Staff Report - 1166 98 Street
8. Bldg. Report Villas at BH Condo Assoc.
9. 115098st- Code Report
10. 10281 WBDR - Atlantis 103, LLC



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: 4/25/18 TDR UNIT COST: \$ 60,000
TDR UNITS REQUESTED 1 PROJECT TOTAL UNITS 28
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name Atlantis 103, LLC c/o Brian M. Rokaw, Esq.		
Phone (305-722-5888, Ext. 101)	brokaw@bmrlawfirm.com	Fax () 888-686-7885
Address 7657 NW 50th Street		
City and State Miami, Florida		Zip Code 33166
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Atlantis 103, LLC	
Phone () 305-592-2526	iseligman@rbsinvestment.com Fax () 305-592-7887
Address 7657 NW 50th Street	
City and State Miami, Florida	
Zip Code 33166	
Property Address/Location 10281 West Bay Harbor Drive	
Legal Description: LOT(S) 6-7 BLOCK 5	
Folio Number 13-2227-001-1150 & 13-2227-001-1160	Current Zoning RM-2
Property size 22,500 sq ft	Purchase date August 5, 2016
Existing use of the property None / Vacant Lots	
Describe Existing Structure on Property None / Vacant Lots	
Dwelling units to be received 1	
Total Dwelling units including TDR 28 units	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval **March 21, 2017**

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 The Villas at Bay Harbor Condominium Association, Inc.		
Phone () 412-327-9661	leomats@gmail.com	Fax ()
Address 1166 98th Street		
City and State Bay Harbor Islands, Florida		Zip Code 33154
Property Address/Location 1150 98th Street, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 5,6, & 7 BLOCK 22		
Folio Number 13-2227-110-0001	Current Zoning RM-2	Year built 2008
Property size	Purchase date N/A	
Existing use of the property Multi-family condo		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank 1		
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 RECEIVER SITE: Atlantis 103, LLC / Blanco Surveyors, Inc. - Adis N. Nunez		
Address 555 North Shore Drive, Miami, FL 33141		
Phone () 305-865-1200	blancosurveyorsinc@yahoo.com	Fax () 305-865-7810

Name of Surveyor DONOR SITE: The Villas at Bay Harbor / Suarez Surveying & Mapping, Inc.		
Address 15190 SW 136 Street, Suite #20, Miami, FL 33196		
Phone () 305.596.1799	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)

02/28/18
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of February, 2018,
by Shirley Delgman on behalf of
Atlantis 10.3 LLC, a Florida (corporation) (partnership) (Other:
personally known.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



Leida G. Toro
Commission # GG102116
Expires: May 8, 2021
Bonded thru Aaron Notary

[Signature]
Notary Public, State of Florida

Print Name: LEIDA G. TORO

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: _____

RECEIVER 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: _____

DONOR SITE

Meets
Signature of Owner (Applicant)

3/11/2018
Date

Signature of Owner (Co-Applicant)

Date

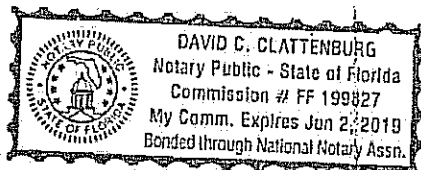
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2018,
by LEONIA MARTS 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:

David Clattenburg
Notary Public, State of Florida

Print Name: DAVID CLATTENBURG



Prepared by and when recorded return to:

Daniel P. Faust, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131

Tax Folio Number(s): 13-2227-001-1150
13-2227-001-1160

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of August 5, 2016 by **SOROSH, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166, in favor of **ATLANTIS 103, LLC**, a Florida limited liability company ("**Grantee**"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee, and Grantee's successors and assigns, forever, the following real property lying and being in the County of Miami-Dade, State of Florida (the "**Property**"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Taxes for the year 2016 and thereafter, not yet due and payable;
2. Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority; and
3. Those certain restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of the same to the extent any of the foregoing have been released, expired, or are in anyway or wise no longer legally enforceable.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described Property in fee simple forever.

AND Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor, but none others.

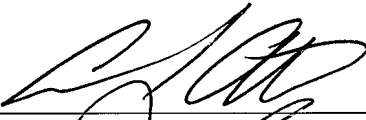
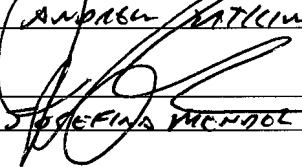
[Signature(s) on following page.]

{38286379;1}

Note to Examiner: The conveyance evidenced by this deed represents a transfer of unencumbered real property from a limited liability company to a limited liability company indirectly owned (in the same ownership percentage) by the same beneficial owner of the Grantor. No consideration has been given to Grantor in connection with this conveyance. Accordingly, this deed represents a mere change in the form of ownership, and only minimum Florida documentary stamp tax is due in connection with this deed. See Crescent Miami Center LLC v. Department of Revenue, 903 So.2d 913 (Fla. 2005).

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of the date first above written.

WITNESSED BY:


Name: ANDREW WATKINS

Name: JOSEFINA MENDEZ

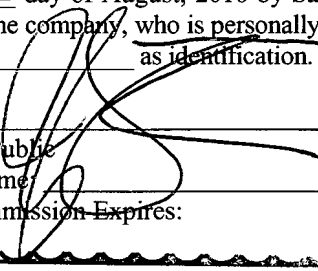
GRANTOR:

SOROSH, LLC,
a Florida limited liability company

By: 
Name: Sam Sami
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2 day of August, 2016 by **Sam Sami**, as **Manager** of Sorosh, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.


Notary Public
Print Name: _____
My Commission Expires: _____

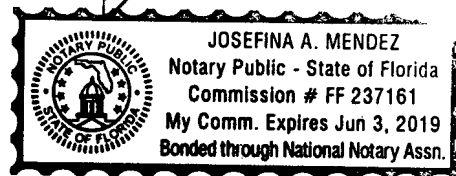


EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 & 7, Block 5, 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.



CFN 2004R1002972
DR Bk 22816 Pgs 0356 - 3607 (5pgs)
RECORDED 11/12/2004 10:54:03
DEED DOC TAX 13,800.00
SURTAX 10,350.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

M.A. Martin & Associates, P.A.
848 Brickell Avenue Suite 830
Miami, FL 33131
305-374-4422
File Number: 04-MartinColumb

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 22 day of October, 2004 between Productions and Investments Columbus, Inc., a Florida Corporation, whose post office address is 848 Brickell Avenue, Suite 830, Miami, FL 33131, grantor, and Bay Harbour Development Group, LLC., whose post office address is 2666 Brickell Avenue, Miami, FL 33129, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lots 5, 6, and 7 in Block 22, 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.

Parcel Identification Number: 1322270013791

and

Parcel Identification Number: 1322270013800

and

Parcel Identification Number: 1322270013810

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

Signed, sealed and delivered in our presence:

Rafael Sanchez
Witness Name: RAFAEL SANCHEZ
Paloma Sanchez
Witness Name: Paloma Sanchez

Productions and Investments Columbus, Inc.

By [Signature]
Fernando Martin, President

(Corporate Seal)

Country of Spain

County of _____

The foregoing instrument was acknowledged before me this _____ day of October, 2004 by Fernando Martin, President of Productions and Investments Columbus, Inc., on behalf of the corporation. He ☐ is personally known to me or [X] has produced _____ driver's licenses as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____



LEGI.../...

.../...TIMACIÓN: Yo, ENRIQUE MARTÍN IGLESIAS, Notario de esta Capital y Colegio, DOY FE: Que legitimo, conforme al artículo 259 del Reglamento Notarial, la firma y rúbrica que antecede ser de don Fernando Martín Vicente, por coincidir con la de su D.N.I., número 50.262.890-R, y haber sido puesta a mi presencia, en el presente documento extendido en dos folios de papel común que sello con el de mi Notaria. -----

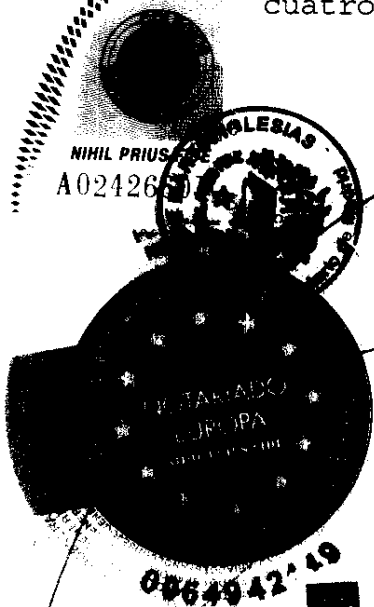
Y de conformidad con lo determinado en el artículo 207 del Reglamento Notarial, he extendido acta complementaria en el día de hoy, con el número 1.544 de mi protocolo.

En Madrid, a trece de octubre de dos mil cuatro.

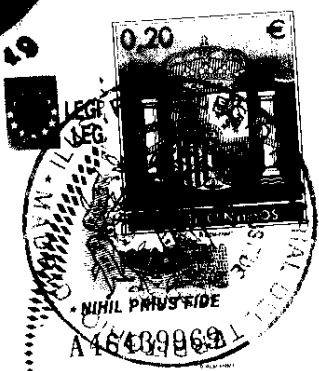
[Handwritten signature]

SELLO DE
LEGITIMACIONES Y
LEGALIZACIONES

NIHIL PRIUS
A02426



0864942-49



.../...TIMACIÓN (antes) (Notario: 4. En la ciudad de Madrid, a 3 de octubre de 2004) (Notario: 213/1076, de 2 de octubre)	
1.	Vais <u>España</u>
2.	El presente documento público
3.	Ha sido firmado por <u>D. Enrique Martín Iglesias</u>
4.	Actuando en calidad de <u>NOTARIO</u>
5.	Se halla sellado/timbrado con el de su Notaría
6.	CERTIFICADO
7.	En Madrid a <u>EL 13. octubre 2004</u>
8.	Por el Decano del Colegio Notarial de Madrid
9.	Con el número <u>57.938</u>
10.	Sello/timbre: <u>Firma:</u>

Don Juan Enrique Prieto Orzanco
Miembro de la Junta Directiva en funciones de Decano

AUTHENTICATION

I, Enrique MARTÍN Iglesias, a Notary residing and commissioned in Madrid, ATTEST that I hereby authenticate, in accordance with article 259 of the Notarial Regulations, that the foregoing signature is that of Fernando MARTÍN Vicente, being the same as that appearing on his National Identity Document No. DNI 50262890-R and having been affixed in my presence on the present document set forth on two sheets of plain paper, whereunto I affix the seal of my Notarial Office.

And in accordance with the provisions of article 207 of the Notarial Regulations, I have made a supplementary entry today under No. 1544 on my official record.

Madrid, October 13, 2004

[Signature; seal and tax stamp affixed]

AUTHENTICATION
(Hague Convention of October 5, 1961)
(Royal Decree No. 2453/1976 of October 2, 1976)

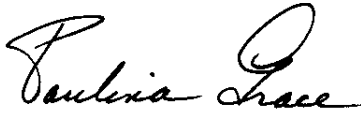
1. Country: Spain

The present public document
2. Has been signed by Enrique MARTÍN Iglesias
3. Acting in the capacity of Notary Public.
4. It bears the seal/stamp of his Notarial Office.

Certified

5. In Madrid
6. On October 13, 2004
7. By the Dean of the Notarial College of Madrid
8. Under No. 57938
9. [Seal]: [Seal and tax stamp affixed]
10. Signature: [Signature]: Juan Enrique PRIETO Orzanco
Member of the Board of Directors
Functioning as Dean

I, on behalf of Hold Translations, certify that the above translation we made from Spanish is correct and that we are qualified to make it.



Paulina Grace, Notary Public, State of Florida
Miami, Florida, November 1, 2004
OC44



**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 9th day of February, 2018, ("Effective Date") by and between The Villas at Bay Harbor Condominium Association, Inc., a Florida not-for-profit corporation and/or its assigns ("Seller"), and ATLANTIS 103, LLC, a Florida limited liability company and/or its assigns ("Buyer"). L.S.

WITNESSETH:

WHEREAS, Seller is the holder of one (1) transfer of development rights (the "Villas at Bay Harbor Condominium Association TDR Unit") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town Zoning Regulations governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is owner of the real property located in the Town more particularly described in Exhibit B attached hereto (the "Receiving Parcel");

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town on March 21, 2017 for improvements on the Receiving Parcel consisting of a multi-story residential building comprised of 28 residential units and ancillary parking and amenities (the "Approved Site Plan");

WHEREAS, Buyer desires to purchase one (1) of the Villas at Bay Harbor Condominium Association TDR Unit from Seller, and Seller desires to sell one (1) of the Villas at Bay Harbor Condominium Association TDR Unit to Buyer, on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, each of the Parties agrees as follows:

1. **Purchase of TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Villas at Bay Harbor Condominium Association TDR Unit upon the terms and conditions hereinafter set forth.

2. **Purchase Price and Deposit.**

(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer

shall deposit in escrow with the law offices of Brian M. Rokaw, P.A., located 4070 Laguna Street, Coral Gables, Florida 33146 ("Escrow Agent") the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager, or designee, approving in writing the eligibility of transfer by Seller to Buyer of the Villas at Bay Harbor Condominium Association TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of Five Thousand 00/100 Dollars (\$5,000.00) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

(b) The purchase price of the Villas at Bay Harbor Condominium Association TDR Unit is Sixty Thousand (\$60,000.00) (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the Villas at Bay Harbor Condominium Association TDR Unit under this Agreement shall take place on or before April 30, 2018 on a date that is mutually agreed upon by the parties but no sooner than five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of all of the Villas at Bay Harbor Condominium Association TDR Unit to the Receiving Parcel, at the law offices of Brian M. Rokaw, P.A., Attorney ("Escrow Agent") located 4070 Laguna Street, Coral Gables, Florida 33146. Seller agrees that, at the option of Buyer, the Closing may take place as an escrow closing in order to accommodate the acquisition by Buyer of some or all of the Remaining Required TDR Units for Development simultaneously with the Closing.

BUYER shall pay the cost of recording the instrument of transfer of the Villas at Bay Harbor Condominium Association TDR Unit and documentary stamps assessed thereon, if any.

SELLER shall pay for the TDR application fee to the Town of Bay Harbor Islands as well as the cost of recording the Restrictive Covenant (hereinafter defined).

Each party shall be responsible for paying their own attorneys fees related to the submission, approval, and closing of this transfer.

4. **Additional Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

- (a) If the Town refuses or fails to schedule a hearing of the Town Council to occur on or before March 30, 2018 for the approval of the transfer of the Villas at Bay Harbor Condominium Association TDR Unit from the Donor Parcel to the Receiving Parcel;
- (b) If the transfer of the Villas at Bay Harbor Condominium Association TDR Unit from the Donor Parcel to the Receiving Parcel has not been approved by affirmative resolution of the Town Council, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date herein; and
- (c) If the Donor Parcel shall not be in compliance with current code requirements as determined by the Town under the TDR Ordinance, Seller shall have ninety (90) days from the date it is advised of the deficiencies in the Property to bring the Property to code.

If the Town refuses or fails to approve the sale of the TDR Unit from the Donor Parcel to the Receiving Parcel, Seller shall have the option to terminate this Agreement upon which the parties shall be released from all obligations and liabilities under this Agreement.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of Termination Event (a)-(c) above, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement. The rights set forth under this Section 4 shall not be applicable to Purchaser in the event of a Force Majeure event as such event is described in Section 14 below.

5. Covenants, Representations and Warranties of Seller. Seller hereby agrees, covenants, represents and warrants to Buyer as follows:

(a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the Villas at Bay Harbor Condominium Association TDR Unit.

(b) Seller has good, valid and marketable title to the Villas at Bay Harbor Condominium Association TDR Unit, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.

(c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

(e) Within five (5) business days of the Effective Date, Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the Villas at Bay Harbor Condominium Association TDR Unit are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

7. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the Closing or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Buyer in its sole and absolute discretion):

(a) Seller shall have fully performed each covenant and agreement to be performed by Seller un this Agreement and each representation and warranty made in this Agreement by Seller shall be complete, true and accurate as of the Closing Date;

(b) The final binding and non-appealable approval by the Town of the transfer of the Seller the Villas at Bay Harbor Condominium Association TDR Unit to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the Seller the Villas at Bay Harbor Condominium Association TDR Unit to the Receiving Parcel, and final binding and non-appealable approval by Town Council of all TDRs required as a condition of the Approved Site Plan;

(c) There shall be no development or building moratoria in effect with regard to the Receiving Parcel as of the Closing Date; and

(d) The Approved Site Plan shall remain in full force and effect.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

8. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

(a) Execute and deliver the closing statement; and

(b) Pay the portion of the Purchase Price described in paragraph 2(b).

(c) Any and all other documents as may be reasonably requested by Seller to be delivered by Purchaser pursuant to this Contract;

(d) A Closing Statement.

9. **Seller's Obligations at Closing.** Buyer shall execute and deliver the following documents to Buyer at the Closing:

(a) The closing statement;

(b) That certain Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit C (the "Assignment"), by Seller the Villas at Bay Harbor Condominium Association, Inc.

(c) A Restrictive Covenant in recordable form restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content acceptable to the Town Attorney (the "Restrictive Covenant");

(d) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;

(e) Such proof of Seller's authority and authorization to enter into this transaction as may be reasonably required by Buyer; and

(f) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

10. **Escrow Agent.** In the event a dispute arises between the parties regarding the Deposit, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may, in its sole discretion, continue to hold the Deposit until all parties mutually agree to release thereof or until an order or a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Alternatively, Escrow Agent may, in its discretion, deposit the Deposit with the Clerk of the Circuit Court of Miami-Dade County, Florida (the "Clerk") pursuant to interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Deposit and for the release of the same in accordance with this Agreement. The Escrow Agent shall not be liable for any action done or omitted by it or for any action which it may in good faith do or refrain from doing in connection with this Agreement. The Escrow Agent will incur no liability for relying on any signature or signatures of Buyer or Seller, their agents, directors or employees, their purported authority to act, the genuineness of such signatures, or as to the truth and accuracy of any information contained therein. Buyer and Seller hereby indemnify Escrow

Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, attorneys fees, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur as Escrow Agent or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement, except for matters resulting from Escrow Agent's gross negligence or willful misconduct. Buyer and Seller expressly request that the Escrow Agent act pursuant to this Agreement.

11. **Default by Seller.** In the event that Seller defaults in the observance or performance of its covenants and obligations hereunder, Buyer may, at its option, elect to bring an action to enforce specific performance of this Agreement against Seller or elect to terminate this Agreement and receive a full refund of the Deposit.

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.

13. **No Third Party Beneficiary.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Buyer and Seller.

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Buyer Broker"), Markus Frankel, Broker, 1166 Kane Concourse, Suite 200, Bay Harbor Islands, Florida 33154 and Kotler Realty ("Seller Broker"), Eric Broad, Agent, 9585 Harding Avenue, Surfside, Florida 33154. Seller shall pay to Buyer Broker a brokerage commission in the amount equal to 2.500% [TWO AND ONE-HALF PERCENT] of the Purchase Price which is to be paid from Seller's sales proceeds at Closing. Seller shall also pay to Seller Broker a brokerage commission in the amount equal to 2.500% [TWO AND ONE-HALF PERCENT] of the Purchase Price which is to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, neither Buyer Broker or Seller Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Buyer Broker or Seller Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

15. **Force Majeure.** The performance by either party to this Agreement of its obligations (except the obligation to pay the Deposit or other sums of money) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to: acts of the other party, acts of God (including reasonable preparation therefor), war,

civil commotion, labor disputes, strikes, fire, flood, hurricane, or other casualty, failure of power, shortage of labor material, governmental regulation or restriction (including extraordinary delay in the issuance of any permit) and unusually inclement weather conditions. Events beyond a party's control shall not include a change in economic or market conditions, or financial or internal problems of the non-performing party or problems that can be satisfied by the payment of money.

16. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the Constitution of the United States or the State of Florida or under any foreign jurisdiction, under any statutes regarding or rules of civil procedure applicable in any state, federal, or foreign legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of such waiver of right to trial by jury. The parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other related document to which they are a party) and that this provision is a material inducement for the Seller's accepting this Agreement. By waiving a jury trial, the parties intend claims and disputes to be resolved by a judge acting without a jury in order to avoid the delays, expenses and risks of mistaken interpretations which each party acknowledges to be greater with jury trials than with non jury trials.

17. Miscellaneous.

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

(b) Notices. All notices required or allowed by this Agreement shall be delivered at the following addresses:

To Buyer: Atlantis 103, LLC
 7657 NW 50th Street
 Miami FL 33166
 Attn: Sam Sami and Lautaro Seligman

With a copy to: Markus Frankel/SMRC
 1166 Kane Concourse, Suite 200
 Bay Harbor, FL 33154

-AND-

Brian M. Rokaw, P.A.
4070 Laguna Street
Coral Gables, FL 33146

To Seller: The Villas at Bay Harbor Condominium Association, Inc.
1166 98th Street
Bay Harbor Islands, FL 33154
Attn: Leonid Mats, President

With a copy to: Eric Broad/Kotler Realty
9585 Harding Avenue
Surfside, Florida 33154

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by a recognized courier, delivery service such as Federal Express, or postmarked by the U.S. Postal Service; provided, however, a copy of said notice shall also be transmitted via facsimile or email on the date of delivery to any of the above.

(c) Attorney's Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover such attorney's fees, court costs and expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled as determined by the court. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

(d) Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(e) Assignment by Buyer. Buyer shall have the right to assign this Agreement without the prior written consent of Seller.

(f) Effective Date of this Agreement. The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party, or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.

(g) Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed,

and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns

(i) Time Periods. If the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

The Villas at Bay Harbor Condominium Association, Inc., a Florida not-for-profit corporation

By: [Signature]
Leonid Mats, President

Date: 2/11/2018

BUYER:

Atlantis 103, LLC, a Florida limited liability company

By: [Signature]
Lautaro Seligman, Vice President

Date: 02/20/2018

EXHIBIT A

The Villas at Bay Harbor Condominium Association, Inc. Legal

Lots 5, 6 and 7, Block 22, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

A/K/A: The Villas at Bay Harbor Condominium, Folio number I3-2227-110-0001

EXHIBIT B

Receiving Parcel Legal

Land Use Designation: MH-Medium-High Density Residential

FOLIO(S): 13-2227-001-1150 & 13-2227-001-1160

Zoning District: RM-2 Multiple Family District

General Location: 10281 West Bay Harbor Drive

Legal Description: Lots 6 and 7 of Block 5, "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.

EXHIBIT C

[FORM OF QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.

_____.

_____.

_____.

Property Tax Folios #: _____

----- (Space above this line for recording data) -----

QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS

THIS QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS ("Assignment") is entered into this _____ day of _____, 2018, by The Villas at Bay Harbor Condominium Association, Inc., a Florida not-for-profit corporation ("Seller"), in favor of _____ ("Buyer").

BACKGROUND

WHEREAS, Seller and Buyer entered into a Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Seller has agreed to transfer its interest in certain development rights in the Town of Bay Harbor Islands, Miami-Dade County, Florida, as more particularly described and evidenced on Exhibit A attached hereto (the "Villas at Bay Harbor Condominium Association TDR Unit").

WITNESSETH:

NOW THEREFORE, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, grant, bargain and convey unto Buyer, its successors and assigns, all of the Villas at Bay Harbor Condominium Association TDR Unit so that the Villas at Bay Harbor Condominium Association TDR Unit shall be allocated to the real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida as more particularly described in Exhibit "B" attached hereto.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Seller hereby represents and warrants to Buyer that Seller has the full right and authority to execute and deliver this Assignment to Buyer and to assign, grant, bargain and convey the Villas at Bay Harbor Condominium Association TDR Unit to Buyer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Seller agrees to cooperate with Buyer and to execute such other documents, instruments, and writings as may be reasonably requested by Buyer or that are necessary or desirable to further document or effect the intent of this Assignment.

This Assignment may be executed in counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same Instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

Signed, Sealed and Delivered,
in the presence of:

SELLER:

Print Name: _____

The Villas at Bay Harbor Condominium Association,
a Florida not-for-profit corporation

Print Name: _____

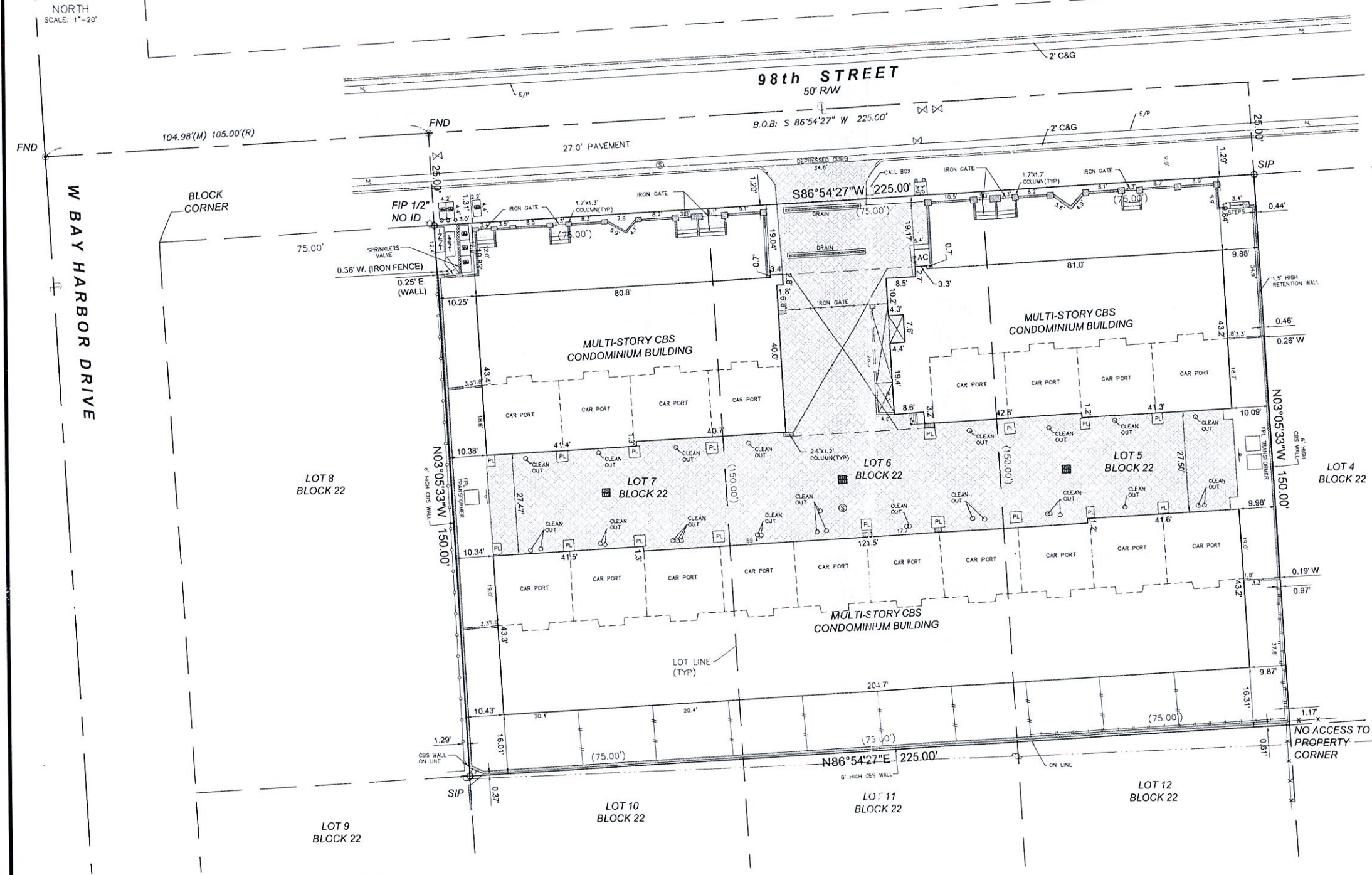
By: _____
Leonid Mats, President

[ADD ACKNOWLEDMENT]

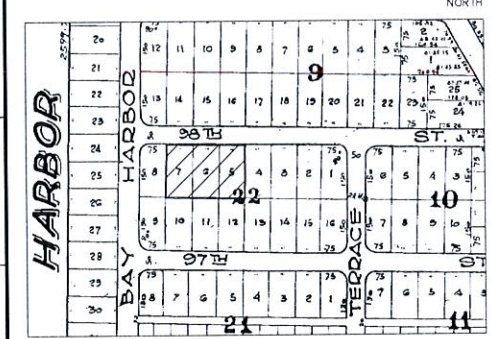
MAP OF BOUNDARY SURVEY



NORTH
SCALE: 1"=20'



PLAT IMAGE:
NOT TO SCALE



- LEGEND**
ABBREVIATIONS:
- A = ARC DISTANCE
 - AC = AIR CONDITIONER PAD
 - BCR = BROWARD COUNTY RECORDS
 - BLOCK = BUILDING
 - BM = BENCH MARK
 - BOB = BASIS OF BEARINGS
 - CBS = CONCRETE BLOCK & STUCCO
 - (C) = CALCULATED
 - CB = CATCH BASIN
 - CHB = CHORD BEARING
 - C&G = CURB & GUTTER
 - CLF = CHAIN LINK FENCE
 - COL = COLUMN
 - CONC = CONCRETE
 - DE = DRAINAGE EASEMENT
 - DME = DRAINAGE & MAINTENANCE EASEMENT
 - DW = DRIVEWAY
 - EB = ELECTRIC BOX
 - ENC = ENCROACHMENT
 - EP = EDGE OF PAVEMENT
 - EW = EDGE OF WATER
 - FDM = FOUND DRILL HOLE
 - FF = FINISHED FLOOR ELEVATION
 - FIP = FOUND IRON PIPE
 - FIR = FOUND IRON ROD
 - FN = FOUND NAIL (NO ID)
 - FND = FOUND NAIL & DISK
 - FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
 - LE = LANDSCAPE EASEMENT
 - LME = LAKE MAINTENANCE EASEMENT
 - (M) = MEASURED
 - MCCR = MIAMI-DADE COUNTY RECORDS
 - MH = MANHOLE
 - ML = MONUMENT LINE
 - ORB = OFFICIAL RECORDS BOOK
 - OS = OFF-SET
 - (P) = PLAT
 - PBC = PALM BEACH COUNTY
 - PB = PLAT BOOK
 - PC = POINT OF CURVATURE
 - PCP = PERMANENT CONTROL POINT
 - PE = POOL EQUIPMENT PAD
 - PG = PAGE
 - PI = POINT OF INTERSECTION
 - PK = PARKER KAELO (SURVEY NAIL)
 - PL = PLANTER
 - PCB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PRC = POINT OF REVERSE CURVATURE
 - PRM = PERMANENT REFERENCE MONUMENT
 - PT = POINT OF TANGENCY
 - R = RADIUS DISTANCE
 - (R) = RECORD
 - ROW = RIGHT OF WAY
 - RES = RESIDENCE
 - SIP = SET IRON PIPE
 - SND = SET NAIL & DISK (PK)
 - STL = SURVEY LINE
 - SWK = SIDEWALK
 - (TYP) = TYPICAL
 - UB = UTILITY BOX
 - UE = UTILITY EASEMENT
 - WF = WOOD FENCE
 - WMDE = WALL MAINTENANCE DRAINAGE EASEMENT

- SYMBOLS:**
- ANCHOR
 - GUARD RAIL
 - IRON FENCE
 - WOOD FENCE
 - CHAIN LINK FENCE
 - OVERHEAD UTILITY WIRE
 - LIMITED ACCESS RIGHT OF WAY LINE
 - BOUNDARY LINE

- SURFACE:**
- ASPHALT
 - CONCRETE
 - GRAVEL
 - PAVEMENT
 - DIRT
 - GRASS
 - WATER
 - SWAMP
 - FOREST
 - SHRUBS
 - ROCK
 - CLAY
 - SAND
 - ICE
 - SNOW
 - GLACIER
 - PERMANENT FLOOD
 - TEMPORARY FLOOD
 - WATERWAY
 - RAILROAD
 - ROAD
 - TRAIL
 - DIKE
 - LEVEE
 - WALL
 - EMBANKMENT
 - CUT
 - BRIDGE
 - TUNNEL
 - CAUSEWAY
 - RAILROAD
 - ROAD
 - TRAIL
 - DIKE
 - LEVEE
 - WALL
 - EMBANKMENT
 - CUT
 - BRIDGE
 - TUNNEL
 - CAUSEWAY

SURVEYOR'S NOTES:

- ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
- NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
- THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
- THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT.
- ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 7104.
- THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
- FENCE OWNERSHIP NOT DETERMINED.
- BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN, THE CENTERLINE OF 98th STREET HAS BEEN ASSIGNED A BEARING OF S 86°54'27" W.
- TYPE OF SURVEY: BOUNDARY

DATE OF SURVEY:
04/19/2018
JOB # 180326913
FILE # C-1286
PROJECT NAME:
BAY BREEZE
CAD FILE(S): THE VILLAS AT BAY HARBOR CONDO
PARTY CHIEF:
JORGE
SHEET 1 OF 1

CERTIFIED TO:
THE VILLAS AT BAY HARBOR CONDO
REVISIONS:

PROPERTY ADDRESS:
FOLIO NO.: 13-2227-110-0001

LEGAL DESCRIPTION:
LOTS 5, 6 AND 7, BLOCK 22, 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.

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTE.

AUTHENTIC COPIES OF THIS SURVEY SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER

SEAL

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6221

LOCATION SKETCH SCALE: NTS

WEST BAY HARBOR DRIVE

103rd STREET

8	7	6	5	4
9	10	11		

TREE CHART

No.	NAME	DIAMETER	SPAN	HEIGHT
1	PALMETTO PALM	1"	10'	12'
2	GUMBOLBO TREE	1"	17'	25'
3	PORTIA TREE	4"	45'	30'
4	PALMETTO PALM	1"	10'	30'
5	MANGO TREE	0.8"	7'	15'
6	PALMETTO PALM	1"	7'	15'
7	PALMETTO PALM	1"	7'	15'
8	UMBRELLA TREE	3"	20'	30'
9	FIGUS TREE	0.8"	7'	28'
10	PALMETTO PALM	1"	10'	20'
11	ROYAL PALM	2.5"	10'	50'
12	ROYAL PALM	2.5"	10'	50'
13	PINE TREE	2"	7'	50'

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Atlantis 103, LLC; Akerman LLP; First American Title Insurance Company.

Survey done according to First American Title Insurance Company File No.: 1062-3544022

- Schedule B-II title exception # 12 affects the property and is plotted hereon.
- All other Schedule B-II title exceptions are blank in nature and not plottable.
- There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, 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.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007055

555 NORTH SHORE DRIVE

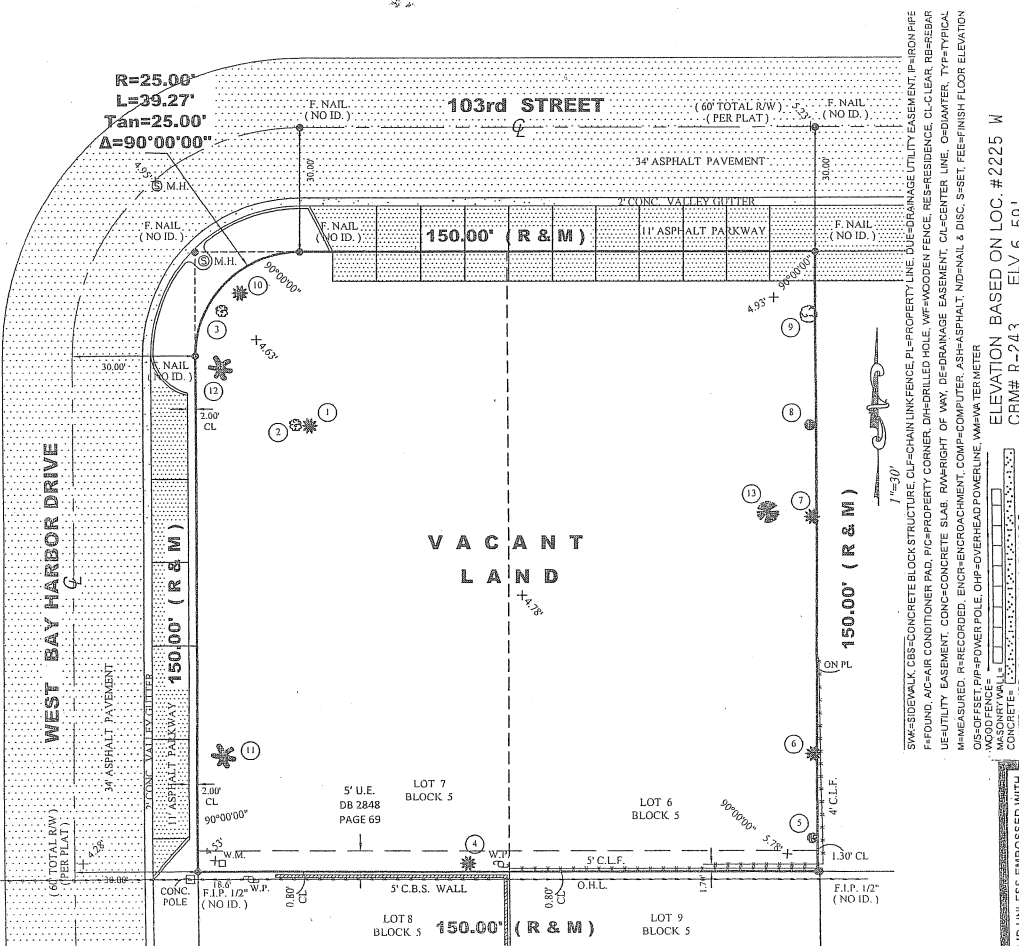
MIAMI BEACH, FL 33141

(305) 865-1200 Email: blanco.surveyors@ymail.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09	BASE: 9'
PANEL: 0144	COMMUNITY #	120637	
DATE: 4/27/16	DWN BY: F. Blanco	JOB NO:	16-394

I HEREBY CERTIFY That the survey represented hereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027, Florida Statutes. There are no encroachments, overlaps, easements on the plat or visible easements other than as shown hereon.

Adis N. Nunez
ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

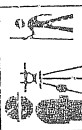


ELEVATION BASED ON LOC. #2225 W
CBM# R-243 ELV. 6.59'

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 8) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL



REVISED: 3/27/18

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 Siegel, 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: 4/30/2018

Re: Transfer of Development Rights (TDR)

CC:

Atlantis 103, LLC (28 Total DU)

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested

TDR Request – 1 Private DU

Donor Site: 1166 98th Street / Lots 5-7 of Block 22 (The Villas at Bay Harbor Condo)

Receiving Site: 10281 W. Bay Harbor Drive / Lots 6 & 7 of Block 6 (Future Atlantis MFR)

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 requesting approval of the transfer of one (1) private TDR unit, following is our analysis.

Our records indicate the **receiving site** (Atlantis MFR) was granted a Site Development Plan approval by the Town's PZ Board on March 21st, 2017 for a total of 28 DU. The Atlantis survey submitted shows that the site is slightly smaller than usual as it is a corner lot. The combined parcel size is 22,366 sq. ft. Therefore, the allowable base zoning density of 34 DUA would allow for 17 DU on the receiving site (.513 acres X 34 DUA = 17.46 or 17 DU). Since the proposed project includes 28 total dwelling units this requires the acquisition of 11 TDR units to construct the project. To date, the developer has acquired six (6) TDR units and another five (5) are required to construct the project. The TDRs previously acquired include one (1) from the Southern Star Condo and five (5) from Bay Harbor Townhouses.

The **donor site** is currently developed as an 18 unit condominium complex. The survey submitted with the TDR application notes the site is comprised of three (3) lots and the size of the property is 33,750 sq. ft. (0.77 acres). Therefore, up to twenty-six (26) DU could have built at 34 DUA. Town records indicate that the site was redeveloped in 2008 with an eighteen (18) unit condominium at a density of 13.946 units per acre. Our records do not indicate that any TDR units were previously transferred from this site and eight (8) units are available to donate. If the one (1) TDR unit requested is approved, the **donor site** will have seven (7) TDR units available.

April 30, 2018

The **receiving** site has also submitted a concurrent application to contract with Northern Star Condominium at 9725-9745 East Bay Harbor Terrace for four (4) private TDR units. If both private TDR applications are approved the **receiving** site will have acquired the eleven (11) total TDR units needed to construct the 28 DU complex.

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.



May 1, 2018

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

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
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 ~ ATLANTIS 103
Transfer of Development Rights
Receiver: 10281 W. Bay Harbor Drive
Donor: 1150 98 Street
Folio #13-2227-110-0001 ~ Lots 5-7 / Block 22

Dear Mrs. Siegel:

As per you request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - No violations observed at this time

ELECTRICAL REPAIRS - Complex is new and modern meeting current electrical codes

MECHANICAL REPAIRS - No immediate issues

PLUMBING REPAIRS - Found no issues with the building

This Building was built in 2008. The forty year re-certification is not due until 2048.

If you have any further question or comments please feel free to contact me.

Sincerely,


Ayandys J. Martinez, CEP
Building & Zoning Supervisor

Encl: Inspection Summary Report with attached photographs

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: (305) 993-1786



Inspections

Permit Number: MB18-000043

Parcel Address: 1150 98 Street

Applicant: THE VILLAS AT BAY HARBOR CONDOMINIUM
ASSOCIATION, INC.

Inspection Date: 04/27/2018

Inspector: Johnny Lindgren

Inspection Type: Plumbing

Inspection Status: Pass

Comments: Found no issues with the building.

Inspection Date: 04/27/2018

Inspector: Juan Zuniga

Inspection Type: Inspection

Inspection Status: Pass

Comments: No immediate issues found.

Inspection Date: 05/01/2018

Inspector: Ayanidys Martinez

Inspection Type: Zoning

Inspection Status: Pass

Comments: 1. This Building was constructed in 2008. 2. Found no current violations 3. Forty Year Re-certification is not due until 2048.

Inspection Date:

Inspector: Darrell De Young

Inspection Type: Inspection

Inspection Status: Pass

Comments: Complex is new and modern meeting current electrical codes.

Inspection Date: 05/02/2018

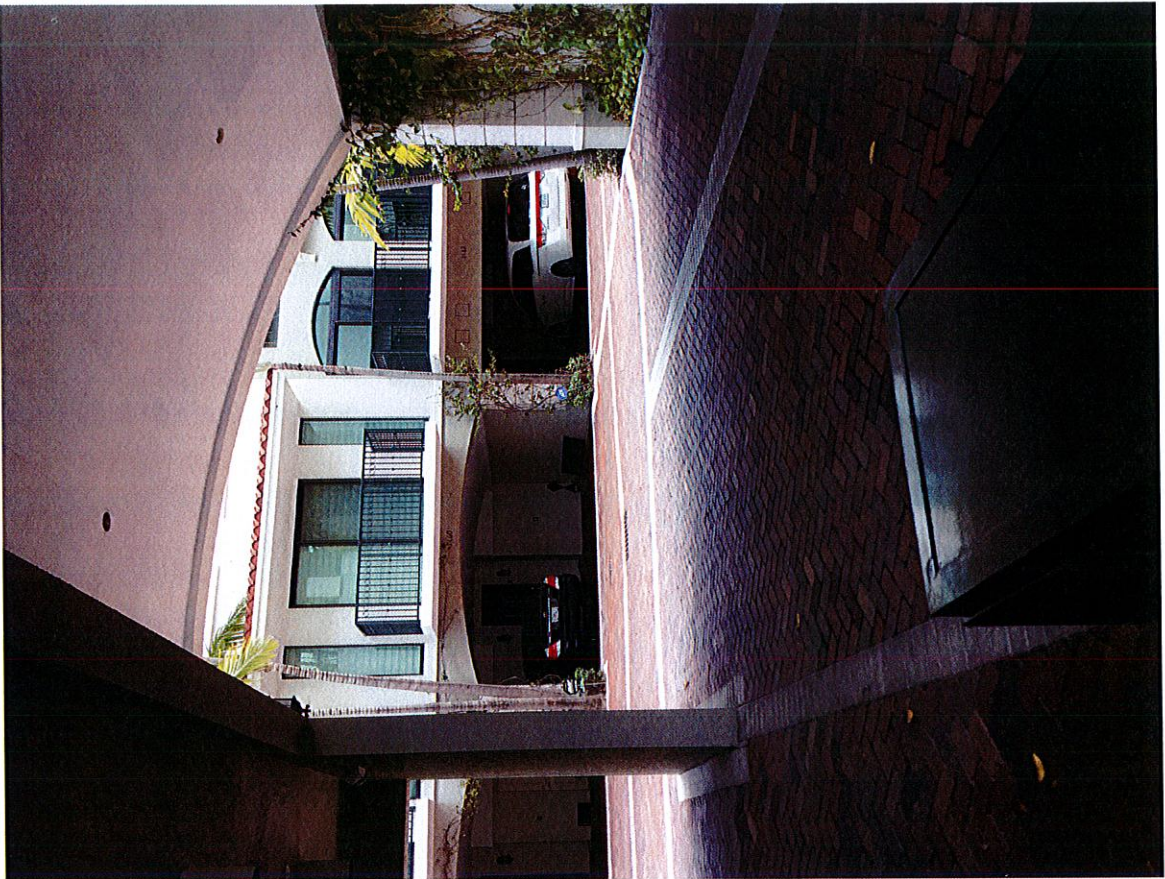
Inspector: Dale Lee

Inspection Type: Inspection

Inspection Status: Pass

Comments: No violations observed at this time.









Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Date: May 7, 2018

Property Address: The Villas at Bay Harbor Condominium Association, Inc.
1150 98 Street
Bay Harbor Islands, FL 33154



Code Compliance Department
May 4, 2018 at 11:50:09 AM

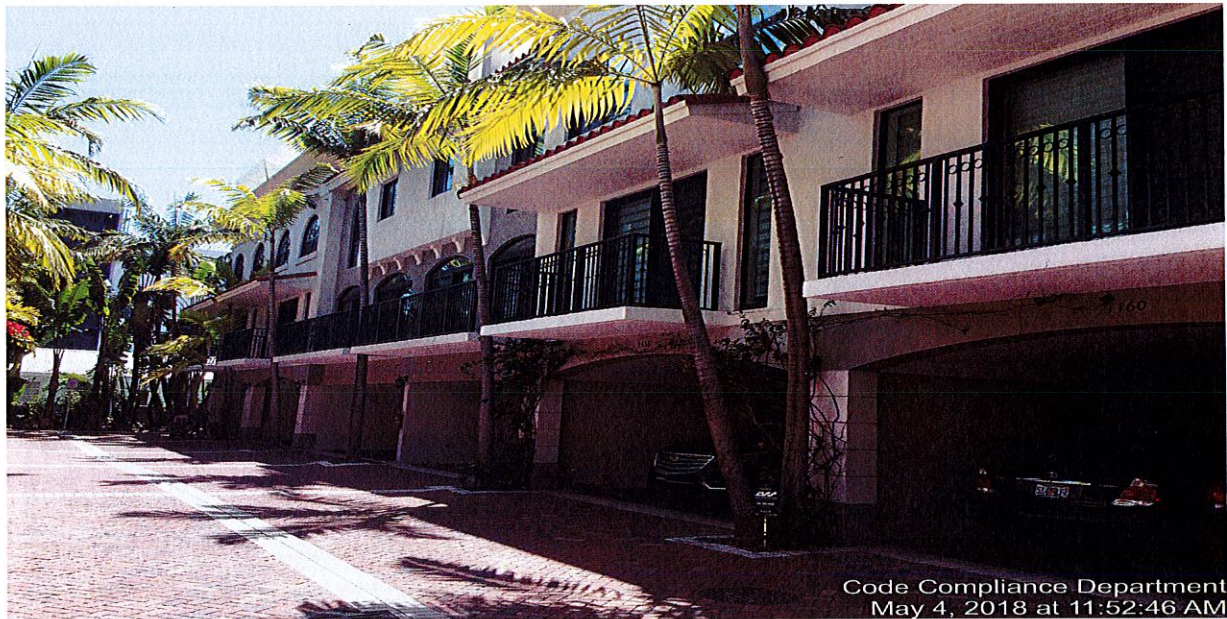
Street view of the property- No violations observed.



Code Compliance Department
May 4, 2018 at 11:51:38 AM

No violation observed.

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection



No violation observed.



Wooden fences exceed 6 feet.

23-12(22)(b) Maximum height of walls or fences; placement restrictions. No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven feet;

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection



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23-12(22)(b)Maximum height of walls or fences; placement restrictions. No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven feet;

ATLANTIS

NEW CONDOMINIUM BUILDING

10281 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



STREET PERSPECTIVE

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.

6800 S.W. 81st STREET
Miami, Florida 33143
P H : (3 0 5) 6 6 5 . 9 6 8 8
F A X : (3 0 5) 6 6 8 . 8 4 2 6

OWNER / DEVELOPER:

ATLANTIS 103, LLC

7657 NW 50TH STREET
MIAMI, FLORIDA 33166
P H : (3 0 5) 5 9 2 . 2 5 2 6



1200 BRICKELL, SUITE 800
MIAMI, FLORIDA 33131
(7 8 6) 5 5 8 . 0 1 5 7
WWW.BUROTTO.CL
CBUROTO@BUROTTO.CL

CIVIL ENGINEER:
HOLLAND ENGINEERING

111 South 21 Avenue
Hollywood, Florida, 33020
P H : (9 5 4) 3 6 7 . 0 3 7 1
F A X : (3 0 5) 3 6 7 . 0 3 7 2

ARCHITECT:

FRANKEL BENAYOUN
ARCHITECTS INC

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN LICENSE NO. AR0017273

1177 KANE CONCOURSE, STE. 120, BAY HARBOR ISLANDS, FL 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM



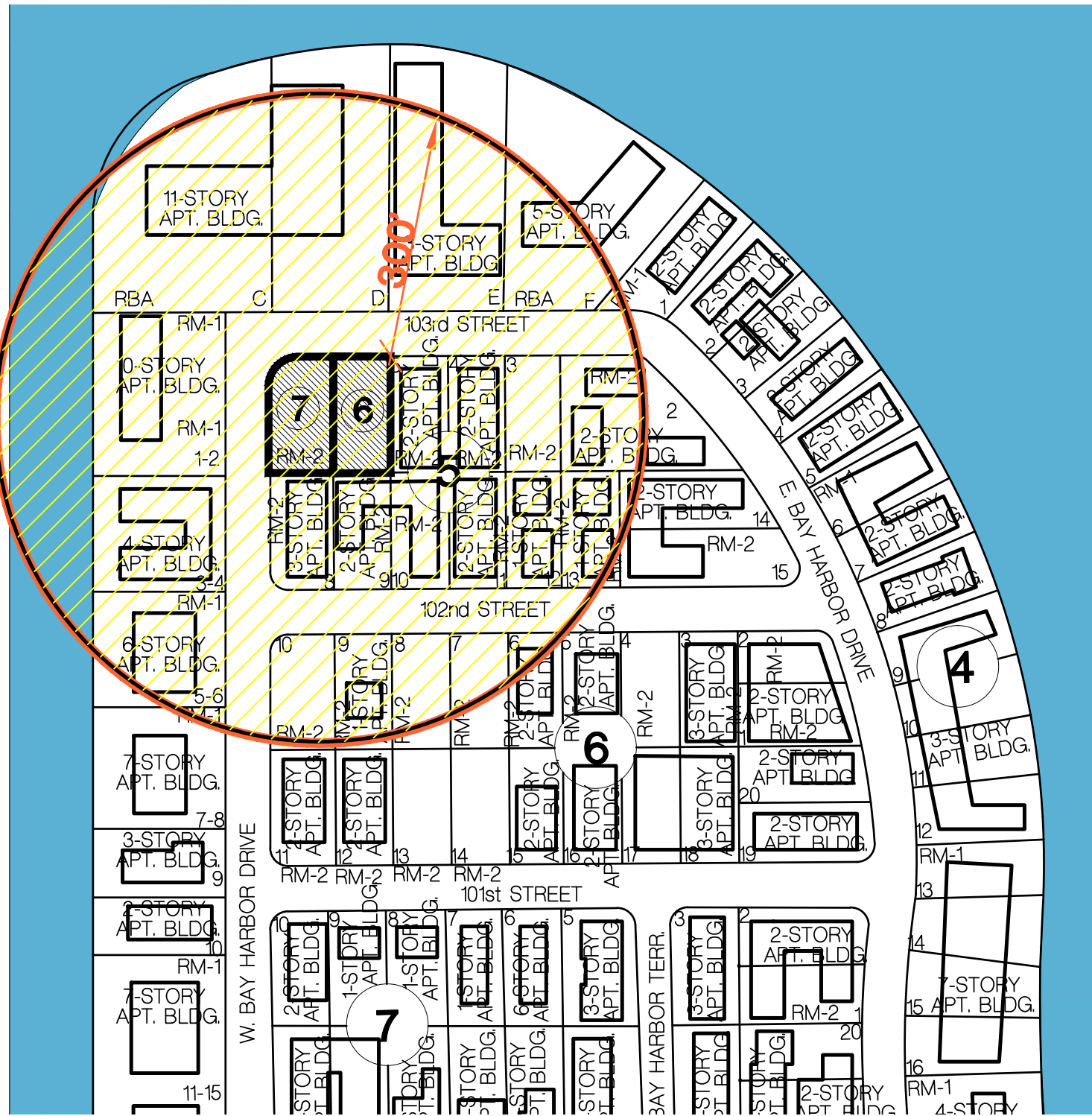
P&Z REVISIONS - APRIL 3, 2018

FIRM MAP PANEL # 144 OF 1031



AERIAL MAP
SCALE: N.T.S.

HATCHED AREA INDICATES 300' RADIUS FROM SITE



LOCATION MAP
SCALE: N.T.S.

NOTE: FLUM LAND USE DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE ARE MEDIUM-HIGH DENSITY RESIDENTIAL; [HATCHED AREA INDICATES 300' RADIUS]

ARCHITECTURAL ANALYSIS							ZONING SUMMARY			
THE SITE IS VACANT							SF		ACRES	
							LOT AREA		22,366 0.51 +/-	
BUILDING OCCUPANCY			R2				LEGAL DESCRIPTION			
TYPE OF CONSTRUCTION			TYPE I-B				LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.			
FLORIDA BUILDING CODE 5th EDITION 2014							FLOOD ELEVATION			
FLORIDA FIRE PRENTION CODE 5th EDITION							9.0' NGVD			
UNIT #	# OF UNITS	NSF PER UNIT	*GSF PER UNIT	BALCONY P. ENTRY	SF	# OF BD / # OF BA	THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL			
UNIT 301	1	1,868	2,003	440	SF	3 BD / 3.5 BA	CROWN OF THE ROAD 5.23' NGVD			
UNIT 302	1	1,297	1,390	109	SF	2 BD / 2 BA	ZONING CLASSIFICATION RM2 - MULTI FAMILY RESIDENTIAL DISTRICT			
UNIT 303	1	1,627	1,753	363	SF	2 BD / 2.5 BA	FUTURE LAND USE DESIGNATION MEDIUM-HIGH DENSITY RESIDENTIAL			
UNIT 304	1	1,613	1,750	484	SF	2 BD / 2.5 BA	FLR			
UNIT 305	1	1,319	1,441	353	SF	2 BD / 2 BA	(DETERMINED BY THE SETBACKS)			
UNIT 306	1	1,787	1,938	500	SF	2 BD / 2.5 BA	MAXIMUM DENSITY [0.51 ACRES X 60 DUA]			
UNIT 401	1	1,766	1,906	542	SF	3 BD / 3.5 BA	34 UNITS PER NET ACRE [ALLOWABLE BASE DENSITY]			
UNIT 402	1	1,145	1,240	246	SF	2 BD / 2 BA	SETBACKS			
UNIT 403	1	1,425	1,546	592	SF	2 BD /2.5 BA	FRONT:			
UNIT 404	1	1,310	1,424	903	SF	2 BD /2 BA	UP TO 30'-0" HIGH			
UNIT 405	1	1,320	1,410	350	SF	2 BD/2 BA	UP TO 45'-0" HIGH			
UNIT 406	1	1,552	1,695	737	SF	2 BD/2.5 BA	UP TO 65'-0" HIGH			
UNIT 501	1	1,766	1,905	472	SF	3 BD / 3.5 BA	REAR UP TO 30'-0" HIGH			
UNIT 502	1	1,145	1,240	118	SF	2 BD / 2 BA	1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"			
UNIT 503	1	1,431	1,546	312	SF	2 BD /2.5 BA	SIDE:			
UNIT 504	1	1,309	1,423	681	SF	2 BD /2 BA	UP TO 30'-0" HIGH 10% OF LOT WIDTH			
UNIT 505	1	1,320	1,410	324	SF	2 BD/2 BA	1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"			
UNIT 506	1	1,551	1,693	497	SF	2 BD/2.5 BA	FLEX: 1/3 OF BUILDING LENGTH			
UNIT 601	1	1,778	1,916	471	SF	3 BD / 3.5 BA	@ NORTH [0.33 X 115'-0"]			
UNIT 602	1	1,010	1,085	266	SF	1 BD / 2 BA + STUDIO	@ EAST [0.33 X 120'-0"]			
UNIT 603	1	1,249	1,348	509	SF	2 BD /2.5 BA	@ SOUTH [0.33 X 115'-0"]			
UNIT 604	1	1,638	1,767	447	SF	2 BD /2.5 BA	@ WEST [0.33 X 120'-0"]			
UNIT 605	1	1,840	1,964	703	SF	2 BD/2.5 BA	MAXIMUM HEIGHT			
UNIT 701	1	1,778	1,916	379	SF	3 BD/3.5 BA	MAXIMUM BUILDING HEIGHT			
UNIT 702	1	1,010	1,085	118	SF	1 BD / 2 BA + STUDIO	GROUND LANDSCAPE AREA			
UNIT 703	1	1,249	1,348	286	SF	2 BD / 2.5 BA	20% OF LOT AREA MINIMUM			
UNIT 704	1	1,638	1,767	538	SF	2 BD/2.5 BA	IMPERVIOUS AREA			
UNIT 705	1	1,840	1,964	262	SF	2 BD/2.5 BA	ROOF DECK LANDSCAPE REQUIREMENTS			
TOTAL	28	41,581	44,873	-	SF		15% OF ROOF AREA MINIMUM			
STORAGE 28 25 SF EACH							LOT COVERAGE			
NOTE: 1. DENS AND STUDIOS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET.							(PERIMETER DETERMINED BY THE SETBACKS)			
2. PROVIDE SOUND ABATEMENT PANELS AROUND WALLS OF COOLING TOWER & GENERATOR ROOM.							PARKING SPACE REQUIREMENTS			
							RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL			
							65'-0" above BFE		65'-0" above BFE	
							REQUIRED		PROPOSED	
							22,366 X .20		4,473 SF 5,199 SF = 23%	
									17,167 SF = 77% OF SITE AREA	
							REQUIRED		PROPOSED	
							2,361 SF X .15		354 SF 950 SF = 40 %	
							LOT COVERAGE			
							DETERMINED BY SETBACKS		15,681 SF = 70%	
							REQUIRED		PROPOSED	
							56 (INCLUDING 2 GUEST)		58 (INCLUDING 3 GUEST)	

FRANKEL BENAYOUN

ARCHITECTS, INC.

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA--C001494

MARKUS A. FRANKEL,
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN,
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868,3665 FAX:(305) 868,3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

ATLANTIS 103, LLC

7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887

1200 BRICKELL, SUITE 800, FL 33131
(786) 558,0157 - (563) 9822,0593
W W W - B U R O T T O - I N T E R N A T I O N A L
C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER:
RILEA MANAGMENT, LLC
1200 BRICKEL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 5 4

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.
680 S.W. 41 STREET MIAMI, FL 33143
PHONE: 305-665-9006 FAX: 305-668-8150

STRUCTURAL ENG.

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3086 FAX NO. (305) 940-3073
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

J G P ENGINEERING GROUP
M I A M I F L O R I D A EB# 00007788
3553 NW 79 AVENUE
MIAMI, FLORIDA, 33122
(305) 436-9292 FAX (305) 436-9272
E-MAIL: JGPMIAMI@GMAIL.COM
JOSE G. PUG SR. FLORIDA P.E. # 47817
JOSE G. PUG JR. FLORIDA P.E. # 49148
VICTOR M. BLANCO FLORIDA P.E. # 50115

ATLANTIS

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY
DRAWING TITLE:			
PROJECT INFO			



AERIAL VIEW - P&Z BOARD APPROVED - FEBRUARY 13, 2017



AERIAL VIEW - P&Z BOARD REVISIONS - APRIL 3, 2018

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

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B
BUROTTI
INTERNATIONAL

1200 BRICKELL, SUITE 800, FL 33131
(786)558.0157 - (569) 9822.0592
W W W . B U R O T T O . C L
C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER:

RILEA MANAGEMENT, LLC
1200 BRICKEL AVE SUITE 120
MIAMI, FLORIDA 33131
PH: (305) 371.5254

CIVIL ENG.

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
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LANDSCAPE ARCHITECTURE
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6800 S.W. 81 STREET MIAMI, FL 33143
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STRUCTURAL ENCL.

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

J G P ENGINEERING GROUP
MIAMI, FLORIDA 189 00007788
3553 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 436-6292 FAX (305) 436-9272
E-MAIL: JGPMAN@BELL.SOUTH.NET
JOSE G. PUIG SR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:

AERIAL VIEW

SCALE: 1/8" = 1'-0" DATE: APRIL 3, 2018
SHEET NUMBER:

A-0.03
P&Z REVISIONS



RENDERING [103RD STREET VIEW] - APPROVED FEBRUARY 13, 2017



RENDERING [103RD STREET VIEW] P&Z BOARD REVISIONS - APRIL 3, 2018

FRANKEL BENAYOUN ARCHITECTS INC
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3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
**RENDERING
103RD STREET VIEW**
SCALE: 1/8" = 1'-0"
DATE: APRIL 3, 2018
SHEET NUMBER:
A-0.04
P&Z REVISIONS



RENDERING [CORNER VIEW] - APPROVED FEBRUARY 13, 2017



RENDERING [CORNER VIEW] P&Z BOARD REVISIONS - APRIL 3, 2018

RENDERING [CORNER VIEW]

FRANKEL BENAYOUN ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAY BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887

B
BUROTTA
INTERNATIONAL
1200 BRICKELL, SUITE 800, FL 33131
(786)558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
RILEA MANAGMENT, LLC
1200 BRICKEL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 5 4

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.
6800 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

STRUCTURAL ENCL
ARBAB ENGINEERING, INC.
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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
RENDERING CORNER VIEW
SCALE: 1/8" = 1'-0"
DATE: APRIL 3, 2018
SHEET NUMBER:
A-0.05
P&Z REVISIONS



RENDERING [INTERIOR] - APPROVED FEBRUARY 13, 2017



RENDERING [INTERIOR] P&Z BOARD REVISIONS - APRIL 3, 2018

RENDERING [INTERIOR VIEW]

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143

PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

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OWNER / DEVELOPER

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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER

RILEA MANAGEMENT, LLC
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Reg. no. 41831

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DESIGNS, INC.
LANDSCAPE ARCHITECTURE
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STRUCTURAL ENCL

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3363 NE 163 STREET, SUITE 701
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EB NUMBER: 0007488 PE NO. 35460

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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

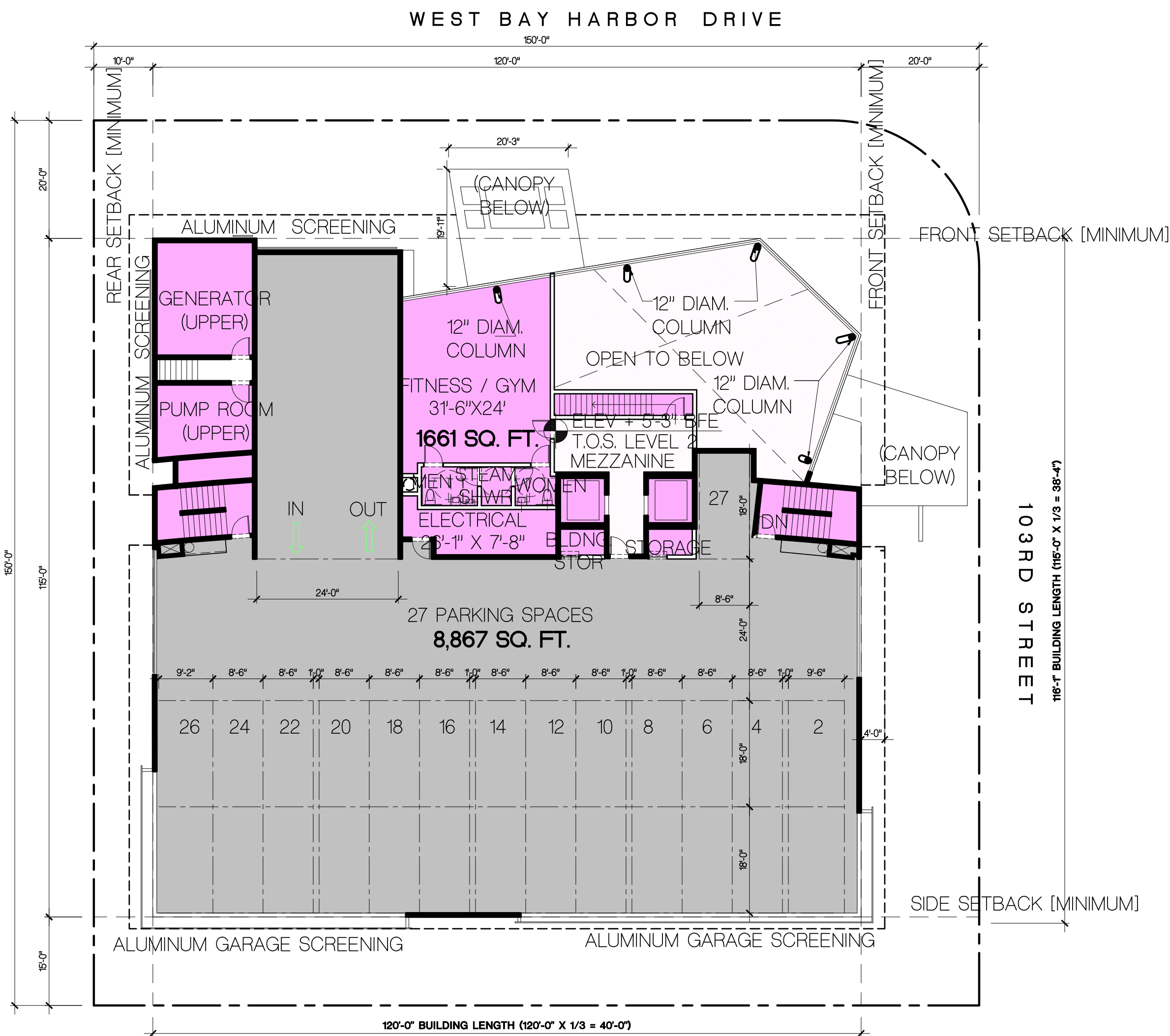
DRAWING TITLE

RENDERING
INTERIOR VIEW

SCALE: 1/8" = 1'-0" DATE: APRIL 3, 2018
SHEET NUMBER

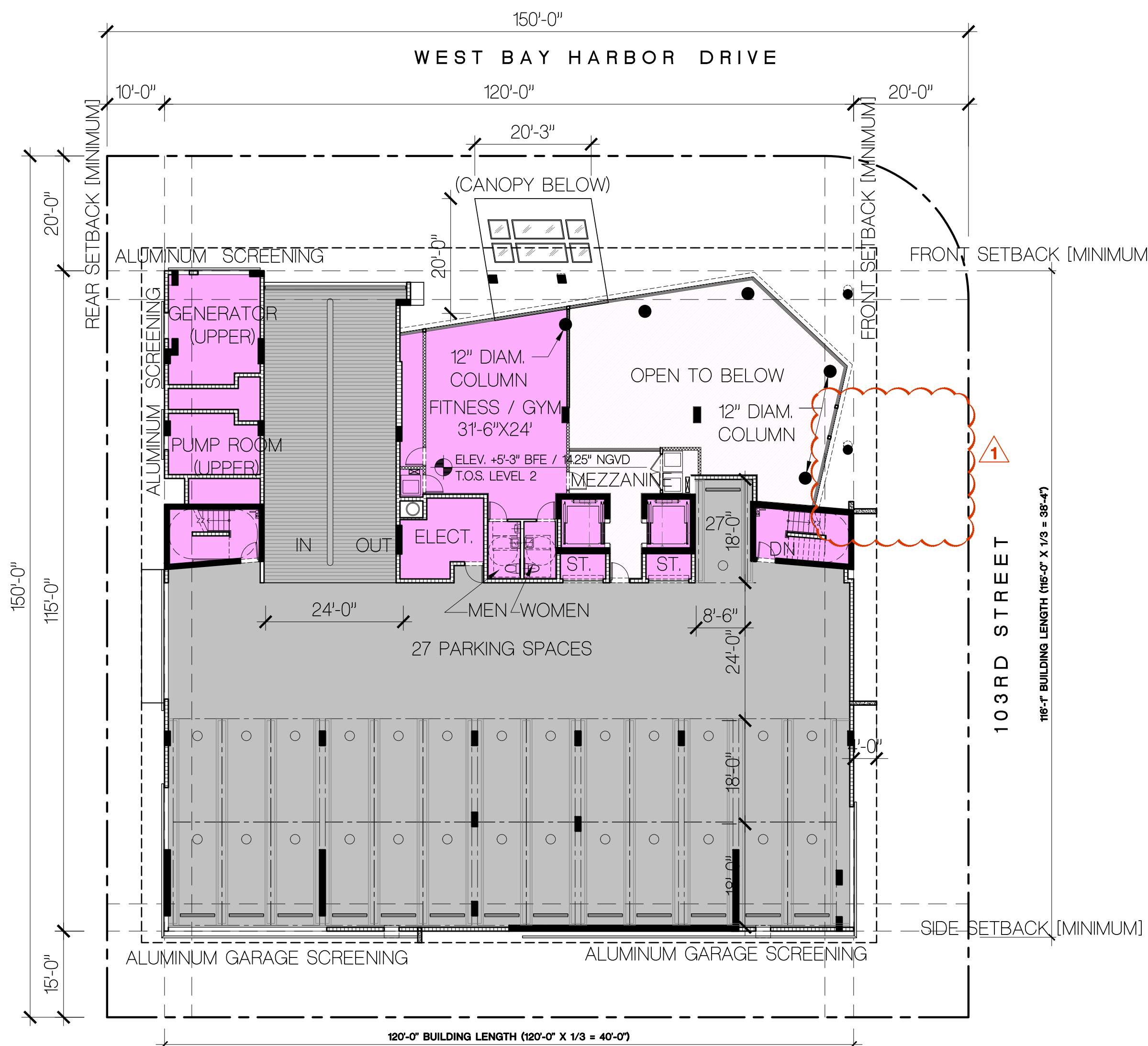
A-0.06
P&Z REVISIONS

SCALE: 1/16" = 1'-0"



LEVEL 2 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

NOTES:
1 REMOVED CANOPY ABOVE WEST WALKWAY.



LEVEL 2 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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P H : (3 0 5) 3 7 1 . 5 2 5 4

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Reg. no. 41831

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LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

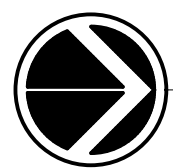
STRUCTURAL ENG.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 2 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-102
P&Z REVISIONS

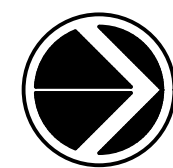


LEVEL 3 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017

SCALE: 1/16" = 1'-0"

NOTES:

- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER.
- 2 ELIMINATED WATER FALL
- 3 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



LEVEL 3 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018

SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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Reg. no. 41831

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LANDSCAPE ARCHITECTURE
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6800 S.W. 31 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

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PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

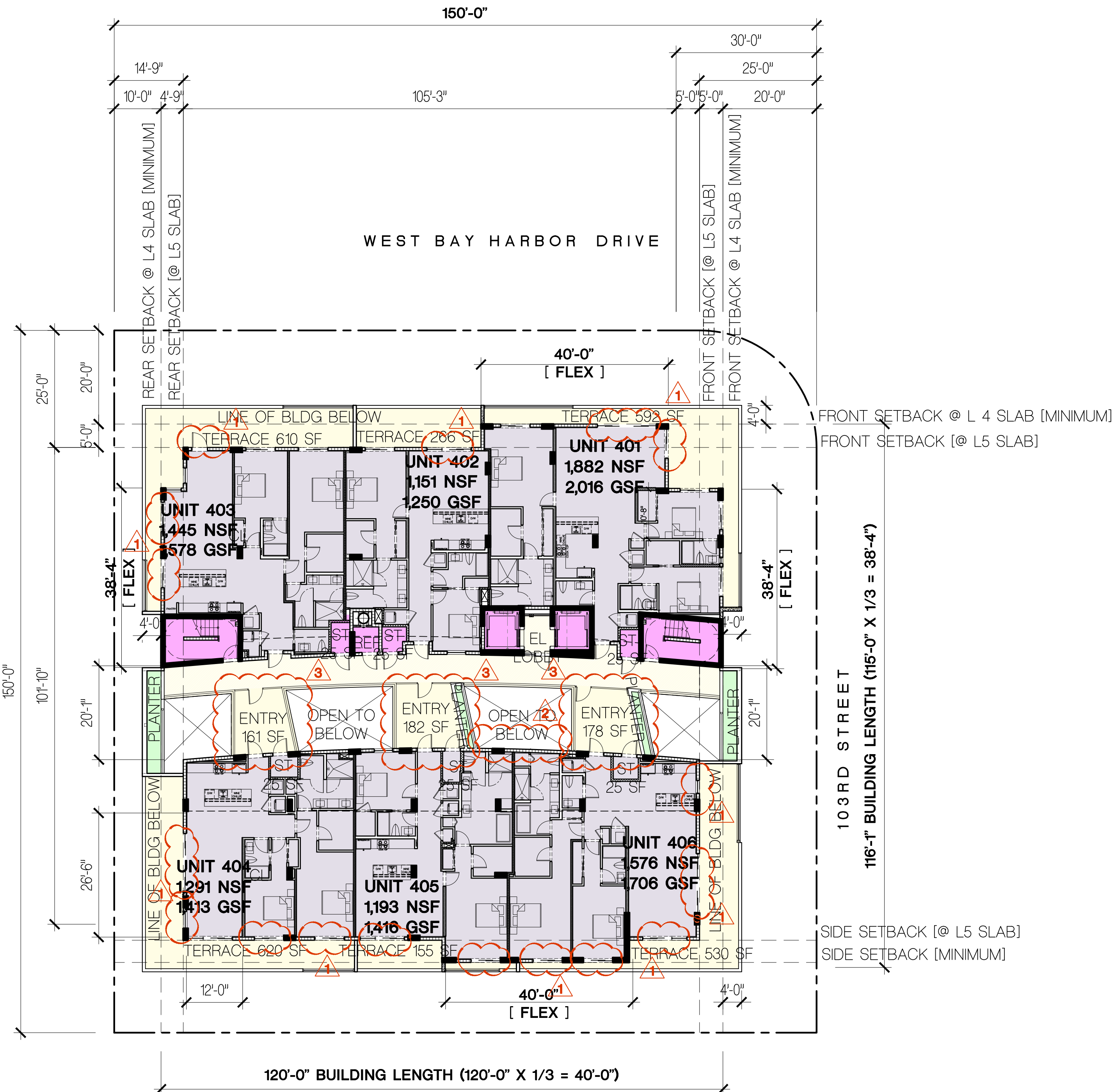
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-103
P&Z REVISIONS



LEVEL 4 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

- NOTES:**
- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER
 - 2 ELIMINATED WATER FALL
 - 3 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



LEVEL 4 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
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PH: (305) 868.3955 FAX: (305) 868.3950
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
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BUROTTI INTERNATIONAL
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(786) 558.0157 - (569) 9822.0592
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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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Reg. no. 41831

LANDSCAPE ARCH.
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LANDSCAPE ARCHITECTURE
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PHONE: 305-665-9688 FAX: 305-668-8426

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EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

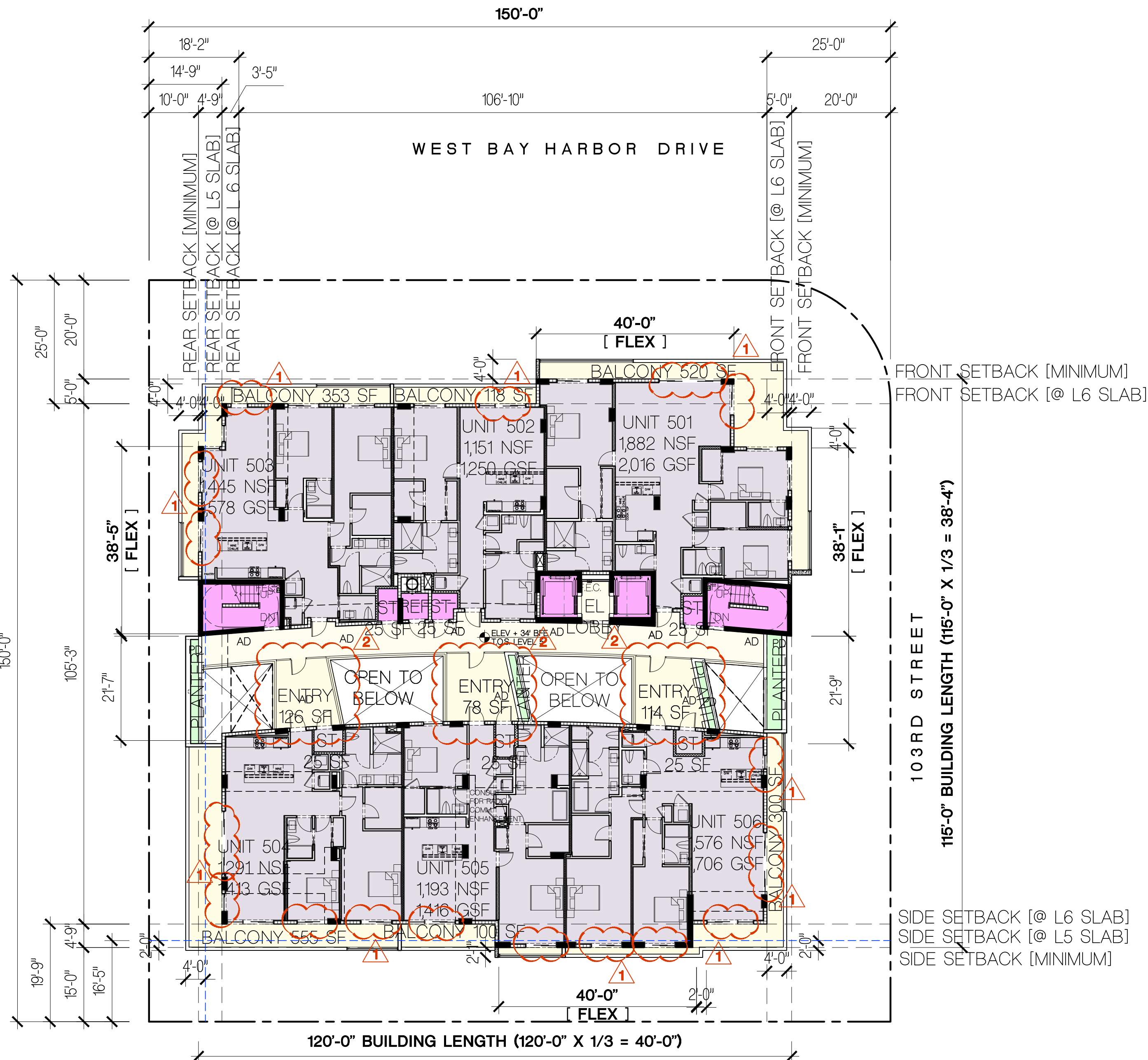
SIGNATURE	DATE
NO.	REVISION
DATE	BY
DRAWING TITLE	
LEVEL 4 FLOOR PLAN	
SCALE	DATE APRIL 3, 2018
SHEET NUMBER	
A-104	
P&Z REVISIONS	



LEVEL 5 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

NOTES:

- REDUCED GLAZING ALONG THE EXTERIOR PERIMETER**
- INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.**



LEVEL 5 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
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PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

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(786) 558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
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civil engineers
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HOLLYWOOD, FL - 33021
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SUSAN C. HOLLAND, PE
Reg. no. 41831

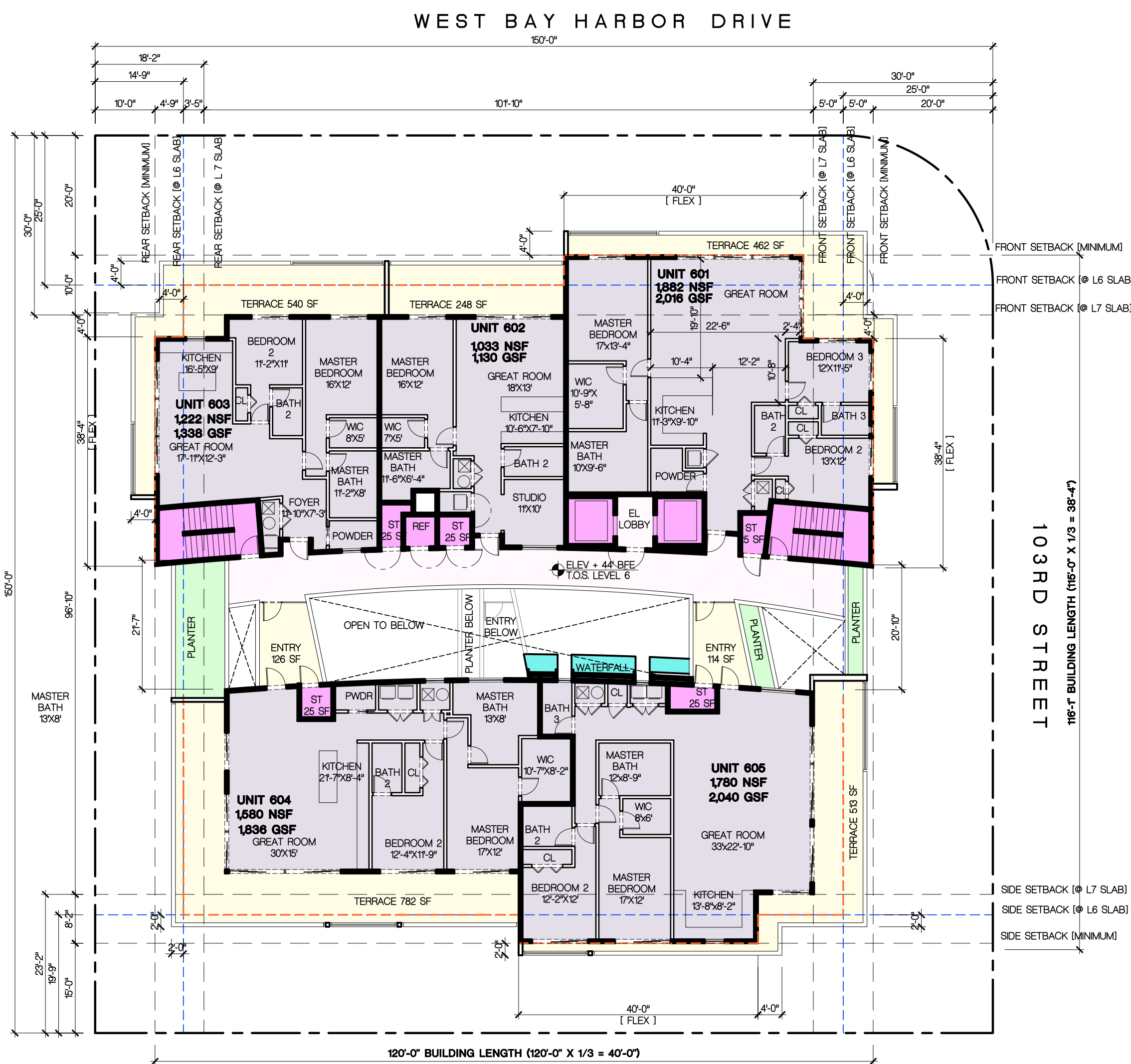
LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 31 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

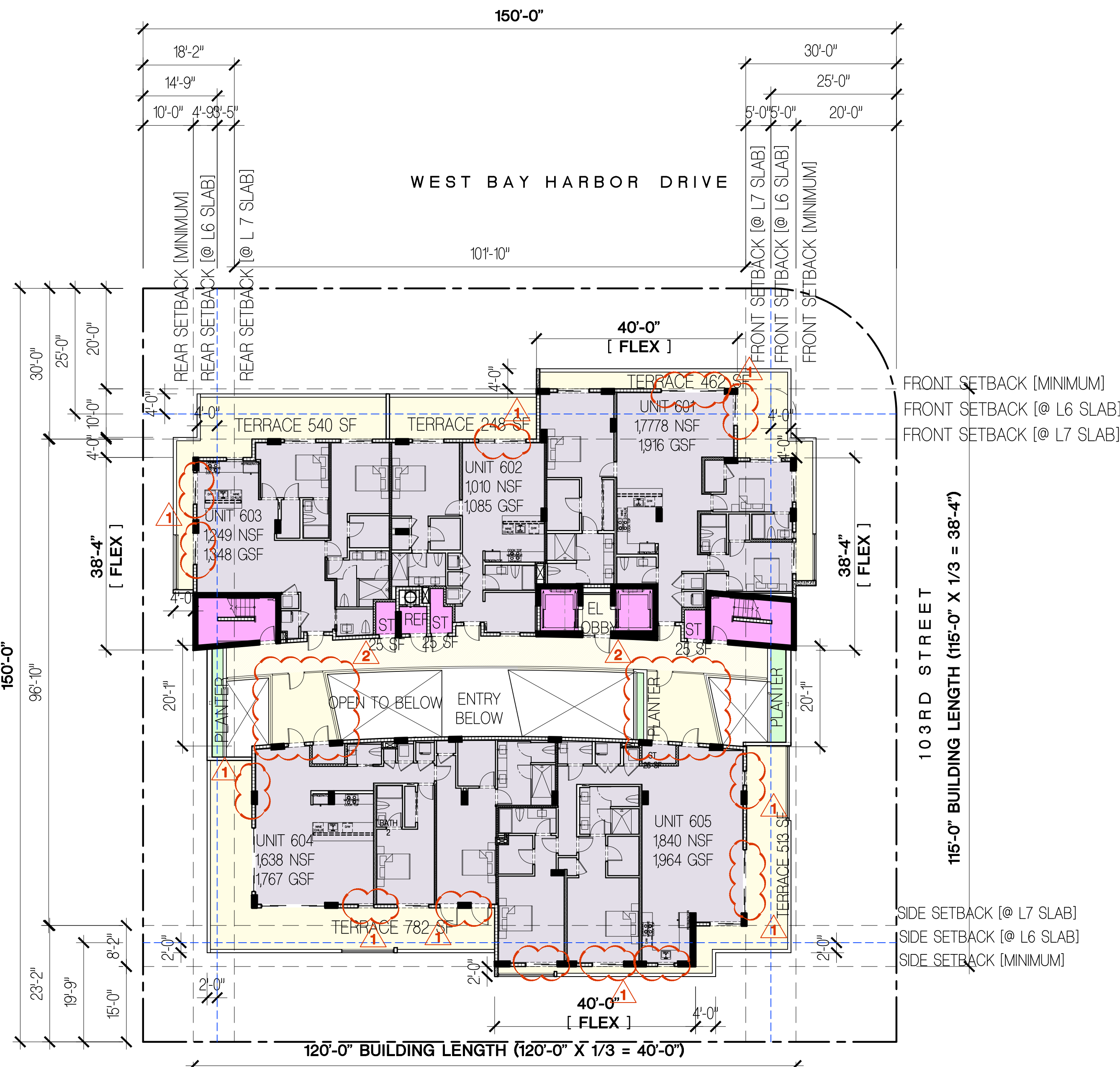
SIGNATURE	DATE
NO.	REVISION
DATE	BY
DRAWING TITLE	LEVEL 5 FLOOR PLAN
SCALE	DATE APRIL 3, 2018
SHEET NUMBER	A-105
P&Z REVISIONS	



 **LEVEL 6 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017**
SCALE: 1/16" = 1'-0"

NOTES:

- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER
- 2 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



 **LEVEL 6 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018**
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

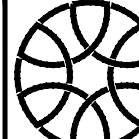
OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
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INTERNATIONAL
1200 BRICKELL, SUITE 800, FL 33131
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W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
RILEA MANAGEMENT, LLC
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MIAMI, FLORIDA 33131
PH: (305) 371.5254

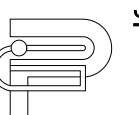
CIVIL ENG.

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 ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 31 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

STRUCTURAL ENG.

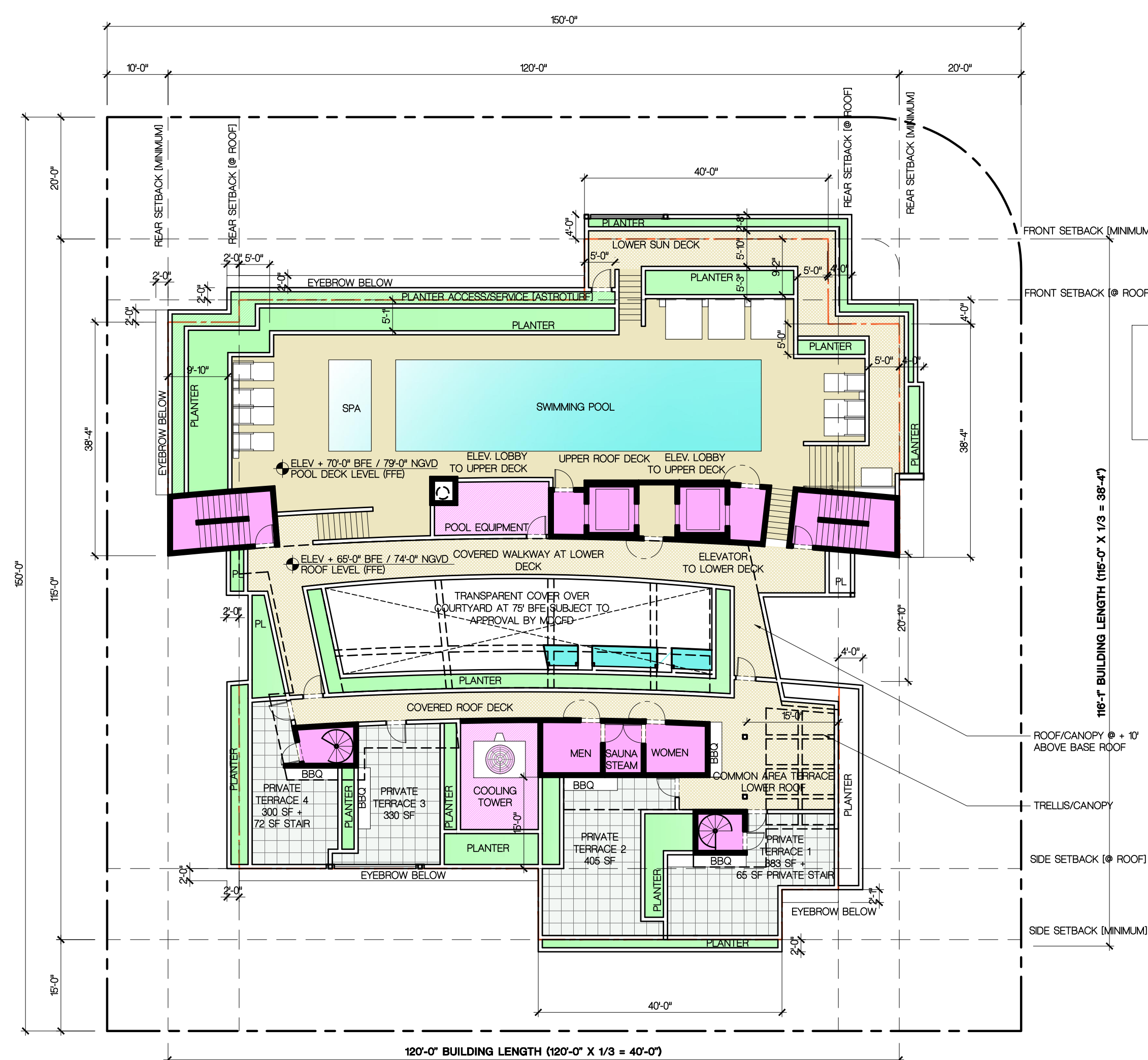
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 949-3088 FAX NO. (305) 949-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

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JOSE G. PUIG JR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

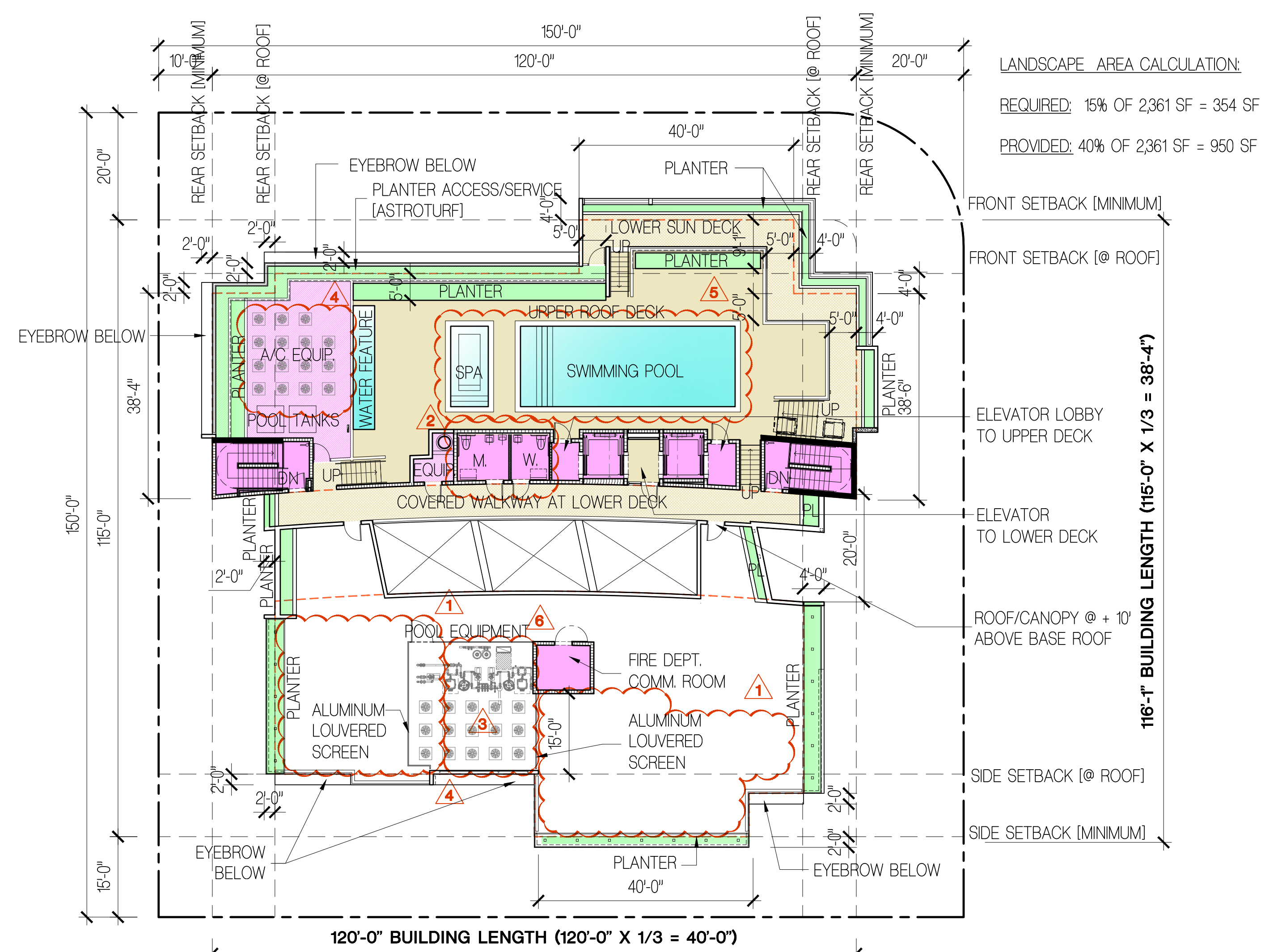
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 6
FLOOR PLAN**
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-106
P&Z REVISIONS



 **ROOF LEVEL FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017**
SCALE: 1/16" = 1'-0"

- NOTES:**
- 1 ELIMINATED THE 3 PRIVATE TERRACES ON THE NORTH
 - 2 RELOCATED THE BATHS FROM THE NORTH TO THE SOUTH.
 - 3 ELIMINATED THE COOLING TOWER ON THE NORTH.
 - 4 ADDED CONDENSING UNITS ON THE NORTH AND SOUTH.
 - 5 REDUCED SIZE OF POOL
 - 6 RELOCATED POOL EQUIPMENT FROM THE SOUTH TO THE NORTH.



 **ROOF LEVEL FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018**
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
A R C H I T E C T S I N C
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHERMAN
LICENSE NO. AR0017273

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C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER:
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 SUSAN C. HOLLAND, PE
 Reg. no. 41831

LANDSCAPE ARCH:



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.

6800 S.W. 81 STREET MIAMI, FL. 33143
PHONE: 305-665-9088 FAX: 305-668-8426

STRUCTURAL ENGR.

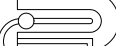


ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS

3363 N. 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33162

PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33554

[illegible]

DRAWING TITLE:			
ROOF LEVEL FLOOR PLAN			
SCALE:	-	DATE:	APRIL 3, 2018
SHEET NUMBER:			
A-1.08			
P&Z REVISIONS			

- ELIMINATED THE 3 PRIVATE TERRACES ON THE NORTH
- RELOCATED THE BATHS FROM THE NORTH TO THE SOUTH.
- ELIMINATED THE COOLING TOWER ON THE NORTH.
- ADDED CONDENSING UNITS ON THE NORTH AND SOUTH.
- REDUCED SIZE OF POOL
- RELOCATED POOL EQUIPMENT FROM THE SOUTH TO THE NORTH.
- REDUCED ROOF CANOPY.



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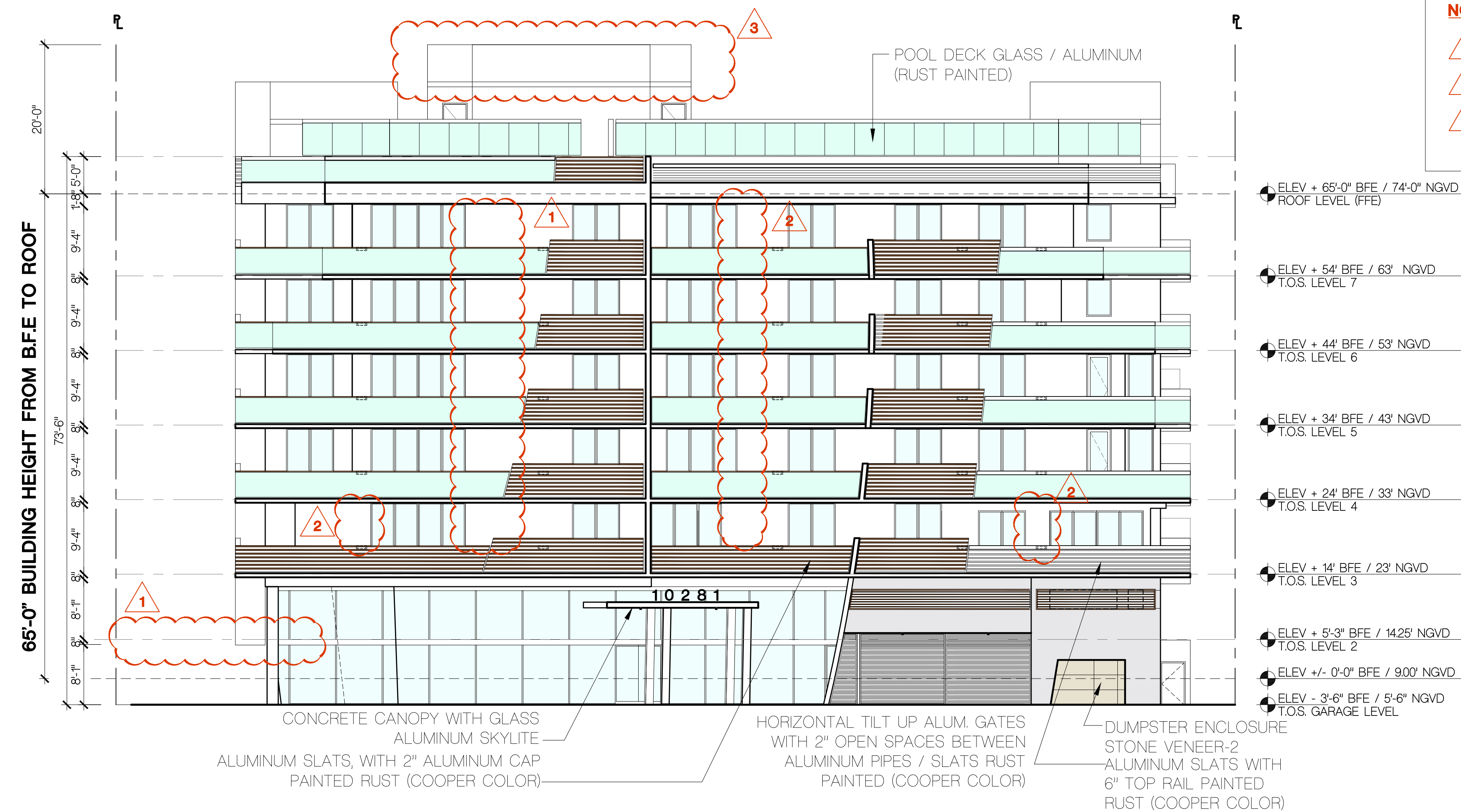
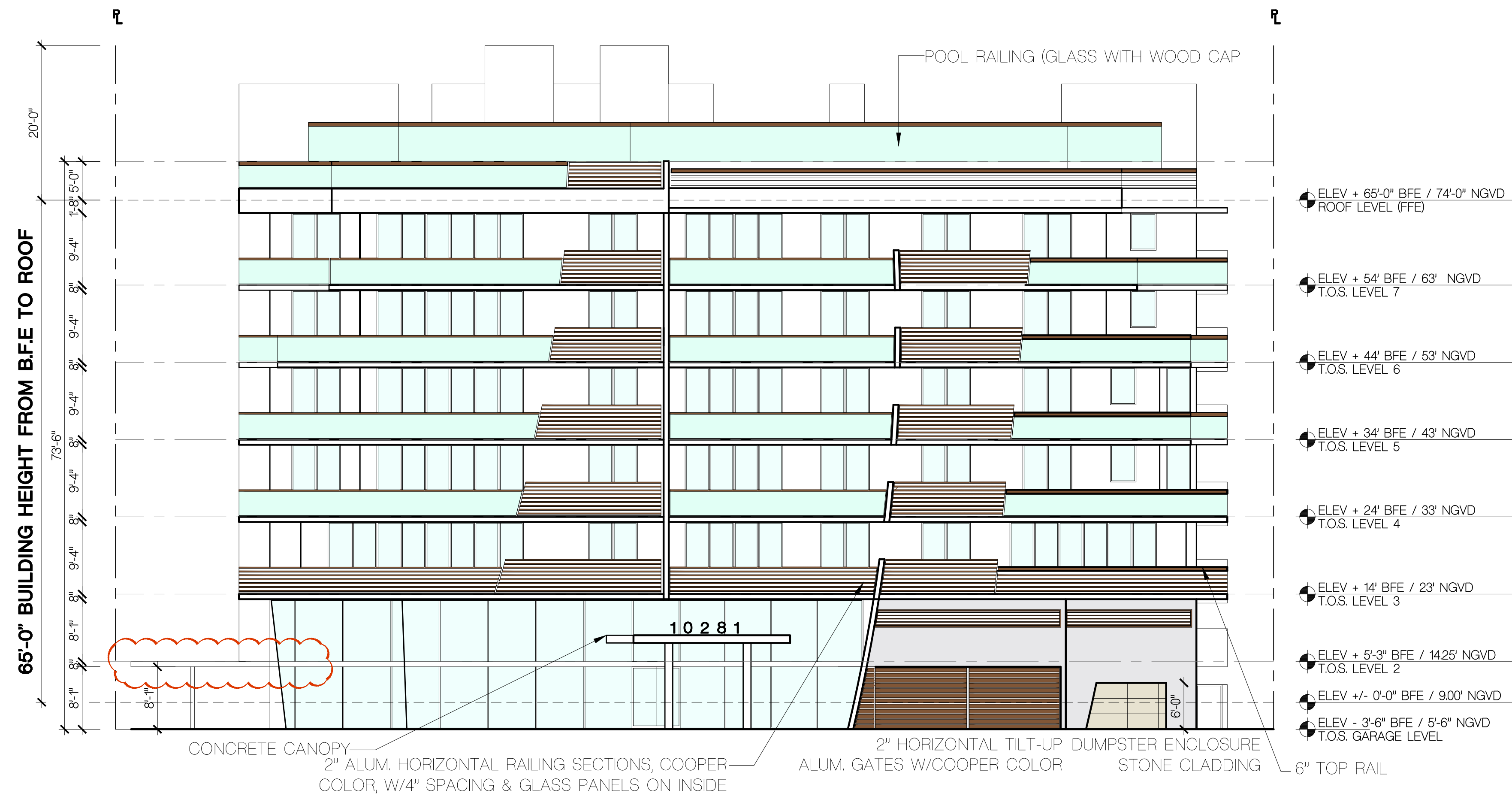
M I A M I, F L O R I D A E B # 00007786

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H E C T O R M. B L A S C O F L O R I D A P. E. # 56115

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10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE		DATE	
NQ.	REVISION	DATE	BY
DRAWING TITLE:			
UPPER ROOF FLOOR PLAN			
SCALE:	-	DATE:	APRIL 3, 2018
SHEET NUMBER:			
A-1.09			
P&Z REVISIONS			



NOTES:

- 1 REMOVE CANOPY ABOVE WEST WALKWAY @ WEST
- 2 REDUCE GLAZING AREA.
- 3 ADDED PARAPETS ABOVE THE ELEVATOR LOBBIES TO CONCEAL THE ROOF-TOP MECHANICAL EQUIPMENT.

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

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LANDSCAPE ARCH:



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HECTOR M. BLASCO	FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE _____ DATE _____

NO.	REVISION	DATE	BY
-----	----------	------	----

DRAWING TITLE:

**SIDE
ELEVATION**

SCALE _____ DATE: _____

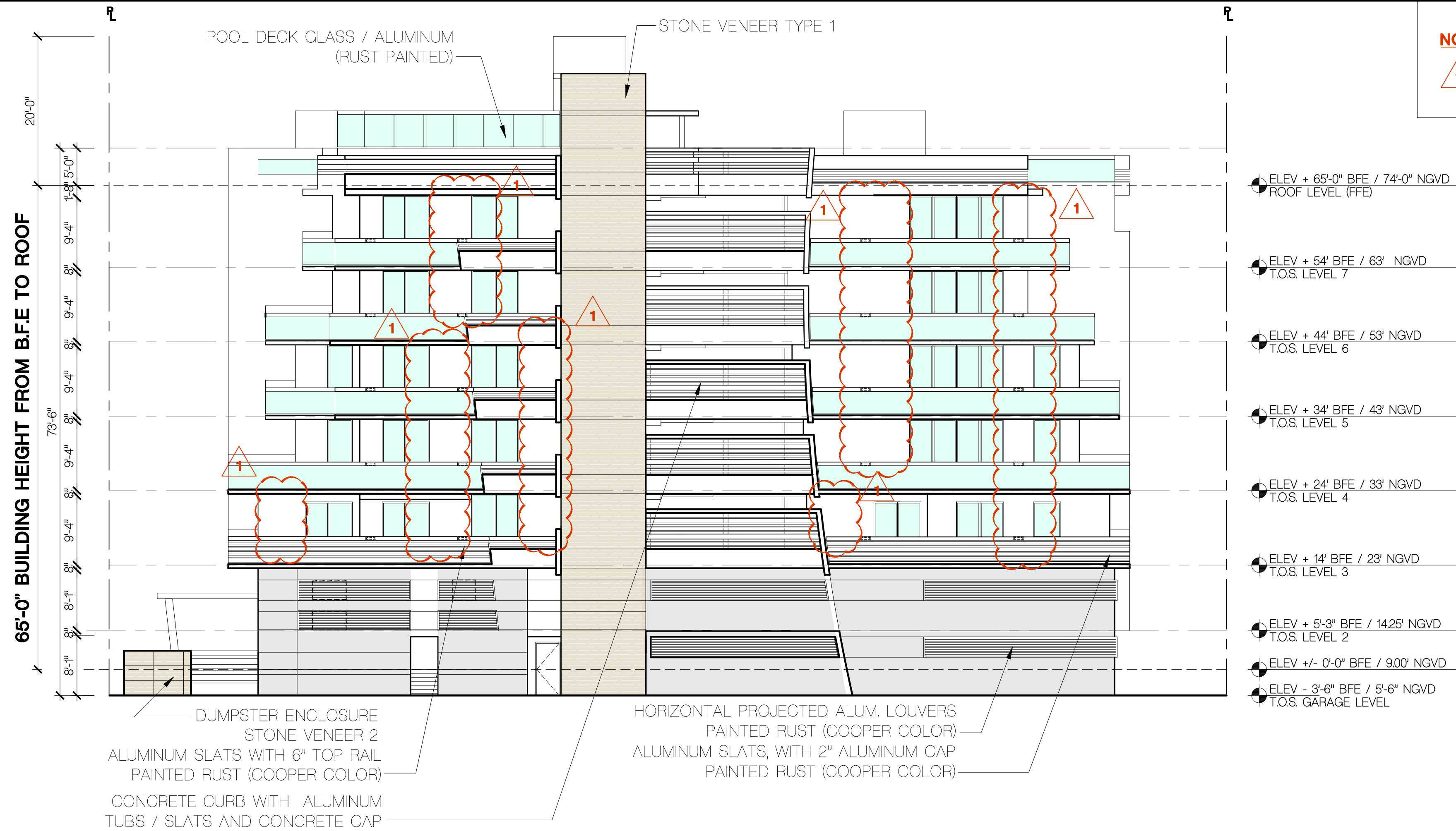
SHEET NUMBER

A-202

TABLE 1



SOUTH ELEVATION - P&Z BOARD APPROVED - FEBRUARY 13, 2017



SOUTH ELEVATION - P&Z BOARD REVISIONS - APRIL 3, 2018

NOTES:

1 REDUCE GLAZING AREA.

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL,
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN,
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PROJECT MANAGER:
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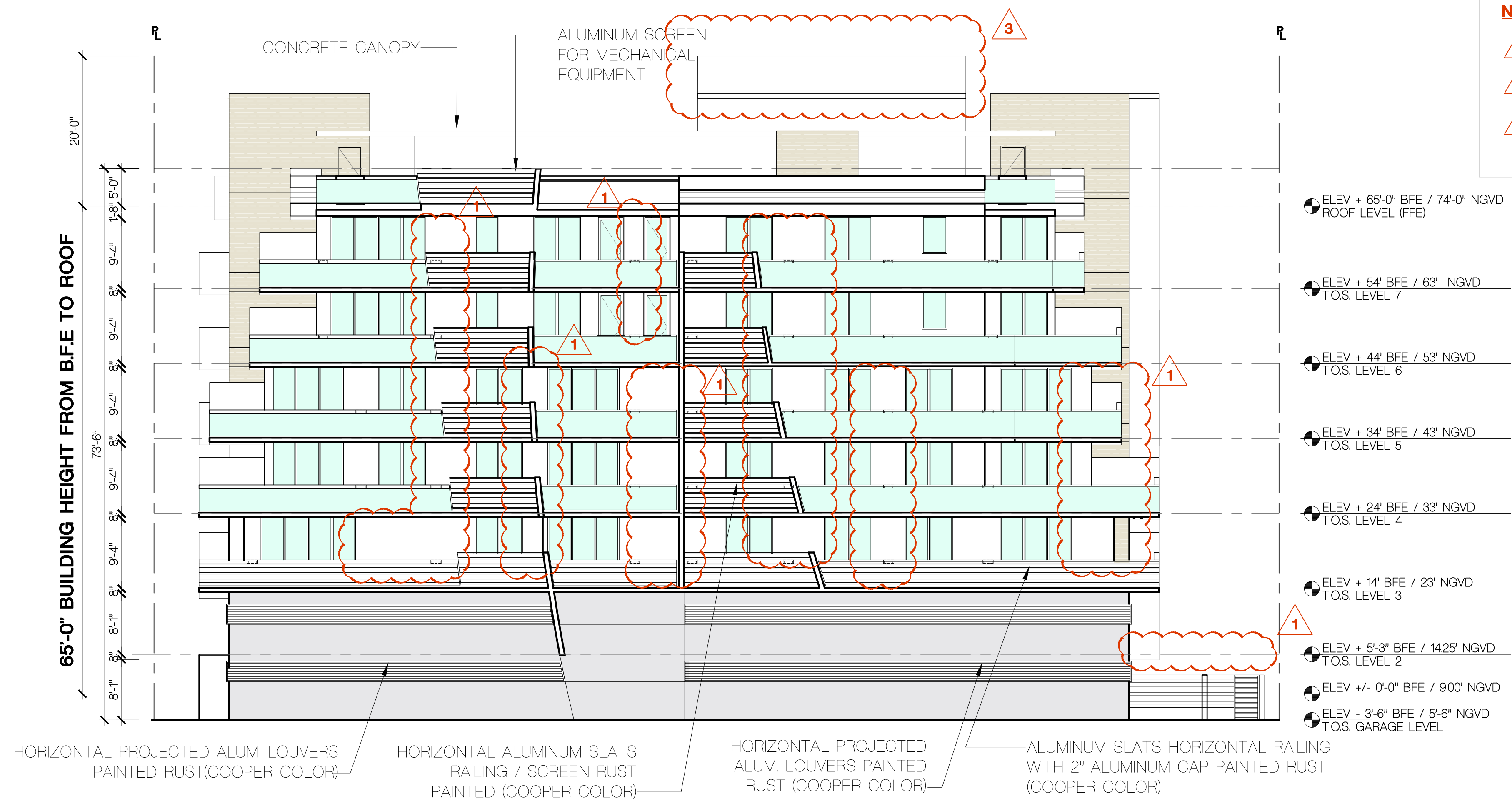
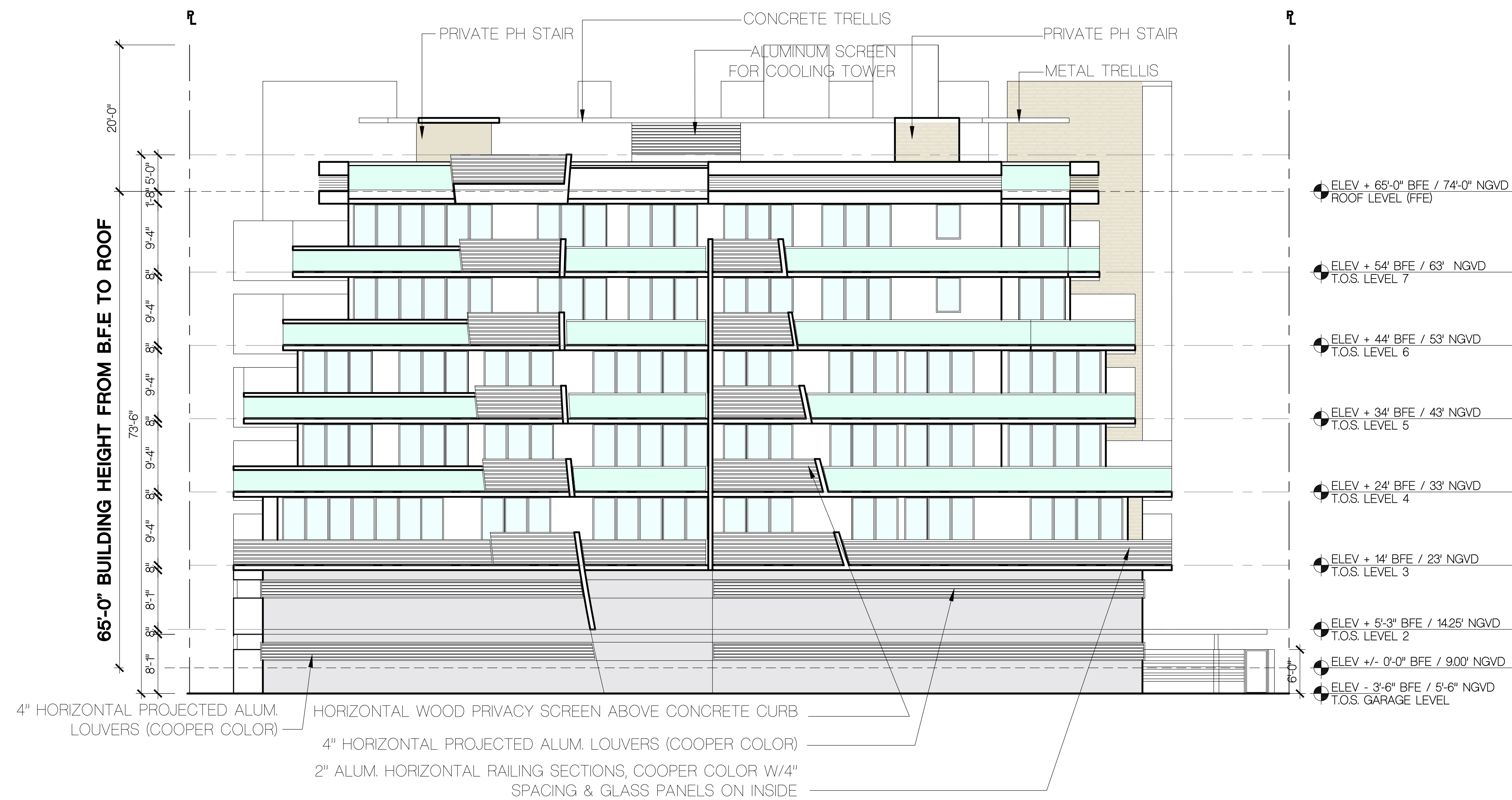
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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
BACK
ELEVATION
SCALE: 3/32"=1'-0" DATE: APRIL 3, 2018
SHEET NUMBER:
A-2.03
P&Z REVISIONS



NOTES:

- 1 REMOVE CANOPY ABOVE WEST WALKWAY @ WEST
- 2 REDUCE GLAZING AREA.
- 3 ADDED PARAPETS ABOVE THE ELEVATOR LOBBIES TO CONCEAL THE ROOF-TOP MECHANICAL EQUIPMENT.

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

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C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER:
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EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

J G P ENGINEERING GROUP

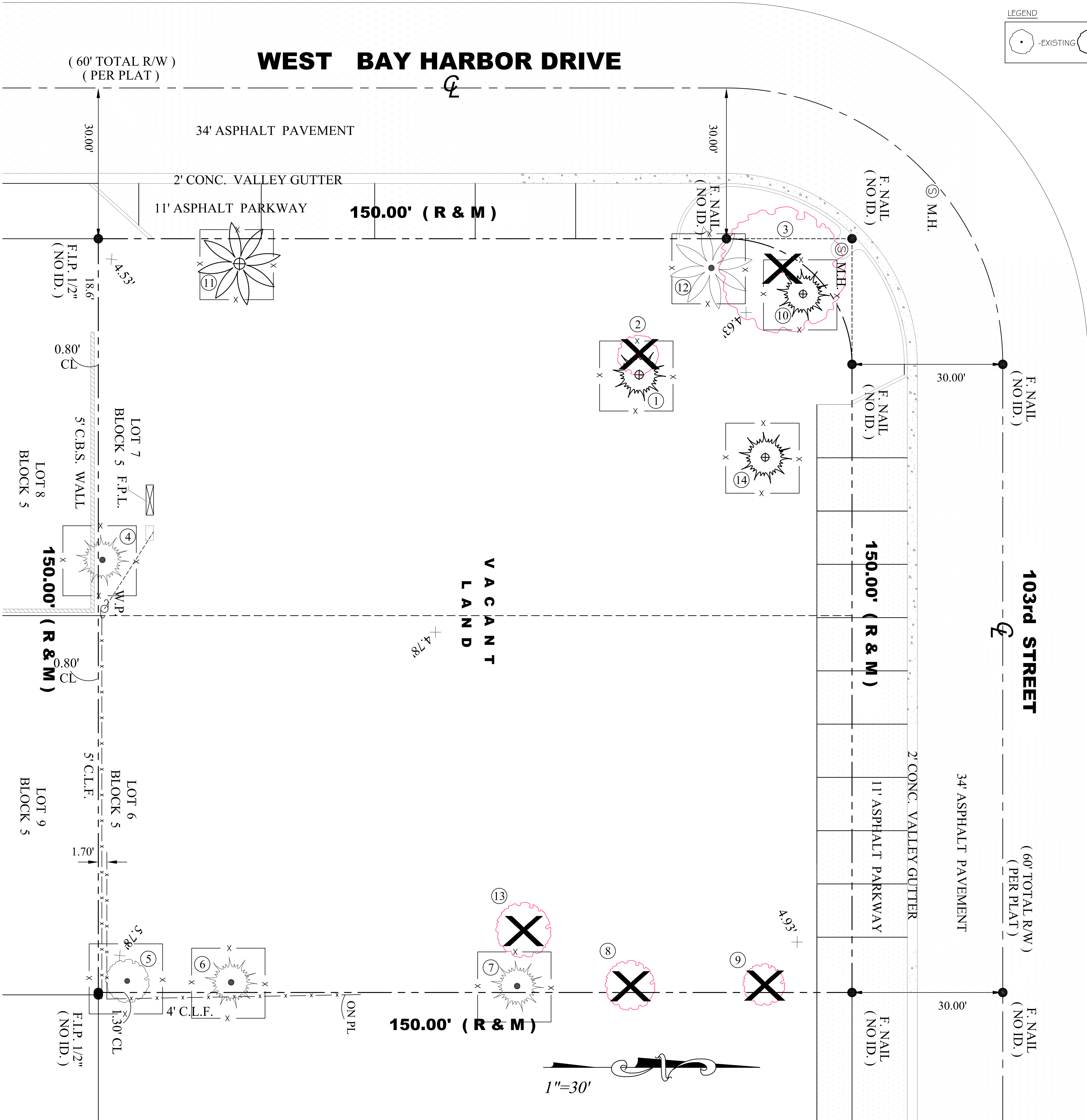
MIAMI, FLORIDA E#B 00007788

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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

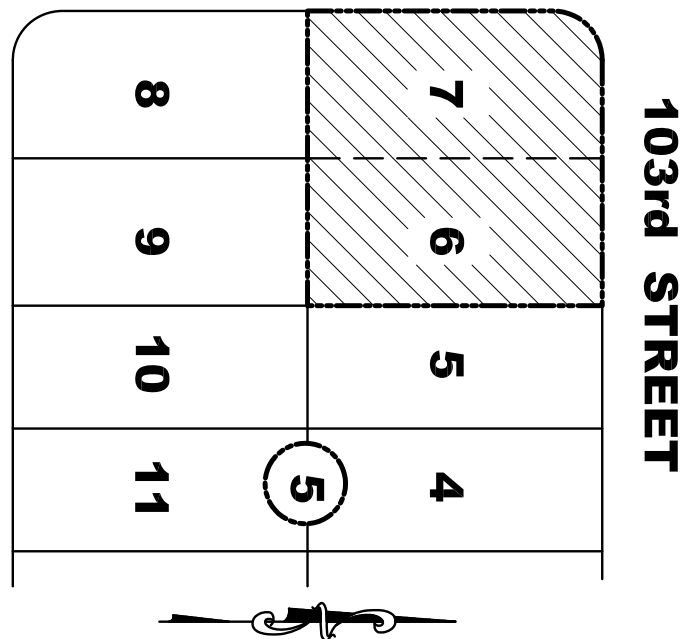
SIGNATURE		DATE	
NQ.	REVISION	DATE	BY
DRAWING TITLE: SIDE ELEVATION			
SCALE:	DATE: APRIL 3, 2018		
SHEET NUMBER: A-2.04			
P&Z REVISIONS			



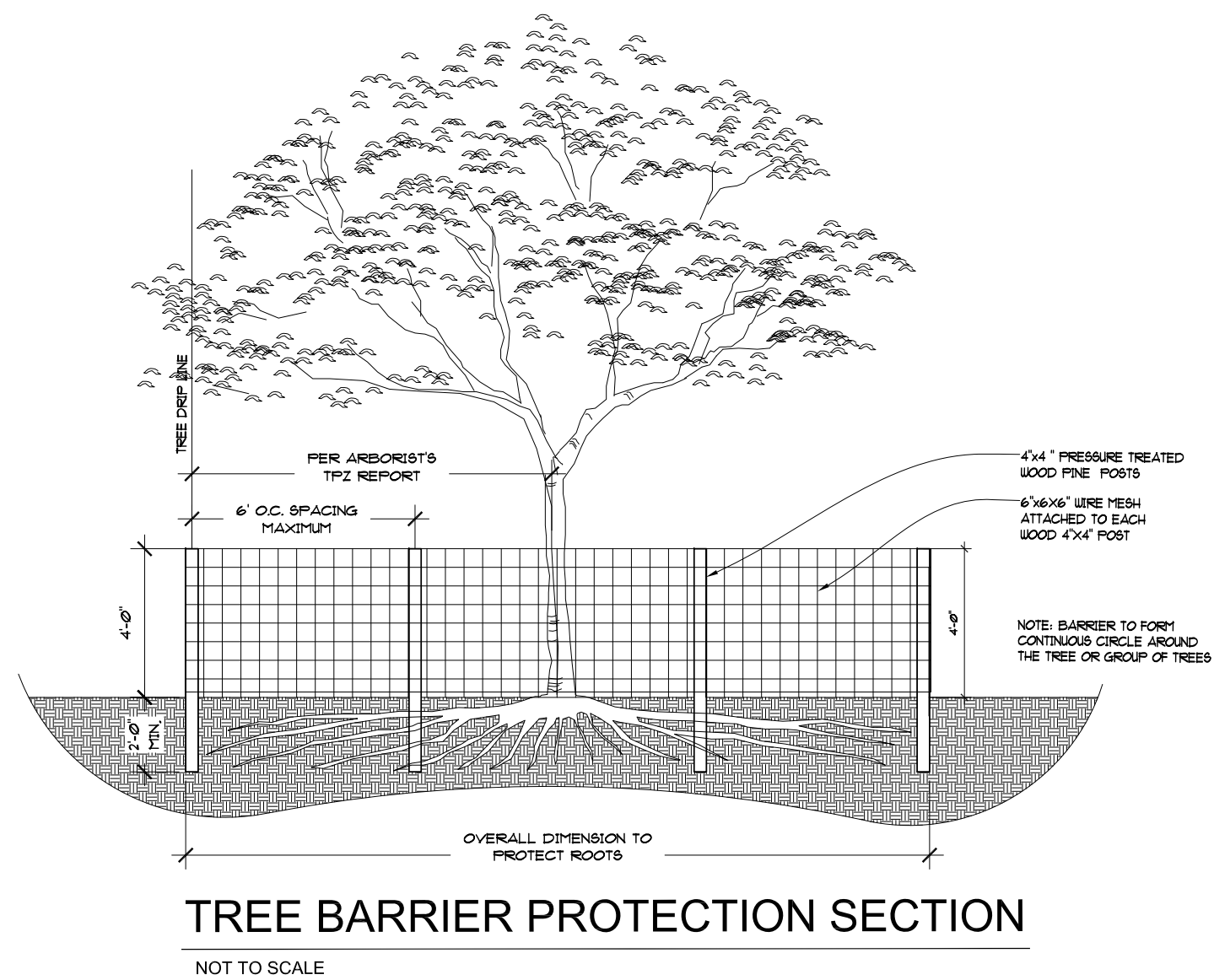
LEGEND

EXISTING TRANSPLANT REMOVE

WEST BAY HARBOR DRIVE

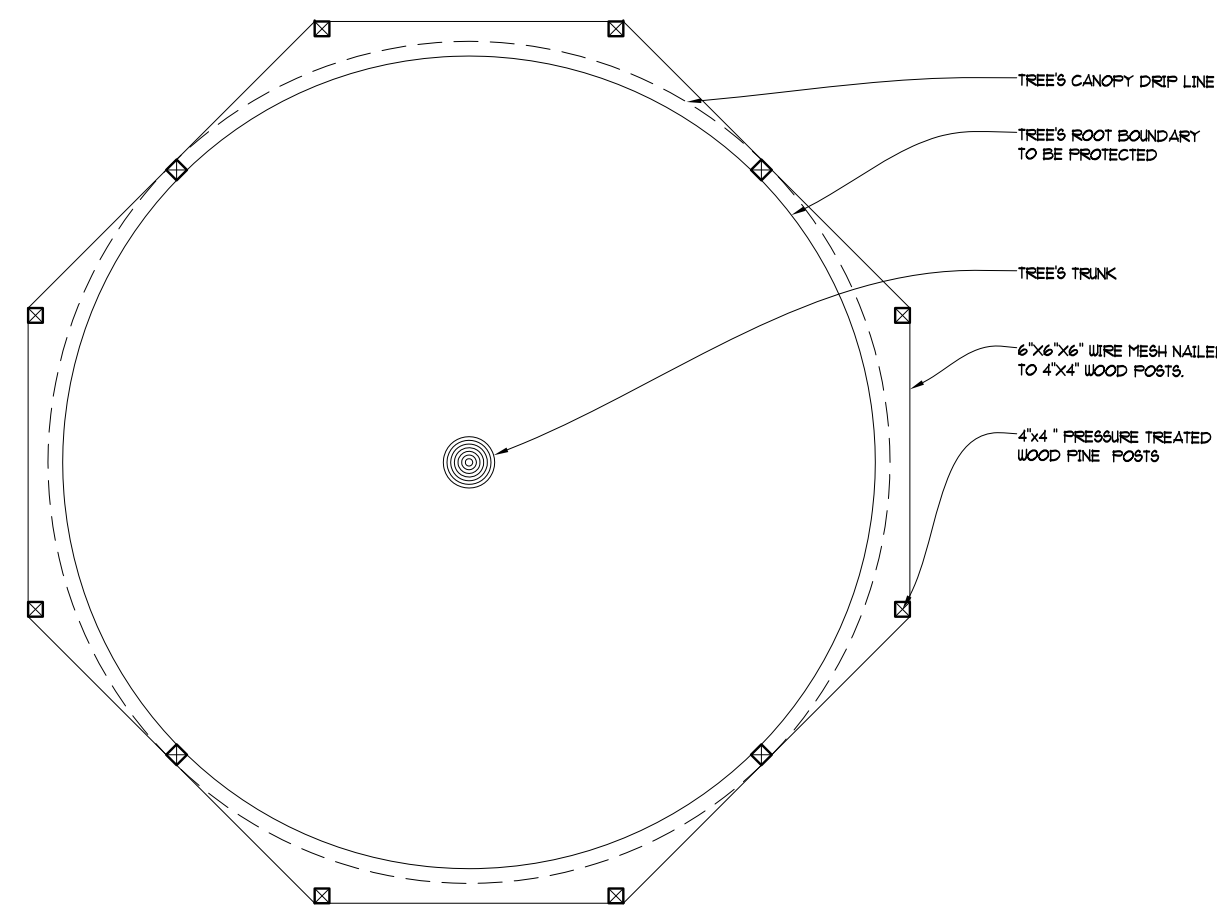


Atlantis Condo									
1170 103rd St. Bay Harbor Island									
Tree disposition list									
No.	cnt	Common Name	Botanical Name	Ht.	Spr	dbh	Can. Sq. ft.	Cond. / Disp.	
1	1	Sabal palm	<i>Sabal palmetto</i>	35'	8'	3"	50'	Transplant	
2	1	Gumbo Limbo	<i>Bursera simaruba</i>	35'	8'	3"	50'	Construction / Demo	
3	1	Mahoe Tree	<i>Thespesia populnea</i>	30'	45'	4"	0'	Invasive	
4	1	Sabal palm	<i>Bursera simaruba</i>	25'	10'	12"	79'	Remain	
5	1	Mango tree	<i>Hibiscus tiliaceus</i>	15'	7'	9"	38'	Remain	
6	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Remain	
7	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Remain	
8	1	Umbrella Tree	<i>Chefelia</i>	30'	20'	36"	314'	Invasive	
9	1	Ficus Tree	<i>Ficus species</i>	15'	20'	9"	314'	Volunteer	
10	1	Sabal palm	<i>Sabal palmetto</i>	15'	7'	12"	38'	Transplant	
11	1	Royal Palm	<i>Rostonia eleata</i>	50'	15'	24"		Transplant	
12	1	Royal Palm	<i>Rostonia eleata</i>	50'	15'	24"		Remain	
13	1	Australian Pine	<i>Ptychosperma elegans</i>	50'	15'	24"	177'	Construction / Demo	
14	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Transplant	
Total d.b.h. Inches to be Removed						126"			
Total	5	Trees to be Removed					855		
Total	4	Trees to be Transplanted							



TREE BARRIER PROTECTION SECTION

NOT TO SCALE



TREE BARRIER PROTECTION PLAN

NOT TO SCALE

EXISTING TREE DISPOSITION PLAN

SCALE: 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

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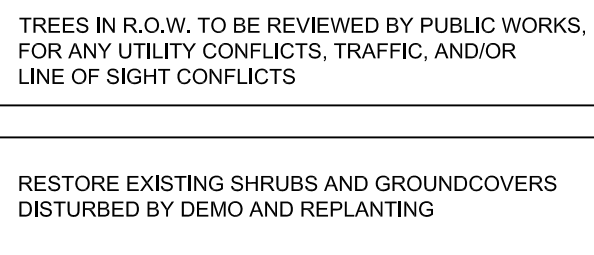
ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
EXISTING TREE
DISPOSITION PLAN

SCALE: 3/32" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER

LD-1



TOTAL SITE AREA = 22,366 SF
LANDSCAPE AREA REQUIRED = 4,473 SF [20% OF SITE AREA]
LANDSCAPE AREA PROVIDED = 5,075 SF [23%]

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL.
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN.
LICENSE NO. AR0017273

OWNER / DEVELOPER
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PROJECT MANAGER:
RILEA MANAGMENT, LLC
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SUSAN C. HOLLAND, PE
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LANDSCAPE ARCH.



**GEOMANTIC
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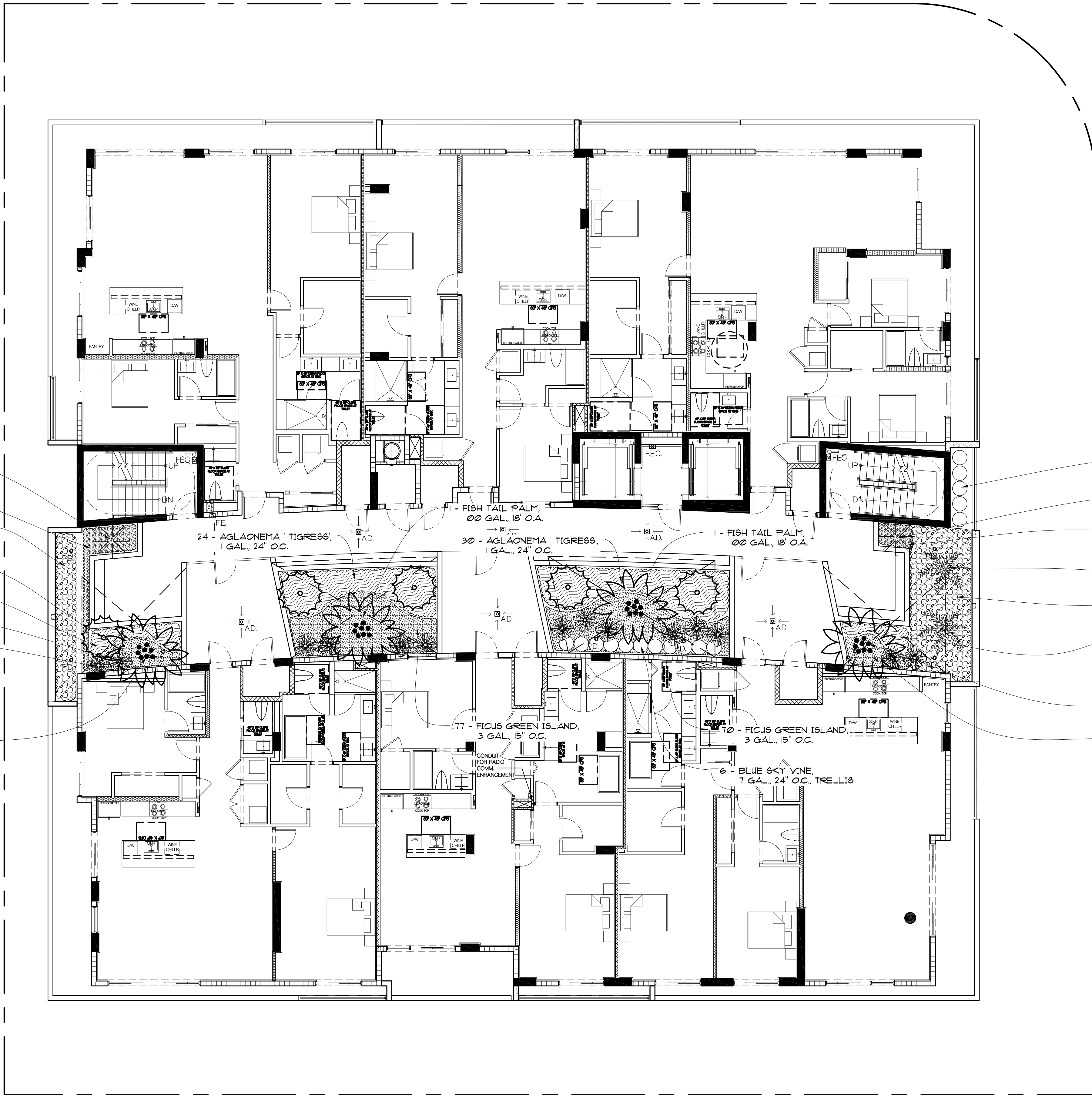
ATLANTIS
10281 WEST BAY HARBOR DRIVE
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BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE:

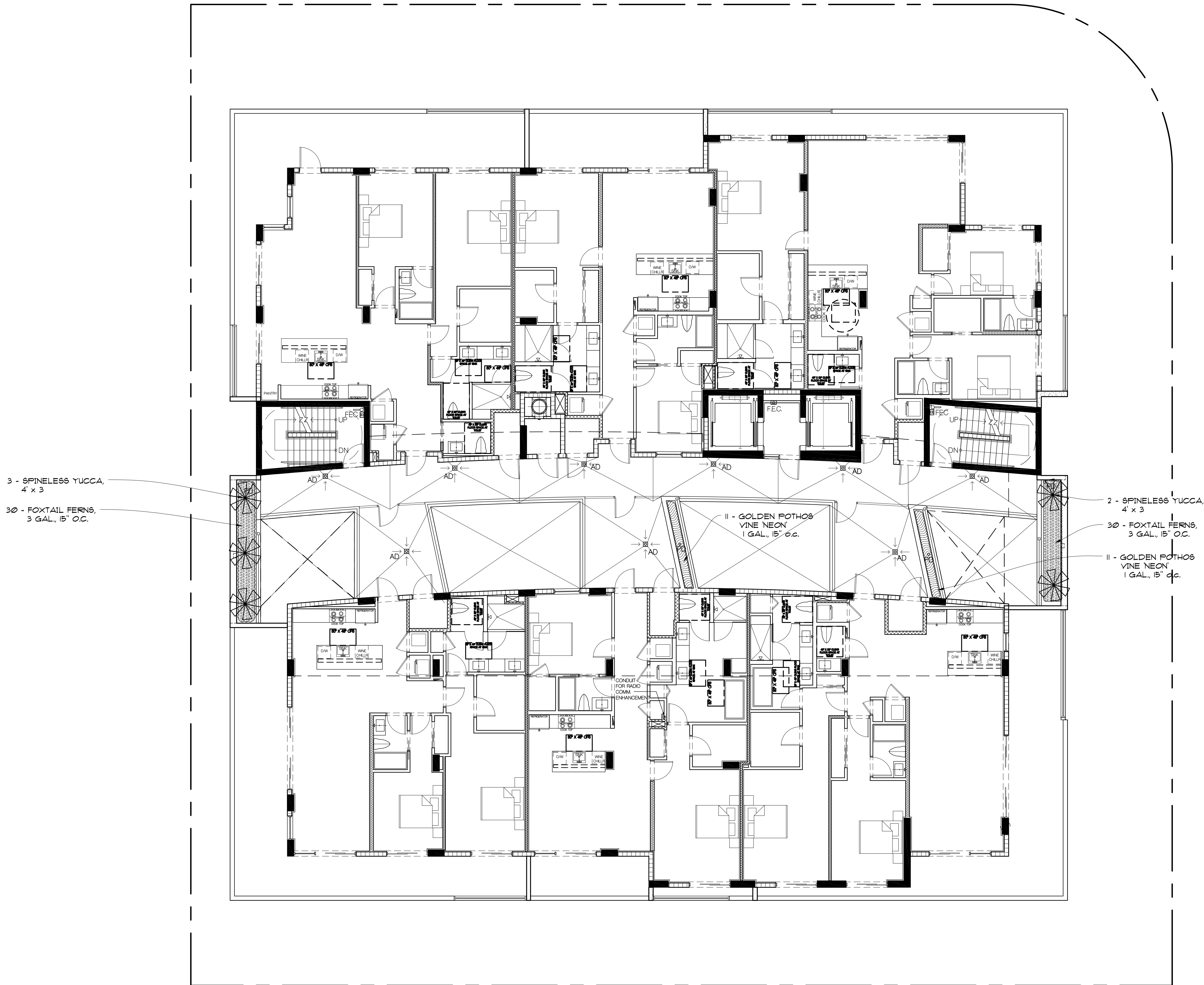
Ground Level Planting Plan	
SCALE 3/32" = 1'-0"	DATE NOVEMBER 1, 2017
SHEET NUMBER L-1	

NO.	REVISION	DATE	BY
1	APRIL 4, 2018		



120'-0" BUILDING LENGTH (120'-0" X 1/3 = 40'-0")

LEVEL 3 PLANTING PLAN
SCALE: 1/8" = 1'-0"



LEVEL 4 PLANTING PLAN ➡
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN, FISHMAN,
LICENSE NO. AR0017273
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LANDSCAPE ARCHITECTURE
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CELL NUMBER: 305.7485 PE NO. 35495

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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 3354

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE
**Level 4
Planting Plan**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER
L-3

3 - SPINELESS YUCCA,
4' x 3'

28 - FOXTAIL FERNS,
3 GAL., 15" O.C.

11 - GOLDEN POTHOS
VINE 'NEON'
1 GAL., 15" O.C.

2 - SPINELESS YUCCA,
4' x 3'

30 - FOXTAIL FERNS,
3 GAL., 15" O.C.

11 - GOLDEN POTHOS
VINE 'NEON'
1 GAL., 15" O.C.

LEVEL 5 PLANTING PLAN
SCALE: 1/8" = 1'-0"

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ARCHITECTS INC.
ARCHITECTS INTERIOR DESIGN

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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE
**Level 5
Planting Plan**

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER
L-4

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS INTERIOR DESIGN

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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

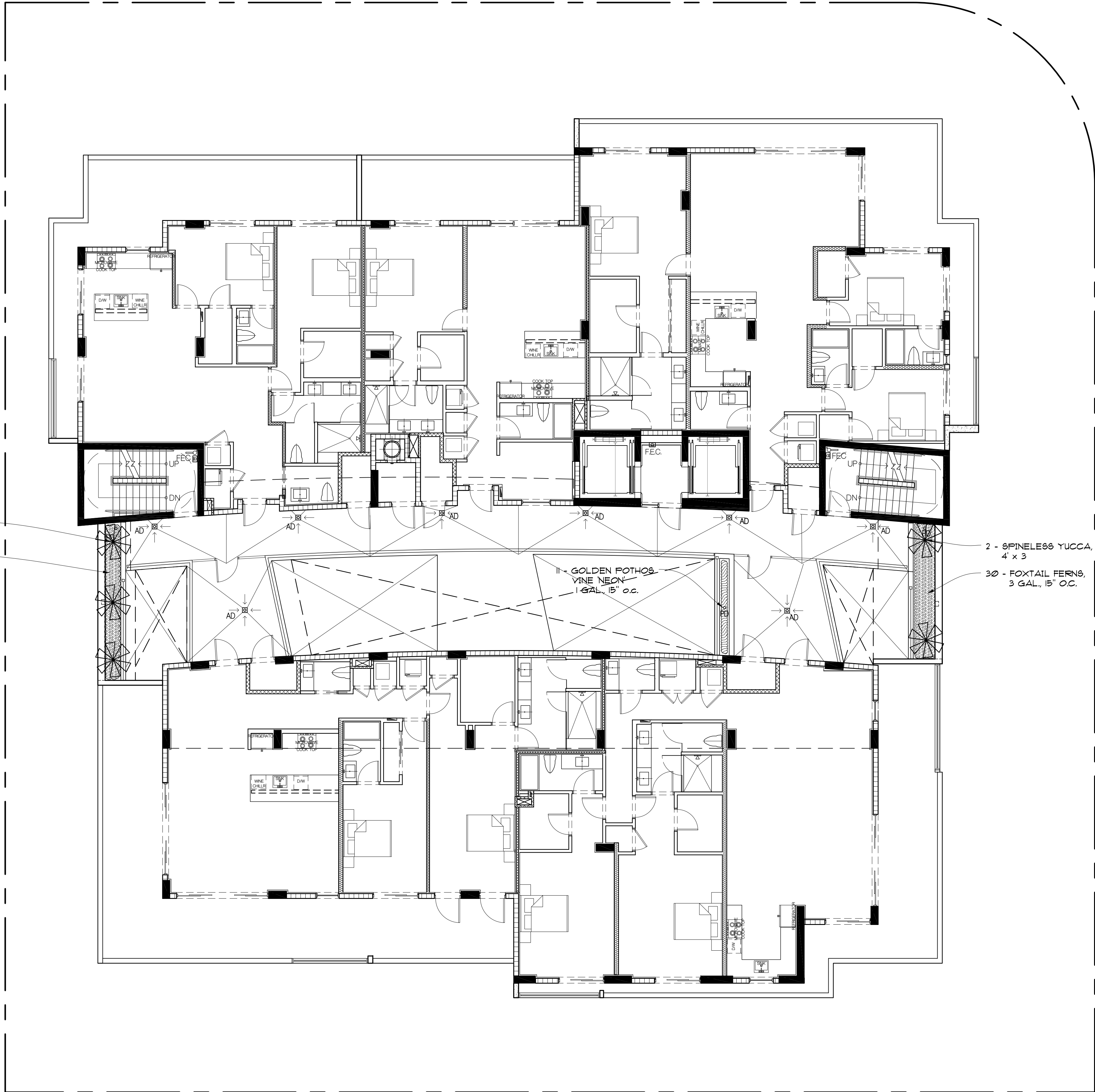
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE

Level 6
Planting Plan

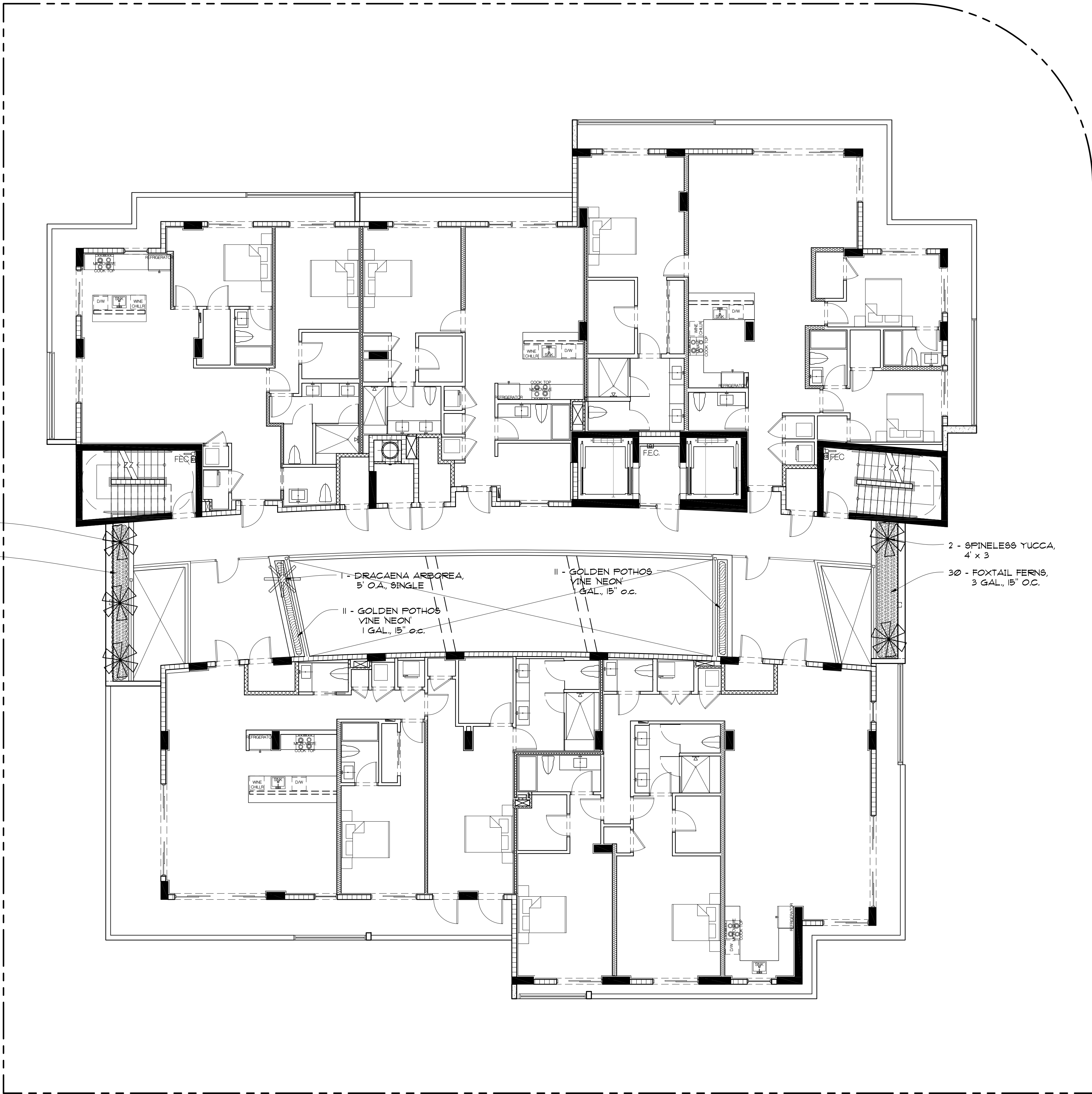
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-5

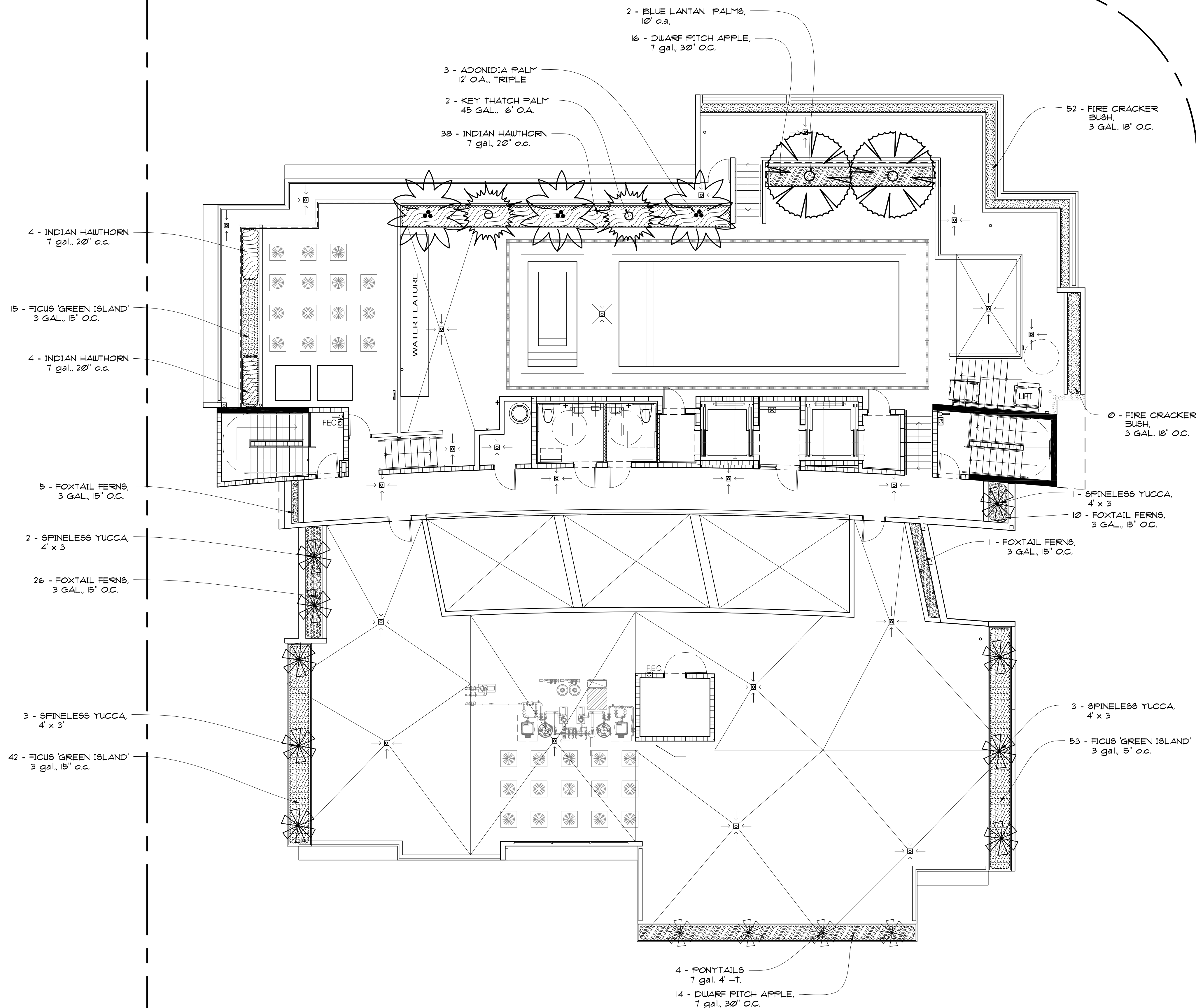


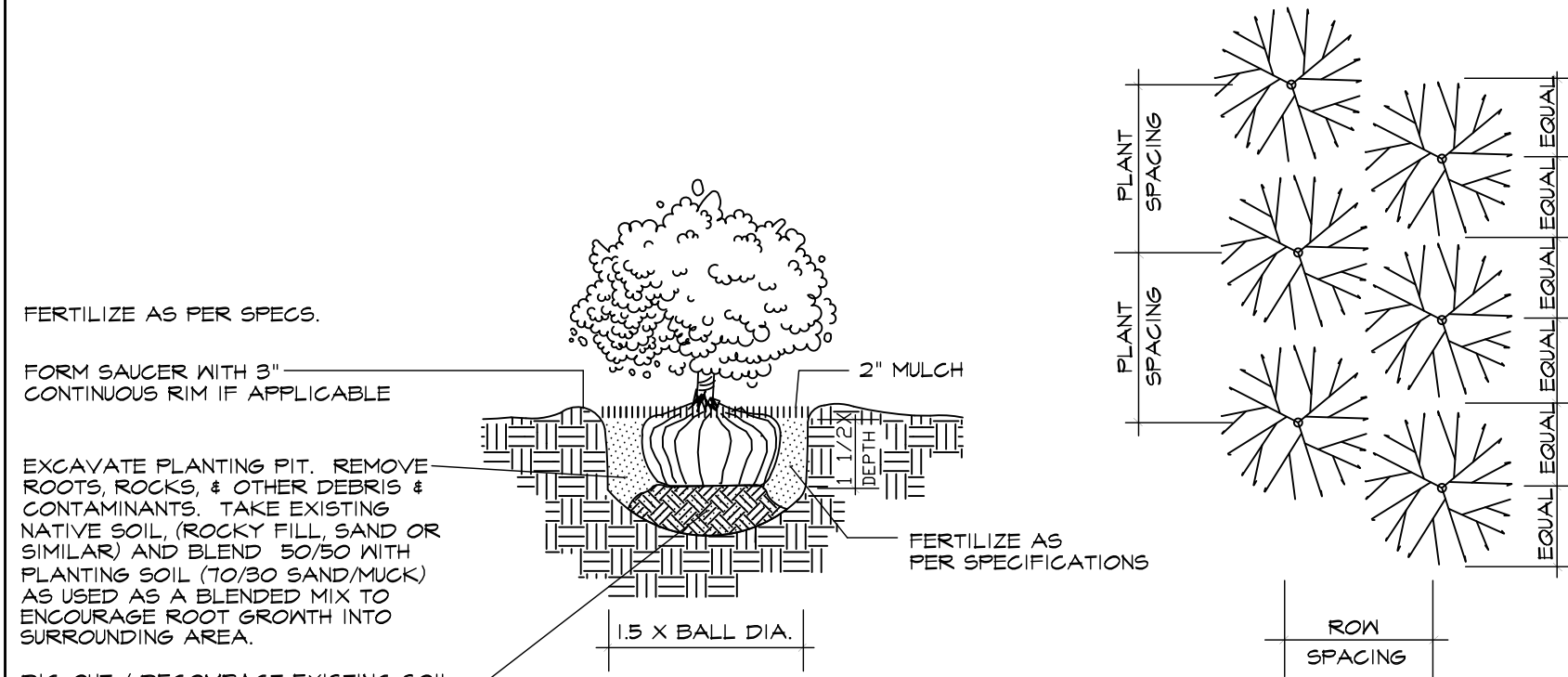
LEVEL 6 PLANTING PLAN
SCALE: 1/8" = 1'-0"

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

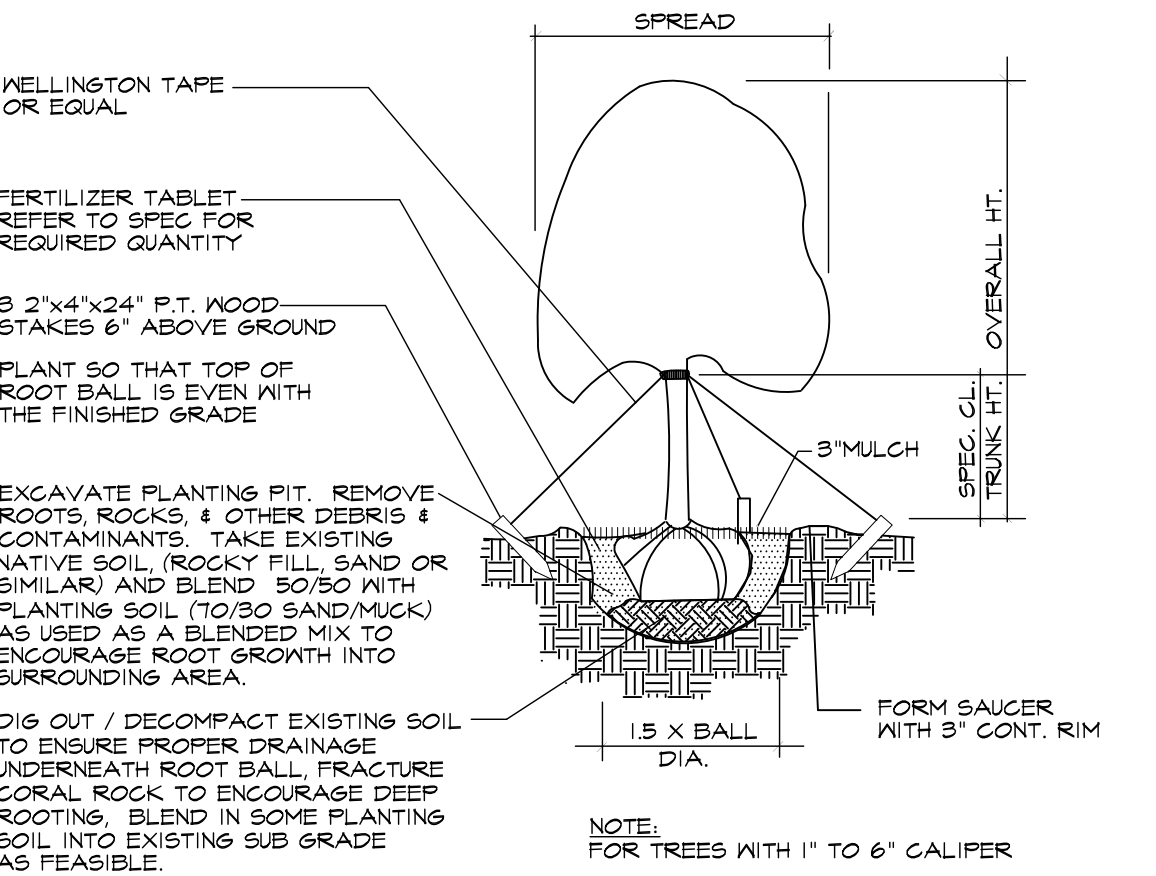
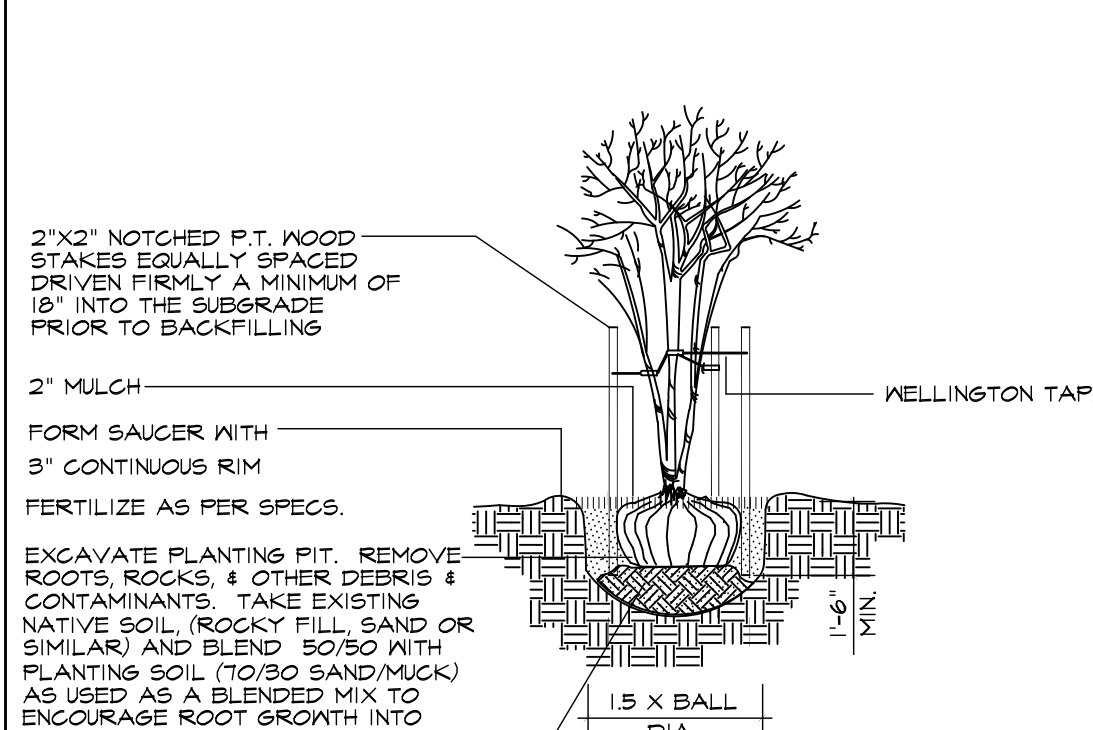


SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		



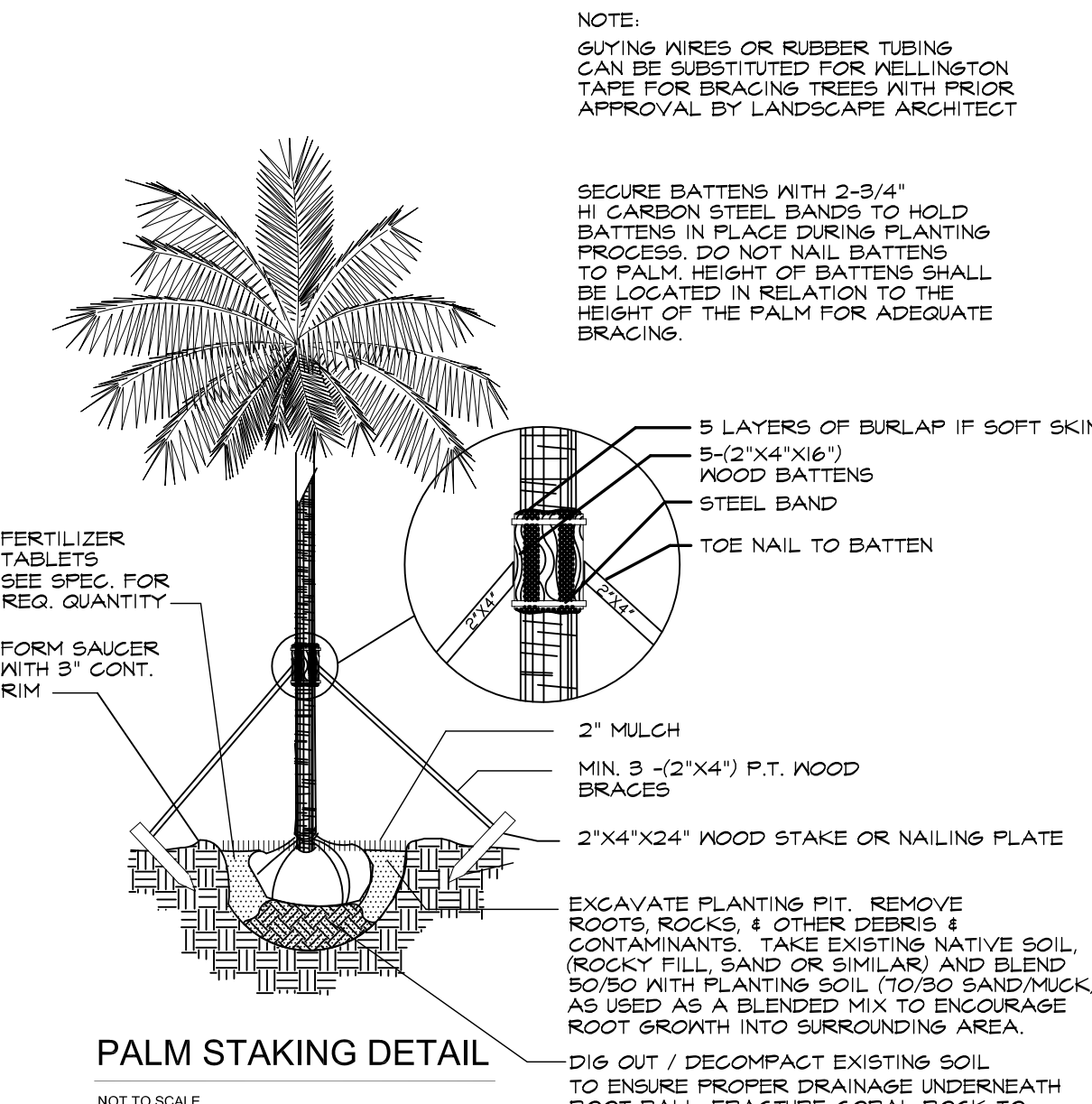
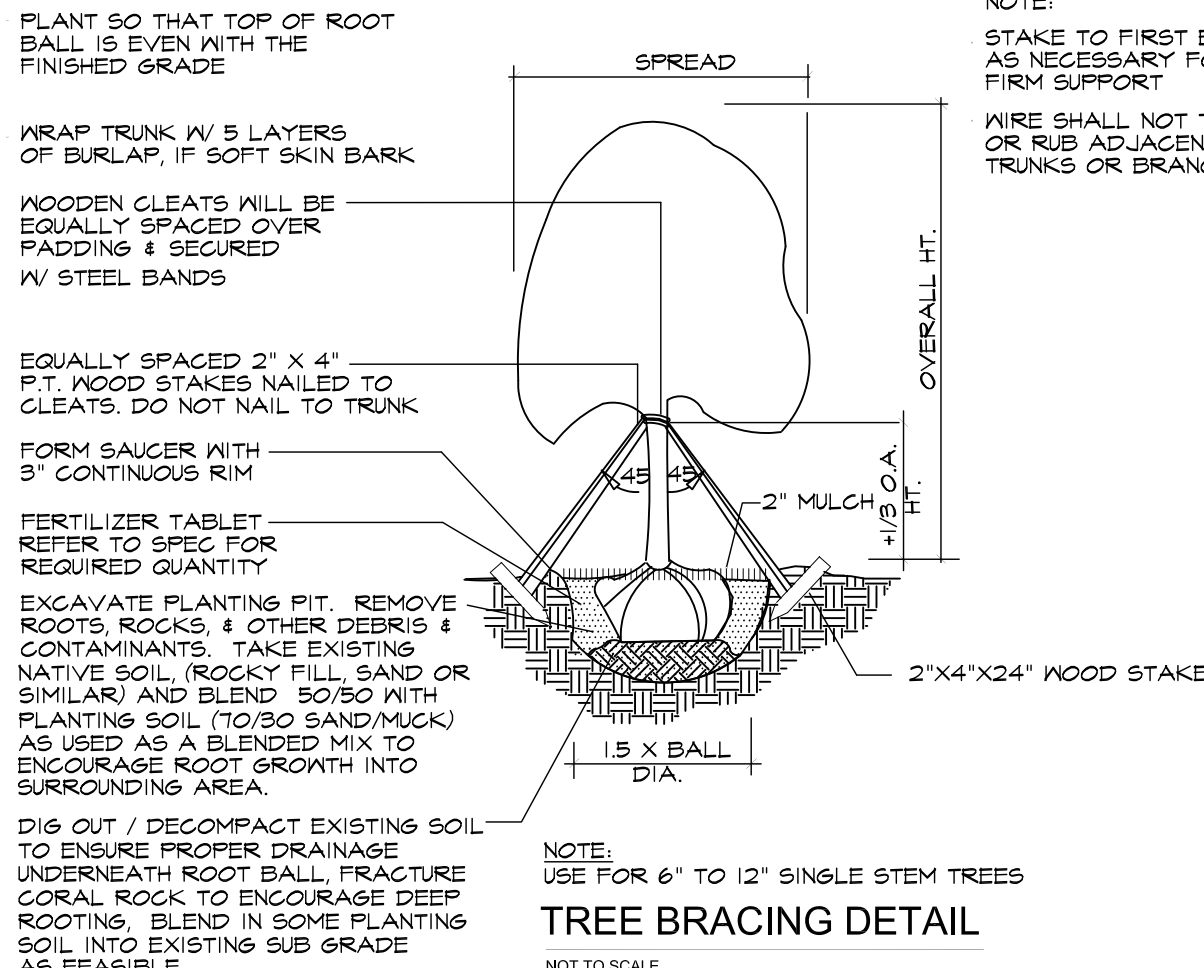
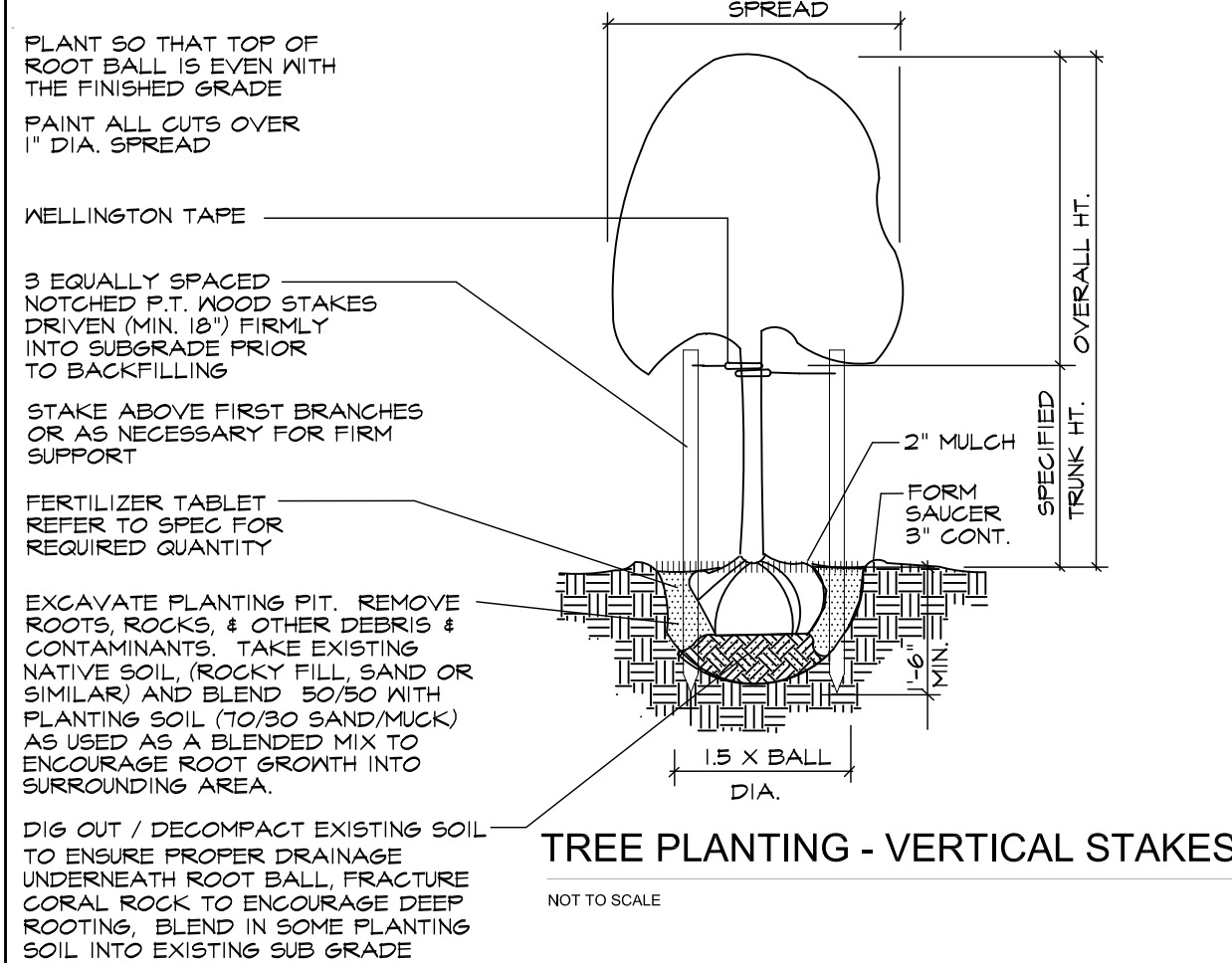


PLANT SPACING	ROW SPACING
12"	10.4"
18"	15.6"
24"	20.8"
30"	26.0"
36"	31.2"
48"	41.6"
60"	52.0"



NOTE: FOR TREES WITH 1" TO 6" CALIPER

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"	3	2 # 12	3 - 2 x 2



PLANTING DETAILS

SCALE: N.T.S.

NEW TREE - 1 YEAR MAINTENANCE PLAN

WATER:
ALL NEW TREES TO BE ON A AUTOMATED IRRIGATION SYSTEM WITH RAIN SENSOR.
1ST MONTH WATER EVERY DAY.
2ND THROUGH 6TH MONTHS - EVERY OTHER DAY.
7TH THROUGH COMPLETE YEAR - 2 TIMES A WEEK.
NOTE: ADJUST IRRIGATION DURATION TIMES TO ENSURE THAT TREE'S ROOT BALL IS COMPLETELY SATURATED WITH WATER. IRRIGATION WATER FREQUENCY AND DURATIONS MAY VARY DUE TO TIME OF YEAR AND CLIMATE CONDITIONS.

FERTILIZER:
USE A PALM 'SPECIAL' FERTILIZER, 8-2-12, FROM ATLANTIC FERTILIZER, 1 LBS. PER INCH CALIPER OF TREE EVERY 3 MONTHS.

MULCH:
INSPECT AND REPLACE MULCH AFTER 6 MONTHS WITH APPROVED EUCALYPTUS OR MELALEUCA MULCH ONLY. NO RED COLORED OR CYPRESS MULCH TO BE USED.

TRIMMING & PRUNING:
PRUNE ONLY CRITICAL BRANCHES (DEAD OR BROKEN).

STAKING AND BRACING:
INSPECT ALL TREE TIES AND STAKING AND ADJUST AS NEEDED. REMOVE ANY STAKING MATERIAL THAT IS IN CONTACT WITH TREE AFTER 6 MONTHS. BRACING TO BE REMOVED AFTER 6 MONTHS. PERIOD OF NO MORE THAN 6 MONTHS AFTER INITIAL PLANTING AS THE TREE SHOULD BE WELL ESTABLISHED BY THEN.

PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.) 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 phasing 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 "Geomantic Mix" planting soil. See soil specification.
- Planting soil specification: Geomantic 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.
- Root & Upper Terrace levels: Planting soil specification: Geomantic Root Planter Mix: 50% Coarse Orlona Sand, 20% Florida Peat, 20% Pinebark, 8% Rice Rock, 2% Marl.
- Fertilize all plants with Omocote "Sierra Blend" 8-10-10 1/2 hand full for 1 - 3 gallons, 1 hand full for 7-20 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 2-1/2" - 3" of Eucalyptus or Melaleuca mulch "Eco mulch". (No cypress or red color mulch).
- All sod areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All sod areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All plant material, excluding sod, 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 prescribed by Landscape contractor.
Notes: 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 must be on an automatic irrigation system from time of installation, with 100% coverage and 100% overlaps, with rain sensors per city codes. No hand watering.
- 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). 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 assure that all cementitious contaminants 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 sod areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 6" and add 2 min. 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 LA 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, break off large piece of existing coral rock, +/- 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 \$500 per caliper inch.
- Remove plastic, backfill with 50% existing soil blended with 50% planting soil plus 1/4 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 drenching, but are not a substitution.



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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE	DATE
NO.	REVISION
	DATE
	BY

DRAWING TITLE
Planting Details & Specifications

SCALE: N.T.S. DATE: NOVEMBER 1, 2017
SHEET NUMBER

Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet)

Multi-Family Residential / Townhouse Sites (RM-1, RM-2, RM-3)
Town Landscape Code (Sec. 24-16) & Miami-Dade Landscape Code (Chapter 18A)

Site Address 10281 West Bay Harbor Drive Legal Description _____

Net Lot Area 22,366 Acres / 0.513 SF

I. Open Space Requirement
1. Net Lot Area = 22,366 SF x 20% = 4,473 SF 20% / 4,473 SF 24 % / 5368 SF
(BHI – Sec. 23-11)

2. Maximum Lawn Area Allowed
(MDC – Sec. 18A-6(A)(5))
a. Req. open space 4473 SF x 60% = 2684 SF 60% Max / 2684 SF 10 % / 435 SF

II. Shade Trees

A. Required

1. 28 shade trees/acre: 28 x 0.513 acres = 15 15 18
(Min. 12" in height / 4" clear wood / 2 ½" caliper)
(Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees)
(MDC – Sec. 18A-6(C)(5)) and BHI Sec. 24-18

2. Native Species Required - 50% Min.
of shade trees req. 15 x 50% = 8 8 18
(BHI – Sec. 24-18(a)(2))

3. Drought Tolerant and Low Maintenance Species Require – 50% Min.
of shade trees req. 15 x 50% = 8 8 18
(MDC – Sec. 18A-6(C)(1)(b))

B. Tree Species

1. Number of shade trees required
(from Sec. (II)(A)(1) above) 15

2. Number of shade tree species required
(BHI – Sec. 24-16(a)(2)) 4 5

*See Following Table.

Page 1 of 3

Revised 12/09/14

Number of Different Tree Species based on Quantity

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

C. Tree Heights

1. Number of Stories of building 7

2. Number of shade trees required
(from Sec. (II)(A)(1) above) 15

3. Shade tree heights required: 12 ft. - _____ % or _____ shade trees
14-16 ft. - 28 % or 5 shade trees
16-18 ft. - 50 % or 9 shade trees
18-20 ft. - 22 % or 4 shade trees

Size of Tree Species in Relationship to Building Height

No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
☐ 1-2	12	5	14-18
☐ 3	50% min. req.	5	14-18
	50% 14-18	6	18-22
☐ 4	50% min. req.	5	14-18
	25% 14-18	6	18-22
	25% 16-18	7	22-28
☒ 5 plus	25% min. req.	5	14-18
	50% 16-18	7	22-28
	25% 18-20	8	22-28

(BHI – Sec. 24-16(a)(2))

III. Street Trees

1. Street Trees @ 1:35' 5 5 6
Width of lot 150' / 35' = _____
(15' min height / 6" clear wood / 2 ½" caliper)
(Street tree species determined by Street Tree Master Plan)
(Street trees do not count toward required on site shade trees)
(BHI – Sec. 24-16(a)(2)(a))

Page 2 of 3

Revised 12/09/14

IV. Shrubs Required
1. 10 shrubs required per shade tree
(Min. 24" in height / visual screen min. 36" in height / max 24" on center)
(BHI – Sec. 24-18(a)(2)(d)) 150 520

2. Native Species Required - 30% Min.
(MDC – Sec. 18A-6(D)(1)(a)) 45 440

3. Drought Tolerant and Low Maintenance Species Required – 50% Min.
(MDC – Sec. 18A-6(D)(1)(b)) 75 1017

V. Buffers (If applicable)
(BHI – Sec. 24-18)

1. Parking Lot from ROW N/A N/A
(yes / no) (yes / no)

2. Dissimilar Uses N/A N/A
(yes / no) (yes / no)

VI. Parking Lot Landscaping (If applicable)
1. 10 SF / parking space:
10 x _____ spaces = _____ SF
(MDC – Sec. 18A-6(J)) N/A N/A

2. Shade Trees Required
(MDC – Sec. 18A-6(J)) N/A N/A

3. Shrubs Required
(MDC – Sec. 18A-6(I)) N/A N/A

VII. Right Tree Right Place
(BHI – Sec. 24-18(a)(2)(f))

1. Number of trees near power lines
(See attached FPL guidelines) N/A

VIII. Florida Friendly Landscaping
(MDC – Sec. 18A-2(A))

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

Page 3 of 3

Revised 12/09/14

TABULAR SHEETS
SCALE: N.T.S.

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN, FISHMAN,
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887



1200 BRICKELL, SUITE 800, FL 33131
(786)558.0157 – (569) 9822.0592
W W W . B U R O T T O . C L
C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER

RILEA MANAGEMENT, LLC
1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 6 4

CIVIL ENGR.

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.
4000 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9608 FAX: 305-668-8426

STRUCTURAL ENGR.

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3553 N.E. 103 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33150
PHONE NO. (305) 940-2088 FAX NO. (305) 940-3273
CE NUMBER: 0007485 P.E. NO. 35490

MEP ENGR.

J & P ENGINEERING GROUP
MIAMI, FLORIDA CEP-0000788
3553 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 436-9392 FAX (305) 436-9072
E-MAIL: JGP@MAMBELLSOUTH.NET
JOSE G. PUG SR. FLORIDA P.E. # 47817
JOSE G. PUG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE:

Tabular Sheets

SCALE: N.T.S. DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-9

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units from Northern Star Condo Association (9725-9745 Bay Harbor Terrace) to Atlantis 103, LLC (10281 West bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The Town Clerk's Office received a Transfer of Development Rights (TDR) application on April 25, 2018 for a private transaction of four (4) dwelling units. The receiving site (Atlantis 103, LLC) received site plan approval from the Planning & Zoning Board on March 21, 2017 to construct a twenty eight (28) multi-family residential development.

Donor Site: 9725 - 9745 Bay Harbor Terrace (Northern Star Condo Association)

Receiving Site: 10281 West Bay Harbor Drive (Atlantis 103, LLC)

Number of units:4

Price per unit: \$58,000

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if any TDR transaction is approved by the Town Council, the Town Attorney prepare 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. Northern Star to Atlantis 103 LLC (4 TDR's) BHI Application (EXECUTED)
2. Northern Star to Atlantis 103 LLC (4 TDR's) Sales Contract (EXECUTED)
3. ATLANTIS 103, LLC Warranty Deed (Proof of Ownership)
4. Atlantis 103 - Receiver Parcel Survey
5. Survey donor site 9725BHT
6. BHI Private Atlantis - Northern Star 4- TDR Report Fax - June 1 2018
7. Code -Northern star Condominium TDR 5.7.18

8. Bldg. Report Northern Star to Atlantis 103 LLC (4 TDR's).msg
9. 10281 WBDR - Atlantis 103, LLC



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: 4/25/18 TDR UNIT COST: \$ 58,000
TDR UNITS REQUESTED 4 PROJECT TOTAL UNITS 28
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name Atlantis 103, LLC c/o Brian M. Rokaw, Esq.		
Phone (305-722-5888 , Ext. 101)	brokaw@bmrlawfirm.com	Fax () 888-686-7885
Address 7657 NW 50th Street		
City and State Miami, Florida		Zip Code 33166
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Atlantis 103, LLC		
Phone () 305-592-2526	Iseligman@rbsinvestment.com Fax () 305-592-7887	
Address 7657 NW 50th Street		
City and State Miami, Florida		Zip Code 33166
Property Address/Location 10281 West Bay Harbor Drive		
Legal Description: LOT(S) 6-7 BLOCK 5		
Folio Number 13-2227-001-1150 & 13-2227-001-1160	Current Zoning RM-2	
Property size 22,500 sq ft	Purchase date August 5, 2016	
Existing use of the property None / Vacant Lots		
Describe Existing Structure on Property None / Vacant Lots		
Dwelling units to be received 4		
Total Dwelling units including TDR 28 units		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval March 21, 2017

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 Northern Star Condominium Association, Inc.		
Phone () 305-528-2700	jacob@terrabellarealty.com	Fax ()
Address 1065 96th St #2A		
City and State Bay Harbor Islands, Florida		Zip Code 33154
Property Address/Location 9725-9745 Bay Harbor Terrace, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 7-9 BLOCK 10		
Folio Number 13-2227-106-0001	Current Zoning RM-2	Year built 1957
Property size	Purchase date N/A	
Existing use of the property Multi-family condo		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank 4		
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 RECEIVER SITE: Atlantis 103, LLC / Blanco Surveyors, Inc. - Adis N. Nunez		
Address 555 North Shore Drive, Miami, FL 33141		
Phone () 305-865-1200	blancosurveyorsinc@yahoo.com	Fax () 305-865-7810

Name of Surveyor DONOR SITE: Northern Star Condo Assoc. / Blanco Surveyors, Inc.		
Address 555 North Shore Drive, Miami, FL 33141		
Phone () 305-865-1200	blancosurveyorsinc@yahoo.com	Fax () 305-865-7810

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
- ☐ Steps
- ☐ Pool/Recreation facilities
- ☐ Electrical System
- ☐ Roofing
- ☐ Windows
- ☐ Railings
- ☐ A/C equipment
- ☐ Doors
- ☐ Landscaping
- ☐ Fences/Walls
- ☐ Roof mounted equipment/screening
- ☐ Elevators
- ☐ Parking area
- ☐ Plumbing

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)

02/28/18
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of February, 2018,
by Santoso Deligman on behalf of
Atlantis 103, LLC, a Florida (corporation) (partnership) (Other:
personally known.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



Lelda G. Toro
Commission # GG102116
Expires: May 8, 2021
Bonded thru Aaron Notary

[Signature]
Notary Public, State of Florida

Print Name: LEIDA G. TORO

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: _____

RECEIVER 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: _____

DONOR SITE

Signature of Owner (Applicant) _____ 2/28/18
Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of Feb, 2018,
by DINO JACOB BAGDADI on behalf of
NORTHERN STAR COND. ASSOC., 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:
 **ALLEN SELZNICK**
Commission # GG 173024
Expires February 2, 2022
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Print Name: Allen Selznick

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 8th day of January, 2018, ("Effective Date") by and between Northern Star Condominium Association, Inc., a Florida not-for-profit corporation and/or its assigns ("Seller"), and ATLANTIS 103, LLC, a Florida limited liability company and/or its assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of four (4) transfer of development rights (the "Northern Star Condominium Association TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town Zoning Regulations governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is owner of the real property located in the Town more particularly described in Exhibit B attached hereto (the "Receiving Parcel");

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town on March 21, 2017 for improvements on the Receiving Parcel consisting of a multi-story residential building comprised of 28 residential units and ancillary parking and amenities (the "Approved Site Plan");

WHEREAS, Buyer desires to purchase four (4) of the Northern Star Condominium Association TDR Units from Seller, and Seller desires to sell four (4) of the Northern Star Condominium Association TDR Units to Buyer, on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, each of the Parties agrees as follows:

1. **Purchase of TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Northern Star Condominium Association TDR Units upon the terms and conditions hereinafter set forth.

2. Purchase Price and Deposit.

(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer shall deposit in escrow with the law offices of Brian M. Rokaw, P.A., located 4070 Laguna Street, Coral Gables, Florida 33146 ("Escrow Agent") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager, or designee, approving in writing the eligibility of transfer by Seller to Buyer of the Northern Star Condominium Association TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

(b) The purchase price of the Northern Star Condominium Association TDR Units is Fifty Eight Thousand (\$58,000.00) per TDR unit (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. Closing. Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the Northern Star Condominium Association TDR Units under this Agreement shall take place on or before April 30, 2018 on a date that is mutually agreed upon by the parties but no sooner than five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of all of the Northern Star Condominium Association TDR Units to the Receiving Parcel, at the law offices of Brian M. Rokaw, P.A., Attorney ("Escrow Agent") located 4070 Laguna Street, Coral Gables, Florida 33146. Seller agrees that, at the option of Buyer, the Closing may take place as an escrow closing in order to accommodate the acquisition by Buyer of some or all of the Remaining Required TDR Units for Development simultaneously with the Closing.

BUYER shall pay the cost of recording the instrument of transfer of the Northern Star Condominium Association TDR Units and documentary stamps assessed thereon, if any.

SELLER shall pay for the TDR application fee to the Town of Bay Harbor Islands.

SELLER shall pay the cost of recording the Restrictive Covenant (hereinafter defined).

Each party shall be responsible for paying their own attorneys fees related to the submission, approval, and closing of this transfer.

4. **Additional Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

- (a) If the Town refuses or fails to schedule a hearing of the Town Council to occur on or before March 30, 2018 for the approval of the transfer of the Northern Star Condominium Association TDR Units from the Donor Parcel to the Receiving Parcel;
- (b) If the transfer of the Northern Star Condominium Association TDR Units from the Donor Parcel to the Receiving Parcel has not been approved by affirmative resolution of the Town Council, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date herein; and
- (c) If the Donor Parcel shall not be in compliance with current code requirements as determined by the Town under the TDR Ordinance, Seller shall have ninety (90) days from the date it is advised of the deficiencies in the Property to bring the Property to code.

If the Town refuses or fails to approve all four (4) TDR Units from the Donor Parcel to the Receiving Parcel, Seller shall have the option to terminate this Agreement upon which the parties shall be released from all obligations and liabilities under this Agreement.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of Termination Event (a)-(c) above, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement. The rights set forth under this Section 4 shall not be applicable to Purchaser in the event of a Force Majeure event as such event is described in Section 14 below.

5. **Covenants, Representations and Warranties of Seller.** Seller hereby agrees, covenants, represents and warrants to Buyer as follows:

- (a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the Northern Star Condominium Association TDR Units.
- (b) Seller has good, valid and marketable title to the Northern Star Condominium Association TDR Units, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.
- (c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

(e) Within five (5) business days of the Effective Date, Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the Northern Star Condominium Association TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

7. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the Closing or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Buyer in its sole and absolute discretion):

(a) Seller shall have fully performed each covenant and agreement to be performed by Seller un this Agreement and each representation and warranty made in this Agreement by Seller shall be complete, true and accurate as of the Closing Date;

(b) The final binding and non-appealable approval by the Town of the transfer of the Northern Star Condominium Association TDR Units to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the Northern Star Condominium Association TDR Units to the Receiving Parcel, and final binding and non-appealable approval by Town Council of all TDRs required as a condition of the Approved Site Plan;

(c) There shall be no development or building moratoria in effect with regard to the Receiving Parcel as of the Closing Date; and

(d) The Approved Site Plan shall remain in full force and effect.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

8. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

- (a) Execute and deliver the closing statement; and
- (b) Pay the portion of the Purchase Price described in paragraph 2(b).
- (c) Any and all other documents as may be reasonably requested by Seller to be delivered by Purchaser pursuant to this Contract;
- (d) A Closing Statement.

9. **Seller's Obligations at Closing.** Buyer shall execute and deliver the following documents to Buyer at the Closing:

- (a) The closing statement;
- (b) That certain Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit C (the "Assignment"), by Northern Star Condominium Association, Inc.
- (c) A Restrictive Covenant in recordable form restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content acceptable to the Town Attorney (the "Restrictive Covenant");
- (d) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;
- (e) Such proof of Seller's authority and authorization to enter into this transaction as may be reasonably required by Buyer; and
- (f) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

10. **Escrow Agent.** In the event a dispute arises between the parties regarding the Deposit, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may, in its sole discretion, continue to hold the Deposit until all parties mutually agree to release thereof or until an order or a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Alternatively, Escrow Agent may, in its discretion, deposit the Deposit with the Clerk of the Circuit Court of Miami-Dade County, Florida (the "Clerk") pursuant to interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Deposit and for the release of the same in accordance with this Agreement. The Escrow Agent shall not be liable for any action done or omitted by it or for any action which it may in good

faith do or refrain from doing in connection with this Agreement. The Escrow Agent will incur no liability for relying on any signature or signatures of Buyer or Seller, their agents, directors or employees, their purported authority to act, the genuineness of such signatures, or as to the truth and accuracy of any information contained therein. Buyer and Seller hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, attorneys fees, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur as Escrow Agent or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement, except for matters resulting from Escrow Agent's gross negligence or willful misconduct. Buyer and Seller expressly request that the Escrow Agent act pursuant to this Agreement.

11. **Default by Seller.** In the event that Seller defaults in the observance or performance of its covenants and obligations hereunder, Buyer may, at its option, elect to bring an action to enforce specific performance of this Agreement against Seller or elect to terminate this Agreement and receive a full refund of the Deposit.

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.

13. **No Third Party Beneficiary.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Buyer and Seller.

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Broker"), Markus Frankel, Broker, 1166 Kane Concourse, Suite 200, Bay Harbor Islands, Florida 33154, who is a transaction broker and who will be compensated by Seller. Seller shall pay to Broker a brokerage commission in the amount equal to 5.000% [FIVE PERCENT] of the Purchase Price which is to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

15. **Force Majeure.** The performance by either party to this Agreement of its obligations (except the obligation to pay the Deposit or other sums of money) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not

limited to: acts of the other party, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood, hurricane, or other casualty, failure of power, shortage of labor material, governmental regulation or restriction (including extraordinary delay in the issuance of any permit) and unusually inclement weather conditions. Events beyond a party's control shall not include a change in economic or market conditions, or financial or internal problems of the non-performing party or problems that can be satisfied by the payment of money.

16. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the Constitution of the United States or the State of Florida or under any foreign jurisdiction, under any statutes regarding or rules of civil procedure applicable in any state, federal, or foreign legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of such waiver of right to trial by jury. The parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other related document to which they are a party) and that this provision is a material inducement for the Seller's accepting this Agreement. By waiving a jury trial, the parties intend claims and disputes to be resolved by a judge acting without a jury in order to avoid the delays, expenses and risks of mistaken interpretations which each party acknowledges to be greater with jury trials than with non jury trials.

17. **Miscellaneous.**

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

(b) Notices. All notices required or allowed by this Agreement shall be delivered at the following addresses:

To Buyer: Atlantis 103, LLC
7657 NW 50th Street
Miami FL 33166
Attn: Sam Sami and Lautaro Seligman

With a copy to: Markus Frankel/SMRC
1166 Kane Concourse, Suite 200
Bay Harbor, FL 33154

-AND-

Brian M. Rokaw, P.A.
4070 Laguna Street
Coral Gables, FL 33146

To Seller: Northern Star Condominium Association, Inc.
9725-9745 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Attn: Dino Jacob Bagdadi, President

With a copy to: Robert Yaffe, P.A.
11900 Biscayne Boulevard, Suite 806
Miami, FL 33181

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by a recognized courier, delivery service such as Federal Express, or postmarked by the U.S. Postal Service; provided, however, a copy of said notice shall also be transmitted via facsimile or email on the date of delivery to any of the above.

(c) Attorney's Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover such attorney's fees, court costs and expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled as determined by the court. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

(d) Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(e) Assignment by Buyer. Buyer shall have the right to assign this Agreement without the prior written consent of Seller.

(f) Effective Date of this Agreement. The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party, or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.

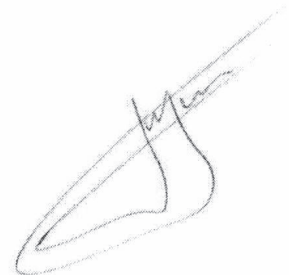
(g) Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed.

and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns

(i) Time Periods. If the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

[SIGNATURE PAGE TO FOLLOW]

A handwritten signature in dark ink, appearing to be a stylized 'J' or 'L' followed by a flourish, located in the lower right quadrant of the page.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

Northern Star Condominium Association, Inc., a
Florida not-for-profit corporation

By: _____

Dino Jacob Bagdadi, President

Date: _____

1/24/18

BUYER:

Atlantis 103, LLC, a Florida limited liability
company

By: _____

Lautaro Seligman, Vice President

Date: _____

Jan 8/2018

EXHIBIT A

Northern Star Condominium Association, Inc. Legal

Lots 7-9, Block 10, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

A/K/A: Northern Star Condominium Association, Inc., Folio number 13-2227-106-0001

EXHIBIT B

Receiving Parcel Legal

Land Use Designation: MH-Medium-High Density Residential

FOLIO(S): 13-2227-001-1150 & 13-2227-001-1160

Zoning District: RM-2 Multiple Family District

General Location: 10281 West Bay Harbor Drive

Legal Description: Lots 6 and 7 of Block 5, "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.

EXHIBIT C

[FORM OF QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.

Property Tax Folios #: _____

------(Space above this line for recording data)-----

QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS

THIS QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS ("Assignment") is entered into this _____ day of _____, 2014, by Northern Star Condominium Association, Inc., a Florida not-for-profit corporation ("Seller"), in favor of _____ ("Buyer").

BACKGROUND

WHEREAS, Seller and Buyer entered into a Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Seller has agreed to transfer its interest in certain development rights in the Town of Bay Harbor Islands, Miami-Dade County, Florida, as more particularly described and evidenced on Exhibit A attached hereto (the "Northern Star Condominium Association TDR Units").

WITNESSETH:

NOW THEREFORE, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, grant, bargain and convey unto Buyer, its successors and assigns, all of the Northern Star Condominium Association TDR Units so that the Northern Star Condominium Association TDR Units shall be allocated to the real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida as more particularly described in Exhibit "B" attached hereto.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Seller hereby represents and warrants to Buyer that Seller has the full right and authority to execute and deliver this Assignment to Buyer and to assign, grant, bargain and convey the Northern Star Condominium Association TDR Units to Buyer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Seller agrees to cooperate with Buyer and to execute such other documents, instruments, and writings as may be reasonably requested by Buyer or that are necessary or desirable to further document or effect the intent of this Assignment.

This Assignment may be executed in counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same Instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

Signed, Sealed and Delivered,
in the presence of:

SELLER:

Print Name: _____

Northern Star Condominium Association,
a Florida not-for-profit corporation

Print Name: _____

By: _____
Dino Jacob Bagdadi, President

[ADD ACKNOWLEDMENT]

Prepared by and when recorded return to:

Daniel P. Faust, Esq.
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131

Tax Folio Number(s): 13-2227-001-1150
13-2227-001-1160

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of August 5, 2016 by **SOROSH, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166, in favor of **ATLANTIS 103, LLC**, a Florida limited liability company ("**Grantee**"), whose mailing address is 7657 NW 50th Street, Miami, Florida 33166.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee, and Grantee's successors and assigns, forever, the following real property lying and being in the County of Miami-Dade, State of Florida (the "**Property**"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Taxes for the year 2016 and thereafter, not yet due and payable;
2. Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority; and
3. Those certain restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of the same to the extent any of the foregoing have been released, expired, or are in anyway or wise no longer legally enforceable.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described Property in fee simple forever.

AND Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor, but none others.

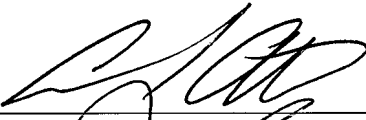
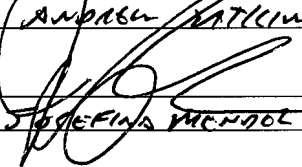
[Signature(s) on following page.]

{38286379;1}

Note to Examiner: The conveyance evidenced by this deed represents a transfer of unencumbered real property from a limited liability company to a limited liability company indirectly owned (in the same ownership percentage) by the same beneficial owner of the Grantor. No consideration has been given to Grantor in connection with this conveyance. Accordingly, this deed represents a mere change in the form of ownership, and only minimum Florida documentary stamp tax is due in connection with this deed. See Crescent Miami Center LLC v. Department of Revenue, 903 So.2d 913 (Fla. 2005).

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of the date first above written.

WITNESSED BY:


Name: ANDREW WATKINS

Name: JOSEFINA MENDEZ

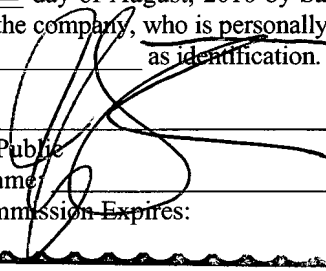
GRANTOR:

SOROSH, LLC,
a Florida limited liability company

By: 
Name: Sam Sami
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2 day of August, 2016 by **Sam Sami**, as **Manager** of Sorosh, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.


Notary Public
Print Name: _____
My Commission Expires: _____

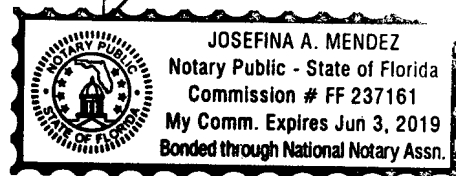


EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 & 7, Block 5, 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.

LOCATION SKETCH SCALE: NTS

WEST BAY HARBOR DRIVE

103rd STREET

8	7
9	6
10	5
11	4

TREE CHART

No.	NAME	DIAMETER	SPAN	HEIGHT
1	PALMETTO PALM	1"	10'	12'
2	GUMBOLBO TREE	1"	17'	25'
3	PORTIA TREE	4"	45'	30'
4	PALMETTO PALM	1"	10'	30'
5	MANGO TREE	0.8"	7'	15'
6	PALMETTO PALM	1"	7'	15'
7	PALMETTO PALM	1"	7'	15'
8	UMBRELLA TREE	3"	20'	30'
9	FIGUS TREE	0.8"	7'	28'
10	PALMETTO PALM	1"	10'	20'
11	ROYAL PALM	2.5"	10'	50'
12	ROYAL PALM	2.5"	10'	50'
13	PINE TREE	2"	7'	50'

ALTA SURVEY

Property Address: 1170 103rd St., Bay Harbor Islands, FL 33154.
10281 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Certified To: Atlantis 103, LLC; Akerman LLP; First American Title Insurance Company.

Survey done according to First American Title Insurance Company File No.: 1062-3544022

- Schedule B-II title exception # 12 affects the property and is plotted hereon.
- All other Schedule B-II title exceptions are blank in nature and not plottable.
- There are no encroachments on the property.

Legal Description: Lots 6 and 7, Block 5, 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.

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • L.B. # 0007055

555 NORTH SHORE DRIVE

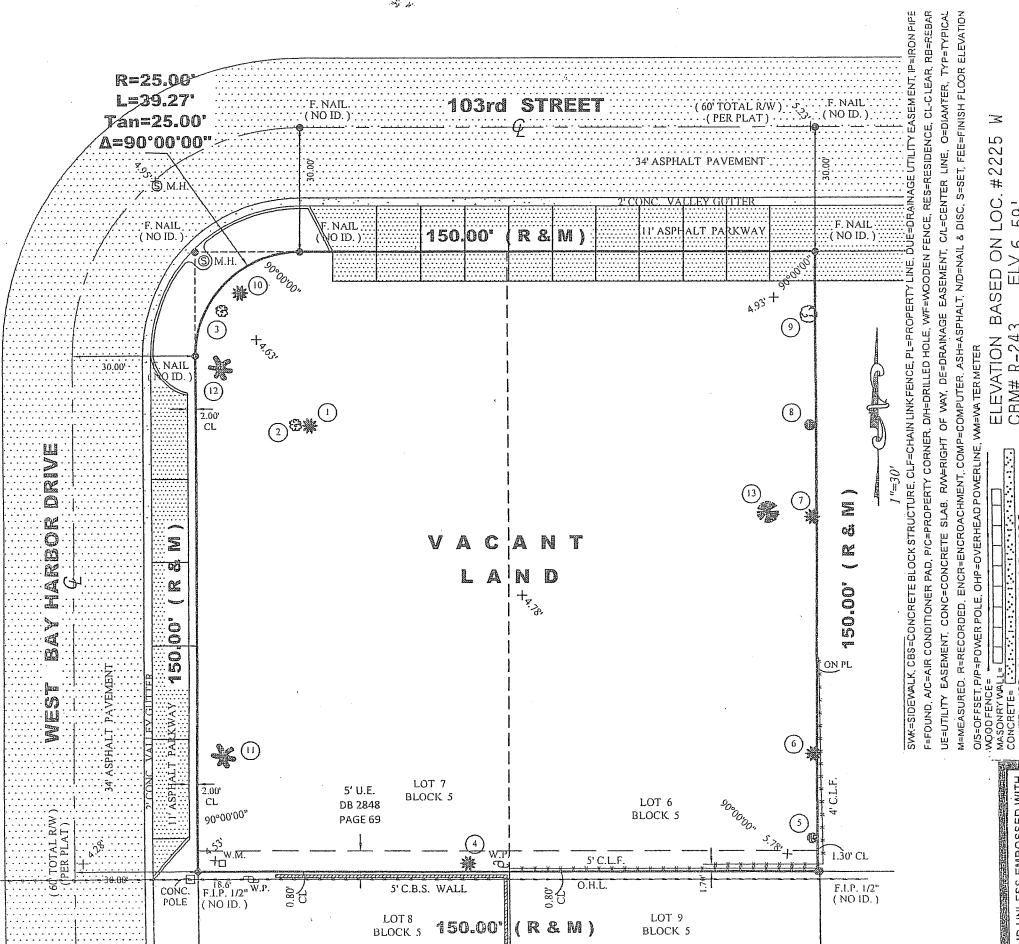
MIAMI BEACH, FL 33141

(305) 865-1200 Email: blanco.surveyors@ymail.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09	BASE: 9'
PANEL: 0144	COMMUNITY #	120637	
DATE: 4/27/16	SCALE: 1" = 30'	DWN. BY: F. Blanco	JOB NO: 16-394

I HEREBY CERTIFY That the survey represented hereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027, Florida Statutes. There are no encroachments, overlaps, easements on the plat or visible easements other than as shown hereon.

Adis N. Nunez
ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

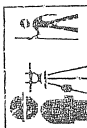


ELEVATION BASED ON LOC. #2225 W
CBM# R-243 ELV. 6.59'

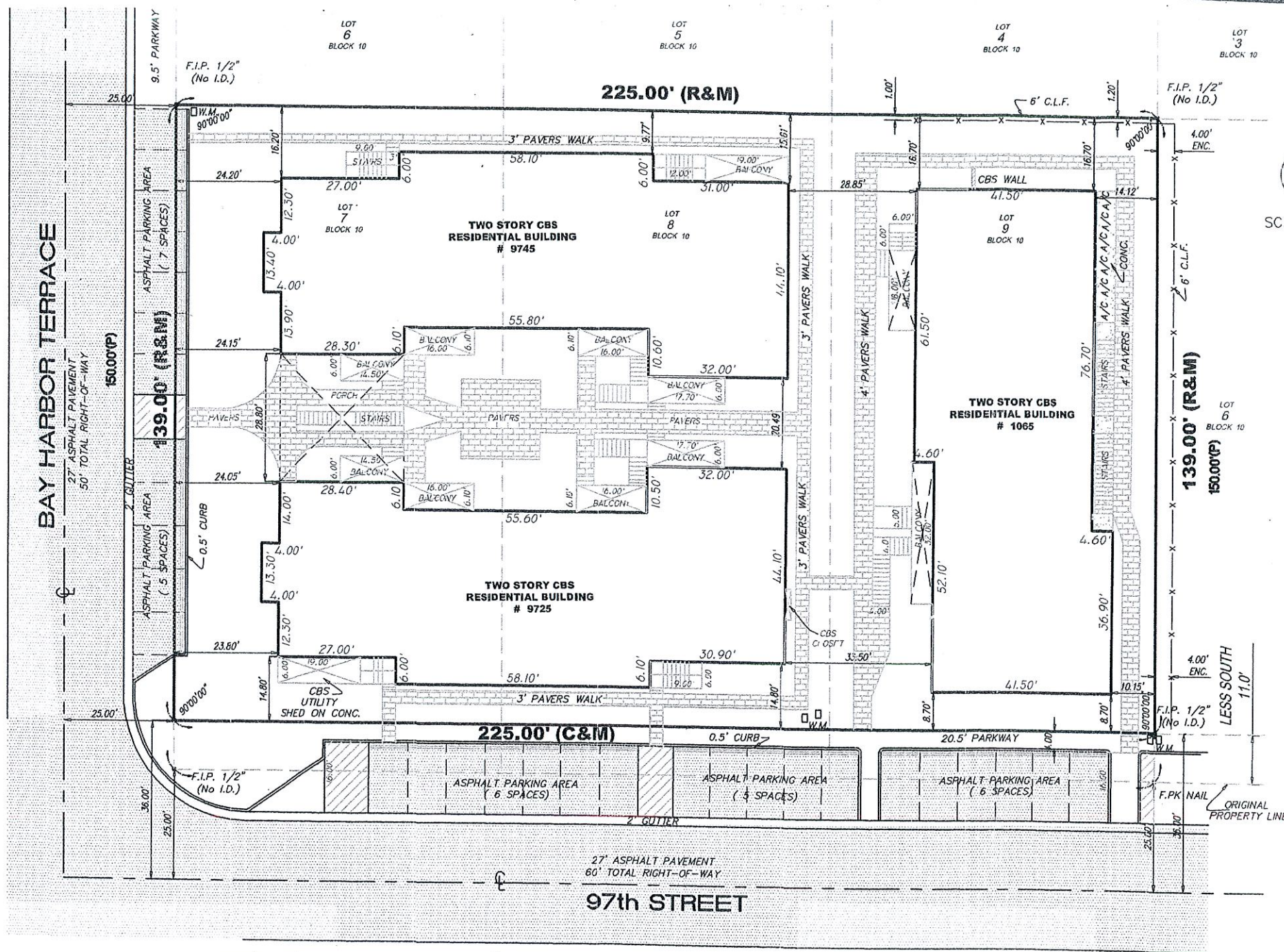
SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) UNDERGROUND ENCROACHMENTS NOT LOCATED. 4) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 5) OWNERSHIP OF FENCES ARE UNKNOWN. 6) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 7) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 8) PROPERTY HAS DIRECT VEHICULAR ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB. 46 PAGE 5

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

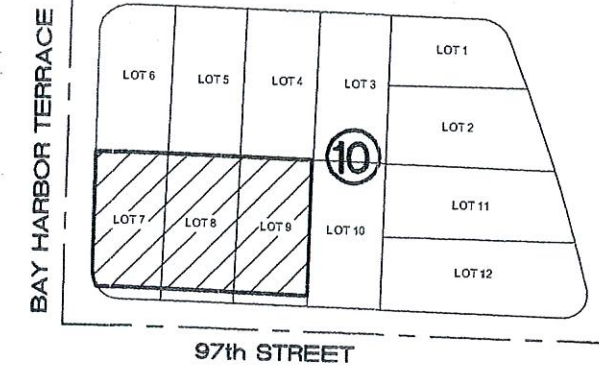


REVISED: 3/27/18



LOCATION SKETCH SCALE: NTS

AREA=31,275.00 SQ.FT.



Property Address: 9725 Bay Harbor Terrace, Bay Harbor Islands, FL. 33154.

Folio# 13-2227-106-0001

Legal Description: Lots 7, 8 and 9, less the South 11 feet thereof, in Block 10, 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.

ABBREVIATIONS:

SVK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE, F=FOUND, A/C=AIR CONDITIONER PAD, PIC=PROPERTY CORNER, D/H=DRILLED HOLE, WF=WOODEN FENCE, RES=RESIDENCE, CL=CLEAR, RB=REBAR, UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, CL=CENTER LINE, O=DIAMETER, TYP=TYPICAL, M=MEASURED, R=RECORDED, ENCR=ENCROACHMENT, COMP=COMPUTER, ASH=ASPHALT, ND=NAIL & DISC, S=SET, FEE=FINISH FLOOR ELEVATION, O/S=OFFSET, P/P=POWER POLE, OHP=OVERHEAD POWERLINE, WM=WATER METER

WOOD FENCE= [Symbol]
MASONRY WALL= [Symbol]
CONCRETE= [Symbol]
MAINTENANCE & DRAINAGE EASEMENT= M & D.E.

ELEVATION BASED ON LOC. #
CBM# ELV.

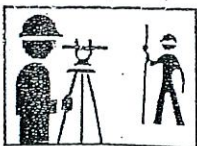
TYPE OF SURVEY: BOUNDARY SURVEY

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB PAGE

NOT VALID UNLESS EMBOSSED WITH
SURVEYOR'S SEAL



REVISED:

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

Adis N. Nunez
ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE

SUFFIX: L

DATE: 9/11/09 BASE: 8'

PANEL: 0144

COMMUNITY # 120637

DATE: 12/18/17

SCALE: 1"=30'

DWN. BY: F. Blanco

JOB No

17-990

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 Siegel, Town Clerk

From: Michael J. Miller, AICP *MJM*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 6/1/2018

Re: Transfer of Development Rights (TDR)

CC:

Atlantis 103, LLC (28 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 4 Private DU

Donor Site: 9725 - 9745 E. Bay Harbor Ter / Lots 7-9 of Block 10 (Northern Star Condo)

Receiving Site: 10281 W. Bay Harbor Drive / Lots 6 & 7 of Block 5 (Future Atlantis MFR)

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 requesting approval of the transfer of four (4) private TDR units, following is our analysis.

Our records indicate the **receiving** site (Atlantis MFR) was granted a Site Development Plan approval by the Town's PZ Board on March 21st, 2017 for a total of 28 DU. The Atlantis survey submitted shows that the site is slightly smaller than usual as it is a corner lot. The combined parcel size is 22,366 sq. ft. Therefore, the allowable base zoning density of 34 DUA would allow for 17 DU on the receiving site (.513 acres X 34 DUA = 17.46 or 17 DU). Since the proposed project includes 28 total dwelling units this requires the acquisition of 11 TDR units to construct the project. To date, the developer has acquired six (6) TDR units and another five (5) is required to construct the project. The TDRs previously acquired include one (1) from the Southern Star Condo and five (5) from Bay Harbor Townhouses.

The **donor** site is currently developed as a 22-unit multiple-family complex. The survey submitted with the TDR application notes the site includes three (3) lots but indicates 11-feet of right-of-way was conveyed to the Town for on-street parking in the past. The survey indicates the size of the property is 31,275 sq. ft. (0.72 acres) which matches the information published by the M-D Property Appraiser. The application package has been revised and now contains an executed Quit Claim Deed / Easement where the Town has conveyed the 11-foot area back to the complex owners. Lot 7 is a corner lot, so some land area will be lost in the corner arc. Now that the 11-foot of right-of-way is combined with the main lot area again, the land area is now 33,616 sq. ft. (.77 acres) - resulting in an existing as-built density of 28.57

June 1, 2018

DUA. The enlarged site size allows 26 DU at the Town's maximum 34 DUA base density (.77 acres x 34 DUA = 26.18 DU rounded down to 26 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). Now that the 11-foot area has been re-conveyed, the site has four (4) TDR units available (26 DU max. – 22 existing DU = 4 TDR units).

The **receiving** site has also submitted a concurrent application to contract with The Villas at Bay Harbor Condominium at 1166 98th Street for one (1) private TDR unit. If both private TDR applications are approved the **receiving** site will have acquired the 11 total TDR units needed to construct the 28 DU complex.

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.

Town of Bay Harbor Islands Code Compliance Department TDR

Date: May 4, 2018

Property Address: Northern Star Condominium Association
1065 97 Street
9725-45 Bay Harbor Terrace
Bay Harbor Islands, FL 33154



Front View of the property- Tree removed and not replaced.

24-16(3) Minimum Landscaping Standards [Replacement of tree.] If any tree dies, such tree or plant shall be replaced with another tree. All stumps shall be removed below the surface of the ground. Trees may not be painted and shall be maintained in their natural state as to color.

Town of Bay Harbor Islands Code Compliance Department

TDR



Broken brick walkway located around building 1065 98st.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..



Broken brick walkway located around building 1065 98st.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..

Town of Bay Harbor Islands Code Compliance Department TDR



Broken brick walkway located around building 1065 98st.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..



Broken brick walkway located around building 1065 98st.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..

Town of Bay Harbor Islands Code Compliance Department TDR



No violations observed on the west side of the building.



Screen needs to install on the window.

24-14 (k) Every owner of a building shall, before renting or subletting to another occupant, provide approved door and window **screens** whenever such **screens** are required under the provisions of this chapter, and shall repair or replace them when necessary.

Town of Bay Harbor Islands Code Compliance Department
TDR



9725-9745 Bay Harbor Terrace front view



Broken brick pavers located at the building entrance.

23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..

Town of Bay Harbor Islands Code Compliance Department
TDR



23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..



23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..

Town of Bay Harbor Islands Code Compliance Department TDR



23-12(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public..



No violation observed.

Town of Bay Harbor Islands Code Compliance Department TDR



No violation observed.



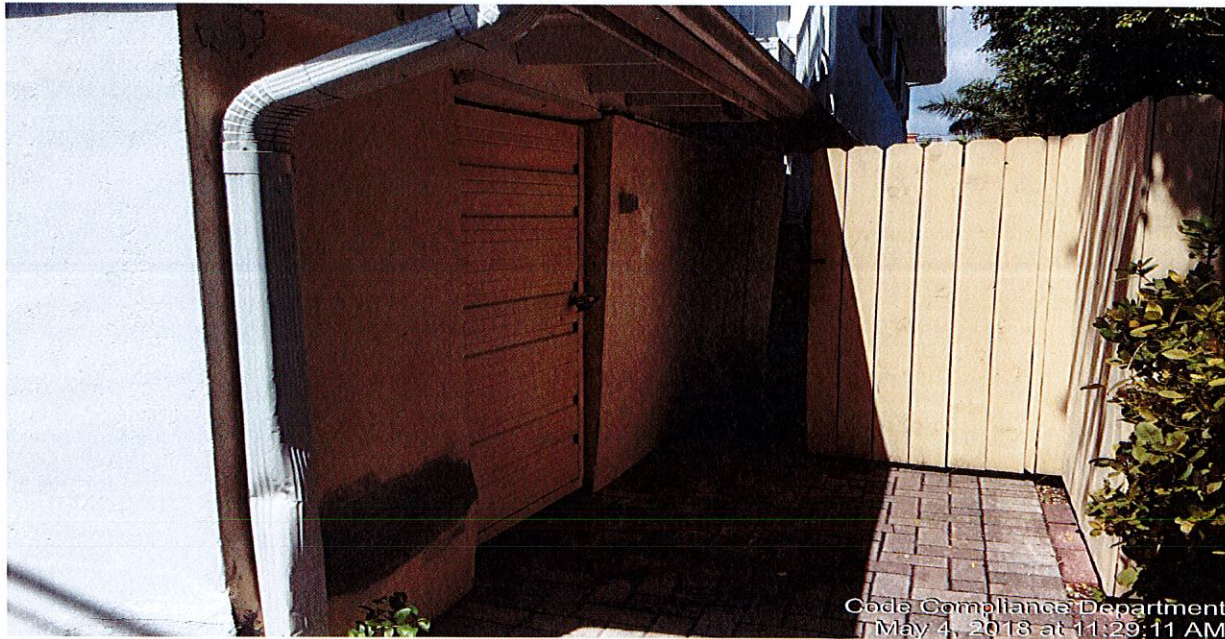
No violation observed.

Town of Bay Harbor Islands Code Compliance Department TDR



Crawl spaces must be secured with a cover to prevent animals from entering the crawl space.

24-8 Every opening beneath a building, including basement or cellar windows and crawl space, shall be equipped with an approved type of screening or lattice work to keep out any animals.



Found cracks and the paint is peel at the south side of the property.

Sec. 23-12 Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public.

Town of Bay Harbor Islands Code Compliance Department TDR



Debris located on the SW corner of the property.

Sec. 23-12 Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public.



Debris located on the south side of the property the hand rail appears to be broken and the stairs need to be painted.

Sec. 23-12 Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public.



May 3, 2018

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

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
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 ~ ATLANTIS 103
Transfer of Development Rights
Receiver: 10281 W. Bay Harbor Drive
Donor: 9725-25 Bay Harbor Terrace
Folio #13-2227-106-0001 ~ Lots 7-8 / Block 10

Dear Mrs. Siegel:

As per your request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS

1. Several windows missing screens
2. Pavers loose or missing in walkways
3. Stair and rails in disrepair on northeast corner of building
4. Accessory building has structural damage
5. Building has an ongoing permit for structural repairs and paint (Work in Progress)

ELECTRICAL REPAIRS

1. Electrical Service Cabinet
 - a. Service has been updated
 - b. Time Clock, Receptacles and Junction box needs to be repaired or replaced
2. Exterior Lighting area is okay

MECHANICAL REPAIRS

- 1 Dryer vent wall caps throughout the property are in disrepair.
2. All wall caps need to be replaced, with back draft damper and no bird screen shall be installed. FMC504.4.
3. All rooftop ac units need to comply with hurricane tie down requirements for high wind velocity zone FMC 301.15

PLUMBING REPAIRS

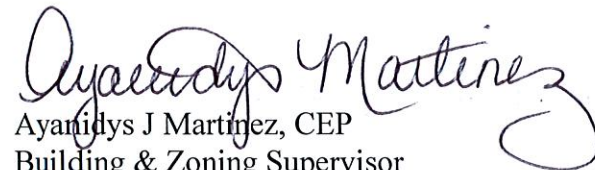
1. Hose bibs missing on vacuum breaker.
2. Clean out in front of north building needs to be replaced
3. Clean out covers missing on north and south building.
4. Sprinkler system needs repair.
5. On the rear side (east) of both buildings - the main water pipe is schedule 40 pvc outside. Inside wall must be copper or cpvc.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

This Building was built in 1957. Building has an open permit BP2017-312 to do structural repairs and paint the building. Building was re-certified in 2007. Re-certification due for 2017. Letter sent certified April 10, 2018.

If you have any further question or comments please feel free to contact me.

Sincerely,


Ayandys J Martinez, CEP
Building & Zoning Supervisor

Encl: Inspection Summary Report with attached photographs



Inspections

Permit Number: MB18-000045

Parcel Address: 9725-9745 Bay Harbor Terrace

Applicant: Northern Star Condominium Association, Inc

Inspection Date: 05/01/2018

Inspector: Ayanidys Martinez

Inspection Type: Inspection

Inspection Status: Fail

Comments: 1. Building has a permit BP2017-312 to do structural repairs and paint the building. Work in progress. 2. Found several pavers loose, broken and missing. 3. Building was recertified in 2007. Recertification due for 2017. Letter sent certified April 10, 2018.

Inspection Date: 05/02/2018

Inspector: Dale Lee

Inspection Type: Inspection

Inspection Status: Fail

Comments: 1. Several windows missing screens 2. Pavers loose or missing in walkways 3. Stair and rails in disrepair on northeast corner of building 4. Accessory building has structural damage 5. Building has an ongoing permit for structural repairs and paint (Work in Progress)

Inspection Date: 05/02/2018

Inspector: Darrell De Young

Inspection Type: Inspection

Inspection Status: Fail

Comments: 1. Electrical Service Cabinet a. Service has been updated. b. Time Clock, Receptacles and Junction box needs to be repaired or replaced 2. Exterior Lighting area is okay

Inspection Date: 05/02/2018

Inspector: Johnny Lindgren

Inspection Type: Inspection

Inspection Status: Fail

Comments: 1. Hose bibs missing on vacuum breaker. 2. Cleanout in front of north building needs to be replaced. 3. Cleanout covers missing on north and south building. 4. Sprinkler system needs repair. 5. On the rear side (east) of both buildings - the main water pipe is schedule 40 pvc outside. Inside wall must be copper or cpvc.

Inspection Date: 05/02/2018

Inspector: Juan Zuniga

Inspection Type: Inspection

Inspection Status: Fail

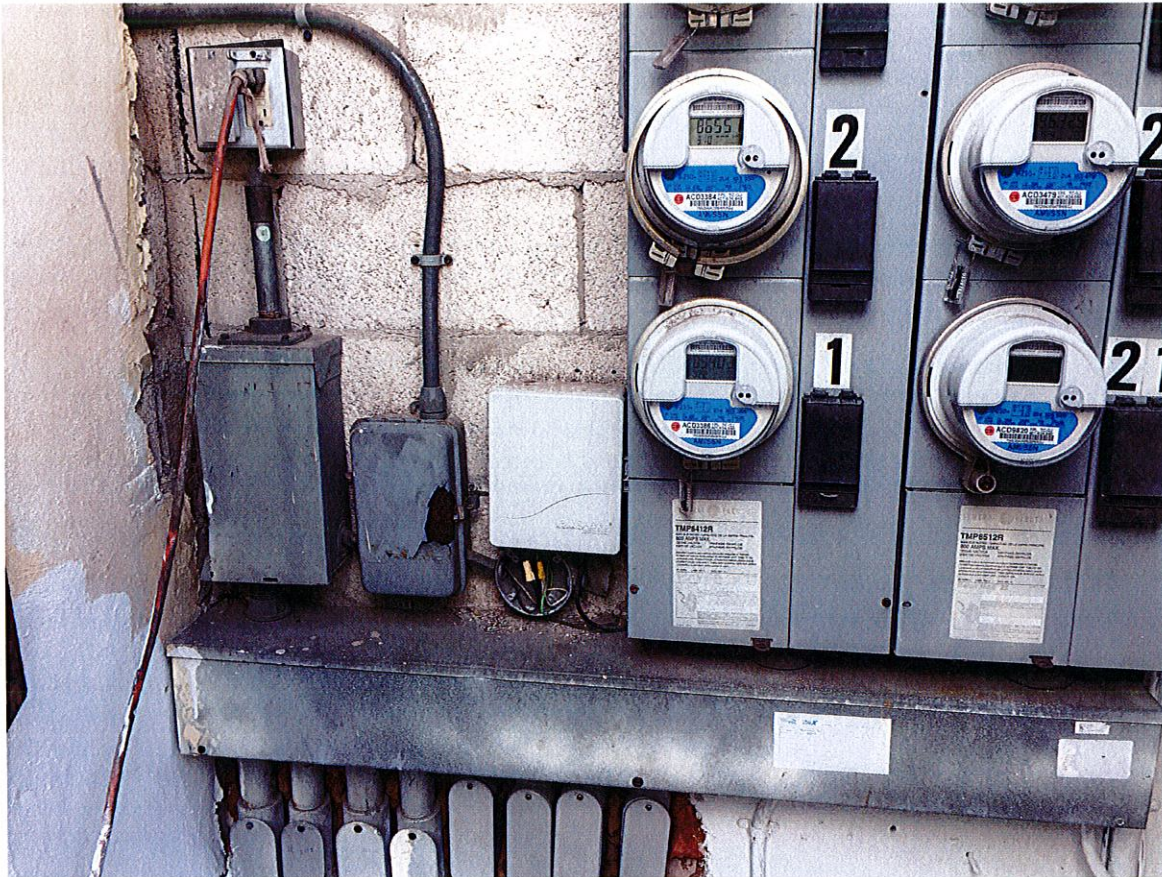
Comments: Dryer vent wall caps throughout the property are in disrepair. All wall caps need to be replaced, with back draft damper and no bird screen shall be installed.FMC504.4. All rooftop ac units need to comply with hurricane tie down requirements for high wind velocity zone FMC 301.15



9725Electrical3.JPG
Electrical Inspection TDR
May 03, 2018



9725Electrical2.JPG
Electrical Inspection TDR
May 03, 2018



9725Electrical1.JPG
Electrical Inspection TDR
May 03, 2018



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TDR

May 01, 2018



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TDR

May 01, 2018



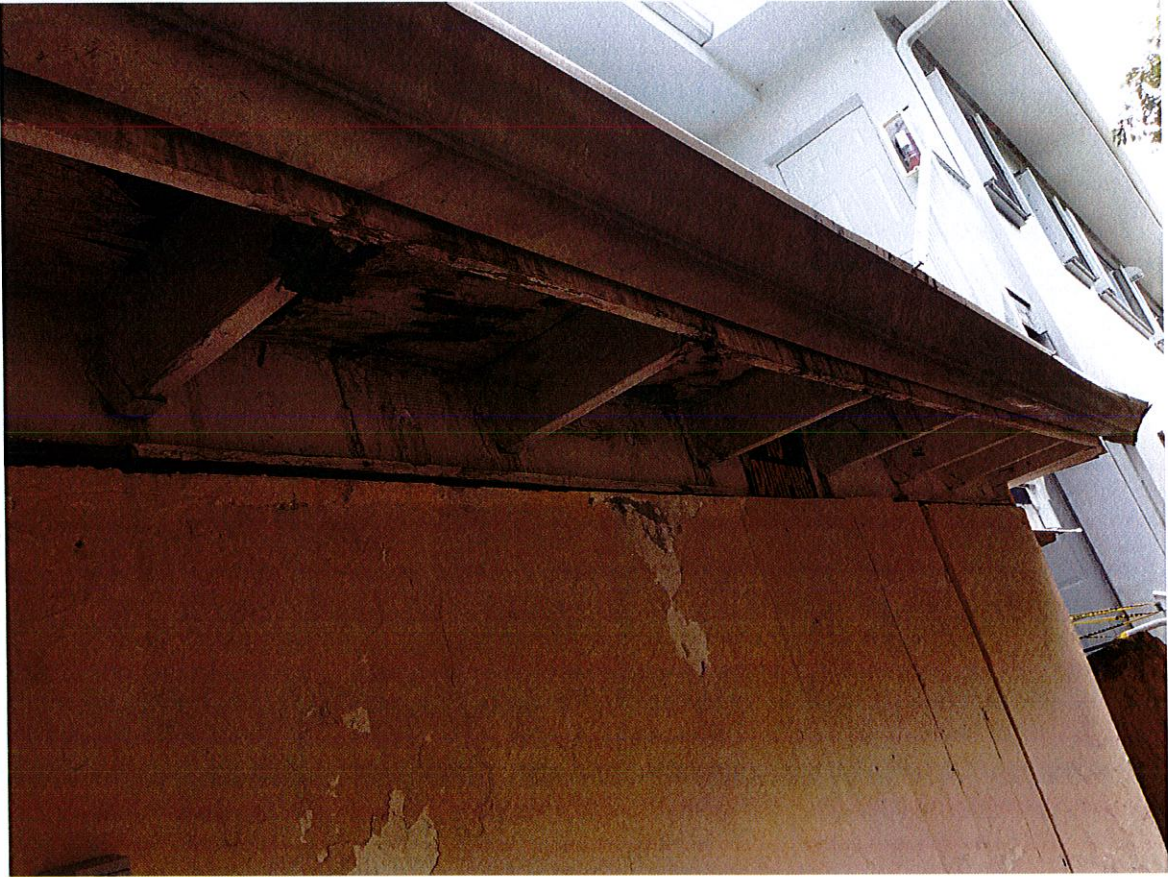
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May 01, 2018



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TDR
May 01, 2018



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TDR
May 01, 2018



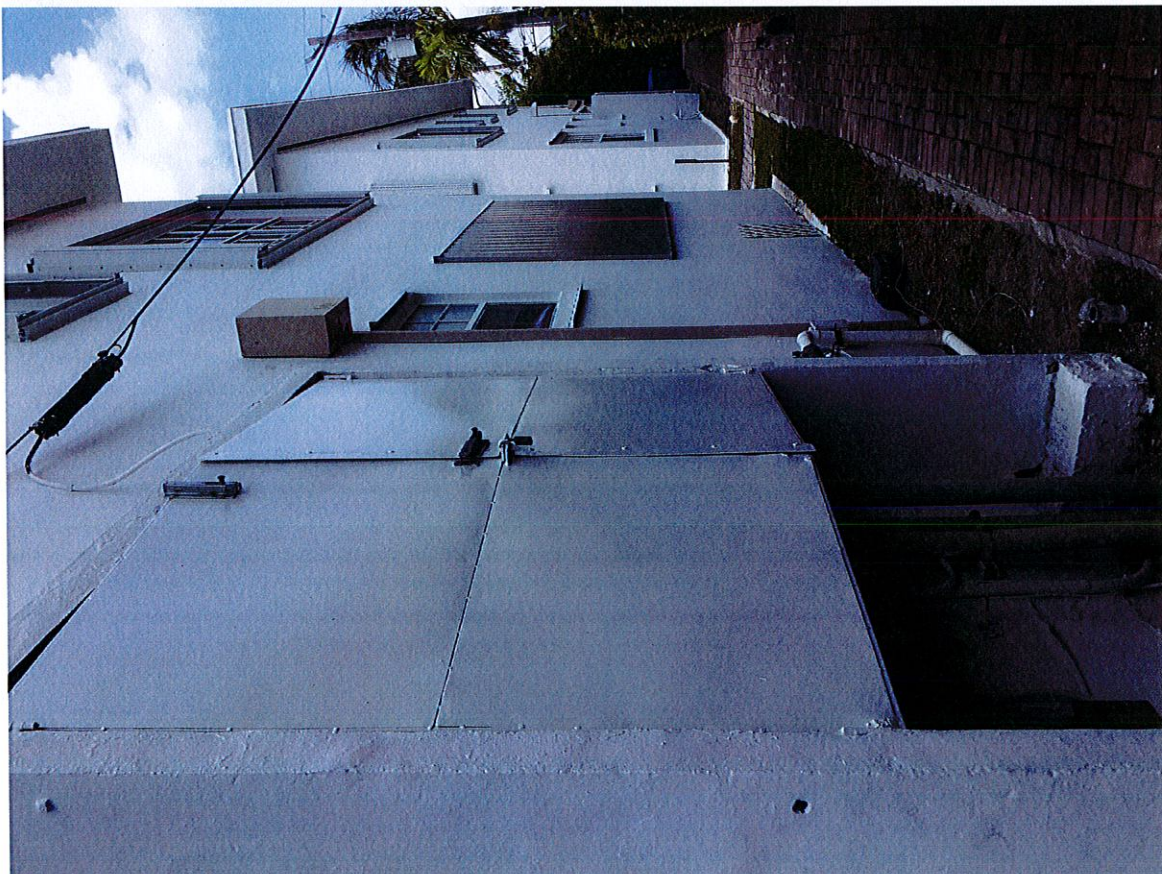
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May 01, 2018



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TDR

May 01, 2018



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TDR

May 01, 2018



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TDR

May 01, 2018



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TDR

May 01, 2018



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TDR

May 01, 2018



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ATLANTIS

NEW CONDOMINIUM BUILDING

10281 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154



STREET PERSPECTIVE

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.

6800 S.W. 81st STREET
Miami, Florida 33143
P H : (3 0 5) 6 6 5 . 9 6 8 8
F A X : (3 0 5) 6 6 8 . 8 4 2 6

OWNER / DEVELOPER:

ATLANTIS 103, LLC

7657 NW 50TH STREET
MIAMI, FLORIDA 33166
P H : (3 0 5) 5 9 2 . 2 5 2 6



1200 BRICKELL, SUITE 800
MIAMI, FLORIDA 33131
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CBUROTO@BUROTTO.CL

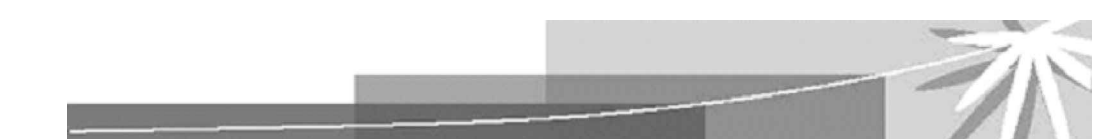
CIVIL ENGINEER:
HOLLAND ENGINEERING

111 South 21 Avenue
Hollywood, Florida, 33020
P H : (9 5 4) 3 6 7 . 0 3 7 1
F A X : (3 0 5) 3 6 7 . 0 3 7 2

ARCHITECT:

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN. LICENSE NO. AR0017273
1177 KANE CONCOURSE, STE. 120, BAY HARBOR ISLANDS, FL 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM



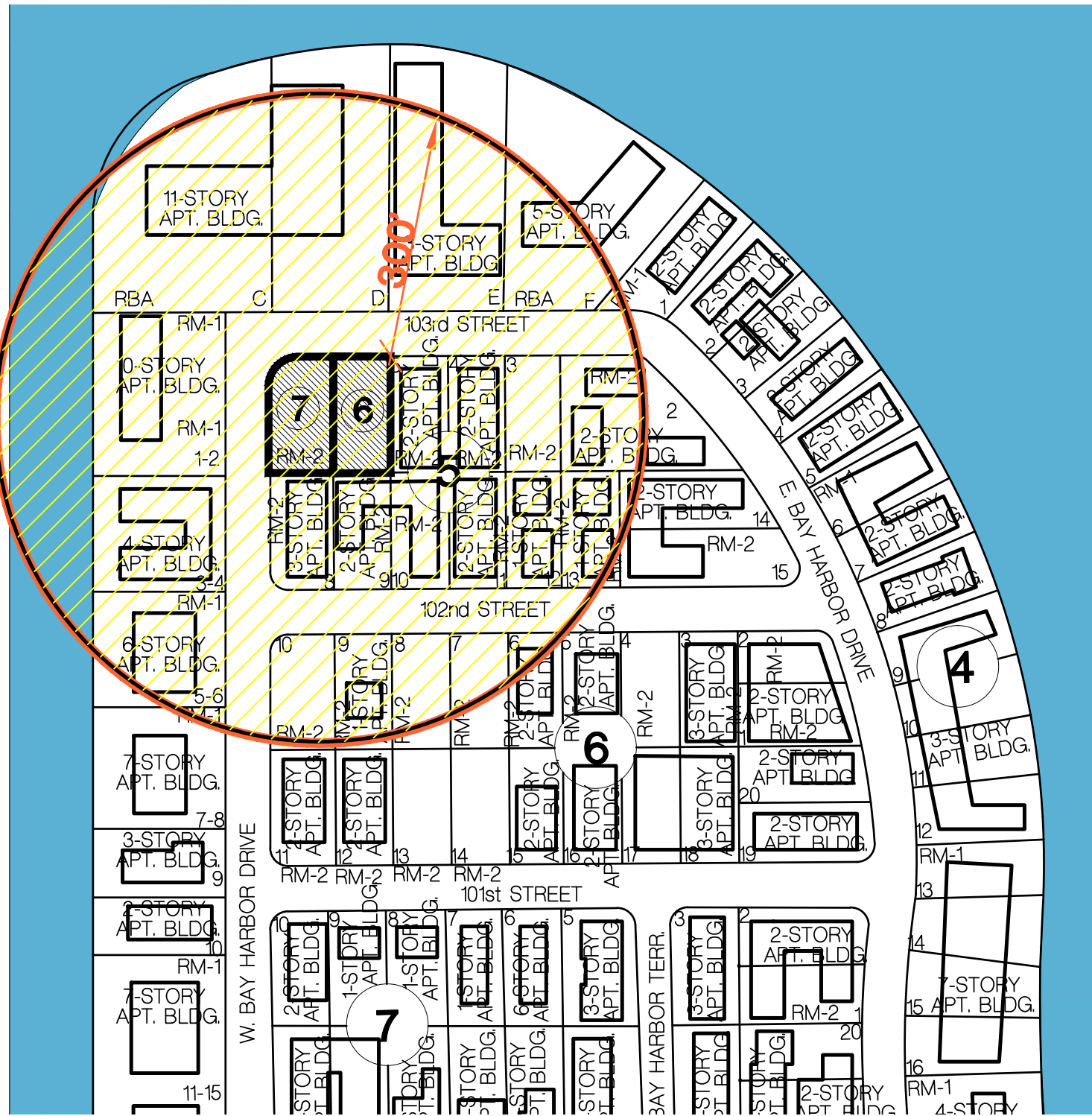
P&Z REVISIONS - APRIL 3, 2018

FIRM MAP PANEL # 144 OF 1031



AERIAL MAP
SCALE: N.T.S.

HATCHED AREA INDICATES 300' RADIUS FROM SITE



LOCATION MAP
SCALE: N.T.S.

NOTE: FLUM LAND USE DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE ARE MEDIUM-HIGH DENSITY RESIDENTIAL; [HATCHED AREA INDICATES 300' RADIUS]

ARCHITECTURAL ANALYSIS							ZONING SUMMARY			
THE SITE IS VACANT							SFACRES			
BUILDING OCCUPANCY R2							LOT AREA22,3660.51 +/-			
TYPE OF CONSTRUCTIONTYPE I-B							LEGAL DESCRIPTION			
FLORIDA BUILDING CODE 5th EDITION 2014							LOTS 6 & 7 BLOCK 5 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.			
FLORIDA FIRE PRENTION CODE 5th EDITION							FLOOD ELEVATION9.0' NGVD			
UNIT #	# OF UNITS	NSF PER UNIT	*GSF PER UNIT	BALCONY P. ENTRY	SF	# OF BD / # OF BA	THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 9.0' NGVD. MAP/PANEL			
UNIT 301	1	1,868	2,003	440	SF	3 BD / 3.5 BA	CROWN OF THE ROAD5.23' NGVD			
UNIT 302	1	1,297	1,390	109	SF	2 BD / 2 BA	ZONING CLASSIFICATIONRM2 - MULTI FAMILY RESIDENTIAL DISTRICT			
UNIT 303	1	1,627	1,753	363	SF	2 BD / 2.5 BA	FUTURE LAND USE DESIGNATIONMEDIUM-HIGH DENSITY RESIDENTIAL			
UNIT 304	1	1,613	1,750	484	SF	2 BD / 2.5 BA	FLR			
UNIT 305	1	1,319	1,441	353	SF	2 BD / 2 BA	(DETERMINED BY THE SETBACKS)			
UNIT 306	1	1,787	1,938	500	SF	2 BD / 2.5 BA	MAXIMUM DENSITY [0.51 ACRES X 60 DUA]			
UNIT 401	1	1,766	1,906	542	SF	3 BD / 3.5 BA	34 UNITS PER NET ACRE [ALLOWABLE BASE DENSITY]			
UNIT 402	1	1,145	1,240	246	SF	2 BD / 2 BA	SETBACKS			
UNIT 403	1	1,425	1,546	592	SF	2 BD /2.5 BA	FRONT:			
UNIT 404	1	1,310	1,424	903	SF	2 BD /2 BA	UP TO 30'-0" HIGH			
UNIT 405	1	1,320	1,410	350	SF	2 BD/2 BA	UP TO 45'-0" HIGH			
UNIT 406	1	1,552	1,695	737	SF	2 BD/2.5 BA	UP TO 65'-0" HIGH			
UNIT 501	1	1,766	1,905	472	SF	3 BD / 3.5 BA	REAR UP TO 30'-0" HIGH			
UNIT 502	1	1,145	1,240	118	SF	2 BD / 2 BA	1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"			
UNIT 503	1	1,431	1,546	312	SF	2 BD /2.5 BA	SIDE:			
UNIT 504	1	1,309	1,423	681	SF	2 BD /2 BA	UP TO 30'-0" HIGH 10% OF LOT WIDTH			
UNIT 505	1	1,320	1,410	324	SF	2 BD/2 BA	1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"			
UNIT 506	1	1,551	1,693	497	SF	2 BD/2.5 BA	FLEX: 1/3 OF BUILDING LENGTH			
UNIT 601	1	1,778	1,916	471	SF	3 BD / 3.5 BA	@ NORTH [0.33 X 115'-0"]			
UNIT 602	1	1,010	1,085	266	SF	1 BD / 2 BA + STUDIO	@ EAST [0.33 X 120'-0"]			
UNIT 603	1	1,249	1,348	509	SF	2 BD /2.5 BA	@ SOUTH [0.33 X 115'-0"]			
UNIT 604	1	1,638	1,767	447	SF	2 BD /2.5 BA	@ WEST [0.33 X 120'-0"]			
UNIT 605	1	1,840	1,964	703	SF	2 BD/2.5 BA	MAXIMUM HEIGHT			
UNIT 701	1	1,778	1,916	379	SF	3 BD/3.5 BA	MAXIMUM BUILDING HEIGHT			
UNIT 702	1	1,010	1,085	118	SF	1 BD / 2 BA + STUDIO	GROUND LANDSCAPE AREA			
UNIT 703	1	1,249	1,348	286	SF	2 BD / 2.5 BA	20% OF LOT AREA MINIMUM			
UNIT 704	1	1,638	1,767	538	SF	2 BD/2.5 BA	IMPERVIOUS AREA			
UNIT 705	1	1,840	1,964	262	SF	2 BD/2.5 BA	ROOF DECK LANDSCAPE REQUIREMENTS			
TOTAL	28	41,581	44,873	-	SF		15% OF ROOF AREA MINIMUM			
STORAGE2825 SF EACH							LOT COVERAGE			
NOTE: 1. DENS AND STUDIOS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET. 2. PROVIDE SOUND ABATEMENT PANELS AROUND WALLS OF COOLING TOWER & GENERATOR ROOM.							(PERIMETER DETERMINED BY THE SETBACKS)			
							PARKING SPACE REQUIREMENTS			
							RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL			
							ALLOWABLEPROPOSED			
							65'-0" above BFE65'-0" above BFE			
							REQUIREDPROPOSED			
							4,473 SF5,199 SF = 23%			
							REQUIREDPROPOSED			
							354 SF950 SF = 40 %			
							ALLOWABLEPROPOSED			
							DETERMINED BY SETBACKS15,681 SF = 70%			
							REQUIREDPROPOSED			
							56 (INCLUDING 2 GUEST)58 (INCLUDING 3 GUEST)			
							SIGNATUREDATE			
							NO. REVISIONDATEBY			
							DRAWING TITLE			
							PROJECT INFO			
							SCALE 1/8" = 1'-0" DATE APRIL 3, 2018			
							SHEET NUMBER			
							A-002			
							P&Z REVISIONS			

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

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INTERNATIONAL

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C B U R T O @ B U R O T T O . C L

PROJECT MANAGER:

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1200 BRICKEL AVE SUITE 120
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.

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PHONE: 305-665-9688 FAX: 305-668-8426

STRUCTURAL ENGL

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
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NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO (305) 940-3088 FAX NO (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG SR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE				DATE			
NO.	REVISION	DATE	BY	NO.	REVISION	DATE	BY

DRAWING TITLE

PROJECT INFO

SCALE 1/8" = 1'-0" DATE APRIL 3, 2018

SHEET NUMBER

A-002

P&Z REVISIONS



AERIAL VIEW - P&Z BOARD APPROVED - FEBRUARY 13, 2017



AERIAL VIEW - P&Z BOARD REVISIONS - APRIL 3, 2018

FRANKEL BENAYOUN
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ARCHITECTS PLANNERS INTERIOR DESIGN

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EB NUMBER: 0007488 PE NO. 35460

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SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:

AERIAL VIEW

SCALE: 1/8" = 1'-0" DATE: APRIL 3, 2018
SHEET NUMBER:

A-0.03
P&Z REVISIONS



RENDERING [103RD STREET VIEW] - APPROVED FEBRUARY 13, 2017



RENDERING [103RD STREET VIEW] P&Z BOARD REVISIONS - APRIL 3, 2018

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1200 BRICKELL, SUITE 800, FL 33131
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DRAWING TITLE:
RENDERING
103RD STREET VIEW
SCALE: 1/8" = 1'-0"
DATE: APRIL 3, 2018
SHEET NUMBER:
A-0.04
P&Z REVISIONS



RENDERING [CORNER VIEW] - APPROVED FEBRUARY 13, 2017



RENDERING [CORNER VIEW] P&Z BOARD REVISIONS - APRIL 3, 2018

RENDERING [CORNER VIEW]

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10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
**RENDERING
CORNER VIEW**
SCALE: 1/8" = 1'-0"
DATE: APRIL 3, 2018
SHEET NUMBER:
A-0.05
P&Z REVISIONS



RENDERING [INTERIOR] - APPROVED FEBRUARY 13, 2017



RENDERING [INTERIOR] P&Z BOARD REVISIONS - APRIL 3, 2018

RENDERING [INTERIOR VIEW]

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887

B
BUROTTI
INTERNATIONAL

1200 BRICKELL, SUITE 800, FL 33131
(786)558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER

RILEA MANAGEMENT, LLC
1200 BRICKEL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 5 4

CIV. 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.
6800 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

STRUCTURAL ENGR.

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

J G P ENGINEERING GROUP
M I A M I, F L O R I D A 189 00007788
3563 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 436-6292 FAX (305) 436-9272
E-MAIL: JGPMIAMI@GMAIL.COM
JOSE G. PUIG SR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

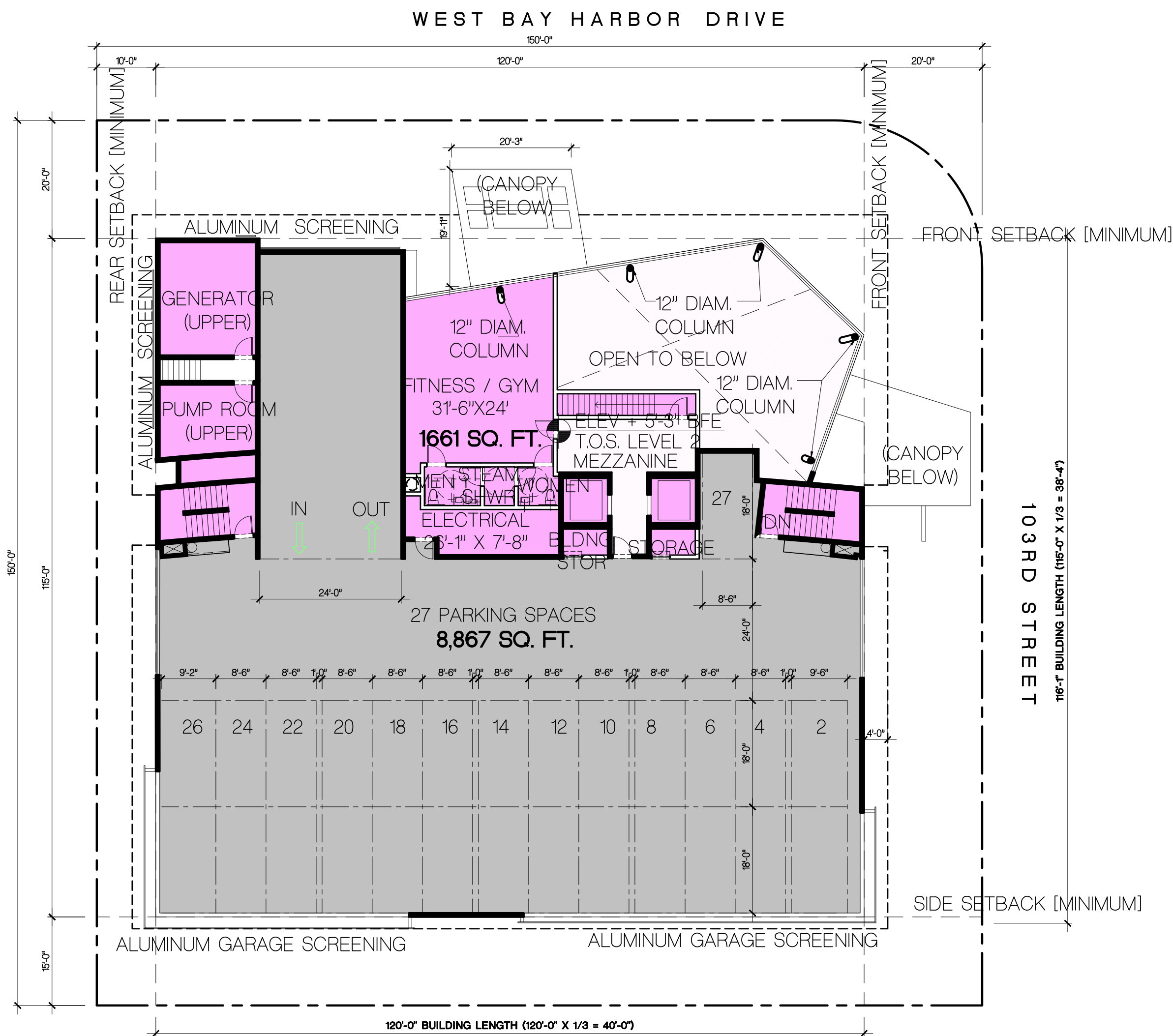
DRAWING TITLE

RENDERING
INTERIOR VIEW

SCALE: 1/8" = 1'-0" DATE: APRIL 3, 2018
SHEET NUMBER

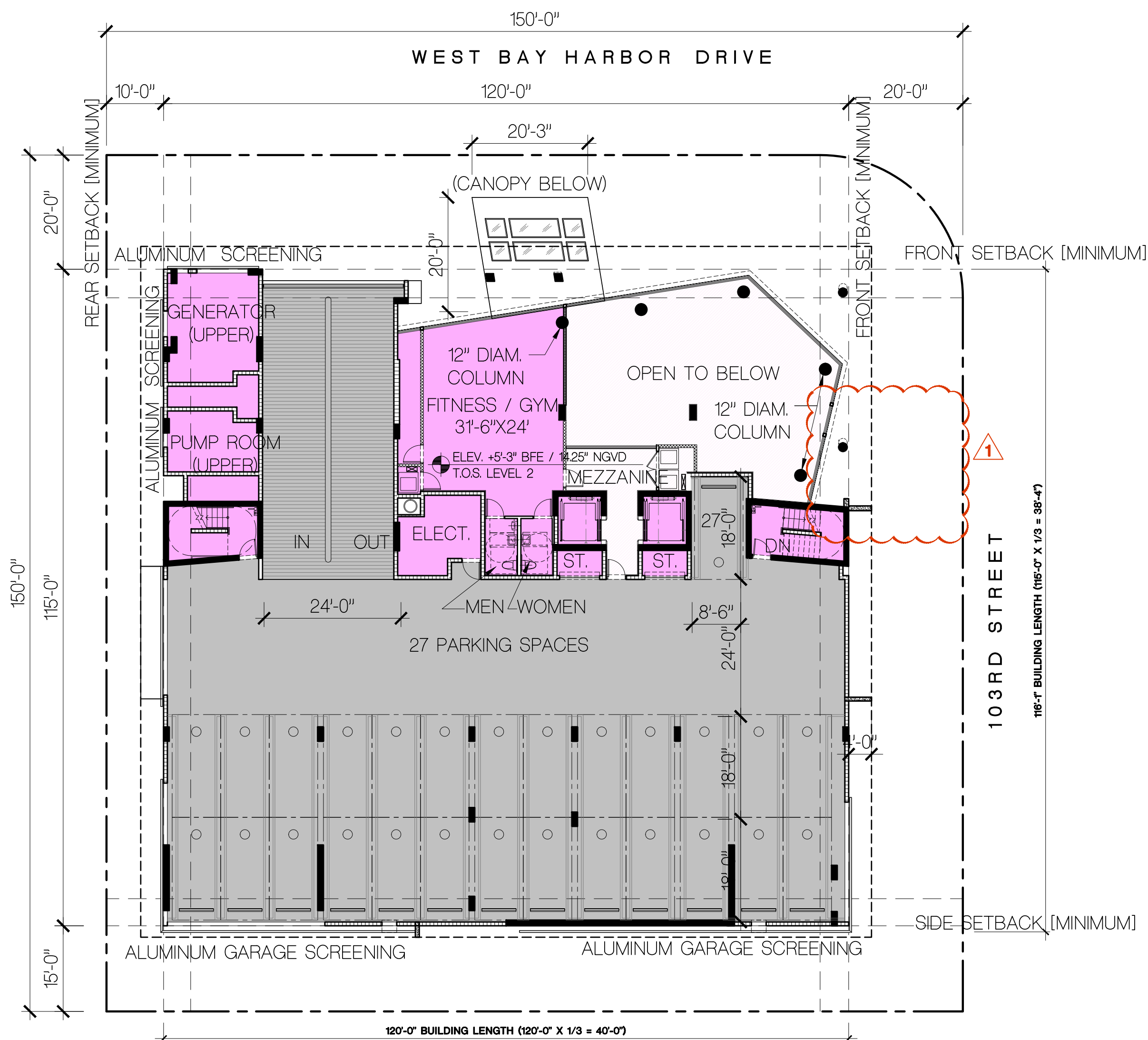
A-0.06
P&Z REVISIONS

 **LEVEL 1 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018**
SCALE: 1/16" = 1'-0"



LEVEL 2 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

NOTES:
1 REMOVED CANOPY ABOVE WEST WALKWAY.



LEVEL 2 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
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W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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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 PARSLEY A.S.L.A.
6800 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

STRUCTURAL ENG.
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CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

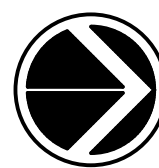
MEP ENG.
J G P ENGINEERING GROUP
MECHANICAL, PLUMBING & ELECTRICAL
3553 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 438-6200 FAX (305) 438-9272
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JOSE G. PUIG JR. FLORIDA P.E. # 47817
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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

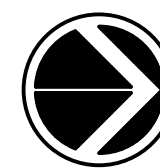
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LEVEL 2 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-102
P&Z REVISIONS



 **LEVEL 3 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017**
SCALE: 1/16" = 1'-0"

- NOTES:**
- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER.
 - 2 ELIMINATED WATER FALL
 - 3 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



 **LEVEL 3 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018**
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
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PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
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INTERNATIONAL
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(786) 558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

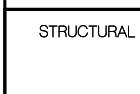
PROJECT MANAGER
RILEA MANAGEMENT, LLC
1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
PH: (305) 371.5254

CIVIL ENG.

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SUSAN C. HOLLAND, PE
Reg. no. 41831

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DESIGNS, INC.
LANDSCAPE ARCHITECTURE
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STRUCTURAL ENGR.

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CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

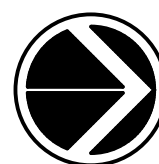
J G P ENGINEERING GROUP
UNIT 1 FLOOR 189 00007788
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MIAMI, FLORIDA 33122
(305) 438-4200 FAX (305) 438-9272
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HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

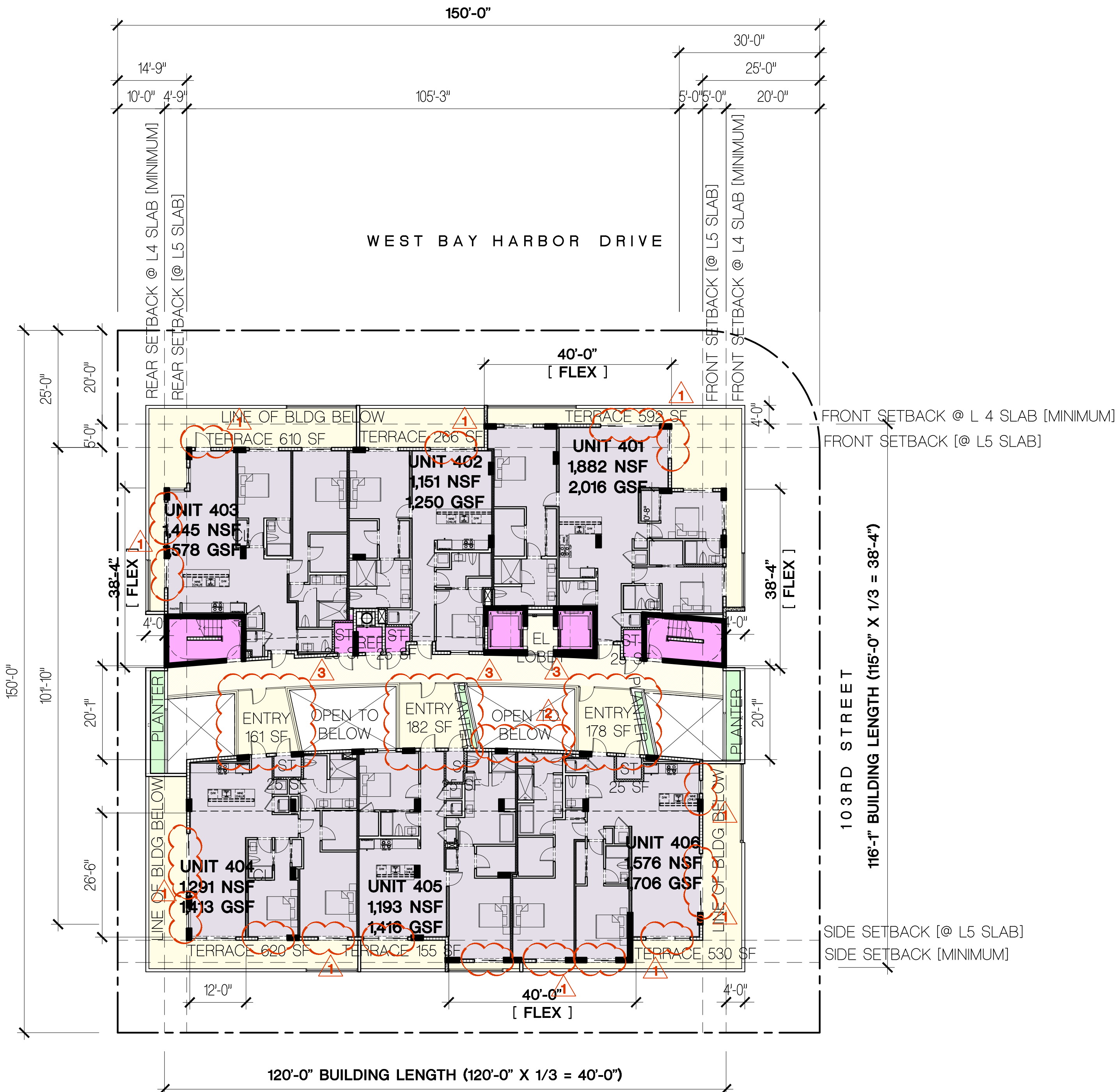
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

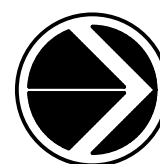
DRAWING TITLE
**LEVEL 3
FLOOR PLAN**
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-103
P&Z REVISIONS



 **LEVEL 4 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017**
SCALE: 1/16" = 1'-0"

- NOTES:**
- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER
 - 2 ELIMINATED WATER FALL
 - 3 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



 **LEVEL 4 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018**
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
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PH: (305) 868.3955 FAX: (305) 868.3950
E-MAIL: INFO@FRANKELBENAYOUN.COM

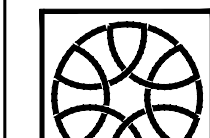
OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887

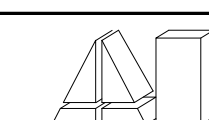

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1200 BRICKELL, SUITE 800, FL 33131
(786) 558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

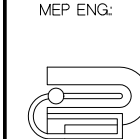
PROJECT MANAGER
RILEA MANAGEMENT, LLC
1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
PH: (305) 371.5254

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
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6800 S.W. 31 STREET MIAMI, FL 33143
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STRUCTURAL ENGR.

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3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.

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11717 N. FLORIDA AVE. 189 00007788
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JOSE G. PUIG JR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

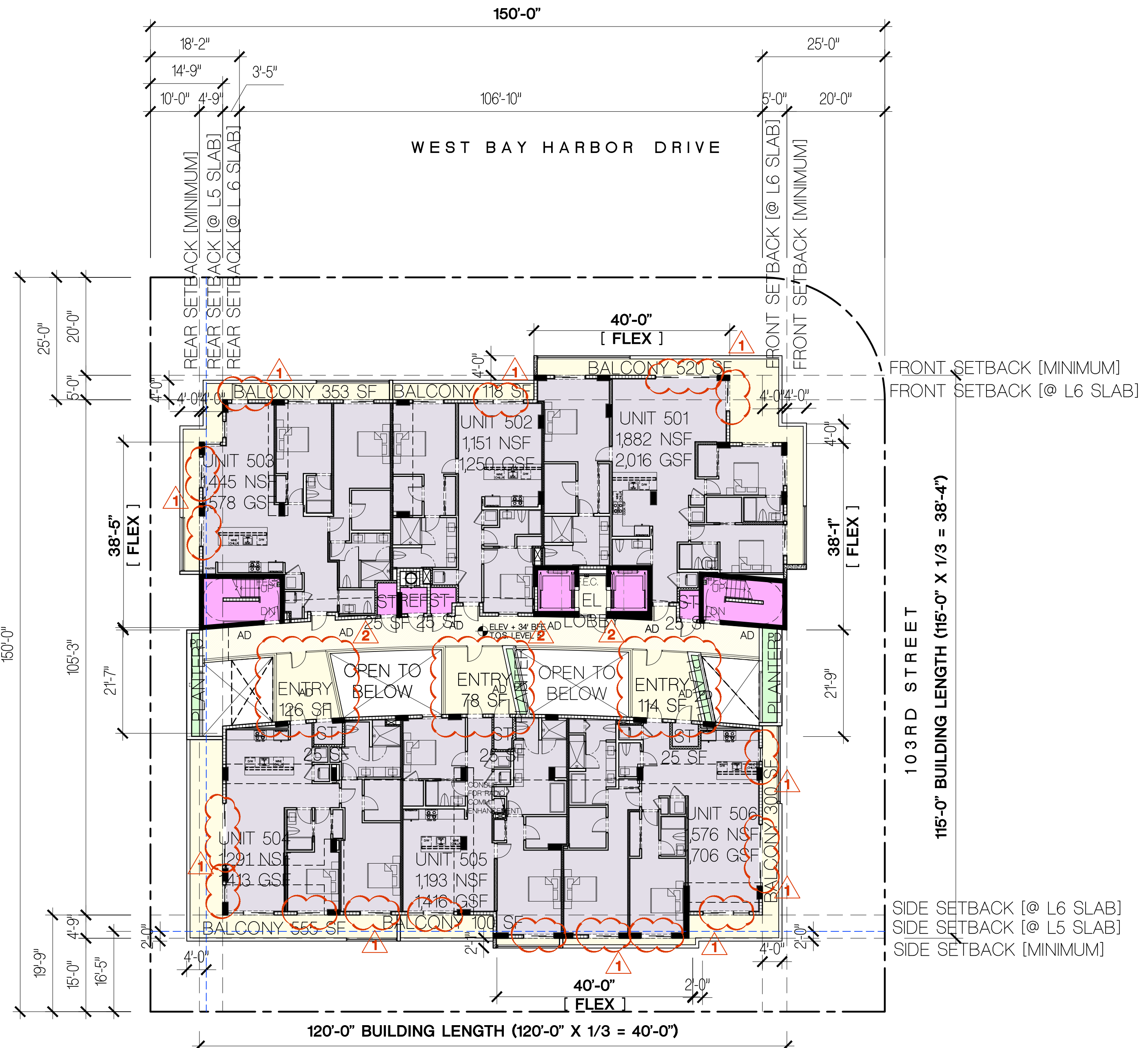
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 4 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-104
P&Z REVISIONS



LEVEL 5 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

- NOTES:**
- REDUCED GLAZING ALONG THE EXTERIOR PERIMETER**
 - INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.**



LEVEL 5 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
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PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
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B
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INTERNATIONAL
1200 BRICKELL, SUITE 800, FL 33131
(786) 558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
RILEA MANAGEMENT, LLC
1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
PH: (305) 371.5254

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
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(954) 367-0371, (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

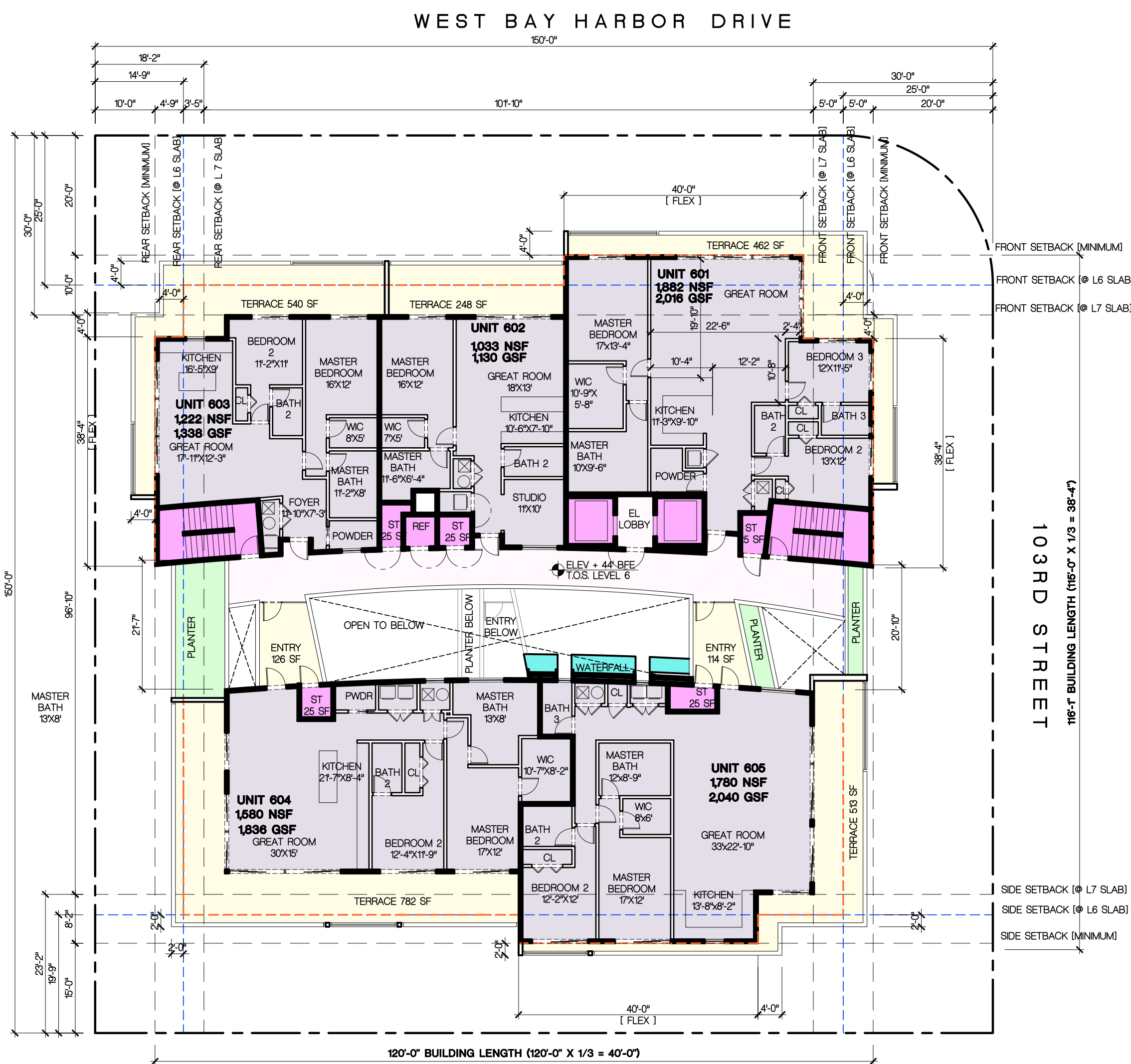
LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 31 STREET MIAMI, FL 33143
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STRUCTURAL ENGR.
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CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
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EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

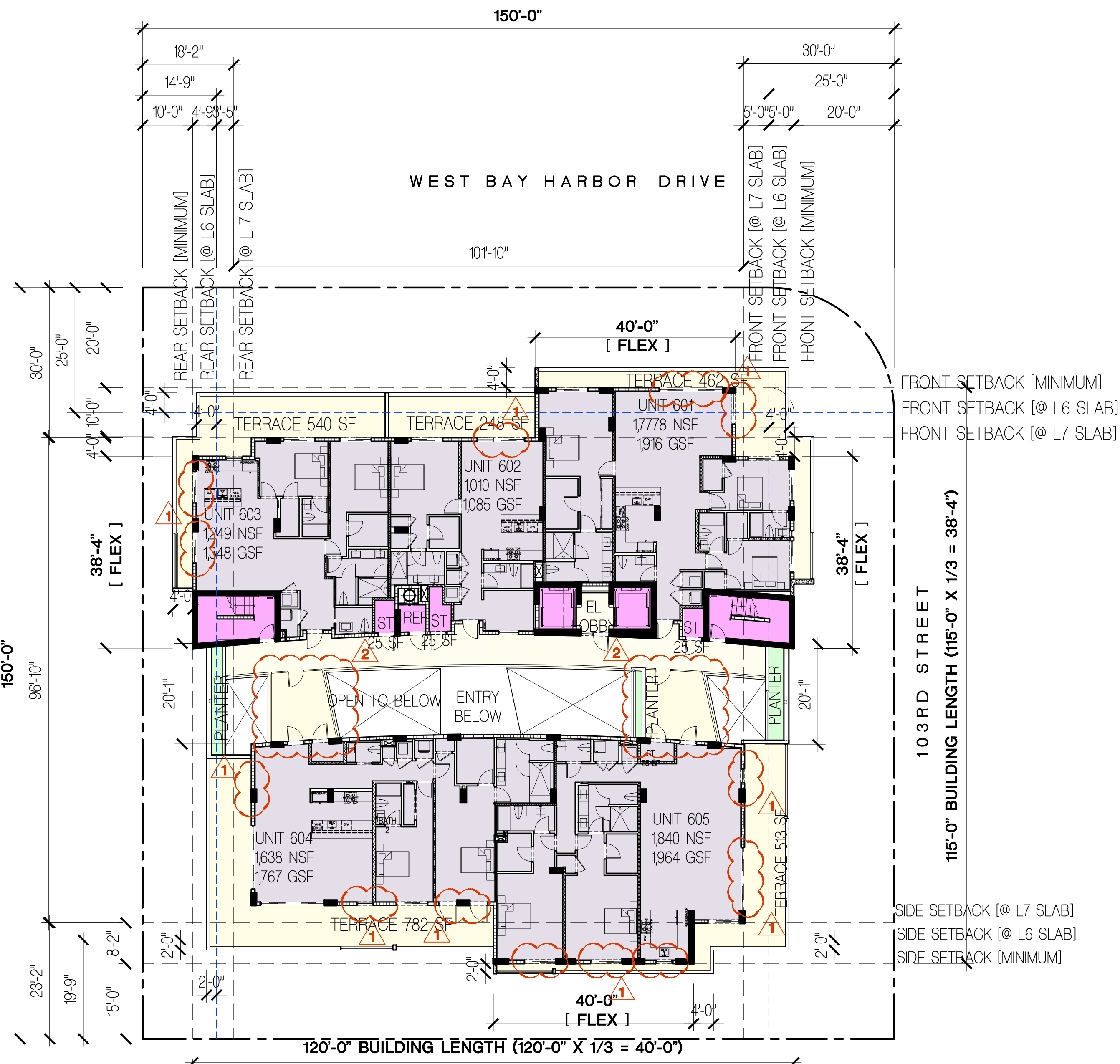
SIGNATURE	DATE
NO.	REVISION
DATE	BY
DRAWING TITLE	LEVEL 5 FLOOR PLAN
SCALE	DATE APRIL 3, 2018
SHEET NUMBER	A-105
P&Z REVISIONS	



LEVEL 6 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

NOTES:

- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER
- 2 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



LEVEL 6 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
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PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
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1200 BRICKELL, SUITE 800, FL 33131
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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER
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MIAMI, FLORIDA 33131
PH: (305) 371.5254

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HOLLAND ENGINEERING INC.
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3900 HOLLYWOOD BOULEVARD
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 31 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

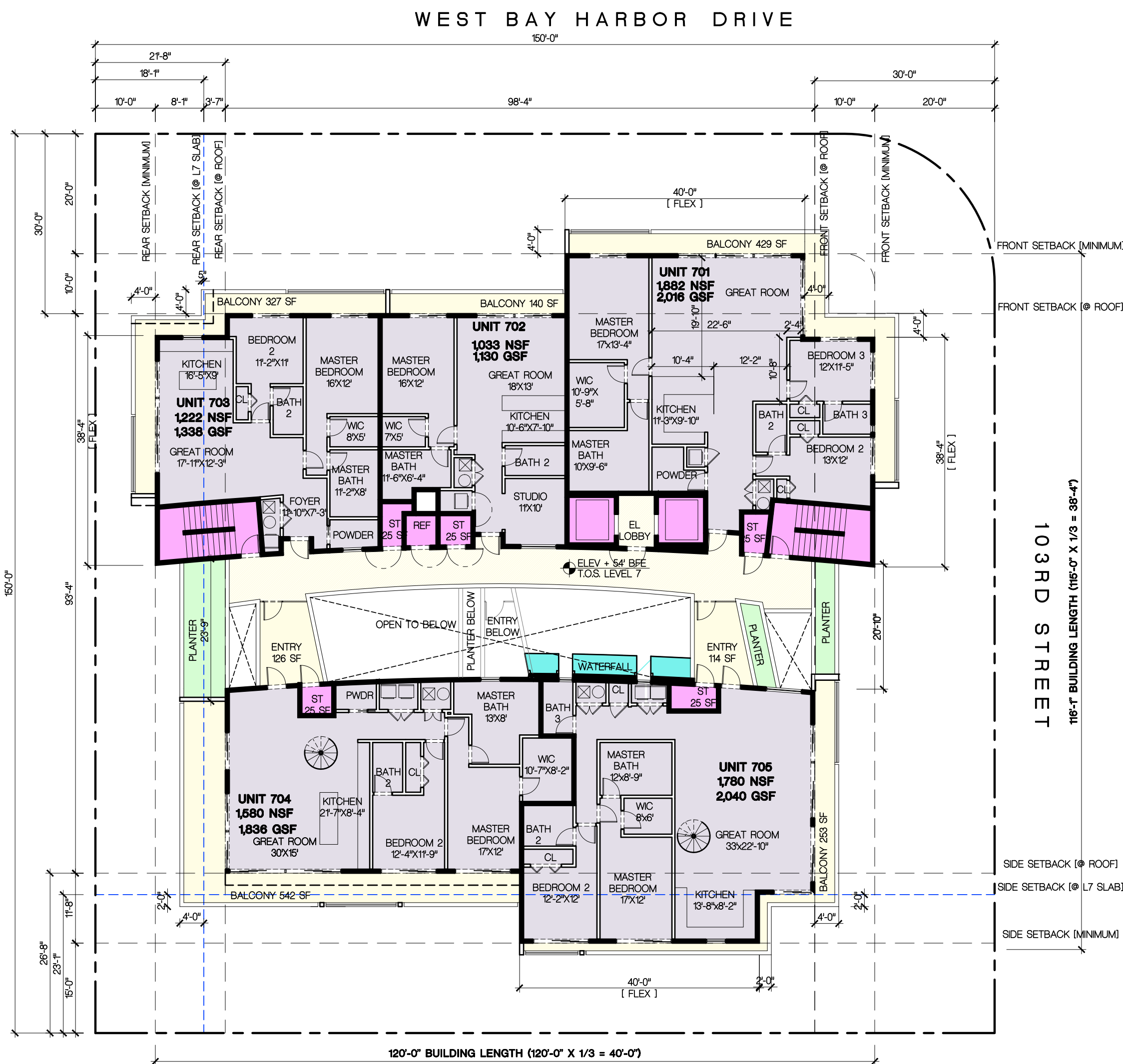
STRUCTURAL ENGR.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 949-3088 FAX NO. (305) 949-3273
EB NUMBER: 0007488 PE NO. 35460

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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

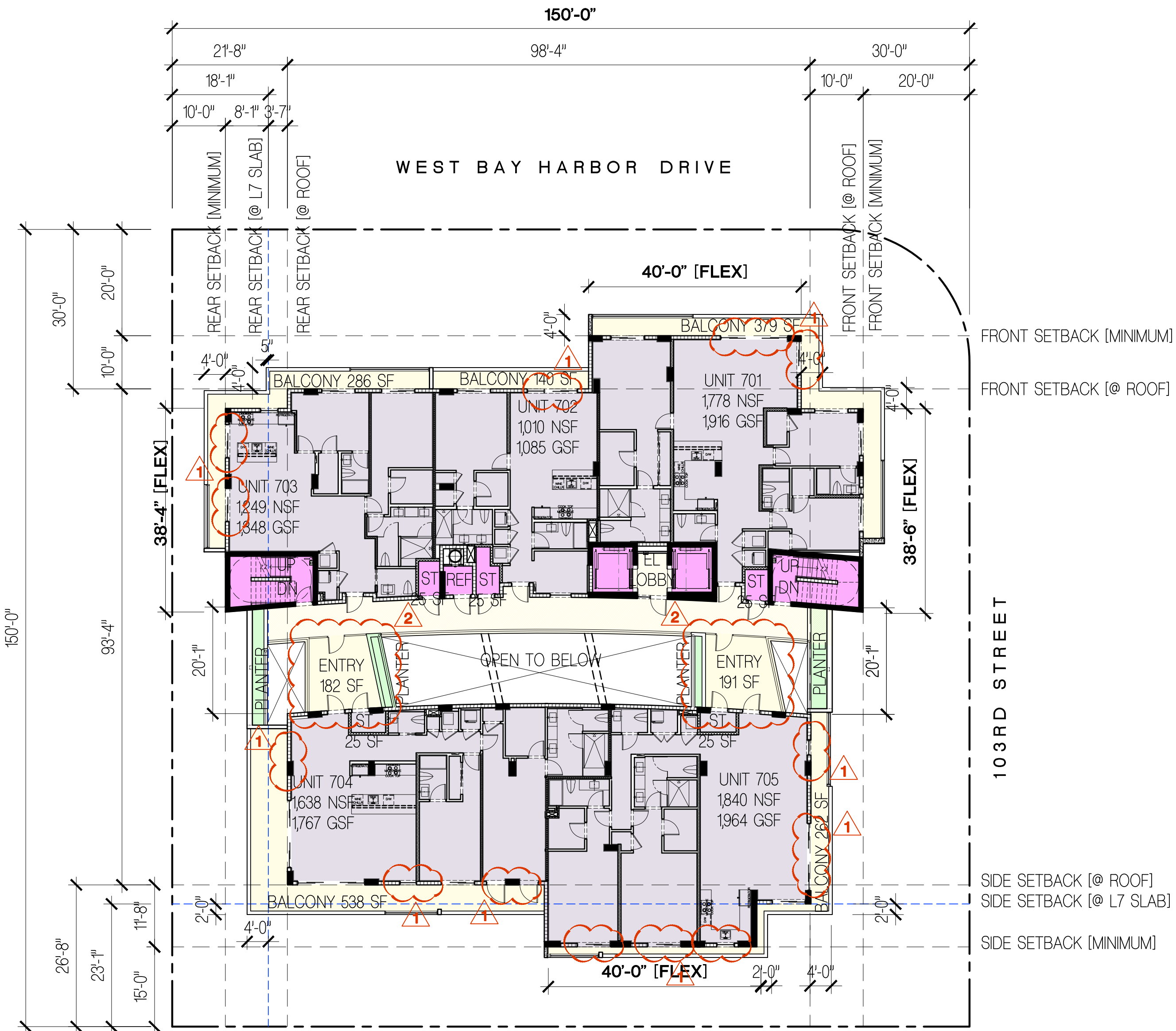
DRAWING TITLE
LEVEL 6 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-1.06
P&Z REVISIONS



LEVEL 7 FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017
SCALE: 1/16" = 1'-0"

NOTES:

- 1 REDUCED GLAZING ALONG THE EXTERIOR PERIMETER
- 2 INCREASED THE AREA OF THE 3 PRIVATE ENTRY COURTS TO THE NORTH UNITS.



LEVEL 7 FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018
SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
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PH: (305) 868.3655 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
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7657 NW 50TH STREET MIAMI, FLORIDA 33166
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PROJECT MANAGER
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civil engineers
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SUSAN C. HOLLAND, PE
Reg. no. 41831

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GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
6800 S.W. 31 STREET MIAMI, FL 33143
PHONE: 305-665-9688 FAX: 305-668-8426

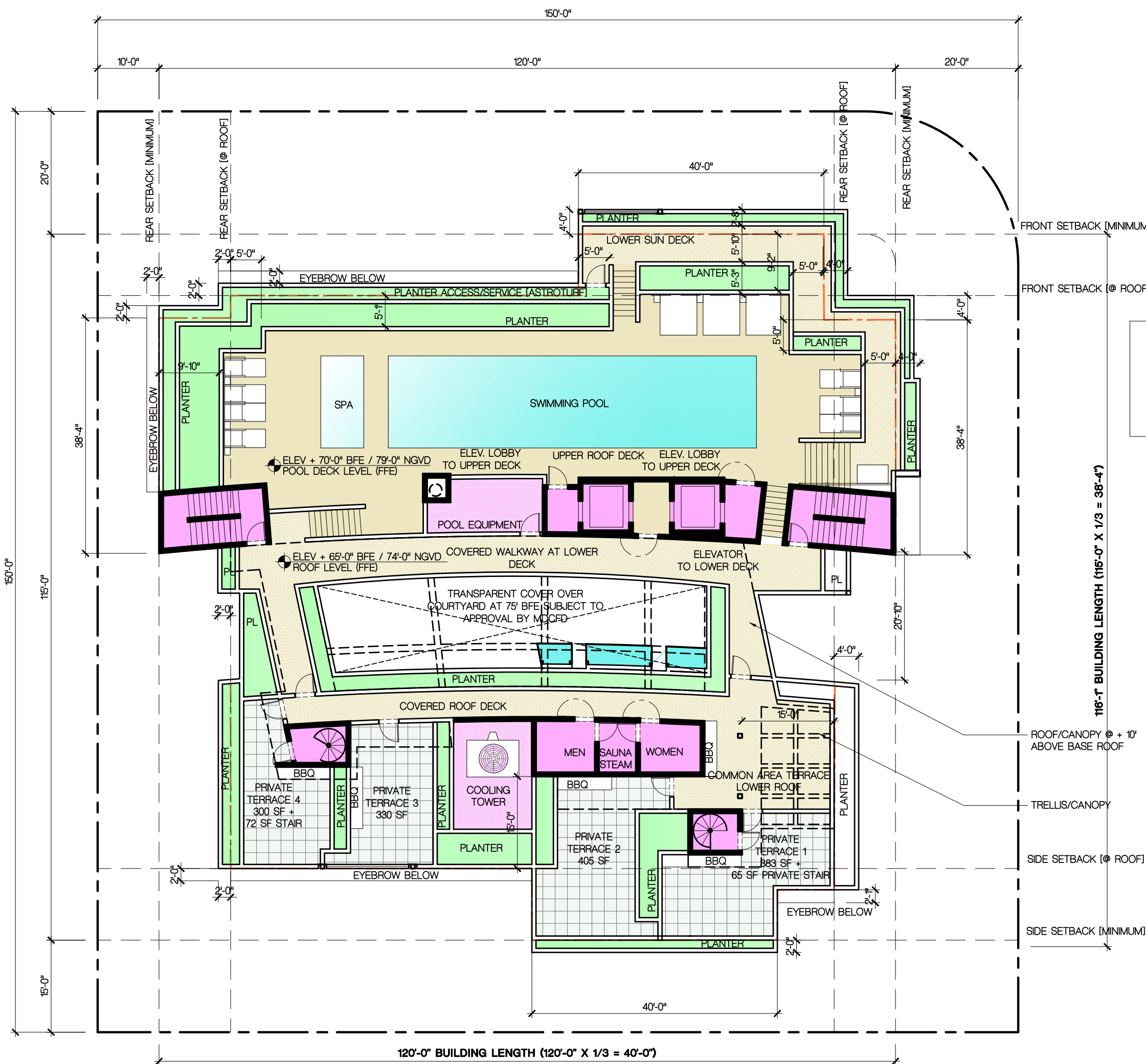
STRUCTURAL ENG.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

MEP ENG.
J G P ENGINEERING GROUP
MECHANICAL ELECTRICAL PLUMBING
3553 NE 79 AVENUE
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(305) 438-6292 FAX (305) 438-9272
E-MAIL: JGPE@BELLFLOWER.NET
JOSE G. PUIG SR. FLORIDA P.E. # 47817
JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

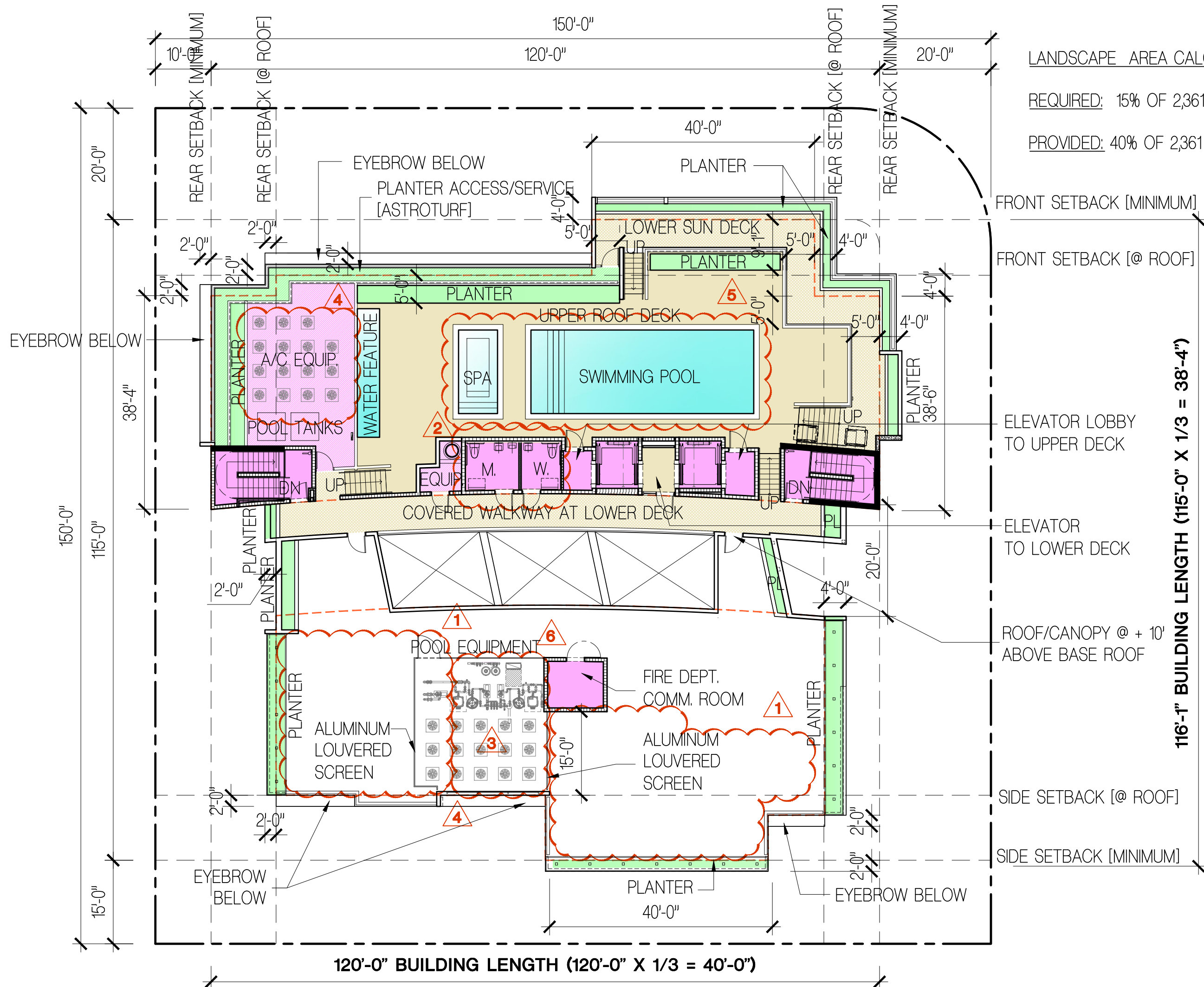
DRAWING TITLE
LEVEL 7 FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER
A-107
P&Z REVISIONS



LANDSCAPE AREA CALCULATION
REQUIRED: 15% OF 6,185 SF = 928 SF
PROVIDED: 21% OF 6,185 SF = 1277 SF

NOTES:

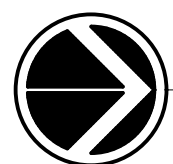
- 1 ELIMINATED THE 3 PRIVATE TERRACES ON THE NORTH
- 2 RELOCATED THE BATHS FROM THE NORTH TO THE SOUTH.
- 3 ELIMINATED THE COOLING TOWER ON THE NORTH.
- 4 ADDED CONDENSING UNITS ON THE NORTH AND SOUTH.
- 5 REDUCED SIZE OF POOL.
- 6 RELOCATED POOL EQUIPMENT FROM THE SOUTH TO THE NORTH.



LANDSCAPE AREA CALCULATION:

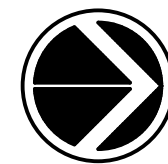
REQUIRED: 15% OF 2,361 SF = 354 SF

PROVIDED: 40% OF 2,361 SF = 950 SF



ROOF LEVEL FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017

SCALE: 1/16" = 1'-0"



ROOF LEVEL FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018

SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3565 FAX: (305) 868.3550
E-MAIL: INFO@FRANKELBENAYOUN.COM

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T. 305.592.2526 F. 305.592.7887

BUROTTA INTERNATIONAL
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(786)558.0157 - (569) 9822.0592
W W W . B U R O T T O . C O
C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER:
RILEA MANAGEMENT, LLC
1200 BRICKEL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 5 4

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LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
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PHONE: 305-665-9688 FAX: 305-668-8426

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CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
EB NUMBER: 0007488 PE NO. 35460

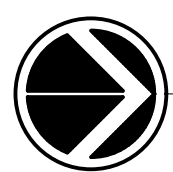
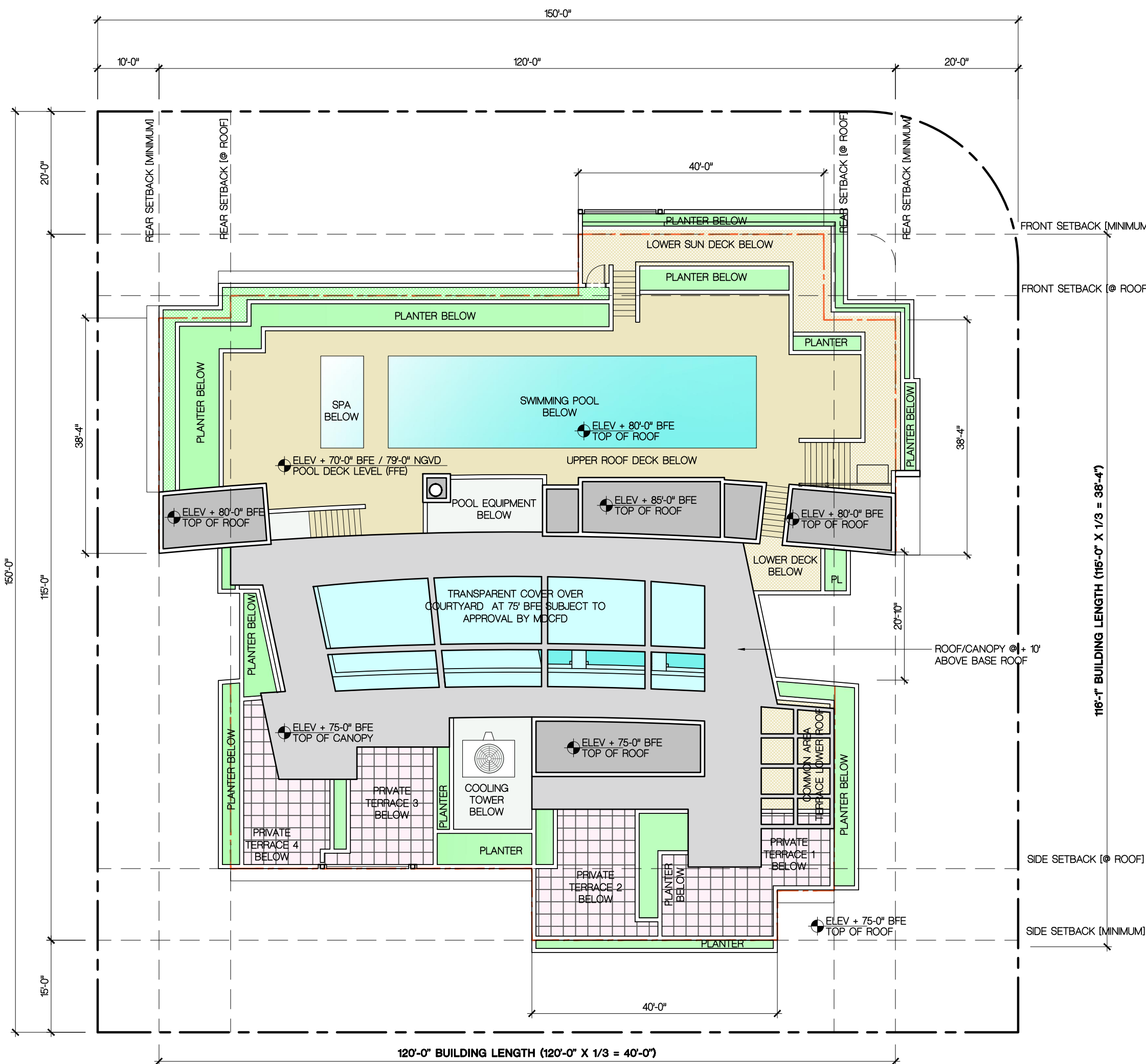
MEP ENG.
J G P ENGINEERING GROUP
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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
ROOF LEVEL FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER:
A-108
P&Z REVISIONS



UPPER ROOF FLOOR PLAN - P&Z BOARD APPROVED - FEBRUARY. 13, 2017

SCALE: 1/16" = 1'-0"

NOTES:

ELIMINATED THE 3 PRIVATE TERRACES ON THE NORTH

RELOCATED THE BATHS FROM THE NORTH TO THE SOUTH.

ELIMINATED THE COOLING TOWER ON THE NORTH.

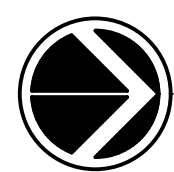
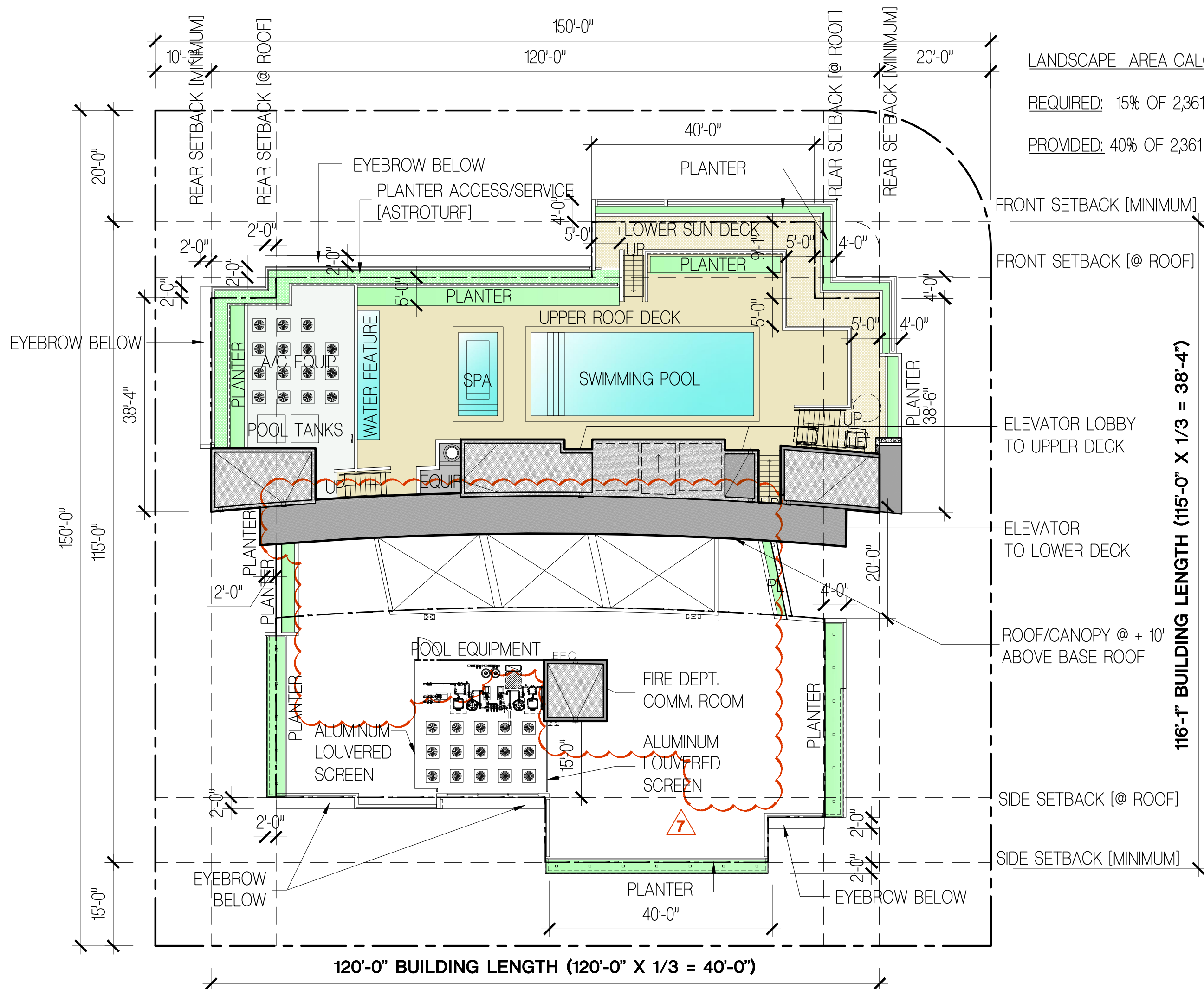
ADDED CONDENSING UNITS ON THE NORTH AND SOUTH.

REDUCED SIZE OF POOL.

RELOCATED POOL EQUIPMENT FROM THE SOUTH TO THE NORTH.



REDUCED ROOF CANOPY.



UPPER ROOF FLOOR PLAN - P&Z BOARD REVISIONS - APRIL 3, 2018

SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN, LICENSE NO. AR0017273
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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER:
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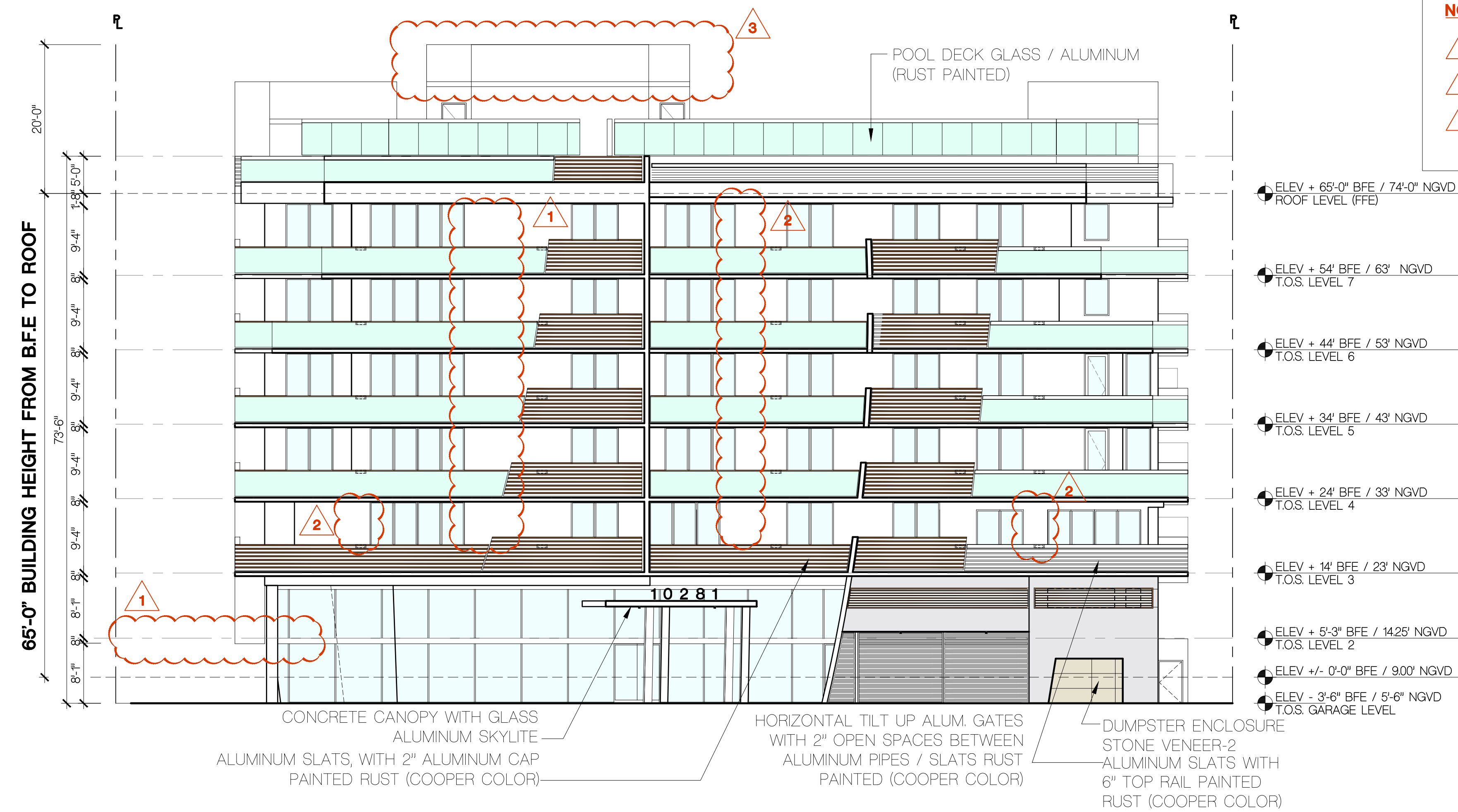
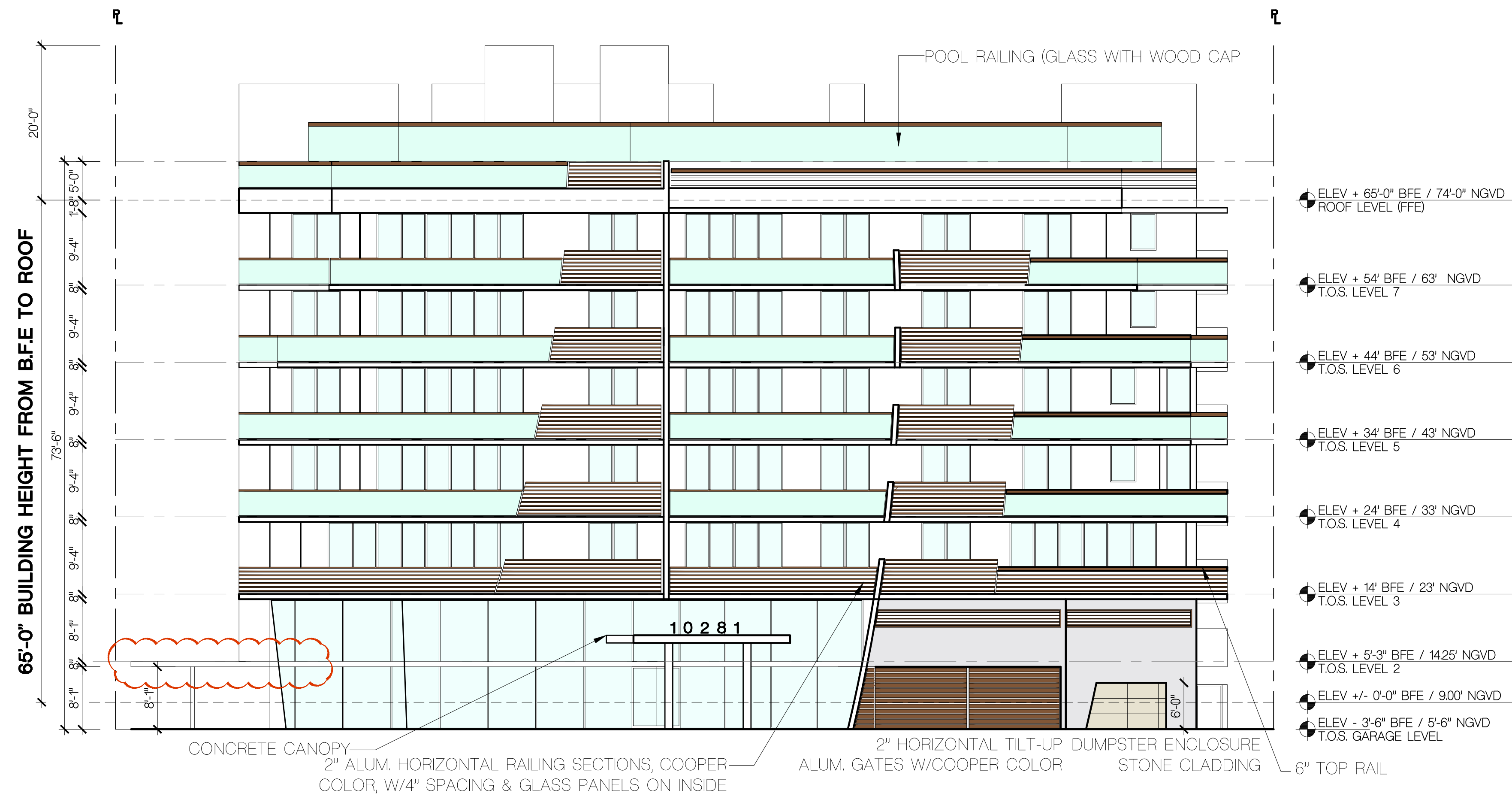
STRUCTURAL ENG.
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JOSE G. PUIG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE:
UPPER ROOF FLOOR PLAN
SCALE: - DATE: APRIL 3, 2018
SHEET NUMBER:
A-109
P&Z REVISIONS



NOTES:

- 1 REMOVE CANOPY ABOVE WEST WALKWAY @ WEST
- 2 REDUCE GLAZING AREA.
- 3 ADDED PARAPETS ABOVE THE ELEVATOR LOBBIES TO CONCEAL THE ROOF-TOP MECHANICAL EQUIPMENT.

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL,
LICENSE NO. AR0007143
FHAAT BENAYOUN FISHPAN,
LICENSE NO. AR0017273

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C B U R O T T O @ B U R O T T O . C L

PROJECT MANAGER:
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SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH:



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE

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PE NUMBER: 0007488
PE NO. 35460

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JOSE G. PUIG JR.	FLORIDA P.E. # 49148
HECTOR M. BLASCO	FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE	DATE
-----------	------

NO.	REVISION	DATE	BY

DRAWING TITLE:

**SIDE
ELEVATION**

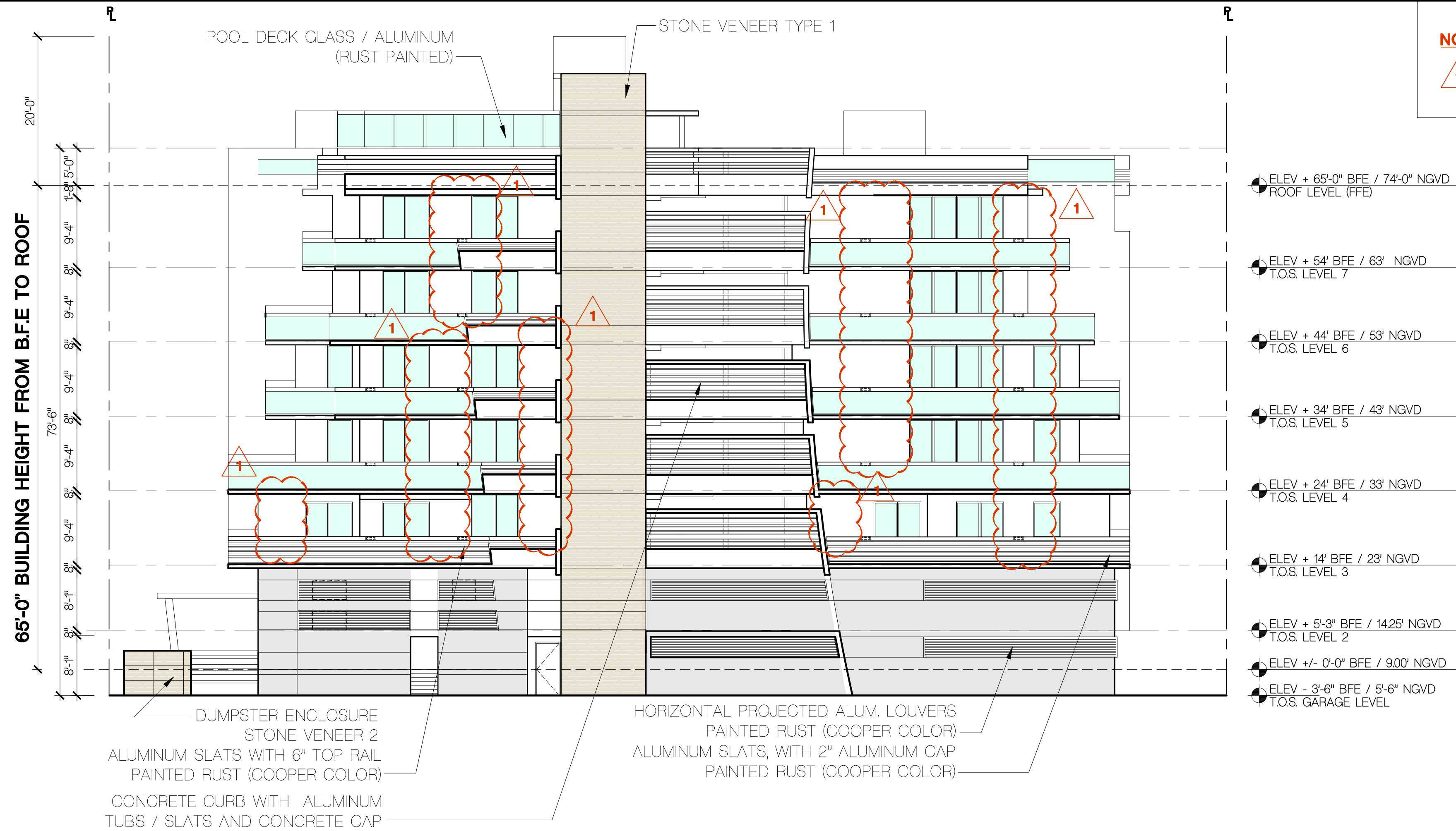
SCALE: 3/32"=1'-0"	DATE: APRIL 3, 2018
SHEET NUMBER	

A-2.02

P&Z REVISIONS



SOUTH ELEVATION - P&Z BOARD APPROVED - FEBRUARY 13, 2017



SOUTH ELEVATION - P&Z BOARD REVISIONS - APRIL 3, 2018

NOTES:

1 REDUCE GLAZING AREA.

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL,
LICENSE NO. AR0007143
IPHAT BENAYOUN FISHMAN,
LICENSE NO. AR0017273
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PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

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C B U R O T T O @ B U R O T T O . C O

PROJECT MANAGER:
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LANDSCAPE ARCH.
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ROBERT PARSLEY A.S.L.A.
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PHONE: 305-665-9688 FAX: 305-668-8426

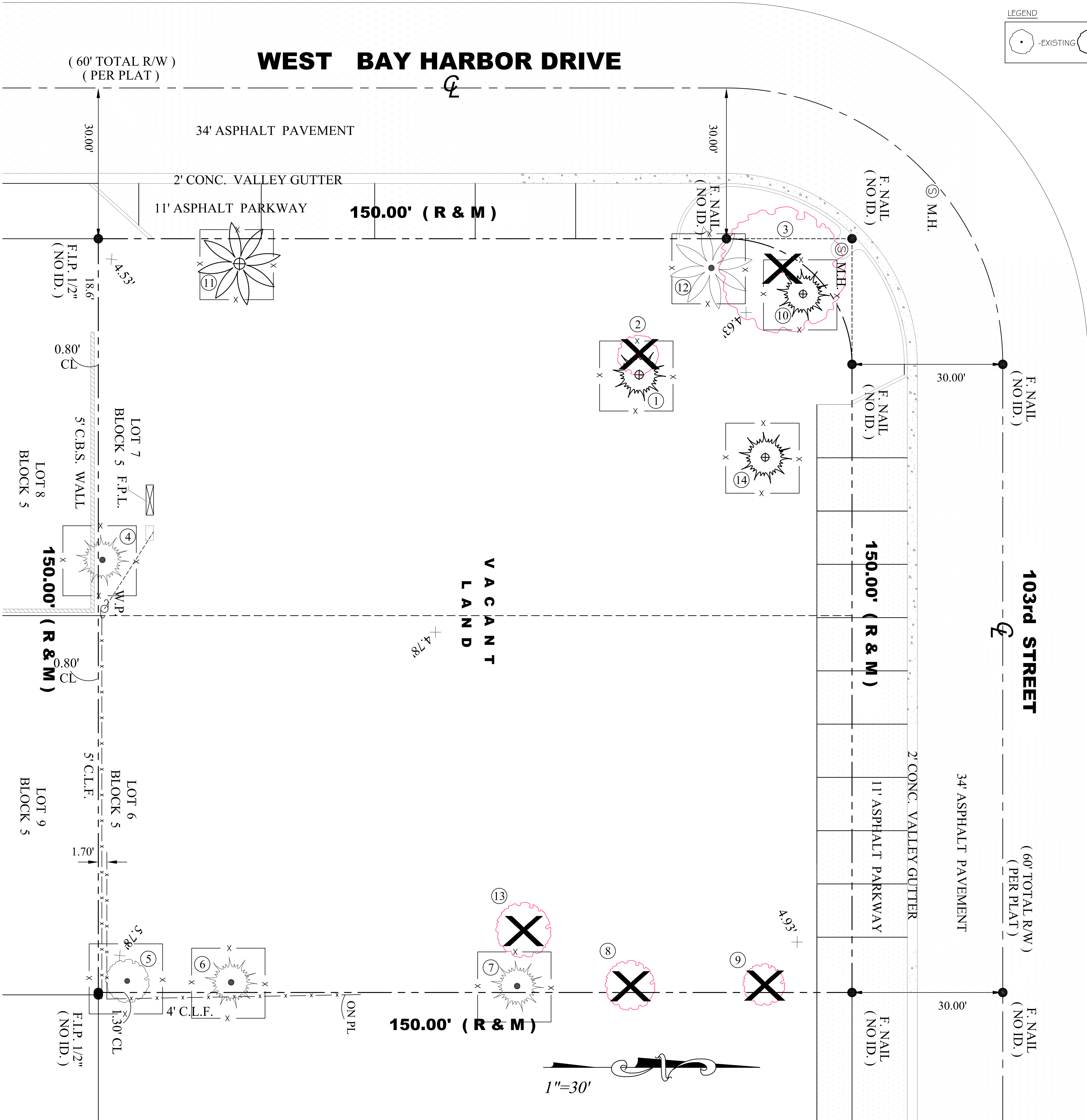
STRUCTURAL ENL.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3353 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3073
EB NUMBER: 0007488 PE NO. 35460

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ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

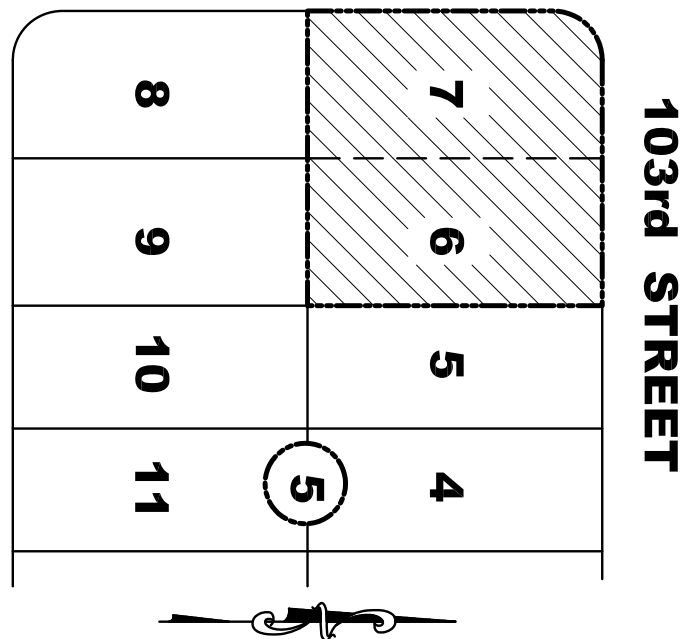
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BACK
ELEVATION
SCALE: 3/32"=1'-0" DATE: APRIL 3, 2018
SHEET NUMBER:
A-2.03
P&Z REVISIONS



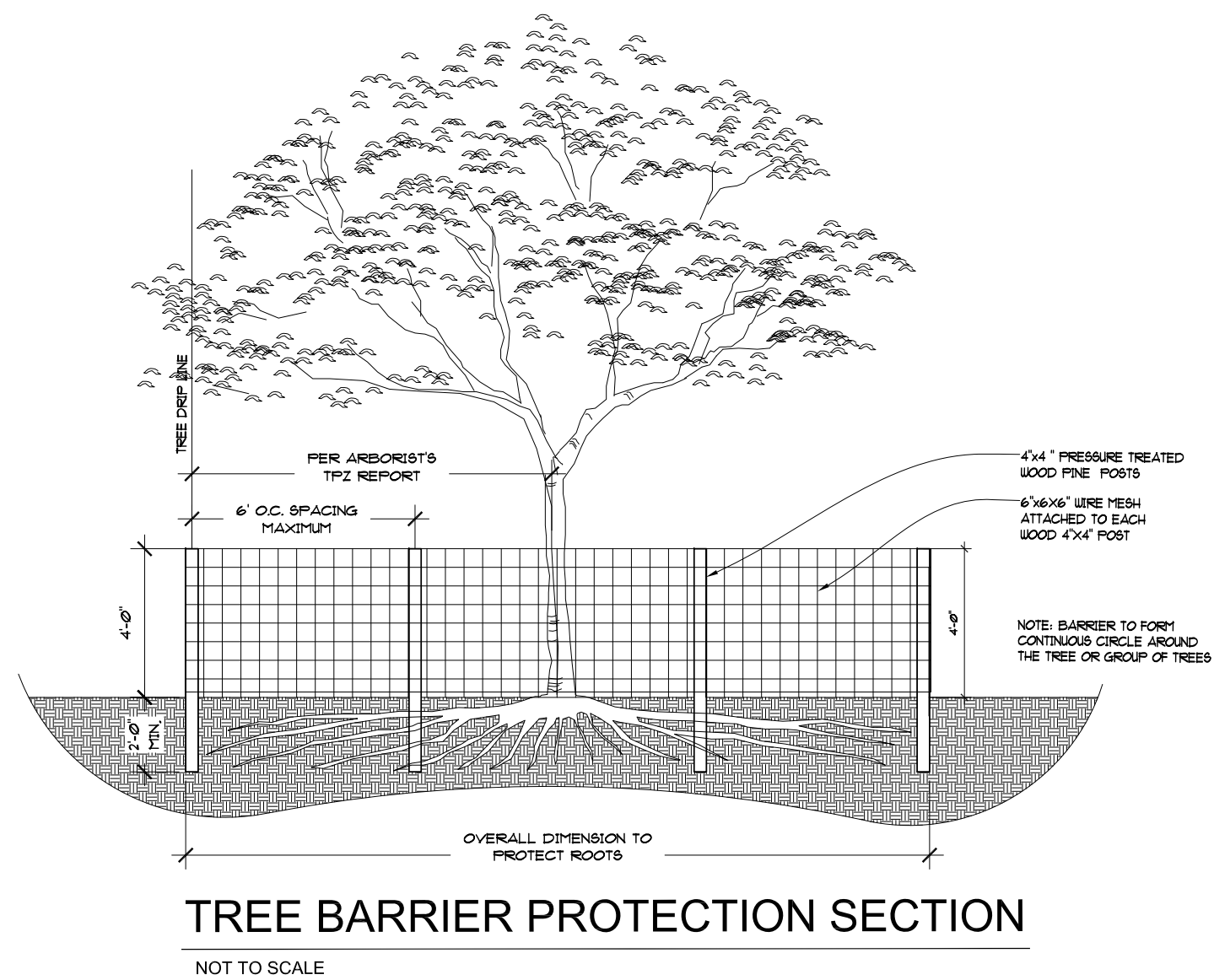
LEGEND

EXISTING TRANSPLANT REMOVE

WEST BAY HARBOR DRIVE

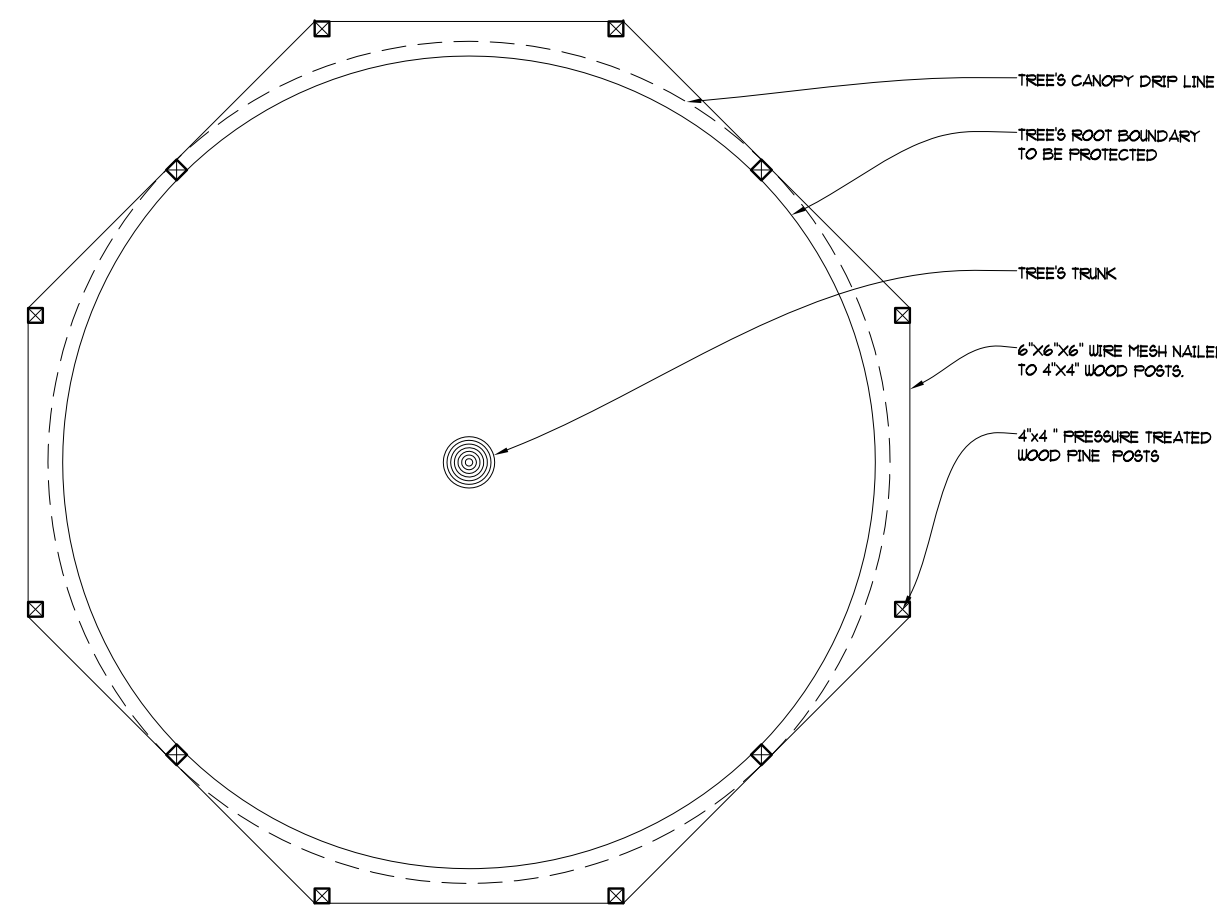


Atlantis Condo									
1170 103rd St. Bay Harbor Island									
Tree disposition list									
No.	cnt	Common Name	Botanical Name	Ht.	Spr	dbh	Can. Sq. ft.	Cond. / Disp.	
1	1	Sabal palm	<i>Sabal palmetto</i>	35'	8'	3"	50'	Transplant	
2	1	Gumbo Limbo	<i>Bursera simaruba</i>	35'	8'	3"	50'	Construction / Demo	
3	1	Mahoe Tree	<i>Thespesia populnea</i>	30'	45'	4"	0'	Invasive	
4	1	Sabal palm	<i>Bursera simaruba</i>	25'	10'	12"	79'	Remain	
5	1	Mango tree	<i>Hibiscus tiliaceus</i>	15'	7'	9"	38'	Remain	
6	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Remain	
7	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Remain	
8	1	Umbrella Tree	<i>Chefelia</i>	30'	20'	36"	314'	Invasive	
9	1	Ficus Tree	<i>Ficus species</i>	15'	20'	9"	314'	Volunteer	
10	1	Sabal palm	<i>Sabal palmetto</i>	15'	7'	12"	38'	Transplant	
11	1	Royal Palm	<i>Rostonia eleata</i>	50'	15'	24"		Transplant	
12	1	Royal Palm	<i>Rostonia eleata</i>	50'	15'	24"		Remain	
13	1	Australian Pine	<i>Ptychosperma elegans</i>	50'	15'	24"	177'	Construction / Demo	
14	1	Sabal palm	<i>Bursera simaruba</i>	15'	7'	12"	38'	Transplant	
Total d.b.h. Inches to be Removed						126"			
Total	5	Trees to be Removed					855		
Total	4	Trees to be Transplanted							



TREE BARRIER PROTECTION SECTION

NOT TO SCALE



TREE BARRIER PROTECTION PLAN

NOT TO SCALE

EXISTING TREE DISPOSITION PLAN

SCALE: 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
JHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

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JOSE O. PUG JR. FLORIDA P.E. # 48148
HECTOR M. BLASCO FLORIDA P.E. # 56115

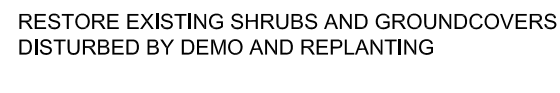
ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
EXISTING TREE
DISPOSITION PLAN

SCALE: 3/32" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER

LD-1



TOTAL SITE AREA = 22,366 SF
LANDSCAPE AREA REQUIRED = 4,473 SF [20% OF SITE AREA]
LANDSCAPE AREA PROVIDED = 5,075 SF [23%]

Ground Level Planting Plan	
SCALE 3/32" = 1'-0"	DATE NOVEMBER 1, 2017
SHEET NUMBER L-1	



ATLANTIS

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

9740-60 WEST BAY HARBOR DRIVE

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

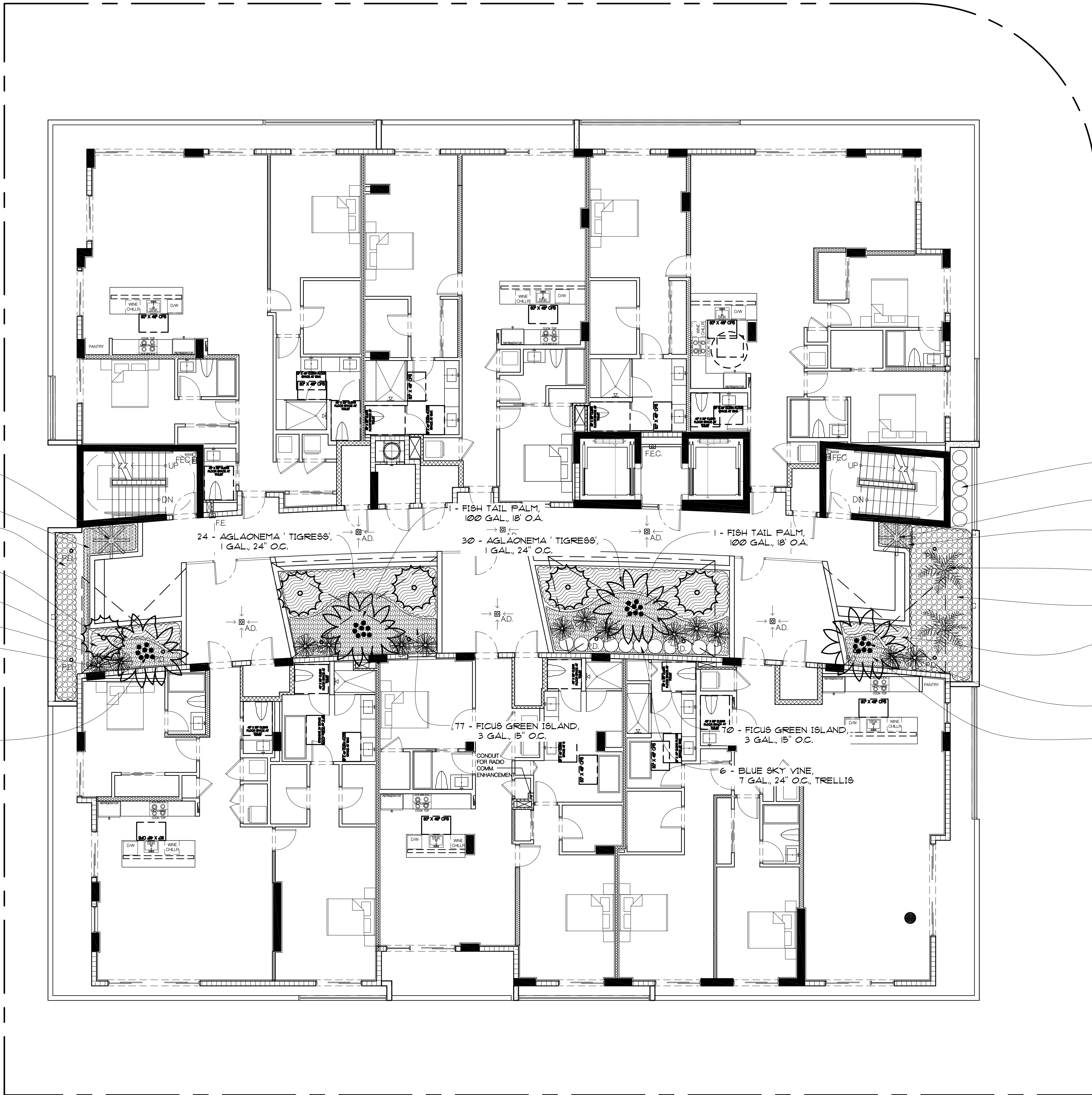
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE

Level 3
Planting Plan

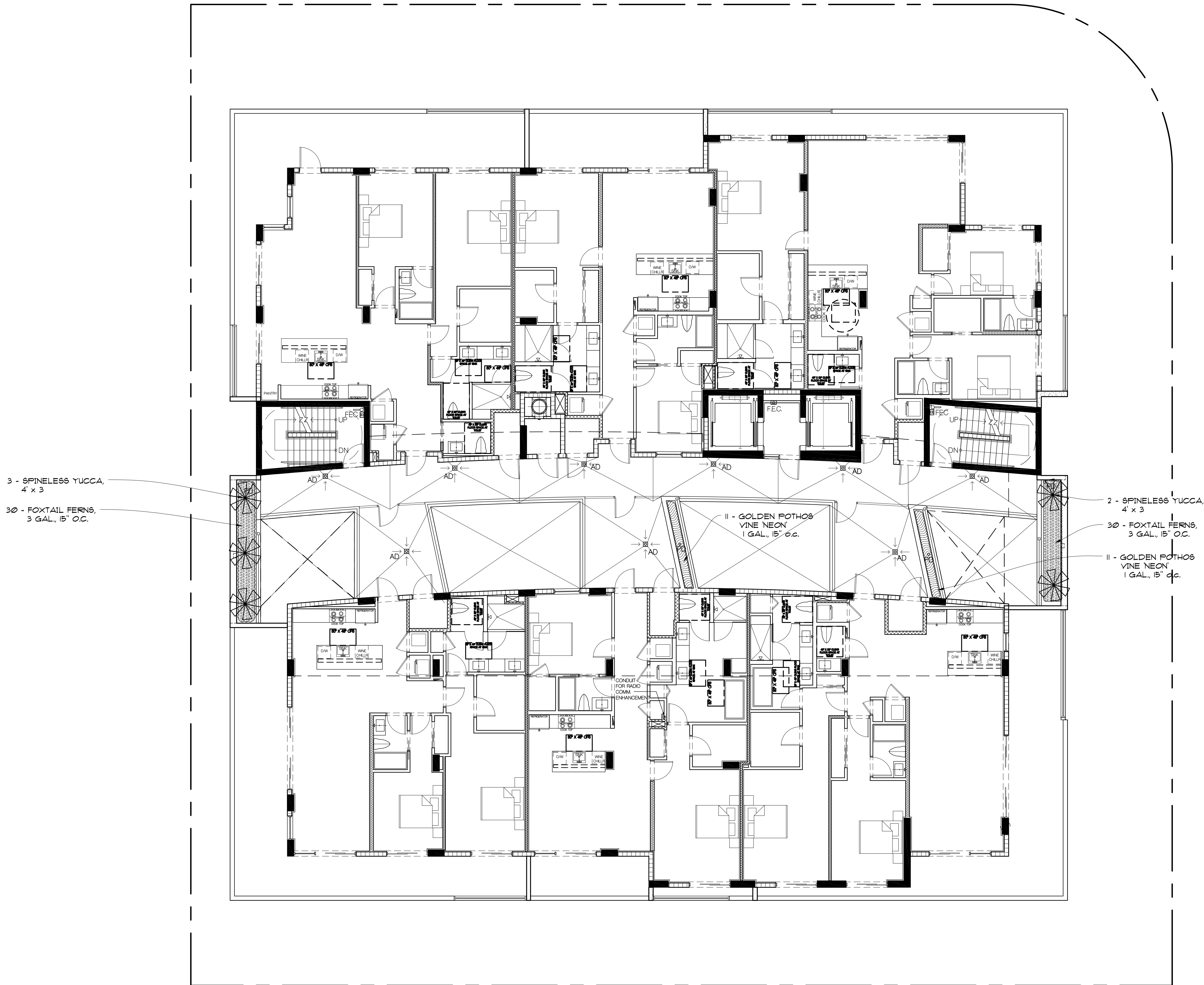
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-2



120'-0" BUILDING LENGTH (120'-0" X 1/3 = 40'-0")

LEVEL 3 PLANTING PLAN
SCALE: 1/8" = 1'-0"



LEVEL 4 PLANTING PLAN ➡
SCALE: 1/8" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN, FISHMAN,
LICENSE NO. AR0017273
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GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4000 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-655-9008 FAX: 305-655-9426

STRUCTURAL ENG.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3555 NE 103 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33150
PHONE NO. (305) 940-2088 FAX NO. (305) 940-3273
CELL NUMBER: 305.7485 PE NO. 35495

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J & P ENGINEERING GROUP
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E-MAIL: JGP@J&PELLOTH.NET
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JOSE G. PUG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 3354

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE
**Level 4
Planting Plan**
SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER
L-3

3 - SPINELESS YUCCA,
4' x 3'

28 - FOXTAIL FERNS,
3 GAL., 15" O.C.

11 - GOLDEN POTHOS
VINE 'NEON'
1 GAL., 15" O.C.

2 - SPINELESS YUCCA,
4' x 3'

30 - FOXTAIL FERNS,
3 GAL., 15" O.C.

11 - GOLDEN POTHOS
VINE 'NEON'
1 GAL., 15" O.C.

LEVEL 5 PLANTING PLAN

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

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN, FISHMAN,
LICENSE NO. AR0017273
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BAY HARBOR ISLANDS, FLORIDA 33154
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Reg. no. 41831

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10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33554

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE
Level 5
Planting Plan

SCALE: 1/8" = 1'-0" DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-4

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS INTERIOR DESIGN

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ATLANTIS

10281 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.

REVISION

DATE

BY

1

APRIL 4, 2018

DRAWING TITLE

Level 6
Planting Plan

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

DATE: NOVEMBER 1, 2017

SHEET NUMBER

L-5

LEVEL 6 PLANTING PLAN

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



1

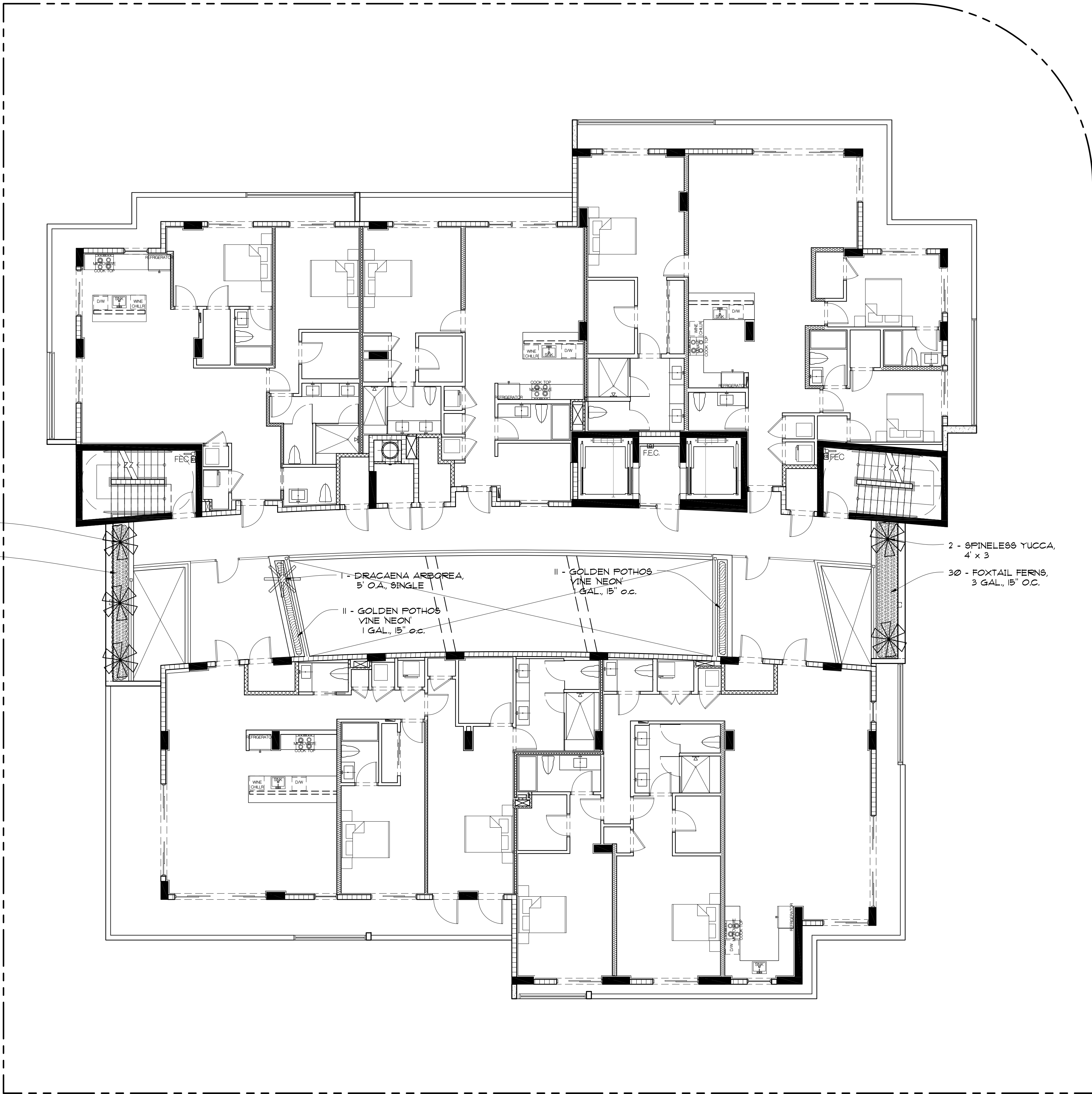
ATLANTIS

10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

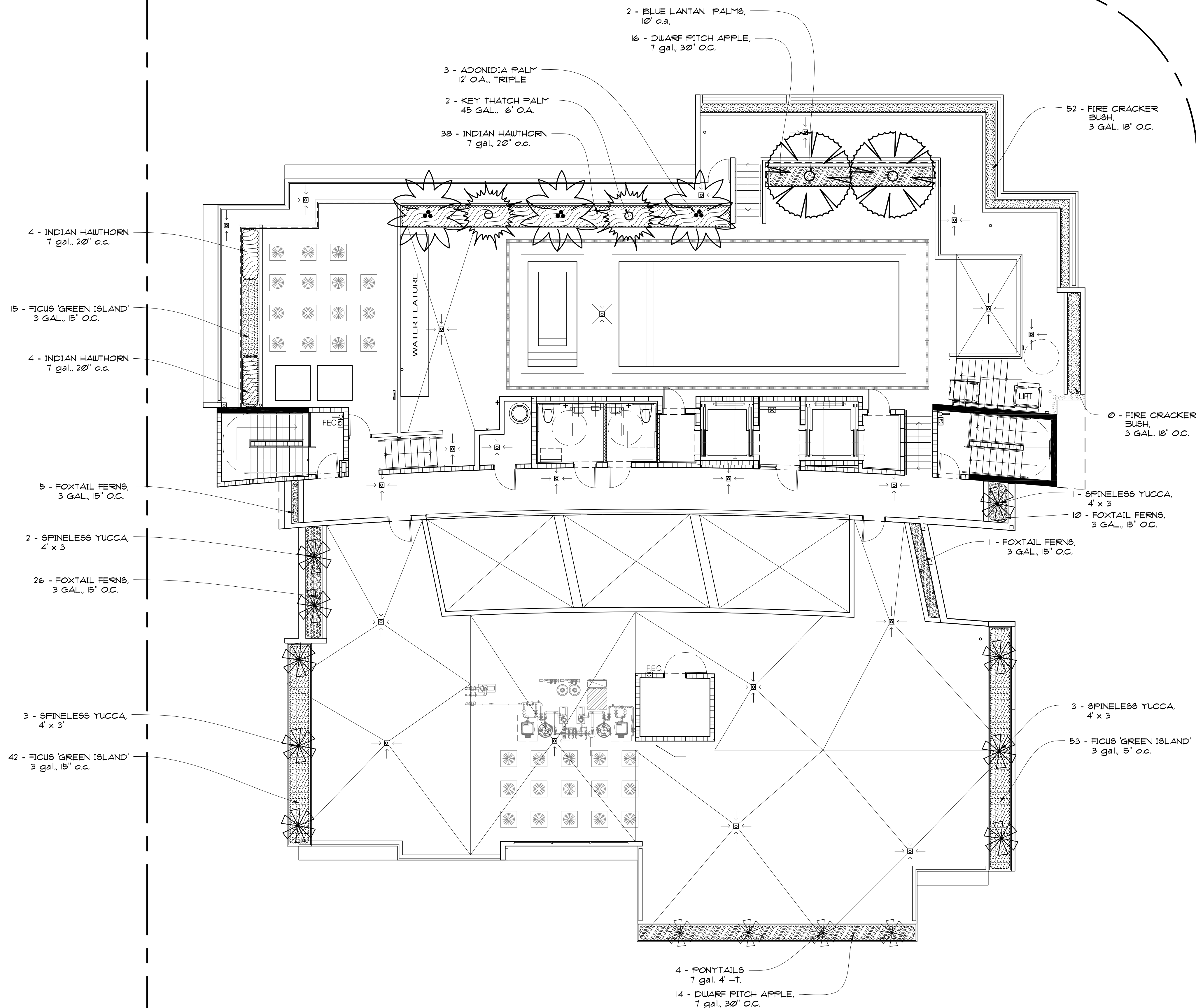
SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE	
Level 7 Planting Plan	
SCALE: 1/8" = 1'-0"	DATE: NOVEMBER 1, 2017
SHEET NUMBER	
L-6	

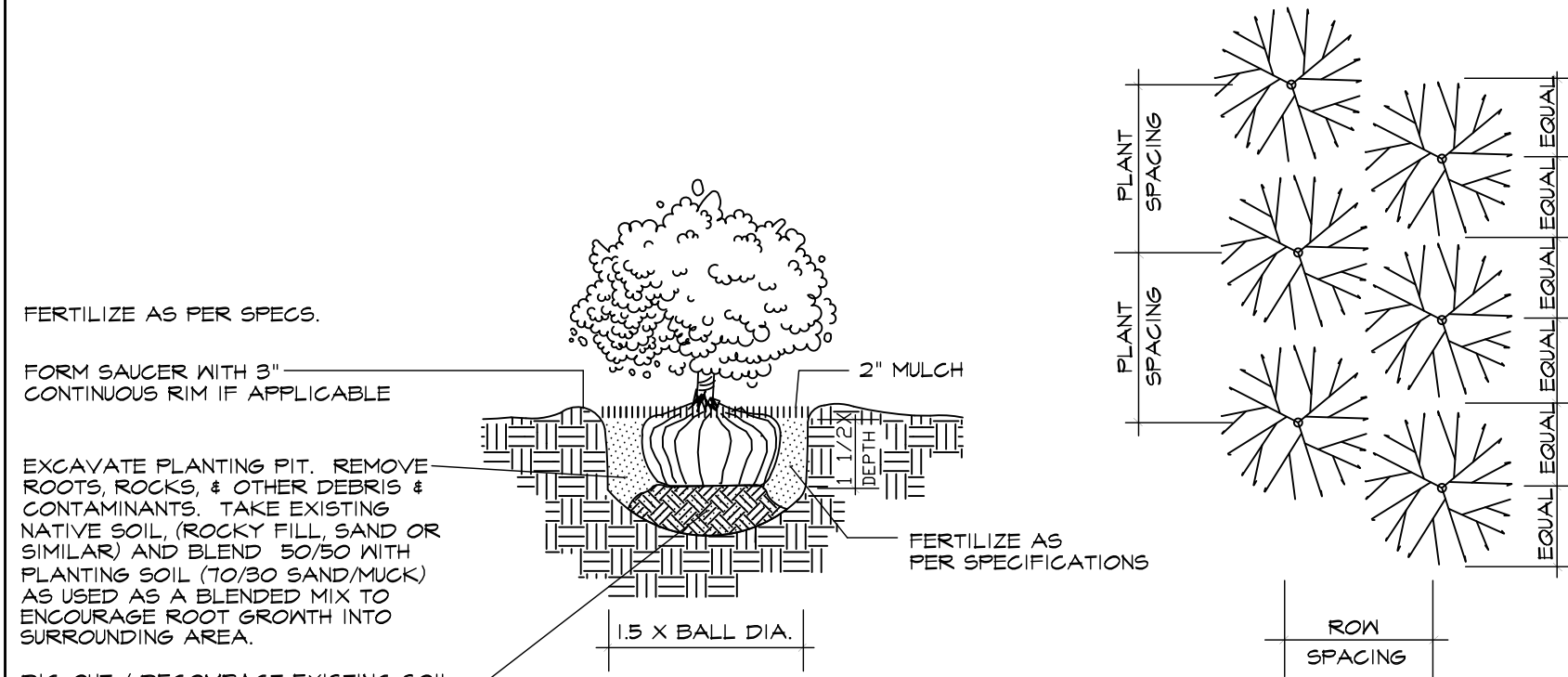


LEVEL 7 PLANTING PLAN
SCALE: 1/8" = 1'-0"

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		



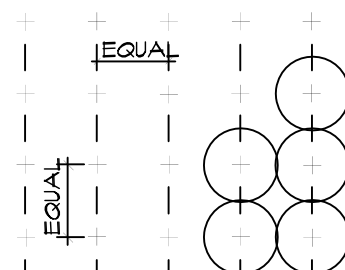
ROOF LEVEL PLANTING PLAN
SCALE: 1/8" = 1'-0"



SHRUB PLANTING DETAIL

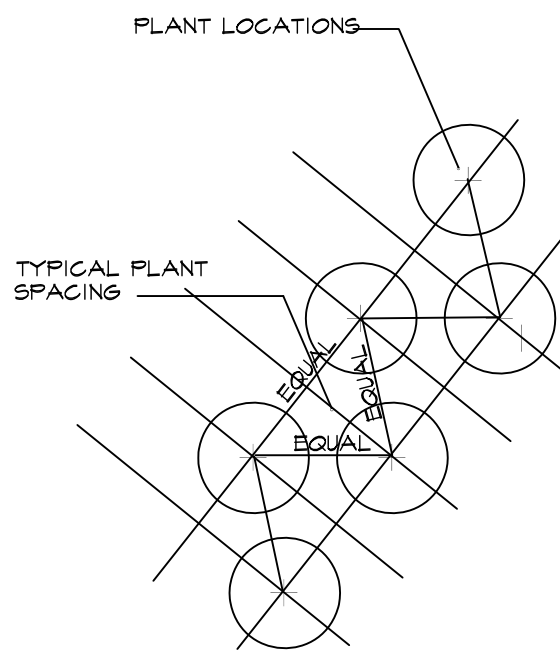
PLANT SPACING	ROW SPACING
12"	10.4"
18"	15.6"
24"	20.8"
30"	26.0"
36"	31.2"
48"	41.6"
60"	52.0"

NOTE:
IN MOST CASES TRIANGULAR
SPACING IS PREFERRED. USE
SQUARE SPACING ONLY IN
SMALL RECTILINEAR AREAS.

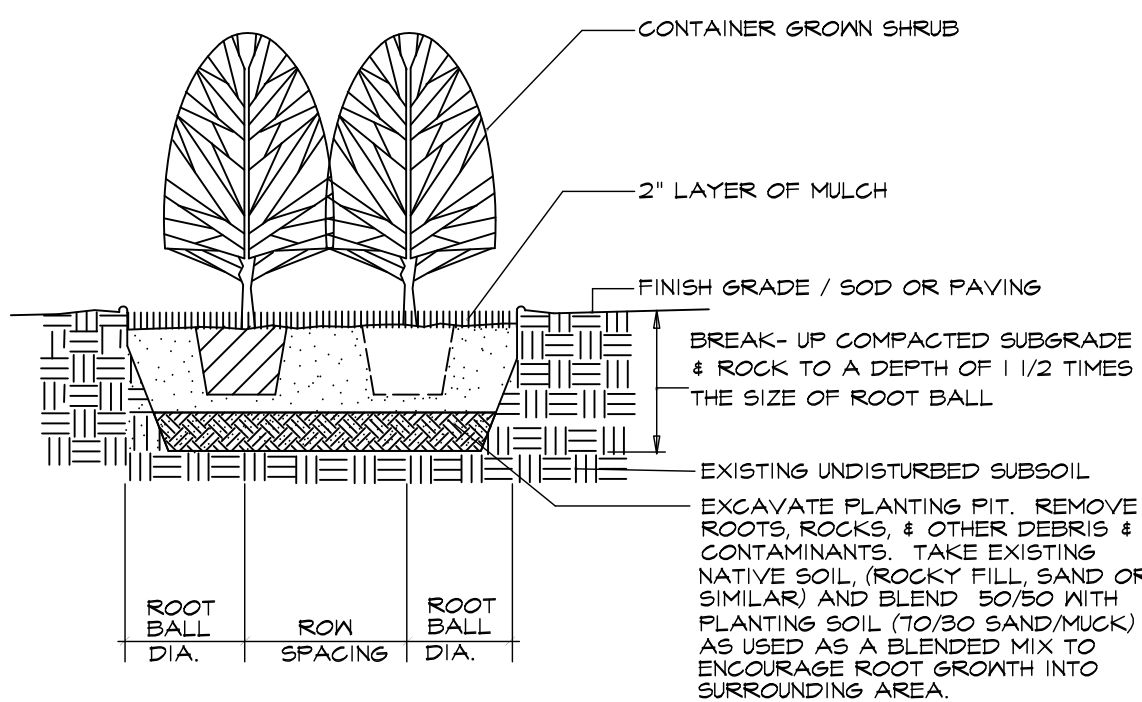


TYPICAL PLANT SPACING

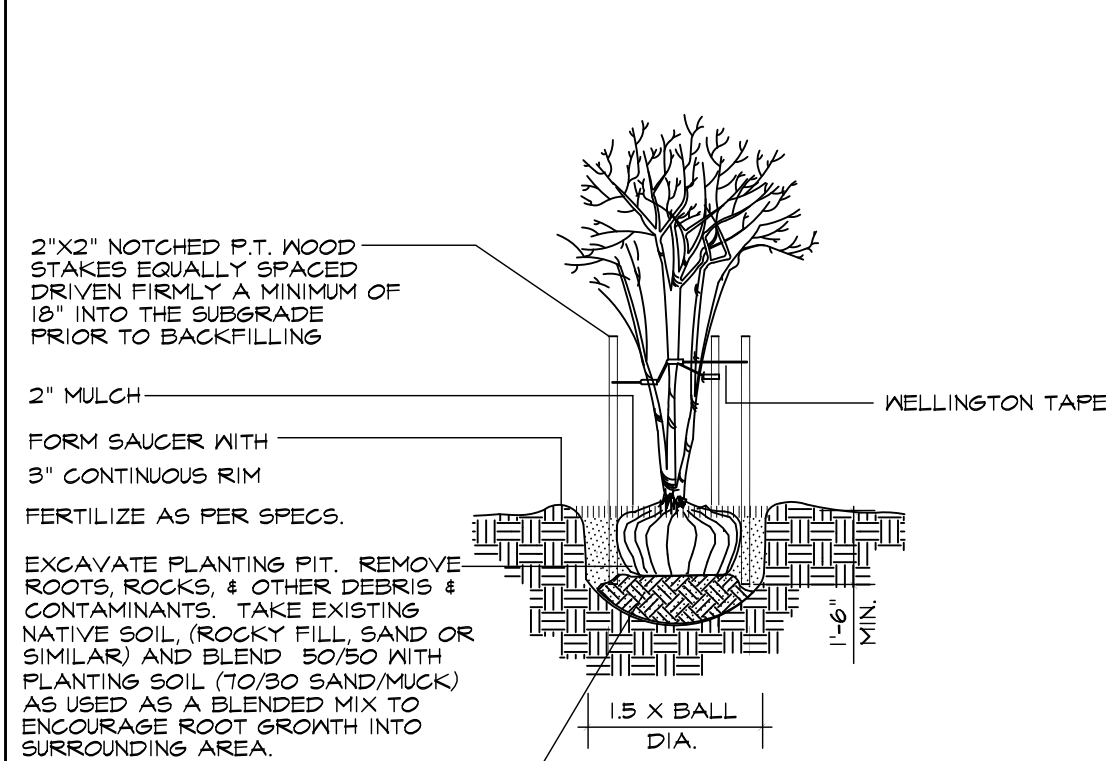
SQUARE SPACING PLAN



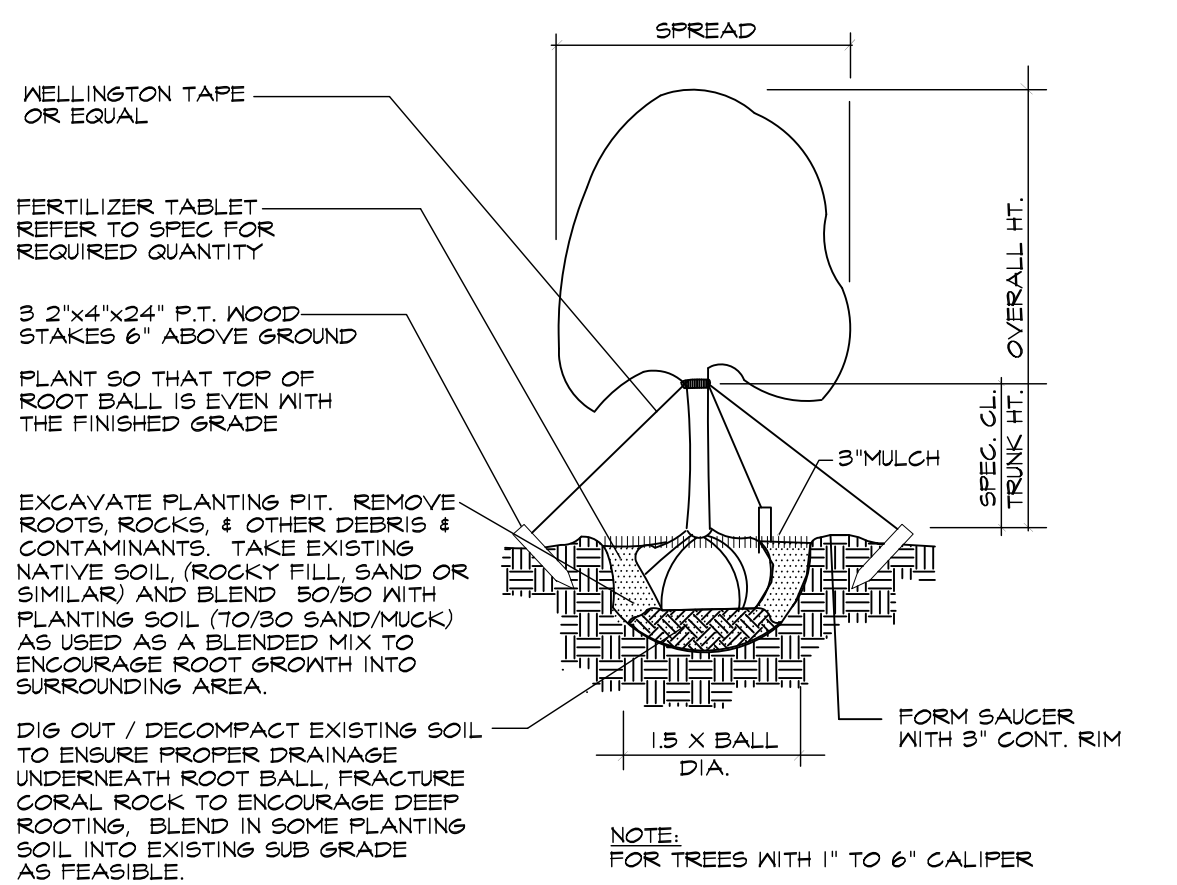
TRIANGULAR SPACING PLAN



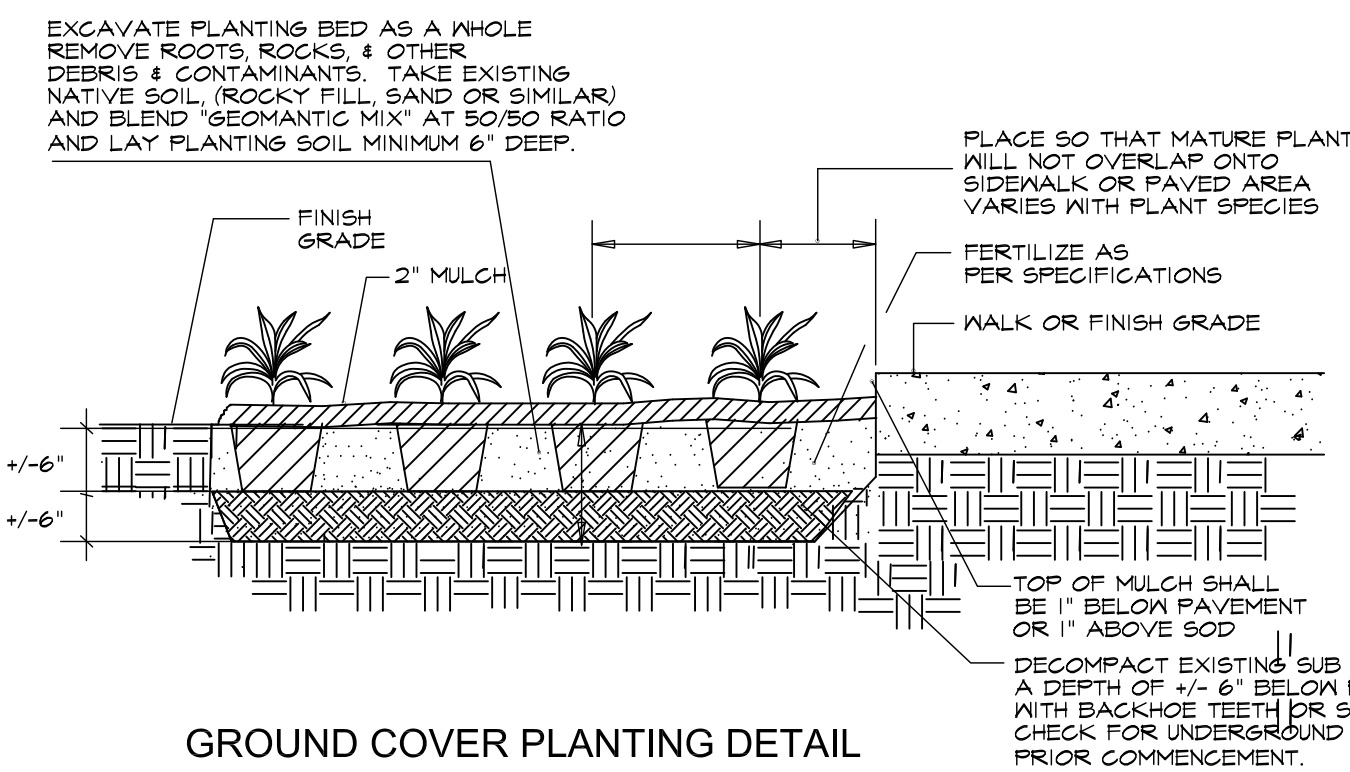
HEDGE & MASS PLANTING DETAIL



MULTI-TRUNK TREE STAKING



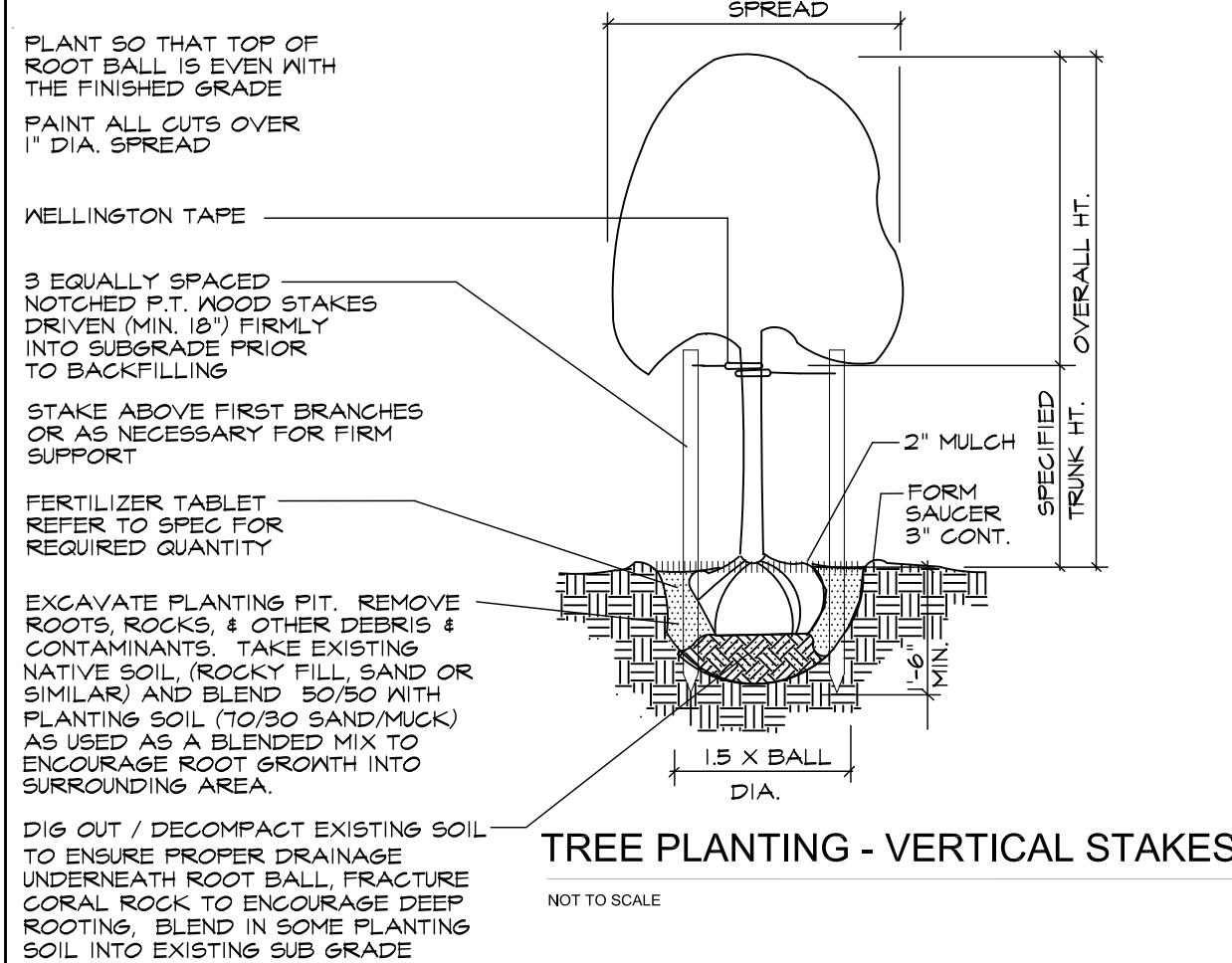
TREE PLANTING - GUY WIRES OR WELLINGTON TAPE



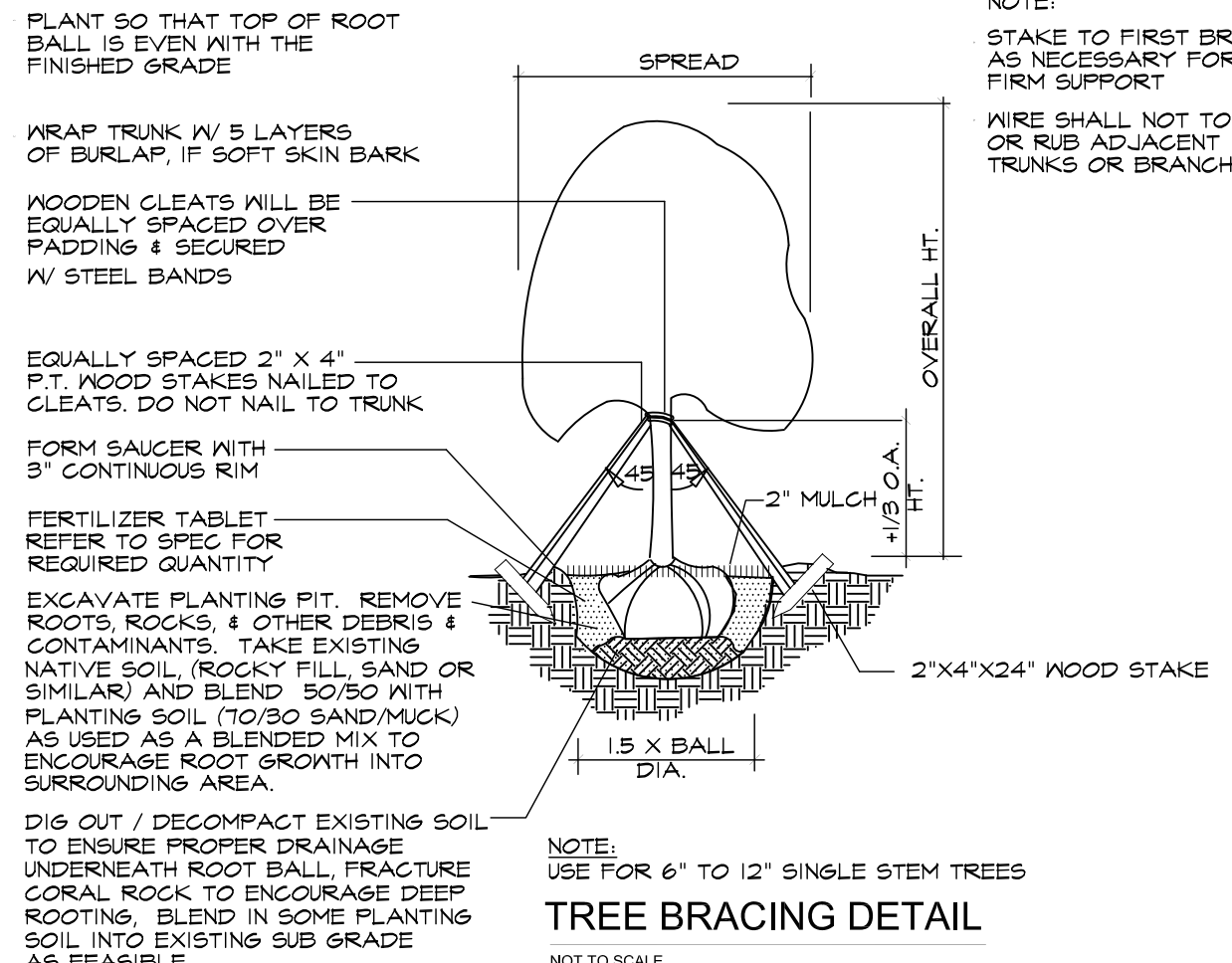
GROUND COVER PLANTING DETAIL

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"	3	2 # 12	3 - 2 x 2

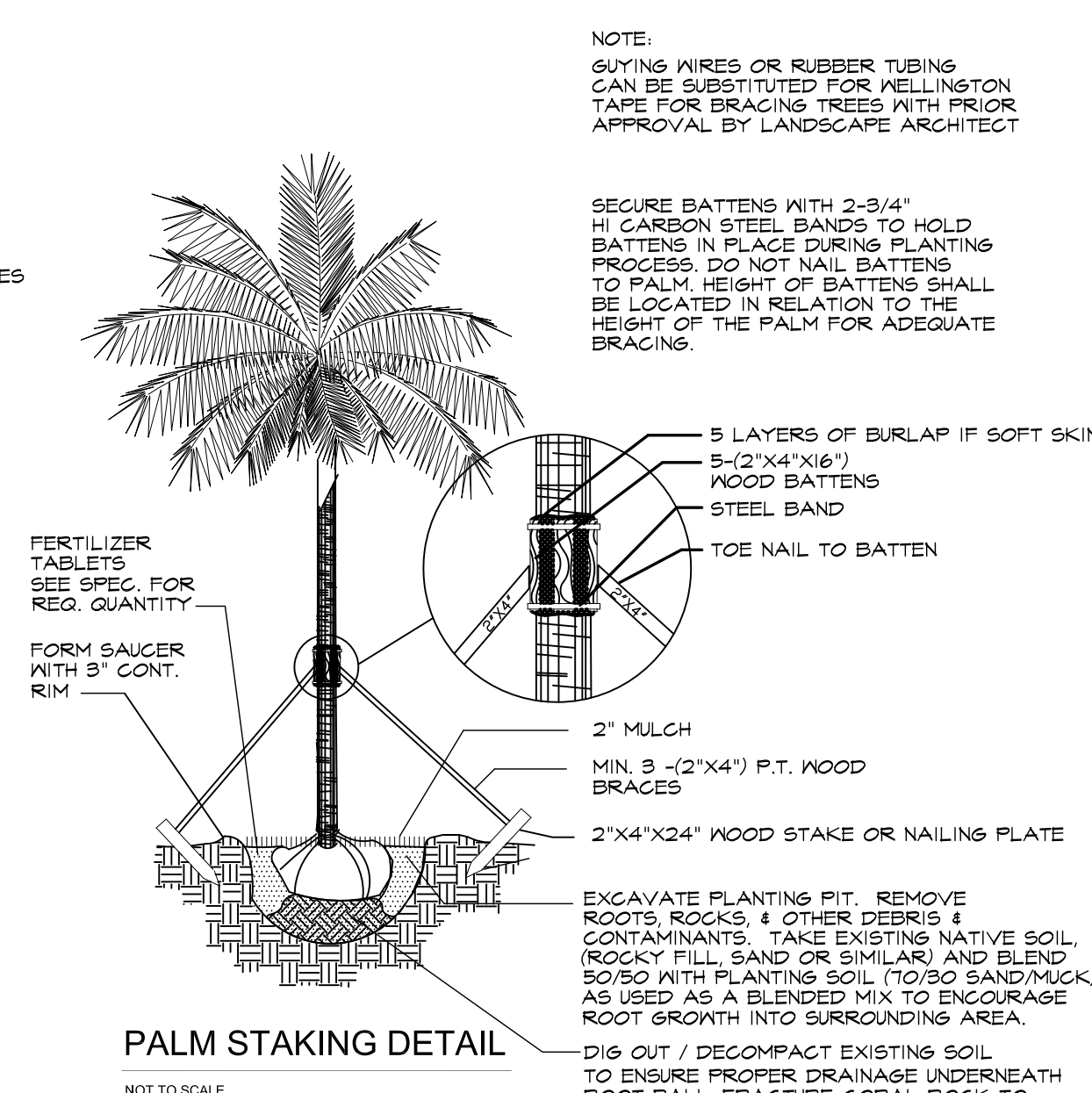
CALIPER	CLEATS	STRAPS	BRACES	NAILS
4" - 8"	2 x 4 x 8"	1 # 12	3 - 2 x 4	2 - 16d
8" - 10"	2 x 4 x 12"	1 # 12	3 - 2 x 4	3 - 16d
10" - 16"	2 x 4 x 12"	2 # 12	4 - 2 x 4	3 - 16d



TREE PLANTING - VERTICAL STAKES



TREE BRACING DETAIL



PALM STAKING DETAIL

NEW TREE - 1 YEAR MAINTENANCE PLAN

WATER:
ALL NEW TREES TO BE ON A AUTOMATED IRRIGATION SYSTEM WITH RAIN SENSOR.
1ST MONTH WATER EVERY DAY.
2ND THROUGH 6TH MONTHS - EVERY OTHER DAY.
7TH THROUGH COMPLETE YEAR - 2 TIMES A WEEK.
NOTE: ADJUST IRRIGATION DURATION TIMES TO ENSURE THAT TREE'S ROOT BALL IS COMPLETELY SATURATED WITH WATER.
IRRIGATION WATER FREQUENCY AND DURATIONS MAY VARY DUE TO TIME OF YEAR AND CLIMATE CONDITIONS.

FERTILIZER:
USE A PALM 'SPECIAL' FERTILIZER, 8-2-12, FROM ATLANTIC FERTILIZER, 1 LBS. PER INCH CALIPER OF TREE EVERY 3 MONTHS.

MULCH:
INSPECT AND REPLACE MULCH AFTER 6 MONTHS WITH APPROVED EUCALYPTUS OR MELALEUCA MULCH ONLY.
NO RED COLORED OR CYPRESS MULCH TO BE USED.

TRIMMING & PRUNING:
PRUNE ONLY CRITICAL BRANCHES (DEAD OR BROKEN).

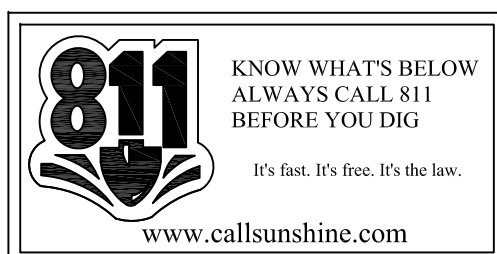
STAKING AND BRACING:
INSPECT ALL TREE TIES AND STAKING AND ADJUST AS NEEDED. REMOVE ANY STAKING MATERIAL THAT IS IN CONTACT WITH TREE AFTER 1 YEAR.
PERIOD OF NO MORE THAN 6 MONTHS AFTER INITIAL PLANTING AS THE TREE SHOULD BE WELL ESTABLISHED BY THEN.

PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.) 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 phasing 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 "Geomantic Mix" planting soil. See soil specification.
- Planting soil specification: Geomantic 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.
- Root & Upper Terrace levels: Planting soil specification: Geomantic Root Planter Mix: 50% Coarse Orlona Sand, 20% Florida Peat, 20% Pinebark, 8% Rice Rock, 2% Marl.
- Fertilize all plants with Omocote "Sierra Blend" 8-10-10 1/2 hand full for 1 - 3 gallons, 1 hand full for 7-20 gallon, and 4 hand full for 30 and over (B & B) material.
- Fertilize all B&B material with 10 "Agriform" tablets or equal.
- Mulch all landscape areas with 2-1/2" - 3" of Eucalyptus or Melaleuca mulch "Eco mulch". (No cypress or red color mulch).
- All sod areas laid with St. Augustine "Palmetto" to be hand raked prior to installing the sod.
- All sod areas to be top dressed with 2" of 80/20 Lake Wales silica sand/Florida peat moss prior to sodding.
- All Plant material, excluding Sod, to be warranted as follows: Shrubs and Ground covers for 30 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 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 must be on an automatic irrigation system from time of installation, with 100% coverage and 100% overlaps, with rain sensors per city codes. No hand watering.
- 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). 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 assure that all cementitious contaminants 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 sod areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 6" and add 2 min. 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 LA 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, break off large piece of existing coral rock, +/- 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 \$500 per caliper inch.
- Remove plastic, backfill with 50% existing soil blended with 50% planting soil plus 1/4 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 drenching, but are not a substitution.



PLANTING DETAILS

SCALE: N.T.S.

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NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 3354

SIGNATURE	DATE
NO.	REVISION
	DATE
	BY

DRAWING TITLE
Planting Details & Specifications

SCALE: N.T.S. DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-8

Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet)

Multi-Family Residential / Townhouse Sites (RM-1, RM-2, RM-3)
Town Landscape Code (Sec. 24-16) & Miami-Dade Landscape Code (Chapter 18A)

Site Address 10281 West Bay Harbor Drive Legal Description _____

Net Lot Area 22,366 Acres / 0.513 SF

I. Open Space Requirement
1. Net Lot Area = 22,366 SF x 20% = 4,473 SF 20% / 4,473 SF 24 % / 5368 SF
(BHI – Sec. 23-11)

2. Maximum Lawn Area Allowed
(MDC – Sec. 18A-6(A)(5))
a. Req. open space 4473 SF x 60% = 2684 SF 60% Max / 2684 SF 10 % / 435 SF

II. Shade Trees

A. Required

1. 28 shade trees/acre: 28 x 0.513 acres = 15 15 18
(Min. 12" in height / 4" clear wood / 2 1/2" caliper)
(Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees)
(MDC – Sec. 18A-6(C)(5)) and BHI Sec. 24-18

2. Native Species Required - 50% Min.
of shade trees req. 15 x 50% = 8 8 18
(BHI – Sec. 24-18(a)(2))

3. Drought Tolerant and Low Maintenance Species Require – 50% Min.
of shade trees req. 15 x 50% = 8 8 18
(MDC – Sec. 18A-6(C)(1)(b))

B. Tree Species

1. Number of shade trees required
(from Sec. (II)(A)(1) above) 15

2. Number of shade tree species required
(BHI – Sec. 24-16(a)(2)) 4 5

*See Following Table.

Page 1 of 3

Revised 12/09/14

Number of Different Tree Species based on Quantity

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

C. Tree Heights

1. Number of Stories of building 7

2. Number of shade trees required
(from Sec. (II)(A)(1) above) 15

3. Shade tree heights required: 12 ft. - _____ % or _____ shade trees
14-16 ft. - 28 % or 5 shade trees
16-18 ft. - 50 % or 9 shade trees
18-20 ft. - 22 % or 4 shade trees

Size of Tree Species in Relationship to Building Height

No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
☐ 1-2	12	5	14-18
☐ 3	50% min. req.	5	14-18
	50% 14-18	6	18-22
☐ 4	50% min. req.	5	14-18
	25% 14-18	6	18-22
	25% 16-18	7	22-28
☒ 5 plus	25% min. req.	5	14-18
	50% 16-18	7	22-28
	25% 18-20	8	22-28

(BHI – Sec. 24-16(a)(2))

III. Street Trees

1. Street Trees @ 1:35' 5 6
Width of lot 150' / 35' = _____
(15' min height / 8" clear wood / 2 1/2" caliper)
(Street tree species determined by Street Tree Master Plan)
(Street trees do not count toward required on site shade trees)
(BHI – Sec. 24-16(a)(2)(a))

Page 2 of 3

Revised 12/09/14

IV. Shrubs Required
1. 10 shrubs required per shade tree
(Min. 24" in height / visual screen min. 36" in height / max 24" on center)
(BHI – Sec. 24-18(a)(2)(d)) 150 520

2. Native Species Required - 30% Min.
(MDC – Sec. 18A-6(D)(1)(a)) 45 440

3. Drought Tolerant and Low Maintenance Species Required – 50% Min.
(MDC – Sec. 18A-6(D)(1)(b)) 75 1017

V. Buffers (If applicable)
(BHI – Sec. 24-18)

1. Parking Lot from ROW N/A N/A
(yes / no) (yes / no)

2. Dissimilar Uses N/A N/A
(yes / no) (yes / no)

VI. Parking Lot Landscaping (If applicable)
1. 10 SF / parking space:
10 x _____ spaces = _____ SF
(MDC – Sec. 18A-6(J)) N/A N/A

2. Shade Trees Required
(MDC – Sec. 18A-6(J)) N/A N/A

3. Shrubs Required
(MDC – Sec. 18A-6(I)) N/A N/A

VII. Right Tree Right Place
(BHI – Sec. 24-18(a)(2)(f))

1. Number of trees near power lines
(See attached FPL guidelines) N/A

VIII. Florida Friendly Landscaping
(MDC – Sec. 18A-2(A))

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

Page 3 of 3

Revised 12/09/14

TABULAR SHEETS
SCALE: N.T.S.

FRANKEL BENAYOUN
ARCHITECTS
PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN, FISHMAN,
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX:(305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

ATLANTIS 103, LLC
7657 NW 50TH STREET MIAMI, FLORIDA 33166
T. 305.592.2526 F. 305.592.7887

B
BUROITO
INTERNATIONAL

1200 BRICKELL, SUITE 800, FL 33131
(786)558.0157 – (569) 9822.0592
W W W . B U R O I T T O . C L
C B U R O T O @ B U R O T T O . C L

PROJECT MANAGER

RILEA MANAGEMENT, LLC
1200 BRICKELL AVE SUITE 120
MIAMI, FLORIDA 33131
P H : (3 0 5) 3 7 1 . 5 2 6 4

CIVIL ENGR.

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.
4000 S.W. 81 STREET MIAMI, FL 33143
PHONE: 305-665-9608 FAX: 305-668-8426

STRUCTURAL ENGR.

ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3553 N.E. 103 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33150
PHONE NO. (305) 940-2088 FAX NO. (305) 940-3273
CE NUMBER: 0007485 P.E. NO. 35495

MEP ENGR.

J & P ENGINEERING GROUP
MIAMI, FLORIDA 33131
3553 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 436-9392 FAX (305) 436-9072
E-MAIL: JGP@JAMPBELLSSOUTH.NET
JOSE G. PUG SR. FLORIDA P.E. # 47817
JOSE G. PUG JR. FLORIDA P.E. # 49148
HECTOR M. BLASCO FLORIDA P.E. # 56115

ATLANTIS
10281 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1	APRIL 4, 2018		

DRAWING TITLE:

Tabular Sheets

SCALE: N.T.S. DATE: NOVEMBER 1, 2017
SHEET NUMBER

L-9

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 16.

ITEM: Consideration and approval of Contract award to Arrow Asphalt and Engineering Inc. in the amount of \$225,000.00, for resurfacing roadways in Zone 2. Enclosed is a copy of the bid tabulations and other pertinent information.

DESCRIPTION:

Six (6) bids were opened and read at the public bid opening on July 11th 2018 at Town Hall. The bids ranged from a low of \$216,395.00 submitted by Arrow Asphalt & Engineering Inc. to a high of \$498,930.00, submitted by H&J Asphalt.

A bid evaluation was performed by the Town Engineer, and the lowest responsive bid was deemed to be in the amount of \$216,395.00 from Arrow Asphalt and Engineering Inc. The complete Bid Evaluation Report is attached.

Also attached is the bid signing in sheet for all who attended the Bid opening and the Bid results.

Staff is requesting approval in the amount of \$225,000.00 for this project. Details of this request are presented in the Evaluation Report attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Budget allocation in fiscal 2017-2018 was \$125,000.00.

The lowest responsive bid is in the amount of \$216,395.00, which is less than the budget allocation by \$91,395.00. Staff is requesting that this shortfall be rounded up to \$100,000 and funded as follows:

- (a) \$50,000 from an interdepartmental budget transfer
- (b) \$50,000 from General Fund Reserves

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1. Bid Evaluation BHI 194
2. Bid Results BHI 194
3. Bid Sign-in Sheet BHI 194
4. contractor reference checks - arrow asphalt

interoffice
MEMORANDUM

Randy L. Daniel



From: Randy L. Daniel, P.E. – Town Engineer

To: Ron Wasson - Town Manager

Copy: J.C. Jimenez - Assistant Town Manager
Melisa Cruz – Finance Director

Date: July 17, 2018

Subject: BHI 194 “Resurface Internal Streets, West Island, North Side 96th Street Zone 2” – Recommendation for Contract Award

1.0 BACKGROUND

For the purposes of maintenance, the Town of Bay Harbor Islands has been divided into seven zones to address valley gutter and roadway repairs. A map illustrating the seven zones is attached in Appendix I.

Zone 1 was completed in fiscal 2016-2017, and Zone 2 was budgeted for fiscal 2017-2018. Other Zones will be budgeted in subsequent budgets.

2.0 INTRODUCTION

On June 15, 2018, an advertisement was placed in the Daily Business Review to invite construction bids to “Resurface Internal Streets West Island, North Side of the 96th Street”. This contract award follows the recently completed valley gutter repairs in Zone 2, which was approved by the Town Council at the February 12, 2018 meeting in favor of C&I Construction and Design in the amount \$110,000.00 (BHI 191-Valley Gutter Repairs Zone 2). The account for this project was finalized in the amount of \$85,391.00 on May 2, 2018 (for a saving of \$24,609.00).

3.0 ANALYSIS OF BIDS

At the bid opening at 3:00 P.M. on July 11th 2018 six (6) bids were received and the results are illustrated in Table 1 below. All bidders supplied the requisite Bid Bond with their Bid. Arithmetical checks were performed and minor errors were found in three bids. The corrected bid totals are also shown in Table 1. The corrected digits (in the “Corrected Bid” column) are in red to show the magnitude of the error.

TABLE # 1 - Bid Results

NO.	CONTRACTOR	BID AMOUNT	CORRECTED BID	BID BOND
1	H & R Paving, Inc.	\$272,285.00	\$272,385.00	YES
2	V Engineering & Consulting	\$426,000.18	NONE	YES
3	General Asphalt	\$269,570.00	\$269,525.00	YES
4	C & I Construction and Design	\$469,897.81	\$469,898.81	YES
5	H & J Asphalt	\$498,930.00	NONE	YES
6	Arrow Asphalt & Engineering Inc.	\$216,395.00	NONE	YES

The arithmetical errors in the bids from General Asphalt, H&R Paving Inc. and C&I Construction and Design are as follows: General's Asphalt's bid is \$45.00 less, H&R's bid was \$100.00 more and C&I was \$1.00 more. The corrected bids are attached in Appendix II, in an excel spreadsheet that is also used to compare the two lowest bids in the Engineering Analysis below.

3.1 STATISTICAL ANALYSIS

The following statistical analysis for mean, mode and median is used to determine the average bid value to assist with the analysis.

First, place the bid values in ascending order, starting with the lowest:

216395; 269525; 272385; 426000; 469898; 498930

Mean = $(216395+269525+272385+426000+469898+498930)/6$
= 358855
Or, \$358,855

Mode = None

Median = $(272385+426000)/2$
= 349192
Or \$349,192

The apparent low bidder is Arrow Asphalt & Engineering Inc. (Arrow) in the amount of \$216,395.00. This bid is observed to be substantially lower than the mean and median values calculated above.

The Engineering analysis below looks more closely at the three (3) lowest bids, with a view to finding the lowest responsive bid.

3.2 ENGINEERING ANALYSIS

Contractors 1, 3, 4 and 6 (see Table # 1) have worked with the Town before.

H&R Paving (#1) worked on resurfacing the Block 11 parking lot (BHI 83 \$105,626.00) in May 2003 (3rd low bid).

General Asphalt (# 3) performed work for Zone 1 repairs, West Island, South side of 96th Street in 2017 (2nd low bid).

C&I Construction and Design (# 4) performed Valley Gutter repairs in Zone 1, about three months ago in May 2018 (5th low bid).

Arrow (# 6) recently, about 1 month ago, efficiently and economically completed the 95th Street Municipal Parking Lot (BHI 192 Municipal Parking Lot on 95th Street). This work entailed scarifying the existing asphalt, resurfacing and restriping and is very similar to the subject Contract. BHI 192 was approved by the Council on March 12, 2018. Project commencement was delayed to coincide with the school summer break (apparent low bid).

Based on the spread of the bids, three (3) in the two hundred thousand dollar range and three (3) in the four hundred thousand dollar range, the three (3) highest bids were eliminated from further consideration and the remaining evaluation is focused on the three (3) lowest bids.

Table 2 illustrates a comparison of the bid items for the three (3) lowest bids.

TABLE 2
Comparison of the Three Lowest Bids

No.	Bid Item Description	Arrow Asphalt	General Asphalt	H & R Paving Inc.
1	Mobilization	\$3,000.00	\$10,000.00	\$35,000.00
2	Mill Asphalt Keyway	\$16,000.00	\$29,000.00	\$32,000.00
3	Levelling Course	\$10,000.00	\$16,000.00	\$8,000.00
4	Base Course Repairs (lime-rock 18")	\$10,000.00	\$45,000.00	\$15,000.00
5	Base Course Repairs (flowable fill)	\$6,600.00	\$15,750.00	\$10,800.00
6	Install ¾" asphalt overlay	\$134,375.00	\$105,305.00	\$129,000.00
7	Adjust Water valve Boxes (14" Dia.)	\$3,400.00	\$5,610.00	\$5,100.00
8	Adjust Water valve Boxes (6" Dia.)	\$700.00	\$2,310.00	\$1,750.00
9	Adjust Sewer Manholes	\$2,000.00	\$3,520.00	\$2,800.00
10	4" Double Yellow Striping	\$10,400.00	\$16,000.00	\$14,960.00
11	Stop Bars	\$1,890.00	\$1,485.00	\$1,687.50
12	Supply and Install RPM R/W	\$3,250.00	\$2,250.00	\$1,875.00
13	Supply and Install RPM Y/Y	\$3,250.00	\$2,250.00	\$1,875.00
14	Supply and Install RPM B/B	\$80.00	\$45.00	\$37.50
15	Maintenance of Traffic	\$1,450.00	\$10,000.00	\$2,500.00
16	Contingency	\$10,000.00	\$10,000.00	\$10,000.00
	(Corrected) Bid Totals	\$216,395.00	\$269,525.00	\$272,385.00

Appendix II illustrates the differences from the Arrow bid to the next low bid from General Asphalt.

The total difference between the Arrow bid (the lowest bid) and the General Asphalt bid (the second low bid) is \$53,130.00.

Arrow's prices for items 1, 2, 4, 5, and 10 together represent a difference of \$64,750.00 from the next low bid. However, Arrow's price for bid item 6 was substantially higher than the other two bids and higher than the next low bid by \$29,070.00.

Arrow does not own an asphalt plant and has to purchase asphalt for the project from a third party, and hence the increased price for bid item # 6.

4.0 DISCUSSION

The bid items for which Arrow was most competitive, illustrates Arrow's

aggressiveness in bidding this project and their desire to win the bid. Mobilization (bid item # 1) costs usually include the Contractor's cost for office overheads, project supervision, contract management, and out of pocket expenses; Arrows bid for mobilization was \$3,000 which was \$7,000 less than General and \$32,000 less than H&R.

Arrow's price for bid item # 2 "Mill Asphalt Keyway" was very low (\$16,000). Arrow Asphalt and Engineering Inc., owns an asphalt milling machine. Therefore, even if they underpriced this item, they should still be able to complete the project.

Their price for Base Course repairs (bid items # 4 & 5), although \$35,000 and \$9,150, respectively lower than the next low bid, was only \$5,000 and \$4,200 lower than the bid from H&R; Arrow's bid prices for base course work appear doable.

Painting double yellow striping (bid item # 10) was \$5,600 below the 2nd low bid and \$4,560 below the 3rd low bid. This item is labor intensive and price is based on time to complete. Although comparatively low, Arrow's price appears realistic.

In conclusion, although Arrow submitted the lowest bid, comparison of their bid items with the other two lowest bids, clearly suggest that the work can be performed for the prices that Arrow tendered.

5.0 BUDGET

This project was budgeted for fiscal 2017-2018. The budget allocation was \$125,000.00. The budget deficit is \$91,395.00 for this project. This amount is rounded up to \$100,000 to cater for additional unforeseen circumstances. The total financial requirement is therefore \$225,000.00

Zone 2 is about twice the size of Zone 1 and therefore Zone 2 costs should reasonably expected to be about \$250,000.00, based on Zone 1 costs.

The project shortfall of \$100,000 shall be funded as follows:

\$50,000 from an interdepartmental budget transfer, and
\$50,000 from an appropriation from the General Fund Reserves

6.0 RECOMMENDATION

It is recommended that the Contract to "Resurface Internal Streets, West Island North Side 96th Street Zone 2" referred to BHI 194 is awarded to Arrow Asphalt & Engineering Inc. in the (bid) amount of \$216,395.00, plus an additional contingency of \$8,605.00 for a grand total of \$225,000.00.

It is further recommended that the amount of \$50,000.00 is appropriated from the General Reserve Fund, and \$50,000.00 be funded from an interdepartmental transfer.

APPENDIX I

LOCATION OF THE SEVEN MAINTENANCE ZONES

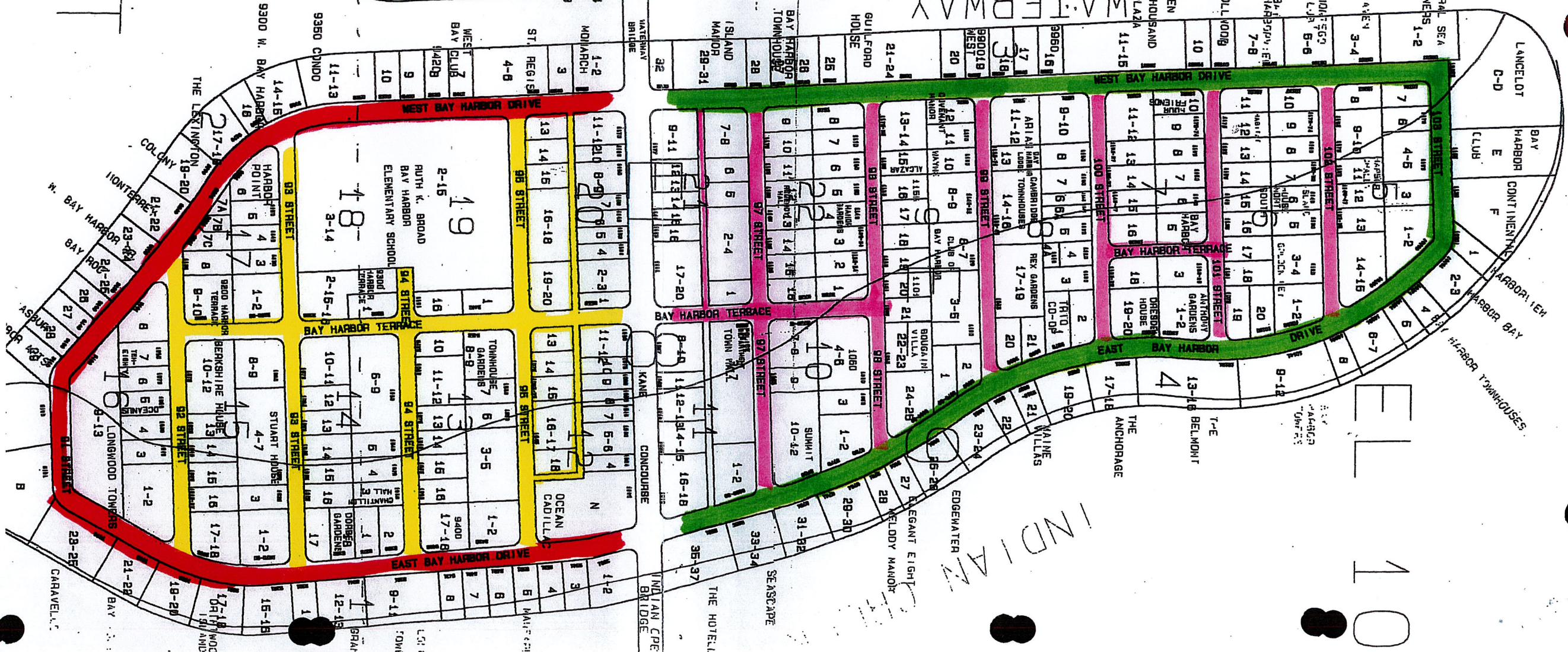
BISCAYNE BAY

Panel 92



EAST ISLAND

Panel 93



- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- ZONE 5
- ZONE 6
- ZONE 7

EAST

APPENDIX II

ARITHMETICAL CHECK FOR BID
ACCURACY

&

COMPARISON OF LOWEST BID WITH THE
SECOND LOW BID

No.	Bid Item Description	Arrow Asphalt	Difference Arrow/General	Differ in Items 1,2, 4, 5, and 10 (w/General)	General Asphalt	H & R Paving Inc.	C & I	V ENGINEERING	H & J ASPHALT
1	Mobilization	3,000	7,000	7,000	10,000	35,000	32,472	14,000	70,000
2	Mill Asphalt Keyway	16,000	8,000	8,000	24,000	32,000	102,973	72,000	96,000
3	Levelling Course	10,000	6,000		16,000	8,000	14,040	8,000	8,000
4	Base Course Repairs (lime-rock 18")	10,000	35,000	35,000	45,000	15,000	11,375	7,500	25,000
5	Base Course Repairs (flowable fill)	6,600	9,150	9,150	15,750	10,800	16,380	660	30,000
6	Install ¾" asphalt overlay	134,375	-29,070		105,305	129,000	216,333	279,500	172,000
7	Adjust Water valve Boxes (14" Dia.)	3,400	2,210		5,610	5,100	3,978	1,275	11,900
8	Adjust Water valve Boxes (6" Dia.)	700	1,610		2,310	1,750	1,138	525	4,900
9	Adjust Sewer Manholes	2,000	1,520		3,520	2,800	3,120	1,400	8,000
10	4" Double Yellow Striping	10,400	5,600	5,600	16,000	14,960	15,600	16,000	28,000

11	Stop Bars	1,890	-405			1,485	1,688	16,322	90	1,080
12	Supply and Install RPM RW	3,250	-1,000			2,250	1,875	6,500	2,500	2,000
13	Supply and Install RPM Y/Y	3,250	-1,000			2,250	1,875	6,500	2,500	2,000
14	Supply and Install RPM B/B	80	-35			45	38	169	50	50
15	Maintenance of Traffic	1,450	8,550			10,000	2,500	13,000	10,000	30,000
16	Contingency	10,000	0			10,000	10,000	10,000	10,000	10,000
	Total	216,395	53,130		64,750	269,525	272,385	469,899	426,000	498,930
Corrected Contract						269,570	272,285	469,898	426,000	498,930
Bid Total \$		216,395								

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

July 11th, 2018 3:00 PM

RE-SURFACE INTERNAL STREETS,
WEST ISLAND NORTH 96th STREET ZONE 2

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	H & R Paving, Inc	✓	\$ 272,285. ⁰⁰
	1955 NW 110 th Avenue		
	Miami, FL 33172		
	305-261-3005		
2.			
Company Name Contractor Name Address/ Phone #	V Engineering & Consulting	✓	\$ 426,000.18
	2929 SW 3AVE, # 340		
	Miami, FL 33129		
	786-420-5950		
3.			
Company Name Contractor Name Address/ Phone #	GENERAL ASPHALT Company	✓	\$ 269,570. ⁰⁰
	4850 NW 72 Ave		
	Miami, FL 33166		
	305-592-3480		
4.			
Company Name Contractor Name Address/ Phone #	C & I Construction and Design	✓	\$ 469,897.81
	14031 SW 143rd, #6		
	Miami, FL 33186		
	305-255-6067		

5.

		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	H & J Asphalt	✓	\$498,930. ⁰⁰
	4310 NW 35 AVE		
	MIAMI, FL 33142		
	305-634-3342		

6.

Company Name Contractor Name Address/ Phone #	ARROW ASPHALT & Engineering, Inc	✓	\$216,395. ⁰⁰
	3051 NW 129 ST		
	OPA LOCKA, FL 33054		
	305-688-8686		

7.

Company Name Contractor Name Address/ Phone #			

8.

Company Name Contractor Name Address/ Phone #			

9.

Company Name Contractor Name Address/ Phone #			

Town of Bay Harbor Islands

BID CLOSING – SIGN IN SHEET

July 11th, 2018 @ 3:00PM

**RE-SURFACE INTERNAL STREET, WEST ISLAND NORTH
SIDE 96TH STREET ZONE 2**

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands-fl.gov
Abe Rodriguez HARPAVING	1955 NW 110 Ave. MIAMI, FL 33183	305-261-3005 305-592-6079	Abe@HARPAVING.COM
Gabriel Martinez General Asphalt	4850 NW 72 nd Ave Miami, FL 33166	(305) 592-3480 (305) 477-4675	gabriel@general Asphalt.com
Daniela Kannel	9665 Bay Harbor Terrace.	786-255-8965	daniela@bayharborislands fl.gov

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Justin Robaina V Engineering	2929 SW 3rd Ave, Miami, FL 33129	786-420-5950	justin@veccorp.net

CONTRACTORS REFERENCE CHECK

Contractor: ARROW ASPHALT

Date: 8/1/18

Reference: City Of Sunrise

Phone: 954-746-3276/
954-746-2388

Person Contacted: Barry Weisberg

Title: Chief Eng Inspector

1. When did the Contractor perform the work? In Progress
2. What work did the Contractor perform? Bike lane widening 44th St; Base course and subbase work; milling & resurfacing.
3. What was the approximate dollar amount of the work? Over \$250,000
4. How long did the project take? 9 months
5. Did the Contractor complete the work according to schedule? Yes
If not, why not? _____
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not? _____
7. Did the Contractor provide adequate on-site supervision? Yes
8. Did you, or anyone else have any complaints during the work? No
If so, what were they? _____
How did the Contractor resolve the complaints? _____
9. Were you satisfied with the finished work? Yes
If not, why not? _____
10. Have you had any warranty issues? No
If yes, did the Contractor repair the problems quickly and properly? _____
If not, why not? _____
11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
If not, why not? _____
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor? No
If yes, please explain. _____

13. Did the Contractor ever file a lien against your property for non-payment? No
If yes, please explain. _____

CONTRACTORS REFERENCE CHECK

PAGE 2

14. Did the Project have a number of change orders? No
For the most part, were these change orders generated by the Contractor? No
Change Orders never became an issue, because work would be re-measured based on contract unit rate.

If yes, do you think the change order work should have been included in the original bid? _____

What percentage of the Total Project Cost was due to Contractor generated change order? _____

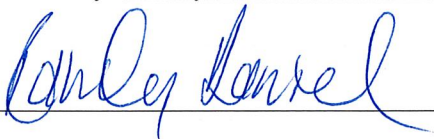
15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor?
Why? _____

16. Would you use the Contractor again for this same type of project? Yes
Why? _____

17. Additional Comments? Arrow asphalt always responded promptly to project issues.

Performed by: Randy Daniel

Title: Town Engineer



Dated: 8/1/18

(Signature)

CONTRACTORS REFERENCE CHECK

Contractor: ARROW ASPHALT

Date: 7/31/18

Reference: CITY OF NORTH MIAMI BEACH

Phone: 305-218-1484

Person Contacted: JOHN POLLARD

Title: INSPECTION SUP

1. When did the Contractor perform the work? Intermittent over past 10 years
2. What work did the Contractor perform? Asphalt restoration concrete milling and resurfacing roads. Stamped concrete pavers.
3. What was the approximate dollar amount of the work? \$200,000/ Year
4. How long did the project take? Varies depending on scope
5. Did the Contractor complete the work according to schedule? Yes
If not, why not? _____
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not? _____
7. Did the Contractor provide adequate on-site supervision? Yes
8. Did you, or anyone else have any complaints during the work? No
If so, what were they? _____
How did the Contractor resolve the complaints? _____
9. Were you satisfied with the finished work? Yes
If not, why not? _____
10. Have you had any warranty issues? No
If yes, did the Contractor repair the problems quickly and properly? _____
If not, why not? _____
11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
If not, why not? _____
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor? No

If yes, please explain. _____

13. Did the Contractor ever file a lien against your property for non-payment? No
If yes, please explain. _____

CONTRACTORS REFERENCE CHECK

PAGE 2

14. Did the Project have a number of change orders? No
For the most part, were these change orders generated by the Contractor? No
Change Orders never became an issue, because work would be re-measured based on contract unit rate.

If yes, do you think the change order work should have been included in the original bid? _____

What percentage of the Total Project Cost was due to Contractor generated change order? _____

15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor?
Why? _____
16. Would you use the Contractor again for this same type of project? Yes
Why? _____
17. Additional Comments? Have grown over the years. Continue to deliver excellent service owns Equipment.

Performed by: Randy Daniel

Randy Daniel
(Signature)

Title: Town Engineer

Dated: 8/1/18

CONTRACTORS REFERENCE CHECK

Contractor: ARROW ASPHALT Date: 7/31/18
Reference: CITY OF WESTON / CGA Phone: 305-962-6740/
954-385-2600
Person Contacted: JOSE CASIO Title: PUBLIC WORKS ENG

1. When did the Contractor perform the work? Continuing Service Contract- Ongoing
2. What work did the Contractor perform? Drainage, Asphalt repairs. Milling & Resurfacing parking lot
3. What was the approximate dollar amount of the work? \$500,000/ Year
4. How long did the project take? Various projects w/ varying completion times.
5. Did the Contractor complete the work according to schedule? Yes
If not, why not? _____
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not? _____
7. Did the Contractor provide adequate on-site supervision? Yes
8. Did you, or anyone else have any complaints during the work? No
If so, what were they? _____
How did the Contractor resolve the complaints? _____
9. Were you satisfied with the finished work? Yes
If not, why not? _____
10. Have you had any warranty issues? No
If yes, did the Contractor repair the problems quickly and properly? _____
If not, why not? _____
11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
If not, why not? _____
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor? No
If yes, please explain. _____

13. Did the Contractor ever file a lien against your property for non-payment? No
If yes, please explain. _____

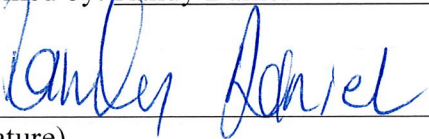
CONTRACTORS REFERENCE CHECK

PAGE 2

14. Did the Project have a number of change orders? Yes, changes requested by City/ Added Scope
For the most part, were these change orders generated by the Contractor? No

If yes, do you think the change order work should have been included in the original bid? _____
What percentage of the Total Project Cost was due to Contractor generated change order? _____
15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor?
Why? _____

16. Would you use the Contractor again for this same type of project? Yes
Why? _____
17. Additional Comments? Ability to respond quickly to construction issues.

Performed by: Randy Daniel Title: Town Engineer

(Signature) _____ Dated: 08/01/18

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 17.

ITEM: Consideration and approval of 95th Street Park Project budget in the total amount of \$181,000 and Contract award to West Construction, Inc. for construction of the 95th Street Park. Enclosed are the bid analysis and a detailed memorandum from the Town Manager.

DESCRIPTION:

This project was publicly advertised on July 3rd 2018, and bids were due 3:00 P.M. on July 20 2018. Bids were received from four (4) contractors and ranged from the lowest of \$94,182.00 submitted by West Construction Inc., to the highest of \$347,036.00, submitted by ABC Construction.

Attached are the bid sign in sheet and the Bid results. All bids were checked for accuracy using an excel spreadsheet. The results of this accuracy check are also attached. There is a difference on the footing price because it is based on (2) footings as specified on the bid packet; however, the project requires six (6) footings. West Construction's bid of \$6,800 is for two (2) Footings; the Difference shown \$20,400 allows for six (6) footings.

The corrected bid for West Construction is \$101,982.00.

West Construction Inc. submitted three references; call in to the references suggested that West Construction is a competent contractor who has consistently delivered finished product on time and within budget.

Staff is requesting approval in the amount of \$101,982.00 for this portion of this project.

The original budget approved by the Town Council which included the demolition and preparation of the lot, fencing, furniture, etc. was \$156,000, the Town Manager is requesting an another \$25,000 to cover additional costs that were associated with the demolition of the lot. The total revised budget for the project being requested is \$181,000.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Original Budget Amount: \$156,000

Additional request: 25,000

Total revised budget \$181,000

The approval will require an appropriation from General Fund Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer
 Ronald Wasson, Town Manager

ATTACHMENTS

1. BHI 195 Bid results and Sign in Sheet
2. Analysis BHI 195
3. 95 Street Park Budget revision

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Thursday, July 20, 2018 @ 3:00 p.m.

BHI-195 95th Street Park Construction

1.	Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	ABC CONSTRUCTION 7215 NW 7 STREET Miami, FL 33126 305-663-6322	✓ \$347,036.⁰⁰
2.		
Company Name Contractor Name Address/ Phone #	WEST CONSTRUCTION INC. 820 NORTH 4th STREET LANTANA, FL 33462 561-588-2027	✓ \$94,182.⁰⁰
3.		
Company Name Contractor Name Address/ Phone #	STONE CONCEPT Miami 1239 ROBIN AVE Miami Springs, FL 33166	✓ \$118,110.⁰⁰
4.		
Company Name Contractor Name Address/ Phone #	SWAK Construction 655 96th ST Bay Harbor #2, FL	NO Bond \$136,312.80

TOWN OF BAY HARBOR ISLANDS

BID CLOSING – SIGN IN SHEET

Friday, July 20, 2018 @ 3:00PM

BHI-195 95th Street Park Construction

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands-fl.gov
Keila Melo ABC Construction Inc	815 NW 7th ST Miami, FL 33126	305-663-0322 305-267-2003	Kmelo@abcconstruction. cc
Coralie King West Construction Inc.	820 N. 4th Street, Lantana, FL 33462	561-588-2027	CKing@westconstructioninc.net
Savik Construction	10733 Lago Wellerby	404-207-8929	BR17, LLC d Gmail.com

TOWN OF BAY HARBOR ISLANDS, FLORIDA
ADVERTISEMENT FOR BIDS
BHI-195 95TH STREET PARK CONSTRUCTION

The Town of Bay Harbor Islands is seeking a qualified contractor to provide for the construction of; concrete slab pavilions with shade structures, concrete sidewalk, concrete entry and bench slabs; installation of trash receptacles; seating benches, perimeter chain link fencing, and removal and replacement of concrete valley gutter with driveway entrance. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until **3:00 P.M. (EST) on Friday, July 20, 2018**, at which time bids will be publicly opened and read aloud.

The nature and scope of this contract are as follows:

Construction of two concrete slab pavilions (46'x19' and 25'x15', 6" thick each) with installation of concrete footers and assembly of two shade structures (all parts and sealed engineered plans provided); approximately 1250 S.F. of 4-inch thick concrete sidewalk, five feet wide, with broom finish; approximately 200 S.F. of 4-inch thick concrete entry and bench slab, with broom finish; removal and replacement of approximately 115 L.F. of 24" Drop Curb with an 8' wide x 6' deep driveway entrance, 6 inches thick, built to modified FDOT Standard Index 300; remove and replace approximately 420 S.F. of 4" thick concrete sidewalk, 10 feet wide; remove and replace approximately 24 L.F. of Type F curb and gutter to modified FDOT Standard Index 300; and supply and install approximately 445 L.F. of 42-inch tall vinyl-clad, 6 gauge chain-link fence with one . The Contractor shall be responsible for the removal and disposal of any extraneous debris resulting from construction. All work to be performed in accordance with the site plan and engineered drawings provided in the bid package.

The Invitation for Bids will be received and opened at:

Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Submittals must be received at the above address no later than **3:00 P.M. (EST) on July 20, 2018**, and clearly marked on the outside of the envelope "**BHI-195 95th ST PARK CONSTRUCTION.**" Late Submittals will not be accepted and shall be returned unopened.

Contract documents may be printed from the Town's website at www.bayharborislands-fl.gov. Click on the "I Want To" pull-down menu, click "See Bid Invitations", then download Request for Proposal – BHI 195 95th Street Park Construction. Inquiries regarding this contract may be emailed to darmstrong@bayharborislands-fl.gov.

A Mandatory Pre-Bid Meeting will be held on **Thursday, July 12, 2018, at 2:00 P.M.** in the Town Council Chamber at the Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154. **Failure to attend the Mandatory Pre-Bid Meeting will disqualify bidders.**

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any bids.

Town of Bay Harbor Islands, Florida
Marlene Siegel, Town Clerk

No.	Bid Item Description	WEST CONST	DIFFERENCE	STONE CONCEPT MIAMI	ABC CONST	SOVAK CONST
1	Installation of 15'X25'X16' HIP QRE UNIT	\$8,000.00	\$8,000.00	\$6,214.00	\$45,000.00	
2	INSTALLATION OF 18'X36'X12'e FULL CANTILEVER QRE UNIT PRODUCT # 242 -CUST, INCLUDING CONCRETE FOOTERS	\$3,000.00	\$3,000.00	\$7,544.00	\$35,000.00	
2A	FOOTING	\$6,800.00	\$20,400.00	\$2,400.00	\$40,000.00	
2B	ALTERNATE SPREAD FOOTING	\$5,800.00	\$0.00	\$6,400.00	\$55,000.00	
3	INSTALLATION OF 25'X15' CONCRETE PAD, 6" THICK, BROOM FINISH	\$7,125.00	\$7,125.00	\$10,125.00	\$9,000	
4	INSTALLATION OF 46'X19' CONCRETE PAD, 6" THICK, BROOM FINISH	\$11,010.00	\$11,010.00	\$19,818.00	\$17,616.00	
5	INSTALLATION OF 4" THICK CONCRETE SIDEWALK, 5' WIDE, ENTRY PAD AREA, AND BENCH AREAS	\$12,500.00	\$12,500.00	\$30,000.00	\$31,250.00	
6	REMOVAL AND INSTALLATION OF DROP CURB TO MODIFIED FDOT STANDARD DRAWING 300, AND SUBSEQUENT ASPHALT PATCHING	\$8,625.00	\$8,625.00	\$2,415.00	\$12,075.00	
7	INSTALLATION OF 8'X6' CONCRETE PAD, 6" THICK, TO ABUT NEW DROP CURB AT SPECIFIED LOCATION	\$1,440.00	\$1,440.00	\$1,296.00	\$1,200.00	
8	REMOVAL AND INSTALLATION OF 4" THICK CONCRETE SIDEWALK, 10' WIDE	\$3,360.00	\$3,360.00	\$11,340.00	\$10,500.00	
9	REMOVAL AND REPLACEMENT OF TYPE F CURBING TO MODIFIED FDOT STANDARD DRAWING 300	\$1,392.00	\$1,392.00	\$768.00	\$2,520.00	
10	SUPPLY AND INSTALL 42" TALL, VINYL-CLAD, 6 GAUGE CHAIN-LINK PERIMETER FENCE; ONE SINGLE-SWING , SELF CLOSING, LOCKABLE ENTRY GATE; AND ONE DOUBLE (2@ 4' EA) SWING GATE	\$15,130.00	\$15,130.00	\$9,790.00	\$77,875.00	
11	CONTINGENCY	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Total	\$94,182.00	\$101,982.00	\$118,110.00	\$347,036.00	\$136,312.80

To: Mayor and Council of Bay Harbor Islands

From: Ronald J. Wasson, BHI Town Manager

Subject: **Revision to Budget for 95th Street Park Project**

Date: August 5th, 2018

The undersigned is requesting a revision to the budget for the 95th Street Park Project in the amount of \$25,000 to complete this construction project. The details for this request are as follows.

Background

At the June 2017 Council Meeting, an agenda item regarding developing the town owned lot directly east of the Morris Broad Community Center into a new town park with a stage element for entertaining was discussed. The town staff was directed to provide a basic park design and estimated budget for the project with a stage area for future outdoor entertaining. At the August 2017 Council Meeting, the staff working with landscaping designer from Calvin Giordano Engineering, designed a passive park with covered seating areas and a covered stage area. The center of the park would have open grass space for normal use and or seating in front of the stage. The estimate to design, engineer and build the proposed design was approximately \$773,000. As this was much more expensive than expected, the Council gave directions to come back with a design and proposal not to exceed \$350,000. The staff returned to the January 2018 Council meeting with a park design meeting the requirements of the Council and with a budget of \$156,000. This budget included two covered shade areas, concrete walking path throughout the park, two seating areas, landscaping and irrigation and new gutter and sidewalk repair.

Note: The budget was developed from speaking with qualified general contractors, BHI qualified engineers and Brightview Landscaping. Prior to beginning the project, \$10,500 dollars was recurred from the Monarch Hotel for the extended use of the property during their construction. These funds were to be used for demolition of the site. The following budget items were estimated:

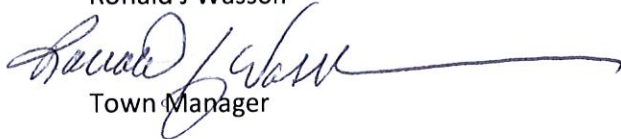
	Estimate
• Shade Structures	\$58,000
• Fencing for Park	\$10,000
• Grass & Irrigation	\$10,500
• Concrete	\$40,000
• Landscaping	\$15,000
• Electric (Lights and Outlets)	\$3,800
• Chairs, Tables, Garbage	\$5,000
• Contingency	\$14,000
Total:	\$156,300

The project began March 1st, 2018 with the demolition of the site to remove of all asphalt and concrete located on the lot. (\$10,000 dollars budgeted from the Monarch funds) Unfortunately, the depth of lime rock and debris in the ground far exceeded the 8" inch depth expected. A total depth of 20" inches of debris/lime rock needed to be removed to reach soil. Additionally, drainage stone had to be added to allow for grading and to allow for drainage before soil and sod could be placed. The cost of the additional work added approximately \$18,570 to the project cost. Undersigned is requesting additional funds to be added to the project budget to fully complete the project.

Please know all of the other project costs estimated for the park have been at their budgeted amounts or lower. Brightview Landscaping has agreed to donate all the trees and a portion of the landscaping which will reduce our costs for landscaping. Going forward, I am confident we will complete this project on schedule and close to budget.

If there are any questions regarding this expense or the project, please feel free to contact me at your convenience.

Ronald J Wasson

A handwritten signature in dark ink, appearing to read "Ronald J. Wasson", followed by a long horizontal flourish line extending to the right.

Town Manager

AGENDA ITEM REPORT

January 8, 2018

ITEM NUMBER: 10.

ITEM: Discussion and direction with regard to Council Member Fuller's request to design an amphitheater and passive park at the lot located on 95th Street and West Bay Harbor Drive. Staff is proposing a budget in the amount of \$156,000, if approved the Town will solicit a request for proposals (RFP) for the project. Enclosed is a cost estimate and renderings on the proposed park location.

DESCRIPTION:

The Town Council held discussion at the June 12 and August 14th, Regular Council Meetings, on the future use of the vacant land located at the 95th Street and West Bay Harbor Drive.

Consensus was for staff to provide cost estimates not to exceed \$350,000 for a park design and amphitheater.

Staff is submitting a proposed budget in the amount of \$156,000 for the proposed amphitheater. If approved, the Town will advertise request for proposals for the project.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

If approved, this expenditure will require appropriations from the General Reserves Fund. ✓

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Joshua Fuller, Council Member
Ronald Wasson, Town Manager

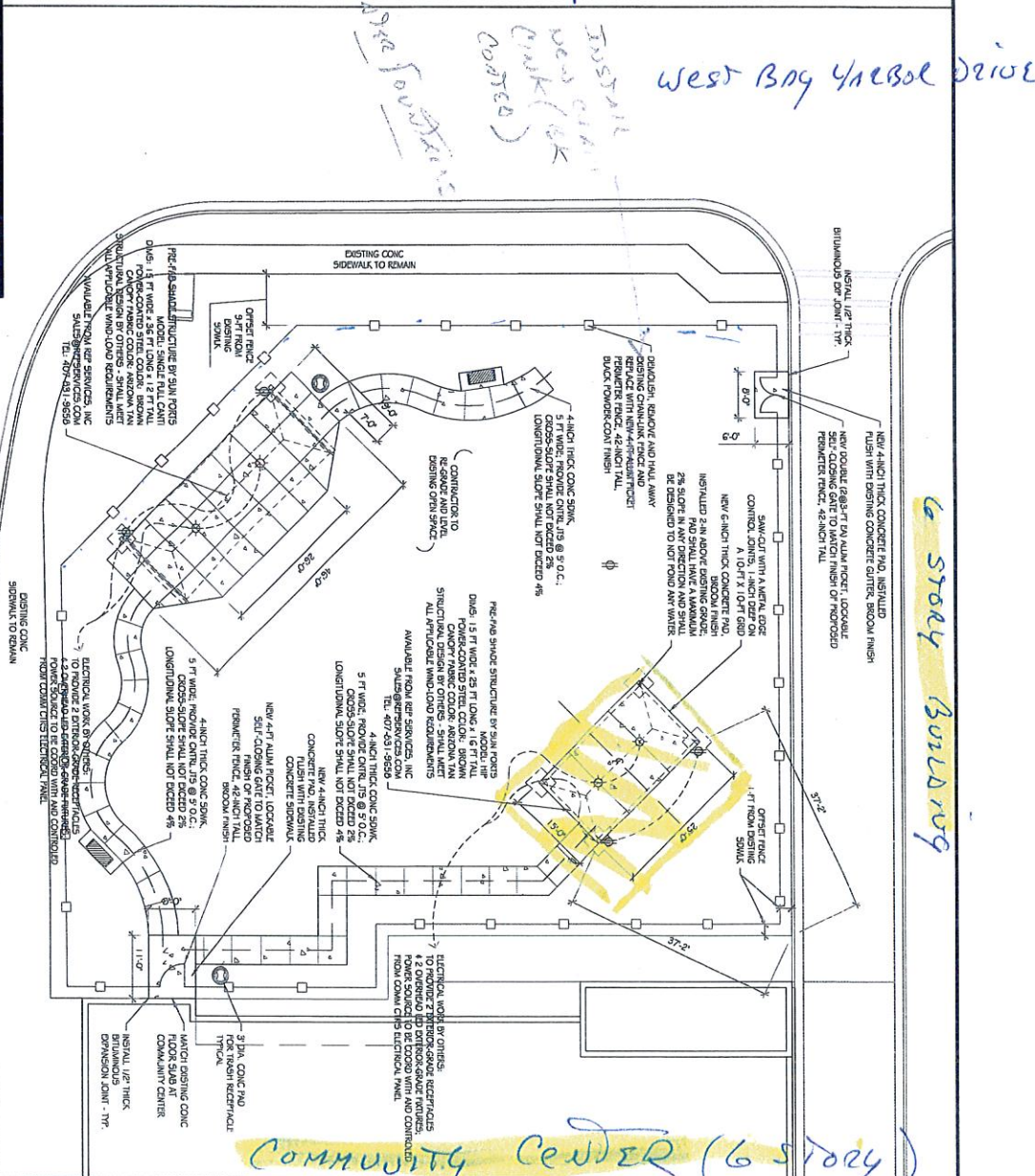
ATTACHMENTS

1.	Proposed Budget	95th Street Park Budget.pdf
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Bob Drive

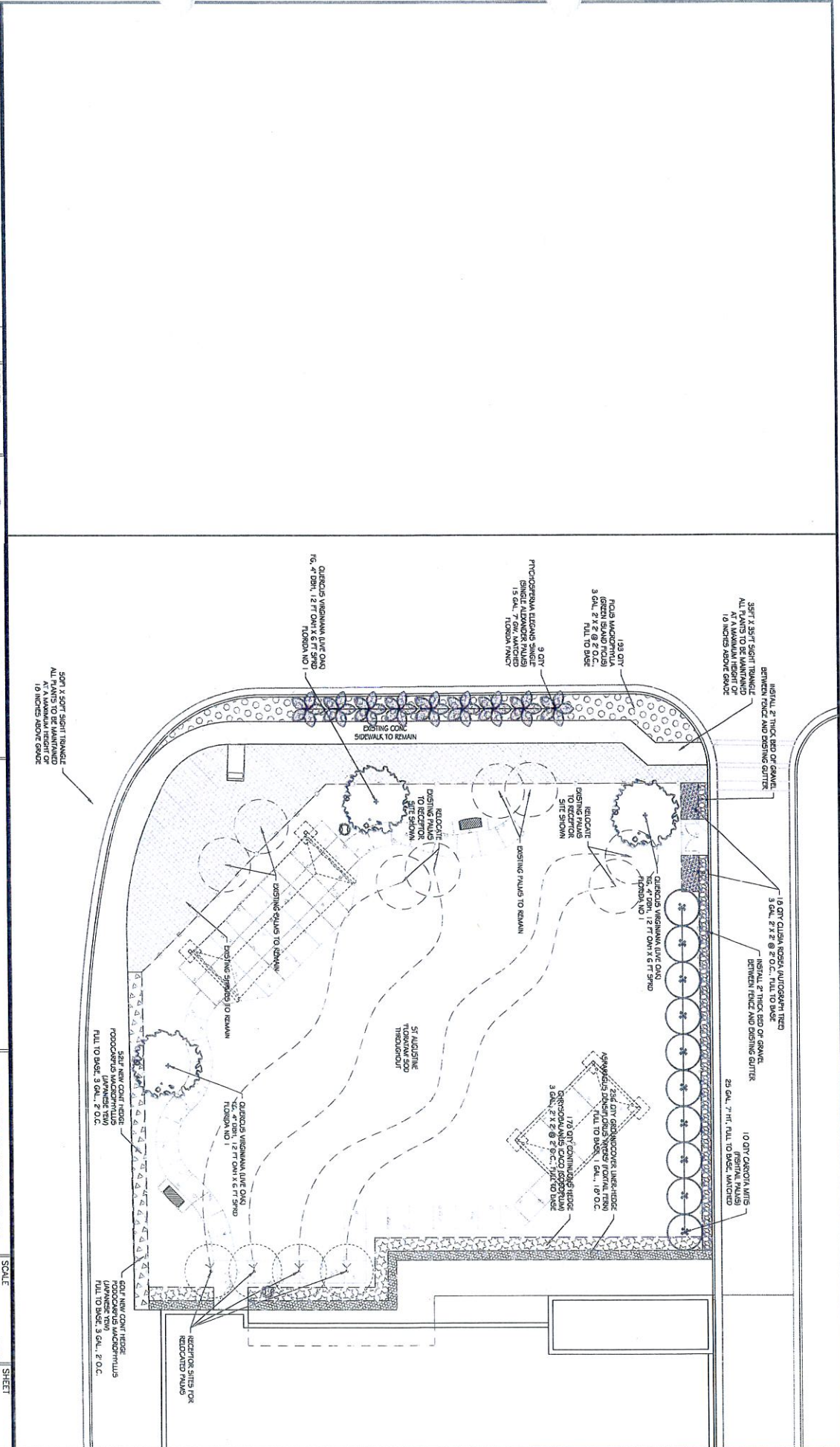
65

Today Building



PROJECT No	17-9594
PURPOSE OF THIS SET	30% SCHEMATIC PLAN

L201



Bay Harbor Islands 95th Street Park

Budget Estimates:

- Shade Structures \$50,000 (\$8,000 foundations)
- Fencing \$10,000
- Grass & Irrigation \$10,500 (cost covered by Monarch)
- Landscaping \$15,000
- Concrete \$40,000
- Electrical (Lights and Outlets) \$3,800
- Chairs/Tables \$5,000

Subtotal	\$142,000
Contingency (10%)	\$14,000

Total Cost Estimate \$156,000



TOWN OF BAY HARBOR ISLANDS PURCHASE REQUISITION

Department Ordering:	RECREATION EXPENSES	Date:	03/06/18
Signature:		P.O. No.	
Delivery Date:	03/09/18	Approved by Town Council on:	
		(For expenditures exceeding \$20,000)	

Vendor Information:

(Name)	SOVACK CONSTRUCTION, INC		
(Street)	10733 LAGO WELLEBY DR.		
(City)	SUNRISE	FL	33351
(Phone)	(954) 306-8638		

78536

Quantity	Page	Part # Cat. No.	Description	Unit Cost	Total
1.00			50% DEPOSIT ASPH REMOVAL 95TH ST PARK	\$4,967.50	\$4,967.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$4,967.50

CHARGE TO:	001.572.0-400065.000	PURPOSE:	ASPHALT REMOVAL AT CORNER LOT: 95TH/WBHD
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COMMENTS:

50% DEPOSIT FOR THE REMOVAL AND DISPOSAL OF EXISTING ASPHALT AT THE EMPLY PARKING LOT AT THE CORNER OF 95TH ST/W. BAY HARBOR DRIVE IN PREPARATION OF BUILDING A NEW PARK.

DO NOT MAIL: HAND DELIVER TO DOUGLAS ARMSTRONG

PAID

MAR 06 2018

BY

Sovak Construction, Inc.

"Building Your Future"

March 1st, 2018

City of Bay Harbor Islands
655 96th Street
Bal Harbor, FL 33154

Re: 95th Street – Community Center Park, Phase 1

CONSTRUCTION PROPOSAL

To Ronald Wasson - Town Manager,

Sovak Construction, Inc. is pleased to submit the following construction proposal, which will be applied to all items listed below in the "Scope of Work". This proposal is based upon discussions to date and a site visit.

SCOPE OF WORK:

General

- All work shall be cleaned up after every working day.
- All surfaces around work areas shall be protected, so not to damage any finishes that are not in the "Scope of Work".

Scope of Work

- Remove and dispose of all existing asphalt on-site.
- Remove and dispose of all existing lime-rock under asphalt.

Notes

- Permit to be obtained by the City of Bay Harbor Islands.
- Locates to be called in by General Contractor.
- Inspections by City Engineers.
- Safety Barricades and pedestrian control will be the responsibility of the General Contractor.
- Not responsible for hold up of project due to inclement weather conditions or acts of God.
- Sovak Construction Project Supervisor: Brent Houghten

Sovak Construction, Inc.
10733 Lago Welleby Dr.
Sunrise, FL 33351

Phone: 954.306.8638
Fax: 954.306.3605
CGC1512182

www.sovakconstruction.com

22

TOWN OF BAY HARBOR ISLAND
PURCHASE REQUISITION

Run!
for your
Records

Department Ordering:	PUBLIC WORKS	Date:	05/01/18
Signature:		P.O. No.	18017
Delivery Date:	04/18/18	Approved by Town Council on:	
(For expenditures exceeding \$20,000)			

Vendor Information:

(Name)	SOVAK CONSTRUCTION, INC		
(Street)	10733 LAGO WELLEBY DR.		
(City)	SUNRISE	FL	33351
(Phone)			

Quantity	Page	Part # Cat. No.	Description	Unit Cost	Total
1.00			REMOVAL OF ASPHALT / LIME-ROCK	\$4,967.50	\$4,967.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$4,967.50

CHARGE TO:	001-572.0-4000 65.000	PURPOSE:	FINAL PAYMENT
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COMMENTS:

REMOVAL OF ASPHALT/ LIME-ROCK PER AGREEMENT. COMPLETE FOR CONSTRUCTION OF 95TH STREET PARK (1185 95TH ST)

Sovak Construction, Inc.

"Building Your Future"

10733 Lago Welleby Dr.

Sunrise, FL 33351

Phone # 954.306.8638

Fax # 954.306.3605

Invoice

Date	Invoice #
4/18/2018	18017

Bill To
Town of Bay Harbour Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

Terms	Project
Due on receipt	Ashpalt - Removal

Quantity	Description	Rate	Amount
1	95th Street parking lot. Removal of asphalt / lime-rock per agreement - Complete for construction of 95th ST PARK (1185 95th) FINAL Payment 001- 572.0 - 400065.000	4,967.50	4,967.50
www.sovakconstruction.com		Total	\$4,967.50

Sovak Construction, Inc.

"Building Your Future"

March 1st, 2018

City of Bay Harbor Islands
655 96th Street
Bal Harbor, FL 33154

Re: 95th Street – Community Center Park, Phase 1

CONSTRUCTION PROPOSAL

To Ronald Wasson - Town Manager,

Sovak Construction, Inc. is pleased to submit the following construction proposal, which will be applied to all items listed below in the "Scope of Work". This proposal is based upon discussions to date and a site visit.

SCOPE OF WORK:

General

- All work shall be cleaned up after every working day.
- All surfaces around work areas shall be protected, so not to damage any finishes that are not in the "Scope of Work".

Scope of Work

- Remove and dispose of all existing asphalt on-site.
- Remove and dispose of all existing lime-rock under asphalt.

Notes

- Permit to be obtained by the City of Bay Harbor Islands.
- Locates to be called in by General Contractor.
- Inspections by City Engineers.
- Safety Barricades and pedestrian control will be the responsibility of the General Contractor.
- Not responsible for hold up of project due to inclement weather conditions or acts of God.
- Sovak Construction Project Supervisor: Brent Houghten

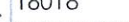
PAID
\$1,000.00
3/1/18

Sovak Construction, Inc.
10733 Lago Welleby Dr.
Sunrise, FL 33351

Phone: 954.306.8638
Fax: 954.306.3605
CGC1512182

www.sovakconstruction.com

TOWN OF BAY HARBOR ISLANDS PURCHASE REQUISITION

Department Ordering:	PUBLIC WORKS	Date:	05/01/18
Signature:		P.O. No.	18018
Delivery Date:	04/18/18	Approved by Treasurer:	on:  \$20,000)

Vendor Information:

(Name)	SOVAK CONSTRUCTION, INC
(Street)	10733 LAGO WELLEBY DR.
(City)	SUNRISE
(Phone)	

Ken,
For Your
Pleasure
Dany

Quantity	Page	Part # Cat. No.	Description	Unit Cost	Total
1.00			REMOVAL OF ADDITIONAL LIME ROCK & ROUGH GRADING @ 95TH ST PARK	\$8,650.00	\$8,650.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$8,650.00

CHARGE TO:	001-572.0-4000 65.000	PURPOSE:	FOR 95TH STREET PARK CONSTRUCTION @ 1185 95TH STREET.
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COMMENTS:

[illegible]

Sovak Construction, Inc.

"Building Your Future"

10733 Lago Welleby Dr.

Sunrise, FL 33351

Phone # 954.306.8638

Fax # 954.306.3605

Invoice

Date	Invoice #
4/18/2018	18018

Bill To
Town of Bay Harbour Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

		Terms	Project
		Due on receipt	Ashpalt - Removal
Quantity	Description	Rate	Amount
1	95th Street parking lot. Removal of additional lime-rock & rough grading For 95TH ST PARK construction @ 1185 95TH ST. 001- 572.0 - 400065.000	8,650.00	8,650.00
www.sovakconstruction.com		Total	\$8,650.00

4

TOWN OF BAY HARBOR ISLANDS PURCHASE REQUISITION

Department Ordering: PUBLIC WORKS	Date: 05/04/18
Signature: <i>[Signature]</i>	P.O. No. 18022
Delivery Date: 05/03/18	Approved by Town Council on: (For expenditures exceeding \$20,000)

Vendor Information:

(Name)	SOVAK CONSTRUCTION, INC		
(Street)	10733 LAGO WELLEBY DR.		
(City)	SUNRISE	FL	33351
(Phone)			

79573

Quantity	Page	Part # Cat. No.	Description	Unit Cost	Total
1.00			Provide 250 cubic yard of 57 rocks	\$9,920.00	\$9,920.00
			Rough grade of 57 rock		\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total					\$9,920.00

CHARGE TO: 001-572.0-4000 65.000	PURPOSE: FOR 95TH STREET PARK CONSTRUCTION @ 1185 95TH STREET.
----------------------------------	--

COMMENTS:

DRAINAGE + GRADING STONE



Sovak Construction, Inc.

"Building Your Future"

10733 Lago Welleby Dr.

Sunrise, FL 33351

Phone # 954.306.8638

Fax # 954.306.3605

Invoice

Date	Invoice #
5/3/2018	18022

Bill To
Town of Bay Harbour Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

		Terms	Project
		Due on receipt	
Quantity	Description	Rate	Amount
1	Site Work Provide 250 cubic yards of 57 rock. Rough grade of 57 rock. <i>for 95TH ST PARK Construction</i> <i>001-572.0-400064.000</i> <i>5</i>	9,920.00	9,920.00
www.sovakconstruction.com		Total	\$9,920.00

PAID
PAID
MAY 18 2018
BY:

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 18.

ITEM: Approval of contract award to Brute Proof LLC. in the amount of \$29,750 to purchase a HyperV Terminal Server for the administrative computer network. Enclosed is a copy of the proposal.

DESCRIPTION:

The Town requested Request for Proposals (RFP) for the redundancy of their HyperV Terminal Server for the administrative computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

The Town solicited an RFP for the proposed project in the third week of June of 2018, a Public Notice was advertised on the Daily Business Review, DemandStar's free bid notification system and the Town website. On July 25, 2018, the Town Clerk's office received two proposals. One from Brute Proof in the amount of \$29,750 and one from Worldwide Services in the amount of 25,135.72

The lowest bidder Worldwide Services did not have all paperwork requirements submitted with their bid. World Wide Services only submitted a hardware quote for the project. It did not provide a proper quote for the the labor needed to install and configured the whole system. It was also missing paper work that would show the expertise needed to complete this kind of work. Moreover, it also did not present any proof of any kind of professional liability insurance. Brute Proof submitted all paperwork and requirements needed to complete the project in proper and timely manner. Staff recommends award of contract to Brute Proof in the amount of \$29,750

Enclosed is a copy of the proposal and supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project is coming out of IT Department's approved budget of fiscal year 2017 -2018

BUDGET IMPACT:

Submitted By: Robert Gonzalez, I.S. Manager

ATTACHMENTS

1. world wide services
2. brute proof

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR PROPOSAL

BHI HyperV Server Redundancy Project

Sealed Bids for the **BHI hyperV Server redundancy project** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 3:00 PM on July 25th, 2018** at which time bids will be publicly opened and read aloud. All bids shall be clearly marked: **"BHI HyperV Server Redundancy Project."**

The Town Bay Harbor Islands is a vibrant, affluent community of approximately 6,000 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. The Town employs approximately 60 civilian employees and 23 police officers.

The Town is requesting proposals for the redundancy of their HyperV Terminal Server of the network for the administrative computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

Further information may be obtained by emailing the Town's IT Manager, Roberto Gonzalez at rgonzalez@bayharborislands-fl.gov

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk

Request for Proposal – BHI HyperV Redundancy Project

Town of Bay Harbor Islands, Florida

Overview

The Town of Bay Harbor Islands is a municipality with approximately 6,000 residents. The Town employs approximately 60 civilian employees and 23 police officers.

Purpose, Description, Qualifications and Insurance Requirements

Purpose:

The purpose of this Request for Proposals (RFP) is to solicit bids from various companies, conduct and evaluation, and select the company who can best serve our needs.

Description:

The reason of this project is to deploy a SAN, iSCSI switching and create a Hyper-V cluster to migrate the existing virtual machines from local storage over to cluster shared volumes.

Professional Qualifications:

We are looking for a company with at least 10 years of experience in the IT field and 5-year minimum experience in HyperV technology. We will ask to show us some references of prior work done on this field of IT work along with any certification you may have acquired.

Insurance Requirements:

Proof of Professional Liability insurance that includes coverage for both Hardware and software copyright infringement

Hardware Requirement

Virtual Server Host

- Dell PowerEdge R630
- 2x Intel Xeon E5-2620 v3 2.4GHz 6 Core
- 128GB DDR4 PC4-2133P ECC Memory
- PERC H730 GB Cache & Battery
- 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives
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- Redundant Power Supplies
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- Rail Kit, Front Bezel & 2x Power Cords
- Parts Replacement Warranty

Dell EQUALLOGIC PS6100X SFF ISCSI SAN 24X 90068 10K SAS DRIVES 24.0TB

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Miscellaneous

- Windows Server 2012 R2 Standard OEM
- 2 x Dell N2048 Switches and 2 x Dell Stacking Cables

Scope

The scope of this project will include delivery and installation of networking equipment. The selected bidder will be responsible for committing to timeframes and schedules based on deadlines that will be established.

Contract terms and conditions will be negotiated upon selection of the winning bid.

Timeline

Sealed Bids must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, by 3:00 PM, July 25th, 2018 at which time bids will be publicly opened and read aloud. Bids need to be clearly marked "RFP BHI HyperV Redundancy Project" and must be sealed.

Evaluation of the bids will be conducted thereafter. *The project's timeline will be discussed in more detailed when the bid is awarded.

*Times and dates are subject to change.

Budget

All proposals must include proposed costs to complete the task described in the project scope. All costs must be itemized to include an explanation of all fees and costs.

Questions

If you have any questions regarding the RFP, please send them to the attention of Roberto Gonzalez by email at rgonzalez@bayharborislands-fl.gov

All questions must be submitted in writing and all questions and responses will be shared with all prospective bidders.



WORLDWIDE SERVICES

MANAGED IT SERVICES & SOLUTIONS

Town of Bay Harbor
Islands, Florida

Marlene M. Siegel, Town
Clerk

July 17th 2018

BHI HyperV Server
Redundancy Project





Table of Contents

Worldwide Services Introduction.....	3-5
Executive Summary.....	6
Company Profile.. ..	6
Customized Service Summary.....	7
NetGuard Process Flow.....	8
Web Portal Program Product Tracking	9
TL9000 Certification	10
Project Scope.....	11
Program Pricing.....	12
<u>Exhibits:</u>	
A – Equipment listing for the Project.....	13



Worldwide Services Introduction

Worldwide Services is a division of Worldwide Supply. At Worldwide Services we understand that Town of Bay Harbor Islands places the highest level of importance on network quality and reliability, and service to its customers. To provide the highest levels of support and network maintenance, and to reduce the overall cost of managing its customer's networking infrastructure, Town of Bay Harbor Islands is considering the implementation of a 3rd party solution.

Worldwide Services can assist in achieving these goals and has successfully implemented cost effective infrastructure maintenance programs to help clients, like Town of Bay Harbor Islands, keep their networks running.

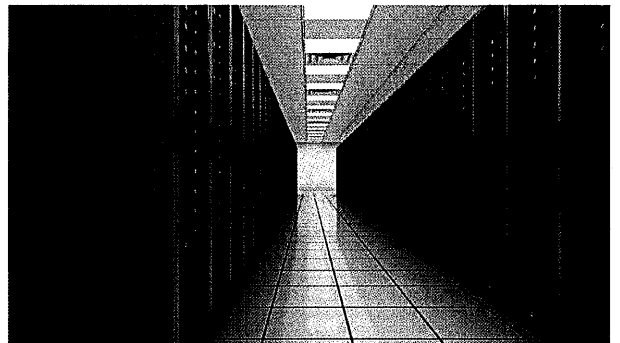
The scope of work for supporting the Server and Server assets within Town of Bay Harbor Islands customer network may change over time to meet the demands of new technology and deployment strategies but initially Worldwide Services will provide:

- 24x7x365 Remote Technical Support and Troubleshooting
- Advanced exchange hardware with a guarantee of same day or next business day shipping
- Quarterly Key Performance Indicator Reporting

To execute on this scope of work, Worldwide Services will utilize decades of management experience in the data, wireless and telecom networking industries.

Over this time, we have developed unique methods of testing and implementing product support and Services chain solutions. Our programs provide effective and efficient troubleshooting and product deployment solutions to help our clients maximize network performance.

Our successful maintenance support solutions save our clients up to 50-80% off manufacturer programs and offer multi-vendor and multi-technology support options all managed by a centralized team.



We thank you in advanced for this opportunity and your consideration!



What We Do



- **Network Equipment**
New and Pre-owned
Cisco, Juniper, Fujitsu, Arris,
Alcatel & more
- **Optics & Accessories**
OEM & WWS branded
optics. Third party memory, cables &
accessories
- **Testing Facility**
Simulated Network
Certified Engineers
- **True Lifetime Warranty**
- **Leasing & Rental Options**
- **TL9000 Certified (Quality Mgt.
System)**



- **NetGuard Maintenance**
 - TAC Support
 - Next Business day
 - 4-Hour Response
 - Onsite Spares
 - Field Support
- **Field Services**
 - Installation
 - Network Design
 - Project Management
 - Network Analysis
 - Project Staffing
 - Technical Training
 - Repair Services



- **Asset Tracking and Analytics**
Complete visibility into your entire
network, with powerful data
informing your buy/sell decisions
- **Asset Recovery Services**
Onsite Inventory Audits, De-
Installations & Logistics
- **Warehousing and 3PL**
Inventory management, facility
management, sparing programs
- **Purchasing of Assets**
All brands, any Technology,
All locations, Full Service

Over 200+ OEM's supported under current agreements including:



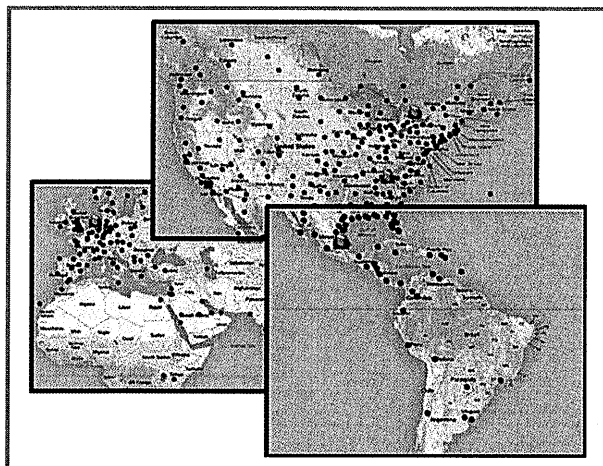
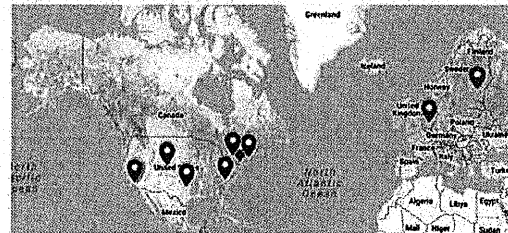


Worldwide Services will leverage our experience in multi-vendor/multi-technology applications and our combined management team experience in the data, wireless and telecom networking industries to support this program for Town of Bay Harbor Islands.

Over the past 14+ years, Worldwide Services has provided products, asset management services, consignment programs, technical services and maintenance support to products from over 750 different manufacturers and inventoried over 33,000 unique part numbers.

Worldwide Services has interacted with more than 17,000 telecommunication companies allowing us to refine our processes for supporting and delivering telecom infrastructure equipment services.

- Global Headquarters in New Jersey, USA
- 50,000 SQF Distribution Center (HQ)
- TL9000 Certified
- Network of over 17,000 Operators
- 99% On Time Delivery Metrics in 2017



We provide capabilities for spare part deployment from over 400 stocking locations in 79 countries.

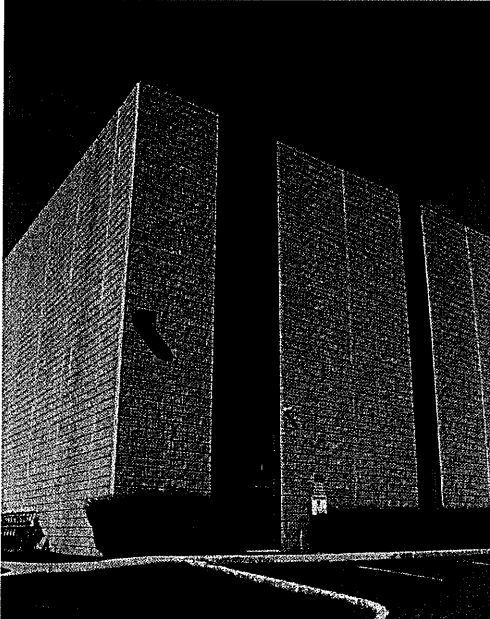
Technical Support – Resources will be utilized to troubleshoot, assist with basic configuration, test and evaluate product to ensure quality expectations are met.

Equipment Warehousing & Logistics –

Receiving, shipping, storage and inventory reporting so that all program material to support the Town of Bay Harbor Islands program is ready for deployment when needed.

Spares Replenishment – Maintaining adequate stock of the contracted critical products to deploy in support of the Town of Bay Harbor Islands network.

Reliability - TL9000 / ISO9001 certified processes ensure best practices.



Company Profile

Legal Name: Worldwide Supply LLC

Addresses of offices which will fulfill this contract: 1

Park Drive, Franklin, NJ 07416

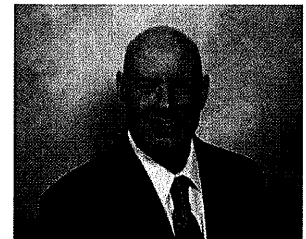
EIN number: 14-1904196.

Founding Year: 2004

Type of Operation: Limited Liability Corporation

Key Executives:

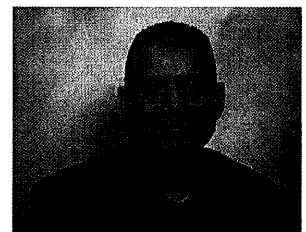
Jay VanOrden is the CEO of Worldwide Services. Mr. VanOrden's entrepreneurial spirit has led to the conception, and sale, of a successful start-up in the networking space in the 1980s and the creation of Worldwide Services. VanOrden is a recognized leader in the secondary network hardware marketplace with nearly 30 years of experience. He is a praised telecommunications speaker and a mentor to many local businesses.



Jim Smith is the COO of Worldwide Services. Mr. Smith's extensive finance and accounting background led to the successful sale of a start-up in the networking space in the 1980s where he was the Chief Financial Officer. An astute businessman, Mr. Smith has been flourishing in the secondary network hardware marketplace for nearly 20 years. Jim is an Accounting major who graduated from St. Francis University in Pennsylvania.



John Herman is the VP of Operations of Worldwide Services. Mr. Herman oversees the day-to-day operations of the growing company with a staff over 20 employees. As the Team Leader for shipping and receiving, tech support, engineering and warehouse departments, Mr. Herman ensures Worldwide Services' quality management system exceeds industry standards.





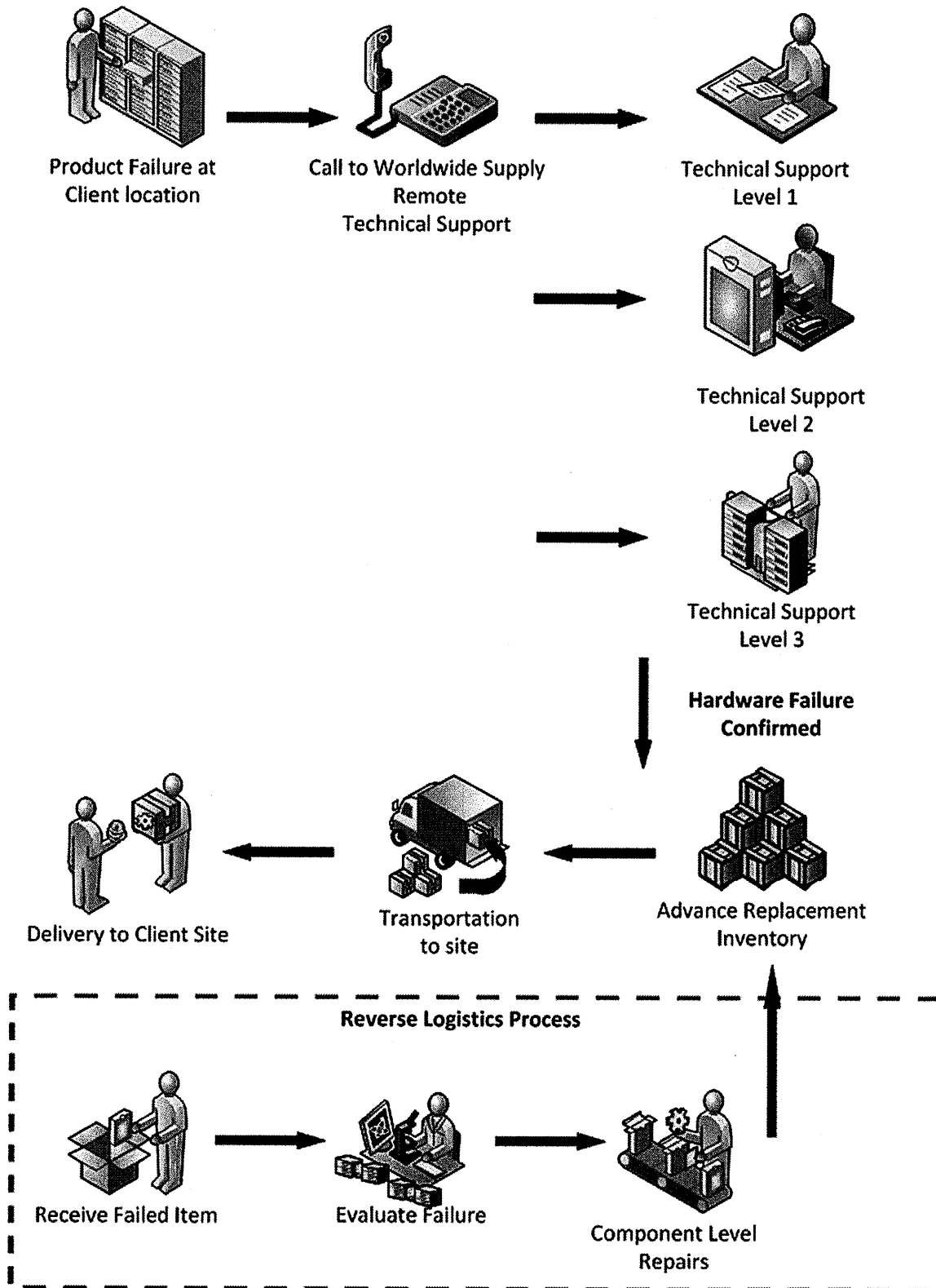
Customized Service Summary

The NetGuard program features selected for this project include:

- 24x7x365 Remote Technical Support and Troubleshooting- Worldwide Services certified engineers are on call 24-hours a day to assist with hardware troubleshooting, basic configuration assistance, and customer support.
- NBD Replacement Service- This proposal is based on next business day (NBD) shipment of hardware replacement. Town of Bay Harbor Islands will not need to wait for an item to be repaired. Worldwide Services will deploy a replacement unit to the customer site or Fanuc Communications location, then repair the failed unit and return it to Worldwide Services stock for future RMA requests.
- Installation- Is based on 1-Day or 8 Hours.
- Reporting- Metrics and service level agreements will be developed at project kick-off and will be tracked and reported quarterly.



NetGuard Process Flow





NetGuard Features - Web Portal Product Tracking

Worldwide Services will grant access to Town of Bay Harbor Islands to our online system for tracking and reporting on the inventory, Trouble Tickets, RMA status, and contract expiration dates.

Secure web access with information provided based on security privileges set by Town of Bay Harbor.

WORLDWIDE SUPPLY
TECHNOLOGY PRODUCTS, SERVICES & SOLUTIONS

COMPANY PRODUCTS WORLDWIDE SERVICES ASSET RECOVERY CUSTOMER SUPPORT CONTACT US

CLIENT LOGIN
HOME | CLIENT LOGIN

Please disable any pop-up blockers before signing in. [Learn how to enable pop-ups here](#)

For viewing or managing your Consignment Inventory, please select the **Consignment Portal** button before logging in. For NetGuard service, please select the **Service Portal** button.

Username:

Password:

SIGN IN

Sales: 888.328.2266
NetGuard Maintenance: 855.201.0421

Sign In to our
☐ Consignment Portal
☒ Service Portal

SIGN UP FOR OUR MONTHLY NEWSLETTER TO STAY UP TO DATE ON THE INDUSTRY AND NEW PRODUCT OFFERINGS.

Enter your email:

Run reports by Location, Part ID, Serial Number, Service Level and Contract Data.

WORLDWIDE SUPPLY
TECHNOLOGY PRODUCTS, SERVICES & SOLUTIONS

COMPANY PRODUCTS WORLDWIDE SERVICES ASSET RECOVERY CUSTOMER SUPPORT CONTACT US

TOWN OF BAY HARBOR ISLANDS

Product Lookup

Name	Status	Support	Part ID	Part Desc	Serial #	Location	Purchased from
Chica Catalyst 25025	Active	48, PS4	48, PS4	Chica Catalyst 25025	48, PS4	48, PS4	No
48, PS4		48, PS4	48, PS4	48, PS4	48, PS4	48, PS4	
48, PS4		48, PS4	48, PS4	48, PS4	48, PS4	48, PS4	

SUBMIT

Questions about your NetGuard coverage?
Please contact us at:

- Hotline 24-7 +1 855-201-0421 for calls originating within the United States
- Hotline 24-7 +972-399-7084 for calls dialed from outside the US

SIGN UP FOR OUR MONTHLY NEWSLETTER TO STAY UP TO DATE ON THE INDUSTRY AND NEW PRODUCT OFFERINGS.

Enter your email:



TL9000 Certification

Certificate of Registration

nqa • global assurance

This is to certify that the Quality Management System of:

Worldwide Supply, LLC
1 Park Drive
Franklin NJ 07416
United States of America

applicable to:

Provides procurement and refurbishment services to the telecommunications industry
has been assessed and approved by National Quality Assurance, USA, against the provisions of:

ISO 9001:2015 and TL 9000:2016-V (R6)/R5.0

Including the following product Categories:
7.0.1 ~ Procurement Services

nqa

For and on behalf of NQA, USA

ANAB ACCREDITED
MANAGEMENT SYSTEMS
CERTIFICATION BODY

TL9000

Certificate Number: TL12855
EAC Code: 29
TL ID: 6107
Certified Since: January 8, 2009
Valid Until: December 3, 2020
Reissued: December 4, 2017
Cycle Issued: December 4, 2017

Page 1 of 1

This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI-ASQ National Accreditation Board.



Pricing:

Description	Price
Dell PowerEdge R630	\$4,642.86
• 2x Intel Xeon E5-2620 v3 2.4GHz 6 Core	Included
• 128GB DDR4 PC4-2133P ECC Memory 8x16GB	Included
• PERC H730 GB Cache & Battery	Included
• 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives	Included
• Broadcom 5720 Quad Port Gb NDC	Included
• 3x PCI-E 3.0 Slots	Included
• Redundant Power Supplies	Included
• iDRAC8 Remote Access EXPRESS	Included
• Rail Kit, Front Bezel & 2x Power Cords	Included
Dell EQUALLOGIC PS6100X SFF ISCSI SAN 24X 90068 10K SAS DRIVES 24.0TB	\$7,357.14
• Dell Equallogic PS6100X	Included
• 24x 2.511 SFF Hard Drive Option	Included
• 24x 900GB 10K SAS Hot Swap Drives	Included
• 2x Type 11 Controllers	Included
• 4x GB RJ45 Port + x Mgmt Port	Included
• 2x 700W Power Supplies	Included
• Rail Kit Included	Included
• Front Bezel Included	Included
• 2x Power Cords	Included
• 2 x Dell N2048 Switches and 2 x Dell Stacking Cables	\$3,142.86
Installation Price	\$1,200.00
<u>1 Year 8X5XNBD</u>	
R630 8x2.5"	\$178.57
PS6100X 24x2.5" Storage Array	\$1,421.43
Dell N2048 Switch w/ Stacking Cables QTY 2	\$1,928.57
<u>3 Year 8X5XNBD</u>	
R630 8x2.5"	\$454.29
PS6100X 24x2.5" Storage Array	\$3,624.29
Dell N2048 Switch w/ Stacking Cables QTY 2	\$4,714.29
Total with 1 Year 8X5XNBD technical support and hardware support	\$19,871.43
Total with 3 Year 8X5XNBD technical support and hardware support	\$25,135.72



Project Scope:

Description:

The reason of this project is to deploy a SAN, iSCSI switching and create a Hyper-V cluster to migrate the existing virtual machines from local storage over to cluster shared volumes.

Professional Qualifications:

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Proof of Professional Liability insurance that includes coverage for both Hardware and software copyright infringement

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Miscellaneous

- Windows Server 2012 R2 Standard OEM
- 2 x Dell N2048 Switches and 2 x Dell Stacking Cables

Scope

The scope of this project will include delivery and installation of networking equipment. The selected bidder will be responsible for committing to timeframes and schedules based on deadlines that will be established.

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Payment Terms

Net 30 Days

Exhibit A Equipment

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Best,

Pete Kaczmarek

Senior Account Manager - Worldwide Supply, LLC

Direct: 248.342.4027 Office: 248.266.9161

Email: pkaczmarek@worldwidesupply.net

W: www.worldwidesupply.net

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR PROPOSAL

BHI HyperV Server Redundancy Project

Sealed Bids for the **BHI hyperV Server redundancy project** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 3:00 PM on July 25th, 2018** at which time bids will be publicly opened and read aloud. All bids shall be clearly marked: "**BHI HyperV Server Redundancy Project.**"

The Town Bay Harbor Islands is a vibrant, affluent community of approximately 6,000 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. The Town employs approximately 60 civilian employees and 23 police officers.

The Town is requesting proposals for the redundancy of their HyperV Terminal Server of the network for the administrative computer network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components while maintaining the functionality of the systems with minimal disruptions.

Further information may be obtained by emailing the Town's IT Manager, Roberto Gonzalez at rgonzalez@bayharborislands-fl.gov

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk

Request for Proposal – BHI HyperV Redundancy Project

Town of Bay Harbor Islands, Florida

Overview

The Town of Bay Harbor Islands is a municipality with approximately 6,000 residents. The Town employs approximately 60 civilian employees and 23 police officers.

Purpose, Description, Qualifications and Insurance Requirements

Purpose:

The purpose of this Request for Proposals (RFP) is to solicit bids from various companies, conduct and evaluation, and select the company who can best serve our needs.

Description:

The reason of this project is to deploy a SAN, iSCSI switching and create a Hyper-V cluster to migrate the existing virtual machines from local storage over to cluster shared volumes.

Professional Qualifications:

We are looking for a company with at least 10 years of experience in the IT field and 5-year minimum experience in HyperV technology. We will ask to show us some references of prior work done on this field of IT work along with any certification you may have acquired.

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All proposals must include proposed costs to complete the task described in the project scope. All costs must be itemized to include an explanation of all fees and costs.

Questions

If you have any questions regarding the RFP, please send them to the attention of Roberto Gonzalez by email at rgonzalez@bayharborislands-fl.gov

All questions must be submitted in writing and all questions and responses will be shared with all prospective bidders.



PROOF
CyberSecurity Counter Intelligence

STATEMENT OF WORK FOR TOWN OF BAY HARBOR ISLANDS

Project Name

BHI Hyper-V Server Redundancy Project

STATEMENT OF WORK FOR TOWN OF BAY HARBOR ISLANDS

TABLE OF CONTENTS

Preface	2
Goals	2
Project Items.....	3
Dependencies.....	4
Client Responsibilities.....	4
Change Order Authorization	6
Flat Rate Fees	6
Statement of Work Approval	7

CONFIDENTIAL

This document contains proprietary and confidential information and must be protected by the recipient accordingly.

The information in this document is not meant for general dissemination and may only be used by the recipient in connection with the services reflected in this document. No portion of this document may be reproduced, stored, transmitted or disclosed for any purpose to any third party without prior written consent from BruteProof.

PREFACE

This document is intended to outline the work to be done and provide clear expectations of the final outcome. Any modifications to this Statement of Work requires a written project change request and approval by Town of Bay Harbor Islands and BruteProof, LLC. The content of this proposal reflects the understanding of the Hyper-V Server Redundancy Project. The scope, approach, deliverables, and pricing are based on information received to date. Contractually this document may serve as schedule document.

GOALS

The goal of this project is to assist the TBHI IT team in deploying a Storage Area Network and its corresponding iSCSI switching fabric. Then create a Hyper-V Cluster in order to migrate the existing virtual machines from local server storage over to Cluster Shared Volumes.

PROJECT ITEMS

SAN and Hyper-V Cluster Setup

- Unbox, install rails and rack server.
- Unbox, install rails and rack switches.
- Unbox, install rails and rack SAN.
- Upgrade switch firmware and create stack.
- Configure switch stack and optimize configuration for iSCSI network.
- Wire SAN and Servers to switch.
- Document a diagram.
- Initialize SAN, configure networking, and install latest SAN firmware.
- Create group and 1GB LUN to be used for Cluster Shared Volumes.
- Shut down BHI-HYPER1 and install additional quad port NIC.
- Install Windows Server 2012 R2, activate and run updates on server.
- Install necessary roles for virtualization on new server.
- Install clustering services on both servers.
- Install EqualLogic Host Integration tools on both servers.
- Install Dell OpenManage and configure iDRAC on new server.
- Configure network teams, virtual switches, IP addressing and NICs according to SAN vendor requirements on both servers.
- Create Hyper-V Cluster.
- Create LUN on SAN, add to Cluster as Cluster Shared Volume and move a test Virtual Machine as a functional test.
- Install and configure EqualLogic SAN Headquarters on management server.
- Install client-provided Backup and Antivirus software.

Virtual Machine Migration

- Move BHI-DC1 into Cluster, and confirm functionality.
- Move BHI-DC2 into Cluster, and confirm functionality.
- Move BHIMAIL into Cluster, and confirm functionality.
- Move IMCSERVERNEW into Cluster, and confirm functionality.
- Move FILESERVERNEW into Cluster, and confirm functionality.
- Create project documentation.
- Train BHI team and perform knowledge transfer.

DEPENDENCIES

The success of this project is dependent upon the cooperation of key members of the Town of Bay Harbor Islands IT staff. The following individuals are recognized by BruteProof as key client contacts:

Roberto Gonzalez

CLIENT RESPONSIBILITIES

This Section is provided for informational purposes only. BruteProof typically includes (but is not obligated under this Project SOW to include) the following customer responsibilities in BruteProof' customer-facing Project SOW related to the Services:

1. During the term of this SOW, Customer is responsible for promptly notifying BruteProof in writing of a) any changes Customer makes to its information technology environment that may impact BruteProof' delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
2. Customer will maintain a backup of all data and programs on affected systems prior to BruteProof performing the Services and during the term of the SOW. BruteProof will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this PSOW.
3. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). BruteProof may request that meetings be scheduled with Technical Contacts.

4. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
5. The Customer Contact will ensure that any communication between Customer and BruteProof, including any scope-related questions or requests, are made through the appropriate BruteProof Lead Project Engineer.
6. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the SOW.
7. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
8. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Customer may be responsible for developing or providing documentation, materials and assistance to BruteProof and agrees to do so in a timely manner. BruteProof shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
10. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
11. Customer will inform BruteProof of all access issues and security measures, and provide access to all necessary hardware and facilities.
12. Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet BruteProof requirements for the products and Services purchased.

CHANGE ORDER AUTHORIZATION

The Statement of Work change process requires a written Project Change Addendum with signatures by Town of Bay Harbor Islands and BruteProof Professional Services. A Project Change Addendum is required when additional tasks requested by Town of Bay Harbor Islands or recommended by BruteProof. Changes to the project may impact project timeline or budget.

The following personnel from Town of Bay Harbor Islands are authorized to approve a project change request:

Roberto Gonzalez

FLAT RATE FEES

All labor for the tasks specified in this Scope of Work will be performed for a flat rate. Any work performed not listed in this Statement of Work will require a Statement of Work Addendum and will be billed at the BruteProof standard time and materials rate. The rates represented on this Statement of Work are valid for 30 days from 7/25/2018.

Option 1 (100% payment up front)

\$13,000

Option 2 (50% deposit and 50% at project completion)

\$7,000 deposit at the time of commencement

\$7,000 at project completion

STATEMENT OF WORK APPROVAL

Project Name: BHI Hyper-V Server Redundancy Project

I accept the terms and I understand that I am responsible for paying the above listed prior to project commencement.

I have reviewed and approved the terms for the project named above. All changes, additions or deletions must be approved by the authorized Town of Bay Harbor Islands representative and Town of Bay Harbor Islands.

I hereby give BruteProof approval to proceed with creation of a project plan. I also give my approval for BruteProof to invoice Town of Bay Harbor Islands according to the installments. I understand further changes to the structure, objectives, or content of the project will likely result in a delay in the final delivery date and may result in additional charges to Town of Bay Harbor Islands.

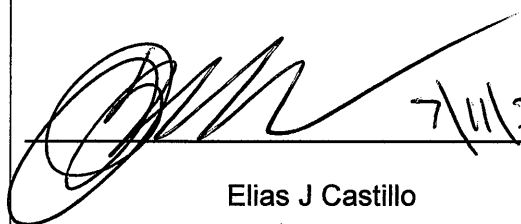
Town of Bay Harbor Islands Approval:

Signature

Date

Print Name

BruteProof SOW Approval:

 7/11/2018
Elias J Castillo



Hardware Quote

Virtual Server Host

\$5,200

- Dell PowerEdge R630
- 2x Intel Xeon E5-2620 v3 2.4GHz 6 Core
- 128GB DDR4 PC4-2133P ECC Memory
- PERC H730 1GB Cache & Battery
- 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives
- Broadcom 5720 Quad Port 1Gb NDC
- 3x PCI-E 3.0 Slots
- Redundant Power Supplies
- iDRAC8 Remote Access Enterprise License
- Rail Kit, Front Bezel & 2x Power Cords
- 3 Year NBD Parts Replacement Warranty

Dell EQUALLOGIC PS6100X SFF ISCSI SAN 24X 900GB 10K SAS DRIVES 21.6TB

\$7,000

- Dell EqualLogic PS6100X
- 24x 2.5" SFF Hard Drive Option
- 24x 900GB 10K SAS Hot Swap Drives
- 2x Type 11 Controllers
- 4x 1GB RJ45 Port + 1x Mgmt Port
- 2x 700W Power Supplies
- Rail Kit Included
- Front Bezel Included
- 2x Power Cords, & 1x Console Cable
- 3 Year NBD Parts Replacement Warranty

2 x Dell N2048 Switches and 2 x Dell Stacking Cables

\$4,000

Dell Networking N2024 Switch with 24 x 10/100/1000 Auto-Sensing RJ45 Ports, two integrated 10GbE SFP+ ports, two dedicated rear stacking ports and one integrated 1000W AC power supply. Includes the power cord only, no other accessories included.
3 Year NBD Parts Replacement Warranty

Miscellaneous

- | | |
|---|-------|
| • Windows Server 2012 R2 Standard OEM | \$300 |
| • Broadcom 5720 Quad Port 1Gb Network Card for BHI-HYPER1 | \$100 |
| • 20 Color-coded Ethernet Cables | \$50 |

Subtotal	\$16,650
Shipping	\$100
<u>Total</u>	<u>\$16,750</u>

Please note, a 50% up-front payment will be required for all hardware and software purchases.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C No.): E-MAIL ADDRESS: contact@hiscox.com														
INSURED BruteProof, LLC 724 NE 193rd Miami FL 33179	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1867240-EO-17	12/06/2017	12/06/2018	Each Claim: \$ 250,000 Aggregate: \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENDA ITEM REPORT

August 13, 2018

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Yaffe regarding the meeting date for the Charter and Ordinance Review Committee. The next date of the committee is set by resolution to review the Charter every 10 years, 2022 with the committee becoming active 12 months prior.

DESCRIPTION:

At a special meeting of the Town Council, Council Member Yaffe requested discussion with regard the the attached resolution to possibly amend it so that the Charter and Ordinance Committee could be activated earlier that Nov. 2021 as required by the attached resolution.

At the time the resolution was adopted, it was decided that the Charter and Ordinance Committee should be re-instituted every 10 years to study possible changes to the Town's Charter. And should be appointed and start meeting 12 months prior to the 10 year period.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. 2014-9-8 2027 - Charter committee

RESOLUTION NO. 2027

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ESTABLISHING THE TOWN'S CHARTER REVIEW COMMITTEE TO REVIEW THE CHARTER OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS AMENDED, AND RECOMMEND CHARTER PROPOSALS AND AMENDMENTS AS NECESSARY TO UPDATE THE CHARTER; STATING THE COMMITTEE'S PURPOSE, POWERS, DUTIES, COMPOSITION, APPOINTMENT QUALIFICATIONS AND REQUIREMENTS FOR MEMBERSHIP; PROVIDING FOR OFFICERS, RULES OF PROCEDURE, MEETINGS, QUORUM, LEGAL AND STAFF SUPPORT, ASSIGNMENT OF PERSONNEL AND PUBLIC NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") was incorporated in 1947 and operates pursuant to its Town Charter; and

WHEREAS, the Town Charter has been amended from time to time as the governance of the Town has evolved; and

WHEREAS, from time to time and when the Town Council deems it necessary, the Town Council has established a Charter Review Committee to conduct a comprehensive charter review to update the Town Charter; and

WHEREAS, the last Charter Review Committee was formed in 2005, and for the first time in the town's history a complete rewrite of the town charter was approved by the electorate of the Town November 6, 2012; and

WHEREAS, the Town Council has determined that the Town Charter should be reviewed every ten years; and

WHEREAS, the Town Council has determined that it is necessary to establish a Charter Review Committee one year prior to the expiration of the ten year term; and

WHEREAS, the Charter Review Committee is empowered to conduct a comprehensive review of the Town Charter and propose amendments to the Town Charter; and

WHEREAS, any proposed amendments shall be presented to the Town Council for approval within twelve (12) months of the 10th anniversary of the adopted 2012 Charter;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands as follows:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Town of Bay Harbor Islands Charter Review Committee shall be established 12 months prior to November 2022. The Council may extend the one year period if additional time is needed by the Committee. The Charter Review Committee's responsibility shall be deemed completed upon submission of its written recommendations and after a public meeting before the Town Council.

Section 3. Purpose, Powers and Duties.

The purpose, powers and duties of the Charter Review Committee are:

- (1) To review the Charter of the Town of Bay Harbor Islands, Florida, as amended ("Charter"), and any changes to the Charter suggested by the Mayor or any of the seven (7) members of the Town Council; and
- (2) To hold public meetings to receive public input, assuring that such meetings are conducted sufficiently prior to the sunset of the Charter Review Committee, so as to receive public input in a timely manner for consideration of such input; and
- (3) To issue a final written report to the Town Council; and
- (4) To serve in an advisory capacity to the Town Council and recommend, in writing, any amendments necessary to reform or update said Charter, providing, however, that any member of the Charter Review Committee may present an alternative recommendation regarding any specific Charter change proposal.

Section 4. Membership; Composition, Appointments, Qualifications, Minimum Attendance Requirements, Removal and Appointment to Fill Vacancies.

(a) Composition, Appointment and Qualifications.

The Charter Review Committee shall consist of a minimum of (5) five and a maximum of (7) seven regular members, all of whom shall be residents and electors of the Town and serve without compensation. Each member shall have an interest in, or experience relating to, the Town Charter, Town Code or governmental procedures and processes.

(b) Minimum Attendance Requirements.

It is expected that appointed citizen members of the Charter Review Committee attend each meeting. Any member of the Charter Review Committee who is absent from more than three (3) meetings, shall automatically be deemed to have vacated his or her position.

(c) Removal. The Town Council shall have the power to remove any citizen member by majority vote without a finding of cause.

(d) Vacancies. In the event a vacancy occurs on the Charter Review Committee, whether automatically, by vote of the Town Council or by resignation of the member, the Town Council may, by majority vote, appoint a qualified person to fill the remaining term of the vacant position. The appointment may be made at the next regularly scheduled meeting of the Town Council or as soon as practicable thereafter. Such appointment shall be consistent with the residency requirements stated in Section 4(a) of this Resolution.

Section 5. Officers.

Upon appointment of members to the Charter Review Committee, the Town Council shall establish a time, date, and place for the first meeting of the Committee. At the initial organizational meeting, the members of the Charter Review Committee shall select and designate a Chairperson and Vice-Chairperson from among the members of the committee who shall serve at the pleasure of the Charter Review Committee.

Section 6. Meetings and Quorum.

All meetings of the Charter Review Committee shall be noticed and open to the public. The public shall be encouraged to submit oral and written comments to the Committee. A minimum of fifty percent (50%) plus one of the Committee's total members shall constitute a quorum for the purpose of convening any meeting. An affirmative vote of not less than fifty percent (50%) plus one of the members present and voting at any meeting is required for any action to be taken by the members.

Section 7. Rules of Procedure.

The Charter Review Committee may adopt its own order of business and rules of procedure governing its meetings, and take actions on matters within its jurisdiction, not inconsistent with the provisions set forth herein, which rules of procedure shall be filed with the Town Clerk. The Charter Review Committee shall comply with all requirements of Chapters 119 (Public Records) and 286 (Sunshine Law), of the Florida Statutes. The minutes of each meeting shall be promptly made available to the Town Clerk and such records shall be open to public inspection. Copies of minutes of all Committee meetings

shall be furnished to the Mayor, Town Council Members, Town Attorney and the Town Manager.

Section 8. Legal Counsel.

The Town Attorney shall serve as legal counsel to the Charter Review Committee and shall provide legal advice on all matters considered by the Committee. The Town Attorney or designee shall provide legal support to the Committee and attend Charter Review meetings accordingly.

Section 9. Town Manager.

It shall be the duty of the Town Manager to provide full cooperation, sufficient personnel for administrative necessary support to the Charter Review Committee, including assignment of a particular person to act as liaison and Secretary to the Charter Review Committee. The Town Manager may participate in deliberations of the Charter Review Committee and may give technical and policy advice to the Committee as requested.

Section 10. Town Clerk.

It shall be the duty of The Town Clerk to provide the services of an individual to keep minutes of meetings, maintain Charter Review Committee correspondence and public input, update the Town website with Charter Review information, post meeting notices, file reports and perform all other necessary support functions in compliance with applicable laws related to public notice and recordation of meetings.

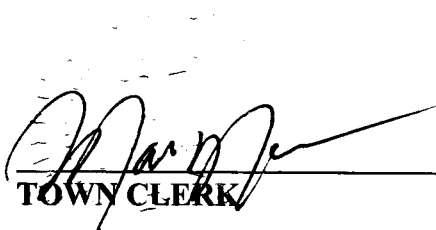
Section 11. This Resolution shall become effective immediately upon its adoption and signature of the Mayor

PASSED and ADOPTED this 8th day of September, 2014.

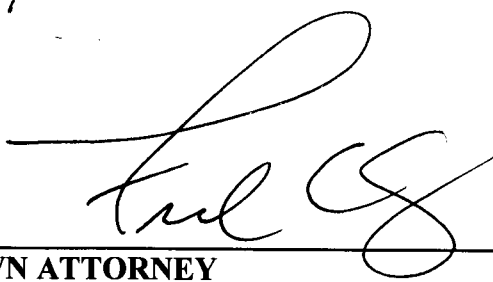


MAYOR

ATTEST:



TOWN CLERK



TOWN ATTORNEY