

TOWN OF BAY HARBOR ISLANDS

November 12, 2019

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 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Ruth K. Broad Bay Harbor K-8 Center - School Safety Patrols
2. Florida League of Cities 20 Years of Public Service Recognition to Council Member Isaac Salver
3. Report on the 2020 Census from Miami Dade County Commissioner Esteban Bovo

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

4. Report of the Town investment performance for quarter ended September 30, 2019. Presentation will be provided by Gerardo Rodriguez of 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:

5. Report from the Parks & Recreation Committee.

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

6. **Approval** of a resolution to update the Town's travel policy. Enclosed is a copy of the proposed resolution.
7. **Approval** of a resolution updating the employee recognition awards. Enclosed is the proposed resolution and the previously approved resolutions regarding the same.
8. **Approval** of an Inter Agency Agreement Between Miami-Dade County / Miami-Dade Police Department and the Bay Harbor Islands Police Department to access the information systems known as FCIC / NCIC for criminal justice information. Enclosed is a copy of the proposed agreement.
9. **Approval** of an amendment to the Address Verification Plan Agreement between the Town and Miami-Dade County School Board. Enclosed is a copy of the proposed revised agreement.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

10. **Consideration** and **Approval** of an ordinance on **second** reading requested by Council Member Leonard and Council Member Reid to prohibit plastic beverage straws and plastic beverage stirrers. Attach is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION; AND SPECIFICALLY ADDING AND REVISING DEFINITIONS TO SECTION 9.1 AND ADDING A NEW SECTION 9-28 PROHIBITING PLASTIC BEVERAGE STRAWS AND PLASTIC BEVERAGE STIRRERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

11. **Consideration** and **Approval** of an ordinance on **second** reading amending the Chapter 5 Town Code to require a demolition Bond. 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 ENTITLED BUILDINGS AND CONSTRUCTION OF THE TOWN'S ADOPTED CODE OF ORDINANCES AND SPECIFICALLY ADDING A NEW SECTION 5.3.1 TO REQUIRE A DEMOLITION BOND; 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 Reid amending Section 23-9 of the Town Code to revise the size of living units in the B-1 Business 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 AS RELATED TO THE MINIMUM SIZE OF LIVING UNITS IN ALL USE DISTRICTS; AMENDING SECTION 23-9 OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR THE SIZE OF LIVING UNITS IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

13. **Consideration** and **Approval** of an ordinance on **first** reading amending Chapter 20 of the Town Code providing for water meters and sub-meters for potable water that do not not utilize the Town sanitary sewage 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 20 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED UTILITIES, BY AMENDING SECTIONS 20-3, AND 20-9 TO PROVIDE FOR THE INSTALLATION, INSPECTION, AND COST OF WATER METERS, WATER SUB-METERS, WATERBOXES, DEPOSITS, AND TAPPING CHARGES; 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** to award project BHI-204 Parking Garage Expansion Joint Replacement and Repairs to Concrete Protection & Restoration in the amount of \$54,880.50 to remove and replace all horizontal and vertical elastomeric concrete joints on the top level of the parking garage. Enclosed are copies of the bid tabulation and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

15. **Approval** of a proposal from Coastal Risk Consulting in the amount of \$73,500 to conduct a Vulnerability Assessment and Adaptation Recommendations Study. Enclosed is a copy of the proposal submitted by Coastal Risk Consulting.

STAFF RECOMMENDATION: Approval

POLL VOTE

16. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction of eight (8) dwelling units from the Villas at Bay Harbor Condominium Association (1150 98th Street) to Millenium Ambianta Corporation (9901 W. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

17. **Consideration and Approval** of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units from the Northern Star Condominium Association, Inc (9725-9745 Bay Harbor Terrace) to Millenium Ambianta Corporation (9901 W. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval

18. **Approval** of the Town's 2020-2025 Strategic Plan as prepared by Management Partners. Enclosed is a copy of the Strategic Plan.

STAFF RECOMMENDATION: Approval

19. **Discussion and possible action** of the Surf Bal Bay Interlocal Shuttle System Final Report conducted by Florida International University. This item is sponsored by Council Member Jordan W. Leonard. Enclosed is a copy of the report.

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

20. **Discussion** requested by Council Member Reid regarding possible charter amendments to address the size of the Town Council and an elected Mayor.

21. **Discussion** requested by Council Member Leonard regarding the density cap, parking requirements, and other zoning regulations in the B-1 District.

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

November 12, 2019

ITEM NUMBER: 4.

ITEM: Report of the Town investment performance for quarter ended September 30, 2019. Presentation will be provided by Gerardo Rodriguez of BNY Mellon.

DESCRIPTION:

Report of the Town investment performance for quarter ended September 30, 2019. Presentation will be provided by Gerardo Rodriguez of BNY Mellon.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS

1. TOBH Final 3rd Quarter Presentation 111219



BNY MELLON
WEALTH MANAGEMENT

Gerardo Rodriguez
Vice President
Wealth Manager II

November 12, 2019

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*
2019 3rd Quarter Review

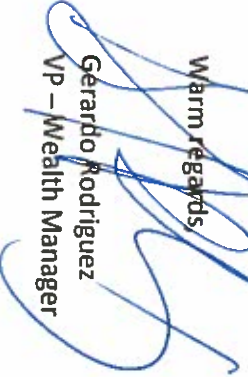
Dear Melissa:

The 3rd Quarter was depicted with a continued risk-on sentiment on the Corporate Bond side, with BBB-rated bonds leading the way. Our portfolio credit rating criteria of investing in A-rated bonds or better, as well as having a shorter duration in the portfolio versus the index were the reasons for the slight underperformance in the quarter. Throughout the third quarter, global government bond yields were lower due to the Fed cutting rates, trade talks resuming between China and the U.S., and economic fundamentals being relatively stable, with only a small amount of data being soft. The U.S. 10-year Treasury note yield closed the quarter at 1.68%, and has remained range bound between 1.60% to 1.70%, mainly due to the yield curve inversion and lingering fear of a recession. Although U.S. Treasuries have tightened slightly from the 2nd quarter's pullback, we expect both short- and long-term rates to move modestly higher and the Treasury yield curve to flatten, as some of the hurdles in the equity market are beginning to be cleared and Global Central Banks are leaning to an easy money policy. We continue to believe any possibility for a recession will come in the latter half of next year or the beginning of 2021.

2019 3rd quarter returns for the town's accounts were 1.30%, 1.28% & 1.29% respectively for the Contingency fund, General fund and Water fund. As of 9/30/19, the combined market value was \$6,717,705 with an estimated annual income of \$156,301. Credit OAS ended the quarter at +115, which was 38 tighter YTD. Lower quality was one of the best performers, so it did not help that the accounts can't own BBB. Corporate 3 month excess return was .04%; BBB excess was .14%; single A was -.09%; AA was -.12%; AAA was -.43%. Our TIP allocation also negatively impacted performance in Q3 because we have an out-of-index position and they underperformed nominal. In Q3, TIPs returned 1.35% while nominals returned 2.40%. Longer treasuries performed the best, with the 30-year treasury returning 9.21%, 10-year was 3.19%, 5-year was 1.33%, and 2-year was .52%.

I have also added our standard BNY Mellon presentation so you and the other council members could see another way the town's relationship could be presented. I look forward to presenting at the next Town Council meeting. Should you have any questions, please give me a call.

Warm regards,


Gerardo Rodriguez
VP – Wealth Manager

1450 Brickell Avenue, Suite 2700, Miami, FL 33131
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Securities are offered through MBSC Securities Corporation, a registered broker dealer and FINRA member.
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BNY Mellon Wealth Management

A Presentation for: Town of Bay Harbor Islands As of September 30, 2019

Jerry Rodriguez
Vice President

Gerardo.rodriguez@bnymellon.com

1450 Brickell Avenue, Suite 2700

Miami, FL 33131

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Table of Contents

1. Account Asset Summary	Page 4
2. Broad Causeway Contingency Fund	Page 5
3. General Fund	Page 9
4. Water Fund	Page 13
5. Investment Update	Page 17
6. Holdings Report	Page 36

TOWN OF BAY HARBOR ISLANDS - ASSET SUMMARY

As of September 30, 2019

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	1,655,582	2,345,312	1,441,665	5,442,560
12/31/2002	1,807,613	2,569,476	1,577,172	5,954,261
12/31/2003	1,850,986	3,898,522	1,617,841	7,367,350
12/31/2004	1,884,393	3,980,278	1,649,635	7,514,307
12/31/2005	1,898,590	4,879,864	1,661,436	8,439,890
12/31/2006	1,196,089	5,042,556	1,718,267	7,956,912
12/31/2007	1,278,555	2,268,410	1,837,152	5,384,116
12/31/2008	1,355,544	2,421,781	1,437,731	5,215,056
12/31/2009	1,419,099	2,524,553	1,517,389	5,461,041
12/31/2010	1,481,152	2,637,367	1,584,012	5,702,531
12/31/2011	1,548,521	2,750,455	1,653,460	5,952,437
12/31/2012	1,608,014	2,855,250	1,718,841	6,182,106
12/31/2013	1,572,275	2,792,826	1,680,356	6,045,456
12/31/2014	1,597,468	2,837,294	1,706,487	6,141,249
12/31/2015	1,608,541	2,857,170	1,718,420	6,184,131
12/31/2016	1,621,799	2,880,951	1,732,327	6,235,076
12/31/2017	1,646,962	2,924,378	1,758,756	6,330,096
12/31/2018	1,656,147	2,941,534	1,769,203	6,366,884
Fixed Income	1,739,990	3,092,994	1,854,537	6,687,521
Cash & Equivalents	8,058	10,111	12,015	30,184
Market Value	1,748,048	3,103,105	1,866,552	6,717,705
Est. Annual Income	40,780	71,734	43,786	156,301

Portfolio Comparisons

Avg. Current Yield	2.34%	2.31%	2.35%	2.33%
BBG BARC Interm Govt/Credit Index*	2.59%	2.59%	2.59%	2.59%
Yield to Maturity/Call	1.80%	1.79%	1.79%	1.79%
BBG BARC Interm Govt/Credit Index*	1.94%	1.94%	1.94%	1.94%
Duration	3.88	3.88	3.93	3.90
BBG BARC Interm Govt/Credit Index*	3.92	3.92	3.92	3.92

Portfolio Return Comparisons

2019 2nd Qtr Return	1.17%	1.16%	1.17%
BBG BARC Interm Govt/Credit Index*	1.36%	1.36%	1.37%
YTD Return	5.60%	5.54%	5.52%
BBG BARC Interm Govt/Credit Index*	6.36%	6.35%	6.35%
Annualized Return Since Inception	3.80%	3.83%	3.89%
BBG BARC Interm Govt/Credit Index*	4.52%	4.52%	4.50%

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

**CONTINGENCY FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2019 - 9/30/2019	YTD 1/1/19 - 9/30/2019	Inception Month through 9/30/2019*
Taxable Fixed Income	1.29%	5.99%	6.73%
BBG BARC Interim Govt/Credit Index	1.36%	6.36%	4.52%
Total Account Gross of Fees	1.29%	5.95%	4.31%
Total Account Net of Fees	1.17%	5.60%	3.80%

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	\$ (7,163.88)
Market Value as of December 31, 2018	\$ 1,656,146.50
Net Contribution / Withdrawals - 2019	\$ (1,964.91)
Market Value as of September 30, 2019	\$ 1,748,048.00

*Inception Dates Listed Below:

Taxable Fixed Income 07/01/1997

Portfolio Profile Report

Portfolio	10520657008
Market Value	\$ 1,749,917
Pricing Date	09/30/2019
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/30/2019

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.88	3.92	-0.04
Eff Duration vs Index (%)	98.98		
Average Life (yrs)	4.25	4.27	0.03
Yield to Maturity (%)	1.81	1.95	-0.14
Yield to Worst (%)	1.80	1.94	-0.14
Average Credit Quality	AA+ / Aa1	AA+	
Average Coupon (%)	2.39	2.68	-0.29
Average Price (\$)	102.55	103.26	-0.71
Current Yield (%)	2.34	2.59	-0.25

Credit Quality	%Portfolio	%Index	%Diff
AAA	52.81	65.94	-13.13
AA	11.55	4.40	7.15
A	35.64	13.34	22.30
BBB	-	16.33	-16.33
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	5.18	0.88	4.30
1 to 3	36.82	39.67	-2.85
3 to 4	18.63	15.32	3.31
4 to 6	19.86	24.21	-4.35
6 to 8.5	16.23	18.61	-2.38
>8.5	3.28	1.31	1.97

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.18	0.50	4.68
1 to 3	32.36	38.62	-6.26
3 to 5	28.46	27.03	1.43
5 to 10	34.00	33.85	0.15
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.18	-	5.18
1 to 3	31.48	38.02	-6.54
3 to 5	29.34	27.05	2.29
5 to 10	34.00	34.93	-0.93
10 to 20	-	0.01	-0.01
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	76.41	71.55	4.86
3% to 4%	21.79	17.21	4.58
4% to 5%	1.80	7.23	-5.43
5% to 6%	-	2.07	-2.07
6% to 7%	-	1.12	-1.12
> 7%	-	0.82	-0.82

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	45.74	60.94	-15.20
U.S. TIPS	5.84	-	5.84
Govt Related Agencies	-	4.00	-4.00
Govt Related Loc Auth	3.89	0.65	3.24
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.50	-2.50
Corporates Financial	15.89	12.19	3.70
Corporates Industrial	25.84	17.29	8.55
Corporates Utility	2.80	1.51	1.29
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

TOWN OF BAY HARBOR CONTING-IMA

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

Date Range: 7/1/1997 through 9/30/2019

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Benchmark	Portfolio Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	0.46%	0.54%	0.49%	1.49%	1.58%	1.83%	1.93%
	Not Applicable		-	0.00%	-	0.00%	-	0.00%
Fixed Income	BBG BARC Interm Govt/Credit Index	99.54%	1.30%	1.37%	6.01%	6.41%	4.40%	4.62%
	Intermediate Muni Bond Index		-	1.27%	-	6.18%	-	4.82%
	BBG BARC Interm Govt/Credit Index		-	1.37%	-	6.41%	-	4.62%
Totals	Class Blended Benchmark	100.00%	1.29%	1.36%	5.95%	6.36%	4.31%	4.52%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	1.17%	1.36%	5.60%	6.36%	3.80%	4.52%

Information in this report is based on sources believed to be reliable but is not guaranteed. The information herein is not intended to be investment, tax or legal advice. Please consult with your tax or legal professional before taking action based on this information. Past performance is not indicative of future results.

FOOTNOTES:

¹ Annualized Return

Account summary

September 1, 2019 - September 30, 2019

Investment Manager For Town Of
Bay Harbor Islands Broad Causeway
Contingency Fund Under Agreement
Dated December 3, 2018

Account activity

Market value

Market value as of September 1, 2019:	\$ 1,755,160.31
Additions	164.70
Withdrawals	-164.70
Change in investment value (Net of fees, includes income)	-7,112.24
Market value as of September 30, 2019:	\$ 1,748,048.07
Accrued income as of September 30, 2019:	9,783.32
Total market value plus accrued income	\$ 1,757,831.39

Cash and money market activity

Cash/money market balance as of September 1, 2019:	\$ 9,504.71
Income	3,935.96
Receipts	164.70
Disbursements	-826.74
Sales/Maturities	50,289.12
Purchases	-55,009.97
Cash/money market balance as of September 30, 2019:	\$ 8,057.78

Income summary

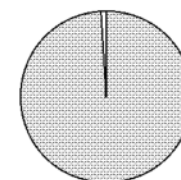
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	3,935.96	28,978.12
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 3,935.96	\$ 28,978.12

	Short term	Long term
Year to date realized net gain/loss	\$493.66	\$-4,453.49
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation



1% Cash & cash equivalents
100% Fixed income

Asset summary

	Market value
Cash & cash equivalents	\$ 8,057.78
(Includes income cash of \$ 1,228,015.29)	
Fixed income Taxable	1,739,990.29
Total assets	\$ 1,748,048.07

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 90,000.00	\$ 1,040,141.90	\$ 566,552.25	\$ 0.00	Par value
5.3%	61.3%	33.4%	0.0%	% of par value



BNY MELLON
WEALTH MANAGEMENT

www.bnymellonwealthmanagement.com

Portfolio manager

Page 8 of 62

Gerardo Rodriguez

**GENERAL FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2019 - 9/30/2019	YTD 1/1/19 - 9/30/2019	Inception Month through 9/30/2019*
Taxable Fixed Income	1.28%	5.95%	6.73%
BBG BARC Interm Govt/Credit Index	1.36%	6.35%	4.52%
Total Account Gross of Fees	1.27%	5.90%	4.33%
Total Account Net of Fees	1.16%	5.54%	3.83%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$ 2,268,409.73
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	\$ (12,785.07)
Market Value as of December 31, 2018	\$ 2,941,533.90
Net Contribution / Withdrawals - 2019	\$ (3,488.70)
Market Value as of September 30, 2019	\$ 3,103,105.00

*Inception Dates Listed Below:
Taxable Fixed Income 7/1/1997

Portfolio Profile Report

Portfolio	10520659004
Market Value	\$ 3,110,921
Pricing Date	09/30/2019
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/30/2019

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.88	3.92	-0.04
Eff Duration vs Index (%)	98.98		
Average Life (yrs)	4.26	4.27	0.03
Yield to Maturity (%)	1.80	1.95	-0.15
Yield to Worst (%)	1.79	1.94	-0.15
Average Credit Quality	AA+ / Aa1	AA+	
Average Coupon (%)	2.37	2.68	-0.31
Average Price (\$)	102.50	103.26	-0.76
Current Yield (%)	2.31	2.59	-0.28

Credit Quality	%Portfolio	%Index	%Diff
AAA	53.95	65.94	-11.99
AA	11.49	4.40	7.09
A	34.57	13.34	21.23
BBB	-	16.33	-16.33
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	5.18	0.88	4.30
1 to 3	36.48	39.67	-3.19
3 to 4	19.10	15.32	3.78
4 to 6	19.65	24.21	-4.56
6 to 8.5	16.05	18.61	-2.56
>8.5	3.53	1.31	2.22

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.18	0.50	4.68
1 to 3	31.81	38.62	-6.81
3 to 5	28.81	27.03	1.78
5 to 10	34.19	33.85	0.34
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.18	-	5.18
1 to 3	30.99	38.02	-7.03
3 to 5	29.63	27.05	2.58
5 to 10	34.19	34.93	-0.74
10 to 20	-	0.01	-0.01
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	77.08	71.55	5.53
3% to 4%	21.23	17.21	4.02
4% to 5%	1.69	7.23	-5.54
5% to 6%	-	2.07	-2.07
6% to 7%	-	1.12	-1.12
> 7%	-	0.82	-0.82

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	46.68	60.94	-14.26
U.S. TIPS	6.05	-	6.05
Govt Related Agencies	-	4.00	-4.00
Govt Related Loc Auth	4.20	0.65	3.55
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.50	-2.50
Corporates Financial	15.52	12.19	3.33
Corporates Industrial	24.75	17.29	7.46
Corporates Utility	2.80	1.51	1.29
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

TOWN OF BAY HARBOR-GEN FUND-IMA

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

Date Range: 7/1/1997 through 9/30/2019

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Benchmark	Portfolio Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	0.32%	0.58%	0.49%	1.50%	1.58%	1.75%	1.93%
	Not Applicable		-	0.00%	-	0.00%	-	0.00%
Fixed Income	BBG BARC Interm Govt/Credit Index	99.68%	1.29%	1.37%	5.96%	6.41%	4.42%	4.62%
	Intermediate Muni Bond Index		-	1.27%	-	6.18%	-	4.82%
	BBG BARC Interm Govt/Credit Index		-	1.37%	-	6.41%	-	4.62%
Totals	Class Blended Benchmark	100.00%	1.27%	1.36%	5.90%	6.35%	4.33%	4.52%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	1.16%	1.36%	5.54%	6.35%	3.83%	4.52%

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FOOTNOTES:

¹ Annualized Return

Account summary

September 1, 2019 - September 30, 2019

Investment Manager For Town Of Bay
Harbor Islands General Fund Under
Agreement Dated December 3, 2018

Account activity

Market value

Market value as of September 1, 2019:	\$ 3,116,669.84
Additions	303.55
Withdrawals	-303.55
Change in investment value (Net of fees, includes income)	-13,565.07
Market value as of September 30, 2019:	\$ 3,103,104.77
Accrued income as of September 30, 2019:	17,604.31
Total market value plus accrued income	\$ 3,120,709.08

Cash and money market activity

Cash/money market balance as of September 1, 2019:	\$ 14,551.12
Income	6,299.83
Receipts	303.55
Disbursements	-1,479.00
Sales/Maturities	85,483.92
Purchases	-95,048.43
Cash/money market balance as of September 30, 2019:	\$ 10,110.99

Income summary

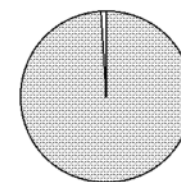
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	6,299.83	50,944.34
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 6,299.83	\$ 50,944.34

	Short term	Long term
Year to date realized net gain/loss	\$749.11	\$-7,129.94
(For annual tax preparation please refer to your annual tax letter)		

Account profile

Investment objective:
Maximum income

Asset allocation



1% Cash & cash equivalents
100% Fixed income

Asset summary

	Market value
Cash & cash equivalents	\$ 10,110.99
(Includes income cash of \$ 2,381,092.95)	
Fixed income Taxable	3,092,993.78
Total assets	\$ 3,103,104.77

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 160,000.00	\$ 1,844,621.75	\$ 1,012,794.06	\$ 0.00	Par value
5.3%	61.1%	33.6%	0.0%	% of par value



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Portfolio manager

Gerardo Rodriguez

**WATER FUND
PERFORMANCE HISTORY**

	Quarter Ended 7/1/2019 - 9/30/2019	YTD 1/1/19 - 9/30/2019	Inception Month through 9/30/2019*
Taxable Fixed Income	1.28%	5.91%	6.95%
BBG BARC Interm Govt/Credit Index	1.37%	6.35%	4.50%
Total Account Gross of Fees	1.28%	5.88%	4.39%
Total Account Net of Fees	1.17%	5.52%	3.89%

Cash Flows / Market Value Summary

Market Value as of December 31, 2007	\$ 1,837,151.93
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	\$ (7,669.40)
Market Value as of December 31, 2018	\$ 1,769,203.46
Net Contribution / Withdrawals - 2019	\$ (2,098.02)
Market Value as of September 30, 2019	\$ 1,866,552.00

*Inception Dates Listed Below:

Taxable Fixed Income 6/1/1997

Portfolio Profile Report

Portfolio	10520819004
Market Value	\$ 1,864,952
Pricing Date	09/30/2019
Benchmark*	U.S. Government / Credit Intermediate
Benchmark Pricing Date	09/30/2019

Statistics (MV Weighted)	Portfolio	Index	Diff
Effective Duration (yrs)	3.93	3.92	0.01
Eff Duration vs Index (%)	100.26		
Average Life (yrs)	4.30	4.27	0.03
Yield to Maturity (%)	1.80	1.95	-0.15
Yield to Worst (%)	1.79	1.94	-0.15
Average Credit Quality	AA+ / Aa1	AA+	
Average Coupon (%)	2.41	2.68	-0.27
Average Price (\$)	102.61	103.26	-0.65
Current Yield (%)	2.35	2.59	-0.24

Credit Quality	%Portfolio	%Index	%Diff
AAA	54.35	65.94	-11.59
AA	11.39	4.40	6.99
A	34.26	13.34	20.92
BBB	-	16.33	-16.33
<BBB	-	-	-
NR	-	-	-

Effective Duration (yrs)	%Portfolio	%Index	%Diff
NA	-	-	-
<0	-	-	-
0 to 1	5.13	0.88	4.25
1 to 3	36.80	39.67	-2.87
3 to 4	18.89	15.32	3.57
4 to 6	19.20	24.21	-5.01
6 to 8.5	16.06	18.61	-2.55
>8.5	3.92	1.31	2.61

Eff Maturity (Avg Life yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.13	0.50	4.63
1 to 3	32.34	38.62	-6.28
3 to 5	28.38	27.03	1.35
5 to 10	34.15	33.85	0.30
10 to 20	-	-	-
> 20	-	-	-

Final Maturity (yrs)	%Portfolio	%Index	%Diff
< 0	-	-	-
0 to 1	5.13	-	5.13
1 to 3	31.52	38.02	-6.50
3 to 5	29.20	27.05	2.15
5 to 10	34.15	34.93	-0.78
10 to 20	-	0.01	-0.01
> 20	-	-	-

Coupon	%Portfolio	%Index	%Diff
< 3%	77.29	71.55	5.74
3% to 4%	21.01	17.21	3.80
4% to 5%	1.69	7.23	-5.54
5% to 6%	-	2.07	-2.07
6% to 7%	-	1.12	-1.12
> 7%	-	0.82	-0.82

Sector Weightings	%Portfolio	%Index	%Diff
Treasuries	47.41	60.94	-13.53
U.S. TIPS	5.78	-	5.78
Govt Related Agencies	-	4.00	-4.00
Govt Related Loc Auth	3.94	0.65	3.29
Govt Related Sovereign	-	0.93	-0.93
Govt Related Supranatl	-	2.50	-2.50
Corporates Financial	15.47	12.19	3.28
Corporates Industrial	24.78	17.29	7.49
Corporates Utility	2.63	1.51	1.12
Securitized ABS	-	-	-
Securitized CMBS	-	-	-
Securitized MBS Pass	-	-	-
Securitized Covered	-	-	-
Securitized CMO	-	-	-
N/A	-	-	-

BAY HARBOR WATER FUND-IMA

BAY HARBOR WATER FUND-IMA (by Account 10520819004)

Date Range: 6/1/1997 through 9/30/2019

			Last 3 Months		Year To Date		Selected Dates ¹	
Class	Portfolio Benchmark	Allocation	Class Return	Benchmark Return	Class Return	Benchmark Return	Class Return	Benchmark Return
Cash and Cash Equivalents	Lipper Money Market Index	0.64%	0.44%	0.49%	1.35%	1.58%	1.91%	1.93%
	Not Applicable		-	0.00%	-	0.00%	-	0.00%
Fixed Income	BBG BARC Interm Govt/Credit Index	99.36%	1.29%	1.37%	5.94%	6.41%	4.55%	4.65%
	ICE BofAML High Yield Master II Index		-	1.22%	-	11.50%	-	6.78%
Totals	Class Blended Benchmark	100.00%	1.28%	1.37%	5.88%	6.35%	4.39%	4.50%
Totals (Net of Fees)	Class Blended Benchmark	100.00%	1.17%	1.37%	5.52%	6.35%	3.89%	4.50%

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FOOTNOTES:

¹ Annualized Return

Account summary

September 1, 2019 - September 30, 2019

Investment Manager For Town Of
Bay Harbor Islands Water Fund Under
Agreement Dated December 3, 2018

Account activity

Market value

Market value as of September 1, 2019:	\$ 1,873,921.24
Additions	173.90
Withdrawals	-173.90
Change in investment value (Net of fees, includes income)	-7,369.25
Market value as of September 30, 2019:	\$ 1,866,551.99
Accrued income as of September 30, 2019:	10,282.96
Total market value plus accrued income	\$ 1,876,834.95

Cash and money market activity

Cash/money market balance as of September 1, 2019:	\$ 2,663.45
Income	4,648.57
Receipts	173.90
Disbursements	-880.86
Sales/Maturities	60,420.37
Purchases	-55,009.97
Cash/money market balance as of September 30, 2019:	\$ 12,015.46

Income summary

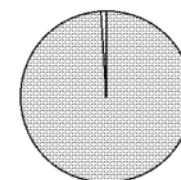
	This period	Year to date
Interest tax exempt	\$ 0.00	\$ 0.00
Interest taxable	4,648.57	31,520.62
Dividends	0.00	0.00
Other asset income	0.00	0.00
Total income	\$ 4,648.57	\$ 31,520.62

	Short term	Long term
Year to date realized net gain/loss	\$794.80	\$-5,441.53
(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	\$ 12,015.46
(Includes income cash of \$ 1,116,612.76)	
Fixed income Taxable	1,854,536.53
Total assets	\$ 1,866,551.99

Bond maturities

Less than 1 year	1 to 5 years	5 to 10 years	over 10 years	
\$ 95,000.00	\$ 1,105,809.55	\$ 606,552.25	\$ 0.00	Par value
5.3%	61.2%	33.6%	0.0%	% of par value



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Portfolio manager

Gerardo Rodriguez



Monthly Market Roundup

Despite slowing growth, risk appetite increased led by greater central bank easing as global equities were up 2.2%, the best September since 2013. Sovereign bond yields increased in developed economies and the yield curve steepened in the U.S. after the Fed cut rates for the second time this year. The USD gained further as U.S. interest rates and growth remain above other major economies despite elevated political uncertainty. While the U.S. remains the most resilient economy on the back of a still strong consumer and less exposure to trade, it is also showing signs of softening growth. The trade war continues to be deflationary and both actual and expected inflation continue to shift lower forcing central banks to ease.

Global Economy

Slowing growth is widespread and risks remain to the downside. Global manufacturing continues to be negatively impacted by the trade war. While the U.S. remains the strongest and most resilient led by a still strong U.S. consumer and less exposure to trade, it is also showing signs of softening growth. The trade war continues to be deflationary and both actual and expected inflation continue to shift lower forcing central banks to ease. Further easing will depend on policy effectiveness in stabilizing sentiment and activity and a trade deal.

Financial Markets

Increased risk appetite helped drive global equities up — global stocks had the best September performance since 2013. There was a big rotation away from momentum to value stocks as Treasury yields showed signs of rebounding. European bourses cheered on easy monetary policy and were so far unimoved by looming recession risk for the region. The USD gained for another month as the U.S. still leads other countries in higher economic growth as well as bond yields. Oil lost despite the biggest supply disruption in 50 years — overall, the global manufacturing slowdown continues to weigh on energy demand.

Market Roundup

Capital market performance across asset classes.

Sector Performance

U.S. small and large cap sector returns.

Factor Performance

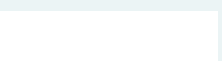
MSCI U.S. and EAFE factor returns.



Global Economy

Growth

Slowing growth is widespread and risks remain shifted toward the downside. Global manufacturing continues to suffer from the trade war and lower domestic demand, particularly in the Eurozone. The U.S. remains the most resilient led by a still strong U.S. consumer and less exposure to global trade but is also exhibiting signs of softening growth. Business confidence continues to be undermined by trade tensions leading to lower investment. Going forward a trade deal, China's stimulus, and the health of the U.S. consumer are key to the outlook.



Inflation

Both actual and expected inflation continue to move lower and will unlikely move sustainably above central banks' targets at least for the next several years. The trade war also continues to be deflationary.



Central Bank Policy

Monetary policy in developed and emerging markets has entered an easing cycle. Further easing will depend on the extent to which recent policy moves help stabilize weakening economic activity and also progress surrounding a U.S./China trade deal.





Global Economy

Growth

Inflation



Central Bank Policy



Slowing growth is widespread and risks remain shifted toward the downside. Global manufacturing continues to suffer from the trade war and lower domestic demand, particularly in the Eurozone. The U.S. remains the most resilient led by a still strong U.S. consumer and less exposure to global trade but is also exhibiting signs of softening growth. Business confidence continues to be undermined by trade tensions leading to lower investment. Going forward a trade deal, China's stimulus, and the health of the U.S. consumer are key to the outlook.

• Global Growth Slowing as Trade Tensions Weigh on the Outlook.

OECD growth fell to 1.6% y/y in Q2 which was the slowest since Q3 2016. Recently published research from the Fed highlighted the negative impact on growth from the rise in trade policy uncertainty during the last two years. 38% of investors expect a recession over the next 12 months, the highest since 2008–2009 (BoFA ML).

• U.S. Consumer Remains the Key Driver of Global Growth.

While the level of consumer confidence remains historically elevated, it has moved within a range YTD and is roughly unchanged. Retail sales improved again in August and grew 4.1% y/y which is the strongest in roughly a year. Housing has also

improved as financial conditions have eased and interest rates moved lower. The ISM manufacturing index declined further into contraction territory to the lowest in over 10 years.

• **Eurozone One of the Worst.** The Markit manufacturing PMI declined to 45.7 in September, the worst in seven years. Since 2018, the monthly change has been positive for only three months, highlighting the persistence of the manufacturing slump. The services PMI also declined sharply to 52.0 from 53.5. Similar to the U.S., the services sector has remained more resilient but has weakened over the last year. The ECB stated that the region faces a “prolonged

sag” and lowered its 2019 GDP forecast by 0.1% to 1.1% and by 0.2% in 2020 to 1.2%.

• **Japan.** Exports and manufacturing continue to contract and when combined with the upcoming consumption tax hike are setting up for a weak fourth quarter.

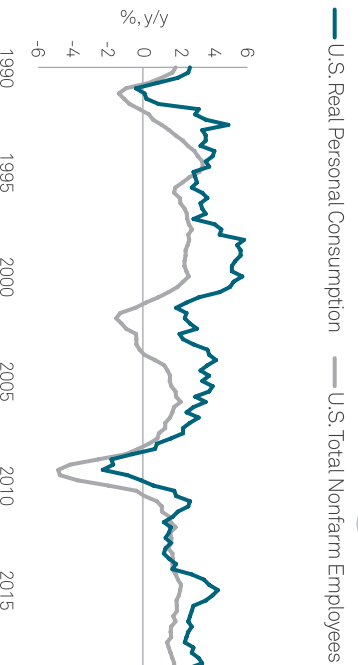
• **China Looking to Stabilize Slowing Growth.** So far, a weakening economy does not appear to be forcing concessions in the trade war with the U.S. The manufacturing PMI has remained below 50 each month since last December except for two, highlighting the persistence of the slowdown as export growth also remains weak. Retail sales and industrial output growth also slowed even further to near historical lows.

TAKEAWAY:

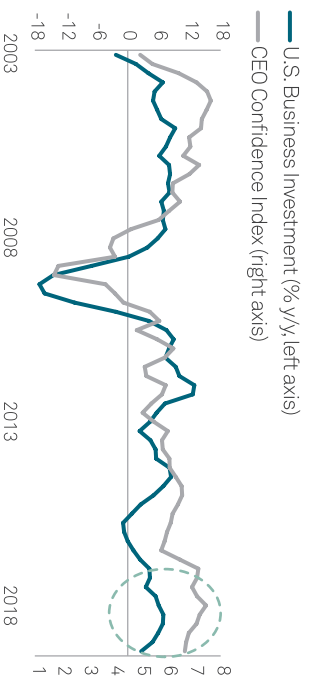
Job growth remains the biggest driver of household spending.



U.S. CONSUMPTION AND EMPLOYMENT



U.S. BUSINESS CONFIDENCE AND INVESTMENT



Investment: Real private nonresidential fixed investment. A higher and rising confidence index implies greater confidence in the economy one year from now. Quarterly data as of June 30, 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg and Strategas.

TAKEAWAY:

The trade war is driving business sentiment lower and reducing investment.



Quarterly data as of June 30, 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg and Strategas.





Global Economy

[Growth](#)

[Inflation](#)
[Central Bank Policy](#)


Both actual and expected inflation continue to move lower and will unlikely move sustainably above central banks' targets at least for the next several years. The trade war also continues to be deflationary.

- **U.S.** U.S. inflation fell 0.1% to 1.7% y/y in August or the middle of the range YTD (1.5% to 2.0%) which is also the average since 2010. Core inflation continues to surprise to the upside and advanced 0.2% to 2.4% y/y which is the highest in 11 years. The Fed's preferred measure of inflation, core PCE, increased for the third consecutive month to 1.8% y/y, which is the highest in 2019 and up from a two-year low of 1.5% in May. The market expects core PCE to finish 2019 at 1.7% before rising to 2.0% in 2020 while the Fed's latest projections were unchanged at 1.8% for 2019 and 1.9% in 2020. Downward pressure

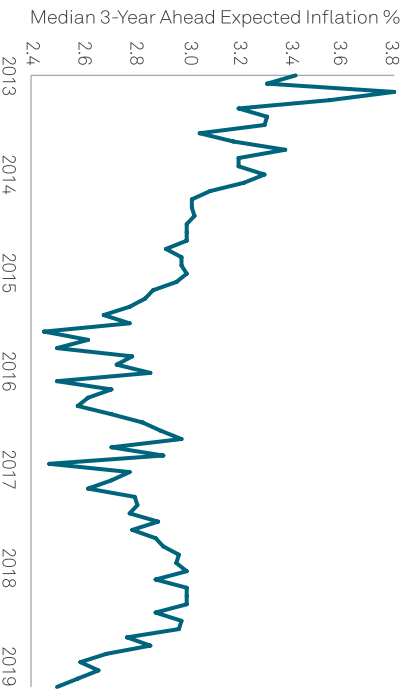
remains on the markets' short- and medium-term inflation estimates. Going forward, it will be key whether estimates are able to stabilize and shift higher.

- **Eurozone.** Eurozone inflation fell 0.1% to 0.9% y/y in September, which is near the lowest in three years and has fallen 0.8% from a 2019 peak of 1.7% in April. Core inflation advanced 0.1% to 1.0% y/y or the average during the last six years. The ECB lowered its headline inflation forecast 0.1% to 1.2% in 2019 and by 0.4% in 2020 to 1.0%. Similar to the U.S., downward pressure on the markets'

inflation estimates linger and are near historical lows. Persistently sluggish inflation and weakening growth will likely continue to depress market expectations.

- **UK.** UK headline inflation decreased sharply from 2.1% y/y to 1.7% y/y in August, the lowest since the end of 2016. Core inflation also fell 0.4% to 1.5% y/y.
- **Japan.** Japan inflation fell 0.2% to 0.5% y/y in September and is the lowest since mid-2018 after reaching a multi-year peak in April at 1.3%.

U.S. CONSUMER INFLATION EXPECTATIONS +



Monthly data as of August 2019. Source: BNY Mellon Global Investment Strategy using data from the Federal Reserve Bank of New York Survey of Consumer Expectations.

TAKEAWAY:

An increase in trade tensions has coincided with lower inflation expectations.

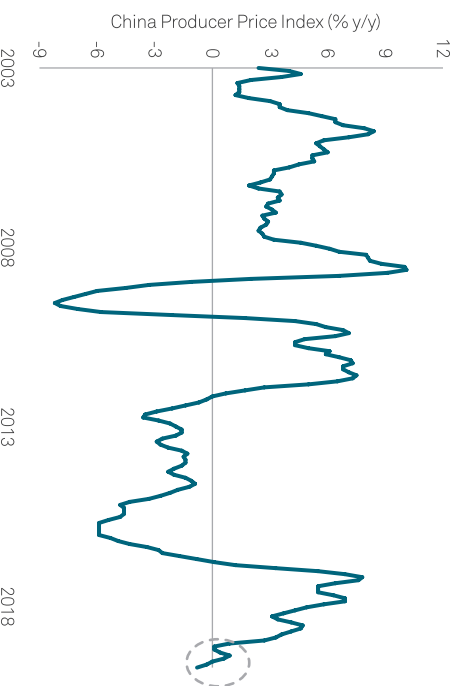


TAKEAWAY:

China is importing deflation to the rest of world.



CHINA PRODUCER PRICES — % CHANGE Y/Y +



Monthly data as of August 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg.





Global Economy

Growth



Inflation

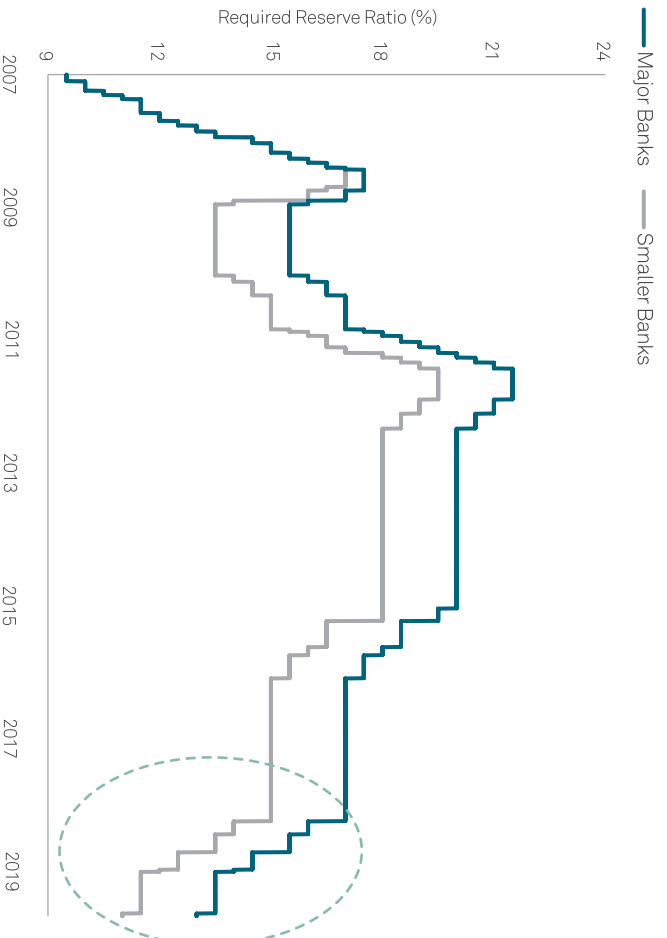


Central Bank Policy

Monetary policy in developed and emerging markets has entered an easing cycle. Further easing will depend on the extent to which recent policy moves help stabilize weakening economic activity and also progress surrounding a U.S./China trade deal.

- **U.S.** As expected, the Fed cut rates for the second time in 2019 by 25 bp to a range of 1.75%–2.00%. While the Fed lowered its estimate for rates in 2020, the Fed expects rates to remain steady from current levels through next year before rising in 2021 highlighting the lingering disconnect between the market's forecasts. In addition, there is rising disagreement within the FOMC over the economic outlook and required rate cuts, most notably around the extent to which international weakness could spill over into the domestic outlook. The market is pricing in one additional rate cut in 2019 followed by two more in 2020. The Fed's next meeting concludes October 30.
- **Eurozone.** The ECB cut its deposit rate by 10 bp to -0.5%, a new record low. The ECB also announced a new quantitative easing program which includes 20 billion euro of asset purchases per month for as long as is necessary until inflation expectations come "sufficiently close to, but below, 2%." ECB President Mario Draghi also stated that "this package is adequate to re-anchor inflation expectations" but suggested that governments should play a larger role and that "governments with fiscal space should act in an effective and timely manner." Draghi will finish his eight-year term as ECB president at the end of October when current IMF managing director Christine Lagarde will take over.
- **Japan.** The BOJ kept policy on hold but hinted at possible easing at its next meeting on October 31. In combination with the upcoming consumption tax hike (8% to 10%), the BOJ governor stated that "with the slowdown in overseas economies continuing and downside risks on the increase, we judged it's becoming necessary to pay closer attention to the possibility of losing momentum towards our price stability goal."
- **China.** China's central bank cut the required reserve ratio, the amount of cash banks must hold as reserves, by 50 bp.

CHINA MONETARY POLICY — REQUIRED RESERVE RATIO +



TAKEAWAY:

China's central bank continues to ease.

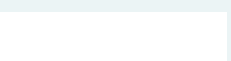
Data as of September 30, 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg.



Financial Markets

Global Equities

Global stocks had the best September performance since 2013. The major indices finished the month in the green amid increased global central bank easing despite continued trade tensions, and impeachment news. Value stocks outperformed as investors fled momentum stocks and Treasury yields showed signs of rebounding. European bourses cheered on easy policy by the ECB despite increasing signs of an approaching recession. Emerging markets surged in September after the worst August performance since 2015, but still underperformed developed markets on continued trade war and strength in the USD.



Fixed Income

Investors' appetite for safe haven assets diminished in September. Global bond markets lost, pushing sovereign debt yields in major developed economies higher, and the U.S. yield curve steepened.



Foreign Exchange

The USD gained for another month despite the Fed's September rate cut as the U.S. leads other countries in higher economic growth as well as bond yields.



Commodities

Commodities gained; oil lost despite largest supply disruption in 50 years.



Global
EconomyMarket
RoundupSector
PerformanceFactor
Performance

< PREVIOUS



NEXT >

Financial Markets

Global Equities

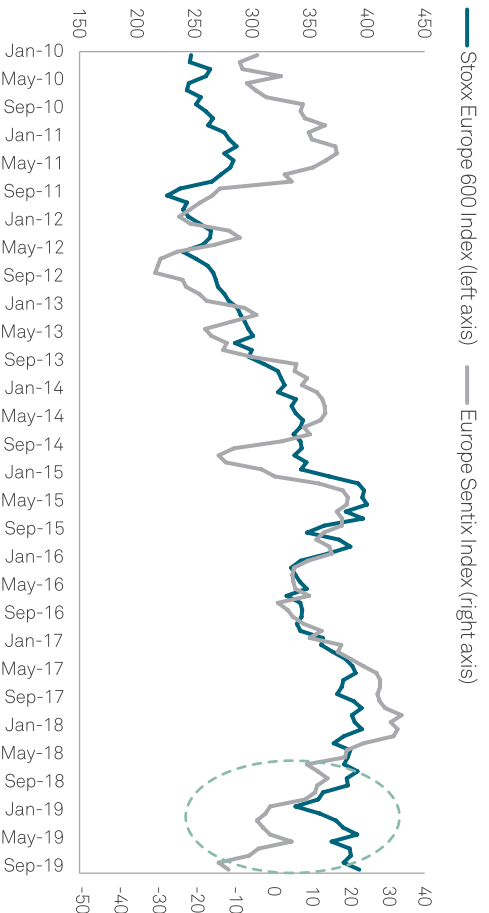
Fixed Income | Foreign Exchange | Commodities



Global stocks had the best September performance since 2013. The major indices finished the month in the green amid increased global central bank easing despite continued trade tensions, and impeachment news. Value stocks outperformed as investors fled momentum stocks and Treasury yields showed signs of rebounding. European bourses cheered on easy policy by the ECB despite increasing signs of an approaching recession. Emerging markets surged in September after the worst August performance since 2015, but still underperformed developed markets on continued trade war and strength in the USD.

- Global equities (+2.2%, +16.7% YTD total return) gained in September after lackluster performance in August, as the global central bank monetary policy easing accelerated against a backdrop of no resolution on the U.S.-China trade front and added uncertainty due to impeachment process.
- U.S. large cap stocks gained by +1.9% in September (+20.6% YTD) after August's (-1.6%) pessimism. Among large-caps, financials reversed August's losses and gained by +4.5%, followed by utilities (+4.0%) and energy (+3.6%) as extended positioning in momentum stocks showed signs of unwinding as yields edged higher, helping value stocks.
- U.S. small caps (+2.1%) outperformed large caps (+1.9%) in September, after two consecutive months of underperformance, as risk aversion decreased and there was no material escalation in the trade war. Small caps still lag large caps by more than 6% as of end-Q3. Among small cap sectors, materials gained the most (+6.8%), followed by consumer discretionary and producer durables (both gained by +4.1%).
- European bourses recovered from August's lackluster performance after the ECB delivered its first rate cut since 2016 to halt a looming recession. German stocks had a strong comeback in September (+4.1%) despite continued weakness in the region's manufacturing sector.
- Emerging markets (+1.9% MTD, +6.2% YTD total return) surged in September after the worst August performance since 2015, but still underperformed developed markets (+2.2%, +18.1%) as another month of USD strength and trade war tensions weighed on stocks.
- In the U.S., high dividend yield (+3.6%) and value stocks (+3.4%) outperformed other factors while momentum stocks (-1.2%) lagged all other factors. In EAFE, all factors gained, as value (+4.8%) performed the best while momentum stocks (+0.6%) the worst.

SENTIX EUROZONE INVESTOR SENTIMENT AND STOXX EUROPE 600 INDEX



TAKEAWAY:
Eurozone investor sentiment worsens but equities are near all-time highs and do not price in a recession.

Data as of September 30, 2019. Source: Bloomberg.





Financial Markets

Global Equities



Fixed Income | Foreign Exchange | Commodities

Investors' appetite for safe haven assets diminished in September. Global bond markets lost, pushing sovereign debt yields in major developed economies higher, and the U.S. yield curve steepened. The USD gained for another month despite the Fed's September rate cut as the U.S. leads other countries in higher economic growth as well as bond yields. Commodities gained; oil lost despite largest supply disruption in 50 years.

FIXED INCOME

- In August, average G-4 10-year government bond yields edged higher (+9 bp MTD), led by the U.S. 10-year Treasury (+17 bp to 1.66%), German 10-year Bund (+13 bp to -0.57%), Japan's 10-year (+6 bp to -0.21%), U.K. 10-year Gilt (+1 bp to 0.49%). In the U.S., yield curve steepened (2s10s up +5 bp MTD).

- Credit spreads tightened in September, in line with improving risk-on sentiment (U.S. HY -20 bp MTD, -153 bp YTD; U.S. IG -5 bp MTD, -38 bp YTD).

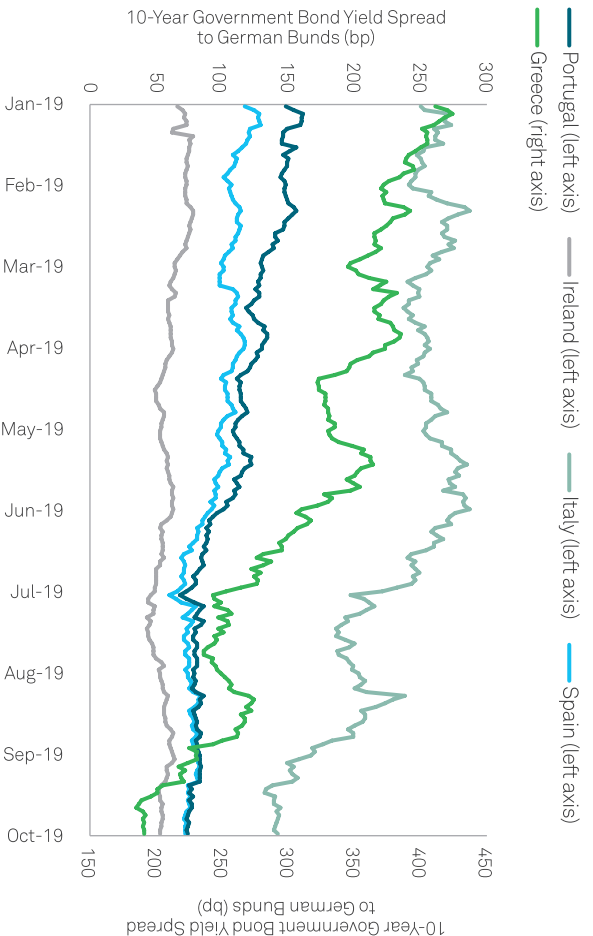
FOREIGN EXCHANGE

- The USD Index (+0.5% MTD, +3.3% YTD) gained against major crosses despite the Fed's September rate cut as the U.S. leads other countries in higher economic growth as well as bond yields, and heightened global economic uncertainty increased the safe-haven demand for the U.S. dollar.
- Emerging markets currencies (+0.8% MTD, -0.4% YTD) gained in September, despite a strong USD, after August's worst monthly performance since May 2012. Gains in September were led by high beta currencies that lost the most in August, such as the Argentine peso (+3.3%) and Turkish lira (+3.2%), as well as the Russian ruble (+3.0%).

COMMODITIES

- Commodities (+1.2% MTD, +3.1% YTD) gained in September. Increased investor risk appetite halted gold's YTD rally (-2.6% MTD, +16.1% YTD). Oil (WTI -1.9%, +19.1%) prices had the largest one-day spike since at least 1989 following attacks on Saudi Arabia's oil facilities, but recovered after the lost production was replaced. Overall, the global manufacturing slowdown continues to weigh on energy demand.

PERIPHERAL COUNTRIES 10-YEAR GOVERNMENT BOND YIELDS SPREAD TO GERMAN BUNDS



TAKEAWAY:

Peripheral spreads are tight despite the manufacturing recession in Europe.

Data as of October 1, 2019. Source: Bloomberg.



Market Roundup

Data as of September 30, 2019 close.

REGIONAL EQUITIES		Level	MTD	YTD	1Y	3Y¹	2018
(USD, % chg. Total Return)	MSCI All-Country World	1,083	2.2%	16.7%	1.9%	10.3%	-8.9%
	MSCI World – DM	9,182	2.2%	18.1%	2.4%	10.8%	-8.2%
	MSCI EAFE	7,989	2.9%	13.3%	-0.8%	7.0%	-13.4%
	MSCI EM	2,297	1.9%	6.2%	-1.6%	6.4%	-14.2%
COUNTRY EQUITIES	U.S. (S&P 500)	6,009	1.9%	20.6%	4.3%	13.4%	-4.4%
	U.S. (NASDAQ)	9,371	0.5%	21.5%	0.5%	15.9%	-2.8%
	U.S. (Russell 2000)	7,675	2.1%	14.2%	-8.9%	8.2%	-11.0%
	Japan (NIKKEI 225 JPY)	35,208	5.8%	10.8%	-7.8%	12.0%	-10.3%
	EU (STOXX 600 USD Hedged)	207	3.3%	22.0%	8.9%	11.2%	-7.8%
	UK (FTSE 100 GBP)	6,798	3.0%	14.3%	3.2%	6.8%	-8.7%
	France (CAC 40 EUR)	15,401	3.7%	23.7%	6.9%	12.1%	-8.0%
	Germany (DAX 30 EUR)	12,428	4.1%	17.7%	1.5%	5.7%	-18.3%
	China (MSCI China USD)	142	0.0%	7.8%	-3.8%	7.9%	-18.8%
	Global Treasury ex. U.S.	708	-0.4%	9.0%	11.4%	4.1%	3.6%
FIXED INCOME	U.S. Treasury	2,389	-0.8%	7.7%	10.5%	2.2%	0.9%
	Global IG Corporate	280	-0.5%	11.6%	11.7%	4.6%	-1.0%
	Global High Yield	501	0.6%	10.0%	6.6%	5.4%	-2.7%
	U.S. Leveraged Loans	3,004	0.5%	6.8%	3.1%	4.5%	0.4%
COMMODITIES	EM USD Denominated	1,185	0.0%	10.8%	10.6%	4.4%	-2.5%
	Bloomberg Commodity Index	165	1.2%	3.1%	-6.6%	-1.5%	-11.2%
	Oil (WTI, USD/Barrel)	54.1	-1.9%	19.1%	-26.2%	3.9%	-24.8%
	Gold (USD/Troy Ounce)	1,487.6	-2.6%	16.1%	25.7%	3.9%	-1.1%
SPREADS	U.S. Investment Grade Corporate	115	-5	-38	9	-23	60
	U.S. High Yield	373	-20	-153	57	-107	183
KEY RATES	EM USD Denominated	324	-11	-19	39	10	117
	3M U.S. Libor	2.10	-4	-71	-30	124	111
	2Y U.S. Treasuries	1.62	12	-87	-120	86	60
	10Y U.S. Treasuries	1.66	17	-102	-140	7	28
	10Y German Bund	-0.57	13	-81	-104	-45	-19
	10Y UK Gilt	0.49	1	-79	-109	-26	9
	10Y Japanese Bond	-0.21	6	-22	-34	-12	-5
	CBOE VIX	16.24	18.98	25.42	12.12	13.29	11.04
	U.S. 30Y Fixed Rate Mortgage	3.72	3	-79	-85	38	66
	FOREIGN EXCHANGE	USD – Major Dollar Index	99.3770	0.5%	3.3%	4.5%	1.3%
Euro		1.0899	-0.8%	-5.0%	-6.1%	-1.0%	-4.5%
British Pound		1.2289	1.1%	-3.6%	-5.7%	-1.8%	-5.6%
Japanese Yen		108.0800	-1.7%	1.5%	5.2%	-2.1%	2.7%

Data provided for illustrative purposes and are not indicative of the past or future performance of any BNY Mellon product. An investor cannot invest directly in the index. **The performance data quoted represent past performance, which is no guarantee of future results.** Source: BNY Mellon Global Investment Strategy using data from Bloomberg.



Sector Performance

Data as of September 30, 2019 close.

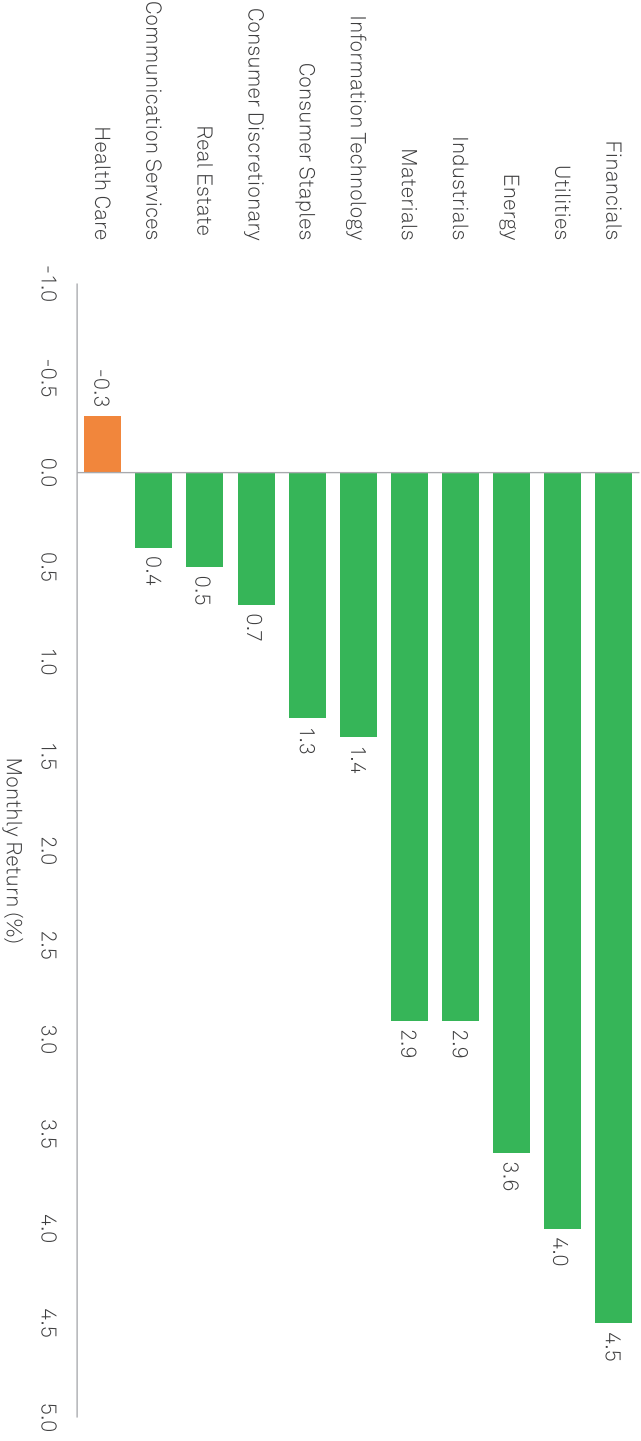
S&P 500

Russell 2000

S&P 500 SECTORS	MTD	YTD	1Y	3Y Annualized	2018	5Y Annualized
Information Technology	1.4%	29.9%	6.9%	20.8%	-1.6%	16.5%
Financials	4.5%	17.6%	1.6%	13.2%	-14.7%	8.3%
Health Care	-0.3%	4.2%	-5.3%	7.8%	4.7%	7.0%
Consumer Discretionary	0.7%	21.2%	1.0%	14.2%	-0.5%	12.2%
Industrials	2.9%	20.8%	-0.6%	9.1%	-15.0%	7.4%
Consumer Staples	1.3%	20.6%	13.4%	4.8%	-11.2%	6.2%
Energy	3.6%	3.1%	-22.1%	-5.6%	-20.5%	-8.2%
Utilities	4.0%	22.3%	22.9%	9.7%	0.5%	9.0%
Real Estate	0.5%	26.6%	20.7%	6.7%	-5.6%	7.8%
Materials	2.9%	15.2%	0.4%	6.7%	-16.4%	2.9%
Communication Services	0.4%	20.5%	4.2%	-0.7%	-16.4%	0.8%

The performance data quoted represent past performance, which is no guarantee of future results.

S&P 500 SEPTEMBER SECTOR PERFORMANCE



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Sector Performance

Data as of September 30, 2019 close.

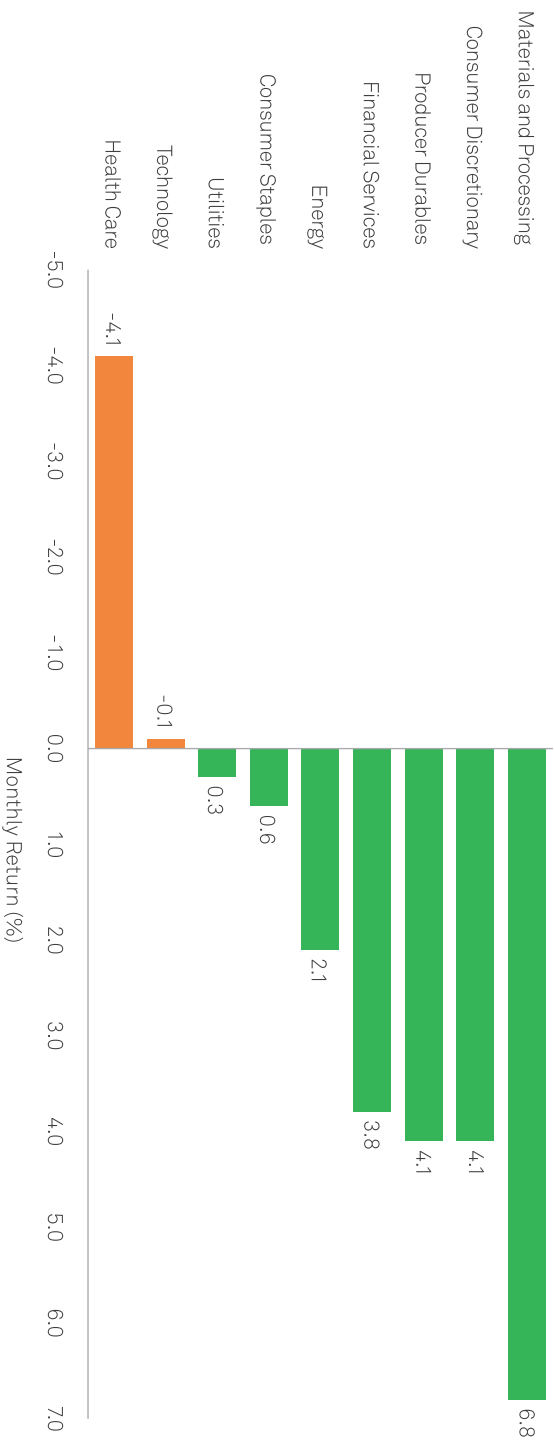
S&P 500 >

Russell 2000

RUSSELL 2000 INDEX SECTORS	MTD	YTD	1Y	3Y Annualized	2018	5Y Annualized
Financial Services	3.8%	14.2%	-4.6%	5.7%	-13.5%	6.6%
Technology	-0.1%	20.9%	-0.4%	14.0%	-1.1%	14.5%
Producer Durables	4.1%	18.7%	-5.4%	9.4%	-15.5%	6.3%
Consumer Discretionary	4.1%	12.2%	-9.4%	8.0%	-9.2%	5.8%
Health Care	-4.1%	6.0%	-21.5%	8.2%	-6.5%	9.1%
Materials and Processing	6.8%	18.4%	-12.8%	3.0%	-27.8%	4.1%
Utilities	0.3%	15.8%	6.8%	9.5%	-1.1%	9.9%
Energy	2.1%	-12.6%	-48.3%	-19.3%	-37.2%	-26.6%
Consumer Staples	0.6%	6.4%	-10.1%	-0.3%	-12.0%	3.7%

The performance data quoted represent past performance, which is no guarantee of future results.

RUSSELL 2000 SEPTEMBER SECTOR PERFORMANCE



The performance data quoted represent past performance, which is no guarantee of future results.

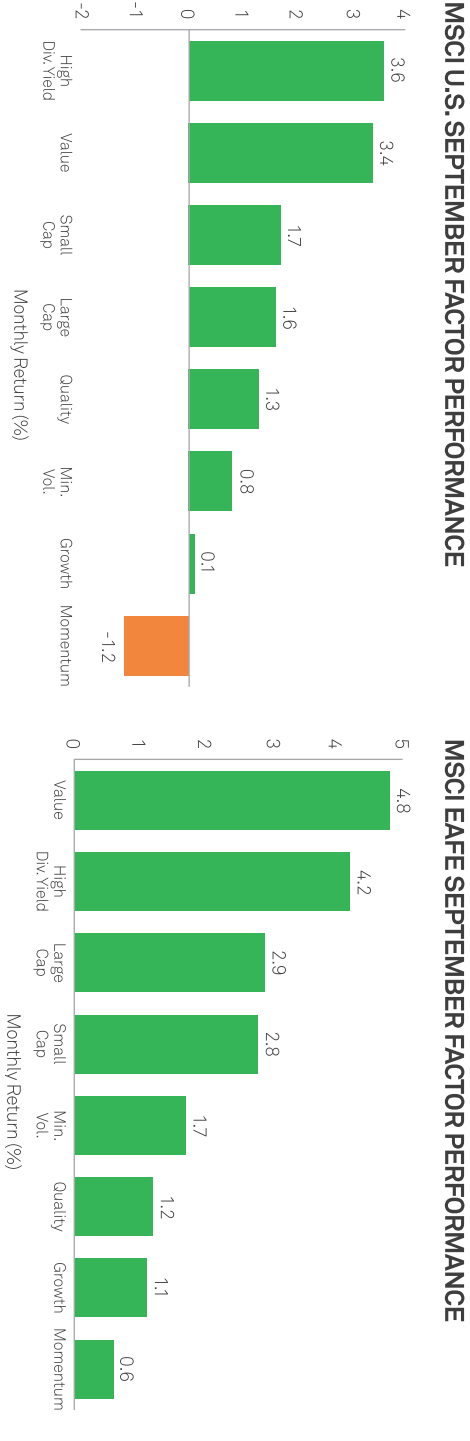
Data provided for illustrative purposes and are not indicative of the past or future performance of any BNY Mellon product. An investor cannot invest directly in the index. Source: BNY Mellon Global Investment Strategy using data from Bloomberg.

Factor Performance

Data as of September 30, 2019 close.

U.S. FACTORS	MTD	YTD	1Y	3Y Annualized	2018
MSCI U.S.	1.7%	20.1%	3.5%	12.6%	-5.0%
Value	3.4%	16.3%	3.8%	9.1%	-8.0%
Growth	0.1%	24.0%	3.4%	16.1%	-2.3%
Large Cap	1.6%	19.8%	3.7%	13.0%	-4.2%
Small Cap	1.7%	16.8%	-5.3%	9.3%	-10.4%
Min. Vol.	0.8%	23.5%	14.0%	13.8%	0.9%
High Div. Yield	3.6%	15.5%	5.6%	—	-3.2%
Momentum	-1.2%	20.5%	1.6%	16.8%	-2.0%
Quality	1.3%	24.3%	7.1%	15.4%	-3.1%

EAFE FACTORS	MTD	YTD	1Y	3Y Annualized	2018
MSCI EAFE	2.9%	12.8%	-1.3%	6.5%	-13.8%
Value	4.8%	7.7%	-4.9%	5.1%	-14.8%
Growth	1.1%	17.9%	2.2%	7.8%	-12.8%
Large Cap	2.9%	12.8%	-0.6%	6.6%	-13.1%
Small Cap	2.8%	12.1%	-5.9%	5.9%	-17.9%
Min. Vol.	1.7%	11.8%	3.6%	6.2%	-5.7%
High Div. Yield	4.2%	13.6%	1.8%	6.1%	-11.7%
Momentum	0.6%	15.0%	-2.3%	—	-13.1%
Quality	1.2%	18.3%	4.9%	7.9%	-10.4%



The performance data quoted represent past performance, which is no guarantee of future results. Factor performance: the return attributable to a particular common factor.

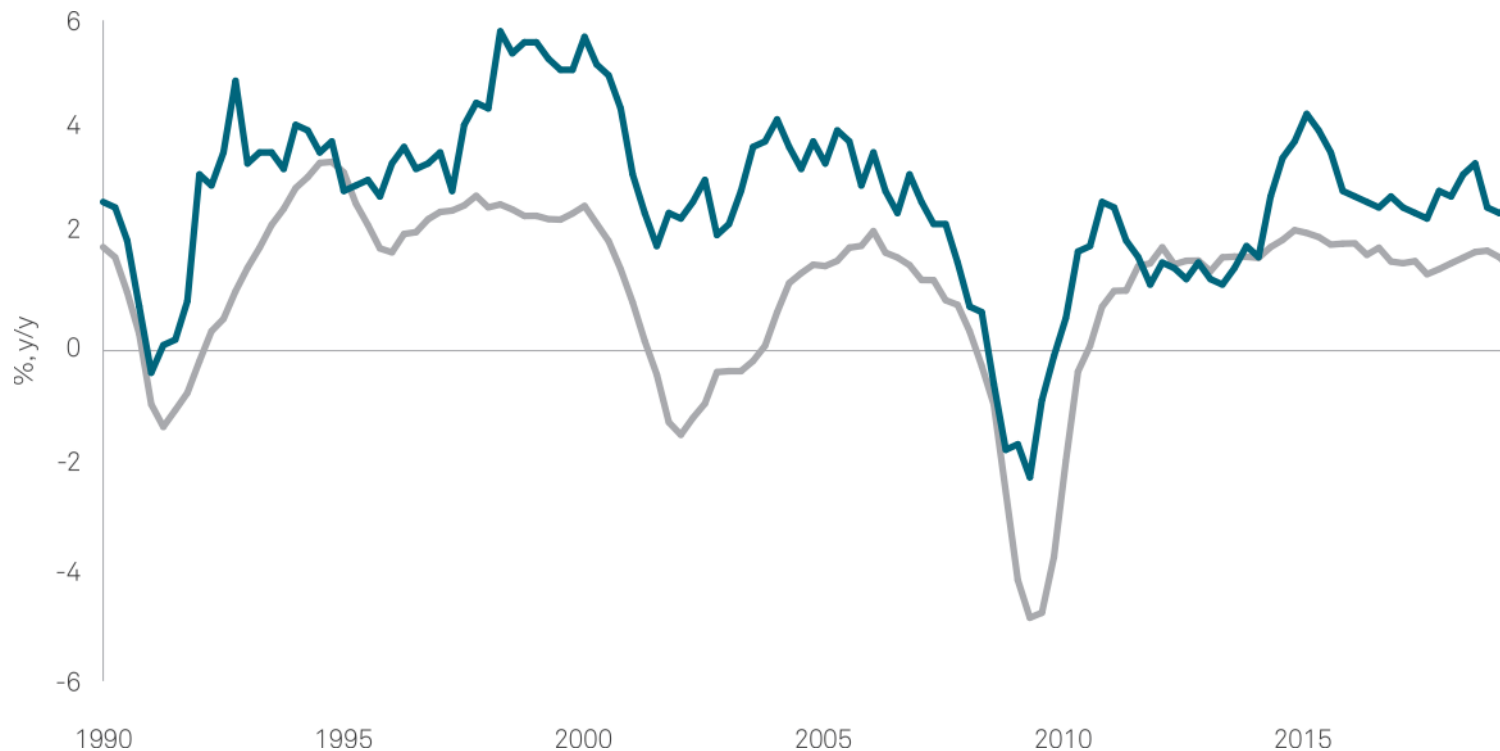
Data provided for illustrative purposes and are not indicative of the past or future performance of any BNY Mellon product. An investor cannot invest directly in the index. Source: BNY Mellon Global Investment Strategy using data from Bloomberg.

Appendix

GLOBAL ECONOMY > GROWTH

U.S. CONSUMPTION AND EMPLOYMENT

— U.S. Real Personal Consumption — U.S. Total Nonfarm Employees



Quarterly data as of June 30, 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg and Strategas.

TAKEAWAY:

Job growth remains the biggest driver of household spending.

Appendix

GLOBAL ECONOMY > GROWTH

U.S. BUSINESS CONFIDENCE AND INVESTMENT

— U.S. Business Investment (% y/y, left axis) — CEO Confidence Index (right axis)



Investment: Real private nonresidential fixed investment. A higher and rising confidence index implies greater confidence in the economy one year from now. Quarterly data as of June 30, 2019. Source: BNY Mellon Global Investment Strategy using data from Bloomberg and Strategas.

TAKEAWAY

The trade war is driving business sentiment lower and reducing investment.

Appendix

GLOBAL ECONOMY > INFLATION

U.S. CONSUMER INFLATION EXPECTATIONS



Monthly data as of August 2019.
Source: BNY Mellon Global Investment Strategy using data from the Federal Reserve Bank of New York Survey of Consumer Expectations.

TAKEAWAY:

An increase in trade tensions has coincided with lower inflation expectations.

Appendix

GLOBAL ECONOMY > INFLATION

CHINA PRODUCER PRICES — % CHANGE Y/Y



Monthly data as of August 2019.
Source: BNY Mellon Global
Investment Strategy using data
from Bloomberg,

TAKEAWAY:

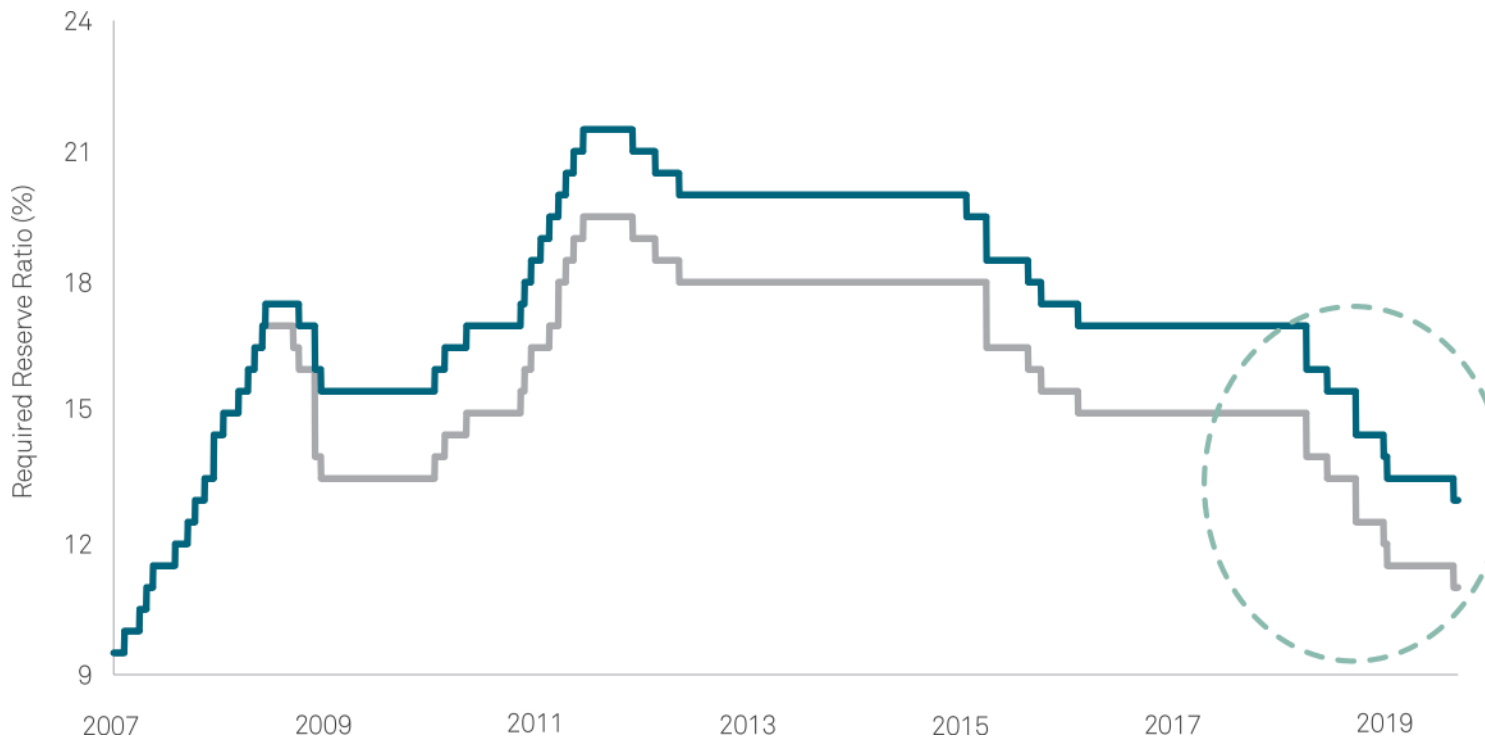
China is importing deflation to the rest of world.

Appendix

GLOBAL ECONOMY > CENTRAL BANK POLICY

CHINA MONETARY POLICY — REQUIRED RESERVE RATIO

Major Banks — Smaller Banks



Data as of September 30, 2019.
Source: BNY Mellon Global
Investment Strategy using data
from Bloomberg.

TAKEAWAY:

China's central bank continues to ease.

Appendix

FINANCIAL MARKETS > GLOBAL EQUITIES

SENTIX EUROZONE INVESTOR SENTIMENT AND STOXX EUROPE 600 INDEX

— Stoxx Europe 600 Index (left axis) — Europe Sentix Index (right axis)



Data as of September 30, 2019.
Source: Bloomberg.

TAKEAWAY:

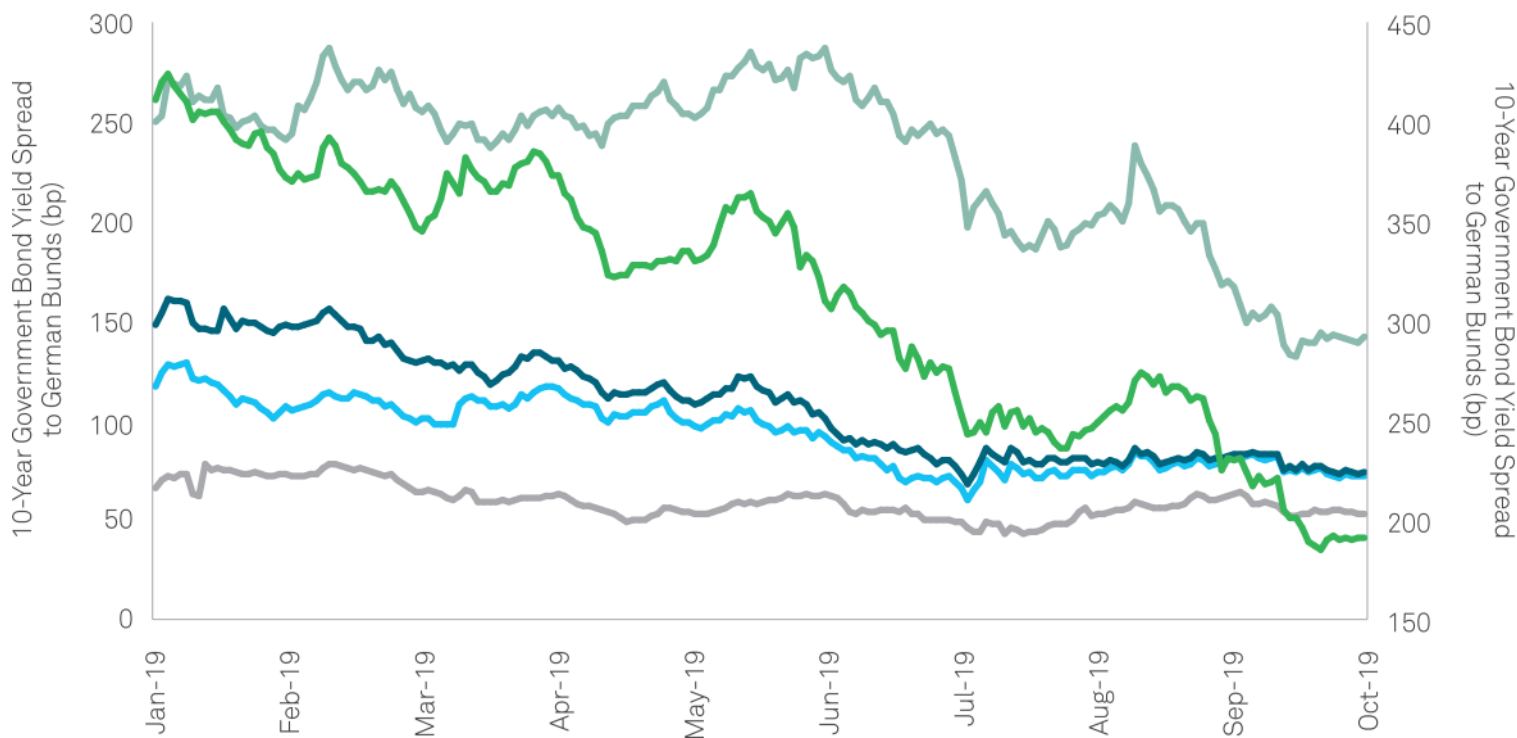
Eurozone investor sentiment worsens but equities are near all-time highs and do not price in a recession.

Appendix

FINANCIAL MARKETS > FIXED INCOME | FOREIGN EXCHANGE | COMMODITIES

PERIPHERAL COUNTRIES 10-YEAR GOVERNMENT BOND YIELDS SPREAD TO GERMAN BUNDS

— Portugal (left axis) — Ireland (left axis) — Italy (left axis) — Spain (left axis) — Greece (right axis)



Data as of October 1, 2019.
Source: Bloomberg.

TAKEAWAY:

Peripheral spreads are tight despite the manufacturing recession in Europe.

Asset detail

Cash and cash equivalents

	Description	Market value	Tax cost	Unrealized gain (or loss)	Estimated annual income	Current yield	Pct of holdings
8,057.78	CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding)	\$ 8,057.78	\$ 8,057.78		\$ 160.83	2.0%	0.5%
	Principal Cash	-1,228,015.29					
	Income Cash	1,228,015.29					
Total cash and cash equivalents		\$ 8,057.78	\$ 8,057.78	\$ 0.00	\$ 160.83		0.5%

Fixed income

Taxable

Individual securities Treasury

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
40,000	United States Treasury N/B DTD 11/30/2013 2% 11/30/2020 Cusip: 912828A42 Moody's: AAA S&P: AA+	\$ 100.2190	\$ 40,087.60	\$ 40,349.21	\$ -261.61	\$ 100.870	\$ 800.00	2.0%	2.3%
35,000	United States Treasury Note DTD 2/29/2016 1.125% 2/28/2021 Cusip: 912828P87 Moody's: AAA S&P: AA+	99.1210	34,692.35	34,155.27	537.08	97.590	393.75	1.1	2.0
15,000	United States Treasury Notes DTD 6/30/2016 1.125% 6/30/2021 Cusip: 912828S27 Moody's: AAA S&P: AA+	99.0080	14,851.20	14,932.23	-81.03	99.550	168.75	1.1	0.9
35,000	United States Treasury Note DTD 7/15/2018 2.625% 7/15/2021 Cusip: 912828Y20 Moody's: AAA S&P: AA+	101.6250	35,568.75	34,937.11	631.64	99.820	918.75	2.6	2.0
17,002.95	US Treasury Inflation Indexed Bond DTD 1/15/2012 0.125% 1/15/2022 Cusip: 912828SA9 Moody's: AAA S&P: AA+	99.0020	16,833.26	17,135.40	-302.14	100.780	21.25	0.1	1.0
60,000	United States Treasury Note DTD 1/15/2019 2.375% 1/15/2022 Cusip: 912828V8 Moody's: AAA S&P: AA+	101.9380	61,162.80	59,957.81	1,204.99	99.930	1,500.00	2.5	3.5

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	United States Treasury Note DTD 1/31/2017 1.875% 1/31/2022 Cusip: 912828V72 Moody's: AAA S&P: AA+	100.5550	20,111.00	19,881.25	229.75	99.410	375.00	1.9	1.2
65,000	United States Treas Note DTD 3/15/2019 2.375% 3/15/2022 Cusip: 9128286H8 Moody's: AAA S&P: AA+	101.9060	66,238.90	65,294.53	944.37	100.450	1,543.75	2.3	3.8
15,824.10	U S Treasury Inflation Index Notes DTD 4/15/2017 0.125% 4/15/2022 Cusip: 912828X39 Moody's: AAA S&P: N/A	98.9490	15,657.79	15,615.19	42.60	98.680	19.78	0.1	0.9
25,000	United States Treasury Note DTD 7/31/2015 2% 7/31/2022 Cusip: 912828XQ8 Moody's: AAA S&P: AA+	101.1520	25,288.00	25,045.90	242.10	100.180	500.00	2.0	1.5
35,000	United States Treasury Note DTD 9/30/2015 1.75% 9/30/2022 Cusip: 912828L57 Moody's: AAA S&P: AA+	100.4960	35,173.60	33,773.04	1,400.56	96.490	612.50	1.7	2.0
5,000	United States Treasury Note DTD 2/28/2018 2.625% 8/31/10281 Cusip: 9128284A5 Moody's: AAA S&P: AA+	103.4570	5,172.85	4,987.70	185.15	99.750	131.25	2.5	0.3
25,821.75	United States Inflation Index Notes DTD 4/15/2018 .625% 4/15/2023 Cusip: 9128284H0 Moody's: AAA S&P: N/A	100.7880	26,025.23	25,605.39	419.84	99.160	161.39	0.6	1.5
10,000	United States Treasury Note DTD 6/30/2016 1.25% 6/30/2023 Cusip: 912828S35 Moody's: AAA S&P: AA+	99.2700	9,927.00	9,939.84	-12.84	99.400	137.50	1.4	0.6
15,000	United States Treasury Note DTD 6/30/2018 2.75% 6/30/2023 Cusip: 9128284U1 Moody's: AAA S&P: N/A	103.8090	15,571.35	15,555.08	16.27	103.700	393.75	2.5	0.9
25,000	United States Treasury Note DTD 8/3/2016 1.375% 8/31/2023 Cusip: 9128282D1 Moody's: AAA S&P: AA+	99.2730	24,818.25	24,433.79	384.46	97.740	343.75	1.4	1.4

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
25,000	United States Treasury Note DTD 9/30/2016 1.375% 9/30/2023 Cusip: 912828T26 Moody's: AAA S&P: AA+	99.2660	24,816.50	24,545.90	270.60	98.180	343.75	1.4	1.4
35,000	United States Treasury Notes DTD 10/31/2016 1.5% 10/31/2023 Cusip: 912828T91 Moody's: AAA S&P: AA+	100.2150	35,075.25	34,762.11	313.14	99.320	568.75	1.6	2.0
50,000	United States Treasury Note DTD 11/30/2018 2.875% 5/31/2019 Cusip: 9128285P1 Moody's: AAA S&P: N/A	105.2380	52,619.00	50,673.83	1,945.17	101.350	1,437.50	2.7	3.0
16,493.10	US Treasury Inflation Indexed Bond DTD 1/31/2014 0.625% 1/15/2024 Cusip: 912828B25 Moody's: AAA S&P: AA+	101.5090	16,741.98	16,180.97	561.01	98.110	103.08	0.6	1.0
20,000	U S Treasury Bond DTD 1/31/2019 2.5% 1/31/2024 Cusip: 9128285Z9 Moody's: AAA S&P: AA+	103.8710	20,774.20	20,033.59	740.61	100.170	500.00	2.4	1.2
25,000	United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+	103.2700	25,817.50	25,928.51	-111.01	103.710	562.50	2.2	1.5
50,000	United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+	102.1060	51,053.00	48,866.99	2,186.01	97.730	1,000.00	2.0	2.9
15,000	U S Treasury Bond DTD 1/31/2019 2.625% 1/31/2026 Cusip: 9128286A3 Moody's: AAA S&P: AA+	106.0590	15,908.85	15,252.54	656.31	101.680	393.75	2.5	0.9
40,000	United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+	100.0470	40,018.80	39,307.43	711.37	98.270	650.00	1.6	2.3
26,552.25	U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+	101.0330	26,826.53	26,380.47	446.06	99.350	99.57	0.4	1.5

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
30,000	United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+	104.3320	31,299.60	29,648.04	1,651.56	98.830	675.00	2.2	1.8
15,000	United States Treasury Note DTD 5/15/2017 2.375% 5/15/2027 Cusip: 912828X88 Moody's: AAA S&P: AA+	105.3710	15,805.65	15,955.08	-149.43	106.370	356.25	2.3	0.9
10,000	United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+	112.2660	11,226.60	10,396.88	829.72	103.970	312.50	2.8	0.6
30,000	United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A	108.2310	32,469.30	29,888.67	2,580.63	99.630	787.50	2.4	1.9
25,000	United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+	106.1950	26,548.75	25,702.74	846.01	102.810	593.75	2.2	1.5
25,000	United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+	99.5390	24,884.75	25,172.86	-288.11	100.690	406.25	1.6	1.4

Individual securities Corporate

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
15,000	Toyota Motor Credit Corp DTD 3/12/2015 2.15% 3/12/2020 Cusip: 89236TCF0 Moody's: AA3 S&P: AA-	\$ 100.1050	\$ 15,015.75	\$ 15,127.50	\$ -111.75	\$ 100.850	\$ 322.50	2.2%	0.9%
10,000	Qualcomm Inc DTD 5/20/2015 2.25% 5/20/2020 Cusip: 747525AD5 Moody's: A2 S&P: A-	100.0420	10,004.20	9,992.00	12.20	99.920	225.00	2.3	0.6
20,000	B B & T Corp DTD 6/29/2015 2.625% 6/29/2020 Cusip: 05531FAU7 Moody's: A2 S&P: A-	100.3530	20,070.60	20,081.60	-11.00	100.410	525.00	2.6	1.2

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	Intel Corp DTD 7/29/2015 2.45% 7/29/2020 Cusip: 458140AQ3 Moody's: A1 S&P: A+	100.4140	20,082.80	20,591.40	-508.60	102.960	490.00	2.4	1.2
20,000	Automatic Data Processing DTD 9/15/2015 2.25% 9/15/2020 Cusip: 053015AD5 Moody's: AA3 S&P: AA	100.2760	20,055.20	20,085.90	-30.70	100.430	450.00	2.2	1.2
20,000	Intercontinentalexchange DTD 11/24/2015 2.75% 12/1/2020 Cusip: 45866FAC8 Moody's: A2 S&P: A	100.7600	20,152.00	19,977.60	174.40	99.890	550.00	2.7	1.2
5,000	Paccar Financial Corp DTD 2/27/2018 2.8% 3/1/2021 Cusip: 69371RN93 Moody's: A1 S&P: A+	101.2070	5,060.35	4,997.55	62.80	99.950	140.00	2.8	0.3
15,000	Nbc Universal Media LLC DTD 4/1/2011 4.375% 4/1/2021 Cusip: 63946BAE0 Moody's: A3 S&P: A-	103.5300	15,529.50	16,876.65	-1,347.15	112.510	656.25	4.2	0.9
20,000	American Express Credit DTD 5/5/2016 2.25% 5/5/2021 Cusip: 0258M0EB1 Moody's: A2 S&P: A-	100.3550	20,071.00	19,789.40	281.60	98.950	450.00	2.2	1.2
10,000	General Dynamics Corp DTD 5/11/18 3% 5/11/21 Cusip: 369550BE7 Moody's: A2 S&P: A+	101.7510	10,175.10	9,930.50	244.60	99.310	300.00	3.0	0.6
15,000	T J X Cos Inc DTD 6/5/2014 2.75% 6/15/2021 Cusip: 872539AA9 Moody's: A2 S&P: A+	101.3880	15,208.20	15,098.70	109.50	100.660	412.50	2.7	0.9
10,000	American Honda Finance DTD 9/9/2016 1.7% 9/9/021 Cusip: 02665WBG5 Moody's: A2 S&P: A	99.5570	9,955.70	9,986.40	-30.70	99.860	170.00	1.7	0.6
15,000	A.B.B. Finance USA Inc DTD 5/8/2012 2.875% 5/8/2022 Cusip: 00037BAB8 Moody's: A2 S&P: A	102.1910	15,328.65	15,406.35	-77.70	102.710	431.25	2.8	0.9
20,000	Oracle Corp DTD 5/5/2015 2.5% 5/15/2022 Cusip: 68389XBB0 Moody's: A1 S&P: A+	101.2190	20,243.80	19,929.60	314.20	99.650	500.00	2.5	1.2

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	Caterpillar Financial Services Corp DTD 9/6/2019 1.9% 9/6/2022 Cusip: 14913Q3A5 Moody's: A3 S&P: A	99.8350	19,967.00	19,975.95	-8.95	99.880	380.00	1.9	1.1
25,000	John Deere DTD 9/8/17 2.15% 9/8/2022 Cusip: 24422ETV1 Moody's: A2 S&P: A	100.8420	25,210.50	24,868.25	342.25	99.470	537.50	2.1	1.4
15,000	Chevron Corp DTD 12/5/2012 2.355% 12/5/2022 Cusip: 166764AB6 Moody's: AA2 S&P: AA	101.3600	15,204.00	14,896.35	307.65	99.310	353.25	2.3	0.9
20,000	Morgan Stanley DTD 2/25/2013 3.75% 2/25/2023 Cusip: 61746BDJ2 Moody's: A3 S&P: BBB+	104.5540	20,910.80	20,351.20	559.60	101.760	750.00	3.6	1.2
10,000	Unitedhealth Group Inc DTD 2/28/2013 2.875% 3/15/2023 Cusip: 91324PCC4 Moody's: A3 S&P: A+	102.4830	10,248.30	9,857.10	391.20	98.570	287.50	2.8	0.6
25,000	United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A	101.3470	25,336.75	24,286.25	1,050.50	97.150	625.00	2.5	1.5
25,000	JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+	103.4230	25,855.75	24,865.50	990.25	99.460	843.75	3.3	1.5
15,000	Boeing Co DTD 5/18/16 1.875% 6/15/23 Cusip: 097023BQ7 Moody's: A2 S&P: A	99.1380	14,870.70	14,682.75	187.95	97.890	281.25	1.9	0.9
15,000	State Street Corp DTD 11/19/2013 3.7% 11/20/2023 Cusip: 857477AM5 Moody's: A1 S&P: A	106.5390	15,980.85	15,567.75	413.10	103.790	555.00	3.5	0.9
20,000	Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA	106.9540	21,390.80	21,631.40	-240.60	108.160	725.00	3.4	1.2
20,000	Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+	106.0570	21,211.40	20,989.40	222.00	104.950	730.00	3.4	1.2

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
25,000	Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA-	106.7820	26,695.50	27,171.75	-476.25	108.690	875.00	3.3	1.5
20,000	Pfizer Inc DTD 05/15/2014 3.4% 05/15/2024 Cusip: 717081DM2 Moody's: A1 S&P: AA-	106.0960	21,219.20	20,649.60	569.60	103.250	680.00	3.2	1.2
25,000	Apple Inc DTD 9/11/2019 1.8% 9/11/2024 Cusip: 037833DM9 Moody's: AA1 S&P: AA+	99.4510	24,862.75	24,943.00	-80.25	99.770	450.00	1.8	1.4
25,000	P N C Bank Na DTD 2/23/2015 2.95% 2/23/2025 Cusip: 69353REK0 Moody's: A2 S&P: A	103.3820	25,845.50	26,064.35	-218.85	104.260	737.50	2.9	1.5
20,000	Cisco Systems Inc DTD 6/17/2015 3.5% 6/15/2025 Cusip: 17275RAW2 Moody's: A1 S&P: AA-	108.2900	21,658.00	20,546.00	1,112.00	102.730	700.00	3.2	1.2
20,000	Walmart Inc DTD 6/27/2018 3.55% 6/26/2025 Cusip: 931142ED1 Moody's: AA2 S&P: AA	107.9570	21,591.40	19,979.20	1,612.20	99.900	710.00	3.3	1.2
20,000	Bank Of America Corp DTD 7/30/2015 3.875% 8/1/2025 Cusip: 06051GFS3 Moody's: A2 S&P: A-	107.7800	21,556.00	20,826.80	729.20	104.130	775.00	3.6	1.2
15,000	Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A2 S&P: A-	105.6870	15,853.05	15,092.25	760.80	100.620	532.50	3.4	0.9
20,000	Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A	101.9470	20,389.40	19,606.10	783.30	98.030	500.00	2.5	1.2
20,000	U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A1 S&P: A-	103.8730	20,774.60	19,980.20	794.40	99.900	620.00	3.0	1.2
20,000	3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: AA-	100.0040	20,000.80	19,784.00	216.80	98.920	450.00	2.3	1.1

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
10,000	Prov ST Joseph Hlth Obl DTD 9/28/2016 2.746% 10/1/2026 Cusip: 743756AB4 Moody's: AA3 S&P: AA-	100.6190	10,061.90	10,000.00	61.90	100.000	274.60	2.7	0.6
10,000	Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A	97.8250	9,782.50	10,000.00	-217.50	100.000	291.10	3.0	0.6
10,000	Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A-	105.5520	10,555.20	10,014.55	540.65	100.150	325.00	3.1	0.6
20,000	Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: AA3 S&P: A	104.1290	20,825.80	20,042.00	783.80	100.210	600.00	2.9	1.2
20,000	Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A2 S&P: A	105.7750	21,155.00	21,323.60	-168.60	106.620	675.00	3.2	1.2
5,000	Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A-	109.8650	5,493.25	4,984.25	509.00	99.690	192.50	3.5	0.3
20,000	Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A	110.1580	22,031.60	20,526.00	1,505.60	102.630	760.00	3.5	1.3

Individual securities Other

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
5,000	Florida ST Hurricane Catastrophe DTD 4/23/2013 2.995% 7/1/2020 Ser A Cusip: 34074GDH4 Moody's: AA3 S&P: AA	\$ 100.6900	\$ 5,034.50	\$ 5,000.00	\$ 34.50	\$ 100.000	\$ 149.75	3.0%	0.3%
15,000	Massachusetts ST DTD 12/1/2010 4.2% 12/1/2021 Build America Bonds-Ser E Cusip: 57582PWK2 Moody's: AA1 S&P: AA	103.4000	15,510.00	16,675.35	-1,165.35	111.170	630.00	4.1	0.9
5,000	California ST DTD 4/27/2017 2.367% 4/1/2022 Txbl-High-Speed Passenger Train-Ser A Cusip: 13063DAD0 Moody's: AA3 S&P: AA-	101.2630	5,063.15	5,000.00	63.15	100.000	118.35	2.3	0.3
20,000	California ST Dept Of Wtr Reso DTD 9/28/2016 2% 5/1/2022 Txbl-Ref-Ser P Cusip: 13066YTZ2 Moody's: AA1 S&P: AA	100.6220	20,124.40	20,000.00	124.40	100.000	400.00	2.0	1.2
5,000	California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA3 S&P: AA-	106.1870	5,309.35	5,037.20	272.15	100.740	168.75	3.2	0.3
15,000	University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues Txbl-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA	109.2770	16,391.55	15,000.00	1,391.55	100.000	502.35	3.1	0.9
Total taxable individual securities			\$ 1,739,990.29	\$ 1,708,384.60	\$ 31,605.69		\$ 40,619.47		99.5%
Total taxable fixed income			\$ 1,739,990.29	\$ 1,708,384.60	\$ 31,605.69		\$ 40,619.47		99.5%
Total fixed income			\$ 1,739,990.29	\$ 1,708,384.60	\$ 31,605.69		\$ 40,619.47		99.5%
Total assets			\$ 1,748,048.07	\$ 1,716,442.38	\$ 31,605.69		\$ 40,780.30		100.0%

Asset detail

Cash and cash equivalents

	Description	Market value	Tax cost	Unrealized gain (or loss)	Estimated annual income	Current yield	Pct of holdings
10,110.99	CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding)	\$ 10,110.99	\$ 10,110.99		\$ 201.82	2.0%	0.3%
	Principal Cash	-2,381,092.95					
	Income Cash	2,381,092.95					
Total cash and cash equivalents		\$ 10,110.99	\$ 10,110.99	\$ 0.00	\$ 201.82		0.3%

Fixed income

Taxable

Individual securities Treasury

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
80,000	United States Treasury N/B DTD 11/30/2013 2% 11/30/2020 Cusip: 912828A42 Moody's: AAA S&P: AA+	\$ 100.2190	\$ 80,175.20	\$ 80,853.71	\$ -678.51	\$ 101.070	\$ 1,600.00	2.0%	2.6%
65,000	United States Treasury Note DTD 2/29/2016 1.125% 2/28/2021 Cusip: 912828P87 Moody's: AAA S&P: AA+	99.1210	64,428.65	63,371.68	1,056.97	97.490	731.25	1.1	2.1
20,000	United States Treasury Notes DTD 6/30/2016 1.125% 6/30/2021 Cusip: 912828S27 Moody's: AAA S&P: AA+	99.0080	19,801.60	19,928.52	-126.92	99.640	225.00	1.1	0.6
55,000	United States Treasury Note DTD 7/15/2018 2.625% 7/15/2021 Cusip: 912828Y20 Moody's: AAA S&P: AA+	101.6250	55,893.75	54,901.17	992.58	99.820	1,443.75	2.6	1.8
5,000	U S Treasury Note DTD 10/15/2018 2.875% 10/15/2021 Cusip: 912828F3 Moody's: AAA S&P: AA+	102.4410	5,122.05	5,037.11	84.94	100.740	143.75	2.8	0.2
34,005.90	US Treasury Inflation Indexed Bond DTD 1/15/2012 0.125% 1/15/2022 Cusip: 912828SA9 Moody's: AAA S&P: AA+	99.0020	33,666.52	34,270.80	-604.28	100.780	42.51	0.1	1.1

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
105,000	United States Treasury Note DTD 1/15/2019 2.375% 1/15/2022 Cusip: 9128285V8 Moody's: AAA S&P: AA+	101.9380	107,034.90	105,090.62	1,944.28	100.090	2,625.00	2.5	3.5
55,000	United States Treasury Note DTD 1/31/2017 1.875% 1/31/2022 Cusip: 912828V72 Moody's: AAA S&P: AA+	100.5550	55,305.25	54,673.44	631.81	99.410	1,031.25	1.9	1.8
55,000	United States Treas Note DTD 3/15/2019 2.375% 3/15/2022 Cusip: 9128286H8 Moody's: AAA S&P: AA+	101.9060	56,048.30	55,249.22	799.08	100.450	1,306.25	2.3	1.8
31,648.20	U S Treasury Inflation Index Notes DTD 4/15/2017 0.125% 4/15/2022 Cusip: 912828X39 Moody's: AAA S&P: N/A	98.9490	31,315.58	31,230.39	85.19	98.680	39.56	0.1	1.0
55,000	United States Treasury Note DTD 7/31/2015 2% 7/31/2022 Cusip: 912828XQ8 Moody's: AAA S&P: AA+	101.1520	55,633.60	55,788.09	-154.49	101.430	1,100.00	2.0	1.8
70,000	United States Treasury Note DTD 9/30/2015 1.75% 9/30/2022 Cusip: 912828L57 Moody's: AAA S&P: AA+	100.4960	70,347.20	67,546.10	2,801.10	96.490	1,225.00	1.7	2.3
20,000	United States Treasury Note DTD 2/28/2018 2.625% 8/31/10281 Cusip: 9128284A5 Moody's: AAA S&P: AA+	103.4570	20,691.40	20,244.14	447.26	101.220	525.00	2.5	0.7
46,479.15	United States Inflation Index Notes DTD 4/15/2018 .625% 4/15/2023 Cusip: 9128284H0 Moody's: AAA S&P: N/A	100.7880	46,845.41	46,061.77	783.64	99.100	290.49	0.6	1.5
25,000	United States Treasury Note DTD 6/30/2016 1.25% 6/30/2023 Cusip: 912828S35 Moody's: AAA S&P: AA+	99.2700	24,817.50	24,422.26	395.24	97.690	343.75	1.4	0.8
30,000	United States Treasury Note DTD 6/30/2018 2.75% 6/30/2023 Cusip: 9128284U1 Moody's: AAA S&P: N/A	103.8090	31,142.70	31,064.85	77.85	103.550	787.50	2.5	1.0

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
50,000	United States Treasury Note DTD 8/3/2016 1.375% 8/31/2023 Cusip: 912828D1 Moody's: AAA S&P: AA+	99.2730	49,636.50	48,523.05	1,113.45	97.050	687.50	1.4	1.6
45,000	United States Treasury Note DTD 9/30/2016 1.375% 9/30/2023 Cusip: 912828T26 Moody's: AAA S&P: AA+	99.2660	44,669.70	44,182.62	487.08	98.180	618.75	1.4	1.4
70,000	United States Treasury Notes DTD 10/31/2016 1.5% 10/31/2023 Cusip: 912828T91 Moody's: AAA S&P: AA+	100.2150	70,150.50	69,524.22	626.28	99.320	1,137.50	1.6	2.3
90,000	United States Treasury Note DTD 11/30/2018 2.875% 5/31/2019 Cusip: 912828P1 Moody's: AAA S&P: N/A	105.2380	94,714.20	91,212.89	3,501.31	101.350	2,587.50	2.7	3.1
27,488.50	US Treasury Inflation Indexed Bond DTD 1/31/2014 0.625% 1/15/2024 Cusip: 912828B25 Moody's: AAA S&P: AA+	101.5090	27,903.30	26,968.29	935.01	98.110	171.80	0.6	0.9
35,000	U S Treasury Bond DTD 1/31/2019 2.5% 1/31/2024 Cusip: 912828Z9 Moody's: AAA S&P: AA+	103.8710	36,354.85	35,058.79	1,296.06	100.170	875.00	2.4	1.2
60,000	United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+	103.2700	61,962.00	61,249.22	712.78	102.080	1,350.00	2.2	2.0
75,000	United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+	102.1060	76,579.50	73,308.39	3,271.11	97.740	1,500.00	2.0	2.5
25,000	U S Treasury Bond DTD 1/31/2019 2.625% 1/31/2026 Cusip: 912828A3 Moody's: AAA S&P: AA+	106.0590	26,514.75	25,300.19	1,214.56	101.200	656.25	2.5	0.9
75,000	United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+	100.0470	75,035.25	73,906.64	1,128.61	98.540	1,218.75	1.6	2.4

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
47,794.06	U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+	101.0330	48,287.77	47,504.46	783.31	99.390	179.23	0.4	1.6
50,000	United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+	104.3320	52,166.00	49,067.38	3,098.62	98.130	1,125.00	2.2	1.7
30,000	United States Treasury Note DTD 5/15/2017 2.375% 5/15/2027 Cusip: 912828X88 Moody's: AAA S&P: AA+	105.3710	31,611.30	31,910.16	-298.86	106.370	712.50	2.3	1.0
20,000	United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+	112.2660	22,453.20	20,793.75	1,659.45	103.970	625.00	2.8	0.7
55,000	United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A	108.2310	59,527.05	54,795.90	4,731.15	99.630	1,443.75	2.4	1.9
50,000	United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+	106.1950	53,097.50	51,455.47	1,642.03	102.910	1,187.50	2.2	1.7
45,000	United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+	99.5390	44,792.55	45,382.23	-589.68	100.850	731.25	1.6	1.4

Individual securities Corporate

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	Toyota Motor Credit Corp DTD 3/12/2015 2.15% 3/12/2020 Cusip: 89236TCF0 Moody's: AA3 S&P: AA-	\$ 100.1050	\$ 20,021.00	\$ 20,170.00	\$ -149.00	\$ 100.850	\$ 430.00	2.2%	0.7%
15,000	Qualcomm Inc DTD 5/20/2015 2.25% 5/20/2020 Cusip: 747525AD5 Moody's: A2 S&P: A-	100.0420	15,006.30	14,988.00	18.30	99.920	337.50	2.3	0.5

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
35,000	B B & T Corp DTD 6/29/2015 2.625% 6/29/2020 Cusip: 05531FAU7 Moody's: A2 S&P: A-	100.3530	35,123.55	35,142.80	-19.25	100.410	918.75	2.6	1.1
35,000	Intel Corp DTD 7/29/2015 2.45% 7/29/2020 Cusip: 458140AQ3 Moody's: A1 S&P: A+	100.4140	35,144.90	36,034.95	-890.05	102.960	857.50	2.4	1.1
40,000	Automatic Data Processing DTD 9/15/2015 2.25% 9/15/2020 Cusip: 053015AD5 Moody's: AA3 S&P: AA	100.2760	40,110.40	40,223.65	-113.25	100.560	900.00	2.2	1.3
35,000	Intercontinentalexchange DTD 11/24/2015 2.75% 12/1/2020 Cusip: 45866FAC8 Moody's: A2 S&P: A	100.7600	35,266.00	34,960.80	305.20	99.890	962.50	2.7	1.1
15,000	Paccar Financial Corp DTD 2/27/2018 2.8% 3/1/2021 Cusip: 69371RN93 Moody's: A1 S&P: A+	101.2070	15,181.05	14,992.65	188.40	99.950	420.00	2.8	0.5
25,000	Nbc Universal Media LLC DTD 4/1/2011 4.375% 4/1/2021 Cusip: 63946BAE0 Moody's: A3 S&P: A-	103.5300	25,882.50	28,127.75	-2,245.25	112.510	1,093.75	4.2	0.8
40,000	American Express Credit DTD 5/5/2016 2.25% 5/5/2021 Cusip: 0258M0EB1 Moody's: A2 S&P: A-	100.3550	40,142.00	39,578.80	563.20	98.950	900.00	2.2	1.3
20,000	General Dynamics Corp DTD 5/11/18 3% 5/11/21 Cusip: 369550BE7 Moody's: A2 S&P: A+	101.7510	20,350.20	19,861.00	489.20	99.310	600.00	3.0	0.7
25,000	T J X Cos Inc DTD 6/5/2014 2.75% 6/15/2021 Cusip: 872539AA9 Moody's: A2 S&P: A+	101.3880	25,347.00	25,164.50	182.50	100.660	687.50	2.7	0.8
20,000	American Honda Finance DTD 9/9/2016 1.7% 9/9/021 Cusip: 02665WBG5 Moody's: A2 S&P: A	99.5570	19,911.40	19,972.80	-61.40	99.860	340.00	1.7	0.6
5,000	Apple Inc DTD 2/9/2015 2.15% 2/9/2022 Cusip: 037833AY6 Moody's: AA1 S&P: AA+	100.7560	5,037.80	4,999.05	38.75	99.980	107.50	2.1	0.2

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
25,000	A.B.B. Finance USA Inc DTD 5/8/2012 2.875% 5/8/2022 Cusip: 00037BAB8 Moody's: A2 S&P: A	102.1910	25,547.75	25,677.25	-129.50	102.710	718.75	2.8	0.8
35,000	Oracle Corp DTD 5/5/2015 2.5% 5/15/2022 Cusip: 68389XBB0 Moody's: A1 S&P: A+	101.2190	35,426.65	34,876.80	549.85	99.650	875.00	2.5	1.1
35,000	Caterpillar Financial Services Corp DTD 9/6/2019 1.9% 9/6/2022 Cusip: 14913Q3A5 Moody's: A3 S&P: A	99.8350	34,942.25	34,957.60	-15.35	99.880	665.00	1.9	1.1
40,000	John Deere DTD 9/8/17 2.15% 9/8/2022 Cusip: 24422ETV1 Moody's: A2 S&P: A	100.8420	40,336.80	39,783.80	553.00	99.460	860.00	2.1	1.3
25,000	Chevron Corp DTD 12/5/2012 2.355% 12/5/2022 Cusip: 166764AB6 Moody's: AA2 S&P: AA	101.3600	25,340.00	24,827.25	512.75	99.310	588.75	2.3	0.8
35,000	Morgan Stanley DTD 2/25/2013 3.75% 2/25/2023 Cusip: 61746BDJ2 Moody's: A3 S&P: BBB+	104.5540	36,593.90	35,614.60	979.30	101.760	1,312.50	3.6	1.2
15,000	Unitedhealth Group Inc DTD 2/28/2013 2.875% 3/15/2023 Cusip: 91324PCC4 Moody's: A3 S&P: A+	102.4830	15,372.45	14,785.65	586.80	98.570	431.25	2.8	0.5
40,000	United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A	101.3470	40,538.80	38,858.00	1,680.80	97.150	1,000.00	2.5	1.3
40,000	JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+	103.4230	41,369.20	39,784.80	1,584.40	99.460	1,350.00	3.3	1.3
25,000	Boeing Co DTD 5/18/16 1.875% 6/15/23 Cusip: 097023BQ7 Moody's: A2 S&P: A	99.1380	24,784.50	24,471.25	313.25	97.890	468.75	1.9	0.8
25,000	State Street Corp DTD 11/19/2013 3.7% 11/20/2023 Cusip: 857477AM5 Moody's: A1 S&P: A	106.5390	26,634.75	25,946.25	688.50	103.790	925.00	3.5	0.9

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
35,000	Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA	106.9540	37,433.90	37,854.95	-421.05	108.160	1,268.75	3.4	1.2
30,000	Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+	106.0570	31,817.10	31,484.10	333.00	104.950	1,095.00	3.4	1.0
40,000	Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA-	106.7820	42,712.80	43,463.95	-751.15	108.660	1,400.00	3.3	1.4
35,000	Pfizer Inc DTD 05/15/2014 3.4% 05/15/2024 Cusip: 717081DM2 Moody's: A1 S&P: AA-	106.0960	37,133.60	36,108.35	1,025.25	103.170	1,190.00	3.2	1.2
40,000	Apple Inc DTD 9/11/2019 1.8% 9/11/2024 Cusip: 037833DM9 Moody's: AA1 S&P: AA+	99.4510	39,780.40	39,908.80	-128.40	99.770	720.00	1.8	1.3
40,000	P N C Bank Na DTD 2/23/2015 2.95% 2/23/2025 Cusip: 69353REK0 Moody's: A2 S&P: A	103.3820	41,352.80	41,723.75	-370.95	104.310	1,180.00	2.9	1.3
30,000	Cisco Systems Inc DTD 6/17/2015 3.5% 6/15/2025 Cusip: 17275RAW2 Moody's: A1 S&P: AA-	108.2900	32,487.00	30,819.00	1,668.00	102.730	1,050.00	3.2	1.1
35,000	Walmart Inc DTD 6/27/2018 3.55% 6/26/2025 Cusip: 931142ED1 Moody's: AA2 S&P: AA	107.9570	37,784.95	34,963.60	2,821.35	99.900	1,242.50	3.3	1.2
40,000	Bank Of America Corp DTD 7/30/2015 3.875% 8/1/2025 Cusip: 06051GFS3 Moody's: A2 S&P: A-	107.7800	43,112.00	41,653.60	1,458.40	104.130	1,550.00	3.6	1.4
25,000	Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A2 S&P: A-	105.6870	26,421.75	25,153.75	1,268.00	100.620	887.50	3.4	0.9
35,000	Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A	101.9470	35,681.45	34,271.55	1,409.90	97.920	875.00	2.5	1.2

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
35,000	U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A1 S&P: A-	103.8730	36,355.55	34,932.95	1,422.60	99.810	1,085.00	3.0	1.2
35,000	3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: AA-	100.0040	35,001.40	34,622.00	379.40	98.920	787.50	2.3	1.1
15,000	Prov ST Joseph Hlth Obl DTD 9/28/2016 2.746% 10/1/2026 Cusip: 743756AB4 Moody's: AA3 S&P: AA-	100.6190	15,092.85	15,000.00	92.85	100.000	411.90	2.7	0.5
20,000	Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A	97.8250	19,565.00	20,000.00	-435.00	100.000	582.20	3.0	0.6
10,000	Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A-	105.5520	10,555.20	10,014.55	540.65	100.150	325.00	3.1	0.3
35,000	Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: AA3 S&P: A	104.1290	36,445.15	35,073.50	1,371.65	100.210	1,050.00	2.9	1.2
40,000	Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A2 S&P: A	105.7750	42,310.00	42,647.20	-337.20	106.620	1,350.00	3.2	1.4
10,000	Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A-	109.8650	10,986.50	9,968.50	1,018.00	99.690	385.00	3.5	0.4
35,000	Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A	110.1580	38,555.30	35,920.50	2,634.80	102.630	1,330.00	3.5	1.2

Individual securities Other

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
15,000	Florida ST Hurricane Catastrophe DTD 4/23/2013 2.995% 7/1/2020 Ser A Cusip: 34074GDH4 Moody's: AA3 S&P: AA	\$ 100.6900	\$ 15,103.50	\$ 15,000.00	\$ 103.50	\$ 100.000	\$ 449.25	3.0%	0.5%
25,000	Massachusetts ST DTD 12/1/2010 4.2% 12/1/2021 Build America Bonds-Ser E Cusip: 57582PWK2 Moody's: AA1 S&P: AA	103.4000	25,850.00	27,792.25	-1,942.25	111.170	1,050.00	4.1	0.8
10,000	California ST DTD 4/27/2017 2.367% 4/1/2022 Txbl-High-Speed Passenger Train-Ser A Cusip: 13063DAD0 Moody's: AA3 S&P: AA-	101.2630	10,126.30	10,000.00	126.30	100.000	236.70	2.3	0.3
35,000	California ST Dept Of Wtr Reso DTD 9/28/2016 2% 5/1/2022 Txbl-Ref-Ser P Cusip: 13066YTZ2 Moody's: AA1 S&P: AA	100.6220	35,217.70	35,000.00	217.70	100.000	700.00	2.0	1.1
10,000	California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA3 S&P: AA-	106.1870	10,618.70	10,074.40	544.30	100.740	337.50	3.2	0.3
10,000	Univ Of California CA Revenues DTD 5/18/2017 3.063 7/1/2025 Txbl-Ref-Gen-Sr Ax Cusip: 91412GU94 Moody's: AA2 S&P: AA	105.0080	10,500.80	10,000.00	500.80	100.000	306.30	2.9	0.3
20,000	University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues Txbl-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA	109.2770	21,855.40	20,000.00	1,855.40	100.000	669.80	3.1	0.7
Total taxable individual securities			\$ 3,092,993.78	\$ 3,037,128.77	\$ 55,865.01		\$ 71,532.24		99.7%
Total taxable fixed income			\$ 3,092,993.78	\$ 3,037,128.77	\$ 55,865.01		\$ 71,532.24		99.7%
Total fixed income			\$ 3,092,993.78	\$ 3,037,128.77	\$ 55,865.01		\$ 71,532.24		99.7%
Total assets			\$ 3,103,104.77	\$ 3,047,239.76	\$ 55,865.01		\$ 71,734.06		100.0%

Asset detail

Cash and cash equivalents

	Description	Market value	Tax cost	Unrealized gain (or loss)	Estimated annual income	Current yield	Pct of holdings
12,015.46	CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding)	\$ 12,015.46	\$ 12,015.46		\$ 239.83	2.0%	0.6%
	Principal Cash	-1,116,612.76					
	Income Cash	1,116,612.76					
Total cash and cash equivalents		\$ 12,015.46	\$ 12,015.46	\$ 0.00	\$ 239.83		0.6%

Fixed income

Taxable

Individual securities Treasury

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	United States Treasury Note DTD 2/29/2016 1.125% 2/28/2021 Cusip: 912828P87 Moody's: AAA S&P: AA+	\$ 99.1210	\$ 19,824.20	\$ 19,380.47	\$ 443.73	\$ 96.900	\$ 225.00	1.1%	1.1%
15,000	United States Treasury Notes DTD 6/30/2016 1.125% 6/30/2021 Cusip: 912828S27 Moody's: AAA S&P: AA+	99.0080	14,851.20	14,932.23	-81.03	99.550	168.75	1.1	0.8
35,000	United States Treasury Note DTD 7/15/2018 2.625% 7/15/2021 Cusip: 912828Y20 Moody's: AAA S&P: AA+	101.6250	35,568.75	34,937.11	631.64	99.820	918.75	2.6	1.9
5,000	U S Treasury Note DTD 10/15/2018 2.875% 10/15/2021 Cusip: 912828F3 Moody's: AAA S&P: AA+	102.4410	5,122.05	5,037.11	84.94	100.740	143.75	2.8	0.3
22,670.60	US Treasury Inflation Indexed Bond DTD 1/15/2012 0.125% 1/15/2022 Cusip: 912828SA9 Moody's: AAA S&P: AA+	99.0020	22,444.35	22,847.20	-402.85	100.780	28.34	0.1	1.2
70,000	United States Treasury Note DTD 1/15/2019 2.375% 1/15/2022 Cusip: 912828V8 Moody's: AAA S&P: AA+	101.9380	71,356.60	69,950.78	1,405.82	99.930	1,750.00	2.5	3.8

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
40,000	United States Treasury Note DTD 1/31/2017 1.875% 1/31/2022 Cusip: 912828V72 Moody's: AAA S&P: AA+	100.5550	40,222.00	39,762.50	459.50	99.410	750.00	1.9	2.2
100,000	United States Treas Note DTD 3/15/2019 2.375% 3/15/2022 Cusip: 9128286H8 Moody's: AAA S&P: AA+	101.9060	101,906.00	100,453.13	1,452.87	100.450	2,375.00	2.3	5.5
15,824.10	U S Treasury Inflation Index Notes DTD 4/15/2017 0.125% 4/15/2022 Cusip: 912828X39 Moody's: AAA S&P: N/A	98.9490	15,657.79	15,615.19	42.60	98.680	19.78	0.1	0.8
35,000	United States Treasury Note DTD 7/31/2015 2% 7/31/2022 Cusip: 912828XQ8 Moody's: AAA S&P: AA+	101.1520	35,403.20	35,495.31	-92.11	101.420	700.00	2.0	1.9
40,000	United States Treasury Note DTD 9/30/2015 1.75% 9/30/2022 Cusip: 912828L57 Moody's: AAA S&P: AA+	100.4960	40,198.40	38,534.76	1,663.64	96.340	700.00	1.7	2.2
10,000	United States Treasury Note DTD 1/31/18 2.375% 1/31/2023 Cusip: 9128283U2 Moody's: AAA S&P: AA+	102.5390	10,253.90	9,930.08	323.82	99.300	237.50	2.3	0.6
15,000	United States Treasury Note DTD 2/28/2018 2.625% 8/31/10281 Cusip: 9128284A5 Moody's: AAA S&P: AA+	103.4570	15,518.55	15,256.45	262.10	101.710	393.75	2.5	0.8
25,821.75	United States Inflation Index Notes DTD 4/15/2018 .625% 4/15/2023 Cusip: 9128284H0 Moody's: AAA S&P: N/A	100.7880	26,025.23	25,605.39	419.84	99.160	161.39	0.6	1.4
10,000	United States Treasury Note DTD 6/30/2016 1.25% 6/30/2023 Cusip: 912828S35 Moody's: AAA S&P: AA+	99.2700	9,927.00	9,939.84	-12.84	99.400	137.50	1.4	0.5
20,000	United States Treasury Note DTD 6/30/2018 2.75% 6/30/2023 Cusip: 9128284U1 Moody's: AAA S&P: N/A	103.8090	20,761.80	20,724.99	36.81	103.620	525.00	2.5	1.1

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
25,000	United States Treasury Note DTD 8/3/2016 1.375% 8/31/2023 Cusip: 912828D1 Moody's: AAA S&P: AA+	99.2730	24,818.25	24,433.79	384.46	97.740	343.75	1.4	1.3
20,000	United States Treasury Note DTD 9/30/2016 1.375% 9/30/2023 Cusip: 912828T26 Moody's: AAA S&P: AA+	99.2660	19,853.20	19,636.72	216.48	98.180	275.00	1.4	1.1
35,000	United States Treasury Notes DTD 10/31/2016 1.5% 10/31/2023 Cusip: 912828T91 Moody's: AAA S&P: AA+	100.2150	35,075.25	34,762.11	313.14	99.320	568.75	1.6	1.9
55,000	United States Treasury Note DTD 11/30/2018 2.875% 5/31/2019 Cusip: 912828P1 Moody's: AAA S&P: N/A	105.2380	57,880.90	55,741.21	2,139.69	101.350	1,581.25	2.7	3.1
16,493.10	US Treasury Inflation Indexed Bond DTD 1/31/2014 0.625% 1/15/2024 Cusip: 912828B25 Moody's: AAA S&P: AA+	101.5090	16,741.98	16,180.97	561.01	98.110	103.08	0.6	0.9
20,000	U S Treasury Bond DTD 1/31/2019 2.5% 1/31/2024 Cusip: 912828Z9 Moody's: AAA S&P: AA+	103.8710	20,774.20	20,033.59	740.61	100.170	500.00	2.4	1.1
35,000	United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+	103.2700	36,144.50	35,125.39	1,019.11	100.360	787.50	2.2	1.9
45,000	United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+	102.1060	45,947.70	43,923.82	2,023.88	97.610	900.00	2.0	2.5
15,000	U S Treasury Bond DTD 1/31/2019 2.625% 1/31/2026 Cusip: 912828A3 Moody's: AAA S&P: AA+	106.0590	15,908.85	15,252.55	656.30	101.680	393.75	2.5	0.9
40,000	United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+	100.0470	40,018.80	39,923.04	95.76	99.810	650.00	1.6	2.1

Fixed income

Taxable

Individual securities Treasury
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
26,552.25	U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+	101.0330	26,826.53	26,380.47	446.06	99.350	99.57	0.4	1.4
30,000	United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+	104.3320	31,299.60	29,648.05	1,651.55	98.830	675.00	2.2	1.7
20,000	United States Treasury Note DTD 5/15/2017 2.375% 5/15/2027 Cusip: 912828X88 Moody's: AAA S&P: AA+	105.3710	21,074.20	21,273.44	-199.24	106.370	475.00	2.3	1.1
10,000	United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+	112.2660	11,226.60	10,396.88	829.72	103.970	312.50	2.8	0.6
30,000	United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A	108.2310	32,469.30	29,888.67	2,580.63	99.630	787.50	2.4	1.7
35,000	United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+	106.1950	37,168.25	35,991.01	1,177.24	102.830	831.25	2.2	2.0
30,000	United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+	99.5390	29,861.70	30,232.04	-370.34	100.770	487.50	1.6	1.6

Individual securities Corporate

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
15,000	Toyota Motor Credit Corp DTD 3/12/2015 2.15% 3/12/2020 Cusip: 89236TCF0 Moody's: AA3 S&P: AA-	\$ 100.1050	\$ 15,015.75	\$ 15,127.50	\$ -111.75	\$ 100.850	\$ 322.50	2.2%	0.8%
10,000	Qualcomm Inc DTD 5/20/2015 2.25% 5/20/2020 Cusip: 747525AD5 Moody's: A2 S&P: A-	100.0420	10,004.20	9,992.00	12.20	99.920	225.00	2.3	0.5

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	B B & T Corp DTD 6/29/2015 2.625% 6/29/2020 Cusip: 05531FAU7 Moody's: A2 S&P: A-	100.3530	20,070.60	20,081.60	-11.00	100.410	525.00	2.6	1.1
20,000	Intel Corp DTD 7/29/2015 2.45% 7/29/2020 Cusip: 458140AQ3 Moody's: A1 S&P: A+	100.4140	20,082.80	20,591.40	-508.60	102.960	490.00	2.4	1.1
25,000	Automatic Data Processing DTD 9/15/2015 2.25% 9/15/2020 Cusip: 053015AD5 Moody's: AA3 S&P: AA	100.2760	25,069.00	25,133.30	-64.30	100.530	562.50	2.2	1.3
25,000	Intercontinentalexchange DTD 11/24/2015 2.75% 12/1/2020 Cusip: 45866FAC8 Moody's: A2 S&P: A	100.7600	25,190.00	24,972.00	218.00	99.890	687.50	2.7	1.4
10,000	Paccar Financial Corp DTD 2/27/2018 2.8% 3/1/2021 Cusip: 69371RN93 Moody's: A1 S&P: A+	101.2070	10,120.70	9,995.10	125.60	99.950	280.00	2.8	0.5
15,000	Nbc Universal Media LLC DTD 4/1/2011 4.375% 4/1/2021 Cusip: 63946BAE0 Moody's: A3 S&P: A-	103.5300	15,529.50	16,876.65	-1,347.15	112.510	656.25	4.2	0.8
20,000	American Express Credit DTD 5/5/2016 2.25% 5/5/2021 Cusip: 0258M0EB1 Moody's: A2 S&P: A-	100.3550	20,071.00	19,789.40	281.60	98.950	450.00	2.2	1.1
10,000	General Dynamics Corp DTD 5/11/18 3% 5/11/21 Cusip: 369550BE7 Moody's: A2 S&P: A+	101.7510	10,175.10	9,930.50	244.60	99.310	300.00	3.0	0.6
15,000	T J X Cos Inc DTD 6/5/2014 2.75% 6/15/2021 Cusip: 872539AA9 Moody's: A2 S&P: A+	101.3880	15,208.20	15,098.70	109.50	100.660	412.50	2.7	0.8
10,000	American Honda Finance DTD 9/9/2016 1.7% 9/9/021 Cusip: 02665WBG5 Moody's: A2 S&P: A	99.5570	9,955.70	9,986.40	-30.70	99.860	170.00	1.7	0.5
15,000	A.B.B. Finance USA Inc DTD 5/8/2012 2.875% 5/8/2022 Cusip: 00037BAB8 Moody's: A2 S&P: A	102.1910	15,328.65	15,406.35	-77.70	102.710	431.25	2.8	0.8

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
15,000	Oracle Corp DTD 5/5/2015 2.5% 5/15/2022 Cusip: 68389XBB0 Moody's: A1 S&P: A+	101.2190	15,182.85	14,947.20	235.65	99.650	375.00	2.5	0.8
20,000	Caterpillar Financial Services Corp DTD 9/6/2019 1.9% 9/6/2022 Cusip: 14913Q3A5 Moody's: A3 S&P: A	99.8350	19,967.00	19,975.95	-8.95	99.880	380.00	1.9	1.1
25,000	John Deere DTD 9/8/17 2.15% 9/8/2022 Cusip: 24422ETV1 Moody's: A2 S&P: A	100.8420	25,210.50	24,868.25	342.25	99.470	537.50	2.1	1.4
15,000	Chevron Corp DTD 12/5/2012 2.355% 12/5/2022 Cusip: 166764AB6 Moody's: AA2 S&P: AA	101.3600	15,204.00	14,896.35	307.65	99.310	353.25	2.3	0.8
20,000	Morgan Stanley DTD 2/25/2013 3.75% 2/25/2023 Cusip: 61746BDJ2 Moody's: A3 S&P: BBB+	104.5540	20,910.80	20,351.20	559.60	101.760	750.00	3.6	1.1
10,000	Unitedhealth Group Inc DTD 2/28/2013 2.875% 3/15/2023 Cusip: 91324PCC4 Moody's: A3 S&P: A+	102.4830	10,248.30	9,857.10	391.20	98.570	287.50	2.8	0.6
25,000	United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A	101.3470	25,336.75	24,286.25	1,050.50	97.150	625.00	2.5	1.4
25,000	JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+	103.4230	25,855.75	24,865.50	990.25	99.460	843.75	3.3	1.4
15,000	Boeing Co DTD 5/18/16 1.875% 6/15/23 Cusip: 097023BQ7 Moody's: A2 S&P: A	99.1380	14,870.70	14,682.75	187.95	97.890	281.25	1.9	0.8
15,000	State Street Corp DTD 11/19/2013 3.7% 11/20/2023 Cusip: 857477AM5 Moody's: A1 S&P: A	106.5390	15,980.85	15,567.75	413.10	103.790	555.00	3.5	0.9
20,000	Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA	106.9540	21,390.80	21,631.40	-240.60	108.160	725.00	3.4	1.2

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+	106.0570	21,211.40	20,989.40	222.00	104.950	730.00	3.4	1.1
25,000	Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA-	106.7820	26,695.50	27,171.75	-476.25	108.690	875.00	3.3	1.4
20,000	Pfizer Inc DTD 05/15/2014 3.4% 05/15/2024 Cusip: 717081DM2 Moody's: A1 S&P: AA-	106.0960	21,219.20	20,649.60	569.60	103.250	680.00	3.2	1.1
25,000	Apple Inc DTD 9/11/2019 1.8% 9/11/2024 Cusip: 037833DM9 Moody's: AA1 S&P: AA+	99.4510	24,862.75	24,943.00	-80.25	99.770	450.00	1.8	1.3
25,000	P N C Bank Na DTD 2/23/2015 2.95% 2/23/2025 Cusip: 69353REK0 Moody's: A2 S&P: A	103.3820	25,845.50	26,064.35	-218.85	104.260	737.50	2.9	1.4
20,000	Cisco Systems Inc DTD 6/17/2015 3.5% 6/15/2025 Cusip: 17275RAW2 Moody's: A1 S&P: AA-	108.2900	21,658.00	20,546.00	1,112.00	102.730	700.00	3.2	1.2
20,000	Walmart Inc DTD 6/27/2018 3.55% 6/26/2025 Cusip: 931142ED1 Moody's: AA2 S&P: AA	107.9570	21,591.40	19,979.20	1,612.20	99.900	710.00	3.3	1.2
20,000	Bank Of America Corp DTD 7/30/2015 3.875% 8/1/2025 Cusip: 06051GFS3 Moody's: A2 S&P: A-	107.7800	21,556.00	20,826.80	729.20	104.130	775.00	3.6	1.2
15,000	Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A2 S&P: A-	105.6870	15,853.05	15,092.25	760.80	100.620	532.50	3.4	0.9
20,000	Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A	101.9470	20,389.40	19,606.10	783.30	98.030	500.00	2.5	1.1
20,000	U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A1 S&P: A-	103.8730	20,774.60	19,980.20	794.40	99.900	620.00	3.0	1.1

September 1 - September 30, 2019

Individual securities Corporate
continued

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
20,000	3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: AA-	100.0040	20,000.80	19,784.00	216.80	98.920	450.00	2.3	1.1
10,000	Prov ST Joseph Hlth Obl DTD 9/28/2016 2.746% 10/1/2026 Cusip: 743756AB4 Moody's: AA3 S&P: AA-	100.6190	10,061.90	10,000.00	61.90	100.000	274.60	2.7	0.5
15,000	Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A	97.8250	14,673.75	15,000.00	-326.25	100.000	436.65	3.0	0.8
10,000	Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A-	105.5520	10,555.20	10,014.55	540.65	100.150	325.00	3.1	0.6
20,000	Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: AA3 S&P: A	104.1290	20,825.80	20,042.00	783.80	100.210	600.00	2.9	1.1
25,000	Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A2 S&P: A	105.7750	26,443.75	26,654.50	-210.75	106.620	843.75	3.2	1.4
5,000	Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A-	109.8650	5,493.25	4,984.25	509.00	99.690	192.50	3.5	0.3
20,000	Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A	110.1580	22,031.60	20,526.00	1,505.60	102.630	760.00	3.5	1.2

Individual securities Other

Shares/par value	Description	Market price	Market value	Tax cost	Unrealized gain (or loss)	Average tax cost	Estimated annual income	Current yield	Pct of holdings
5,000	Florida ST Hurricane Catastrophe DTD 4/23/2013 2.995% 7/1/2020 Ser A Cusip: 34074GDH4 Moody's: AA3 S&P: AA	\$ 100.6900	\$ 5,034.50	\$ 5,000.00	\$ 34.50	\$ 100.000	\$ 149.75	3.0%	0.3%
15,000	Massachusetts ST DTD 12/1/2010 4.2% 12/1/2021 Build America Bonds-Ser E Cusip: 57582PWK2 Moody's: AA1 S&P: AA	103.4000	15,510.00	16,675.35	-1,165.35	111.170	630.00	4.1	0.8
5,000	California ST DTD 4/27/2017 2.367% 4/1/2022 Txbl-High-Speed Passenger Train-Ser A Cusip: 13063DAD0 Moody's: AA3 S&P: AA-	101.2630	5,063.15	5,000.00	63.15	100.000	118.35	2.3	0.3
20,000	California ST Dept Of Wtr Reso DTD 9/28/2016 2% 5/1/2022 Txbl-Ref-Ser P Cusip: 13066YTZ2 Moody's: AA1 S&P: AA	100.6220	20,124.40	20,000.00	124.40	100.000	400.00	2.0	1.1
5,000	California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA3 S&P: AA-	106.1870	5,309.35	5,037.20	272.15	100.740	168.75	3.2	0.3
5,000	Univ Of California CA Revenues DTD 5/18/2017 3.063 7/1/2025 Txbl-Ref-Gen-Sr Ax Cusip: 91412GU94 Moody's: AA2 S&P: AA	105.0080	5,250.40	5,000.00	250.40	100.000	153.15	2.9	0.3
15,000	University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues Txbl-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA	109.2770	16,391.55	15,000.00	1,391.55	100.000	502.35	3.1	0.9
Total taxable individual securities			\$ 1,854,536.53	\$ 1,820,703.39	\$ 33,833.14		\$ 43,546.51		99.4%
Total taxable fixed income			\$ 1,854,536.53	\$ 1,820,703.39	\$ 33,833.14		\$ 43,546.51		99.4%
Total fixed income			\$ 1,854,536.53	\$ 1,820,703.39	\$ 33,833.14		\$ 43,546.51		99.4%
Total assets			\$ 1,866,551.99	\$ 1,832,718.85	\$ 33,833.14		\$ 43,786.34		100.0%

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 6.

ITEM: Approval of a resolution to update the Town's travel policy. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The last approved per diem and travel policy resolution No. 941 was approved July 14, 2003. The proposed resolution has been updated to comply with current state law, Section 112.061, F.S.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Fiscal impact will vary according to the Town's budgeted expenses for that year. All travel and per diem expenses have been budgeted.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Jenice Rosado, Human Resources Manager

ATTACHMENTS

1. per diem and travel

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF BAY HARBOR ISLANDS ESTABLISHING PER DIEM
AND TRAVEL EXPENSES.**

WHEREAS, Council Members and Staff of the Town Council of the Town of Bay Harbor Islands are 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, Town Council Members and Staff, from time to time, are required to travel on behalf of the Town and, at times, are required to incur expense(s) relating thereto; and

WHEREAS, regulation of per diem and travel allowances is necessary to the proper administration of the Town; and

WHEREAS, The Town wishes to amend it's per diem and travel expenses resolution No. 941, adopted July 2003 to comply with current state law, more specifically Section 112.061, F.S.

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

Section 1. Schedule of Per Diem and travel allowances to be paid by the Town to Council Members and Staff shall be as follows:

1. A maximum subsistence allowance of \$80.00 per day.
2. Mileage shall be paid pursuant to the rate established by the IRS for the calendar year in which travel occurs.
3. The maximum reimbursement for Rental cars, if necessary, shall be no more than the standard mid-size car rate.
4. The maximum reimbursement for Lodging shall be no more than the group rate set by the conference or other organizers. If no group rate exists, Lodging shall be no more than the standard room rate at a moderate priced hotel.
5. All incidental travel expenses such as bridge, road tolls, taxi fares, parking fees, etc. shall be reimbursed at full cost.

Section 2. Requests for travel shall be submitted in advance, whenever possible, for Council approval.

Section 3. All authorized expenses incurred pursuant to Section 1 above, shall be submitted to the Town in writing and each expense shall be separately enumerated. The Town's Finance Department shall provide forms that are deemed necessary to effectuate the purposes of these regulations. Said forms shall contain the following sworn statement: "The Expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and are true and correct as to every material matter." This section must be fully complied with as a condition precedent to reimbursement for travel expenses.

PASSED AND ADOPTED this ____ day of _____, 2019.

TOWN OF BAY HARBOR ISLANDS

BY: _____ MAYOR

ATTEST:

**_____
TOWN CLERK**

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 7.

ITEM: Approval of a resolution updating the employee recognition awards. Enclosed is the proposed resolution and the previously approved resolutions regarding the same.

DESCRIPTION:

The Town prior to 1982 rewarded employees with watches, money and other items of value, and in 1982 adopted Resolution No. 578 to establish equitable standard formula to reward longevity. The original resolution and the one that followed (No. 676 adopted in 1986) establish different policies for increasing salaries for the anniversaries of 5, 10 and 15 years and an award for each 5 year anniversary after that. In 1992, the Town adopted resolution No. 708 doing away with the salary increases and assigning an award 5% for 5, 10 and 15 year anniversary and 3% for 20 and each 5 year anniversary after that.

If the town's intent is to reward longevity it seems contradictory that the award is reduced as employees service time increases. Therefore the proposed resolution makes it an equal amount of award for each 5 year anniversary of 5%.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Each year there are two or three employees with anniversaries that receive the service award, the approximate cost to the town varies year to year. The actual costs is approximately \$4,500-8,500 per year.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Jenice Rosado, Human Resources Manager

ATTACHMENTS

1. Longevity - service recognition
2. longevity resolution

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 708
UPDATING THE EMPLOYEE SERVICE RECOGNITION
AWARDS.**

WHEREAS, the Town of Bay Harbor Islands has, in past years, rewarded employees upon their completion of various years of service to the Town in accordance with Resolutions, 708, 617 and 578 which established a standard or formula for expenditures involved in such circumstances, and

WHEREAS, the current policy as it exists is incompatible with its intent to reward longevity since it rewards employees 5% of their earnings for 5, 10 and 15 years of services; but for 20, 25 and every 5 year anniversary after that it only provides for 3% of their earnings.

NOW THEREFORE, be it resolved that:

The Town Manager is hereby authorized and directed to administer the following standards for recognition of loyal service to the Town of Bay Harbor Islands for any anniversaries starting fiscal year 2019-2020 as follows:

1. Upon completion of five, ten, fifteen, twenty and increments of each five years of service of "longevity" thereafter, an employee will receive an award amounting to five percent (5%) of his/her basic earnings for the year immediately preceding the anniversary of employment.
2. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 12th day of November, 2019.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

Town Attorney

RESOLUTION NO. 708

RESOLUTION AMENDING RESOLUTIONS
NO. 578 AND 617 ESTABLISHING
EMPLOYEE SERVICE RECOGNITION
AWARDS.

WHEREAS, the Town of Bay Harbor Islands has, in past years, rewarded employees upon their completion of various years of service to the Town in accordance with Resolutions No. 578 and 617 which established a standard, or formula, for expenditures involved in such circumstances, and

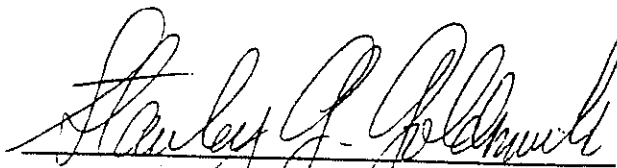
WHEREAS, the policy as it exists is incompatible with a pay grade salary plan to be implemented in the 1992-93 fiscal year,

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

That the Town Manager be and hereby is authorized and directed to administer the following standards for recognition of loyal service to the Town of Bay Harbor Islands for any anniversaries occurring after October 1, 1992:

1. Upon completion of five, ten and fifteen years of "longevity", an employee will receive an award amounting to five percent (5%) of his or her basic earnings for the year immediately preceding the anniversary of employment.
2. Upon completion of each increment of five years of service following fifteen years, an employee will receive an award amounting to three percent (3%) of his or her basic earnings for the year immediately preceding the anniversary of employment.

PASSED AND ADOPTED this 14th day of September, 1992.


MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 617

RESOLUTION AMENDING RESOLUTION NO.
578 ESTABLISHING EMPLOYEE SERVICE
RECOGNITION AWARDS.

WHEREAS, the Town of Bay Harbor Islands has, in past years, rewarded employees upon their completion of various years of service to the Town in accordance with Resolution No. 578 which established a standard, or formula, for expenditures involved in such circumstances, and

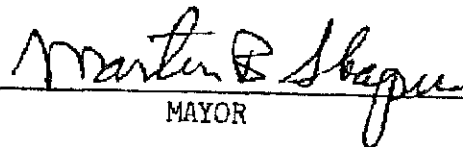
WHEREAS, it has been deemed appropriate to increase the established amounts of service recognition,

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

That the Town Manager be and hereby is authorized and directed to administer the following standards for recognition of loyal service to the Town of Bay Harbor Islands:

1. Upon completion of five, ten and fifteen years of "longevity", an employee will receive an increase of five percent (5%) in his salary.
2. Upon completion of each increment of five years' service following fifteen years, an employee will receive an award amounting to three percent (3%) of his basic earnings for the year immediately preceding the anniversary of employment.

PASSED AND ADOPTED this 6th day of October, 1986.


MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 578

RESOLUTION ESTABLISHING EMPLOYEE
SERVICE RECOGNITION AWARDS.

WHEREAS, the Town of Bay Harbor Islands has, in past years, rewarded employees upon their completion of various years of service to the Town with sums of money, plaques, watches and other items of value, and

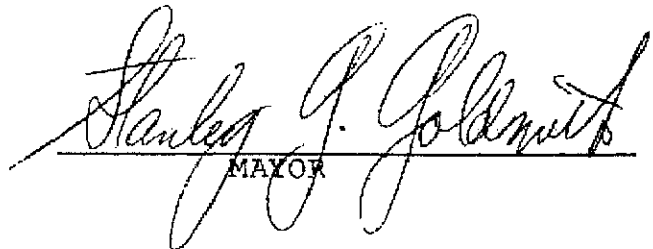
WHEREAS, it is desired to establish a standard, or formula, in order to determine the limit to be placed on expenditures involved in such circumstances,

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

That the Town Manager be and hereby is authorized and directed to administer the following standards for recognition of loyal service to the Town of Bay Harbor Islands:

1. Upon completion of five, ten and fifteen years of "longevity", an employee will receive an increase of two percent (2%) in his salary.
2. Upon completion of each increment of five years' service following fifteen years, an employee will receive an award amounting to three percent (3%) of his basic earnings for the year immediately preceding the anniversary of employment.

PASSED and ADOPTED this 10th day of October, 1983


MAYOR

ATTEST:


TOWN CLERK

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 8.

ITEM: Approval of an Inter Agency Agreement Between Miami-Dade County / Miami-Dade Police Department and the Bay Harbor Islands Police Department to access the information systems known as FCIC / NCIC for criminal justice information. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

Interagency Agreement Between Miami-Dade Police Department and the Bay Harbor Islands Police Department. The agreement allows access to (FCIC/NCIC) and other systems hosted by the Miami-Dade Police Department, for criminal justice information.

The proposed agreement shall be effective from the date of execution and shall continue for a period of five (5) years. Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. Miami-Dade Police CJNET Agreement

**INTERAGENCY AGREEMENT FOR
ACCESS TO FCIC/NCIC VIA
MIAMI-DADE COUNTY / MIAMI-DADE POLICE DEPARTMENT**

WHEREAS, the parties to this agreement are Miami-Dade County, through the Miami-Dade Police Department ("MDPD"), and the participating governing bodies and their respective agencies (collectively, the "Parties"), and

WHEREAS, the MDPD and the participating agency are law enforcement or criminal justice agencies, formally recognized by the Federal Bureau of Investigation ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

WHEREAS, the MDPD and the participating agency both have the benefit of access to the Florida Criminal Justice Network ("CJNet"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("III"), which are all hereafter collectively referred to as FCIC, via network connectivity to the FDLE; and

WHEREAS, the participating agency wishes to access FCIC/NCIC for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows:

1. The participating agency shall:

- A. Be entitled to use, through agents and employees of the MDPD, the computer system provided via the MDPD for the purpose of gaining access to information systems including but not limited to FCIC/NCIC, Law Enforcement Interface System (LEIS), Electronic Arrest Form (e A-FORM), and the Miami-Dade CJIS System.
- B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said computer systems.
- C. Abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MDPD, dated **June 10, 2016**, a copy of which is attached to this Interagency Agreement.
- D. Only use the information technology systems for the administration of criminal justice.

2. Cancellation

Either party may terminate this agreement upon thirty (30) days written notice, except that the MDPD may terminate this agreement immediately and without notice upon finding that the participating agency has violated the terms of this agreement.

3. Term

This Agreement shall be effective from the date of execution by the final signatory and shall continue for a period of five years. This Agreement may be formally renewed for one period consisting of five years.

4. Amendments

This Agreement may be amended as necessary to comply with requirements regarding access to these information systems, as set forth by the FBI, the FDLE and/or the MDPD. All amendments must be in writing and executed by all parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PARTICIPATING GOVERNING BODY: TOWN OF BAY HARBOR ISLANDS

Agency Name

J.C. Jimenez, Town Manager

Agency Head

Date

Witness

Date

PARTICIPATING AGENCY: Bay Harbor Islands Police Department

Agency Name

Sean Hemingway, Chief

Agency Head

Date

Witness

Date

Carlos A. Gimenez, Mayor

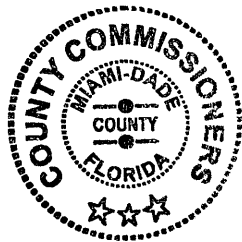
Date

Date

Date _____

Date

Deputy Clerk



CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Miami-Dade County through the Miami-Dade Police Department,
with headquarters at 9105 NW 25 Street, Miami, Florida 33172

with the primary ORI of: FL0130000, (hereinafter referred to as the User).

Whereas, FDLE is authorized by law to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by law to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Online (hereinafter LEO), the FBI's National Data Exchange (hereinafter NDEx) and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the interstate transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the continental United States, Alaska, Hawaii, U.S. Virgin Islands, Canada and Puerto Rico;

Whereas, the FDLE Director of Criminal Justice Information Services is recognized by the FBI as the CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the User requires access to intrastate and interstate CJI systems provided by FDLE through the CJNet in order to effectively discharge its public duties;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the information services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems. FDLE retains full control over the management and operation of CJNet and FCIC.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement is designed for criminal justice agencies within Florida that have either direct or indirect access to FCIC/CJNet. If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

SECTION I FCIC/NCIC/CJNET FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure access to the criminal justice information services provided on CJNet and adhere to the following:

1. Serve as the CSA for the State of Florida and provide the User with access to CJI as is available in the FCIC/NCIC and III systems and NLETS through CJNet, and to serve as the means of exchanging CJI between the User and other criminal justice agencies on CJNet.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All references herein to policies, operating procedures, operating instructions, operating manuals and technical memoranda with which adherence is required may be found on the CJNet CJIS Resource Center web page.
4. Provide state criminal history record check services for non-criminal justice purposes as provided by law.
5. Act as the central state repository; provide identification, record keeping, and exchange of Criminal History Record Information (CHRI) services.
6. Facilitate access, using CJNet, to other information applications or systems that the User may be authorized to access.

SECTION II FCIC/NCIC/CJNET USER REQUIREMENTS

By accepting access as set forth above, the User agrees to adhere to the following to ensure continuation of access:

1. **USE OF THE SYSTEM:** Use of the CJNet and any system accessed via the CJNet is restricted to the administration of criminal justice or as otherwise specifically authorized or required by statute. Information obtained from the FCIC/NCIC files, or computer interfaces to other state or federal systems, by means of access granted through CJNet, can only be used for authorized purposes in compliance with FCIC/NCIC and III rules, regulations and operating procedures, and state and federal law. It is the responsibility of the User to ensure access to CJNet is for authorized purposes only, and to regulate proper use of the

network and information at all times. The User shall establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy. Accessing information and systems provided via CJNet for other than authorized purposes is deemed misuse. The User shall notify the CSO of any sustained/confirmed cases of misuse by using the CJS Systems Misuse Reporting Form found on the CJNet CJIS Resource Center web page. In cases of sustained/confirmed misuse, the User shall identify disciplinary actions and the corrective actions taken to prevent future incidents. FDLE reserves the right to deny CJI access to individuals who have sustained cases of misuse.

- 1.1 If the User provides an interface between FDLE and other criminal justice agencies, the serviced agency(ies) shall abide by all of the provisions of this agreement. Serviced agencies that access CJNet, FCIC/NCIC and/or related applications by interfacing through the User shall, likewise, abide by all provisions of this agreement. Additionally, the User and the serviced agency shall enter into an interagency agreement when access to CJNet/FCIC/NCIC is provided by the User to a serviced agency.
- 1.2 **MESSAGES:** Only law enforcement and other criminal justice messages shall be sent over and through the CJNet and FCIC/NCIC. All messages shall be treated as privileged unless otherwise indicated. The User should be prudent in use of regional and statewide broadcast message requests. All messages shall use plain English language in the message.
- 1.3 **COMPLIANCE:** The User shall access FCIC/NCIC and other CJNet applications in strict compliance with applicable CJNet, FCIC, NCIC, III and Nlets policies including, but not limited to, policies, practices and procedures relating to:
 - 1.3.1 **TIMELINESS:** FCIC/NCIC records shall be entered, modified, located, cleared, and canceled promptly in order to ensure system accuracy and effectiveness. If the User performs FCIC/NCIC updates for other agencies, the User shall comply with timeliness requirements for the records entered for the serviced agencies as well.
 - 1.3.2 **HOT FILE ENTRIES:** In order to make entries into the FCIC/NCIC hot files, the User shall have personnel dedicated to maintain a 24-hour, seven-day a week FCIC/NCIC operation.
 - 1.3.2.1 If the User enters records into FCIC/NCIC for another agency, the User shall execute an interagency agreement with each serviced agency outlining each agency's responsibilities.

- 1.3.2.2 Adult Warrants, Missing Persons and all property records of the FCIC Hot File records, entered by state and local agencies, will be made available to the public on the Internet via the FCIC Public Access System (PAS), unless explicitly flagged by the User for exclusion.
- 1.3.3 **QUALITY ASSURANCE:** Appropriate and reasonable quality assurance procedures shall be in place, including second party verification during entry, to ensure all entries in FCIC/NCIC are complete, accurate, and valid.
- 1.3.4 **VALIDATION:** The User shall validate all records that the User has entered into the system for accuracy and retention. To be in compliance with FCIC/NCIC rules, regulations and operating procedures, the User shall ensure each record is modified to confirm the successful validation of each record on file in FCIC/NCIC. Failure to modify a record to indicate validation may result in its removal from the file. The User shall develop its own written validation procedures specifying the steps taken by the User to complete record validation.
- 1.3.5 **HIT CONFIRMATION:** The User shall comply with FCIC/NCIC rules, regulations and operating procedures by responding to the hit confirmations in a timely manner (within ten minutes or one-hour depending on priority).
- 1.3.6 **DISSEMINATION:** Information obtained from the FCIC/NCIC hot files, CJNet or computer interfaces to other state or federal systems, by means of access granted pursuant to Section 943.0525, F.S., shall only be used for the administration of criminal justice.
- 1.3.6.1 Upon receipt of a public record request for CJI, the User shall confer with FDLE regarding the appropriate response. It is the responsibility of the User to ensure that access to the CJNet is for authorized criminal justice purposes only, and to regulate proper access to and use of the network and information at all times.
- 1.3.6.2 The User will disseminate CHRI obtained or derived from federal records or systems only to criminal justice agencies and only for the administration of criminal justice. The administration of criminal justice includes criminal justice employment screening.
- 1.3.6.3 The User, if functioning in the capacity of a pretrial release program or providing CHRI for a pretrial release program, may disseminate Florida public record information only, in compliance with Section 907.043 (3),

F.S., which requires "[e]ach pretrial release program [to] prepare a register displaying information that is relevant to the defendants released through such a program." The authority to disseminate information for this purpose shall be restricted to county probation services offices and those criminal justice entities providing the probation offices with information obtained via the FCIC message switch for the administration of criminal justice.

1.3.7 **RETENTION:** CHRI which the User maintains, whether retrieved from III or Florida's criminal history record system, shall be kept in a secure records environment to prevent unauthorized access. Retention of CHRI is governed by the record retention schedule for law enforcement published by the Florida Department of State, GS2.

1.3.7.1 Retention of criminal history records, whether retrieved from III or the state system, for extended periods may be appropriate when the time sensitivity of the specific record is important.

1.3.7.2 When, in the sound judgment of the User, retention of criminal history records, whether retrieved from III or the state system, is no longer required, final disposition will be accomplished in a secure manner in compliance with state law, FCIC/NCIC and III rules, regulations and operating procedures to preclude unauthorized access.

1.3.7.3 Because CHRI may become outdated at any time, a current criminal history record check should be performed whenever CHRI is used or relied upon by the User. Entry or retention of criminal history records in a separate or local database would be inconsistent with this principle, and is therefore discouraged. The retention of criminal history records, whether retrieved from III or the state system, in a secondary (non-FDLE) database is not authorized by law.

1.3.8 **CRIMINAL HISTORY TRANSMISSION:** Any electronic device that uses wireless or radio technology to transmit voice data may be used for the transmission of CHRI only when an officer determines there is an immediate need for this information to further an investigation or there is a situation affecting the safety of an officer or the public.

1.3.8.1 A facsimile machine may be used to transmit criminal history information between criminal justice agencies, provided both agencies have an NCIC Originating Agency Identifier (ORI) and are authorized to receive

criminal history information. Appropriate measures shall be taken to prevent unauthorized viewing or receipt by unauthorized persons

1.3.9 TRANSACTION LOGGING: Each interface agency accessing FCIC/NCIC and IJI systems shall ensure that an automated transaction log is maintained. The FCIC/NCIC portion of this log shall be maintained for a minimum of twelve months, and the IJI portion shall be maintained for a minimum of four years.

1.3.9.1 Automated transaction logging is a feature included in the application software provided by FDLE, and local agencies are encouraged to retain these logs for future reference. Users purchasing or developing an interface to FCIC shall ensure transaction logging is an included feature.

1.3.9.2 The automated transaction log shall identify: the operator on all transactions, the agency authorizing all transactions, the requester and secondary recipient for all criminal history transactions. This information can be captured at log-on and can be a name, badge number, serial number, or other unique identifier.

1.3.9.3 The User may only disseminate CHRI to another authorized recipient and shall maintain a record of any dissemination of state or federal criminal history information. This record shall reflect at a minimum: (1) date of release; (2) to whom the information relates; (3) to whom the information was released; (4) the State Identification (SID) and/or the FBI number(s); (5) the purpose code and (6) the reason for which the information was requested.

1.3.10 INFORMATION ACCESS: The User shall allow only properly screened (as per Section III, paragraph 2 of this User Agreement), authorized personnel performing a criminal justice function who have received proper security awareness training to have access to information contained within the CJNet, FCIC/NCIC or other state or federal criminal justice information system accessed through the FCIC message switch, FBI CJIS Wide Area Network or Internet. The User will also provide assistance to other criminal justice agencies not equipped with direct FCIC access in compliance with FCIC/NCIC and IJI rules, regulations and operating procedures, but only to the extent that such assistance is not otherwise prohibited.

- 1.3.10.1 The User shall ensure that all personnel who initiate a transaction to the FCIC message switch are current in CJIS certification.
 - 1.3.10.2 Each individual user shall be properly authenticated prior to initiating a transaction to or requesting information from FCIC or other CJNet application.
 - 1.3.10.3 The User shall ensure that persons allowed to complete CJIS certification are at least 18 years of age and are U.S. citizens or have a valid immigration status/visa.
 - 1.3.10.4 FDLE reserves the right to deny FCIC, CJNet or related programs/ systems access to any individual based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/ systems.
- 1.3.11 WORKSTATION: FDLE is not responsible for the workstation acquisition, maintenance, operation, repair, supplies or workstation operation personnel costs. The User shall immediately notify the FDLE Customer Support Center, should an FCIC/NCIC workstation or device, associated with an FCIC/NCIC entry(ies), malfunction or become inoperable. All costs associated with returning the workstation to operation, other than CJNet costs, shall be the User's responsibility. FDLE will assist with executing trouble-shooting procedures.
- 1.4 Interface Operations: For systems implemented after December 31, 2008, the User shall ensure that all automated interfaces that programmatically (i.e., without human intervention) generate transactions to the FCIC message switch are restricted to no more than one transaction per second per interface.
2. AUDITS: The User shall permit an FDLE appointed inspection team to conduct inquiries with regard to any allegations or potential security violations, as well as for routine audits.
- 2.1 FDLE conducts regularly scheduled compliance and technical security audits of every agency accessing the CJNet to ensure network security, conformity with state law, and compliance with all applicable FDLE, CJNet, FCIC/NCIC and III rules, regulations and operating procedures. Compliance and technical security audits may be conducted at other than regularly scheduled times.
3. TRAINING: The User is responsible for complying with training requirements established in CSP and the rules, regulations, and policies established by FCIC/NCIC, III, FDLE and other CJNet applications. The User is responsible for

remaining current in the applications, procedures, and policies and ensuring personnel attend these training sessions.

- 3.1 All User personnel who access CJI for the administration of criminal justice shall complete security awareness training, including but not limited to criminal justice officials, e.g., Police Chiefs, Sheriffs, Judges, State Attorneys, etc.
- 3.2 Only operators who have successfully completed CJIS certification shall be allowed to have unsupervised access to the FCIC/NCIC system.
- 3.3 FCIC/NCIC operators who are in their initial six months of assignment may be permitted supervised access to FCIC/NCIC. Operators shall successfully complete CJIS certification within six months of appointment or assignment to duties requiring direct access to FCIC/NCIC.
- 3.4 The User shall require all personnel who are authorized to initiate a transaction to the FCIC message switch to successfully complete CJIS Certification. The User agrees to remove from FCIC/NCIC access any employee who fails to achieve required certification standards, whose certification has expired, whose certification is otherwise rescinded or as directed by FDLE.
- 3.5 The User shall require all information technology (IT) personnel, including any vendor or contracted staff who will in the course of their contracted criminal justice support duties initiate a transaction to the FCIC message switch, to successfully complete CJIS certification.
- 3.6 The User shall maintain training records for all personnel with access to CJI, i.e., CJIS certification and security awareness training.
- 3.7 The User shall require all IT personnel, including any vendor, responsible for maintaining/supporting any IT component used to process, store or transmit any unencrypted CJI, to successfully complete and maintain in current status the CJIS security awareness training provided by FDLE.
4. RELOCATION: Should the User desire to relocate the data circuit(s) and/or equipment connected to CJNet, the User shall provide FDLE written notice 90 days in advance of the projected move. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by the User unless FDLE has funding to make changes without charge. The repair and cost of any damages resulting from such relocation will be the User's responsibility.
 - 4.1 The User shall also provide 90 days advance notice when requesting additional access to FCIC.

5. **LIABILITY:** The User understands that the FDLE, its officers, and employees shall not be liable in any claim, demand, action, suit, or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information transmitted through CJNet or in the FCIC/NCIC and NLETS information systems.
6. **CRIMINAL HISTORY RECORDS:** FDLE is authorized to establish a statewide biometric identification system and an intrastate system for the communication of information relating to crimes, criminals and criminal activity.

To support the creation and maintenance of the criminal history files, the User, as appropriate, shall:

- 6.1 Provide for inclusion in criminal history records information systems, adult and juvenile criminal fingerprints on all felony arrests; adult criminal fingerprints on all misdemeanors and comparable ordinance violation arrests; and juvenile fingerprints on misdemeanor arrests specified at Section 943.051, F.S. The submission of other juvenile misdemeanor arrest fingerprints is optional.
 - 6.2 Provide security for CHRI and systems that process or store CHRI, and security training for personnel who receive, handle or have access to CHRI.
 - 6.3 Screen all personnel who will have direct access to CHRI and reject for employment personnel who have violated or appear unwilling or incapable of abiding by the requirements outlined in this agreement.
 - 6.4 Defer to FDLE on any determination as to what purposes qualify for criminal justice versus non-criminal justice designation, as well as with respect to other purposes that may be authorized by law.
 - 6.5 As authorized by Florida Statutes and/or federal regulations, the User may share state CHRI. Dissemination of information requires compliance with all applicable statutes, FCIC/NCIC and III rules, regulations and operating procedures, including logging. Agencies shall maintain the restriction on dissemination applicable to such record information, including but not limited to confidentiality or exemption from Section 119.07(1), F.S., as provided by law.
 - 6.6 Provide security and establish policies to prevent unauthorized access to or dissemination of sealed records, or unauthorized notification of expunged records.
7. As FALCON is a CJI system, the User shall adhere to all policies regarding access, use and dissemination of CHRI. The User shall comply with all training and other appropriate requirements associated with its criminal justice status. The

User shall review FALCON subscriptions to determine whether the User is still authorized to receive criminal history record information on an individual. The User shall indicate the continued authorizing relationship with that individual, i.e., the person is still employed, volunteering, etc., or is currently the subject of investigation or under supervision by the User. CHRI received as a result of a FALCON subscription may be disseminated for criminal justice purposes, and is subject to the same legal and policy restrictions associated with CHRI.

SECTION III SECURITY REQUIREMENTS

1. The User shall comply with the CSP and the rules, regulations, policies and procedures established for CJNet, FCIC/NCIC, III and NLETS, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records. By accepting access as set forth above, the User agrees to adhere to the following security policies in order to ensure continuation of that access:
2. PERSONNEL BACKGROUND SCREENING: At a minimum, the User shall conduct a state and national fingerprint-based records check on 1) all personnel who are authorized to access state and/or national CJI data or systems, 2) IT personnel who maintain/support information technology components used to process, transmit or store unencrypted CJI, and 3) other personnel, including but not limited to support personnel, contractors and custodial staff, with unescorted physical or logical access to physically secure locations, as defined in the CSP and/or IT components used to process, transmit or store unencrypted CJI. The User is strongly encouraged to screen the applicant by other available means, e.g., local court records, in addition to the fingerprint-based record check.
 - 2.1 The User shall submit applicant fingerprints of persons described in Section III, paragraph 2, for positive comparison against the state and national criminal history and for searching of the Hot Files.
 - 2.2 The results of the fingerprint-based record check shall be reviewed prior to granting access to CJI or components used to process/store CJI, including access for IT support. The User may conduct a preliminary on-line criminal justice employment check using Purpose code "J" for this purpose.
 - 2.2.1 If a record of any kind exists, the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO for review. Upon notification from the User, the CSO shall review the matter to determine if access is appropriate and officially notify the User in writing of the CSO's decision regarding access.
 - 2.2.2 Once the original background screening has been completed, if the User learns that an employee with access to CJI, including any personnel as identified in Section III, paragraph 2, has a criminal

history or pending charge(s), the User shall consult the FDLE Guidelines for CJIS Access and notify the CSO. The CSO shall review the facts and circumstances and notify the User in writing regarding access to CJI.

- 2.2.3 The User shall have a written policy for discipline of personnel who 1) access CJNet and/or CJI for purposes that are not authorized, 2) disclose information to unauthorized individuals, or 3) violate FCIC/NCIC or III rules, regulations or operating procedures.
- 2.3 As the CSA for the State of Florida, the FDLE reserves the right to deny individual user access to any system or related program that is used to process, transmit or store CJI based on valid, articulable concerns for the security and integrity of the information and/or related systems.
- 2.4 The User shall ensure the appropriate ORI is used for submission of applicant fingerprints. Fingerprints submitted for positions associated with the administration of criminal justice or as required by the CSP, shall include the User's criminal justice ORI. Fingerprints submitted for any other positions not related to the administration of criminal justice or required by the CSP shall include the appropriate and approved non-criminal justice ORI.
3. **PHYSICAL SECURITY:** The User shall identify facilities, areas, rooms, etc. where CJI is accessed, processed and/or stored to determine physical security requirements as identified in the CSP. The User may designate a facility, area, room, etc., either a physically secure location or a secured area, as defined in the CSP, provided the appropriate requirements are met. Access shall be limited to persons needing access for completion of required duties. The User shall have a written policy that ensures and implements security measures, secures devices that access FCIC/NCIC/CJNet and prevents unauthorized use or viewing of information on these devices. The use of password protected screen blanking software is recommended for devices that access FCIC/NCIC when the operator may leave the computer unsupervised. FDLE reserves the right to object to equipment location, security measures, qualifications and number of personnel who will be accessing FCIC/NCIC and to suspend or withhold service until such matters are corrected to FDLE's reasonable satisfaction.
4. **ADMINISTRATIVE SECURITY:** The User shall designate individual agency contacts, as described below, to assist the User and FDLE in ensuring compliance with this Agreement. Training for these positions is provided by FDLE, and the User shall ensure that its designee is keenly aware of the duties and responsibilities of each of the following positions. FDLE reserves the right to object to the User's appointment of a TAC, LASO, LAI or AAA based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/systems. The User shall provide FDLE with up-to-date contact information for these positions.

- 4.1 **TERMINAL AGENCY COORDINATOR:** The User shall designate a Terminal Agency Coordinator (TAC) to ensure compliance with FCIC/NCIC and III rules, regulations and operating procedures, and to facilitate communication between FDLE and the User. The TAC shall maintain a current CJIS Certification. TACs shall attend TAC training within six (6) months of being assigned to the position, and as often, as required by FDLE, thereafter.
- 4.2 **LOCAL AGENCY SECURITY OFFICER:** The User shall designate a Local Agency Security Officer (LASO) to ensure compliance with the CSP. Within six months of assignment to the position, the LASO is encouraged to complete any appropriate LASO training made available by FDLE, including CJIS security awareness training.
- 4.3 In addition to TAC and LASO, there are other points of contact and positions necessary to manage applications and facilitate communication between the User and FDLE. These positions are identified on the Agency CJIS Contact Form, which may be found on the CJNet CJIS Resource Center website under CJIS Forms and Publications.
5. **MANAGEMENT CONTROL AGREEMENTS:** In situations where data processing/information services, law enforcement dispatch functions or human resources functions are provided by a non-criminal justice governmental entity, the User shall enter into a management control agreement as required by the CSP. In situations where governmental structure or hierarchy does not support or permit an agreement between the parties involved, a directive which includes all of the provisions for a management control agreement identified in the CSP may be substituted.
6. **INTERAGENCY AGREEMENTS:** The User shall execute an Interagency Agreement with any other criminal justice agency to which criminal justice information services are outsourced, including but not limited to information technology related functions. The User shall consult with FDLE to determine if a given function requires an Interagency Agreement.
7. **TECHNICAL SECURITY**
 - 7.1 Remote access services to CJI, including, but not limited to access to FCIC/NCIC and CJNet via the User's Network, will be permitted provided the User establishes appropriate security measures to ensure compliance with all rules, regulations, procedures, and the CSP.
 - 7.2 All FCIC/NCIC/III data transmitted over any public network segment shall be encrypted as required by the CSP. This requirement also applies to any private data circuit that is shared with non-criminal justice users and/or is not under the direct security control of a criminal justice agency.

- 7.3 The User shall maintain, in current status, and provide upon request by FDLE a complete topological drawing, which depicts the User's network configuration as connected to CJNet. As required by the CSP, this documentation shall clearly indicate all network connections, service agencies and interfaces to other information systems.
- 7.4 The User shall ensure only authorized criminal justice agencies or agencies authorized by FDLE are permitted access to the CJNet via the User's CJNet connection.
- 7.5 The User shall ensure all devices with connectivity to CJNet employ virus protection, anti-spam and anti-spyware software and such software shall be maintained in accordance with the software vendor's published updates.
- 7.6 CJI, including but not limited to information obtained from the FCIC message switch and CJNet, may only be accessed via computers or interface devices owned by the User or by the contracted entity. Vendors under contract with the User to perform the administration of criminal justice may be allowed to use their own devices for access provided all requirements of the FBI CJIS Security Addendum are satisfied.
- 7.7 The User shall ensure that CJNet-only devices have a Windows or network type password to prevent unauthorized access.
- 7.8 Provided appropriate security precautions are in place, and upon approval from the FDLE Network Administration staff, the User may employ wireless network connectivity (for example the 802.11 wireless networking protocol).
8. **COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY:** The User shall have a written policy documenting the actions to be taken in response to a possible computer security incident. The policy shall include identifying, reporting, investigating and recovery from computer security incidents. The User shall immediately notify the CSO of any suspected compromise of the CJNet.
9. **SECURITY AUTHORITY:** All policies, procedures and operating instructions contained in the CSP and FCIC/NCIC, III and NLETS documents, operating manuals and technical memoranda, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
10. **CLIENT SOFTWARE LICENSE:** The FCIC Client Software (eAgent) license from Diverse Computing, Incorporated is located in the Help menu of the eAgent client software. The FCIC Client Software (eAgent) license is made a part of and incorporated by reference into this User Agreement and shall be binding on the User upon acceptance of the software. The User is allowed up to one hundred (100) eAgent Subswitch mnemonics. The User is not permitted to install eAgent, as provided by FDLE, on laptops for use in a mobile environment, including tablets, netbooks and other "handheld" devices. The User is not permitted to use the eAgent client software as an interface to the FCIC message switch for another application.

11. **PRIVATE VENDORS:** Private vendors which, under contract with the User, are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum.
- 11.1 The contract between the User and the vendor shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJI.
 - 11.2 The User shall ensure all vendor employees are appropriately screened prior to granting the vendor employees access to CJI. Vendor employee fingerprints submitted by the User to FDLE as required by the CSP shall be taken/rolled/printed by a recognized law enforcement agency or an FDLE approved third party vendor. NOTE: A vendor may not fingerprint its own employees.
 - 11.3 The User shall maintain the Security Addendum Certification form for each member of the vendor staff with access to information systems that processes CJI.
 - 11.4 The User shall ensure all vendor employees with access to CJI have received the appropriate security awareness training via the CJIS Online application and are in current status.
 - 11.5 The User shall ensure private vendors permitted such access are aware of the provisions of Section 817.5681, F.S. regarding breach of security of personal information.
 - 11.6 The User shall contact FDLE for review prior to entering into a contract or agreement with a private vendor in the course of which state or national CJI is processed, stored or transferred from the User's physically secure location to a vendor owned or operated facility(s) (e.g., cloud services.)
 - 11.7 The User shall maintain and keep current a list of all vendor employees who have been authorized access to CJI.
12. **USERNAMES and PASSWORDS/AUTHENTICATION:** The User shall ensure that all personnel, including IT support and vendors, who initiate a transaction to the FCIC message switch have a separate and distinct username and password/authentication for the software/interface used to initiate the transaction.
- 12.1 The User shall ensure that all User-operated interfaces, including but not limited to computer aided dispatch systems, record management systems, jail management systems and mobile data systems with the FCIC message switch or other systems that contain CJI, follow the password requirements as outlined in the CSP.
 - 12.2 Individual users shall refrain from sharing passwords and/or other authenticators, including but not limited to smart cards, tokens, public key

infrastructure (PKI) certificates, etc., used to access CJI or CJNet related systems.

- 12.3. Individual users shall refrain from using another individual's account or session for the purpose of accessing CJI or other CJNet applications.
- 12.4. Individual users shall refrain from caching credentials/passwords for access to systems/applications used to process or store CJI.
- 12.5. All personnel with access to any system or application that processes or stores CJI for maintenance or administration purposes shall be uniquely identified.
13. **INDIVIDUAL USER ACCESS:** The User shall deactivate individual user access to eAgent and/or other FCIC interfaces, other CJNet applications and other state/federal systems containing CJI, including but not limited to LEO and/or NDEx, upon separation, reassignment or termination of duties, provided individual user access is no longer required for the administration of criminal justice.
14. **OFF SITE STORAGE/PROCESSING OF CJI:** The User shall contact and receive approval from the CSO prior to entering into an agreement with a noncriminal justice governmental agency for off-site storage or processing of CJI (often referred to as cloud computing or cloud services.)

SECTION IV MISCELLANEOUS REQUIREMENTS

1. FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services adhere to US Code (28 U.S.C. section 534), State Statute (Chapter 943 F.S.), Code of Federal Regulations (28 C.F.R. Part 20), Florida Administrative Code (Chapter 11C-6, F.A.C.), FCIC/NCIC and all rules, regulations and operating procedures which this agreement incorporates both present and future.
2. **PENALTIES AND LIABILITIES:** Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. **PROVISIONS INCORPORATED:** The User shall be bound by applicable federal and state laws, federal regulations and the rules of FDLE to the same extent that the User would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.

4. **TERMINATION:** Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.

4.1 FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, regulation or rule.

5. **MODIFICATIONS:** Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. **ACCOUNTABILITY:** To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through CJNet, FCIC/NCIC, III and NLETS.
7. **ACKNOWLEDGEMENT:** The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the CJNet, including the FCIC/NCIC System. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. **TERM OF AGREEMENT:** This agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY MIAMI-DADE POLICE DEPARTMENT

USER CHIEF EXECUTIVE or OFFICIAL

Carlos A. Gimenez TITLE Mayor
(PLEASE PRINT)

(SIGNATURE) Russell Benford Jr

DATE _____

WITNESS _____ TITLE _____

USER LAW ENFORCEMENT EXECUTIVE

Juan J. Perez TITLE Director
(PLEASE PRINT)

(SIGNATURE) _____

DATE May 31, 2016

WITNESS [Signature] TITLE Administration

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer TITLE Director
(PLEASE PRINT)

(SIGNATURE) _____

DATE 6/19/16

WITNESS [Signature] TITLE Admin Assistant

Attested by:

[Signature]
Deputy Clerk



AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 9.

ITEM: Approval of an amendment to the Address Verification Plan Agreement between the Town and Miami-Dade County School Board. Enclosed is a copy of the proposed revised agreement.

DESCRIPTION:

The proposed amendments to the Program Grant Agreement for the Address Verification Plan are _____ as _____ follow:

A, Effective Date and Term: Both parties agree to exercise the renew term for an additional two (2) school years. The extension period shall be July 1, 2019 through June 30, 2021.

B. Parties agree to utilize the Westlaw Clear Program for the address verification.,

C. The Town will pay the School Board \$10,000 for the 2019-2020 and \$10,000 for the 2020-2021 school year to fund a part-time Miami Dade County Public Schools employee that will support _____ the _____ verification _____ plan.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The \$10,000 for the Part-Time Employee will be paid by the Town, the Town of Surfside, and the Village of Bal Harbour. The Town share portion is in the amount of \$3,333.33 and will require an appropriation from the General Reserves Fund.

BUDGET IMPACT:

Submitted By: _____ Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Amendment - Address Verification Plan
2. School Board - Address verification agreement - 2018-19

**AMENDMENT TO
THE PROGRAM GRANT AGREEMENT FOR THE TOWN OF BAY HARBOR
ISLAND ADDRESS VERIFICATION PLAN**

The School Board of Miami-Dade County, Florida, and the Town of Bay Harbor Islands, as of the April 19, 2019 hereby amend the referenced Program Grant Agreement entered into on November 6, 2018, by amending and adding the following provisions, as provided for herein:

- A. Pursuant to Section 4. Effective Date and Term, the Parties agree to exercise the renew term for an additional two (2) school years. The extension period shall be July 1, 2019 through and including June 30, 2021.
- B. Parties agree to utilize the Westlaw Clear program for the address verification.
- C. Town of Bay Harbor Islands will pay The School Board of Miami-Dade County, FL, \$10,000.00 for the 2019-2020 school year and \$10,000.00 for the 2020-2021 school year to fund a part-time Miami-Dade County Public Schools employee that will support the verification plan at Ruth K. Broad Bay Harbor Islands K-8 Center.

All other terms of the referenced Program Grant Agreement entered into as of the November 6, 2018 shall remain in effect.

IN WITNESS WHEREOF, The Parties hereto have caused this Amendment to The Program Grant Agreement to be executed by their respective and duly authorized officers the day and year first above written.

[signature page follows]

**AMENDMENT TO
THE PROGRAM GRANT AGREEMENT FOR THE TOWN OF BAY HARBOR
ISLAND ADDRESS VERIFICATION PLAN**

SUBMITTED BY: Charge Location Administrator Signature Date Regional Superintendent/Division Head Signature Date (as applicable) Office of Grants Administration Signature Date (if applicable) NOTE: Signature of Associate Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Signature (Superintendent of Schools or Designee) (Name Typed) Date: _____
APPROVED AS TO RISK AND BENEFITS (as to the School Board): Risk Management Signature Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board): Procurement Management Signature Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): School Board Attorney - Signature Date	

**AMENDMENT TO
THE PROGRAM GRANT AGREEMENT FOR THE TOWN OF BAY HARBOR
ISLAND ADDRESS VERIFICATION PLAN**

By: _____
Stephanie Bruder
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
ASSISTANT TOWN ATTORNEY

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. The funding amounts shall be finalized ninety (90) days prior to the commencement of a 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 Term, 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 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 October 15 of every school year during the Term, 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.

(c) Town agrees to reimburse the School Board for the verification letters mailed by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

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**

(as to the School Board):



School Board Attorney Date 11/6/18

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

BY: 

(Superintendent of Schools or Designee)
Tabitha G. Fazzino
DESIGNEE

Date: 12/3/18

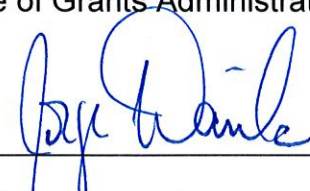
SUBMITTED BY:

Charge Location Administrator Date

 11/20/18  11/14/18

Aranda R. Mordy-Castagna Principal Date

Office of Grants Administration Date

 11/5/18

Risk Management Date

 11/19/18

Region Date

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

By: 
STEPHANIE BRUDER
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**

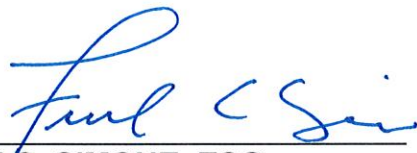

FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY

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 priority mail with a tracking number 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

November 12, 2019

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **second** reading requested by Council Member Leonard and Council Member Reid to prohibit plastic beverage straws and plastic beverage stirrers. Attach is a copy of the proposed ordinance.

DESCRIPTION:

At August 12th, 2019, Regular Town Council Meeting the Town Council discussed the recently adopted legislation by the Village of Bal Harbour to prohibit the use of single use plastic such as plastic plates, cups, bowls, and utensils. It was the Town Council consensus for staff to prepare an ordinance for first reading to prohibit the use of plastic beverage straws and plastic beverage stirrers.

The proposed ordinance shall be in full force and take effect ninety (90) days upon its passage and adoption.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan W. Leonard, Council Member
Kelly Reid, Council Member

ATTACHMENTS

1. revised 10-10-19- Ordinance-Plastic Beverage Straws and Plastic Beverage Stirrers - Prohibition

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION; AND SPECIFICALLY ADDING AND REVISING DEFINITIONS TO SECTION 9.1 AND ADDING A NEW SECTION 9-28 PROHIBITING PLASTIC BEVERAGE STRAWS AND PLASTIC BEVERAGE STIRRERS; 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 desires to conserve resources and reduce greenhouse gas emissions, waste, litter, and pollution; and

WHEREAS, plastic beverage straws and plastic beverage stirrers constitute a portion of the litter in the Town and creates difficulties for the operation of an environmentally and financially responsible program of solid waste management; and

WHEREAS, plastic beverage straws and plastic beverage stirrers often enter the Town's storm drains and watersheds, thereby posing a threat to the natural environment; and

WHEREAS, the Town Council finds that there are reasonable, environmentally friendly alternatives to plastic beverage straws and plastic beverage stirrers; and

WHEREAS, in order to decrease the use of plastic beverage straws and plastic beverage stirrers in the Town of Bay Harbor Islands, it is necessary to regulate such use:

WHEREAS, the Town Council, based upon the foregoing, wishes to prohibit the use of plastic beverage straws and plastic beverage stirrers within the Town;

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

Section 1: That the Town of Bay Harbor Islands Solid Waste Collections Code is hereby amended to amend Section 9-21 entitled Definitions and adding a new Section 9-28, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

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

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

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

Section 5: That this Ordinance shall be in full force and take effect ninety (90) days upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2019.

STEPHANIE BRUDER,
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

EXHIBIT A

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

CHAPTER 9 – SOLID WASTE COLLECTION

ARTICLE II. – COLLECTION.

Sec. 9-21. - Definitions.

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

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

Beverage. Any liquid, including any slurry, frozen, semi-frozen, or other forms of liquids, intended for drinking.

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

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

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

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

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

Commercial refuse. All solid waste produced by commercial establishments.

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

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

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

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

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

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

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

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

Garbage or waste facility. Includes dumpster and waste container.

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

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

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

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

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

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

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

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

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

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

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

Plastic Beverage Straw. A tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. “Plastic Beverage Straw” includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

Plastic Beverage Stirrer. A device that is used to mix beverages and is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. “Plastic Beverage Stirrer” includes compostable and biodegradable petroleum or biologically based polymer stirrers, but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Waste/solid waste. Includes bulky waste, commercial refuse, garden trash, tree and shrubbery trash, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid,

liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, and commercial operations.

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

Yard waste. Refer to "Landscape debris."

...

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

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

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

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

Sec. 9-28 – Prohibition of Plastic Beverage Straws and Plastic Beverage Stirrers; Exceptions.

- a) A plastic beverage straw shall not be sold or distributed within the Town of Bay Harbor Islands.
- b) Exceptions. The plastic beverage straw prohibition shall not apply to:
 - (1) Pre-packaged drinks sold at a Food Services Business.
 - (2) Use by medical or dental facilities.
 - (3) Use by the school district or county, state, or federal governmental entities.
 - (4) Use during a locally declared emergency.
 - (5) Use by individuals with a disability or other impairment requiring the use of a plastic beverage straw.
- c) A Plastic beverage stirrer shall not be sold or distributed within the Town of Bay Harbor Islands.

SEC. 9-298- Penalty; notice; lien.

- (a) Any person who shall violate any of the provisions of this chapter shall be punished in accordance with the provisions of section 1-8
- (b) Violation of the provisions of this chapter creates a civil liability in addition to the penalty provisions of section 1-8. The civil liability of the owner, operator and occupant of the property shall be as follows:
 - (1) The town shall have the right to remove any container, garbage or trash, landscape debris, special-handling landscape debris and trash that is in violation of this chapter, and to levy and charge the owner of the property a fee as determined by the town but in the amount of not less than \$50.00 for each violation, plus the costs to the town of removal and/or correction of any violation of this chapter.
 - (2) Notice of the fee charged by the town for violation shall be sent to the property owner, operator or occupant at the last address of record by certified mail, return receipt requested and regular mail.
 - (3) Any owner, operator, or occupant who violates any provision of this chapter shall be subject to the provisions of chapter 5¾ of the Code and shall be entitled to notice and a hearing as provided therein.

- (4) The town shall have the right to suspend any occupational license issued by the town to an owner, operator, or occupant until all violations have been satisfied and all penalties have been paid.
- (5) All fees pursuant to this chapter that are not paid within 30 days after mailing notice shall constitute, and are hereby imposed as, special assessment liens against the real property aforesaid, and until fully paid and discharged, or barred by law, shall remain liens equal in rank and dignity with the lien of the town ad valorem taxes. Unless otherwise provided in this chapter, such fees shall become delinquent if not fully paid within 30 days after the due date. Delinquent fees not paid within 30 days from the date same became due and payable shall be increased by ten percent of the fee. Thereafter, delinquent fees and penalty assessment shall accrue interest monthly at the highest statutory rate until paid. Unpaid and delinquent fees, together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property involved for a period of ten years from the due date thereof, and be renewed. Such special assessment liens for fees and penalties may be enforced by any of the methods provided in F.S. ch. 86 or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provision of F.S. ch. 173 or the collection and enforcement of payment thereof may be accompanied by any other method authorized by law.
- (6) All delinquent fees pursuant to this section shall constitute special assessment liens and the town clerk shall cause to be filed in the office of the clerk of the circuit court of the county a notice of lien or statement showing a legal description of the real property against which the lien is claimed, its location by street and number, the name of the owner as reflected by the records of the town, an accurate statement of the total amount of unpaid and delinquent fees claimed to be due, and a copy of such notice of lien shall be mailed to the owner of the property involved, as shown by the records of the town. Such notices of lien shall be filed in a special lien docket book maintained by the clerk for the circuit court or of the town for such purpose, which shall contain such liens as have been filed. Such liens, if filed, may be discharged and satisfied by the payment to the town of the aggregate amounts specified in the notice of lien, together with interest thereon from the date of filing of the lien, of filing of the lien, computed at the highest statutory rate, together with administrative costs and filing and recording fees. When any such lien has been paid or discharged, the town shall promptly cause evidence of the satisfaction and discharge of such lien to be entered in the waste lien docket book and in the public records. Any person, firm, corporation or legal entity, other than the present owner of the property involved, who pays any such lien shall be entitled to receive an assignment of the lien held by the town and shall be subrogated to the rights of the town in respect to the enforcement of such lien.
- (7) The town shall recover attorney's fees, court costs, and costs of enforcement and investigation in any action to enforce this chapter.
- (8) The town manager is hereby delegated and shall have the full authority of the town council to promulgate regulations to enforce and administer the provisions of this chapter.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **second** reading amending the Chapter 5 Town Code to require a demolition Bond. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The office of the Town Attorney prepared an ordinance on first reading at the request of the Town Council as it relates to new developments that have ceased or abandoned construction work.

The proposed ordinance will require a demolition bond to be utilized to demolish an unfinished project in the event that construction work is suspended or abandoned for six (6) months after construction work commenced.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS

1. rev- 2019.10.28 Demolition Bond

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING CHAPTER 5 ENTITLED BUILDINGS AND
CONSTRUCTION OF THE TOWN'S ADOPTED CODE OF
ORDINANCES AND SPECIFICALLY ADDING A NEW
SECTION 5.3.1 TO REQUIRE A DEMOLITION BOND;
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 periodically studies and amends the Buildings and Construction Code Accordingly; and

WHEREAS, the Town has had certain projects that have had their permit expire, the project becomes abandoned, remains uncompleted for an indefinite period of time and, thus, becoming a nuisance and a hazard to the residents of the Town; and

WHEREAS, it has become evident to the Town Council that to ensure that projects to not remain uncompleted, abandoned, and a nuisance and hazard, a demolition bond should be required to obtain a building permit for an approved site plan; and

WHEREAS, the Town Council desires to amend the Buildings and Construction Code to require a demolition bond to obtain a building permit for an approved site plan; and

WHEREAS, the Town Council held a duly advertised public meeting(s) to consider the proposed modification to the Town's Buildings and Construction 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 Buildings and Construction Code is hereby amended to add a new Section 5-3.1 to require a demolition bond in order to obtain a building permit for an approved site plan, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

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

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

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

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

PASSED on First Reading this _____ day of _____ 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2019.

STEPHANIE BRUDER,
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
ASSISTANT TOWN ATTORNEY

EXHIBIT A

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

CHAPTER 5 – BUILDINGS AND CONSTRUCTION

ARTICLE I. – IN GENERAL

...

Sec. 5-3.1 Demolition Bond. A demolition bond shall be required to obtain a building permit on an approved site development plan for single-family; multi-family and commercial projects. The demolition bond shall be in an amount required to demolish the project and, in a form, acceptable to the Town Manager. The demolition bond may be used by the Town in order to demolish the project in the event that: a) the work authorized by a building permit is suspended or abandoned for six (6) months after the time that the construction work commenced (and, thus, the building permit expires), or the building permit is revoked, or the building permit becomes null and void; and b) a new building permit is not obtained within six (6) months after the building permit expired, was revoked, or became null and void. The demolition bond shall not be used by the Town if the building permit has received an approved inspection within six (6) months or if the construction of the project was halted as a direct result of an injunction or court order.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Council Member Reid amending Section 23-9 of the Town Code to revise the size of living units in the B-1 Business District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the October 7th, Regular Council Meeting, the Town Council had a discussion as it relates to the size of the living units for the B-1 Business District. After a brief discussion they instructed staff to draft an ordinance on first reading to modify the regulations for the living units in the B-1 Business District to match those in the residential district.

Enclosed is a copy of the proposed ordinance and staff report prepared by the Town Planner, Michael Miller.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1. BHI Draft Ord B-1 DU Sizes Oct 2019
2. BHI TC- B-1 Business DU Sizes staff report

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE MINIMUM SIZE OF LIVING UNITS IN ALL USE DISTRICTS; AMENDING SECTION 23-9 OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR THE SIZE OF LIVING UNITS IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's various Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the size of living units in the B-1 Business District; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-9 to modify regulations for the size of living units in the B-1 Business District, 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 ____ day of _____, 2019.

PASSED on Second Reading this ____ day of _____, 2019.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

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

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

- (1) No single-family residence may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 1,500 square feet; provided, however, that on waterfront lots no residence may be erected or constructed with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (2) No duplexes or two-family residences may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (3) No apartment house, bungalow court, or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than 2,500 square feet.
- (4) No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional bedroom. All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of 25 square feet of area with at least seven feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.
- (5) Hotel rooms (intending to mean a hotel room available for housing accommodation to hotel guests) must average at least 340 square feet, but may not be less than 300 square feet, inclusive of closet area and bathroom area, within the inside limiting walls of a hotel room unit.

- (6) ~~Notwithstanding the above, for~~ For residential uses in the B-1 Business district, the following minimum square footages may be provided if included as part of a site development plan approved by the town: ~~650~~ 750 square feet for a studio unit, ~~800~~ 900 square feet for a one-bedroom unit and ~~950~~ 1,150 square feet for a two-bedroom unit. For each additional bedroom, a minimum of ~~450~~ 200 square feet of additional floor area shall be provided. Notwithstanding the above, for any development application received by the Town prior to October 1st, 2019 the following minimum square footages may be provided if included as part of a site development plan approved by the town: 650 square feet for a studio unit, 800 square feet for a one-bedroom unit and 950 square feet for a two-bedroom unit. For each additional bedroom, a minimum of 150 square feet of additional floor area shall be provided.

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

To: Mayor and Town Councilmembers
J.C. Jimenez – Town Manager
Town of Bay Harbor Islands

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

Date: October 25th, 2019

Subject: Town of Bay Harbor Islands
Proposed Zoning and Planning Code Revision
Minimum Dwelling Unit Sizes in the B-1 Business District
MMPA Acct. No. 01-0702-0500A

ISSUE:

The Town is currently considering various land development approvals for a proposed mixed-use (commercial / residential) development located at 1177 Kane Concourse. The project has now received a "conditional" Site Development Plan approval from the Planning and Zoning Board. Some of the "conditions" require the Town Council to approve a series of actions to allow the project to be built as currently designed, including the vacation of a portion of an alley, TDR acquisition, a 10' height increase, a parking reduction, and a developer's agreement. During the Town's review process some concerns have been raised about the size of the proposed dwelling units in the project. In 2005-06 the Town studied and updated the regulations in the B-1 Business District. For decades the Town has allowed mixed-use development in the B-1 Business District; however, none have been built to date. Our records reveal that the former property owner of this site (Taplin) had requested the Town to allow much smaller dwelling units (Studio = 450 sq. ft. / 1BR = 650 sq. ft. / 2BR = 900 sq. ft.) in this district versus the Town's normal residential districts, as it was expected rental / worker housing would occur versus full-time ownership units. The Town eventually approved the DU sizes that are somewhat smaller than the typical RM DU sizes (Studio = 650 sq. ft. / 1BR = 800 sq. ft. / 2BR = 950 sq. ft. / each BR over add 150 sq. ft.).

Pursuant to the request of the Town Council at the October 7th, 2019 meeting our office has drafted an Ordinance to revise the size of dwelling / living units in the B-1 Business District to match those in the RM Districts. We included a "grandfather clause" as requested.

**Town of Bay Harbor Islands
Town Council Recommendation
Proposed Zoning Code Amendment
Minimum Dwelling Units Sizes in the B-1 Business District
October 25th, 2019
Page 2**

MMPA believes that slightly smaller size units are proper in the B-1 District as we explained when the LDRs were drafted several years ago. With the high cost of land / housing it is difficult to provide housing for other than higher income people / families. Our older housing stock is being replaced with only high-end housing complexes. The Town has the highest DU sizes in the region – higher than any nearby communities. Miami-Dade County does not even include minimum dwelling unit sized in their Zoning Code – they defer the Florida Building Code minimums – which are very small (250+/- sq. ft. for an “efficiency / studio unit”, now called “micro-units”. See the attached updated table. There is a real need for housing stock for singles / young professionals / teachers / fire & police / store & restaurant employees / etc. The national trend is for smaller units. As we know the state / county have been pursuing affordable housing initiatives and we have so far avoided any forced density increases / etc. We urge caution in doing this change.

MMPA analyzed the proposed 1177 Kane Concourse DU sizes and created a table noting the average size of their proposed units met or exceeded the Town’s minimum DU sizes in the RM Districts, with a few units somewhat smaller. See attached.

To address the Town Council’s request MMPA has prepared a draft Ordinance for your consideration. Please see the attached draft Ordinance.

TOWN OF BAY HARBOR ISLANDS

ANALYSIS OF RESIDENTIAL LAND DEVELOPMENT REGULATIONS MINIMUM DWELLING UNIT SQUARE FOOTAGES Updated as of October 25, 2019

MUNICIPALITY	EFFICIENCY	1BR	2BR	3BR	MORE	SFR
Bay Harbor Islands (Res.)	750	900	1,150	1,350	Add 200	1,500 Inland 2,000 Water
(Comm.)	650	800	950	1,100	Add 150	
Bal Harbour Village	600	900	1,150	1,500	Add 200	1,800 Inland 2,500 Water
Miami Dade County	No Limit	No Limit	No Limit	No Limit	No Limit	1,800
Miami Beach RM-1	550* / 800**	550* / 800**	550* / 800**	550* / 800**		
RM PRD	750* / 1,000**	750* / 1,000**	750* / 1,000**	750* / 1,000**		
RM-2	550* / 800**	550* / 800**	550* / 800**	550* / 800**		
RM-3	550* / 800**	550* / 800**	550* / 800**	550* / 800**		
RS (SFR)	N/A	N/A	N/A	N/A	N/A	1,800
Sunny Isles Beach	550	750	900	N/L		
Surfside	600	800	950	1,150		

Notes:

- 1) * Older Construction.
- 2) ** New Construction
- 3) M-D staff reported they do not regulate min. DU size – some projects have “micro-units” at 275+/- sq. ft.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

RM-2 MFR Density Analysis 2005-2019

Project	Lot Size	# of DU	DUA	# of TDR DU	Status
1177 Kane Concourse MXD	1.95 Ac.	104	53.34	38	PZB / TC
BH 101 TH	.52 Ac.	12	23	0	CO
1045 92 Street	.52 Ac.	38	73	20	Exp
1125 97 Street	.26 Ac.	10	39	1	BP
1145 100 Street	.77 Ac.	45	58	19	Exp
1150 100 Street	.26 Ac.	4	15	0	UC
1150 101 Street	.26 Ac.	17	65	8	UC
Atlantis	.51 Ac.	28	55	11	PZB
BH Club	.52 Ac.	42	81	24	CO
BH Gardens	.52 Ac.	30	65	16	UC
BH One	.52 Ac.	36	69	18	UC
Bay View 102	.52 Ac.	42	81	24	CO
Bay Breeze	.26 Ac.	17	65	8	CO
Beau Rivage / Waters	.26 Ac.	9	34	0	Ext
Dolce Vita TH	.26 Ac.	6	24	0	BP
Harbor Park	.26 Ac.	21	82	12	CO
Le Jardin	.52 Ac.	30	58	12	UC
Pearl House	.26 Ac.	15	58	12	UC
Sophie by Alure	.52 Ac.	26	50	8	Exp

BHI Density Caps (Adopted 11/12/13)

RM-1 = 70 DUA

RM-2 = 60 DUA

RM-3 = 80 DUA

Commercial MXD = 80 DUA

**TOWN OF BAY HARBOR ISLANDS, FLORIDA
PLANNING AND ZONING ANALYSIS**

**1177 Kane Concourse (Mixed-Use Development)
Proposed Dwelling Unit Analysis**

The current Site Development Plan includes 104 dwelling units (DU)s. The Town Council is now considering several approvals to allow the development to proceed as designed. One of the issues is the proposed residential density and size of the units. The Town's Code includes provisions that limit the residential density and set a minimum size of each DU. The B-1 Business District allows DU to be slightly smaller in size than in the normal multifamily residential districts. The rationale for allowing smaller DU was it was thought singles / young couples / empty nesters / non-families / nonprofessionals might be attracted to the Town's urban core in more affordable rental complexes. Following is summary of the Code provisions (sq. ft.) and what the developer is currently requesting.

	RM Min. Criteria	B-1 Min. Criteria	Provided
Efficiency	750	650	760 (1 DU)
1 Bedroom	900	800	864 - 1,040 / Av. 926 (36 DU)
2 Bedroom	1,150	950	1,010 - 1,329 / Av. 1,188 (53 DU)
3 Bedroom	1,350	1,100	1,282 (14 DU)
Additional BR	Add 200 per BR	Add 150 per BR	

essentially a 12' X 12' room. As a comparison, Bal Harbour Village requires 400 square feet for a hotel room. Mr. Michael Larkin, as agent for Mr. Taplin, has requested the Town consider different minimum square footages in the BAA District for mixed-use developments. They have requested 450 square feet for a studio unit, 650 square feet for a 1-bedroom unit, and 900 square feet for a 2-bedroom unit. The trend in mixed-use developments is for somewhat smaller units for urban professionals. Also, the Town may wish to consider smaller units to encourage developers to provide more affordable units for teachers at RKB and in general.

Sec. 23-11. Building setback, coverage and height requirements.

In all area districts, hereinabove set forth and designated, there shall be a front, rear and side yard setbacks provided for of not less than the dimension specified, as follows, to wit:

(C) BAA-Business area:

- (1) Lots 12 and 13, in Block 20 shall have a front yard setback on the westerly front of each lot of not less than ten (10) feet.

Comments: These lots are part of the Eagle Bank properties fronting on West Bay Harbor Drive. Ten (10) feet seems to be the most common building setback in the Town's commercial areas except on the Kane Concourse. I did not review the bank site plans but assume they meet the setback requirements. A small setback like this is typically to allow some ground floor space for pedestrians and foundation landscaping. The Town may wish to consider modifying the setback requirements, as it appears many of the existing buildings do not comply. It may be they were built prior to the Town Code being adopted or that variance were granted over the years. Pending Council guidance, no change is recommended on this side street.

- (2) Lots 8 and 9, in Block 21 shall have a front yard setback on the westerly front of each lot of not less than ten (10) feet.

Comments: These lots are part of the "Taplin" properties fronting on West Bay Harbor Drive. I did not review any surveys or site plans but a visual inspection reveals the building is set back, but probably not 10 feet. It also appears from a sketch in the BA Study that a portion of the southwest corner of the existing building may have been constructed in the public right-of-way. It may be the building was constructed prior to the Town Code being adopted or that variances were granted over the years. Pending Council guidance, no change is recommended on this side street.

- (3) Lots 1 and 18, in Block 11 shall have a front yard setback on the easterly front of each lot of not less than ten (10) feet.

Comments: These lots front on East Bay Harbor Drive. Lot 1 contains the Bay Harbor Inn Hotel building. Lot 18 contains a commercial building with an Art Store at the corner. I did not review any surveys or site plans but the building appears to not be setback 10 feet (it may be 0 feet). It appears from a sketch in the BA Study that portions of the existing buildings may have been constructed in the public right-of-way and/or in the minimum setback areas. It may be they were built prior to the Town Code being adopted or that variance were granted over the years. Pending Council guidance, no change is recommended on this side street.

Comments: What does BAA stand for? There is no definition in the Code. It is recommended the Town consider re-naming the district to a more common 2005 zoning name. If in the future the Town desires to create other business / commercial districts with different regulations, say on the lots not facing the Kane Concourse or on Block 1, it could be B-2, etc. No "Intent or Purpose" statement is made. MMPA recommends one be added. The current language allows "any use permitted in the RE-Multiple-Family district. This district was abolished with the creation of the RM-1 and RM-2 Multiple Family districts. Further, the list of all uses in that district may not be the most appropriate in the commercial areas, such as single-family homes, duplexes, schools, etc. MMPA recommends a new specific list of residential uses but only if they are part of a mixed-use development (both commercial / residential uses). Telegraph offices / uses have not been around for many decades. However, an office supply store should be considered that supplies computers, phones, fax and copier services, etc. A modification to the Religious Institution language is recommended to be consistent with others. Finally, the adopted Comprehensive Plan describes hotel uses as commercial uses. Until Ordinance No. 747 was adopted in August 2004, the former RE district allowed hotel uses by reference. However, hotel uses, private clubs and apartment hotels were stricken from the list of permitted uses in that district. MMPA recommends the Town specifically list hotels as permitted uses as required by the adopted Complan. Since Johnson & Wales already uses the Bay Harbor Inn site in Block 11 as a hotel and a training facility (school) the Code language should reflect the uses.

Note: This section was not amended further from 8/05 draft, pending Town Council discussion.

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

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

- (3) No apartment house, bungalow court, apartment-hotel or hotel may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than twenty-five hundred (2,500) square feet.
- (4) No dwelling unit, apartment unit or bungalow court unit, in any apartment house, apartment-hotel or bungalow court building shall contain less than seven hundred fifty (750) square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of nine hundred (900) square feet of floor area; a two-bedroom apartment shall have a minimum of eleven hundred fifty (1,150) square feet of floor area; and there shall be a minimum of two hundred (200) square feet additional for each additional bedroom; nor shall any hotel room (intending to mean a hotel room available for housing accommodation to hotel guests) contain less than one hundred fifty (150) square feet exclusive of closet area, and exclusive of bathroom area, within the limiting walls of a hotel room unit. All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of twenty-five (25) square feet of area with at least seven (7) feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.

Comments: Apartment hotels are no longer permitted. The Town Council may wish to discuss the minimum size of hotel rooms and dwelling unit sizes. 150 square feet is

EXHIBIT A

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Article I. Zoning Regulations.

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

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

- (3) No apartment house, bungalow court, ~~apartment hotel~~ or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than twenty-five hundred (2,500) square feet.
- (4) No dwelling unit, ~~apartment unit or bungalow court unit, in any apartment house, apartment hotel or bungalow court building~~ shall contain less than seven hundred fifty (750) square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of nine hundred (900) square feet of floor area; a two-bedroom apartment shall have a minimum of eleven hundred fifty (1,150) square feet of floor area; and there shall be a minimum of two hundred (200) square feet additional for each additional bedroom; nor shall any hotel room (intending to mean a hotel room available for housing accommodation to hotel guests) contain less than ~~one hundred fifty (150)~~ three hundred forty (340) square feet ~~exclusive~~ inclusive of closet area and ~~exclusive of~~ bathroom area, within the limiting walls of a hotel room unit. All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of twenty-five (25) square feet of area with at least seven (7) feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.
- (5) Notwithstanding the above, for residential uses in the B-1 Business district, the following minimum square footages may be provided if included as part of a Site Development Plan approved by the Town: six hundred fifty (650) square feet for a studio unit, eight hundred (800) square feet for a one bedroom unit and nine hundred fifty (950) square feet for a two bedroom unit. For each additional bedroom, a minimum of one hundred fifty (150) square feet of additional floor area shall be provided.

~~340 sq ft~~
340 sq ft
300 min

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE MINIMUM SIZE OF LIVING UNITS IN ALL USE DISTRICTS; AMENDING SECTION 23-9 OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR THE SIZE OF LIVING UNITS IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's various Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the size of living units in the B-1 Business District; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-9 to modify regulations for the size of living units in the B-1 Business District, 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 ____ day of _____, 2019.

PASSED on Second Reading this ____ day of _____, 2019.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

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

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

- (1) No single-family residence may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 1,500 square feet; provided, however, that on waterfront lots no residence may be erected or constructed with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (2) No duplexes or two-family residences may be erected with floor area, exclusive of garage, carport, porches and terraces, of less than 2,000 square feet.
- (3) No apartment house, bungalow court, or hotel may be erected with a total floor area, exclusive of garage, carport, porches and terraces, of less than 2,500 square feet.
- (4) No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional bedroom. All measurements are to be inside wall-to-wall measurements. Exterior terraces or unenclosed living areas are not intended to be included in computing the minimum areas as required by this section. A minimum of 25 square feet of area with at least seven feet of headroom must be added for each apartment for outside storage purposes, which space shall be located outside the apartment.
- (5) Hotel rooms (intending to mean a hotel room available for housing accommodation to hotel guests) must average at least 340 square feet, but may not be less than 300 square feet, inclusive of closet area and bathroom area, within the inside limiting walls of a hotel room unit.

- (6) ~~Notwithstanding the above, for~~ For residential uses in the B-1 Business district, the following minimum square footages may be provided if included as part of a site development plan approved by the town: ~~650~~ 750 square feet for a studio unit, ~~800~~ 900 square feet for a one-bedroom unit and ~~950~~ 1,150 square feet for a two-bedroom unit. For each additional bedroom, a minimum of ~~150~~ 200 square feet of additional floor area shall be provided. Notwithstanding the above, for any development application received by the Town prior to October 1st, 2019 the following minimum square footages may be provided if included as part of a site development plan approved by the town: 650 square feet for a studio unit, 800 square feet for a one-bedroom unit and 950 square feet for a two-bedroom unit. For each additional bedroom, a minimum of 150 square feet of additional floor area shall be provided.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 13.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Chapter 20 of the Town Code providing for water meters and sub-meters for potable water that do not not utilize the Town sanitary sewage system. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Ordinance Utilities 0 Water Meters and Sub-Meters

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 20-3, AND 20-9 TO PROVIDE FOR THE INSTALLATION, INSPECTION, AND COST OF WATER METERS, WATER SUB-METERS, WATERBOXES, DEPOSITS, AND TAPPING CHARGES; 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 water meters, water sub-meters, water boxes, and 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 20-3 and 20-9 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 _____ 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2020.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

EXHIBIT A

Sec. 20-3. - ~~Water service~~ — ~~Charges for tapping mains; deposits; installations of meters.~~
Installation of water meter(s), including sub-meter(s), and meter box(es); deposit; inspection,
and tapping charge.

- (a) Town to provide water meter(s), water sub-meter(s), and meter box(es); installation,
deposit required prior to installation; and inspection.
- (1) The Town shall select and make available for purchase: a) water meter(s); b) water
sub-meter(s)(that are purchased, installed, and used by customers for the sole
purpose of receiving a credit for potable water that does not enter the Town's
sanitary sewer system (for filling of pools, irrigation, cooling towers, etc.)); and c)
water box(es). Only Town provided water meters, water sub-meters, and water
boxes shall be used by property owners.
- (2) Installation:
 - a. The Town shall install, at the property owner's expense, all water meter(s),
water sub-meter(s) used for swimming pools and irrigation, and water
box(es);
 - b. The property owner shall install, at the property owner's expense, water
sub-meter(s) used for cooling towers. Before a sub-meter used for cooling
towers may be installed, the installation and location must first be approved
by the Town. Upon installation of the water sub-meter for cooling towers,
the property owner shall provide the Town with as built plan detail,
showing the installation, and the installation shall be subject to the approval
of the Town. If the water sub-meter for cooling towers is located anywhere
other than the Town's right of way, the property owner shall deliver an
easement to the Town, in a format satisfactory to the Town Attorney, to be
recorded in the County Records.
 - c. Any changes to an approved installed water meter, water sub-meter, or
water box must first be approved by the Town.
 - d. Any unapproved water connections found by the Town shall constitute a
code violation subject to the remedies set forth in Section 1-8 of the Town
Code.
- (3) The Town shall collect a deposit equal to the cost of the water meter, water sub-
meter, and water box together with permit fees, and reasonable administrative
charges incurred by the Town in connection with the purchase, installation,
inspection, and billing set-up for the water box, water meter, and/or water sub-
meter.
- (b) Water tapping charge. Any time that it is necessary to tap into the Town's pipelines in
order to supply any customer with water, a tapping charge shall be paid in an amount
as set forth in Section 20-9.

~~The charge for tapping of mains, deposits for water service and installations of water meters
shall be left to the discretion of the town manager, providing that such charge and deposits shall
bear a reasonable relationship to costs thereof.~~

. . . .

Sec. 20-9. - Sewer service—Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential users. Sewage charges shall be based upon water usage (excluding potable water usage through water meters (or water sub-meter(s)) that does not enter the Town’s sanitary sewer system (for filling of pools, irrigation, cooling towers, etc.))~~used exclusively for irrigation,~~) at a rate of \$7.46 per thousand gallons. In addition, there shall be a monthly base charge of \$19.63 per living unit regardless of usage.

Non-residential users. Sewage charges shall be based upon water usage (excluding potable water usage through water meters (or water sub-meter(s)) that does not enter the Town’s sanitary sewer system (for filling of pools, irrigation, cooling towers, etc.))~~used exclusively for irrigation,~~) at a rate of \$7.46 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge
1"	\$81.70
1.5"	\$163.40
2"	\$261.45
3"	\$490.15
4"	\$742.00

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge.

A tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 14.

ITEM: Consideration and approval to award project BHI-204 Parking Garage Expansion Joint Replacement and Repairs to Concrete Protection & Restoration in the amount of \$54,880.50 to remove and replace all horizontal and vertical elastomeric concrete joints on the top level of the parking garage. Enclosed are copies of the bid tabulation and other supporting documents.

DESCRIPTION:

Recently, the Town had a Condition Assessment Report of the Parking Garage performed by the Engineer of Record, Tim Haahs & Associates (attached). Their report was favorable concerning the overall condition of the parking garage; however, the report mostly focuses on the failed or failing elastomeric joint seals on the top parking deck. These seals, designed to keep water from pouring through the concrete expansion joints, have deteriorated from sun exposure to the point that they are no longer effective. When a rain event occurs, water from the fifth-level parking deck falls through to the fourth deck, creating a waterfall effect. The life expectancy of the seals is approximately 10 years, which is the current age of the parking garage. Based upon the Condition Assessment Report, RFP BHI-204: Parking Garage Expansion Joint Replacement & Repairs (attached) was issued and bids to perform the work were received and opened on October 15, 2019. The Bid Tabulation Sheet from the bid opening is attached.

Eight Contractors submitted bids. Two were disqualified; Ward & Associates and Matcon Construction for submitting incomplete bid packages. Of the remaining six bidders, Concrete Protection and Restoration was the lowest responsible bidder whose evaluations were high and reflected the same or similar work in southeast Florida. Concrete Protection and Restoration's bid was also very close to the estimated Phase 1 repair cost (fifth level of parking deck) presented by the Tim Haahs Condition Assessment Report.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is a budgeted item for FY 2019-2020 as a Capital Project Item. This project is not expected to exceed the budgeted amount.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan C. Jimenez, Town Manager

Melissa Cruz, Finance Director

ATTACHMENTS

1. 2019-08-19 Bay Harbor Island Deck Condition Assessment by Tim Haahs and Associates
2. BHI 204 BID TABULATION

**Bay Harbor Islands,
Florida**

Bay Harbor Islands Parking Deck Condition Assessment Report

August 19, 2019



TimHaahs

www.timhaahs.com

12725 Morris Road Extension
Deerfield Point 100, Suite 150
Alpharetta, Georgia 30004
T. 770-850-3065
F. 770-850-3066

August 19, 2019

Douglas Armstrong
Public Works Director
Town of Bay Harbor Islands
9665 Bay Harbor Trace
Bay Harbor Islands, FL 33154

RE: Condition Assessment Report
Bay Harbor Islands Parking Garage
Bay Harbor Islands, Florida

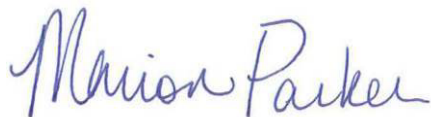
Dear Mr. Armstrong,

Upon your request, Timothy Haahs and Associates, Inc. (TimHaahs) has performed a condition assessment of the Bay Harbor Islands Parking Garage located in Bay Harbor Islands, Florida, to determine the extent of required structural and waterproofing repairs and associated order of magnitude repair costs.

TimHaahs conducted a walk-through of the parking garage on July 29, 2019. Visual observations and limited non-destructive survey of the garage were conducted to identify the extent and order of magnitude costs of the required restoration program. Enclosed is the report of our observations, findings, and recommendations for review and comment.

Mr. Armstrong, we trust that this report provides sufficient documentation of the parking garages' current conditions for planning and implementing a restoration program in the near future. We look forward to meeting with you at your convenience to review the findings and address any concerns you may have. Please do not hesitate to contact us with any questions.

Sincerely,



Marion K. Parker, P.E.
Director of Operations

Table of Contents

Executive Summary	2
Part 1 Introduction	3
Introduction.....	4
Objective.....	4
Structure Description	4
Part 2 Survey Observations & Recommendations	6
Summary of Survey Observations & Recommendations	7
Structural Observations & Recommendations	7
Waterproofing Observations & Recommendations	9
Miscellaneous Observations & Recommendations.....	13
Order of Magnitude Cost of Repairs	14
Part 3 Conclusion.....	16
Summary	17

Executive Summary

This report discusses the condition of the Bay Harbor Islands Parking Garage in Bay Harbor Islands, Florida. On July 29, 2019, Timothy Haahs & Associates ("TimHaahs") performed visual observations on the parking structure to evaluate the overall condition of the facility.

In general, the parking structure is in excellent condition; which is defined as structurally sound with only routine maintenance required; like new condition. Routine maintenance with respect to the waterproofing systems is warranted as these materials have a limited useful service life. Due to exposure conditions, the joint and cove sealants on the top tier have exceeded their useful service life at a rate faster than the lower tiers. If untreated, the failed waterproofing sealants leave the garage at risk for accelerated deterioration in the form of concrete cracking, spalling, delamination, and steel corrosion.

We have included in Part 2 of this report a summary of our observations and recommended repair procedures in order to mitigate structural and durability concerns and delay future accelerated deterioration. Our recommended repairs are broken out into two phases, with Phase 1 focusing on the top tier sealants and Phase 2 addressing the balance of the recommended repairs and maintenance items. We have also included an order of magnitude cost of repairs for the associated restoration work, which we estimate to be \$54,629 for Phase 1 and \$360,789 for Phase 2. This estimate includes a percentage for general conditions and contingency, excluding design fees, testing and other soft costs.

TimHaahs recommends that the repairs contained herein for Phase 1 be addressed within one year and Phase 2 be addressed within two to five years. Addressing all the recommended repairs herein in a timely manner will prevent further water intrusion that may lead to accelerated deterioration and distress. Completion of the recommended repairs as part of an ongoing preventive maintenance program will help maintain the condition of this structure, prolong its useful life, decrease long-term maintenance costs, as well as provide a safe environment for parking patrons.

Part 1

Introduction

Introduction

TimHaahs was retained by the Town of Bay Harbor Islands to perform a Condition Assessment of the Bay Harbor Islands Parking Garage in Bay Harbor Islands, Florida. TimHaahs completed a site walk-through to perform visual observations on all available areas for observation on the parking structure on July 29, 2019. Being the Engineer of Record for this project, TimHaahs had access to the structural drawings for the parking garage.

The repairs and recommendations noted in this report are based on observations and information made available to TimHaahs at the time of the report. The findings herein may be compromised and will need to be upgraded if not promptly addressed, prior to being exposed to conditions that jeopardize the durability of the structure and cause further deterioration, including but not limited to, freeze-thaw cycles, exposure to salts, and standing water.

Objective

To address structural, durability and other issues for the parking garage proactively, the Town of Bay Harbor Islands has requested a condition assessment report of the garage to evaluate its condition. The objectives of the condition assessment are as follows:

- Collect on-site data of the condition of the parking garage.
- Comment on the current condition of the parking garage.
- Identify necessary repairs to minimize the Owner's liability while addressing outstanding repair requirements.
- Provide an order of magnitude cost for repairs.

Structure Description

The Bay Harbor Island Parking Garage is located on 95th Street between Bay Harbor Terrace and West Bay Harbor Drive in Bay Harbor Islands, Florida. The garage was constructed in 2009. The main vehicular entry/exit access point is located at the southeast corner of the garage via 95th Street, with a secondary entry lane located at the northeast corner.

The garage is a two-bay, five tier structure (ground tier and four supported tiers) with two-way traffic circulation. The north bay is ramped to provide a single-thread vehicular circulation between tiers. The garage is approximately 125 feet in width by 314 feet in length, which equates to a footprint of roughly 39,250 square feet per tier. The garage accommodates occupied space on the ground tier and approximately 430 parking spaces on the upper tiers.

The precast concrete structure incorporates wall panels, columns, spandrels, girders and double tees. The exterior façade exhibits predominately wall panels and shear walls with punched openings. The floor framing consists of pretopped precast concrete

double tees. Lateral forces are resisted by the shear walls on the east and west façade and by the light wall along the interior.

Pedestrian circulation is provided at the northwest and southeast corners of the parking garage, with one stair and one elevator at each location. The stair/elevator towers, constructed of precast concrete walls, are structurally segregated from the parking garage structure by an expansion joint.

Part 2

Survey Observations & Recommendations

Summary of Survey Observations & Recommendations

This section presents a summary of observations and recommended repairs based on our review of the provided information and our visual observations. Visual observations were limited to the areas accessible at the time of the survey.

Structural Observations & Recommendations

1. Concrete Floor Cracking (all tiers):

Cracking in floor slabs was observed throughout the parking structure. Cracks were most predominate at the top tier in the concrete washes and along the trench drains at the base of the ramp.

Cracking was consistently observed adjacent to double tee flange-to-flange connections in the concrete slab. This is often caused by excessive heat generated during the welding of the flange connections.

If left untreated, moisture that is allowed to penetrate cracks can lead to further deterioration in the form of spalling, delamination and steel corrosion. This is evident at the cracks adjacent to the double tee connections, which lead to spalling as noted herein.

Recommended Repair: Rout and seal all floor cracks, with priority given to the top tier where exposure to water is the greatest.



Slab cracks at top tier



Slab crack adjacent to DT connection

2. Concrete Spalling (all tiers):

Concrete spalling was observed in select locations on the concrete slab surface, most predominately on the top tier at double tee flange-to-flange connections. At these locations, the spalling is likely the result of moisture intrusion into the concrete slab where cracks formed due to the welding of the double tee connections, as previously noted. Failed joint sealants have contributed to moisture intrusion into the concrete as well. Unrepaired spalls can lead to larger concrete spalling and accelerated corrosion of embedded steel and precast connections.

Recommended Repair: Remove the deteriorated concrete utilizing partial depth concrete repair procedures as required. Where reinforcement is exposed and/or corroded, the reinforcement should be cleaned and coated with an anti-corrosion coating or replaced as required. Priority shall be given to the spalls on the top tier level, where the exposure conditions are harsher.



Spall at double tee connection



Exposed rebar at top tier slab

3. Tee-to-Tee Connections (all tiers):

Spalling of the concrete and failed joint sealant has exposed the double tee flange-to-flange connection in a few select locations. This connection, per the original construction documents, is stainless steel. Therefore, we observed no corrosion or deterioration of the exposed flange-to-flange connections. No welded connections were found to have failed.

Recommended Repair: The best means to protect the stainless steel flange-to-flange connections from deterioration is ongoing maintenance of the joint sealants. Remove and replace joint sealants at the end of their useful service life as noted herein.

4. Precast Steel Connections (top tier):

Exposed precast steel connections on the top tier are showing signs of corrosion.

Recommended Repair: Clean rust and repaint all exposed steel connections showing signs of rust.



Rusted p/c connection at top tier

Waterproofing Observations & Recommendations

5. Joint Sealant (all supported tiers):

Sealant is installed in the joints between each pre-topped precast double-tee member and in the tooled joints in the cast-in-place concrete washes. This sealant prevents water and debris penetration into the joint, which can lead to corrosion and deterioration of the precast connections. While the service life of joint sealants can vary significantly, a ten-year service life is common in parking decks exposed to similar conditions. The joint sealants on the top tier, with direct exposure to the elements, have exceeded their useful service life as observed by bond failure to substrate and dry-rotting of the material.



Water intrusion at failed joint sealant

On the lower tiers, the joint sealants are showing signs of failure as they approach the end of their useful service life.

Similarly, joint sealant is installed at all vertical precast joints including exterior wall panels, interior light wall panels, stair walls, etc. These joint sealants at the top tier have also exceeded their useful service life and are exhibiting signs of failure.

The foam backer rod installed along the double-tee joints is falling out at various locations throughout the deck. This foam is used during the installation of the joint sealant to prevent leaking of the material through the joint, but poses no issues with the overall performance of the joint material.

Recommended Repair: Remove and replace all horizontal and vertical joints sealants throughout the entire parking garage, with priority given to the top tier where exposure to the elements is greatest.

At the Owner's discretion, remove any foam backer rod material where hanging down from the precast double tee joints. This can be performed by the Owner.



Failed joint sealant at top tier



Backer rod



Failed vertical joint sealant

6. Cove Sealant (all tiers):

Cove sealant is located at the intersection of all vertical and horizontal surfaces, such as along the slab edge at the perimeter walls and interior light walls, and around the base of all columns. Again, this sealant serves to provide a water tight joint to protect underlying precast connections. The cove sealant at the top tier has exceeded its useful service life as observed by bond failure to the substrate, tears in the material and dry-rotting of the material. On the lower tiers, the cove sealant was observed to have



Failed core sealant at top tier

localized areas of failure, as it is fast approaching the end of its useful service life.

Cove sealant was observed to be installed only around a portion of the base of the walls framing the elevator lobby at the top tier.

Recommended Repair: Remove and replace all existing cove sealants throughout the entire parking garage, with priority given to the top tier. Install cove sealant around the entire base of wall framing each elevator lobby enclosure on the top tier.

7. Expansion Joints (All tiers):

There is an expansion gap detailed between the parking garage and each stair/elevator tower structure. A premold expansion joint material is installed at this gap on each supported tier of the garage. The purpose of installing expansion joint material in this gap is to eliminate the potential trip hazard and prevent water intrusion. At each tier, the premold expansion joint material was observed to be in good condition, with only very few localized areas of deterioration or failure along the edges of the joint. While it is reaching the end of its anticipated service life of eight to ten years, it appears to continue to provide a water tight seal at this location.



Premold expansion joint at stair/elevator tower

On the top tier where the expansion gap at each stair/elevator tower passes between the spandrel and the tower walls, a compression seal is installed along the vertical and horizontal edges of the spandrel. This compression seal, while fast approaching the end of its anticipated service life of eight to ten years, appears to continue to provide a water tight seal at this location.



Comp. seal expansion joint along top spandrel

On the ramp between the ground and second tier, there is an expansion joint detailed at the transition between slab-on-grade to structured precast. This elastomeric expansion joint material, although covered in dirt and debris, was observed to be in good condition.

On the top tier, there is a gap between the elevator lobby walls and the precast stair/elevator tower, consistent with the expansion joint between the tower and the parking garage. An expansion joint is installed at the roof condition, but not at the vertical wall condition.

Recommended Repair: We anticipate the need to replace all of the expansion joint materials at all locations within the next five years, as these materials are nearing the end of their anticipated useful service life.

We recommend adding a vertical compression seal between the elevator lobby wall and the precast stair/elevator walls at the top tier.

As a reminder, remove dirt and debris from the gland of the expansion joint on the ramp between the ground and second tier. Routine cleaning will prevent premature deterioration of the gland material and allow it to perform as designed.



Gap at elevator lobby wall



Expansion joint at ramp

8. Traffic Deck Coating Membrane (second and third tiers):

A traffic deck coating membrane is provided on a large portion of the second tier slab over the occupied spaces and at the northwest corner of the third tier over the mechanical room. This membrane is serving as a waterproofing system to protect the occupied spaces and mechanical equipment below. At each location, the traffic deck coating membrane is in good condition, with signs of normal wear to be expected as the membrane



2nd tier traffic membrane

approaches the end of its service life. The service life of the membrane is anticipated to be eight to 12 years, depending on traffic, weather, and other exposure conditions.

Recommended Repair: Because it serves as the waterproofing system over the occupied spaces, removal and replacement of the traffic deck coating membrane is warranted at the end of its useful service which is anticipated to be within five years. Reinstall pavement markings where membrane is replaced.

Miscellaneous Observations & Recommendations

9. Doors (all tiers):

The metal doors and door frames at several locations in each stair are showing signs of rusting. This is common for metal given the exterior exposure conditions.

Recommended Repair: Clean rust and repaint doors and door frames in the parking garage, as needed.

10. Landscaping:

Branches from a tree were observed to be growing into the garage through openings on the west façade of the deck. Leaves and debris from landscaping that are not cleaned in a timely manner can create a slip/fall hazard when wet and can clog floor drains inside the garage.

Recommended Repair: As a reminder, trim landscaping surrounding the garage to mitigate leaves and debris from collecting inside the garage.



Overgrown tree branch in deck

11. Signage (top tier):

Signs mounted on the top tier of the garage are faded and peeling due to sun exposure.

Recommended Repair: Replace damaged signs on the top tier as deemed necessary.

Order of Magnitude Cost of Repairs

A prioritized repair schedule is necessary to differentiate between work that must be done as soon as possible versus work that may be done in the near future as systems approach the end of their anticipated useful service life. Therefore, we have delineated the repairs into two phases; Phase I for items recommended to be completed in one year and Phase 2 for items recommended to be completed within two to five years.

The types and quantities of required repairs are outlined for each phase in the following order of magnitude cost of repairs table. The following is based on TimHaahs' experience with similar work recently bid and feedback from various construction managers, contractors, and product manufacturer representatives. Unit costs reflect 2019 dollars. All costs and quantities should be checked and verified prior to proceeding with the work.

ORDER OF MAGNITUDE PROJECTED COST

	Repair Recommendation ¹⁻³	Quantity		Unit Cost	Phase 1 Cost	Phase 2 Cost
1	Slab Crack Repair (rout and seal)	200	LF	\$ 5.00	\$ 750	\$ 250
2	Partial Depth Concrete Repair (spalls)	90	SF	\$ 120.00	\$ 6,000	\$ 4,800
4	Precast Steel Connections (re-paint) ⁴	1	LS	\$ 500.00	\$ 500	\$ 500
5	Joint Sealant Replacement (horizontal - top tier)	4,000	LF	\$ 5.00	\$ 20,000	\$ -
5	Joint Sealant Replacement (horizontal - lower tiers)	9,000	LF	\$ 5.00	\$ -	\$ 45,000
5	Joint Sealant Replacement (vertical -top tier)	200	LF	\$ 15.00	\$ 3,000	\$ -
6	Cove Sealant Replacement (top tier)	1,350	LF	\$ 5.50	\$ 7,425	\$ -
6	Cove Sealant Replacement (lower tiers)	4,000	LF	\$ 5.50	\$ -	\$ 22,000
7	Expansion Joint Replacement (at stair/elev slab condition)	130	LF	\$ 125.00	\$ -	\$ 16,250
7	Expansion Joint Replacement (at stair/spandrel condition)	44	LF	\$ 200.00	\$ -	\$ 8,800
7	Expansion Joint Replacement (ground tier ramp)	62	LF	\$ 110.00	\$ -	\$ 6,820
7	Expansion Joint Installation (top tier at lobby walls)	22	LF	\$ 200.00	\$ -	\$ 4,400
8	Traffic Deck Membrane Replacement (second tier)	20,000	SF	\$ 6.50	\$ -	\$ 130,000
8	Traffic Deck Membrane Replacement (third tier)	1,000	SF	\$ 6.50	\$ -	\$ 6,500
9	Doors (paint) ⁴	1	LS	\$ 1,500.00	\$ -	\$ 1,500
11	Signage (new) ⁴	1	LS	\$ 2,000.00	\$ -	\$ 2,000

Sub-Total	\$ 37,675	\$ 248,820
General Conditions (30%)	\$ 11,303	\$ 74,646
Contingency (15%)	\$ 5,651	\$ 37,323
Total Budget Repair Cost¹⁻³	\$ 54,629	\$ 360,789

Footnotes:

- Does not include cost for routine/preventative maintenance, operating management and other operating procedures such as housekeeping, security, utilities, etc.
- Repair items encompass typical repairs experienced in parking deck structures. Routine condition assessments should be performed by a parking consultant to update the repair schedule.
- Order of magnitude cost is based on TimHaahs' experience with similar restoration work. Cost is based on 2019 - dollars; escalation and design fees are excluded.
- Allowance provided for the anticipated scope of work.

Part 3

Conclusion

Summary

The Bay Harbor Islands Parking Garage is in excellent condition. The majority of the repairs warranted herein are routine maintenance to repair waterproofing materials that have a limited useful service life.

Due to exposure conditions, the joint and cove sealants on the top tier have experienced a faster rate of deterioration than the lower tiers. If untreated, the failed waterproofing sealants leave the garage at risk for accelerated deterioration in the form of concrete cracking, spalling, delamination and steel corrosion.

Our recommended repairs are broken out into two phases, with Phase 1 focusing on the top tier sealants and concrete repairs and Phase 2 addressing the balance of the recommended repairs and maintenance. The order of magnitude cost of repairs for the associated restoration work is estimated to be \$54,629 for Phase 1 and \$360,789 for Phase 2. This estimate includes a percentage for general conditions and contingency, excluding design fees, testing and other soft costs.

It is TimHaahs' recommendation to implement these repairs within one year for Phase 1 and within five years for Phase 2. Completion of the recommended repairs as part of an ongoing preventive maintenance program will help maintain the condition of this structure, prolong its useful life, decrease long-term maintenance costs, as well as provide a safe environment for parking patrons.

BHI-204 PARKING GARAGE EXPANSION JOINT REPLACEMENT & REPAIRS: OCTOBER 15, 2019.
BID TABLUATION

CONTRACTOR/BIDDER	CONC SLAB CRACK REPAIR	PART. DEPTH CONC SPALL REPAIR	JOINT SEALANT REPLACE (HORIZ.)	JOINT SEALANT REPLACE (VERT.)	COVE SEALANT REPLACE	EXP JOINT INSTALL @ ELEV LOBBY WALLS	MAINT. OF TRAFFIC	REFERENCE AVERAGE SCORE	BID BOND (Y/N)	PROOF OF INSURANCE (Y/N)	10% CONTINGENCY	TOTAL BID PRICE
CMQ CONTRACTORS	\$11,250.00	\$16,000.00	\$280,000.00	\$64,000.00	\$101,250.00	\$9,790.00	\$5,000.00	8.9	Y	Y	\$48,729.00	\$536,019.00
CONCRETE PROTECTION & RESTORATION	\$1,312.50	\$4,000.00	\$28,000.00	\$1,610.00	\$9,450.00	\$3,520.00	\$1,500.00	9.8	Y	Y	\$5,488.00	\$54,880.50
CONTRACTING SPECIALISTS, INC.	\$3,652.50	\$12,050.00	\$21,600.00	\$3,100.00	\$11,542.50	\$1,377.20	\$6,630.00	9.6	Y	Y	\$5,995.22	\$65,947.42
EXCELL CAULKING & WATERPROOFING	\$900.00	\$4,500.00	\$40,000.00	\$2,000.00	\$6,750.00	\$1,540.00	\$1,160.00	10.0	Y	Y	\$5,685.00	\$62,535.00
G. BATISTA & ASSOC.	\$4,275.00	\$7,500.00	\$152,000.00	\$6,950.00	\$51,300.00	\$5,038.00	\$9,999.50	9.9	Y	Y	\$23,706.25	\$260,768.75
INNOVATIVE MASONRY RESTROATION	\$2,100.00	\$3,750.00	\$20,000.00	\$2,400.00	\$5,400.00	\$3,630.00	\$36,000.00	9.9	Y	Y	\$7,328.00	\$80,608.00
WARD & ASSOC. (*DISQUALIFIED BIDDER)	\$1,425.00	\$4,650.00	\$24,000.00	\$1,700.00	\$10,462.50	\$2,662.00	\$3,750.00	10.0	Y	Y	\$4,864.95	\$53,514.45
MATCON CONSTRUCTION * (*DISQUALIFIED BIDDER)	\$2,100.00	\$8,400.00	\$30,800.00	\$2,280.00	\$7,803.00	\$2,090.00	\$4,169.00	0.0	Y	Y	\$5,962.20	\$63,604.20
SCORING: 100 IS THE HIGHEST, OR BEST POSSIBLE SCORE.								EVAL WEIGHT (25 PERCENT)			BID PRICE (WEIGHT:75 PERCENT)	OVERALL WEIGHTED SCORE
CMQ CONTRACTORS								22.0			7.5	29.5
CONCRETE PROTECTION & RESTORATION	LOWEST REPSONSIBLE BIDDER							24.5			73.1	97.6
CONTRACTING SPECIALISTS, INC.								24.0			60.9	84.9
EXCELL CAULKING & WATERPROOFING								25.0			65.8	90.8
G. BATISTA & ASSOC.								24.8			15.4	40.2
INNOVATIVE MASONRY RESTROATION								24.8			49.8	74.6
WARD & ASSOC.	DISQUALIFIED BIDDER: DID NOT PRESENT PROOF OF LICENSURE OR CERTIFICATION TO CONDUCT BUSINESS IN THE STATE OF FLORIDA AS STATED IN THE INSTRUCTIONS TO BIDDER SECTION OF BID DOCUMENT							25.0			75.0	100.0
MATCON CONSTRUCTION	DISQUALIFIED BIDDER: DID NOT PROVIDE PERFORMANCE EVALUATIONS PROPERLY							0.0				

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 15.

ITEM: Approval of a proposal from Coastal Risk Consulting in the amount of \$73,500 to conduct a Vulnerability Assessment and Adaptation Recommendations Study. Enclosed is a copy of the proposal submitted by Coastal Risk Consulting.

DESCRIPTION:

During this past legislative session in Tallahassee, the Town was awarded a \$70,000 Coastal Community Resiliency Grant to conduct a Vulnerability Assessment and Adaptations Recommendations Study.

This study, when completed, will be the first action taken by the Town to better understand the direct impacts climate change and the rising sea levels will have on its infrastructure and the community. The study will identify the Town's most vulnerable areas and will provide recommendations on how to help mitigate those impacts.

Coastal Risk Consulting has completed similar studies for Miami Shores Village and the Village of Key Biscayne. Attached is a copy of their proposal.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The cost to conduct the study is \$73,500, however, \$70,000 will be reimbursed by the Coastal Resiliency grant from the State. The net fiscal impact to the Town is \$3,500. This item will require an appropriation from General Reserves Fund.

BUDGET IMPACT:

Submitted By: Juan C. Jimenez, Town Manager

ATTACHMENTS

1. CRCBayHarborProposal080919



2385 NW Executive Center Drive, Suite 100
Boca Raton, FL 33431, USA

August 9, 2019

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

Mr. Jimenez,

We, the undersigned, offer to provide consulting services for the Town of Bay Harbor Islands for a Flood Vulnerability Assessment. Coastal Risk Consulting LLC is submitting this proposal to complete the following objectives:

1. Conduct a Flood Vulnerability Assessment in terms of the overall operations, health and well-being of the community;
2. Assess the impacts of flooding on key infrastructure owned and operated by the Town of Bay Harbor Islands;
3. Develop Recommendations to address the risks described in the Assessment;
4. Present the Assessment and Recommendations at a public meeting.

Please find a full description of the proposed project methodology below. We stand fully committed to engaging with you on this project to support the Town of Bay Harbor Islands to improve its resiliency.

We remain,

Yours sincerely,

Rajiv Krishnan, Chief Financial Officer
Coastal Risk Consulting, LLC
2385 NW Executive Center Drive, Suite 100
Boca Raton, FL 33431, USA

**Proposal for the Town of Bay Harbor Islands Vulnerability Assessment
and Adaptation Recommendations**

Submitted August 9, 2019

**Coastal Risk Consulting, LLC
2385 NW Executive Center Drive, Suite 100
Boca Raton, FL 33431, USA**

**Point of Contact: Hilary Stevens
302-379-3771
HilaryStevens@CoastalRiskConsulting.com**

Project Summary

The goal of this project is to provide actionable and credible information to the Town of Bay Harbor Islands (BHI) regarding its vulnerability to flooding from heavy rainfall, storm surges and sea level rise (SLR). Coastal Risk Consulting will work with our partners (The Team) to provide these services. The work products are:

1. Conduct a flooding and sea level rise Vulnerability Assessment of the community of Bay Harbor Islands;
2. Assess the physical impacts of flooding on key Town-owned and operated infrastructure;
3. Develop concept-level recommendations for measures for adaptation and to improve resilience to natural hazards and coastal inundation;
4. Present the Assessment at a public meeting.

Scope of Work

Coastal Risk will model current and future flood and extreme weather risks to the Town of Bay Harbor Islands due to tidal, storm, heavy rainfall, and groundwater flooding, as compounded by local SLR rates through 2039 (or other planning year, at the request of the Town). Coastal Risk will utilize the SLR curves recommended by the Southeast Florida Climate Compact, to ensure consistency with neighboring communities and best available science. The Vulnerability Assessment report will include maps delineating what parts of the community are currently exposed to flooding and what areas will be impacted in 2039 (+/- TBD).

The Team will start by meeting with key Town staff to review the project goals and to gather the needed data regarding the Town's infrastructure. After the execution of the initial Vulnerability Assessment, the Team will attend an additional work session with BHI staff to review preliminary findings and determine flooding scenarios for the additional assessments. It is expected that the technical discussions will lead to creative conversation on governance issues including land use regulations and building codes, closing the flood insurance protection gap, redesign and retrofitting of structures, updates for drainage flood control, water/wastewater infrastructure, and increased coastal protection.

Utilizing the model results and GIS data for the coastal flooding scenarios and groundwater level projections for the planning years (current and 20 years +/- TBD), the Team will analyze the model results, determine which of the following infrastructure components are at risk of damage, and summarize likely infrastructure impacts resulting from storms, high tides and groundwater elevations. The infrastructure components that will be analyzed include: Town-owned roadways, four bridges, a sanitary sewer pump station, stormwater management system, the City Hall building and the Ruth K. Broad K-8 School.

Roadway System

Coastal Risk Consulting will review the roadway system and determine the potential impacts resulting from flood events, extreme heat, and direct precipitation-induced damage.

BHI will provide the following items to assist the Evaluation:

- Survey data
- Digital / CADD assets
- Roadway as-built drawings / rehabilitation plans
- Planned roadway improvements
- Traffic volumes/studies

Bridges

The four causeways connecting BHI consist of simple span bridges supported on pier bents. Broad Causeway also features an open steel grid deck double leaf bascule bridge. The team will identify portions of the causeways impacted by the flood events. The evaluation will also take into consideration potential flooding of electrical/mechanical machinery and elements. The assessment will be based upon model results, and the following data provided by BHI:

- Survey data
- Digital/GIS/CADD data for assets
- Bridge as-built drawings / rehabilitation plans
- Current and historic bridge inspection reports
- Planned bridge and roadway improvements (including bridge rehabilitation or replacement)
- Bascule span machinery repair and bridge opening history
- Traffic volumes/studies

Buildings (City Hall and K-8 School)

Coastal Risk Consulting will review the model results and the as-built documentation of the structures (provided by the Town), determine the effects of the flood scenarios on the City Hall and the school, and identify the potential damages resulting from the flood events. In addition, exterior damages resulting from changing precipitation events as well as wind-driven precipitation will be highlighted. BHI will provide the following items to assist the evaluation:

- Survey data including elevation data
- City Hall and school as-built drawings / remodeling plans

Stormwater Management System

Coastal Risk Consulting will review the stormwater management system and determine the potential impacts resulting from flood and intense precipitations events, including potential need for short-term flooding.

BHI will provide the following items to assist the Evaluation:

- Survey data
- Digital/CADD/GIS data for assets
- Stormwater System as-built drawings / rehabilitation plans
- Planned stormwater improvements

Sanitary Sewer Pump Station

Engineers will review the one sanitary sewer pump station and determine the potential impacts resulting from the flood events including potential inundation periods.

BHI will provide the following items to assist the Evaluation:

- Survey data
- Digital/GIS/CADD data for assets
- Sanitary Sewer Pump Station as-built drawings / rehabilitation plans

This study does not include an analysis of the capacity of the stormwater management system or the pump station. If the Town needs to review the capabilities of these systems in light of the Assessment and the increased intensity of rainwater and high tide flooding that are expected in coming years and decades, Coastal Risk can work with the Town to develop and scope of work and additional proposal to cover these components.

The Team will review the Assessment with Town staff and discuss the findings and priorities. Coastal Risk will then develop recommendations for steps the Town can take to adapt to the risks of coastal inundation and natural hazards and become more resilient. These recommendations will be concept-level measures, specific to local assets and risks, and may include policy, infrastructure, and nature-based solutions.

Upon completion of the Flood Vulnerability Assessment, the Coastal Risk Team will present the findings at a public meeting and collect feedback from community residents. This meeting will include graphics and maps from the Assessment geared to a lay audience. The goal of the meeting is to raise public awareness of the impacts of coastal flooding and to provoke discussion about priority areas for mitigation efforts by the Town. The meeting advertising, location fees and insurances are anticipated to be secured by the Town.

Deliverables and Timeline

Task 1: Flood and Hazard Vulnerability Assessment

- Kick off meeting with Town staff to review project goals, expectations and data needs
- Model flooding from sea level rise, high tides, storm surge, heavy rainfall and elevated groundwater throughout Bay Harbor Islands to pinpoint the most vulnerable areas;

- Utilize projections of precipitation and temperature change to determine potential vulnerabilities from projected events;

Task 2: Infrastructure Assessment

- Assess impacts to the infrastructure components identified by the Town from coastal flooding, temperature, and precipitation, as identified in modeling efforts;
- Prepare written evaluation and maps to depict areas with infrastructure impacts to coastal flooding and other identified hazards;

Task 3: Resiliency Recommendations

- Review Assessment with Town staff to define priorities for adaptation measures;
- Develop concept-level recommendations to improve resilience, including policy changes, infrastructure improvements, and/or nature-based solutions;

Task 4: Public Meeting

- Present the Assessment and Recommendations at a public meeting with Coastal Risk experts on hand to address questions and take feedback;
- Submit final report to Town staff and Council.

Project Timeline

Task 1	10 weeks
Task 2	8 weeks
Task 3	8 weeks
Task 4	4 weeks, depending on venue and council meeting scheduling
Project Total	30 weeks

Fees

Coastal Risk Consulting will provide the services outlined above for a lump sum fee of \$73,500.

Thank you for requesting this proposal. The above proposal is valid for a period of 30 days from August 9, 2019. We look forward to hearing from you.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction of eight (8) dwelling units from the Villas at Bay Harbor Condominium Association (1150 98th Street) to Millenium Ambianta Corporation (9901 W. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The office of the Town Clerk received a Transfer of Development Rights (TDR) application on October 11th, 2019 for a private TDR transaction for eight (8) dwelling units. The receiving site (Millenium Ambianta Corporation) received site plan approval from the Planning & Zoning Board on September 24, 2019 to construct a thirty unit multi family development at the reference site.

Donor site: 1150 98th Street

Receiving site: 9901 W. Bay Harbor Drive

Number of units to be transferred: 8

Price per unit: \$63,000

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 office 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. TDR App. - 9901WBHD - The Villas at BHCA
2. BHI TDR Staff Report Ambeinta MFR 8 DU
3. Bldg Inspection Letter

4. Code TDR Inspection Report
5. 9901PZBAgenda9.3.19-9901 wbhd



Kristofer D. Machado

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

T: 305 374 5600
F: 305 374 5095

October 11, 2019

VIA HAND DELIVERY

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



RE: TDR Applications – 9901 W. Bay Harbor Drive

Mr. Jimenez:

On behalf of our client, Millenium Ambianta Corporation, owner of 9901 W. Bay Harbor Drive and 1175 99th Street in Bay Harbor Islands, Florida (the "Property"), we enclosed two complete applications seeking Town Council approval of Transfer of Development Rights in support of our client's proposed construction of a 7-story, 30-unit multifamily residential building at the Property. As you know, the Planning & Zoning Board approved our client's site plan on September 24, 2019.

The first enclosed application requests approval of a transfer of eight TDRs to be purchased from The Villas at Bay Harbor Condominium Association, Inc. The second enclosed application requests approval of a transfer of four TDRs to be purchased from Northern Star Condominium Association, Inc.

Please calendar the proposed TDR transfers for consideration by the Town Council on the next available hearing date, which we understand is November 12, 2019, and let us know if you require anything further from us at this time.

Thank you.

Sincerely,

Kristofer D. Machado

Enclosures

cc (via e-mail): Marlene M. Siegel, CMC, Town Clerk
Ayanidys J. Martinez, CEP, Building & Zoning Supervisor



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)	
DATE RECEIVED: <u>10/11/19</u>	TDR UNIT COST: \$ <u>63,600.00</u>
TDR UNITS REQUESTED <u>8</u>	PROJECT TOTAL UNITS <u>30</u>
APPROVAL DATE : _____ APPROVED BY: _____	

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Millenium Ambianta Corporation c/o Kristofer D. Machado, Esq., Akerman LLP		
Phone (305)982-5658	e-mail kristofer.machado@akerman.com	Fax ()
Address 98 SE 7th Street, Suite 1100		
City and State Miami, Florida		Zip Code 33131
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Millenium Ambianta Corporation	
Phone (305) 982-5658	e-mail kristofer.machado@akerman.com Fax ()
Address c/o Akerman LLP, 98 SE 7th Street, Suite 1100	
City and State Miami, Florida	Zip Code 33131
Property Address/Location 9901 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154	
Legal Description: LOT(S) 11 & 12 BLOCK 8	
Folio Number 13-2227-075-0010 through 0080	Current Zoning RM-2
Property size +/- 19,000 sf / 22,366 sf	Purchase date 12/2018
Existing use of the property Multifamily	
Describe Existing Structure on Property The property is currently improved with two buildings with 8 total residential units. The buildings will be demolished to make way for a new 30-unit building.	
Dwelling units to be received 8 (as part of this TDR application)	
Total Dwelling units including TDR 30 (in new building approved by the P&Z Board on 9/24/2019)	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 9/24/2019

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 (305) 749-2341	e-mail robert@robertyaffe.com	Fax ()
Address c/o Robert H. Yaffe, Esq., 11900 Biscayne Boulevard, Suite 806		
City and State Miami, Florida		Zip Code 33181
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 +/- 33,750	Purchase date N/A (Condominium)	
Existing use of the property Multifamily condominium		
Describe Existing Structure on Property 18-unit multifamily condominium		
Dwelling units to be transferred to TDR Bank 8		
Units permitted 26 (8 TDR units available for transfer)		

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: Juan A. Suarez, Suarez Surveying & Mapping, Inc.		
Address 15190 SW 136th Street, Suite 20, Miami, Florida 33196		
Phone (305) 596-1799	e-mail suarezsurveying@gmail.com	Fax (305) 596-1886

Name of Surveyor Donor Site: Juan A. Suarez, Suarez Surveying & Mapping, Inc.		
Address 15190 SW 136th Street, Suite 20, Miami, Florida 33196		
Phone (305) 596-1799	e-mail suarezsurveying@gmail.com	Fax (305) 596-1886

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ **Building must have obtained 40 or 50 Year Certification - If Applicable**
- ☐ **Outstanding Liens or Code Violations must be cured and/or paid - If Applicable**

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)

10/11/2019
Date

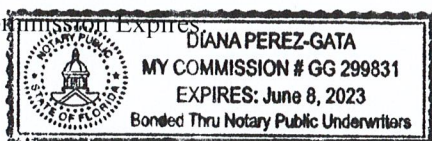
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of October, 2019,
by CARLOS BALART AS AUTHORIZED SIGNATORY on behalf of
Millennium Ambiente Corp., 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:



[Signature]
Notary Public, State of Florida
Print Name: Diana Perez-Gata

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

Frederick Koczwara, President 10/11/19

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 11 day of October, 2019,
by Frederick Koczwara on behalf of
McVillas at Bay Harbor Grand Condo Inc., 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:

[Signature]

Notary Public, State of Florida

Print Name: _____



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

Folio No. 13-2227-075-0010

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 11 day of December 2018, between **Daniel Roy Farcus and Allison Blair Farcus, husband and wife**, both with a mailing address of 128 Briarwood Road, Mt. Laurel, NJ 08054 (collectively "Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property"):

Condominium Unit A-1, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, reside in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: B. Loria
Witness

Allison Blair Farcus
Allison Blair Farcus

Print Name: Brie Loria

Sign Name: Carol Persicketti
Witness

Print Name: CAROL PERSICKETTI

STATE OF NJ

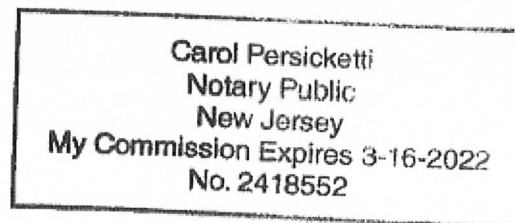
COUNTY OF Camden

The foregoing instrument was acknowledged before me this 11 day of December 2018, by Allison Blair Farcus. She is personally known to me or has produced Driver's License as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: Carol Persicketti

Print Name: CAROL PERSICKETTI
NOTARY PUBLIC



SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name:

B. Loria
Witness

Daniel Roy Farcus

Print Name:

Bre Loria

Sign Name:

Carol Persicketti
Witness

Print Name:

CAROL PERSICKETTI

STATE OF

NJ

COUNTY OF

Canden

The foregoing instrument was acknowledged before me this 11 day of December 2018, by Daniel Roy Farcus. He is personally known to me or has produced Dr. Licenses as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:

Carol Persicketti

Print Name:

CAROL PERSICKETTI

NOTARY PUBLIC

Carol Persicketti
Notary Public
New Jersey
My Commission Expires 3-16-2022
No. 2418552

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-1 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Allison Blair Farcus and Daniel Roy Farcus.

The approval to purchase Unit A-1 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

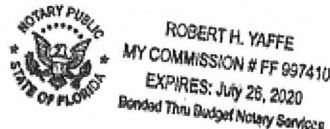
By Giovanni A. Vercara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vercara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

Folio No. 13-2227-075-0020

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 10 day of December, 2018, between **JJAB, LLC, a Florida limited liability company**, having an address of 5901 NW 151 Street #126, Miami Lakes, FL 33014 ("Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property):

Condominium Unit A-2, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, resides in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for **2018** and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

In Witness Whereof, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
company,
in the presence of:

JJAB, LLC, a Florida limited liability

Sign Name: _____

Witness

By: _____

Traci Waserstein, Manager

Print Name: _____

Sign Name: _____

Witness

Print Name: _____

STATE OF _____

COUNTY OF _____

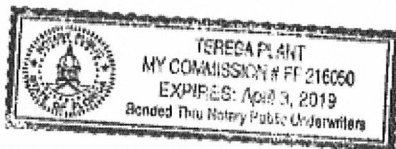
The foregoing instrument was acknowledged before me this 10 day of December 2018, by Traci Waserstein, as Manager of JJAB, LLC. She is personally known to me or has produced _____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____

NOTARY PUBLIC



**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-2 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by JJAB, LLC, a Florida Limited Liability Company.

The approval to purchase Unit A-2 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By Giovanni A. Vazquez, Pres
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of December, 2018, by Giovanni Vazquez as _____ of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180782218 BOOK 31271 PAGE 4224
DATE:12/28/2018 04:22:17 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0030

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 17 day of December 2018, between **Patricia Ann Moteleone Questel**, a single woman, with a mailing address of 9901 West Bay Harbor Drive, A-3, Bay Harbor Islands, FL 33154 ("Grantor"), and **Millenium Ambienta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property):

Condominium Unit A-3, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: Felix A. Valdez
Witness

Patricia M. Questel
Patricia Ann Moteleone Questel

Print Name: Felix A Valdez

Sign Name: Robert H. Yaffe
Witness

Print Name: Robert H Yaffe

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of December 2018, by Patricia Ann Moteleone Questel. She is personally known to me or has produced Fla. ID card as identification (*strike one*). 

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: Robert H. Yaffe

Print Name: Robert H Yaffe
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-3 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by PATRICIA ANN MOTELEONE QUESTEL.

The approval to purchase Unit A-3 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni A. Vergara
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

R

Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

Prepared by:
Stefania Bologna, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
100 S.E. 2nd Street Suite #3800
Miami, FL 33131
305-341-2262
File Number: Martelli Sale
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11th day of December, 2018 between **Luigi Martelli, a married man and Alessio Martelli, a single man** whose post office address is **Via Copenhagen 9, Rome, 00144, Italy**, grantor, and **Millenium Ambianta Corporation, a Florida corporation** whose post office address is **16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160**, 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:

Unit A-4 of Arias Condominium, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 11233, Page 1679, and all exhibits and amendments thereto, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-075-0040

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

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, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

L.M. A.M

CFN: 20180781770 BOOK 31271 PAGE 2292

Signed, sealed and delivered in our presence:

Luigi Martelli
Witness Name: Anita Marrale

Luigi Martelli
Witness Name: Simone Marcelli

Alessio Martelli
Witness Name: Anita Marrale

Alessio Martelli
Witness Name: Simone Marcelli

Luigi Martelli (Seal)
Luigi Martelli

Alessio Martelli (Seal)
Alessio Martelli

Country of Italy Republic of Italy
City of _____ Province of Rome
 City of Rome
 Embassy of the United States of America } SS

The foregoing instrument was acknowledged before me this 11 day of December, 2018 by Luigi Martelli and Alessio Martelli, who ☐ are personally known or ☒ have produced passports as identification.

[Notary Seal]

Sarah Moyer
Notary Public
Vice Consul
Printed Name: Sarah Moyer
Vice Consul

My Commission Expires: Indefinite

Warranty Deed - Page 2

DoubleTime®

This document consists of 2 pages,
each initialed by the affiant/acknowledger

L.M. A.M

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-4 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Allesio Martelli and Luigi Martelli.

The approval to purchase Unit A-4 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By Giovanni A. Vergano, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergano, as Pres. of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ~~personally known to me~~, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781926 BOOK 31271 PAGE 2982
DATE:12/28/2018 03:50:06 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0050

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **Giovanni Hernandez-Vergara a/k/a Giovanni Vergara**, a married man, with a mailing address of 253 NE 69th Street, Miami, FL 33168 ("Grantor"), joined by his wife, Eva Udon Sorawat, and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property):

Condominium Unit B-1, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for **2018** and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: _____

Latitudes Barrios
Witness Natidad Barrios

Eva Udon Sorawat

Eva Udon Sorawat

Print Name: _____

Sign Name: _____

R
Witness

Print Name: _____

Robert H. Yaffe

STATE OF Florida

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **Eva Udon Sorawat**. She is personally known to me or has produced _____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

R

Print Name: _____

Robert H. Yaffe

NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: Natalia Vergara
Witness Natalia Vergara

Giovanni Hernandez-Vergara a/k/a
Giovanni Vergara

Print Name: _____

Sign Name: RK
Witness

Print Name: Robert H. Yaffe

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **Giovanni Hernandez-Vergara a/k/a Giovanni Vergara**. He is personally known to me or has produced _____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: RK

Print Name: Robert H. Yaffe
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Divided Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-1 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by GIOVANNI HERNANDEZ VERGARA.

The approval to purchase Unit B-1 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni A. Vergara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.



Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781928 BOOK 31271 PAGE 2988
DATE: 12/28/2018 03:50:22 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0060

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **Gustavo D. Paniagua and Luz Marina Vega-Paniagua, husband and wife**, with a mailing address of 1175 99th Street, Apt. B-2, Bay Harbor Islands, FL 33154 ("Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property):

Condominium Unit B-2, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: *Victoriano Torres*
Witness *Victoriano Torres*

Luz Marina Vega
Luz Marina Vega-Paniagua

Print Name: _____

Sign Name: *R*
Witness

Print Name: *Robert H. Yaffe*

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **Luz Marina Vega-Paniagua**. She is personally known to me or has produced Florida Drivers License as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: *R*

Print Name: *Robert H. Yaffe*
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 957410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: _____

Witness

Natividad Barios
Natividad Barios

Gustavo D. Paniagua
Gustavo D. Paniagua

Print Name: _____

Sign Name: _____

Witness

Print Name: _____

STATE OF FloridaCOUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 19 day of December
2018, by **Gustavo D. Paniagua**. He is personally known to me or has produced
Florida Drivers License as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____

NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-2 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Gustavo D Paniagua and Luz M Paniagua.

The approval to purchase Unit B-2 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

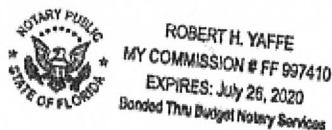
By: Giovanni A. Vazquez, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vazquez, as President of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781777 BOOK 31271 PAGE 2309
DATE: 12/28/2018 03:25:42 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0070

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **David Alejandro Fuentes**, with a mailing address of 31 SE 6th Street #1907, Miami, FL 33131 ("Grantor"), joined by his wife, Sara Velez Ospina, and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property):

Condominium Unit B-3, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, reside in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: Natividad Barrios
Witness

Print Name: Natividad Barrios

Sign Name: R
Witness

Print Name: Robert Yaffe

DAVID FUENTES
David Alejandro Fuentes

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **David Alejandro Fuentes**. He is ~~personally~~ known to me or has produced R. Yaffe as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: R

Print Name: Robert Yaffe

NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: *Arturo S. Sapien*
Witness *Nahidao Barrio*

SARA VELEZ
Sara Velez Ospina

Print Name: _____

Sign Name: *R*
Witness

Print Name: *Robert Yaffe*

STATE OF *Florida*

COUNTY OF *Miami-Dade*

The foregoing instrument was acknowledged before me this *19* day of *December*
2018, by Sara Velez Ospina. She is ~~personally known~~ to me or has produced
R. Danny Lucero as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: *R*

Print Name: *Robert Yaffe*
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 897410
EXPIRES: July 26, 2020
Bonded thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-3 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by DAVID ALEJANDRO FUENTES.

The approval to purchase Unit B-3 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni A. Vergara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as President of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Dedicated Through Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781775 BOOK 31271 PAGE 2304
DATE: 12/28/2018 03:25:31 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0080

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 11 day of December 2018, between **E95 FLORIDA PROPERTIES "LLC"**, a Florida limited liability company, having an address of 3540 N 53rd Avenue, Hollywood, FL 33021 (collectively "Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property"):

Condominium Unit B-4, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, resides in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

In Witness Whereof, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

E95 FLORIDA PROPERTIES "LLC"

Sign Name: [Signature]
Witness

By: [Signature]
Paula Sperber-Moshe

Print Name: Sam Moshe

Sign Name: [Signature]
Witness

Print Name: Robert Yaffe

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 11 day of December 2018, by Paula Sperber-Moshe, as Manager of **E95 FLORIDA PROPERTIES "LLC"**. She is personally known to me or has produced Florida Driver's License as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: [Signature]

Print Name: Robert Yaffe
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Serving The Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-4 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by **E95 FLORIDA PROPERTIES "LLC", a Florida limited liability company.**

The approval to purchase Unit B-4 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

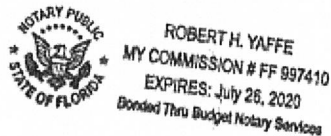
By: Giovanni H. Varga, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Varga, as Pres. of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:





CFN 2004R1002972
OR 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.

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Rafael 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 ☒ 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.

SELLO DE
LEGITIMACIONES Y
LEGALIZACIONES

NIHL PRIETO
A02426

0864042749

A464098681

1. En la ciudad de Madrid (España)	
2. El presente documento público	
3. Ha sido firmado por <u>D. Enrique</u>	
4. Actuando en calidad de <u>NOTARIO</u>	
5. Se halla sellado/timbrado con el de su Notaría	
6. CERTIFICADO	
7. En Madrid	8. El <u>13 de octubre 2004</u>
9. Por el Decano del Colegio Notarial de Madrid	
10. Con el número <u>57.938</u>	11. Fímme:
12. Sello/timbre:	13. Fímme:

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]

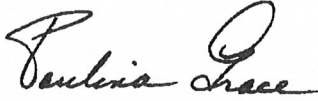
AUTHENTICATION
(Hague Convention of October 5, 1961)
(Royal Decree No. 2453/1976 of October 2, 1976)

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



**FIRST AMENDMENT TO AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS FIRST AMENDMENT TO AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Amendment") is entered into on this 8 day of October 2019, by and between THE VILLAS AT BAY HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Seller"), and MILLENIUM AMBIENTA CORPORATION, a Florida corporation, together with its successors and assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer's predecessor, Porto Alegre Investments, LLC (the "Original Buyer"), entered into a certain Agreement to Purchase Transfer of Development Rights, dated effective as of November 13, 2018, through which Seller agreed to sell to Original Buyer, and Original Buyer agreed to purchase from Seller, seven (7) transfer of development rights units for use in the redevelopment of real property in the Town of Bay Harbor Islands, Florida (the "Agreement");

WHEREAS, on December 20, 2018, Original Buyer assigned all of its right, title, and interest in and to the Agreement to Buyer and delivered written notice of such assignment to Seller;

WHEREAS, Seller desires to sell one (1) additional transfer of development rights unit to Buyer, and Buyer desires to purchase the same from Seller, on the terms and conditions of this Amendment; and

WHEREAS, Seller and Buyer desire to amend the Agreement to reflect the purchase and sale of such additional transfer of development rights unit, and to make certain other adjustments.

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. **Recitals; Definitions.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. **Villas TDR Units.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, one (1) additional Villas TDR Unit at a purchase price of Sixty-Three Thousand and 00/100 Dollars (\$63,000.00), subject to adjustment as provided in Section 2(c) of the Agreement, and upon all other terms and conditions of the Agreement. All references to the "Villas TDR Units" in the Original Agreement (including, without limitation, in Exhibit C thereof) shall be deemed to be references to eight (8) Villas TDR Units.

3. **Purchase Price.** The Purchase Price, as defined in Section 2(b) of the Agreement, is hereby increased to Five Hundred and Four Thousand and 00/100 Dollars (\$504,000.00) to account for the purchase of the additional Villas TDR Unit.

4. **Termination Provisions.** Sections 5(b), (c), (d), and (f) of the Agreement are hereby amended by deleting the ~~stricken~~ text, and inserting the underlined text, as and where indicated below:

(b) If, on ~~August 1, 2019~~ January 31, 2020, the transfer of the Villas TDR Units from the Donor Parcel to the Receiving Parcel has not been finally approved by, and is not then scheduled for a final hearing before, the Town Council;

- (c) If, on ~~August 1, 2019~~ January 31, 2020, the Site Plan has not been finally approved by the Town's Development Review Committee, Planning and Zoning Board, and Town Council, as applicable, in each case with only those conditions that are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;
- (d) If, as of ~~August 1~~ September 24, 2019, the Site Plan is not scheduled for hearing before the Town's Planning and Zoning Board;
- (f) If the Closing does not occur on or before ~~December 31, 2019~~ January 31, 2020.

5. **Ratification.** The Agreement, as modified by this Amendment, is hereby ratified and confirmed and remains in full force and effect.

6. **Counterparts.** This Amendment 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 Amendment, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Amendment may be transmitted via facsimile, scanned and e-mailed, or made electronically or digitally, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures follow]

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment 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: Frederick J Koczvara
Name: Frederick Koczvara
Title: President

BUYER:

MILLENIUM AMBIENTA CORPORATION,
a Florida corporation

By: Claudio Cordero
DocuSigned by:
B0B5E972293B48E...
Title: President

ESCROW AGENT:

AKERMAN LLP

By: _____
Name:
Title:

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of December 20, 2018 (the "Effective Date"), by and between PORTO ALEGRE INVESTMENTS, LLC, a Florida limited liability company ("Assignor"), and MILLENIUM AMBIENTA CORPORATION, a Florida corporation ("Assignee").

RECITALS

A. Assignor entered into that certain Agreement to Purchase Transfer of Development Rights, dated as of November 13, 2018, by and between Assignor, as Buyer, and The Villas at Bay Harbor Condominium Association, Inc., a Florida not-for-profit corporation, as Seller (the "Contract"), relating to the purchase and sale of seven transfer-of-development-rights units for the benefit of the real property located at 9901 West Bay Harbor Drive, Bay Harbor Islands, Florida (the "Property").

B. Assignor, as required by the Contract, deposited with Escrow Agent the Initial Deposit in the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00).

C. Assignee purchased the Property on December 19, 2018, and Assignor now wishes to assign the Contract and the Initial Deposit to Assignee, and Assignee wishes to assume the Contract and accept the Initial Deposit from Assignor.

NOW THEREFORE, in consideration of the promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS

1. Recitals; Capitalized Terms. The Recitals in this Assignment are true and correct in all respects and are incorporated herein by reference as if set forth herein. Capitalized terms used, but not otherwise defined in this Assignment, shall have the meanings ascribed to such terms in the Contract.

2. Contract Rights. Assignor hereby conveys, transfers, and assigns unto Assignee all of Assignor's right, title, and interest, as Buyer, in and to the Contract, together with all the rights and benefits thereunder, including, but not limited to, the Initial Deposit.

3. Performance and Assumption by Assignee. Assignee hereby assumes, from and after the Effective Date, all of Assignor's rights and obligations, as Buyer, under the Contract and agrees faithfully to observe and perform all of the obligations and agreements imposed upon Assignor, as Buyer, thereunder.

4. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Florida.

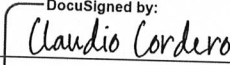
5. Binding Effect. This Assignment shall be binding upon the heirs, successors, legal representatives, and permitted assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in any number of counterparts (whether facsimile or original), each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or electronic signature and delivered by e-mail in a portable document format (.pdf), which shall, for all purposes, serve as an original executed counterpart of this Assignment upon delivery of an executed copy hereof by facsimile or e-mail.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

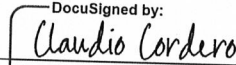
ASSIGNOR:

PORTO ALEGRE INVESTMENTS, LLC,
a Florida limited liability company

By: 
Name: Claudio Cordero
Title: Manager

ASSIGNEE:

MILLENIUM AMBIENTA CORPORATION,
a Florida corporation

By: 
Name: Claudio Cordero
Title: President

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 13th day of November 2018 ("Effective Date") by and between THE VILLAS AT BAY HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Seller"), and PORTO ALEGRE INVESTMENTS, LLC, a Florida limited liability company, together with its successors and assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of seven (7) transfer of development rights units (collectively, the "Villas TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the property more particularly described in **Exhibit A** attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town's Code of Ordinances (the "Town Code") governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is the contract purchaser of the real property located in the Town more particularly described in **Exhibit B** attached hereto (the "Receiving Parcel"), upon which there currently exist eight (8) condominium units (the "Condominium Units");

WHEREAS, Buyer intends to acquire and redevelop the Receiving Parcel with a multi-story residential building comprising approximately thirty-four (34) residential units with ancillary parking and amenities (the "Project"), as shown on those certain site development plans to be approved by the Town (collectively, the "Site Plan");

WHEREAS, the Project requires the purchase of certain transfer of development rights units ("TDR Units") under the TDR Ordinance; and

WHEREAS, Buyer desires to purchase the Villas TDR Units from Seller, and Seller desires to sell the Villas 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 Villas 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, Buyer shall deposit in escrow with Akerman LLP, 98 SE 7th Street, Suite 1100, Miami, FL 33131, Attention: Michelle N. Gonzalez, Esq. ("Escrow Agent") the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Initial Deposit"), to be delivered to Seller at Closing (as defined below) and applied as a credit against the Purchase Price (as defined below) at Closing, subject to the terms and conditions of this Agreement. Within two (2) business days after the Town Manager or his designee makes the TDR Determination (as defined below), approving in writing the eligibility of the transfer by Seller to Buyer of the Villas TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in

escrow with the Escrow Agent the additional sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing, subject to the terms and conditions of this Agreement. 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 Deposit in accordance with the terms and conditions of this Agreement.

(b) The purchase price of the Villas TDR Units is Four Hundred and Forty-One Thousand and 00/100 Dollars (\$441,000.00) (the "Purchase Price"), that is, Sixty-Three Thousand and 00/100 Dollars (\$63,000.00) per Villas TDR Unit, subject to adjustment as provided in Section 2(c) below. The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable in immediately available funds, by wire transfer, at Closing.

(c) Notwithstanding anything to the contrary, if the Closing occurs after June 1, 2019, then the Purchase Price as of the Closing Date shall be adjusted proportionally upward to reflect any corresponding percentage increase in the sales price, as of the Closing Date, of Town-owned TDR Units transferred to non-waterfront properties, based on the Town-adopted TDR appraisal report then in effect. For example, if the Closing occurs after June 1, 2019, and, at the time of Closing, the sales price of Town-owned TDR Units transferred to non-waterfront properties is five percent (5%) greater than the sales price of such TDR Units as of the Effective Date of this Agreement, then the Purchase Price shall increase by five percent (5%) to account for such change.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing") of the purchase and sale of the Villas TDR Units under this Agreement shall take place on the last to occur of the following (such date, the "Closing Date"): (i) August 1, 2019; (ii) three (3) business days after the date on which all of Buyer's closing conditions have been satisfied or waived by Buyer in writing; or (iii) such other date as is designated in writing by mutual agreement of the parties. The Closing shall occur at the offices of Escrow Agent; provided, however, that 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, simultaneously with the Closing, of any additional TDR Units required for the Project.

4. **Closing Costs.** Buyer shall pay the cost of recording the Deed (as defined below) and any documentary stamps assessed thereon, if any. Seller shall pay for any application fees required by the Town for the transfer of the Villas TDR Units, as well as the cost of recording the Restrictive Covenant (as defined below). Each party shall be responsible for paying their own attorney fees related to the submission, approval, and closing of the transactions contemplated by this Agreement.

5. **Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

- (a) If Buyer does not acquire fee simple title to the Receiving Parcel, and the eight (8) Condominium Units, on or before December 21, 2018 or such later date as Buyer may agree to under the terms of Buyer's purchase contracts for each of the Condominium Units;
- (b) If, on August 1, 2019, the transfer of the Villas TDR Units from the Donor Parcel to the Receiving Parcel has not been finally approved by, and is not then scheduled for a final hearing before, the Town Council;

- (c) If, on August 1, 2019, the Site Plan has not been finally approved by the Town's Development Review Committee, Planning and Zoning Board, and Town Council, as applicable, in each case with only those conditions that are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;
- (d) If, as of August 1, 2019, the Site Plan is not scheduled for hearing before the Town's Planning and Zoning Board;
- (e) If the Donor Parcel is not in compliance with all of the requirements of the Town Code as determined by the Town, and Seller does not remedy all such deficiencies no later than thirty (30) days after the date Seller first learns or is advised of such deficiencies; and
- (f) If the Closing does not occur on or before December 31, 2019.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller upon the occurrence of any one or more of the above Termination Events, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

Seller, at Seller's sole option, may terminate this Agreement by written notice to Buyer only upon the occurrence of Termination Events (a), (b), (d), or (f) 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 deadlines set forth under this Section 5 are subject to tolling to account for Force Majeure events as described in Section 16 below.

6. 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 any of the Villas TDR Units;
- (b) Seller has good, valid and marketable title to all of the Villas 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, deliver, and perform under 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; and
- (d) 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 all of the Villas TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel (the "TDR Determination").

7. 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.

8. **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) Buyer shall have acquired fee simple title to the Receiving Parcel and the eight (8) Condominium Units;

(b) Seller shall have fully performed each covenant and agreement to be performed by Seller under this Agreement, and each representation and warranty made in this Agreement by Seller shall be complete, true, and accurate as of the Closing Date;

(c) Buyer shall have obtained an affirmative resolution of the Town Council approving the transfer of the Villas TDR Units from the Donor Parcel to the Receiving Parcel, with only those conditions as are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;

(d) Buyer shall have obtained an affirmative resolution of the Town Council approving the transfer of any additional TDR Units to the Receiving Parcel as are necessary, appropriate, or convenient, in Buyer's discretion, for the construction of the Project, with only those conditions as are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;

(e) The Site Plan shall have been finally approved by the Town's Development Review Committee, Planning and Zoning Board, and Town Council, as applicable, in each case with only those conditions that are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction, and shall be and remain in full force and effect;

(f) The Donor Parcel shall be in compliance with all of the requirements of the Town Code as determined by the Town; and

(g) There shall be no development or building moratorium affecting the Receiving Parcel as of the Closing Date.

If any of the foregoing conditions are not satisfied at or before Closing, then 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.

9. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

- (a) Execute and deliver to Seller an original of a closing statement setting forth the Purchase Price and the closing adjustments and prorations, if any, in form and substance satisfactory to Buyer and Seller (the "Closing Statement");
- (b) Pay the balance of the Purchase Price (less the Deposit) described in paragraph 2(b); and
- (c) Execute and deliver to Seller 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. **Seller's Obligations at Closing.** Seller shall execute and deliver the following documents to Buyer at the Closing:

- (a) A duly signed original of the Closing Statement;
- (b) A duly signed original of that certain Warranty Deed for Transfer of Development Rights, the form of which is attached hereto and incorporated herein as **Exhibit C** (the "Deed");
- (c) A duly signed original of a restrictive covenant in recordable form, restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content approved by the Town Attorney (the "Restrictive Covenant");
- (d) A duly signed original 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 the transactions contemplated by this Agreement as may be reasonably required by Buyer;
- (f) A duly signed original "bring-down" certificate stating that all of Seller's representations and warranties contained in this Agreement are complete, true, and accurate as of the Closing Date; and
- (g) 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.

11. **Escrow Agent.**

11.1 General Conditions of Escrow

(a) Escrow Agent shall hold the Deposit in escrow in a non-interest bearing account at Wells Fargo Bank, N.A. until the Closing, or sooner termination of this Agreement and shall pay over or apply the Deposit in accordance with the terms of this paragraph. If Buyer shall be entitled to a return of the Deposit pursuant to the terms of this Agreement, the Deposit shall be paid by Escrow Agent to Buyer. At the earlier of Buyer's default hereunder or if the Closing Date occurs, the Deposit shall be paid by Escrow Agent to Seller.

(b) If for any reason the Closing does not occur pursuant to the terms of this Agreement and either party makes a written demand ("Demand Party") upon Escrow Agent for payment of the Deposit ("Demand Notice"), Escrow Agent shall give written notice ("Escrow Agent Notice") to

the other party ("Non-Demand Party") of such demand together with a copy of the Demand Notice. It shall be a condition precedent to Escrow Agent's release of the Deposit that the Demand Notice to Escrow Agent be in writing.

(c) If Escrow Agent does not receive a written objection ("Objection Notice") from the Non-Demand Party to the proposed disbursement of the Deposit within ten (10) days after the date Escrow Agent gives the Escrow Agent Notice to the Non-Demand Party, Escrow Agent is hereby authorized to make such disbursement of the Deposit to the Demand Party.

(d) If (i) Escrow Agent receives an Objection Notice from the Non-Demand Party within such ten (10) day period, or if for any other reason Escrow Agent in good faith elects not to make such disbursement of the Deposit, or (ii) a dispute arises as to the rights of the parties in and to, or the disposition of, the Deposit, then Escrow Agent shall have the right to (A) hold and retain all or any part of the Deposit until Escrow Agent: (1) receives a written notice from the Non-Demand Party withdrawing the Objection Notice, (2) receives a written notice signed by both parties directing disposition of the Deposit or (3) such dispute is settled or finally determined by litigation, arbitration or as otherwise evidenced in a writing delivered to Escrow Agent, or (B) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement, or (C) institute an action in interpleader or other similar action in an appropriate court in the State of Florida, or (D) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit. In the event Escrow Agent elects to file an action in interpleader to resolve the dispute, then upon filing such action, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action and the court shall award such attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until such dispute is settled or finally determined by litigation, arbitration or otherwise.

(e) Any notice to or demand upon Escrow Agent shall be in writing, shall be delivered at the address set forth above for Escrow Agent and shall be sufficient only if received by Escrow Agent within the applicable time period set forth above. Notices from Escrow Agent to Seller or Buyer shall be given pursuant to the terms of the Section of this Agreement applicable to the giving of notices to and from the parties hereto.

11.2 Limitation of Liability

(a) Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument.

(b) Escrow Agent shall not be bound in any way by any other contract or understanding between the parties, whether or not Escrow Agent has knowledge thereof or consents thereto unless such consent is given in writing.

(c) Escrow Agent's sole duties and responsibilities shall be to hold and disburse the Deposit in accordance with this Agreement provided, however, that Escrow Agent shall have no responsibility for the clearing or collection of any check(s) representing the Deposit.

(d) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for damage caused by the gross negligence or willful misconduct of Escrow Agent.

(e) Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement.

(f) Escrow Agent may resign at any time upon at least ten (10) days' prior written notice to the parties. If, prior to the effective date of such resignation, the parties shall all have approved, in writing, a successor escrow agent, then upon the resignation of Escrow Agent, Escrow Agent shall deliver the Deposit to such successor escrow agent. From and after such resignation and the delivery of the Deposit to such successor escrow agent, Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason the parties shall not approve a successor escrow agent within such period, Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction, pending the approval of a successor escrow agent, and upon such deposit Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement.

(g) Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrow Agent (including counsel fees, whether of outside counsel or of Escrow Agent's counsel, and court costs) by reason of Escrow Agent's acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except as a result of Escrow Agent's gross negligence or willful misconduct. To the extent that Escrow Agent holds the Deposit under the terms of this Agreement, the parties agree that Escrow Agent may charge the Deposit with any such attorneys' fees, court costs and expenses as they are incurred by Escrow Agent. Escrow Agent may consult with counsel of its own choice, including counsel within its own firm, and shall have full and complete authorization and protection in accordance with the opinion of such counsel.

(h) Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following: (i) the financial status or insolvency of any other party, or any misrepresentation made by any other party; (ii) any legal effect, insufficiency or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties, whether or not Escrow Agent prepared such instrument; (iii) the default, error, action or omission of any other party or any actions taken by Escrow Agent in good faith, except for Escrow Agent's gross negligence or willful misconduct; (iv) any loss or impairment of the Deposit that has been deposited in escrow while the Deposit is in the course of collection or while the Deposit is on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of the Deposit due to the invalidity of any draft, check, document or other negotiable instrument delivered to Escrow Agent; (v) any loss or impairment of the Deposit arising from any insufficiency of FDIC insurance coverage (up to \$250,000) for funds held in a financial institution (vi) the expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent, has instructed the Escrow Agent to comply with said time limit;

and (vii) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(i) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be an agent of either party except for Escrow Agent's representation of Buyer in connection with this Agreement and the transaction referred to herein.

(j) The parties represent that prior to the negotiation and execution of this Agreement they were advised that Escrow Agent is the law firm representing Buyer as its attorney in connection with this Agreement and the transaction referred to in this Agreement. The parties covenant that they shall not object, on the grounds of conflict of interest or otherwise, to Escrow Agent's continuing to act as Buyer's attorney in connection with this Agreement and the transaction contemplated herein. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Buyer, notwithstanding that Escrow Agent shall continue to have the duties provided for in this Agreement.

11.3 Miscellaneous

(a) If the Deposit is to be placed in an interest bearing account, the party entitled to the interest shall furnish a taxpayer identification number to Escrow Agent. Escrow Agent does not have to place the Deposit in an interest bearing account until such taxpayer identification number is furnished to Escrow Agent.

(b) The parties acknowledge that the disbursement of the Deposit may require a completed W-8 or W-9 form and any other documentation required to satisfy Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act"). The parties agree to execute such documents as is required to satisfy such governmental requirements.

(c) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

(d) The terms and provisions of this Article shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

(e) In the event Escrow Agent holds the Deposit for a period exceeding twelve (12) months following the Effective Date of this Agreement, Escrow Agent shall thereafter have the right, in its sole discretion, to terminate the escrow in which event it shall either deposit such Deposit with the court or deposit the Deposit with a third party mutually agreeable to parties. Escrow Agent shall give the parties not less than ten (10) days prior notice of such election.

(f) The parties agree that this Agreement shall be effective and in full force and effect upon the execution and delivery of this Agreement by Seller and Buyer, notwithstanding that the Escrow Agent has not yet executed this Agreement as Escrow Agent.

(i) Except for the delivery of Form 1099's, the Escrow Agent shall have no duty to prepare or file any Federal or state tax return or report with respect to any funds held under this

Agreement or any earnings thereon. With respect to the preparation and delivery of Form 1099's and all matters pertaining to the reporting of earnings on funds held under this Agreement, the Escrow Agent shall be entitled to request and receive written instructions from the Seller and Buyer and the Escrow Agent shall be entitled to rely conclusively and without further inquiry on such written instructions. Any taxes payable on income earned from the investment of any sums held in escrow under this Agreement shall be paid by the party entitled to receive such income, whether or not the income was distributed by the Escrow Agent to such party during any particular year, as and to the extent required under the provisions of the Internal Revenue Code.

11.4 Deposit of Funds

The Deposit will be processed for collection in the normal course of business. No disbursement will be made until the Deposit has been irrevocably credited to Escrow Agent's account. Escrow Agent may commingle the Deposit received in escrow with escrow deposits of others, and may, at its option, deposit such Deposit in its custodial or trust accounts. Unless otherwise indicated in this Agreement, Escrow Agent shall be under no obligation to invest the Deposit on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the Deposit which may be received by Escrow Agent while it holds the Deposit. If, in accordance with this Agreement, the Deposit is invested in interest bearing investments, the interest shall be disbursed as, and shall be deemed included in, the Deposit except as may be otherwise specified in this Agreement.

11.5 Closing of Escrow

Signed approval of settlement statements or other statements of account by the Seller and Buyer shall constitute mutual instructions to Escrow Agent and authority to disburse funds as shown thereon. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement.

11.6 Electronic Execution

The parties agree that Escrow Agent shall be entitled to rely upon approvals for the closing of escrow and upon other communications by the parties transmitted by electronic means, including but not limited to facsimile telephone transmission and/or email transmission of data and signatures. Escrow Agent shall not be required to rely upon electronic data, which it determines, in its sole discretion, to be unreliable. Any notice or other communication given in the manner provided above by counsel for any party shall be deemed to be notice of such notice or other communication from the party represented by such counsel. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. **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, in addition to all other remedies available to Buyer at law or in equity, 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.

13. **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.

14. **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.

15. **Broker.** The parties each represent to each other that, except as set forth below, there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this Agreement and the transactions contemplated herein.

Transaction Broker: Sheldon Markus Realty Corporation
Markus Frankel, Broker
1166 Kane Concourse, Suite 200
Bay Harbor Islands, Florida 33154

Buyer's Broker: Fortune International Realty
Carlos Balart, Agent
1390 Brickell Avenue, Suite 104
Miami, Florida 33131

Seller's Broker: Kotler Realty
Eric Broad, Agent
9585 Harding Avenue
Surfside, Florida 33154

Seller shall pay, from Seller's sales proceeds at Closing, a total brokerage commission in the amount equal to five percent (5.00%) of the Purchase Price, allocated in equal parts one third (1/3) to Transaction Broker, one third (1/3) to Seller's Broker, and one third (1/3) to Buyer's Broker. In the event that the Closing does not occur for any reason whatsoever, neither Buyer's Broker nor Seller's Broker nor Transaction Broker shall be entitled to the payment of any brokerage commission in connection with the transactions contemplated by this Agreement. Buyer shall have no obligation to Transaction Broker, Buyer's Broker, or Seller's Broker with respect to the payment of any commission in connection with the transactions contemplated by this Agreement. Buyer agrees to defend, indemnify, and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. Seller agrees to defend, indemnify, and hold Buyer harmless from and against any and all costs and liabilities, including without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement. The provisions of this Section shall survive Closing.

16. **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 such 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 delay in the issuance of any permits or approvals for the Project and the time required to defend against legal challenges brought by third parties against the Project or any permits or approvals), unusually inclement weather conditions, and the declaration of a state of emergency by the President of the United States, the Governor of Florida, or any other competent authority. 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.

17. **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.

18. **Miscellaneous.**

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other law.

(b) Notices. All notices required or allowed by this Agreement shall be in writing and shall be delivered at the following addresses or to such other addresses as either party may from time to time specify in writing to the other:

To Buyer: Porto Alegre Investments, LLC
260 Crandon Blvd Suite 25
Key Biscayne, FL 33149
Attention: Carlos Balart
cbalart@fir.com

-AND-

Markus Frankel/SMRC
1166 Kane Concourse Suite 200
Bay Harbor, FL 33154
markus@fbamiami.com

-AND-

Akerman LLP
98 SE 7th Street, Suite 1100
Miami, FL 33131
Attention: Neisen O. Kasdin, Esq.
neisen.kasdin@akerman.com

To Seller:

The Villas at Bay Harbor Condominium Association, Inc.
1166 98th Street
Bay Harbor Islands, FL 33154
Attention: Frederick Koczwara, President
frederick.j.koczwara@pwc.com

-AND-

Robert H. Yaffe, P.A.
11900 Biscayne Boulevard, Suite 806
Miami, FL 33181
robert@robertyaffe.com

-AND-

Eric Broad, Agent
9585 Harding Avenue
Surfside, Florida 33154
ejbroad@gmail.com

-AND-

Markus Frankel/SMRC
1166 Kane Concourse Suite 200
Bay Harbor, FL 33154
markus@fbamiami.com

Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be, and (iii) sent by electronic mail shall be deemed effectively given or received on the day of transmission of such notice if sent before 6:00 P.M. Eastern Standard Time. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

(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. As used herein, the term "Prevailing Party" means the party who receives substantially the relief sought upon final disposition, whether by judgment, settlement, compromise, or otherwise.

(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 at any time without the prior written consent of Seller.

(f) 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, scanned and e-mailed, or made electronically or digitally, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(h) 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.

(i) Waiver. The enforcement of the terms and conditions of this Agreement is at the reasonable discretion of the aggrieved party. No delay in exercising any right, remedy, or privilege under this Agreement will constitute a waiver thereof, and no waiver will be effective unless it is in writing and signed by the party against whom it is asserted. A waiver will only be applicable to the specific instance to which it relates and will not be deemed a continuing or future waiver.

[Signatures 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: Frederick J Koczwar

Name: Frederick Koczwar
Title: President

BUYER:

PORTO ALEGRE INVESTMENTS, LLC,
a Florida limited liability company

By: Claudio Cordero
Name: Claudio Cordero
Title: Manager

ESCROW AGENT:

AKERMAN LLP

By: _____
Name:
Title:

EXHIBIT A
Donor Parcel Legal

The Villas at Bay Harbor Condominium Association, Inc.

Lot 5, 6, & 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 Association, Inc.

Folio number 13-2227-110-0001

EXHIBIT B
Receiving Parcel Legal

Lots 11 and 12 of Block 8 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.

A/K/A 9901 West Bay Harbor Drive, Bay Harbor Islands, Florida

Folio 13-2227-075-0020

EXHIBIT C

[FORM OF WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.

Property Tax Folios #: _____

------(Space above this line for recording data)-----

WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS

THIS WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS ("Deed") is made and executed this ____ day of _____, 2018, by THE VILLAS AT BAY HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantor"), in favor of _____ ("Grantee").

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

BACKGROUND

WHEREAS, Grantor and Grantee entered into an Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Grantor has agreed to transfer to Grantee its interest in seven (7) transfer of development rights units currently appurtenant to the land in the Town of Bay Harbor Islands, Miami-Dade County, Florida more particularly described on **Exhibit A** attached hereto (the "TDR Units").

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, grant, bargain, and convey unto Grantee and Grantee's heirs, successors, and assigns forever the seven (7) TDR Units.

The seven (7) TDR Units transferred to Grantee by this Deed are and shall be appurtenant to the land more particularly described on **Exhibit B** attached hereto, currently owned by Grantee, unless and until Grantee subsequently sells, assigns, grants, bargains, or conveys such TDR Units to others.

Grantor hereby represents and warrants to Grantee that Grantor has the full right and authority to execute and deliver this Deed to Grantee and to sell, assign, grant, bargain, and convey the seven (7) TDR Units to Grantee, that Grantor hereby fully warrants the title to said TDR Units, and that Grantor will defend the same against the lawful claims of all persons whomsoever.

This Deed shall be governed by and construed in accordance with the laws of the State of Florida, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

Grantor agrees to cooperate with Grantee and to execute such other documents, instruments, and writings as may be reasonably requested by Grantee or that are necessary or desirable to further document or effect the intent of this Deed.

IN WITNESS WHEREOF, this Deed is executed as of the date first above written.

Signed, Sealed, and Delivered
in the presence of:

Print Name: _____

Print Name: _____

GRANTOR:

THE VILLAS AT BAY HARBOR
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation.

By: _____
Leonid Mats, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____ 2018,
by Leonid Mats, President of The Villas at Bay Harbor Condominium Association, Inc., a Florida not-for-profit corporation. He ☐ is personally known to me or ☐ has produced _____ as
identification.

(NOTARY SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A
Donor Parcel Legal

The Villas at Bay Harbor Condominium Association, Inc.

Lot 5, 6, & 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 Association, Inc.

Folio number 13-2227-110-0001

EXHIBIT B
Receiving Parcel Legal

Lots 11 and 12 of Block 8 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.

A/K/A 9901 West Bay Harbor Drive, Bay Harbor Islands, Florida

Folio 13-2227-075-0020

THE VILLAS AT BAY HARBOR CONDOMINIUM ASSOCIATION, INC.

1150 - 1184 98th Street
Bay Harbor Islands, Florida 33154

August 21, 2019

Via email: jcjimenez@bayharborislands-fl.gov

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

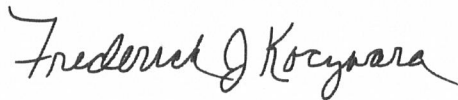
**Re: Agreement to transfer development rights dated February 20, 2018 by and between
The Villas at Bay Harbor Condominium Association, Inc. and Atlantis 103, LLC**

Dear Mr. Jimenez:

Please be advised of the cancellation of the referenced agreement by The Villas of at Bay Harbor Condominium Association, Inc. (the "Association"), to sell one (1) TDR to Atlantis 103, LLC. The effective date of the cancellation is June 10, 2019. The Town Council's approval of the sale is evidenced in Town Resolution No. ~~1255~~
2155

The Association intends to sell the TDR unit to another private party.

Very truly yours,



Frederick Koczwar, as President

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF ONE (1) DEVELOPMENT RIGHT TO ATLANTIS 103, LLC FOR ITS PROPERTY LOCATED AT 10281 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM THE VILLAS AT BAY HARBOR CONDOMINIUM ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 1150 98 STREET, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on March 21, 2017, Atlantis 103, LLC received authorization from the Planning and Zoning Board to develop a twenty-eight (28) unit condominium building on Lots 6 and 7, Block 5, Plat Book 46, Page 5, located at 10281 West Bay Harbor Drive, Bay Harbor Islands, Florida, ("Project") pending approval of the Transfer of Development Rights ("TDR") of Eleven (11) TDR units; and

WHEREAS, Atlantis 103, LLC submitted certain site plan amendments to the Project, which the Planning and Zoning Board approved on April 17, 2018; and

WHEREAS, an application for Transfer of Development Rights was filed by Atlantis 103, LLC ("Applicant") for its property located at 10281 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from The Villas at Bay Harbor Condominium Association, Inc. ("Donor") for its property located at 1150 98 Street, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on August 13, 2018, and approved the transfer of One (1) TDR dwelling unit from the Donor Site to the Receiving Site for the Project.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of One (1) TDR dwelling unit from the Donor Site to the Receiving Site for the Project is hereby authorized and approved.

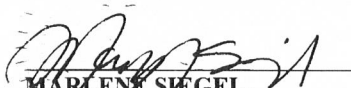
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Right from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of One (1) TDR dwelling unit from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 13 day of August, 2018.

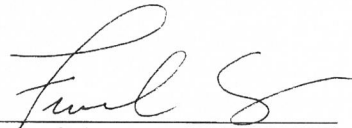
TOWN OF BAY HARBOR ISLANDS

By: 
STEPHANIE BRUDER,
MAYOR

ATTEST:


MARLENE SIEGEL,
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®,
ASSISTANT TOWN ATTORNEY

Town of Bay Harbor Islands

P.O. Box 546620

Bay Harbor Islands, FL 33154

Payee: CARLOS BALART LLC

Date: 10/11/2019 Time: 3:00 PM

Receipt Number: MAIN / 111188

Clerk: MARCE

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE	1,000.00
Total:		1,000.00
Check 154	1,000.00	
Change:		0.00

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Siegel, Town Clerk

Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MDM*

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 10/22/2019

Re: Transfer of Development Rights (TDR)

CC:

Millennium Ambianta MFR

9901 W. Bay Harbor Drive (30 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 8 Private DU

Donor Site: 1150-1170 98th Street / Lots 5-7 of Block 22 / The Villas at Bay Harbor Condominium Association, Inc.

Receiving Site: 9901 W. Bay Harbor Drive / Lots 12 & 13 of Block 8 (Future Millennium Ambianta MFR)

In response to your request for our analysis of the lands proposed to be involved in the above referenced TDR application, requesting approval of the transfer of eight (8) private TDR units, following is our analysis.

Our records show the **receiving** site (Millennium Ambianta @ 9901 W. Bay Harbor Drive) received Site Development Plan approval by the Town's Planning and Zoning Board on September 24th, 2019 for a 30 DU multifamily development. The maximum allowable base density is 34 DU. Seventeen (17) unit are allowed by right on the property (0.513 acres x 34 DUA including the 11-foot ROW now being granted back to the property owner by the Town). According to the applicant, the Town Attorney has now approved the 11-foot ROW vacation documents (deed and easement). The documents will be recorded before this TDR application is placed on a Town Council agenda for consideration. Since the proposed residential project includes 30 DU and only 17 DU are allowed by right, the acquisition of 13 TDR units is required. In addition to this application for eight (8) private TDR units, the developer is currently working to acquire the other required five (5) units (see separate private TDR application for four (4) DU from Northern Star Condo / 1 TDR DU remaining).

The donor site in this instance is an existing multifamily development known as The Villas at Bay Harbor Condominium Association, Inc. with eighteen (18) DU. The donor site is located at 1150-1170 98th Street and the legal description is Lots 5-7 of Block 22. While the existing donor site has 18 multi-family units the site is entitled to a maximum of 26 DU. 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 square feet (0.775 acres). Based on the existing lot area the site is entitled to 26 DU (0.775 acres @ 34 DUA = 26.34 or 26 DU rounded). With 18 DU existing on the site and 26 DU allowed by right, the donor site can convey 8 TDR units.

Note - The receiving site developer has also submitted a concurrent application to acquire private TDR units from the Northern Star Condominium Association, Inc., located at 9725 - 9745 Bay Harbor Terrace for four (4) TDR units. If the Villas at Bay Harbor Condo private TDR application is approved, the receiving site will have acquired a total of twelve (12) TDR units. The developer would then need to acquire one (1) TDR unit for a total of 30 DU in order to proceed with development.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes and/or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



October 22, 2019

Marlene Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

J.C. Jimenez
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ AMBIENTA
Transfer of Development Rights
Receiver: 9901 W. Bay Harbor Drive
Donor: 1150 98 Street
Folio #13-2227-001-3791 Lot 5-7 / Block 22

Dear Ms. Siegel:

As per your request, after visiting the donor site, it was noted that this is a fairly new building built in 2008. As this building just received a Certificate of Occupancy in 2008, the Building meets all Town, County and State Codes and will not require any repairs or upgrades at this time.

Since the construction of this building was completed in May of 2008, a 40 year re-certification will not be required until 2048.

Attached please find several pictures of the existing property.

If you have any further question or comments please feel free to contact me.

Sincerely,


Ayandidys J. Martinez, CEP
Building & Zoning Supervisor

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection

Date: October 16, 2019

Property Address: The Villas at Bay Harbor Condominium Association, Inc.
1150 98th Street
Bay Harbor Islands, FL 33154



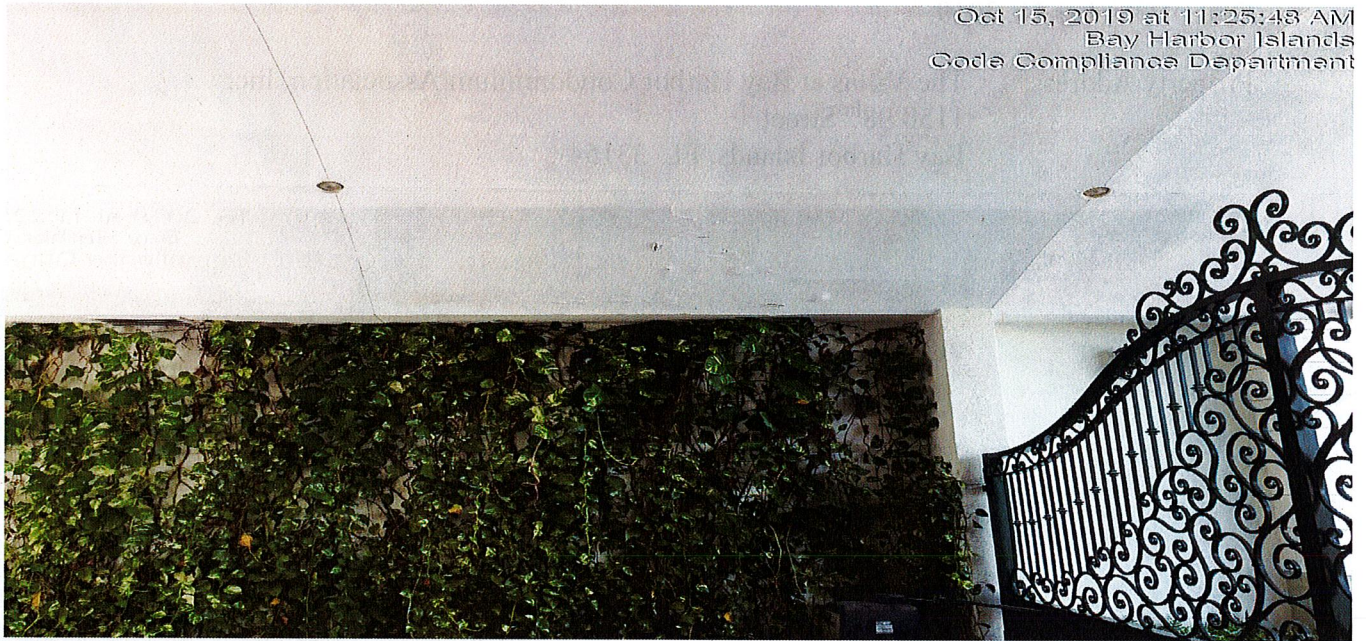
Street view of the property. No violations observed.



No violations observed on the east side of the building.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection



The exterior paint under the roof entrance is peeling.

Sec. 24-9(e) Safe and sanitary maintenance of structure and facilities. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion.



The exterior paint under the roof entrance is peeling. Sec. 24-9(e)

Safe and sanitary maintenance of structure and facilities. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Oct 15, 2019 at 11:26:25 AM
Bay Harbor Islands
Code Compliance Department



There is a hole under the roof entrance.

24-13(a) (a) Every foundation, exterior and interior wall, roof, floor, ceiling, window and exterior door shall be structurally sound and maintained in good repair.

Oct 15, 2019 at 11:27:57 AM
Bay Harbor Islands
Code Compliance Department



No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



No violations observed.



No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection



No violations observed.



No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection



Wooden fences exceed 6 feet. Compliance not met.

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



Wooden fences exceed 6 feet. Compliance not met.

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



Palm trees appear to be within 5 ft. of the electric lines.

24-16(12)(b) *Protection of Electric Power Lines and Overhead Utilities*. Existing vegetation closer than five feet from energized electric transmission or electric service lines shall be trimmed to comply with these provisions within 90 days from the passage of this subsection.

DEVELOPER

MILLENIUM AMBIENTA CORP.
16001 N 290
SUNNY ISLES BEACH, FL 33160
786.603.3075

ARCHITECT

REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27 AVE, SUITE 110
MIAMI, FL 33133
305.590.5000

CIVIL ENGINEERS

VSN ENGINEERING
8550 W FLAGLER STREET, SUITE 113
MIAMI, FL 33144
305.551.6267

LANDSCAPE

DAVID O. INC. LANDSCAPE ARCHITECTURE
2686 SW 28TH LANE
MIAMI, FL 33133
305.854.9299

PZB SUBMITTAL
9/3/2019

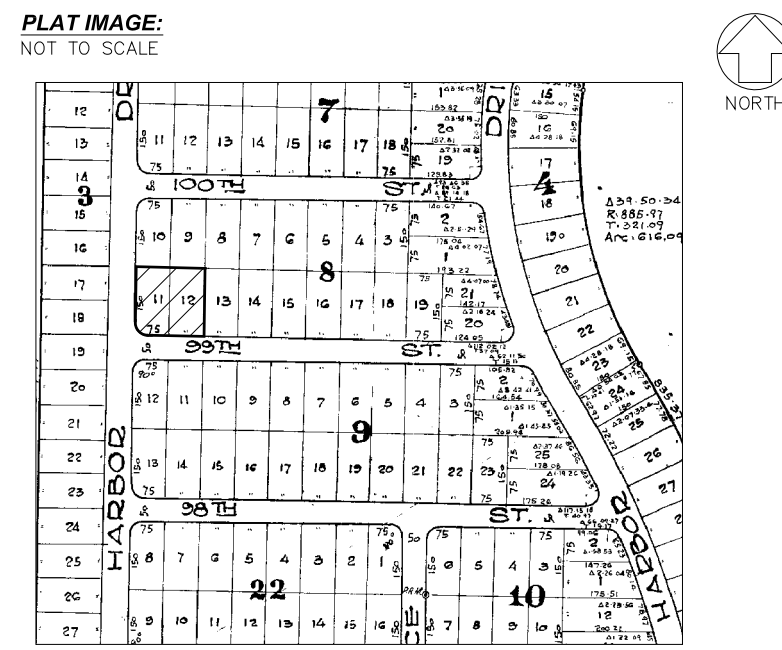
9901 W. BAY HARBOR DR.

revuelta

architecture
international



NORTH
SCALE: 1"=20'



LEGEND

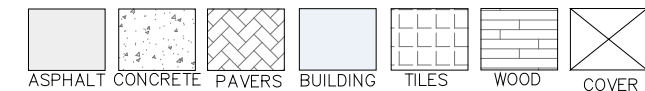
ABBREVIATIONS

A = ABOVE DISTANCE
 AC = AIR CONDITIONING
 BC = BACKWARD COUNTY RECORDS
 CB = CUBIC
 CC = CEMENT
 BOB = BASIS OF BEARINGS
 C = CALCULATED
 C & S = CEMENT & STUCCO
 CH = CHAIR BEARINGS
 CHG = CHAIR GUTTERS
 CHL = CHAIR LINK LINE
 COL = COLOR
 CON = CONCRETE
 D = DIMENSION
 DMC = DRAINAGE MAINTENANCE EASEMENT
 DR = DRAINAGE
 EE = ELECTRIC BOX
 ECH = ENCLAVE HOUSE
 ECHS = ENCLAVE HOUSES
 EDP = EDGE OF PAVEMENT
 EFL = ELEVATION
 FF = FINISHED FLOOR ELEVATION
 FFL = FINISHED FLOOR LINE
 FB = FOUNDATION
 FCD = FOOT CORD LINE
 FAD = FOUNDATION A/DISK
 FLD = FOUNDATION LINE
 FLT = FOUNDATION LINE TRANSFORMED
 FL = FURNITURE
 H = HORIZONTAL
 HSE = HAZARDOUS WASTE
 (H) = REASSED
 HCC = HANCOCK COUNTY RECORDS
 MH = MAIN HOUSE
 NM = NONMORTUARY
 ORF = OFFICE RECORDS BOOK
 OF = OFFICE
 P = PLANT
 PFC = PLAIN BEACH COUNTY
 PC = POINT OF CURVATURE
 PCH = POINT OF CURVATURE HORIZONTAL POINT
 PCL = POINT OF CURVATURE PLANT
 P = PACE
 PI = POINT OF INTERSECTION
 PIR = POINT OF INTERSECTION (RADIUS YALE)
 PI = PLASTER
 PIR = POINT OF BEGINNING
 POC = POINT OF COMBINATION
 POF = POINT OF FACING
 PPM = PERMANENT RESERVATION MONUMENT
 PPT = POINT OF PITCH
 PRT = POINT OF PITCH
 RES = RESIDENCE
 R = RADIUS
 RCD = RECD
 RCL = RESIDENCE
 RCL = RESIDENCE
 SMC = MEET LINE & DISK (PC)
 S = SERVICE LINE
 SWP = SIDEWALK
 SW = SWIMMING POOL
 UL = UTILITY BOX
 W = WIDTH EASEMENT
 WF = WOOD FENCE
 WDE = WOOD EASEMENT DRAINAGE EASEMENT

SYMBOLS:

[illegible]

SURFACE:



LEGAL DESCRIPTION.

[illegible]

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODESIC VERTICAL DATUM (NGVD 1929).
2. AN ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREIN HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS INVOLVING THE PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED AND FOR THE PURPOSES SPECIFIED.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SURVEYOR OR HIS REPRESENTATIVE IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. IMPROVEMENTS SHOWN ARE BEING MEASURED TO THE NEAREST 1/10TH OF A FOOT, UNLESS OTHERWISE NOTED.
7. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LBN 704.
8. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE SURVEYOR'S BEST AVAILABLE RECORDS AND HIS REPRESENTATIVE.
9. FENCE OWNERSHIP NOT DETERMINED.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED HORIZON, THE CENTERLINE OF THE ROAD OR THE CENTERLINE OF THE COURSE OF A WATERWAY OR SOUTHWEST CORNER OF A SECTION.
11. TYPE OF SURVEY: BOUNDARY, TOPOGRAPHIC & TREE

BENCHMARK REFERENCE

NAME: R-243
ELEV(NGVD29): 6.61
LOCATION: 96 ST (KANE CONCOURSE) --- 5' NORTH OF NORTH CURB LINE
E BROADVIEW DRIVE --- 150'+- EAST OF C/L
DESCRIPTION:
US C & G BRASS DISC IN TOP OF GUARD RAIL, BASE AT NW CORNER OF BRIDGE OVER BA
HARBOR WATERWAY.

TABLE

NO	COMMON NAME	DBH (FT)	HEIGHT (FT)	SPREAD (FT)
1	WILLOW OAK	1.3	25	30
2	WILLOW OAK	1.3	25	30
3	SABAL PALM	1	2	8
4	WILLOW OAK	1.3	25	30
5	BLACK OLIVE	2	45	40
6	UMBRELLA TREE	3	35	40
7	ROYAL PALM	1.6	45	10
8	ROYAL PALM	1.6	45	10
9	ROYAL PALM	1.7	50	12
10	COCONUT	0.7	20	12
11	TREE	2	30	45
12	ROYAL PALM	1.7	50	12
13	COCONUT	0.7	15	10
14	PALM	1	25	10
15	TREE	4	30	35
16	PALM	1	25	10
17	ALEXANDRA CLUSTER	N/A	N/A	N/A
18	ALEXANDRA PALM	0.5	22	8

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 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

AUTHENTIC COPIES OF THE
SURVEY SHALL BEAR THE
ORIGINAL SIGNATURE AND
RAISED SEAL OF THE
ATTESTING REGISTERED
SURVEYOR AND MAPPER

SEAI

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6220

DATE OF SURVEY :
09/24/2018
JOB #: 180827849
FILE #: D-1317
PROJECT NAME:
SURVEYS 2018
CAD FILE(R): ARIAS CONDO
PARTY CHIEF:
KLAUDEG
F.B.: 154 PG. 37
SHEET 1 OF 1

CERTIFIED TO:
MILLENNIUM AMBIENTA CORPORATION
PROFESSIONAL TITLE AND CLOSING SERVICES
STEWART TITLE GUARANTY COMPANY

12/06/18 REVIEW TITLE COMMITMENT SCHEDULE BII
(NO FIELD WORK) JOB #181228247

PROPERTY ADDRESS:
FOLIO# 13-2227-075-0001

FLOOD ZONE INFORMATION:
 BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT
 AGENCY REVISED ON 09/11/09 AND INDEX MAP REVISED ON 09/11/09 THE GRAPHICALLY
 DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE AE BASE FLOOD
 ELEVATION 8 COMMUNITY NAME & NUMBER TOWN OF BAY HARBOR ISLANDS 120637 MAP
 & PANEL NUMBER 12086C0144 SUFFIX L

NOTES:

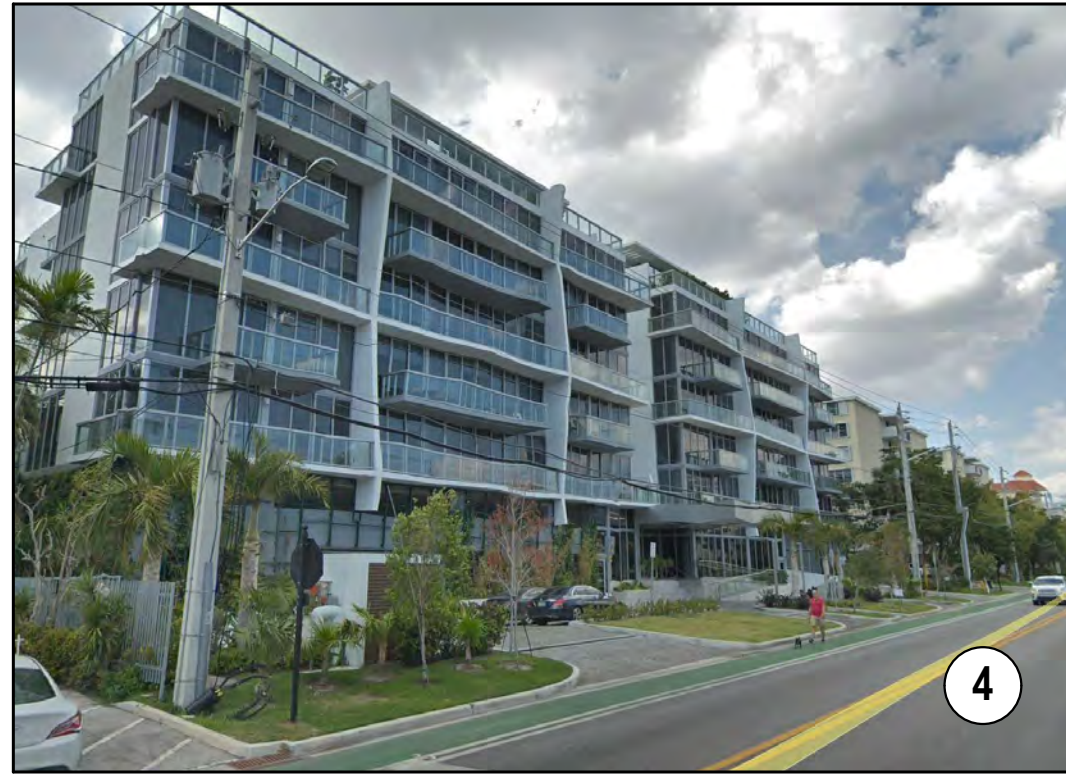
1.- No dwelling unit shall contain less than 750 square feet of floor area within the limiting walls of any family unit; a one-bedroom apartment shall have a minimum of 900 square feet of floor area; a two-bedroom apartment shall have a minimum of 1,150 square feet of floor area; and there shall be a minimum of 200 square feet additional for each additional

D

C

B

A



MULTI-FAMILY RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
4 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



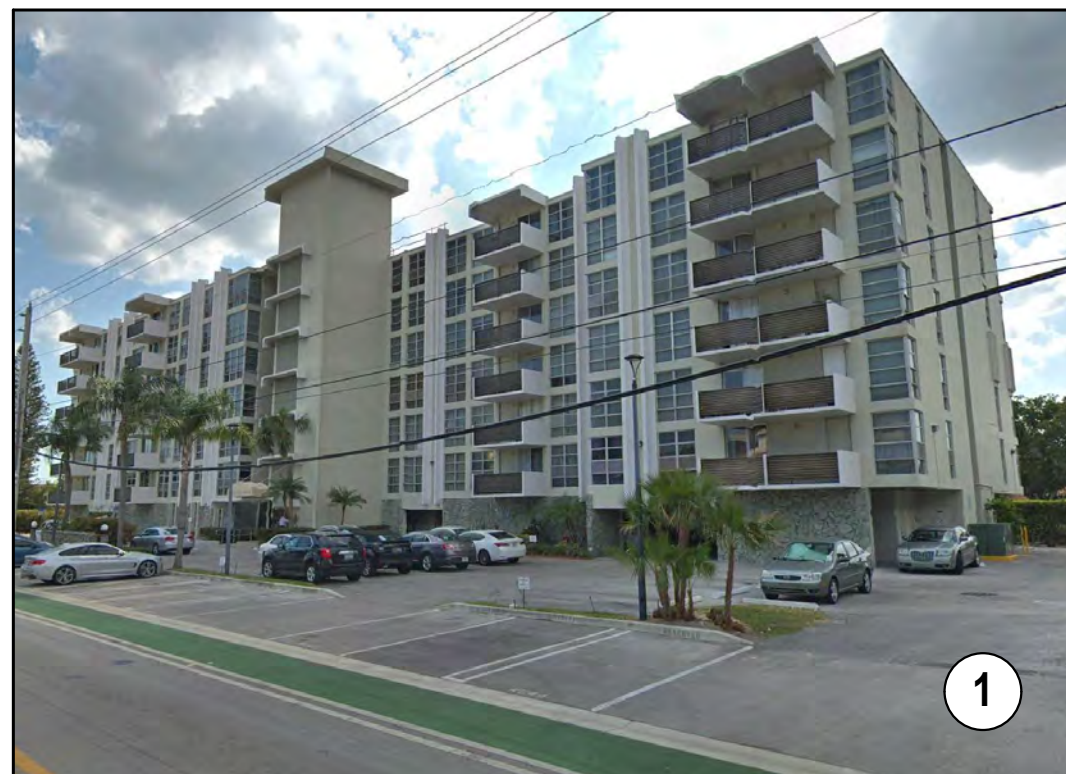
MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
3 STORY



MULTI-FAMILY RM-1
FLUM: MEDIUM HIGH DENSITY
3 STORY



MULTI-FAMILY RM-1
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY

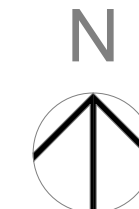


MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
3 STORY



MULTI-FAMILY RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY

1 LAND USE PLAN DESIGNATION





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NOT TO SCALE



NOT FOR CONSTRUCTION



3 NORTH WEST VIEW
NOT TO SCALE



2 SOUTH EAST VIEW
NOT TO SCALE



1 NORTH EAST VIEW
NOT TO SCALE



4 SOUTH WEST VIEW
NOT TO SCALE

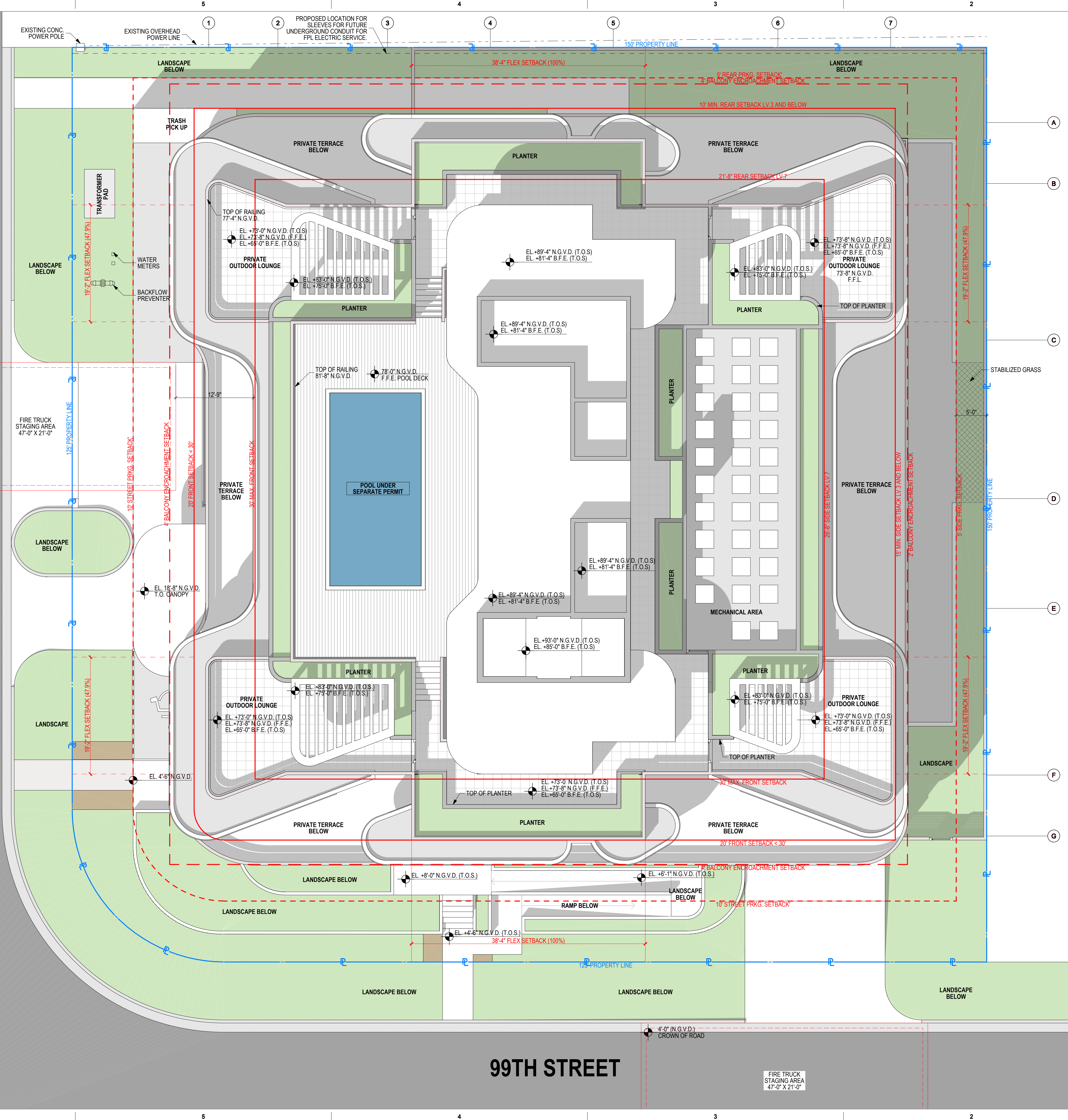
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The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not To Be Scaled.
The BIM Server, RAA - BIM Server 2019.17, AMBIENTA BAY HARBOR 0117, MISSING STUD 23 SINGLE ELEV - By Marina - Date: 8/12/2019

NOT FOR CONSTRUCTION

6 5 4 3 2 1

D C B A

WEST BAY HARBOR DRIVE



99TH STREET

1 SITE PLAN
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE
SUITE 110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.1544

Project

AMBIENTA
9901 W BAY HARBOR DR.
BAY HARBOR ISLANDS, FL 33154

Revisions

Owner Information
MILLENIUM AMBIENTA CORP.
16001 N 2901
SUNNY ISLES BEACH,
FLORIDA 33160
786.603.3075

Consultant

Luis O. Revuelta
AR-0007972

PZB SUBMITTAL

Date
8/12/2019

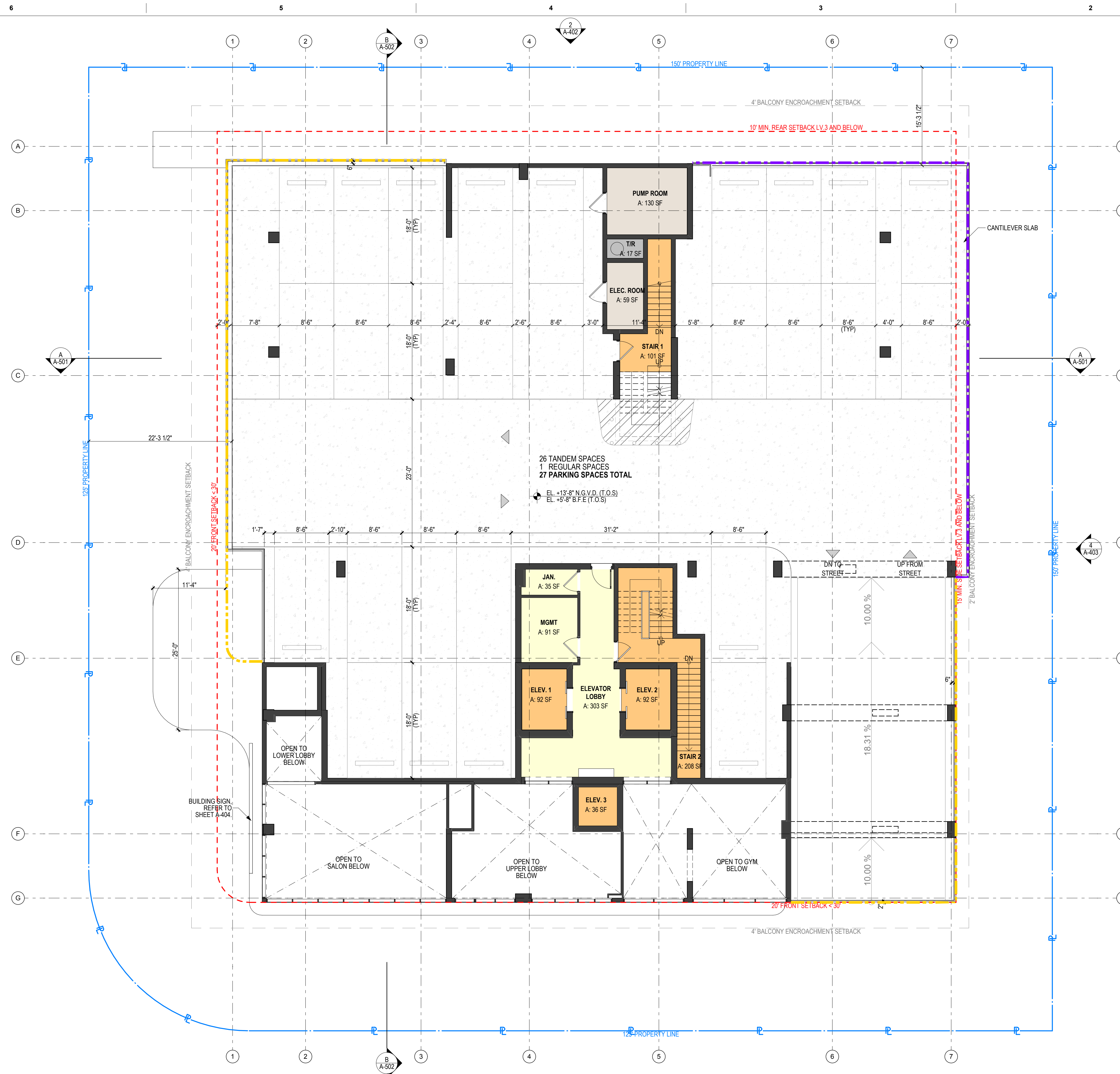
Scale
AS SHOWN

Project No.
1817

Sheet Name
SITE PLAN

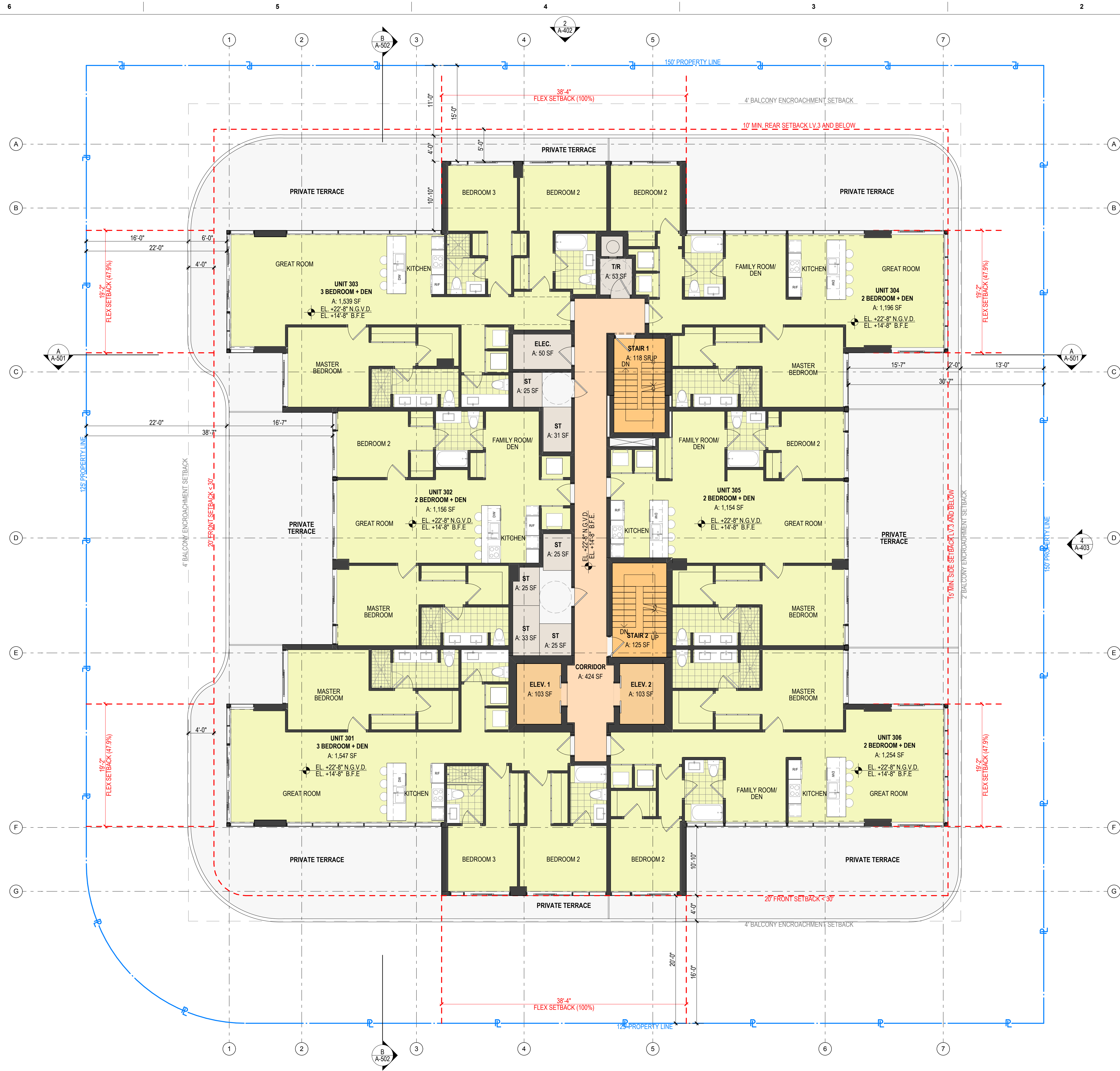
Sheet No.
A-100





NOT FOR CONSTRUCTION

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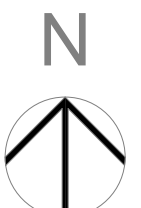


LEVEL 3 - RESIDENTIAL

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

EL. +22'-8" N.G.V.D.

0 4' 8' 16'



revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE
SUITE 1110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.1544

Project

AMBIENTA

9001 W BAY HARBOR DR.
BAY HARBOR ISLANDS, FL 33154

Revisions

Owner Information

MILLENNIUM AMBIENTA
CORP.

16001 N 2901
SUNNY ISLES BEACH,
FLORIDA 33160

786.603.3075

Consultant

Luis O. Revuelta

AR-007972

PZB SUBMITTAL

Date

8/12/2019

Scale

AS SHOWN

Project No.

1817

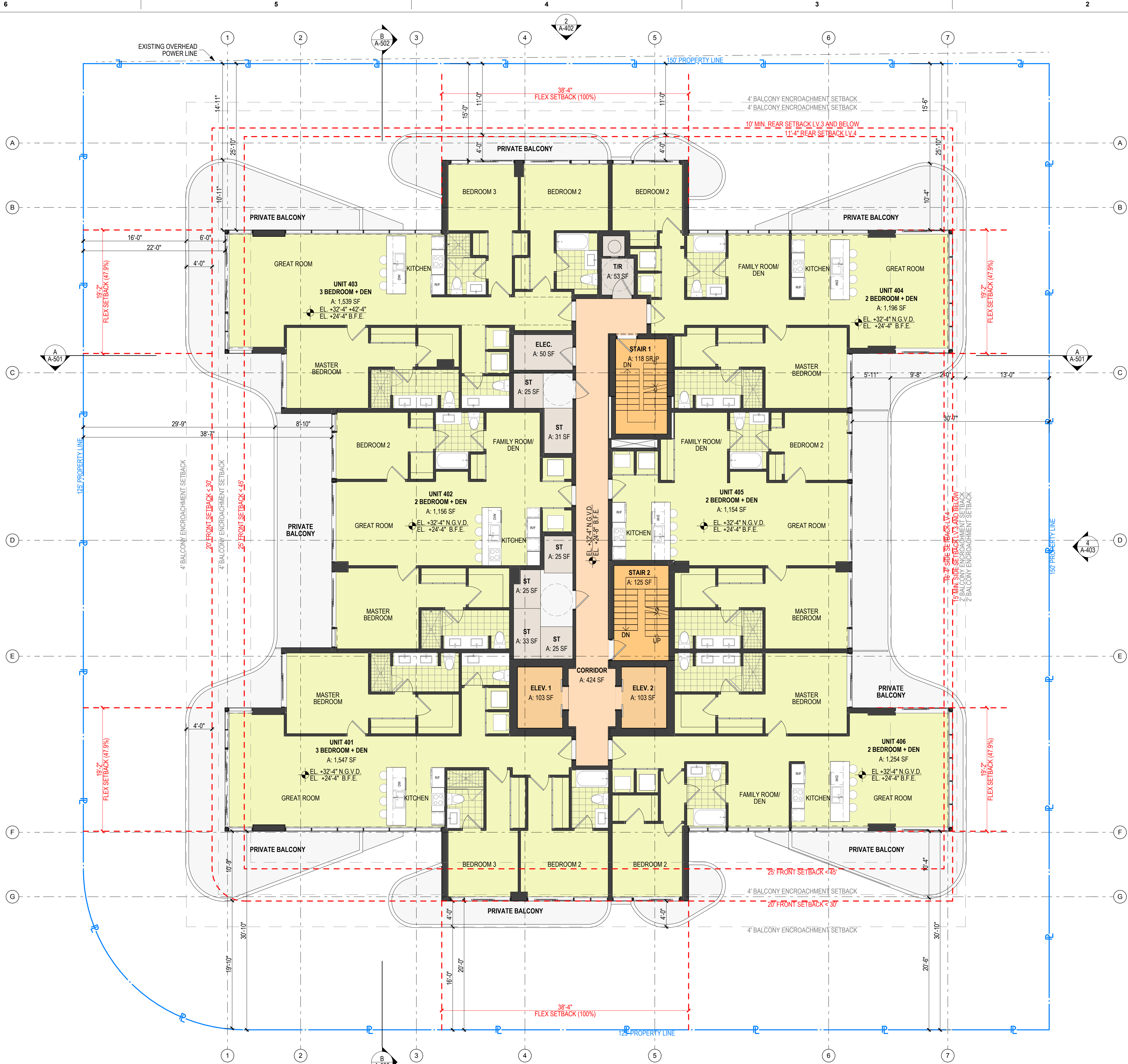
Sheet Name

LEVEL 3 - RESIDENTIAL

Sheet No.

A-103

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1 LEVEL 4 - RESIDENTIAL
SCALE: 1/8" = 1'-0"
EL. +32'-4" N.G.V.D.

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Project

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BAY HARBOR ISLANDS, FL 33154

Revisions

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CORP.

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SUNNY ISLES BEACH,
FLORIDA 33160

786.603.3075

Consultant

Luis O. Revuelta

AR-0007972

PZB SUBMITTAL

Date

8/12/2019

Scale

AS SHOWN

Project No.

1817

Sheet Name

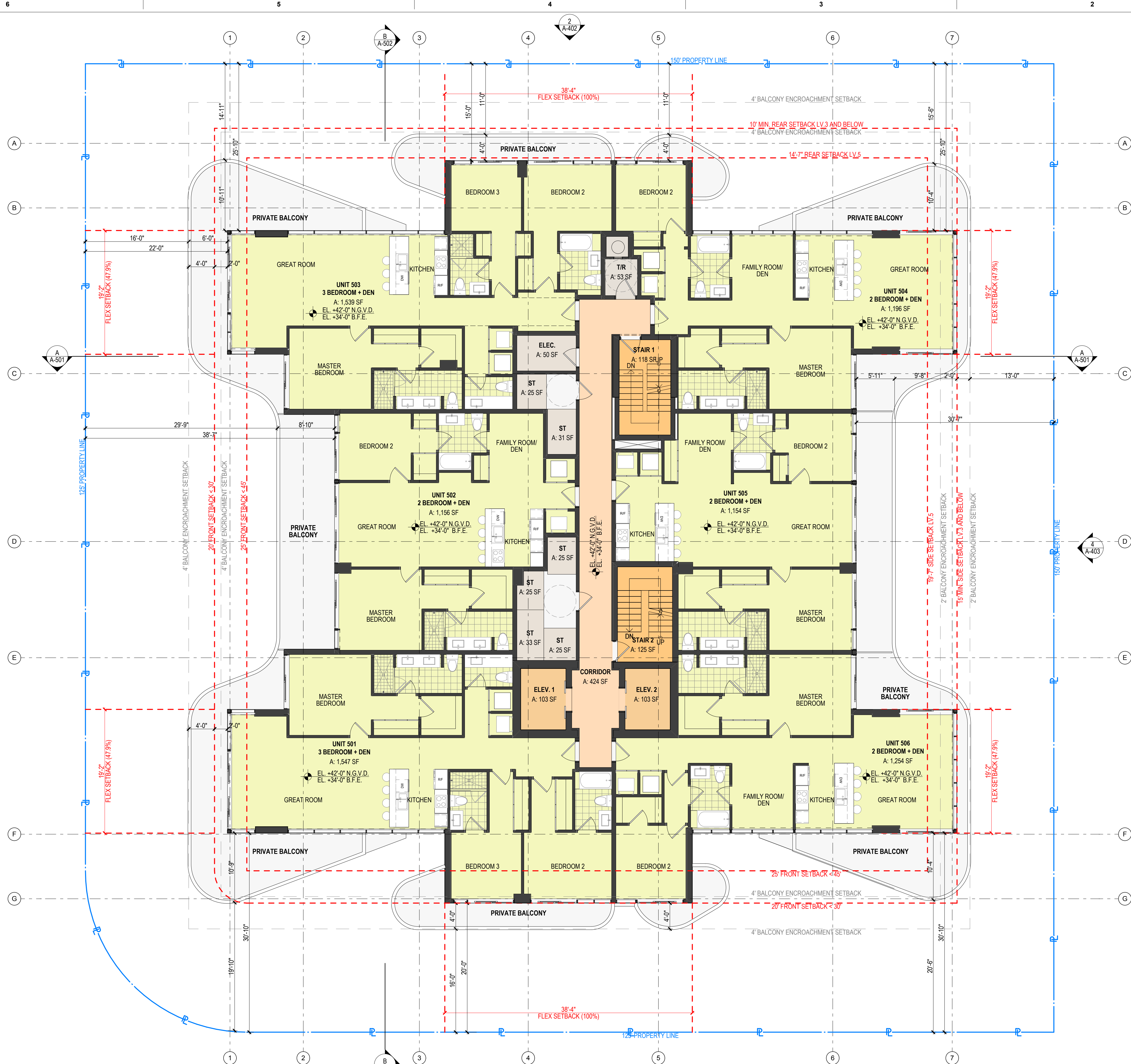
LEVEL 4 - RESIDENTIAL

Sheet No.

A-104

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The BIM Server, R01 - BIM Server 2/1/2019, AMBIENTA BAY HARBOR 1/17, MASSING STUD 2/1/2019, BY MARIA LOPEZ, 9/12/2019



1 LEVEL 5 - RESIDENTIAL

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

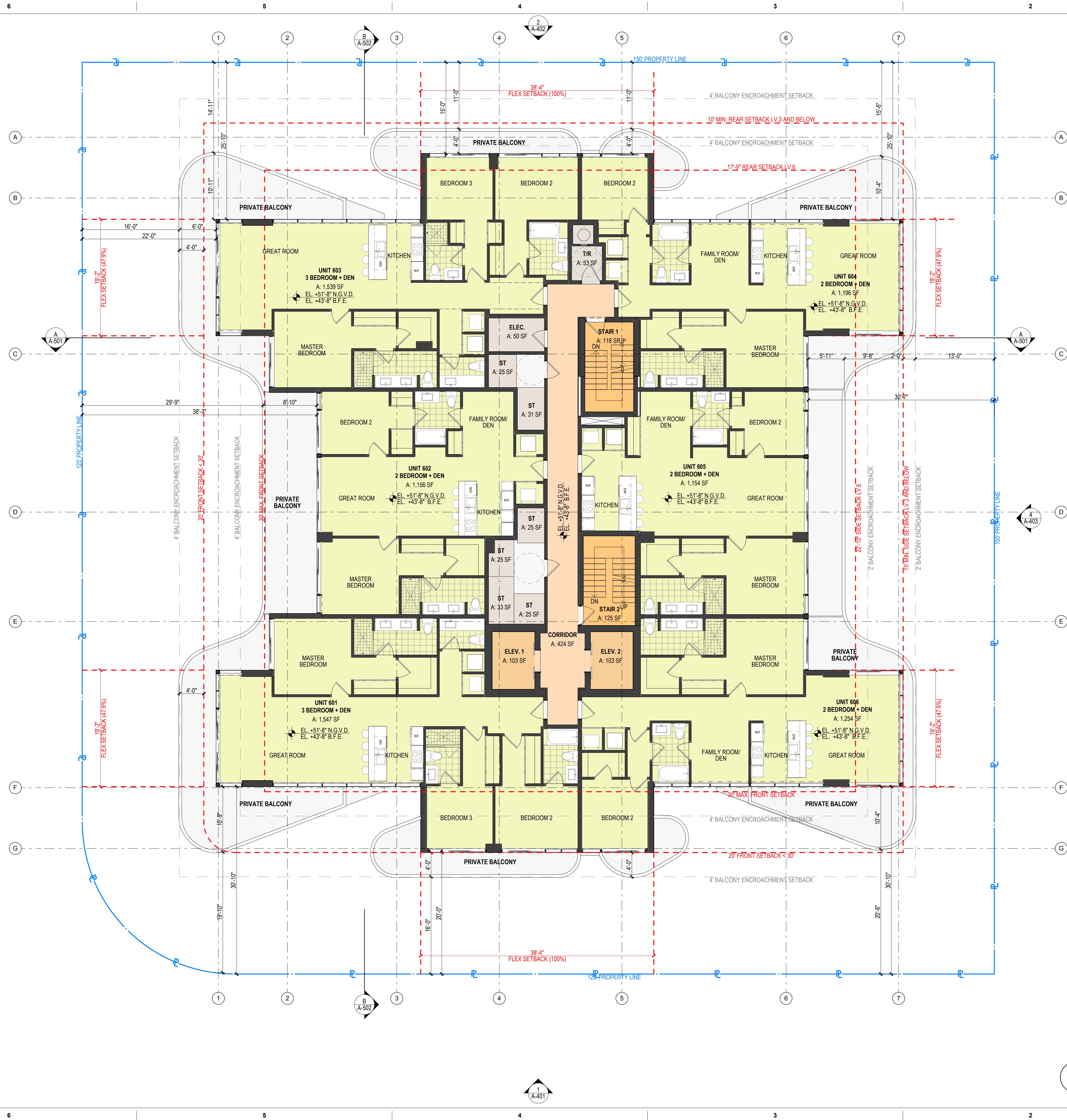
EL. +42'-0" N.G.V.D.

0 4' 8' 16'

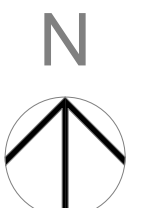


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1 LEVEL 6 - RESIDENTIAL
SCALE: 1/8" = 1'-0"
EL. +51'-8" N.G.V.D.



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FLORIDA 33160
786.603.3075
Consultant

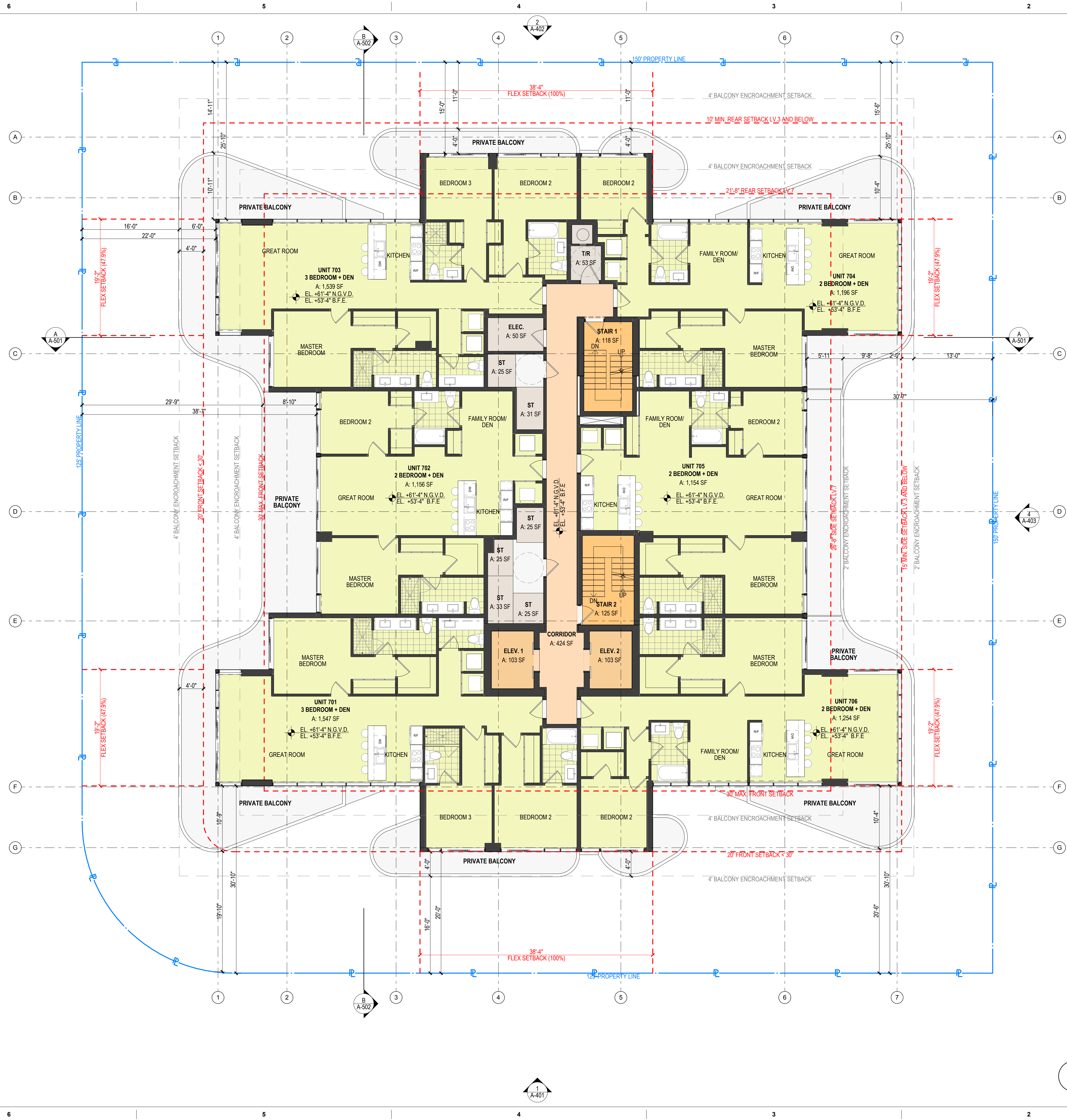
Luis O. Revuelta
AR-0007972

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Date
8/12/2019
Scale
AS SHOWN
Project No.
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Sheet Name
LEVEL 6 - RESIDENTIAL
Sheet No.

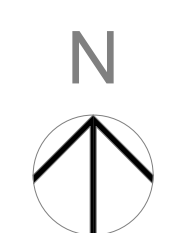
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NOT FOR CONSTRUCTION

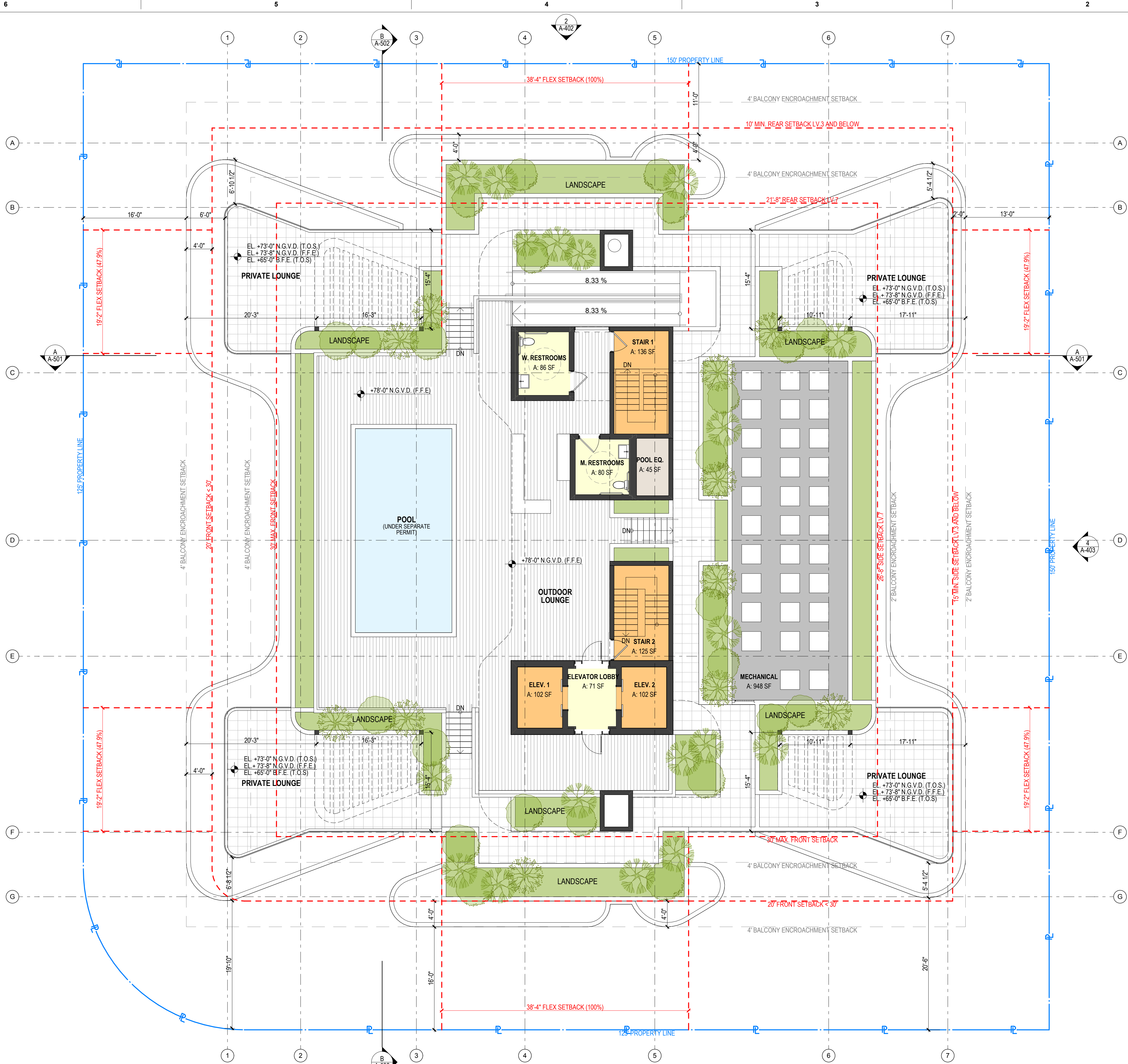
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1 LEVEL 7 - RESIDENTIAL
SCALE: 1/8" = 1'-0"
EL. +61'-4" N.G.V.D.



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1 POOL DECK
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

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Consultant

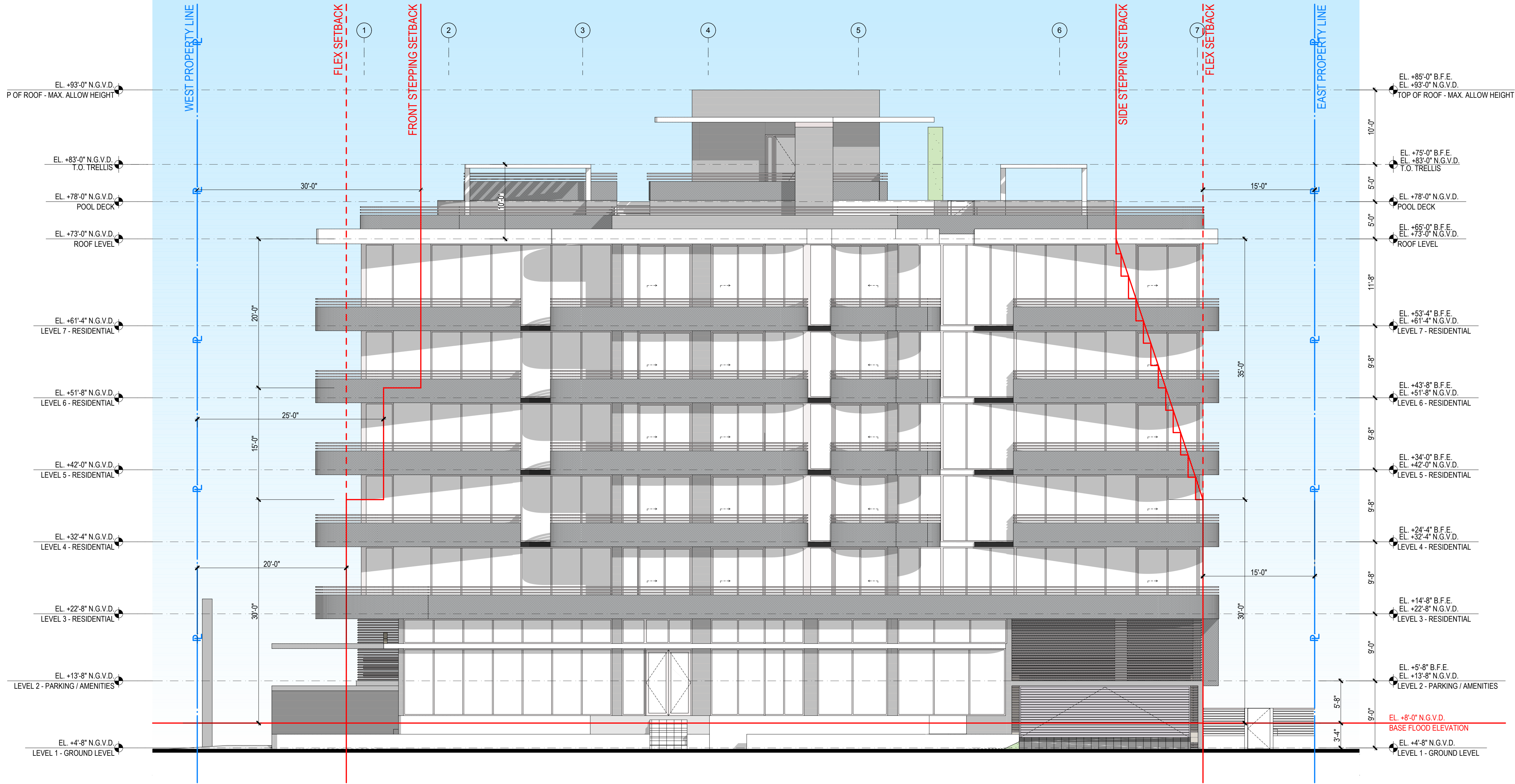
Luis O. Revuelta
AR-0007972

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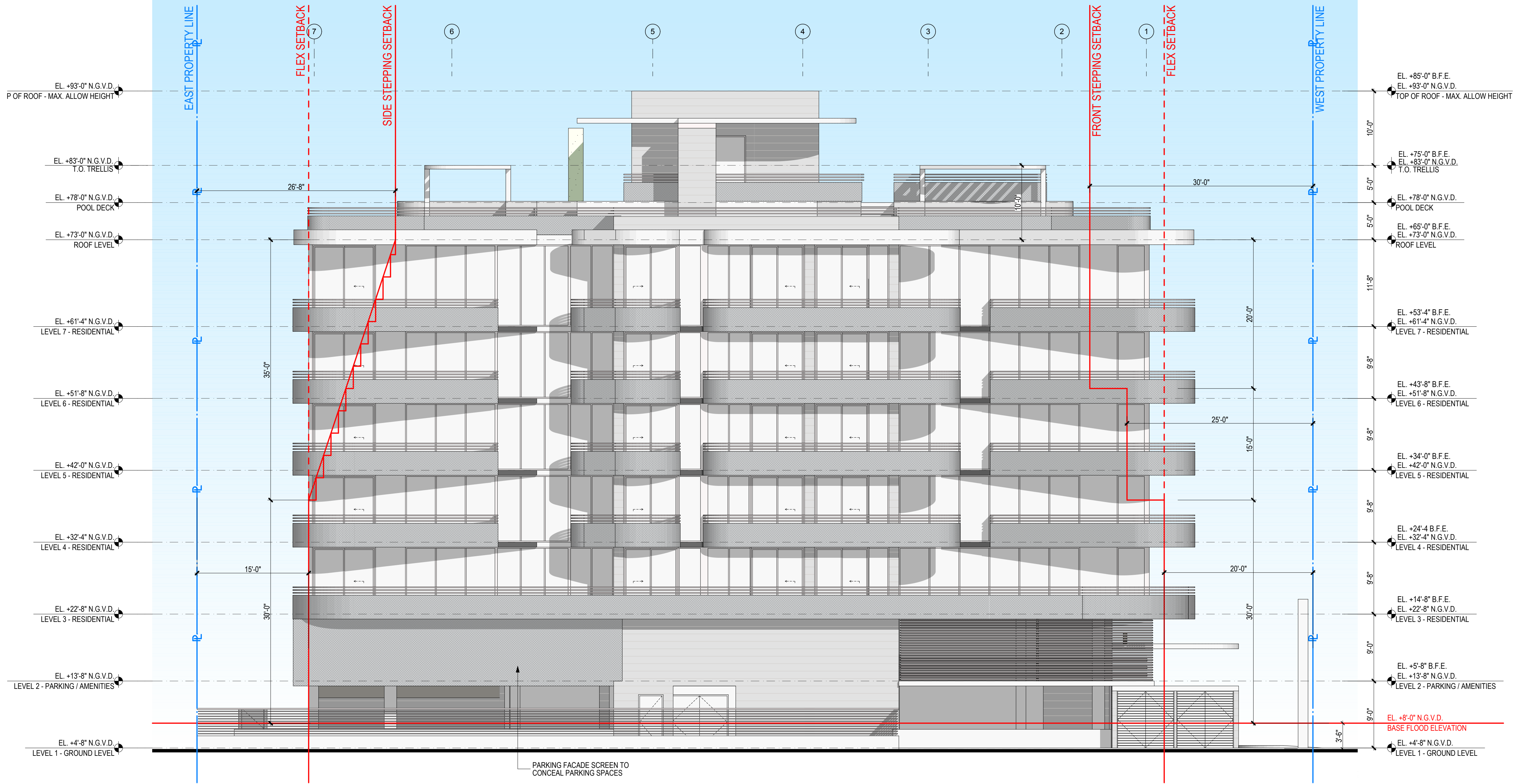
Date
8/12/2019
Scale
AS SHOWN
Project No.
1817
Sheet Name
POOL DECK
Sheet No.

A-108

NOT FOR CONSTRUCTION

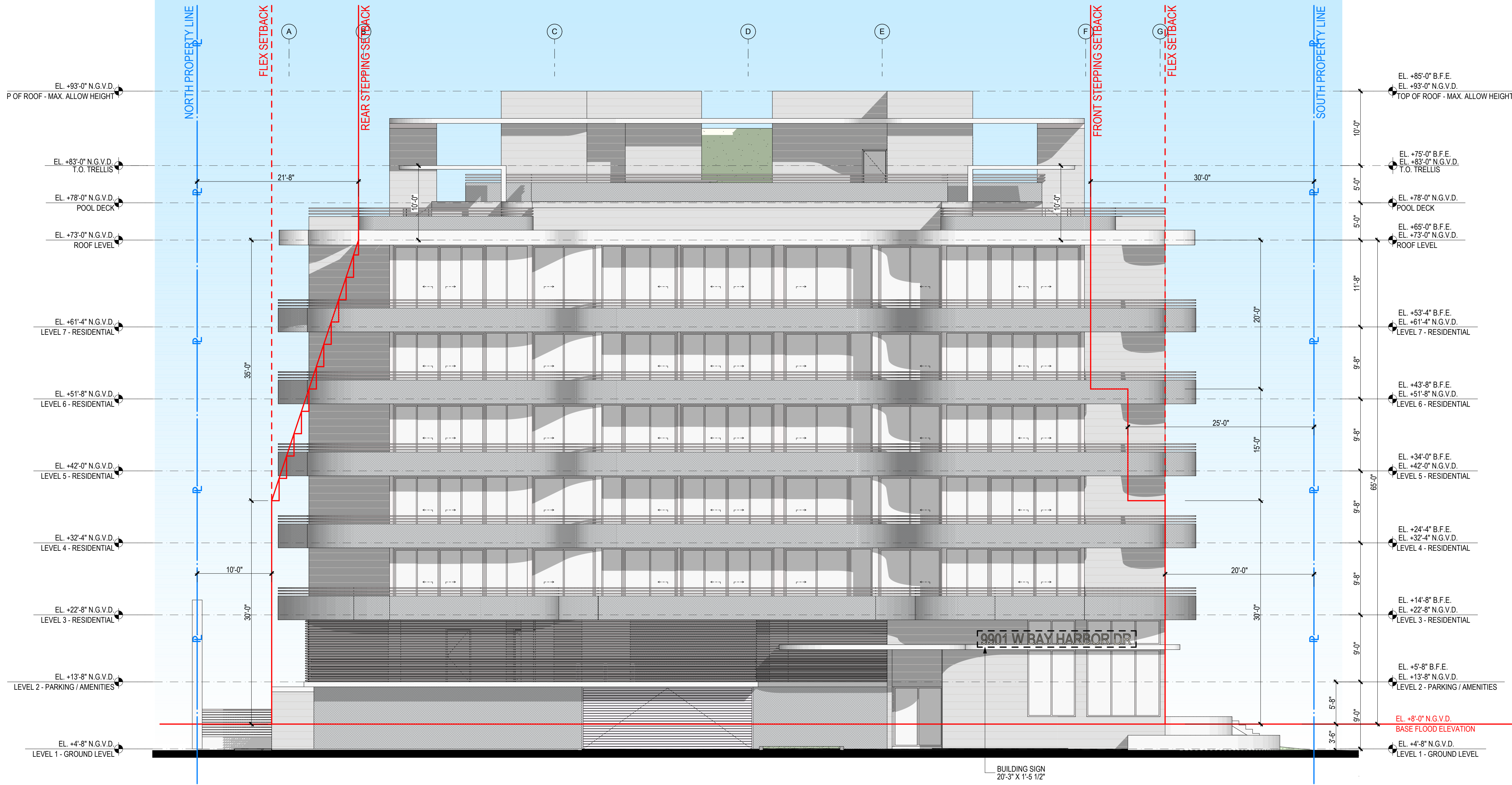


1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

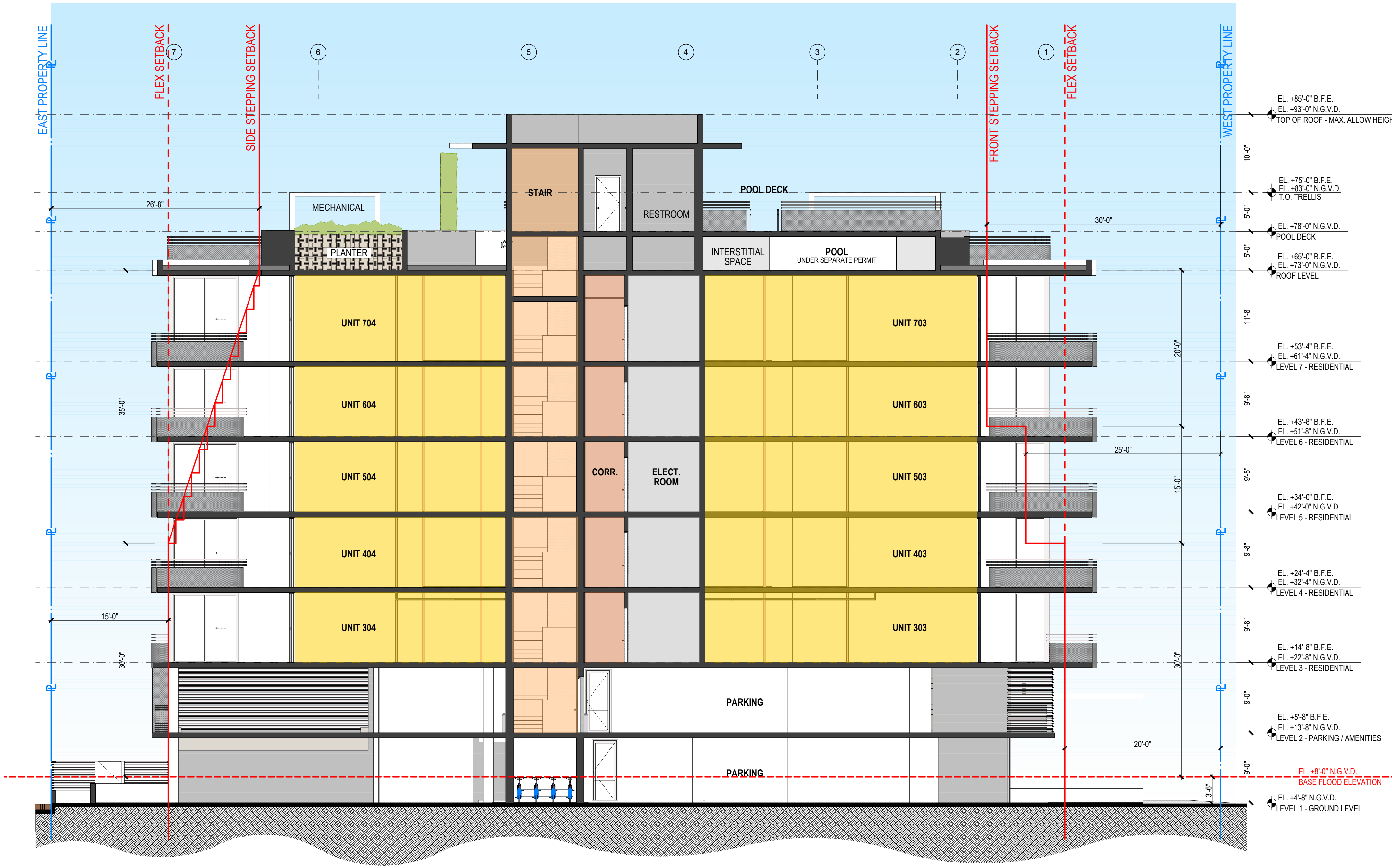
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1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

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1 BUILDING SECTION E-W
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

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The BIM Server, RAI - BIM Server 2/1/17, AMBIENTA BAY HARBOR 1/17, MASSING STUDIO 2/1/17, BY MARIA LOPEZ 8/12/2019

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Revisions

nsultant

Sheet No.



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File: BIM Server: R1 - BIM Server: R1 - 2018/11/18/17: AMBENITA BAY HARBOR/1817 MASSING SUDUT 25 SINGLE ELEV. - By subrita - Date: 8/12/2019

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VIEW 2

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BAY HARBOR ISLANDS, FL, 33154

Revisions

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Consultant

Luis O. Revuelta

AR-0007972

PZB SUBMITTAL

Date

8/12/2019

Scale

AS SHOWN

Project No.

1817

Sheet Name

VIEW 2

Sheet No.

R-1.2

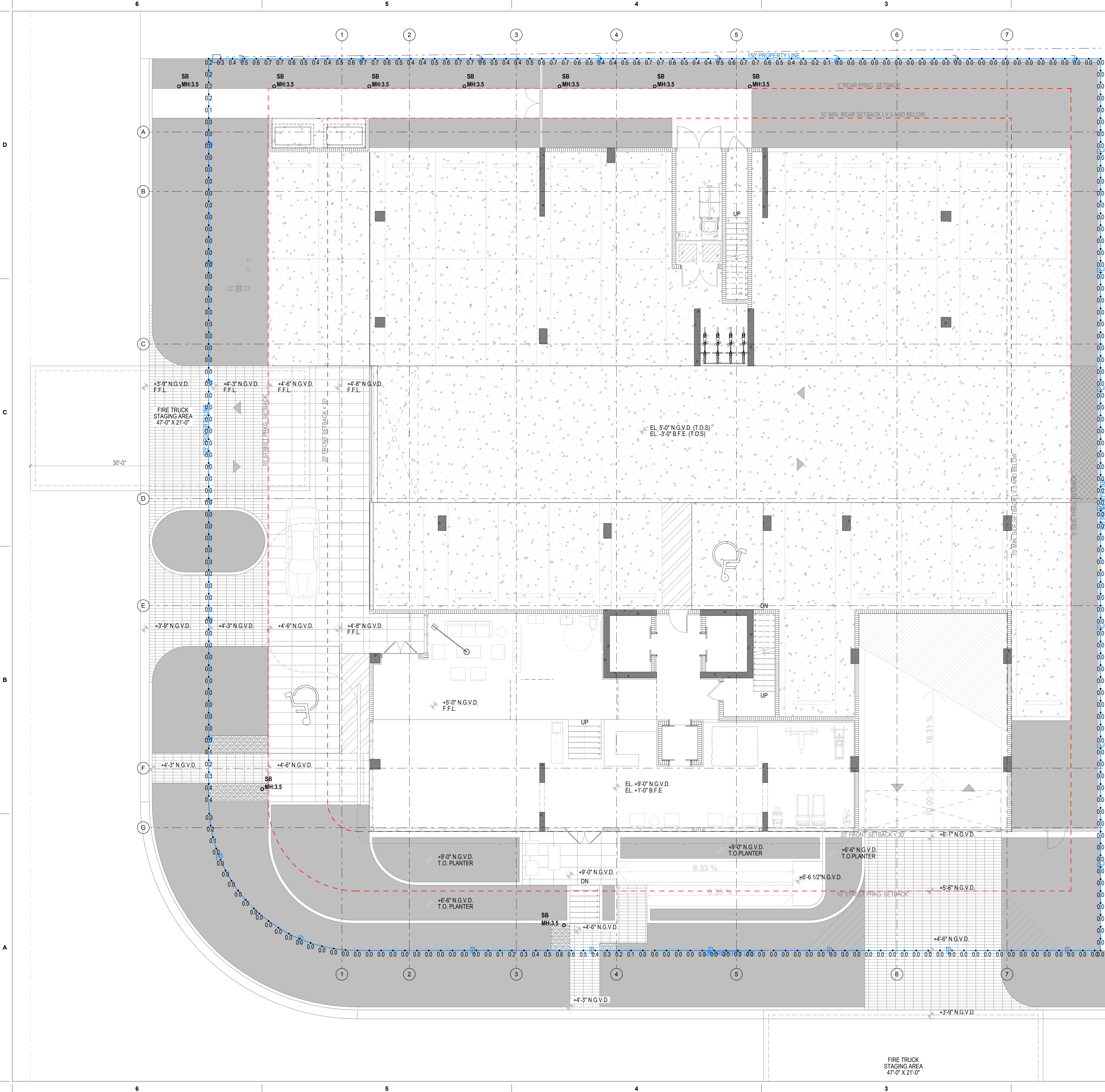
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Luminaire Schedule						
Symbol	Qty	Label	Description	Lumens/Lamp	LID	LOD
⊙	9	SB	JUNO ACQUITE PL2-A15-4K-0W-3 BOLLARD	N.A.	0.900	0.900

LUMINIS.

PAA4 SERIES
4" Straight Round Aluminum Pole

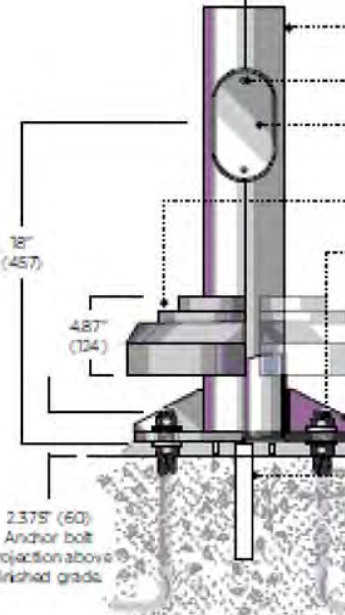
TYPE: QUANTITY: PROJECT:

CATALOG NUMBER:

FIXTURE: FINISH: OPTION: OPTION: OPTION: OPTION:



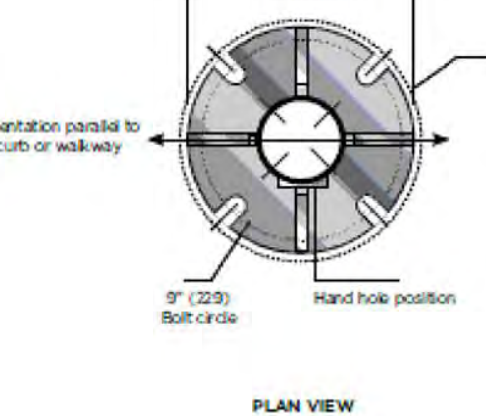
NOTE:
POLE SUPPLIER SHALL CERTIFY THAT POLE AND FIXTURE MEETS 175 MPH WIND LOAD CRITERIA AS REQUIRED BY FLORIDA BUILDING CODE 1606 AND ASSE 7-98 AND SHALL PROVIDE SIGNED & SEALED CALCULATIONS BY A REGISTERED FLORIDA ENGINEER.



1. 4" (100) O.D. X 125" (3) wall, 6061-T6 Aluminum alloy pole.
2. Allen flat head stainless steel screws hardware.
3. 2"x4" cast aluminum wing accessed through structurally reinforced opening. Flush mount cover.
4. Two piece structural cast aluminum base cover.
4.875" (124) X 15" (330) diameter.
5. Set of (8) 3/4" nut, 40 galvanized nuts with washers.
6. One piece cast aluminum T6 heat treated base, structurally reinforced with four integral gaskets and collar insert to maximize pole strength.

FINISH
Five-stage preparation process including preheating of cast aluminum parts for air adhesion, and an environmentally friendly alloy sealant. Polyester powder coating is applied through an electrostatic process, and oven cured for long term finish.

NOTES
A. Grout to be packed under pole base to ensure full adherence and stability with footing and prevent loosening of leveling nuts. Provide adequate thermal drainage from inside pole (by others).
B. Electrical conduit (by others).
C. Concrete footing (by others).

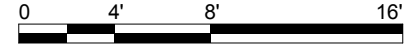


PLAN VIEW

1

LEVEL 1 - PHOTOMETRIC PLAN
SCALE: 1/8" = 1'-0"





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Consultant

Luis O. Revuelta
AR-007972

PZB SUBMITTAL

Date
8/12/2019

Scale
AS SHOWN

Project No.
1817

Sheet Name
PHOTOMETRIC PLAN - LEVEL 1

Sheet No.
PH-1.1

9901 W BAY HARBOR DR.

Owner Information

**MILLENIUM AMBIENTA
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36.603.3075

consultant

is O. Revuelta

R-0007972

ZB SUBMITTAL

Date _____

Scale

OWN

ct No.

Name _____

POOL DECK

et No.

PH-1.2



PAA4 SERIES

TYPE:	QUANTITY:	PROJECT:						
CATALOG NUMBER:								
	FIXTURE	FINISH	OPTION	OPTION	OPTION	OPTION	OPTION	OPTION

NOTE:
POLE SUPPLIER SHALL CERTIFY THAT
POLE AND FIXTURE MEETS 175 MPH
WIND LOAD CRITERIA AS REQUIRED
BY FLORIDA BUILDING CODE 1806
AND ASCE 7-98 AND SHALL PROVIDE
SIGNED & SEALED CALCULATIONS BY
A REGISTERED FLORIDA ENGINEER.

PAA4

Components are made of corrosion resistant 356 aluminum alloy with a copper (CU) content of less than 0.1%. All poles are designed to offer maximum resistance to wind load performing with an array of accessories and luminaire attachments.

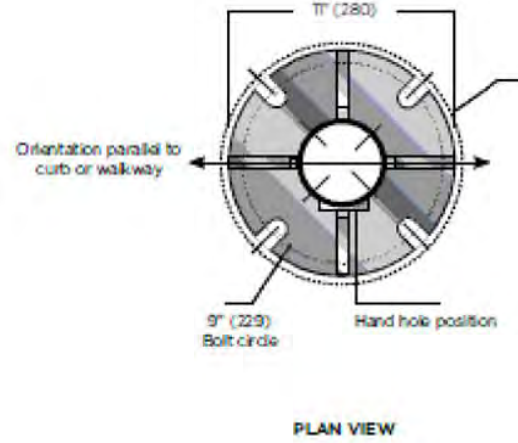
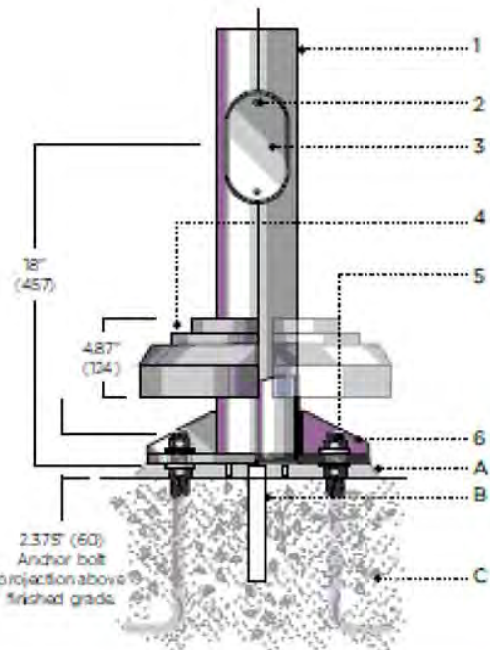
- 4" (100) O.D. X .125" (3) wall, 6061-T6 Aluminum alloy pole.
- Allen flat head stainless steel screws hardware.
- 2"x4" cast aluminum wiring accessed through structurally reinforced opening. Flush mount cover.
- Two piece structural cast aluminum base cover.
- 4.875" (124) X 13" (330) diameter.
- Set of (8) 3/4" hot dip galvanized nuts with washers.
- One piece cast aluminum T6 heat treated base, structurally reinforced with four integral gussets and collar insert to maximize pole strength.

FINISH

Five-stage preparation process including preheating of cast aluminum parts for air extraction, and an environmentally friendly alloy sealant. Polyester powder coating is applied through an electrostatic process, and oven cured for long term finish.

NOTES

- A. Grout to be packed under pole base to ensure full adherence and stability with footing and prevent loosening of leveling nuts. Provide adequate channel drainage from inside pole (by others).
- B. Electrical conduit (by others).
- C. Concrete footing (by others).

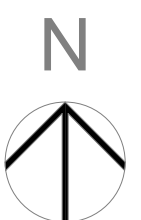


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File: BIM Server 2171817 - AMBIENTA BAY HARBOR/1817. MASSING STUDY 25 SINGLE ELEV. - By subrina - Date: 8/12/2021 9:58 AM

POOL DECK - PHOTOMETRIC PLAN

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

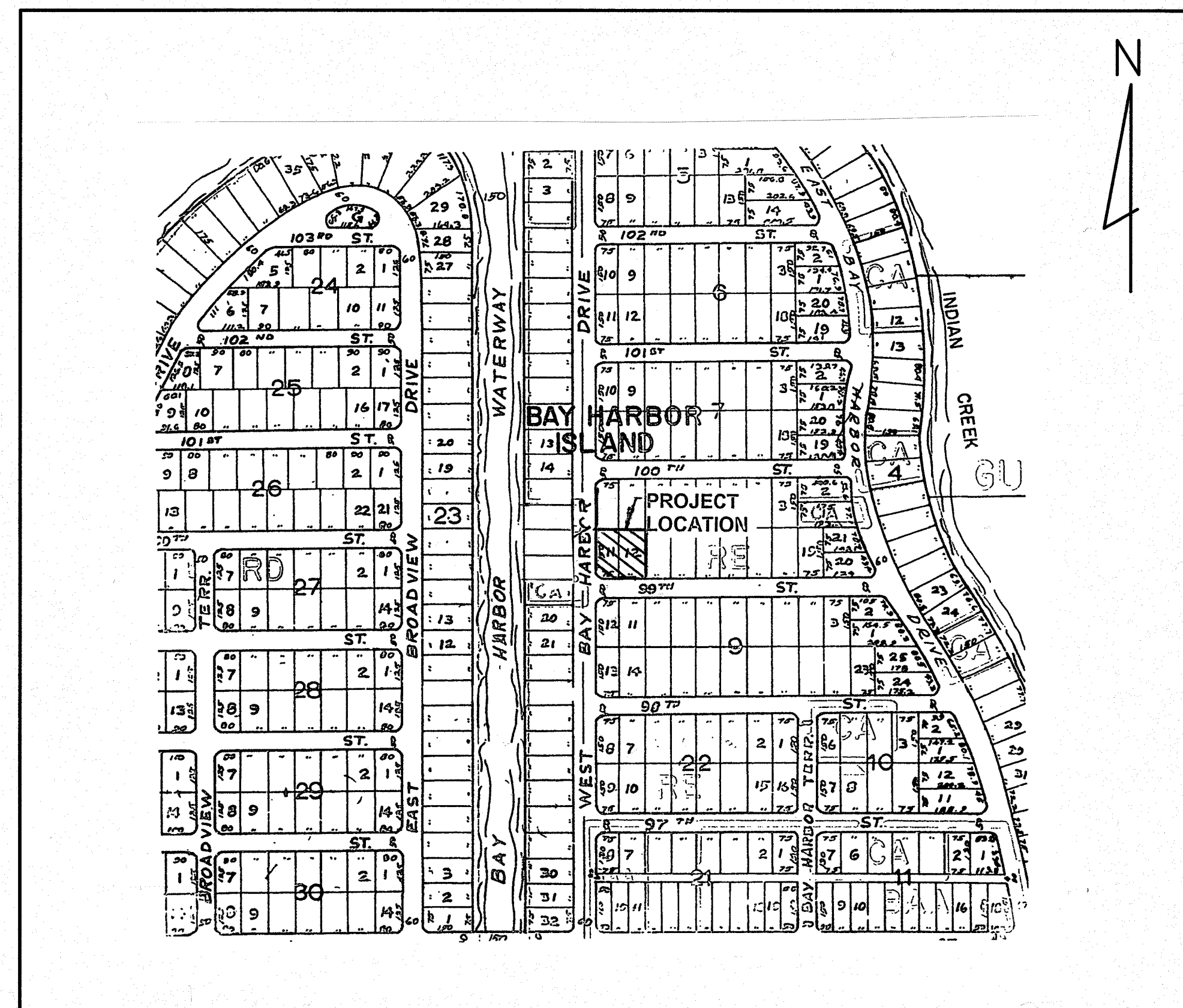


AMBIENTA CONDOMINIUMS 9901 WEST BAY HARBOR DRIVE TOWN OF BAY HARBOR ISLANDS, FLORIDA

DEVELOPERS:

MILLENIUM AMBIENTA CORPORATION

16001 COLLINS AVENUE # 2901
SUNNY ISLES FLORIDA 33160



LOCATION MAP

LEGAL DESCRIPTION:

LOTS 11 AND 12, BLOCK 8, 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, LESS THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE SOUTHEAST CORNER OF LOT 12, THENCE NORTHERLY ALONG THE EAST LINE OF LOT 12 FOR 11.00 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF LOTS 11 AND 12, FOR 125.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 14.00 FEET AND A CENTRAL ANGLE OF 90°00'10" FOR A DISTANCE OF 21.99 FEET TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG A LINE THAT IS 11.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 11 FOR 125.00 FEET TO THE NORTH LINE OF LOT 11; THENCE WEST ALONG THE NORTH LINE OF LOT 11 FOR 11.00 FEET TO THE NORTHWEST CORNER OF LOT 11; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 11 FOR 125.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'10" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE EAST ALONG THE SOUTH LINE OF LOTS 11 AND 12 FOR 125.00 FEET TO THE POINT OF BEGINNING.

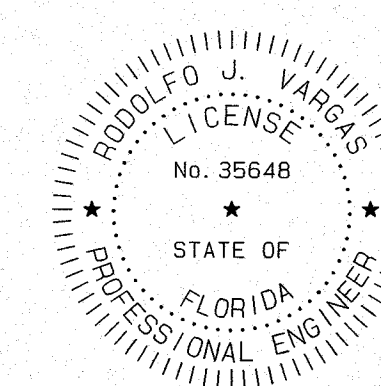
ENGINEERS:

V. S. N. ENGINEERING, INC.
CIVIL ENGINEERS

8550 W. FLAGLER STREET, SUITE 113
MIAMI, FLORIDA 33144
TEL (305) 551-6267
FAX (305) 551-4542

LIST OF DRAWINGS:

C-0	COVER SHEET AND LOCATION MAP
C-1	SITE AND PAVING PLAN
C-2	SITE AND PAVING DETAILS
C-3	DRAINAGE PLAN
C-4	GRADING PLAN
C-5	STORM DRAINAGE DETAILS
C-6	SEDIMENT TANK AND DRAINAGE WELL NO 1 DETAILS
C-7	SEDIMENT TANK AND DRAINAGE WELL NO 2 DETAILS
C-8	SITE UTILITIES PLAN
C-9	WATER AND SEWER PROFILES



RODOLFO J. VARGAS
PE • 35648

CERTIFICATE OF AUTH • 5529
dated: March 5, 2019
cad ref: 19001-10

C-0

GENERAL NOTES:

- ALL RADII ARE TO FACE OF CURB.
- TOPOGRAPHIC PROVIDED BY SUAREZ SURVEYING
- ALL SIGNS SHALL CONFORM WITH THE "MANUAL OF CONTROL DEVICES FOR STREETS AND HIGHWAYS" OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- ALL EXISTING PAVEMENT AND CURB CONNECTIONS TO PROVIDE A NEAT STRAIGHT EDGE.
- CONTRACTOR TO COORDINATE MAINTENANCE OF TRAFFIC WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT). ATTENTION IS ALSO TO THE FLORIDA DEPARTMENT OF TRANSPORTATION ROAD STANDARD INDEX, 600 THRU 650.
- IN THE EVENT THAT EXISTING CONDITIONS VARY FROM THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- FOR SITE PLAN DETAILS SEE SHEET C-2
- ALL WORK TO BE DONE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND APPLICABLE PERMITS.
- CONTRACTOR SHALL PROVIDE AS-BUILT DRAWING TO THE PROFESSIONAL LAND SURVEYOR FOR ALL WORK, VERTICAL AND HORIZONTAL INFORMATION AND A RECORD DRAWING DURING CONSTRUCTION.
- CONTRACTOR SHALL RETAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR TO LAY OUT THE WORK IN THE STATE OF FLORIDA TO LAY OUT THE WORK.
- BUILDING TO BE LAID OUT FROM ARCHITECTURAL PLANS.
- ALL EXISTING ROAD SIGNS WITHIN SIDEWALK ARE TO BE REPLACED WITH NEW ROAD SIGNS AS PER THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- EXISTING WALKWAY AREAS ON WEST BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND APPLICABLE PERMITS. THE DESIGN OF THIS WALKWAY AREAS IS NOT TO BE CHANGED. THE SCOPE OF THESE PLANS IS ONLY TO LAY OUT THE WORK AS PER THE ORIGINAL DESIGN AS APPROVED BY THE TOWN OF BAY HARBOR ISLANDS TO OBTAIN THIS WORK.

LEGEND:

- STREET WALKWAY (SEE NOTE 13)
- 1" MILLING AND 1" RESURFACING
- HEAVY DUTY PAVEMENT
- HANDICAPPED PARKING SPACES
- TRAFFIC SIGN
- REFERENCE LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- CURB
- CURB & GUTTER
- DIRECTIONAL ARROW
- PEDESTRIAN RAMP

99TH STREET

SITE AND PAV

SCALE: 1" = 10'

1. ALL RADII ARE TO FACE OF CURB.
2. TOPOGRAPHIC PROVIDED BY SUAREZ SURVEYING & MAPPING INC
3. ALL SIGNS SHALL CONFORM WITH THE *MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR HIGHWAYS* AND THE *MANUAL ON UNIFORM CONTROL OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
4. ALL EXISTING PAVEMENT AND CURB CONNECTIONS MUST BE SAW-CUT TO PROVIDE A NEAT STRAIGHT EDGE.
5. CONTRACTOR TO COORDINATE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY AND SHALL BE IN COMPLIANCE WITH THE *MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION FHM 300)* AND *FLORIDA TRAFFIC CONTROL DEVICES STANDARD INDEX, 6TH THROUGH 650.
6. IN THE EVENT THAT EXISTING CONDITIONS VARY FROM THOSE INDICATED TO THE EXTENT THAT A "FIELD REVISION" IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
7. FOR SITE PLAN DETAILS SEE SHEET C-2
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY STANDARD DETAILS AND SPECIFICATIONS AND APPLICABLE PERMITS.
9. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS CERTIFIED BY A PROFESSIONAL LAND SURVEYOR FOR ALL WORK, PERFORMED INCLUDING SURVEYAL AND HORIZONTAL ALIGNMENT AND ANY EXISTING UTILITY ENCOUNTERED DURING CONSTRUCTION.
10. CONTRACTOR SHALL RETAIN THE SERVICES OF A REGISTERED SURVEYOR IN THE STATE OF FLORIDA TO LAY OUT THE WORK.
11. BUILDING TO BE LAID OUT FROM ARCHITECTURAL PLANS.
12. ALL EXISTING ROAD SIGNS WITHIN SIDEWALK AREAS TO BE REMOVED AND REPLACE WITH NEW ROAD SIGNS AS PER THE TOWN OF BAY HARBOR STANDARD REQUIREMENTS.
13. EXISTING WALKWAY AREAS ON WEST BAY HARBOR DRIVE HAVE BEEN DESIGNED BY OTHERS AS INTENDED BY THE TOWN OF BAY HARBOR ISLANDS. THE DESIGN OF THIS WALKWAY AREAS IS NOT INCLUDED IN THIS PROJECT. THE SCOPE OF THIS PLANS IS ONLY TO RE-ESTABLISH THESE AREAS AS PER THE ORIGINAL DESIGN AS APPROVED BY THE TOWN OF BAY HARBOR ISLANDS.
14. CONTRACTOR IS RESPONSIBLE TO REPLACE IN KIND ALL EXISTING ROADWAY STRIPING AFTER MILLING AND RESURFACING. CONTRACTOR SHALL CONTACT THE TOWN OF BAY HARBOR ISLANDS TO OBTAIN THE SPECIFICATIONS TO PRODUCE THIS WORK.

	EXISTING	PROPOSED
STREET WALKWAY (SEE NOTE 13)		
1" MILLING AND 1" RESURFACING		
HEAVY DUTY PAVEMENT		
HANDICAPPED PARKING SPACES		
TRAFFIC SIGN		
REFERENCE LINE		
RIGHT-OF-WAY LINE		
PROPERTY LINE		
CURB		
CURB & GUTTER		
DIRECTIONAL ARROW		
PEDESTRIAN RAMP		

SCALE: 1" = 10'

SITE AND PAVING PLAN

NSV

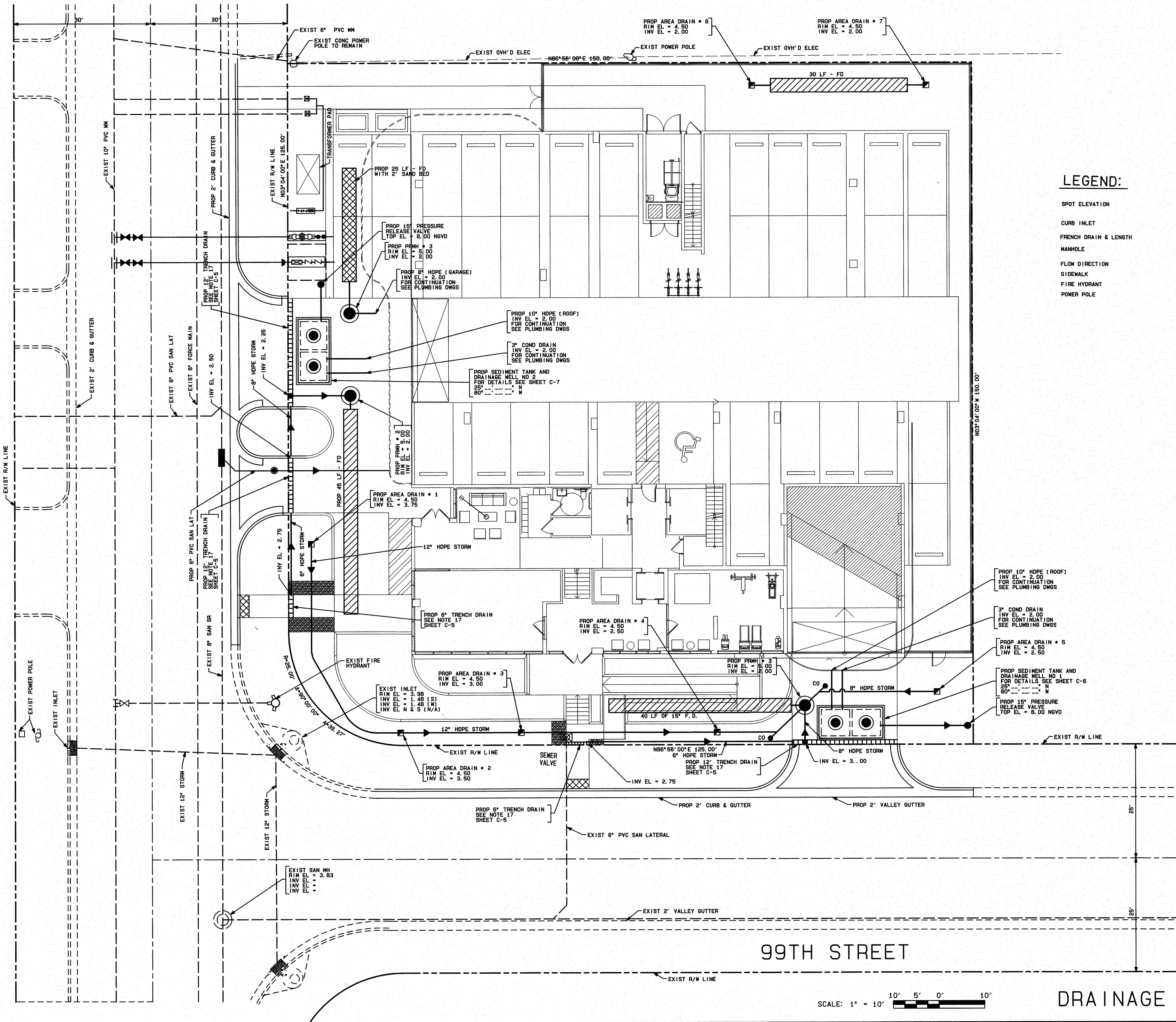
■ CIVIL
 ■ LAND DEVELOPMENT
 ■ TRAFFIC AND TRANSPORTATION
 8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
 TEL. (305)551-6267 FAX (305)551-4542
 e-mail: vsn@vsneng.com

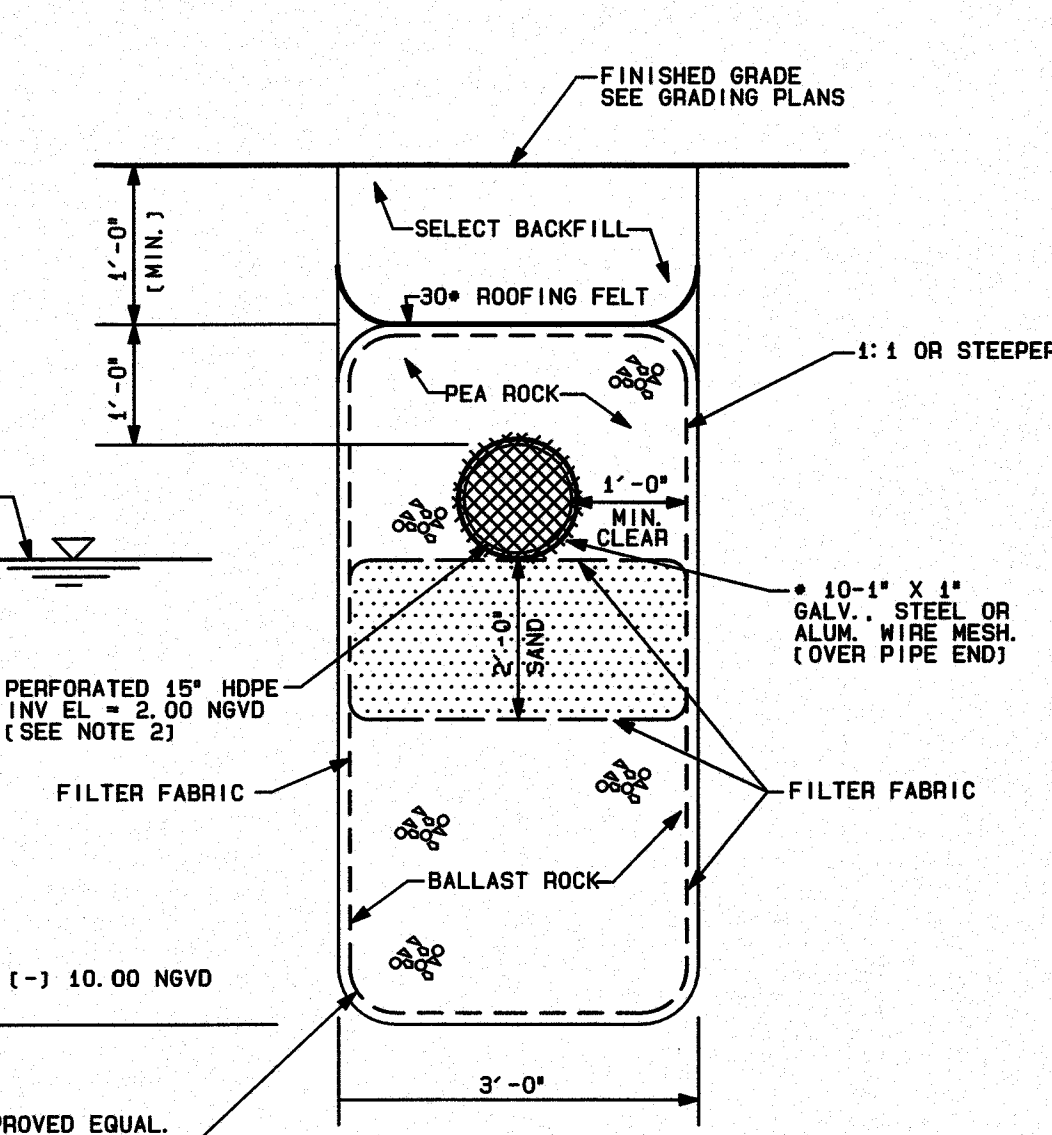
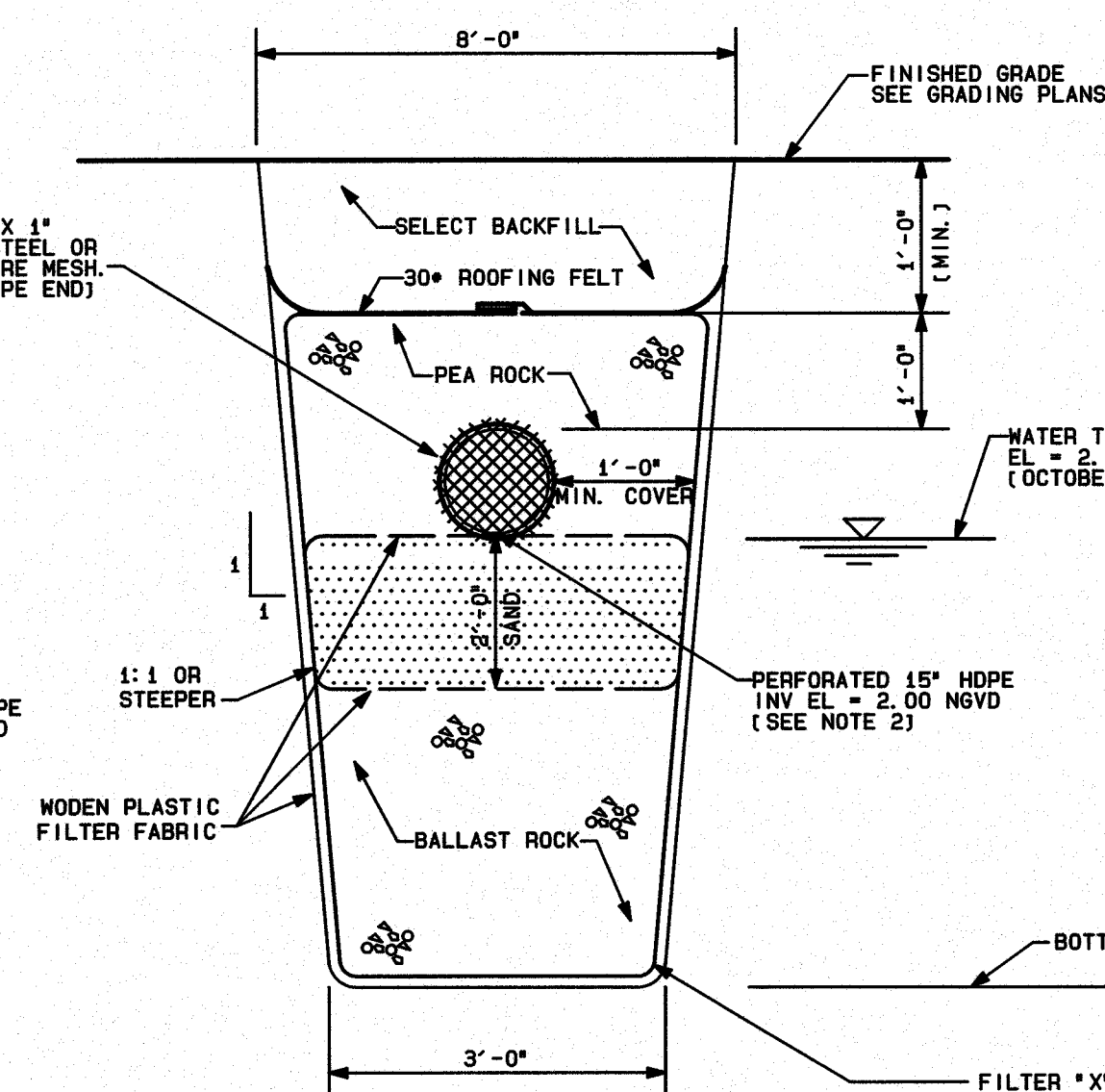
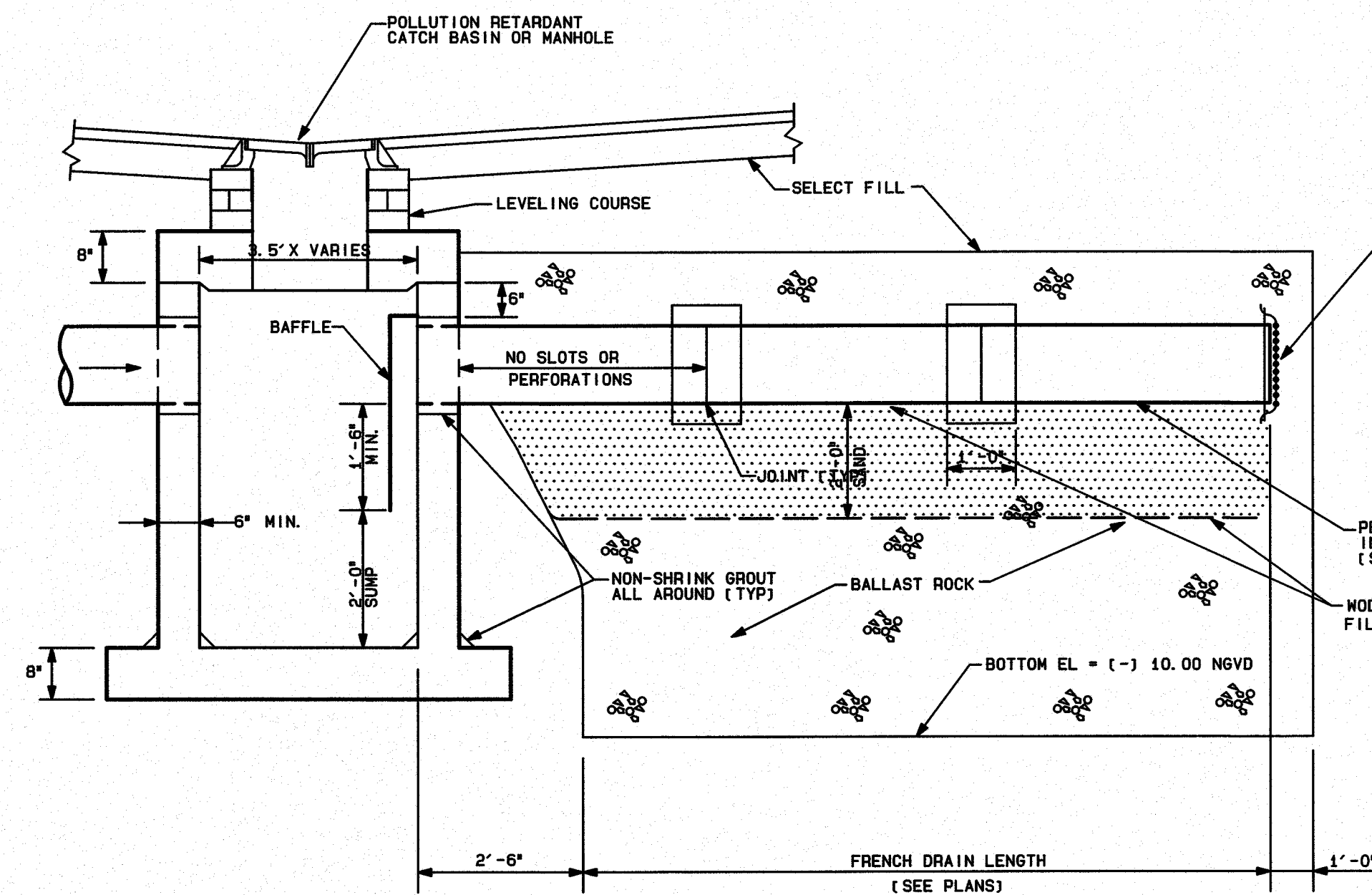
[illegible]

A circular professional engineer seal for Rodolfo J. Vargas. The outer ring contains the text "RODOLFO J. VARGAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the word "LICENSE" at the top, the number "No. 35648" in the center, and "STATE OF FLORIDA" at the bottom, also separated by two stars. The seal is surrounded by a border of short radial lines.

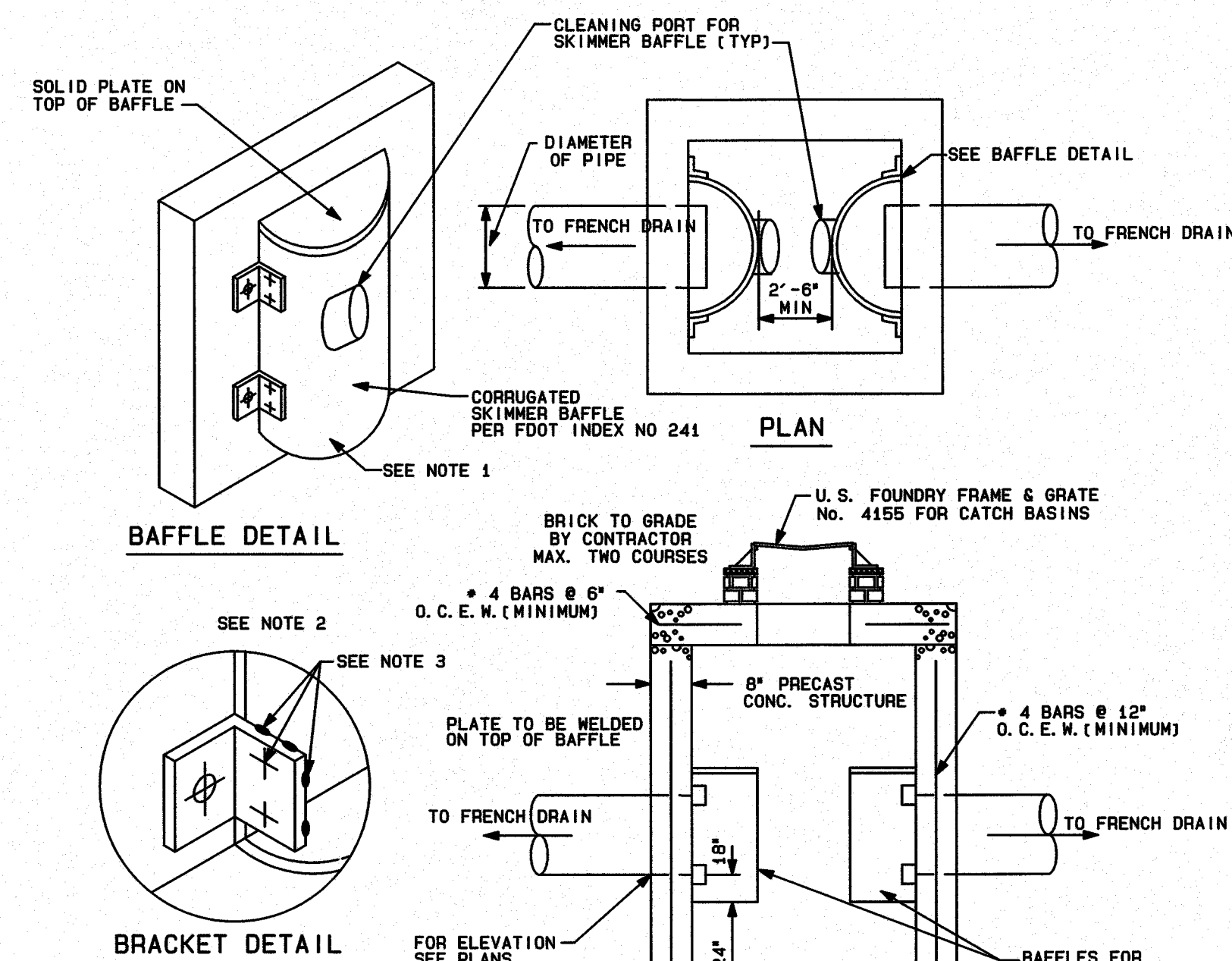
C-1

WEST BAY HARBOR DRIVE





- NOTE:
1. FRENCH DRAIN TO BE IN ACCORDANCE WITH
DADE COUNTY STANDARD DETAILS SD-1.1
LATEST REVISION MARCH 12, 1992.
 2. MOVEN PLASTIC FILTER FABRIC (AT EACH SIDE,
TOP AND BOTTOM) SHALL BE USED IN SANDY OR
FILLED AREAS.
 3. WASH DOWN THE BALLAST ROCK WITH CLEAN WATER
AFTER ROCK HAS BEEN PLACED TO THE PROPER
ELEVATION TO ALLOW FOR INITIAL SETTLEMENT THAT
MAY OCCUR. ADD ADDITIONAL BALLAST ROCK TO RESTORE
ROCK TO THE PROPER ELEVATION IN ACCORDANCE WITH
THE DETAILS.
 4. FOR PERFORATED CMP PIPE JOINT ARE TO BE BANDED,
BUT NOT GASKETED.
 5. FOR BAFFLE DETAILS SEE THIS SHEET



- DRAINAGE NOTES:

1. These plans have been prepared with the best information available to the Engineer. Contractor must verify all existing underground utilities prior to beginning of construction. If any discrepancies are encountered to prevent that a "field revision" is required, Engineer must be notified immediately.
2. It is the responsibility of the Contractor to protect all existing improvements during construction. If any damage occurs as a result of the construction activities, Contractor shall restore such improvements to identical line, grade, esthetical and structural conditions as they were prior to beginning of construction.
3. All elevations refer to National Geodetic Vertical Datum (N.G.V.D.), 1929.
4. Dade County Flood Criteria for this project is 5.00 (N.G.V.D.).
5. October High Water Elevation is 2.00 (N.G.V.D.).
6. All proposed elevations are to edge of pavement or driveway center line.
7. The following items shall be constructed in accordance with the referenced details from the Dade County Public Works Manual:

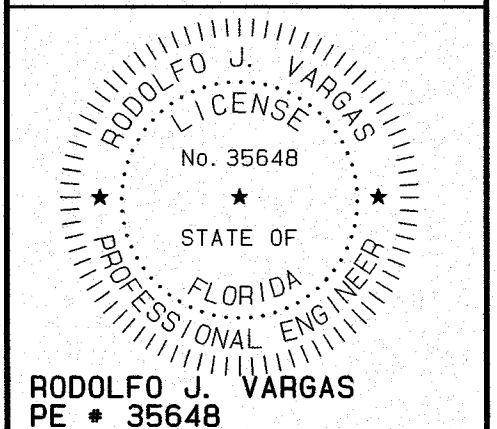
a. French Drain.....	S.D. 1.1
b. Catch Basin.....	S.D. 2.1
c. Catch Basin Frame.....	S.D. 3.3
d. 2 Valley Gutter.....	R. 14.6
e. P-6 Inlet.....	S.D. 4.4
f. Swale Inlet.....	SD 3.1
8. Contractor must observe extreme care to prevent debris, silt and fines from entering French Drain, Inlet Grates shall remain covered with filter fabric during construction until the system is ready to enter in operation.
9. Contractor to verify soil conditions at site. If muck is encountered, contractor shall remove area and fill to grade with minimum 90% density.
10. All areas not paved must be sodded.
11. All work to be done in accordance with Miami-Dade County Public Works Standard and Town of Bal Harbor Islands Details and Specifications.
12. All topographic and survey information is based on Sketches of Survey prepared by Suarez Surveying & Mapping Inc.
13. Pipe requirements:
French drain pipes shall be ADS Corrugated Polyethylene (Perforated). All other pipes shall be ADS N-12 Polyethylene Non-Perforated. (or approved equal).
14. Contractor shall provide a Paving and Drainage "AS-BUILT PLAN" certified by a Professional Registered Land Surveyor in the State of Florida reflecting all the features of the Stormwater System and should include details of manholes, catch basins, catch basin rim and invert elevations, French drain length and bottom elevation, etc.
15. a. Drainage Trenches to be ZURN Z-892 12" Perma-Trench as per ZURN FLO-DRAIN COMPANY (813) 754-7148 or approved equal.
16. Trench Drains shall be capable of conveying a minimum flow of 1,709 gpm at the last down stream section.
17. Contractor shall submit Shop Drawings and documentation for review and approval prior to ordering and shall strictly follow manufacture's Specifications and Installation Instructions.
- d. Trench Drain grates shall be selected by the Project Architect.

AMBIENTA
CONDOMINIUM

9901 WEST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLO

[illegible]

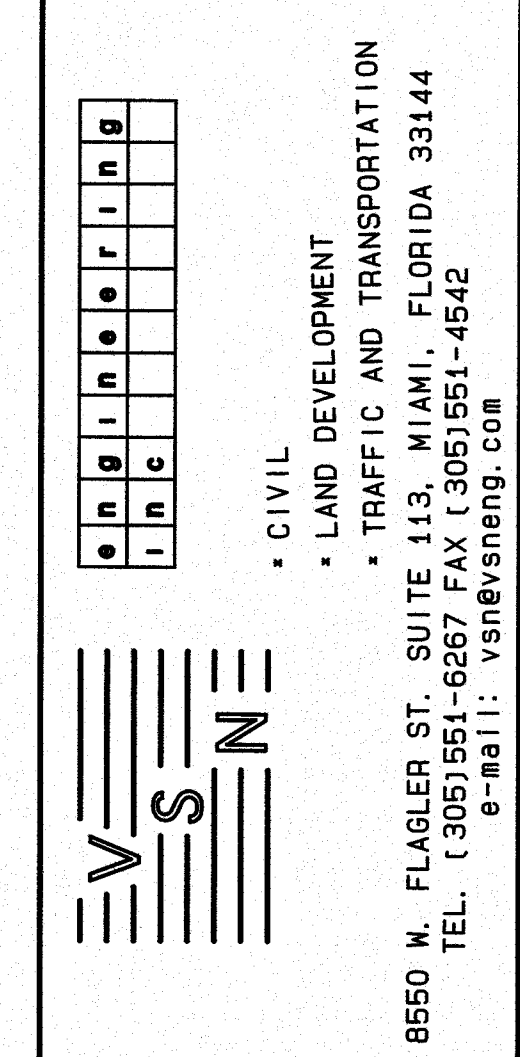
designed	L. SERRATE
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VARGAS
proj no	19001-01
scale	AS SHOWN
date	MARCH 5, 2019
cad ref	19001-15



drawing

C-5

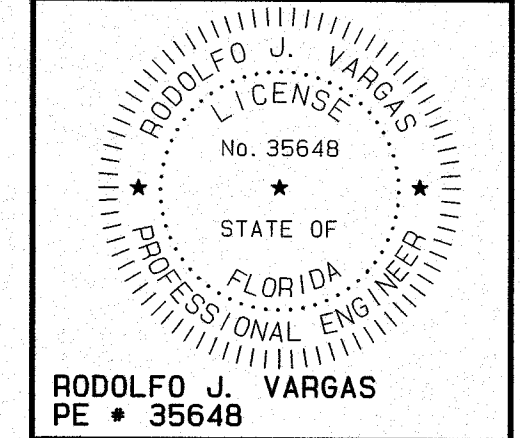
STORM DRAINAGE DETAILS



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CONDOMINIUMS
9901 WEST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

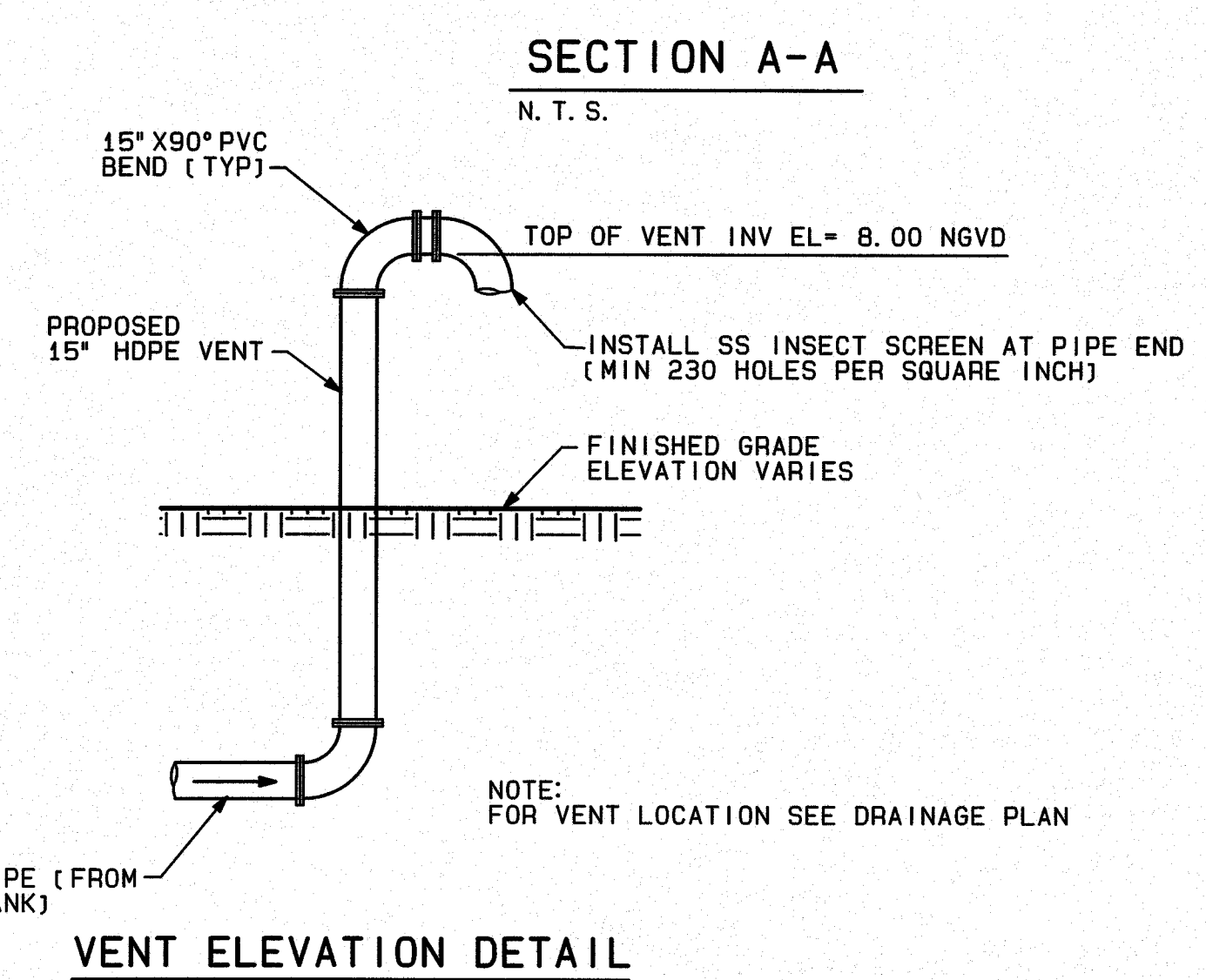
[illegible]

designed	R. VARGAS
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VARGAS
proj no	19001-01
scale	AS SHOWN
date	MARCH 5, 2019
cad ref	19001-16

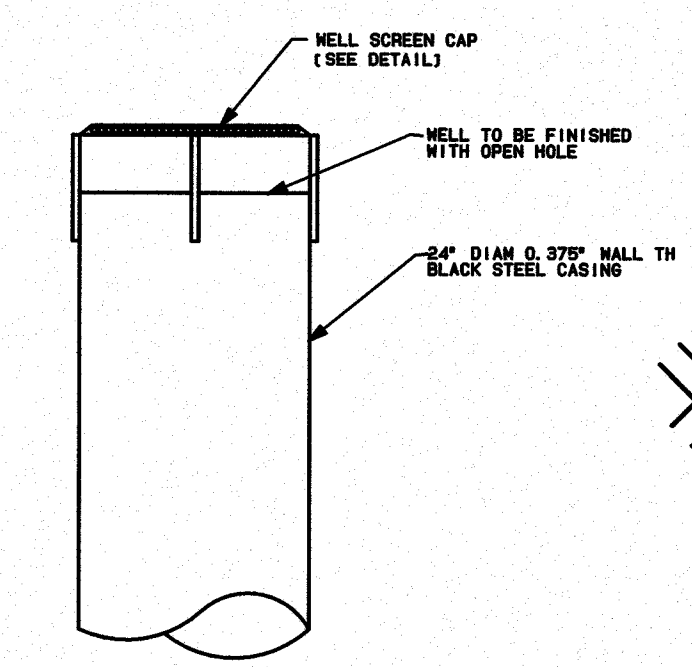


drawing

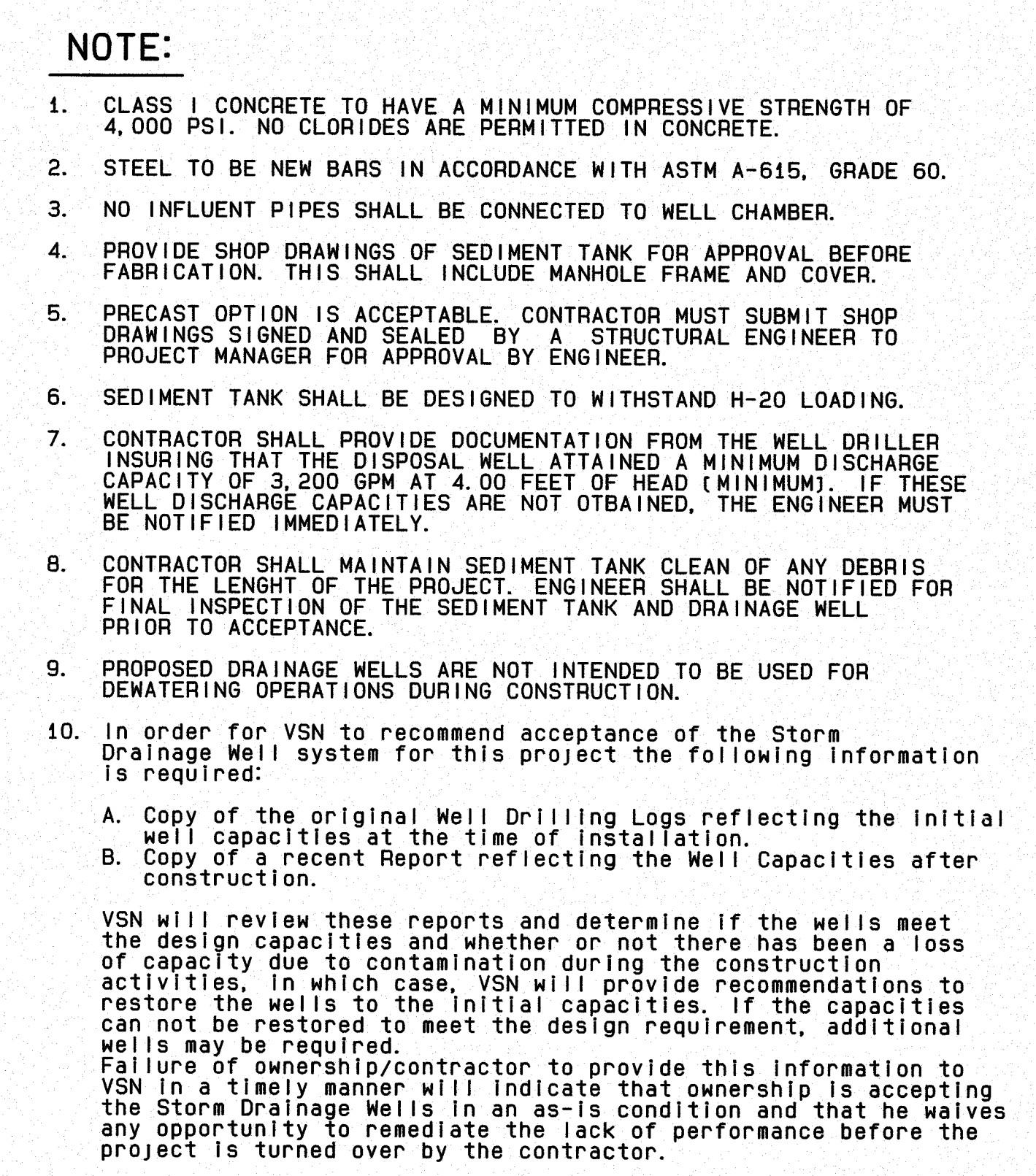
C-6



VENT ELEVATION DETAIL

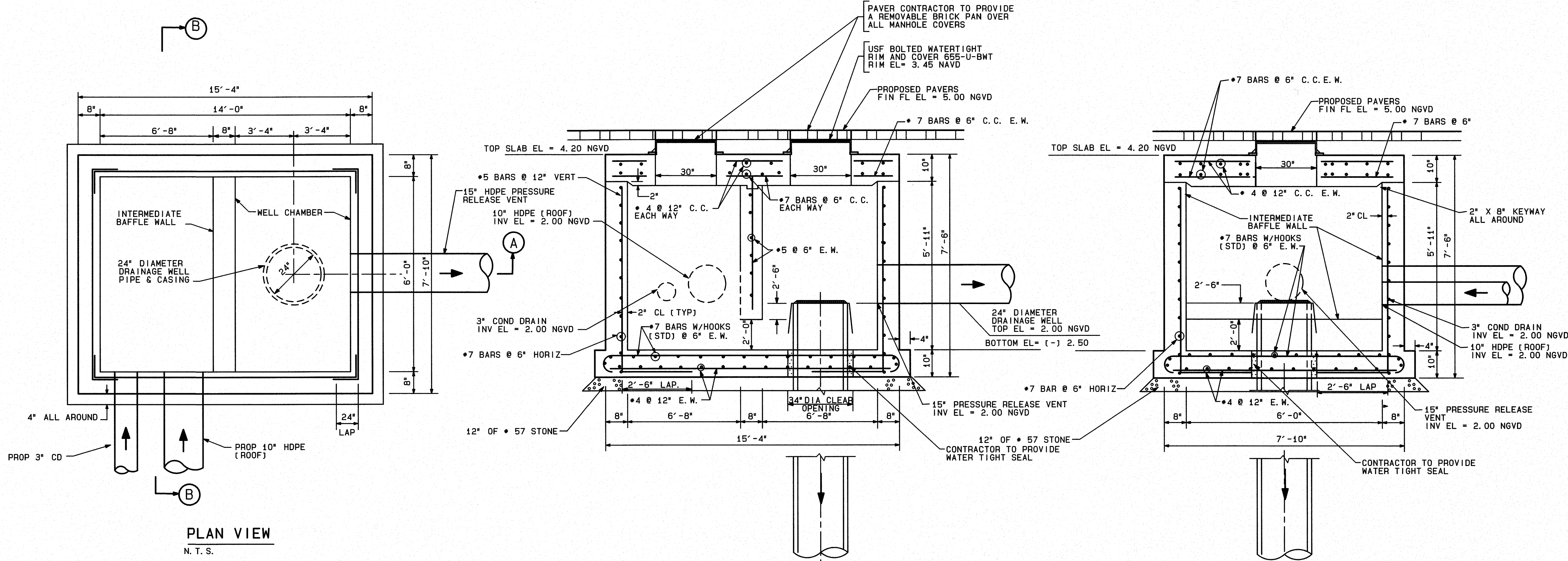


WELL SCREEN DETAIL

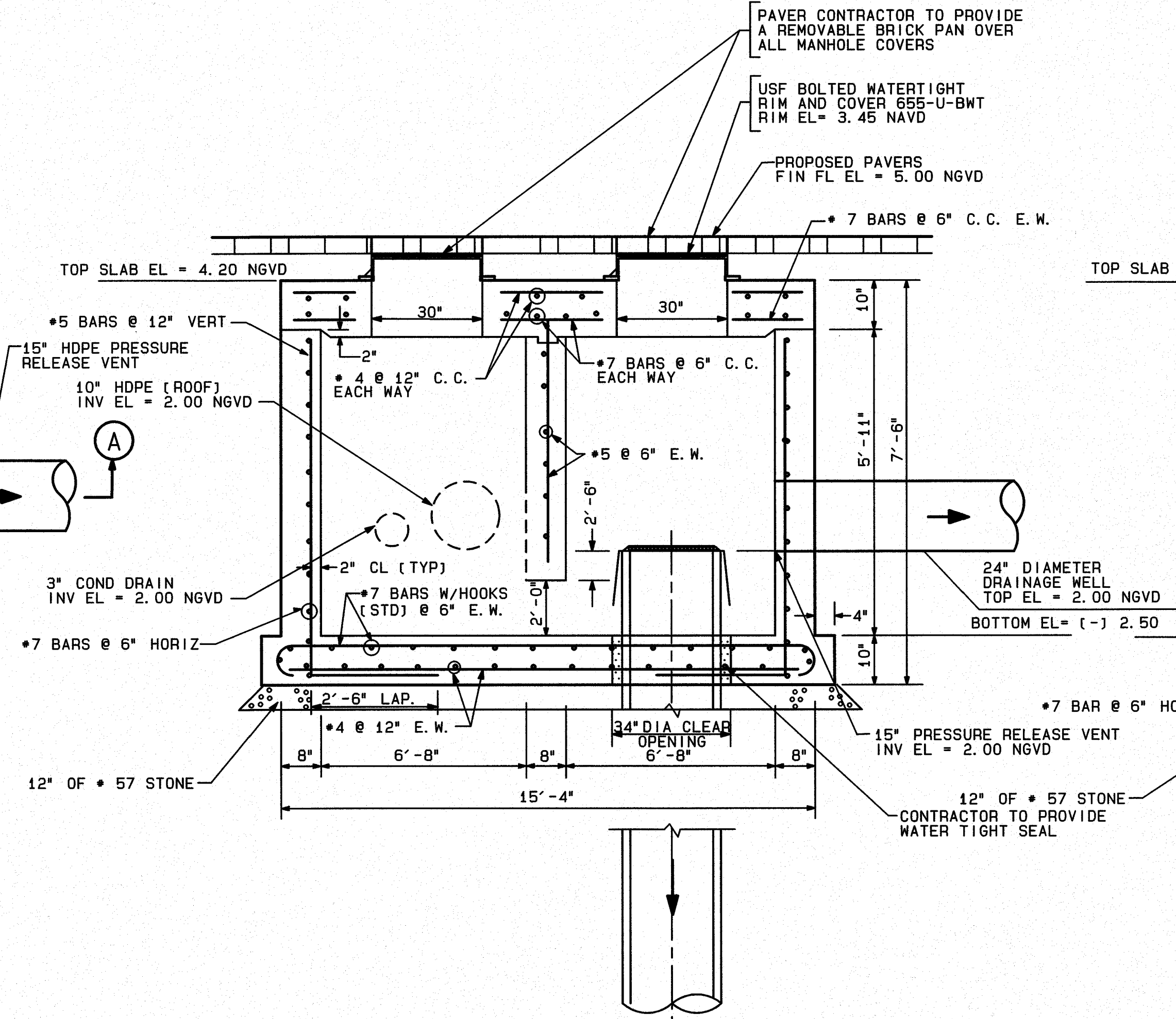


TYPICAL OPENING REINFORCING DETAIL

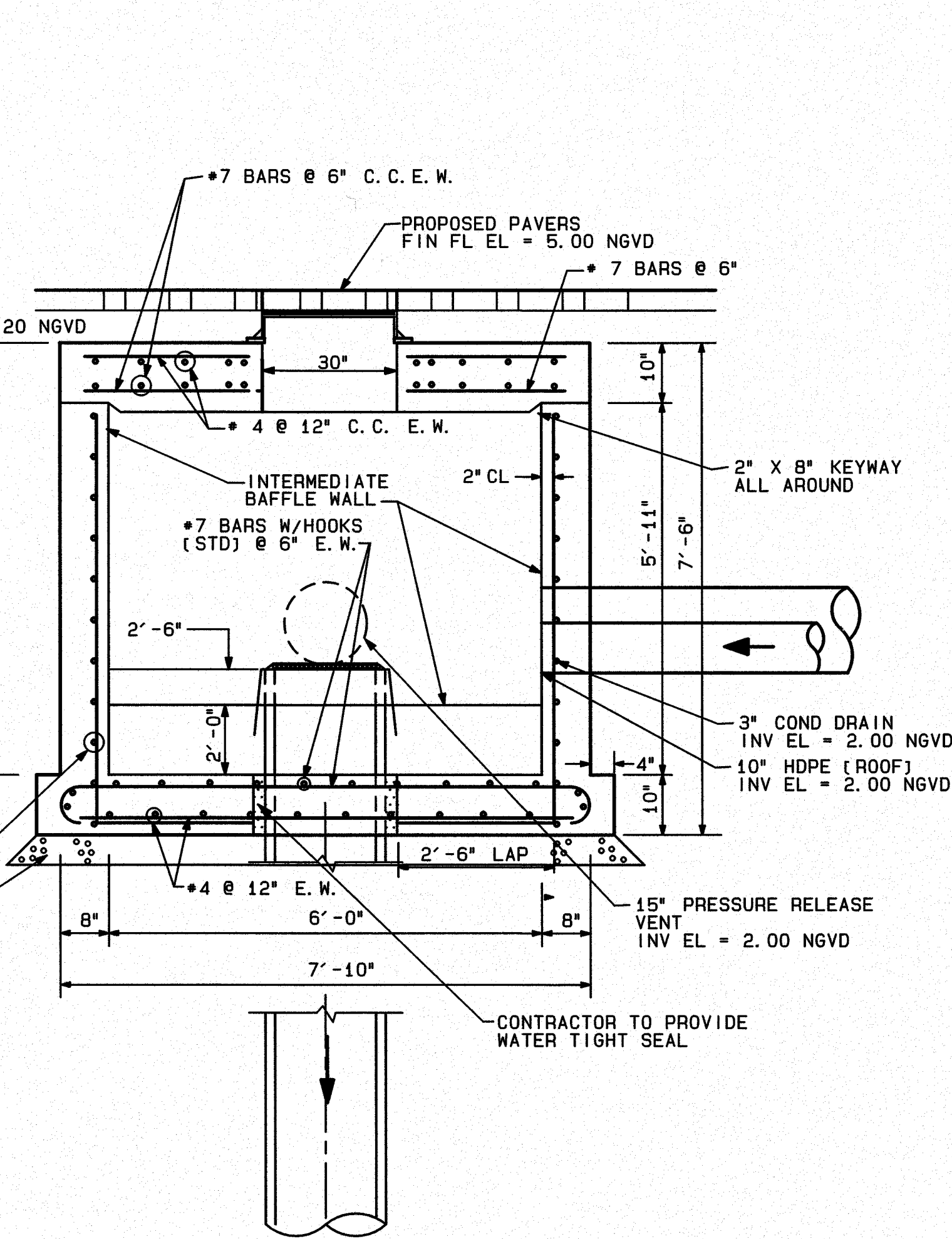
SEDIMENT TANK AND DRAINAGE WELL NO 1 DETAILS



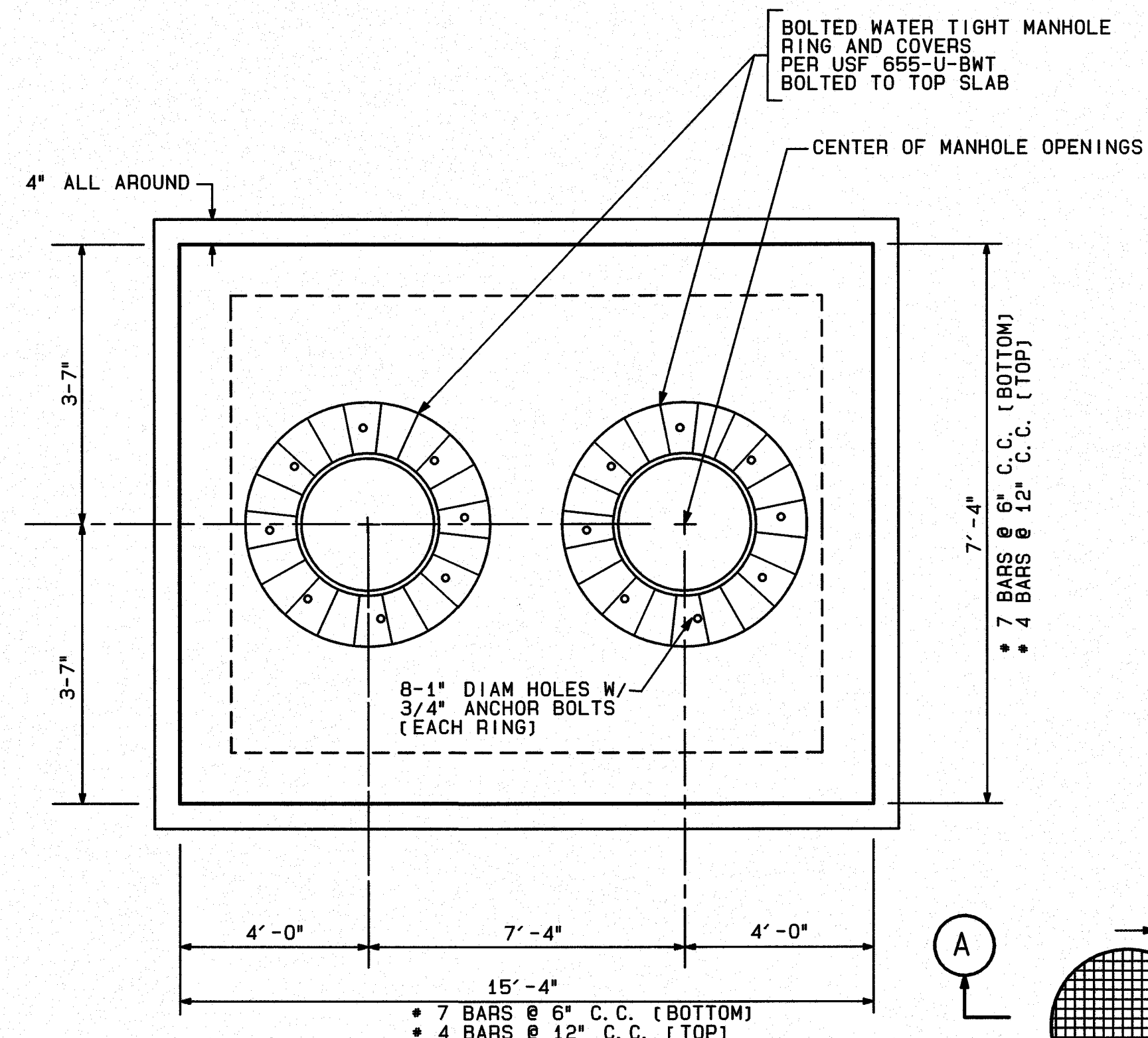
PLAN VIEW
N. T. S.



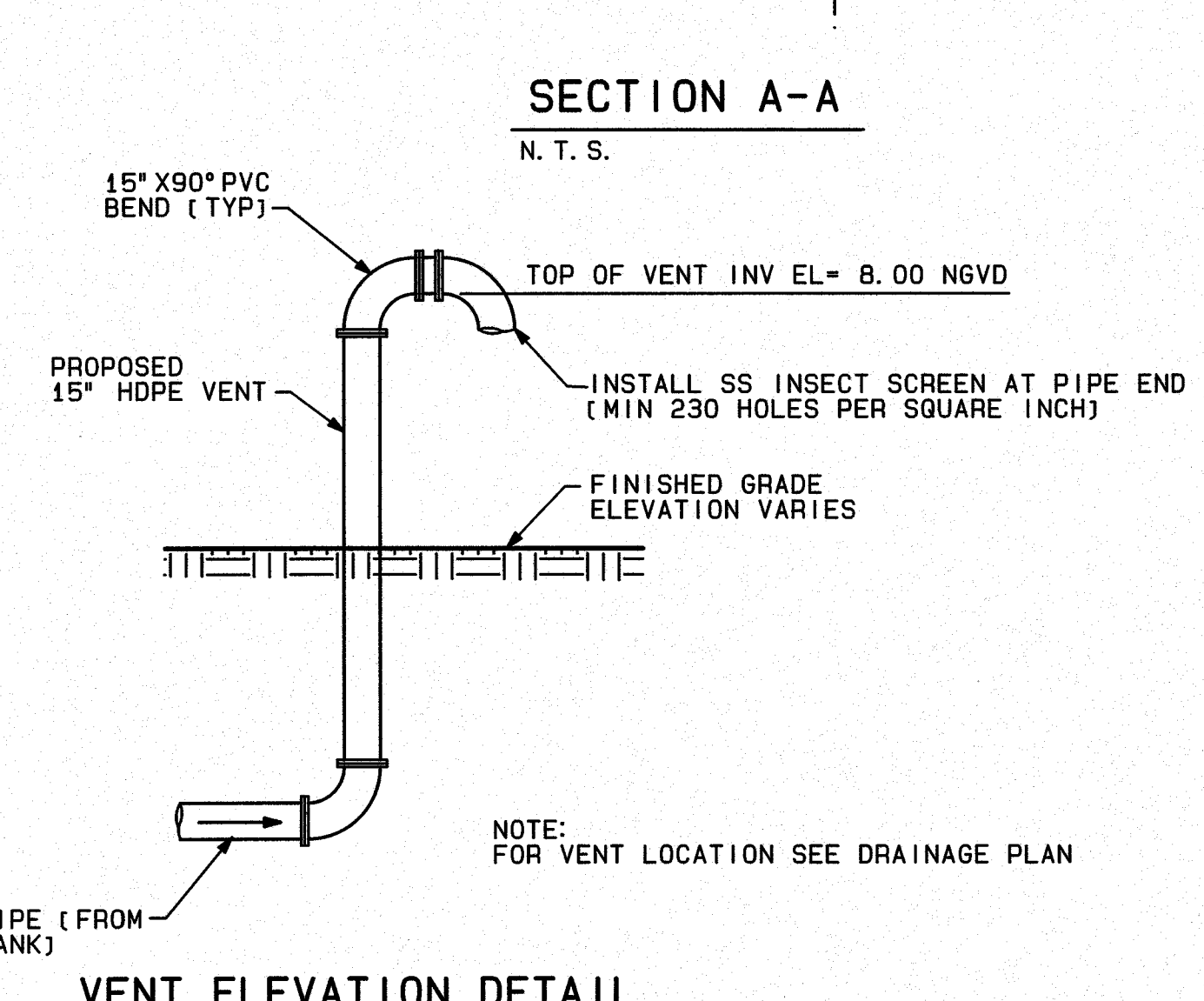
SECTION A-A
N. T. S.



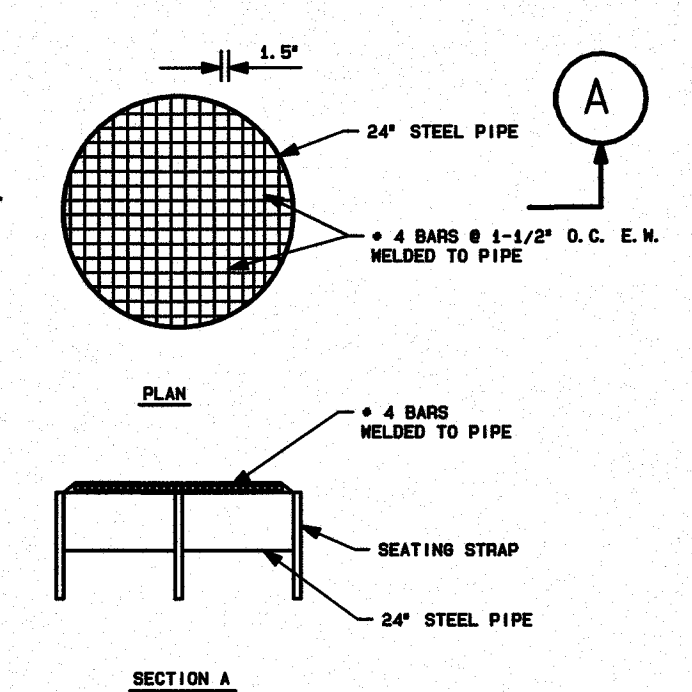
SECTION B-B
N. T. S.



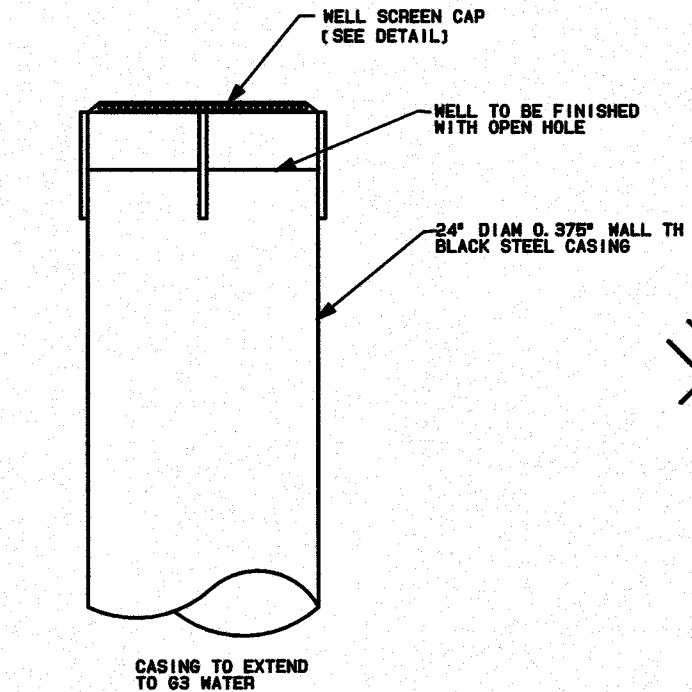
TOP SLAB REINFORCING DETAIL
N. T. S.



VENT ELEVATION DETAIL



WELL SCREEN DETAIL
N. T. S.



TYPICAL OPENING REINFORCING DETAIL
N. T. S.

NOTE:

1. CLASS I CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. NO CHLORIDES ARE PERMITTED IN CONCRETE.
2. STEEL TO BE NEW BARS IN ACCORDANCE WITH ASTM A-615, GRADE 60.
3. NO INFLUENT PIPES SHALL BE CONNECTED TO WELL CHAMBER.
4. PROVIDE SHOP DRAWINGS OF SEDIMENT TANK FOR APPROVAL BEFORE FABRICATION. THIS SHALL INCLUDE MANHOLE FRAME AND COVER.
5. PRECAST OPTION IS ACCEPTABLE. CONTRACTOR MUST SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER TO PROJECT MANAGER FOR APPROVAL BY ENGINEER.
6. SEDIMENT TANK SHALL BE DESIGNED TO WITHSTAND H-20 LOADING.
7. CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE WELL DRILLER INSURING THAT THE DISPOSAL WELL ATTAINED A MINIMUM DISCHARGE CAPACITY OF 3,200 GPM AT 4.00 FEET OF HEAD (MINIMUM). IF THESE WELL DISCHARGE CAPACITIES ARE NOT OBTAINED, THE ENGINEER MUST BE NOTIFIED IMMEDIATELY.
8. CONTRACTOR SHALL MAINTAIN SEDIMENT TANK CLEAN OF ANY DEBRIS FOR THE LENGTH OF THE PROJECT. ENGINEER SHALL BE NOTIFIED FOR FINAL INSPECTION OF THE SEDIMENT TANK AND DRAINAGE WELL PRIOR TO ACCEPTANCE.
9. PROPOSED DRAINAGE WELLS ARE NOT INTENDED TO BE USED FOR DEWATERING OPERATIONS DURING CONSTRUCTION.
10. In order for VSN to recommend acceptance of the Storm Drainage Well system for this project the following information is required:
 - A. Copy of the original Well Drilling Logs reflecting the initial well capacities at the time of installation.
 - B. Copy of a recent Report reflecting the Well Capacities after construction.

VSN will review these reports and determine if the wells meet the design capacities and whether or not there has been a loss of capacity due to contamination during the construction activities. In which case, VSN will provide recommendations to restore the wells to the initial capacities. If the capacities can not be restored to meet the design requirement, additional wells may be required. Failure of ownership/contractor to provide this information to VSN in a timely manner will indicate that ownership is accepting the Storm Drainage Wells in an as-is condition and that he waives any opportunity to remediate the lack of performance before the project is turned over by the contractor.

SEDIMENT TANK AND
DRAINAGE WELL NO 2 DETAILS

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CONDOMINIUMS

9901 WEST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

C-7

CIVIL
LAND DEVELOPMENT
TRAFFIC AND TRANSPORTATION

8550 W. FLAGLER ST. SUITE 113, MIAMI, FLORIDA 33144
TEL: (305)551-6267 FAX (305)551-4542
e-mail: vsn@vsneng.com

designed R. VARGAS
drawn N. SERRATE
checked L. SERRATE
approved R. VARGAS
proj no 19001-01
scale AS SHOWN
date MARCH 5, 2019
cad ref 19001-17

drawing

RODOLFO J. VARGAS
PE # 35648

drawing

C-7

drawing

EXIST 6" PVC WM
EXIST CONC POWER
POLE TO REMAIN

EXIST WATER METERS
TO BE REMOVED BY TOWN
BAY HARBOR ISLAND
AT OWNER'S EXPENSE
RECONNECT EXIST WATER
LINES TO PROP 2" PVC WM
AS SHOWN

EXIST OVH'D ELEC

EXIST POWER POLE

EXIST OVH'D ELEC

N86°56'00"E 150.00'

EXIST W.M.
EXIST W.M.

PROP 2" PVC WM

PROP 2" ULTRASONIC METER
AND 2" BACKFLOW PREVENTER
PER TOWN OF BAY HARBOR
ISLANDS AT OWNER'S EXPENSE
SEE SHEET C-8 FOR DETAILS

8" DOUBLE DETECTOR CHECK
VALVE ASSEMBLY FOR FIRE
LINE PER BAY HARBOR ISLANDS
DETAILS

6" DIP FIRE LINE
FOR CONTINUATION
SEE FIRE PROTECTION
DRAWINGS

3" DOM SERVICE
FOR CONTINUATION
SEE PLUMBING DWGS

PROP 2" 18118 SERVICE
FOR CONT SEE TRNG DWGS
N03°04'00"E 125.00'

TRANSFORMER PAD

PROP 4" X3" REDUCER

PROP 8" PVC FIRE LINE
EXIST 6" FORCE MAIN

PROP 2' CURB & GUTTER

PROP 10" X8" TAPPING SLEEVE
AND 8" TAPPING VALVE
PER M&SD DETAIL SS 1.7

PROP 8" GATE VALVE

EXIST 10" X8" TAPPING SLEEVE
AND 8" TAPPING VALVE
PER M&SD DETAIL SS 1.7

EXIST 2' CURB & GUTTER

EXIST 10" PVC WM

PROP 4" PVC WM

PROP 8" GATE VALVE

CUT INTO EXISTING
8" PVC SAN LAT
8" PVC SAN LATERAL
INV EL

PROVIDE EASEMENT
PER CITY STANDARDS

PROP 8" PVC CLEAN-OUT
PER M&SD DETAIL SS 1.0

EXIST R/W LINE

PROP 3" ULTRASONIC METER
AND 3" BACKFLOW PREVENTER
PER TOWN OF BAY HARBOR
ISLANDS AT OWNER'S EXPENSE
SEE SHEET C-8 FOR DETAILS

PROP SEDIMENT TANK AND
DRAINAGE WELL NO 2

GARAGE LEVEL
FIN FL EL = 4.67 NGVD

PROP BUILDING

PROP 6" PVC SAN LAT
INV EL
FOR CONTINUATION
SEE PLUMBING DWGS

FFE = 5.00 NGVD

LOBBY LEVEL
FFE = 9.00 NGVD

PROP 6" PVC SAN LAT
INV EL = 3.98
FOR CONTINUATION
SEE PLUMBING DWGS

REMOVE EXIST PLUG AND
CONNECT TO PROPOSED
6" PVC SAN LATERAL
INV EL
TO BE FIELD VERIFIED
PRIOR TO CONSTRUCTION

EXIST FIRE HYDRANT

EXIST INLET
RIM EL = 3.98
INV EL = 1.46 (S)
INV EL = 1.46 (W)
INV EL N & S (N/A)

EXIST R/W LINE

EXIST CLEAN-OUT

N86°56'00"E 125.00'

PROP 6" PVC CLEAN-OUT
PER M&SD DETAIL SS 1.0

PROP 2' CURB & GUTTER

EXIST 6" PVC SAN LATERAL

EXIST 12" STORM

EXIST 12" STORM

EXIST SAN MH
RIM EL = 3.83
INV EL = 1.46 (S)
INV EL = 1.46 (W)
INV EL N & S (N/A)

EXIST 2" VALLEY GUTTER

EXIST 8" PVC SAN SR

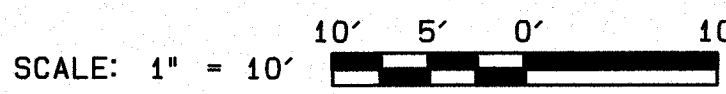
99TH STREET

EXIST R/W LINE

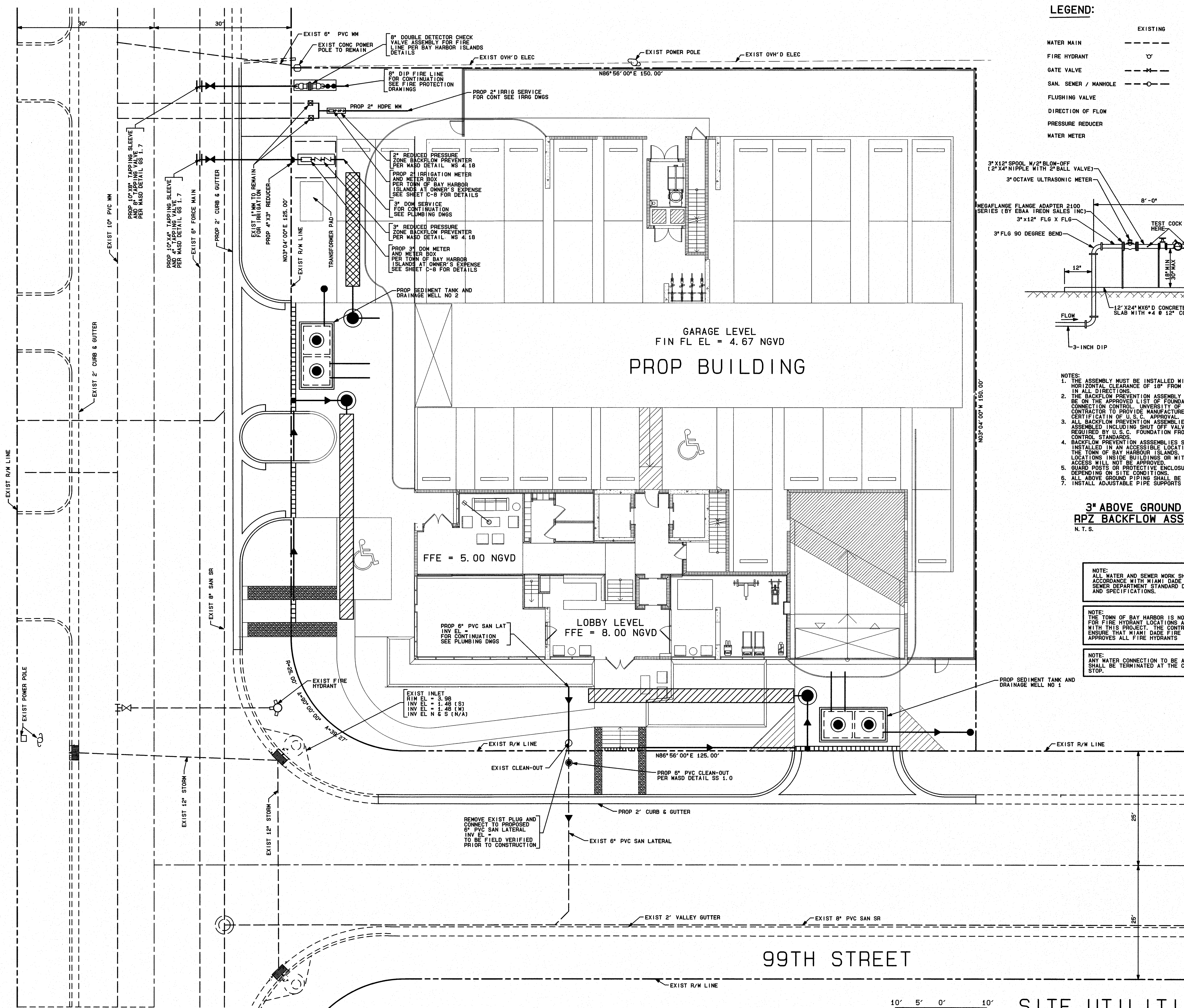
SCALE: 1" = 10'

Scale: 1" = 10'

N

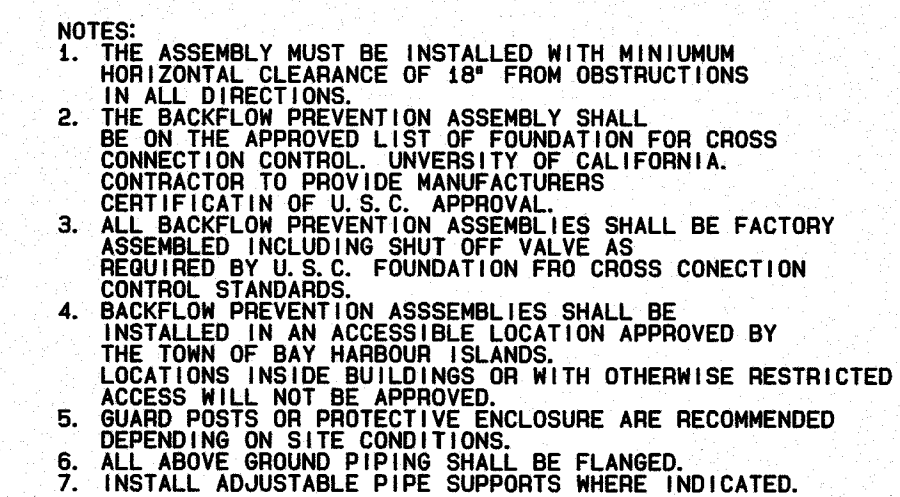


C-8



Scale: 1" = 10'

N



NOTE:
ALL WATER AND SEWER WORK SHALL BE IN
ACCORDANCE WITH MIAMI DADE WATER AND
SEWER DEPARTMENT STANDARD DETAILS
AND SPECIFICATIONS.

NOTE:
THE TOWN OF BAY HARBOR IS NOT RESPONSIBLE
FOR FIRE HYDRANT LOCATIONS ASSOCIATED
WITH THIS PROJECT. THE CONTRACTOR SHALL
ENSURE THAT MIAMI DADE FIRE DEPARTMENT
APPROVES ALL FIRE HYDRANTS

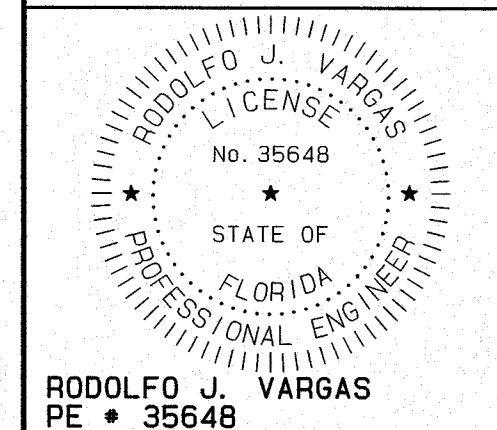
NOTE:
ANY WATER CONNECTION TO BE ABANDONED
SHALL BE TERMINATED AT THE CORPORATION
STOP.

CE V S N

AMBIENTA
CONDOMINIUMS
9901 WEST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FLORIDA

[illegible]

designed	L. SERRATE
drawn	N. SERRATE
checked	L. SERRATE
approved	R. VARGAS
proj no	19001-01
scale	1" = 10'
date	JAN 29, 2019
cad ref	19001-18



drawing

C-9

SCALE: 1" = 10'

SITE UTILITIES PLAN



PARADISE TREE



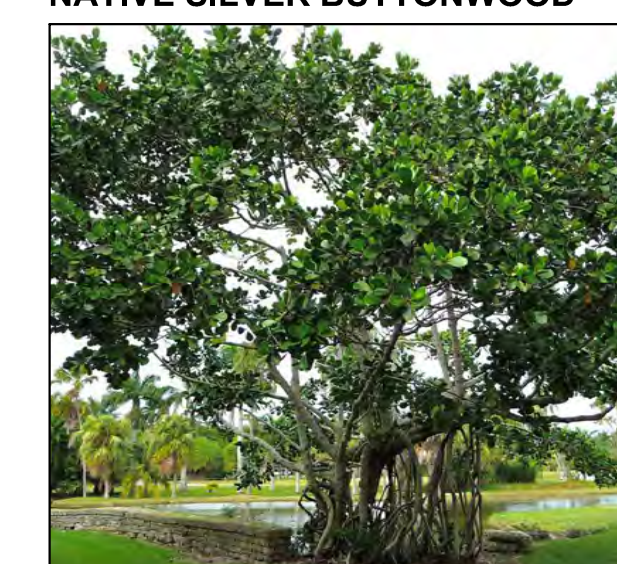
RELOCATED BOTTLE BRUSH



NATIVE SILVER BUTTONWOOD



NATIVE GUMBO LIMBO



AUTOGRAPH TREE



NATIVE SPANISH STOPPER



MONTGOMERY PALM



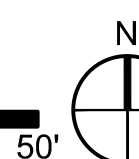
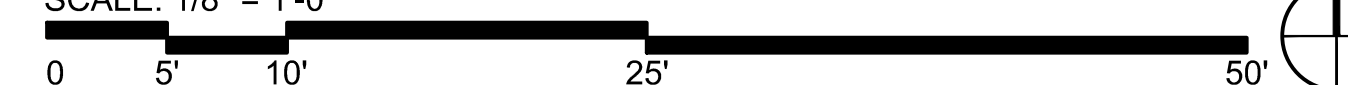
COCONUT PALM



EXISTING ROYAL PALM



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



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PLANT LIST - MASTER

Qty	Botanical/Common Name	Specifications	Native
TREES & PALMS			
5	Bursera simaruba Gumbo Limbo tree	4" DBH, 16'-18' Ht., 6' C.W., Mii	Yes
1	Clusia rosea Autograph tree	4" DBH, 16' Ht., 4' C.W., Min.	Yes
16	Conocarpus erectus var. sericeus Silver Buttonwood	4" DBH, 12' Ht., 4' C.W., Min.	Yes
10	Coco nucifera Coconut Palm	22'-28' Ht., Min.,	No
7	Eugenia foetida Spanish Stopper Tree	4" DBH, 12' Ht., 4' C.W., Min.	Yes
32	Ptychosperma macarthurii Macarthur Palm	10'-12' Ht., Min.	No
4	Simarouba glauca Paradise Tree	4" DBH, 16'-18' Ht., 6' C.W., Mii	Yes
15	Veitchia montgomeryana Montgomery Palm	22'-28' Ht., Min.,	No
SHRUBS AND GROUND COVER			
25	Zamia pumila Coontie	7 gal. O.C. - As per plan	
8	Clusia Guttifera Small leaf Clusia	7 gal. 4' ht min. O.C. - As per plan	
RELOCATED MATERIAL			
1	Callistemon Bottle Brush Tree		No

Revised 12/09/14

Revised 12/09/14

Revised 12/09/14

NOT FOR CONSTRUCTION

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FILED: 2019-08-13 10:00 AM BY: J. O. REVUELTA, ARCHITECT, STATE OF FLORIDA, LICENSE NO. 13000, 13001, 13002, 13003, 13004, 13005, 13006, 13007, 13008, 13009, 13010, 13011, 13012, 13013, 13014, 13015, 13016, 13017, 13018, 13019, 13020, 13021, 13022, 13023, 13024, 13025, 13026, 13027, 13028, 13029, 13030, 13031, 13032, 13033, 13034, 13035, 13036, 13037, 13038, 13039, 13040, 13041, 13042, 13043, 13044, 13045, 13046, 13047, 13048, 13049, 13050, 13051, 13052, 13053, 13054, 13055, 13056, 13057, 13058, 13059, 13060, 13061, 13062, 13063, 13064, 13065, 13066, 13067, 13068, 13069, 13070, 13071, 13072, 13073, 13074, 13075, 13076, 13077, 13078, 13079, 13080, 13081, 13082, 13083, 13084, 13085, 13086, 13087, 13088, 13089, 13090, 13091, 13092, 13093, 13094, 13095, 13096, 13097, 13098, 13099, 13100, 13101, 13102, 13103, 13104, 13105, 13106, 13107, 13108, 13109, 13110, 13111, 13112, 13113, 13114, 13115, 13116, 13117, 13118, 13119, 13120, 13121, 13122, 13123, 13124, 13125, 13126, 13127, 13128, 13129, 13130, 13131, 13132, 13133, 13134, 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Project

AMBIENTA
9901 W BAY HARBOR DR.
BAY HARBOR ISLANDS, FL. 33154

Revisions

Owner Information
**MILLENIUM AMBIENTA
CORP.**

16001 N 2901
SUNNY ISLES BEACH,
FLORIDA 33160
786.603.3075

Consultant

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Luis O. Revuelta

AR-0007972

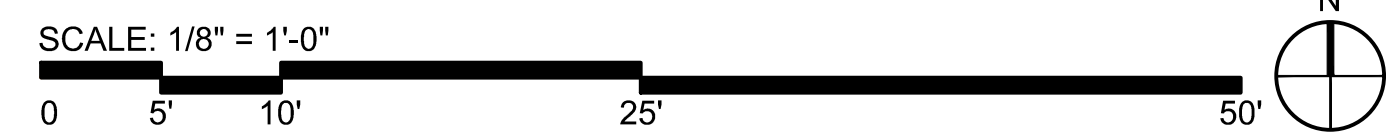
PZB SUBMITTAL

Date
8/12/2019
Scale
AS SHOWN
Project No.
1817
Sheet Name
East Elevation
Sheet No.

LP-7



LEGEND	
	REMAIN
	RELOCATE
	REMOVE



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NOT FOR CONSTRUCTION

D

C

B

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D

C

B

A

IRRIGATION LEGEND

RAINBIRD 1800 6" POP-UP TURF SPRAY	Q H F
10 FT RADIUS	▶ ▼ ▼
RAINBIRD 1800 12" POP-UP SHRUB SPRAY	
8 FT RADIUS	● ● ●
10 FT RADIUS	● ● ●
12 FT RADIUS	● ● ●
15 FT RADIUS	● ● ●
LCS/RCS/SS530 NOZZLES	■ ■
RAINBIRD 6" POP-UP BUBBLER	⊙
EXISTING WATER METER	⊠
IRRIGATION SUB METER	⊠
1" PRESSURE VACUUM BREAKER (PVB) BACKFLOW PREVENTER	⊙
1" MASTER CONTROL VALVE	⊠
LASCO SLO-CLOSE FULL BLOCK TRU-UNION BALL VALVE	⊠
RAINBIRD 44LRC 1" QUICK COUPLER VALVE	⊙
RAINBIRD PEB SERIES ELECTRIC VALVES OR APPROVED EQUAL., IN VALVE BOX	⊙
RAINBIRD ESP-LX MODULAR TIMER	⊠
RSD-BEX SERIES RAIN SENSOR WITH METAL BRACKET	⊠
PVC PIPE SCH. 40 AS LATERAL LINES 12" BELOW GRADE	— — — —
PVC PIPE SCH. 40 SOLVENT WELD AS MAINLINES 18" BELOW GRADE	— — — —
PVC PIPE SCH. 40 AS SLEEVING	— — — —

VALVE CALLOUT LEGEND

A	→ ZONE STATION NUMBER
1"	→ VALVE SIZE IN INCHES
18	→ FLOW RATE IN G.P.M.

PRIOR TO ANY CONSTRUCTION,
CONTRACTOR SHALL LOCATE ALL UTILITIES
USING "SUNSHINE 811". UTILITIES SHALL BE
PROTECTED THROUGHOUT CONSTRUCTION.

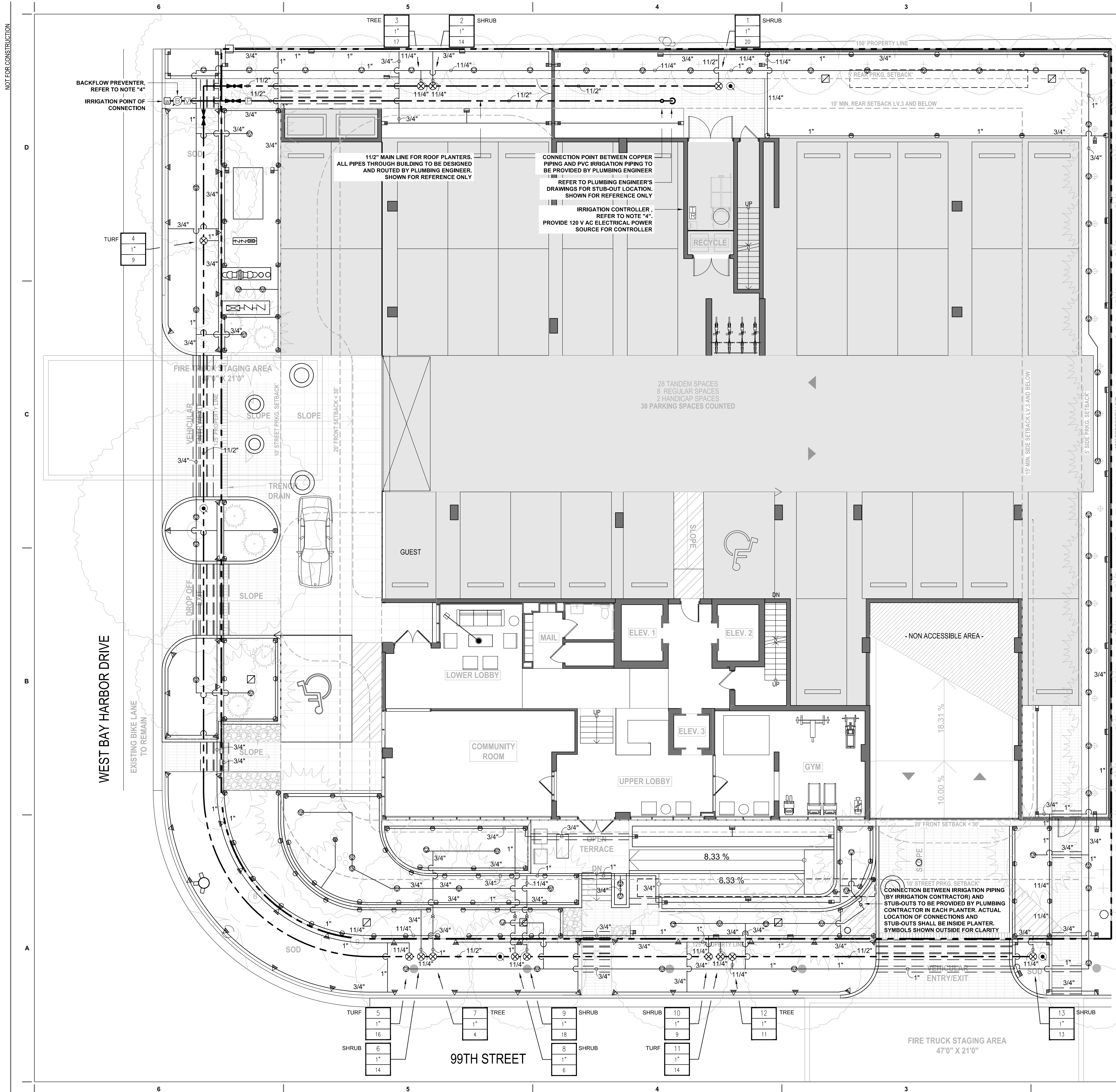


NOTE:

A ROUGH INSPECTION IS REQUIRED BY MIAMI DADE PRIOR TO TRENCH BACKFILLING. A FINAL INSPECTION IS REQUIRED PRIOR TO COMPLETION OF THE IRRIGATION WORK. SOUTH FLORIDA WATER MANAGEMENT WATER RESTRICTIONS, "PHASE II RESTRICTIONS" ARE IN EFFECT. NEW LANDSCAPE SHALL BE EXEMPT PER SFWMD FOR A PERIOD OF SIXTY DAYS AFTER INSTALLATION WITH CONTRACTOR AND/OR OWNER TO ASSUME RESPONSIBILITY AFTER THAT INITIAL PERIOD.

IRRIGATION NOTE:

1. MAIN LINE, LATERAL LINE, AND IRRIGATION SPRINKLER LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS. ALL LANDSCAPE AREAS TO RECEIVE 100% COVERAGE BY IRRIGATION SYSTEM.
2. THE PROPOSED LANDSCAPE AND IRRIGATION DESIGN MEETS AND EXCEEDS THE LANDSCAPE CODE REQUIREMENTS AS STIPULATED IN CHAPTER 18-A, MIAMI DADE COUNTY LANDSCAPE ORDINANCE.
3. EXISTING SITE CONDITIONS HAVE BEEN FIELD VERIFIED BY LANDSCAPE ARCHITECT.
4. FINAL LOCATION OF THE BACKFLOW PREVENTER AND AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
5. ALL LANDSCAPE AREAS TO BE 100% COVERED BY A FULLY AUTOMATIC IRRIGATION SYSTEM WITH RAIN SENSOR. SEE THIS SHEET FOR IRRIGATION LAYOUT.



IRRIGATION LEGEND

DRIP TUBING W/ 0.9 GPH EMITTERS
INSTALLED AT 12" O.C.



RAINBIRD XERI- BUBBLER



DRIP FLUSH NOZZLE



DRIP AIR RELIEF VALVE



EXISTING WATER METER



IRRIGATION SUB METER



1" PRESSURE VACCUM BREAKER (PVB)
BACKFLOW PREVENTOR



1" MASTER CONTROL VALVE



LASCO SLO-CLOSE FULL BLOCK
TRU-UNION BALL VALVE



RAINBIRD 44LRC 1" QUICK COUPLER
VALVE



RAINBIRD PEB SERIES ELECTRIC VALVES
OR APPROVED EQUAL., IN VALVE BOX



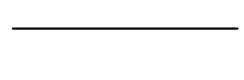
RAINBIRD ESP-LX MODULAR TIMER



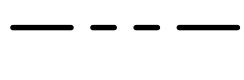
RSD-BEX SERIES RAIN SENSOR WITH
METAL BRACKET



PVC PIPE SCH. 40 AS LATERAL LINES
12" BELOW GRADE



PVC PIPE SCH. 40 SOLVENT WELD AS
MAINLINES 18" BELOW GRADE



PVC PIPE SCH. 40 AS SLEEVING



VALVE CALLOUT LEGEND

A	→ ZONE STATION NUMBER
1"	→ VALVE SIZE IN INCHES
18	→ FLOW RATE IN G.P.M.

PRIOR TO ANY CONSTRUCTION,
CONTRACTOR SHALL LOCATE ALL UTILITIES
USING "SUNSHINE 811". UTILITIES SHALL BE
PROTECTED THROUGHOUT CONSTRUCTION.

Always call 811 two full business days before you dig



NOTE:

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IRRIGATION SYSTEM.

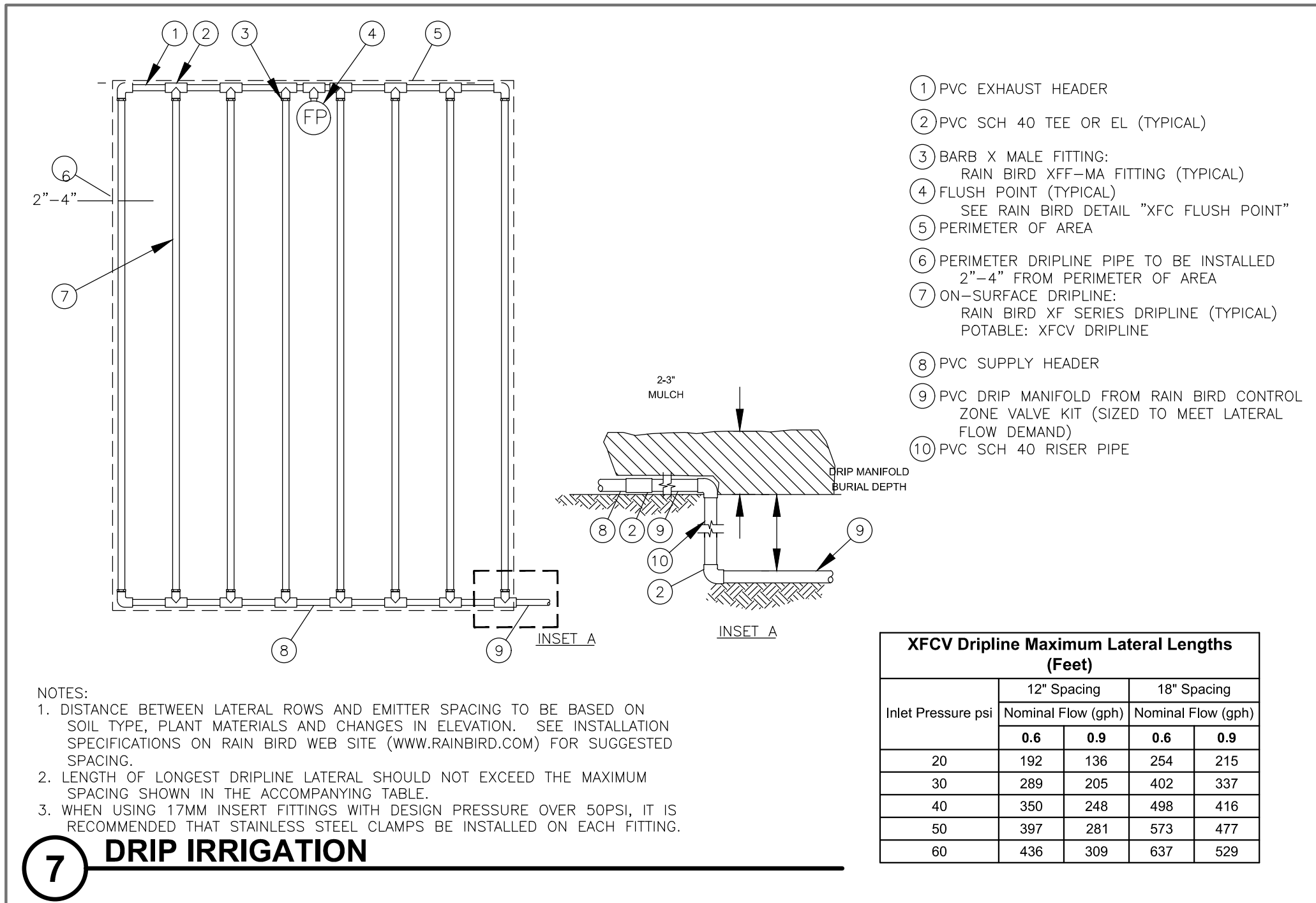
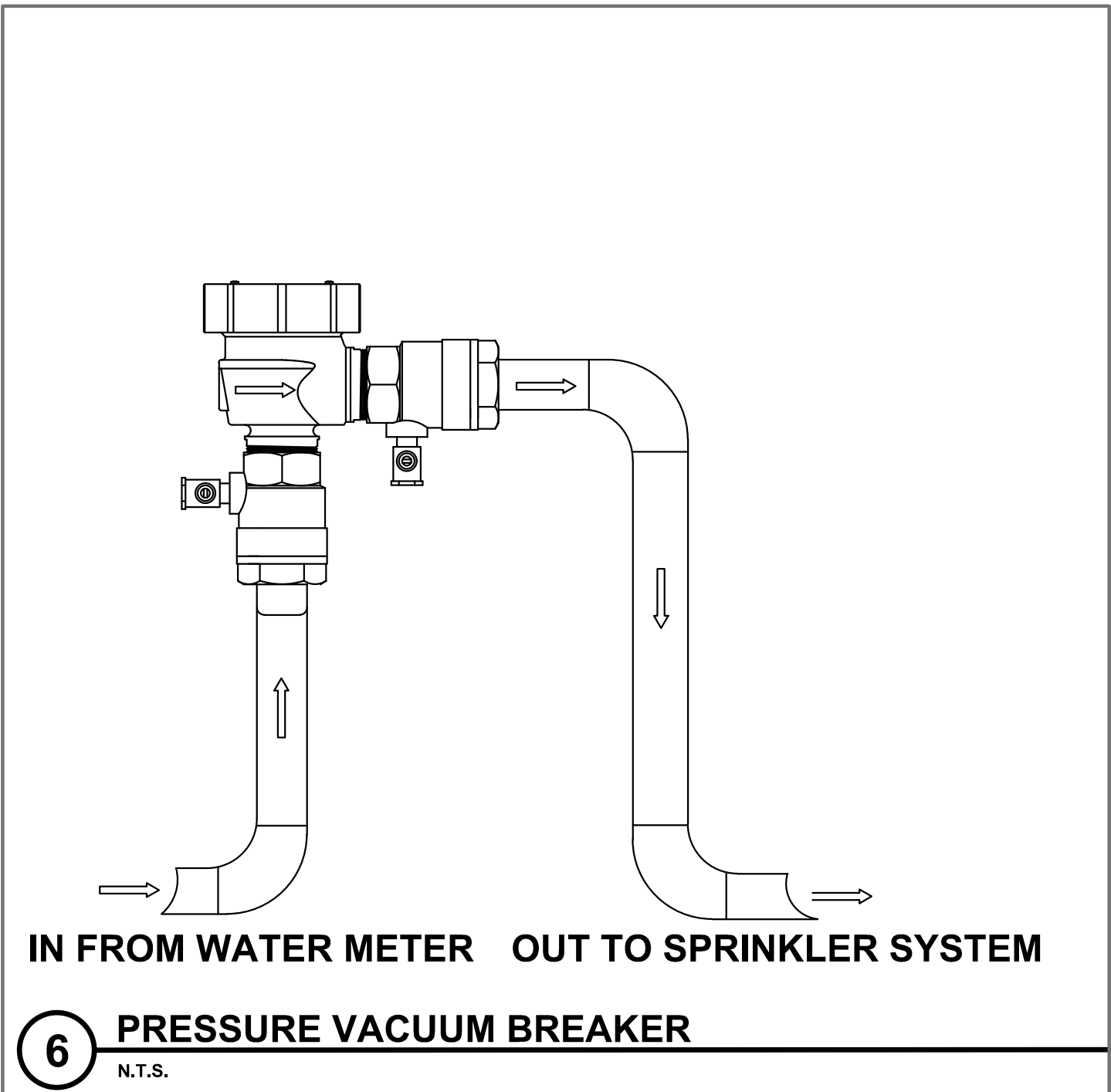
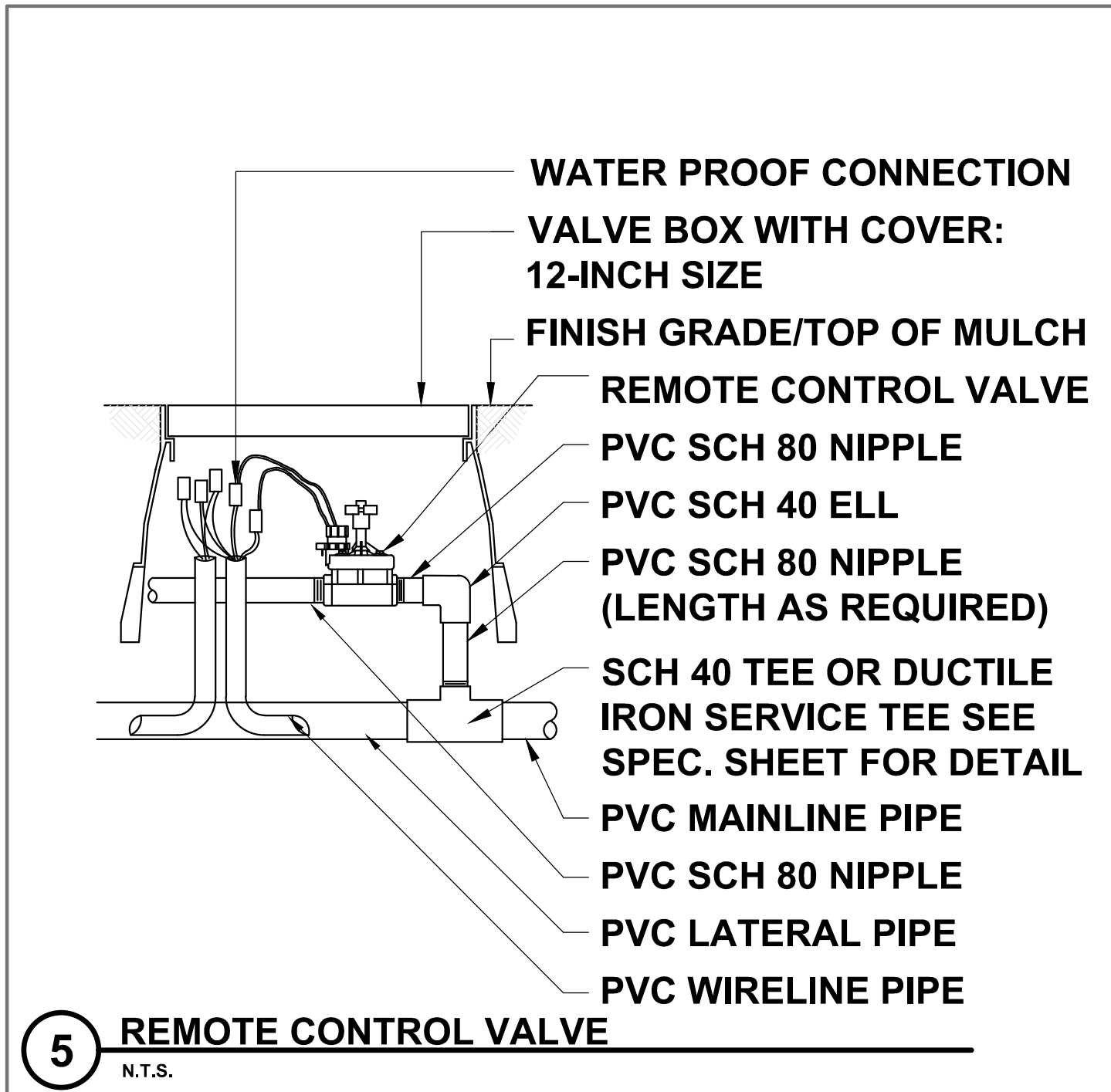
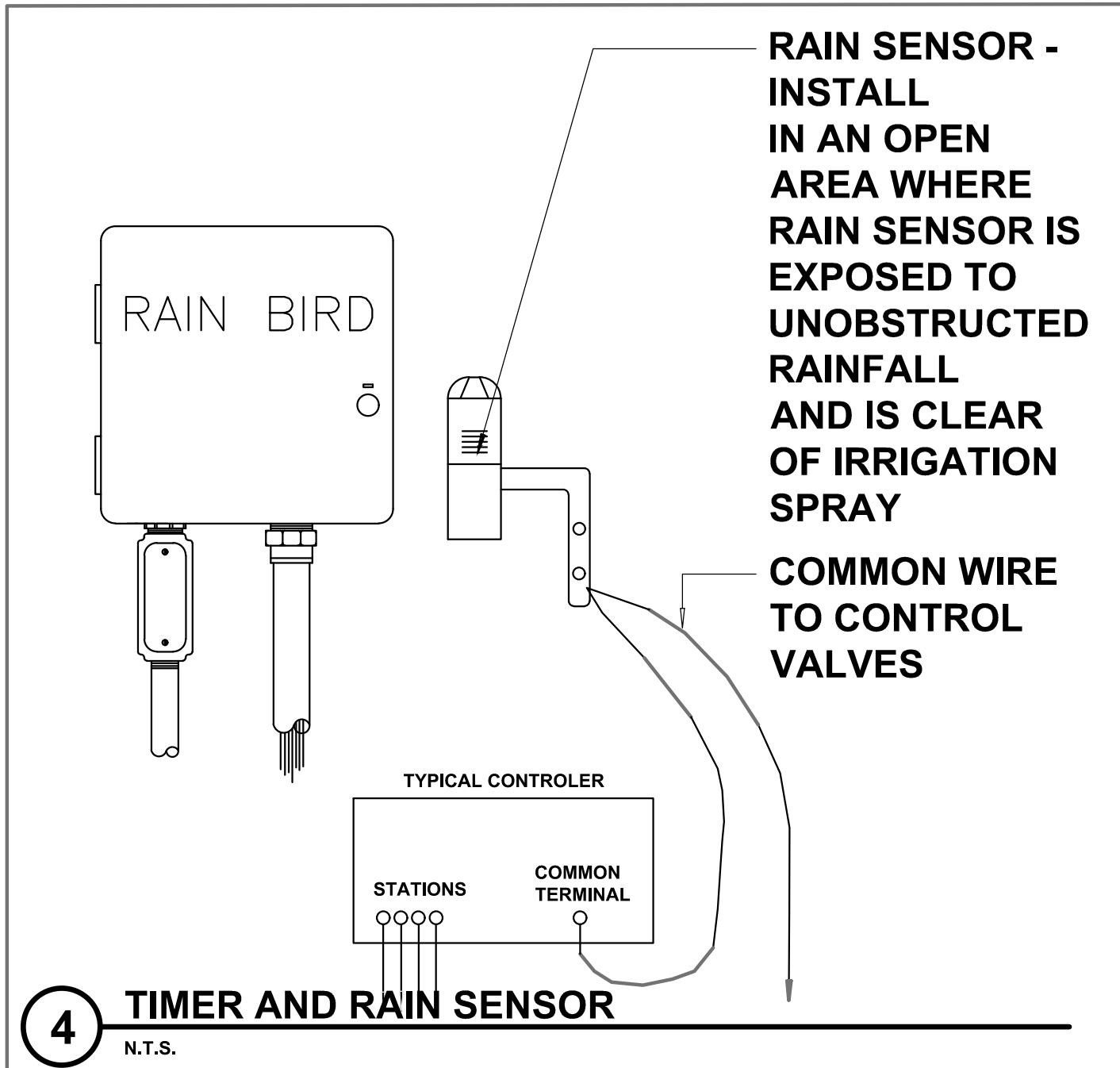
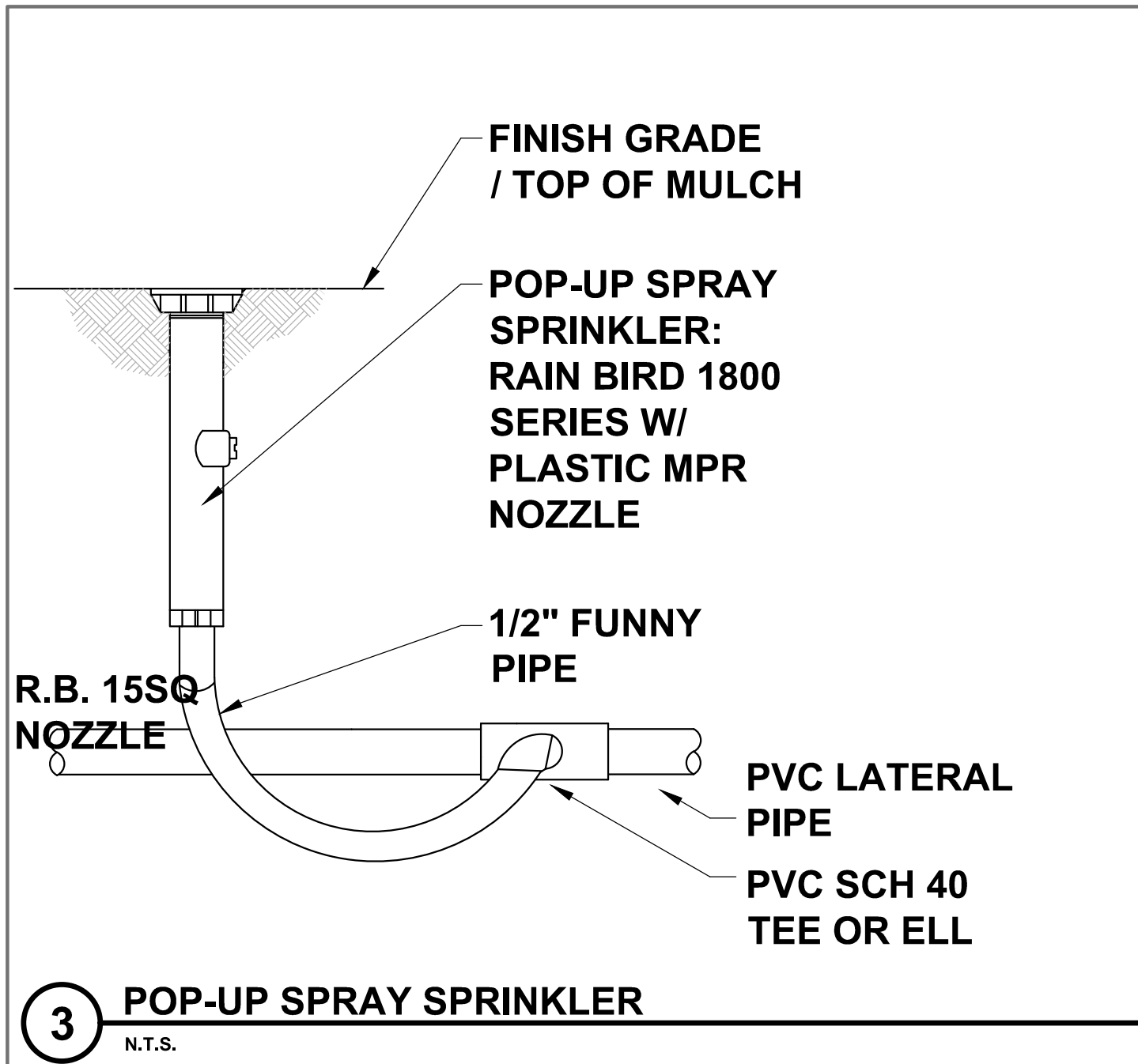
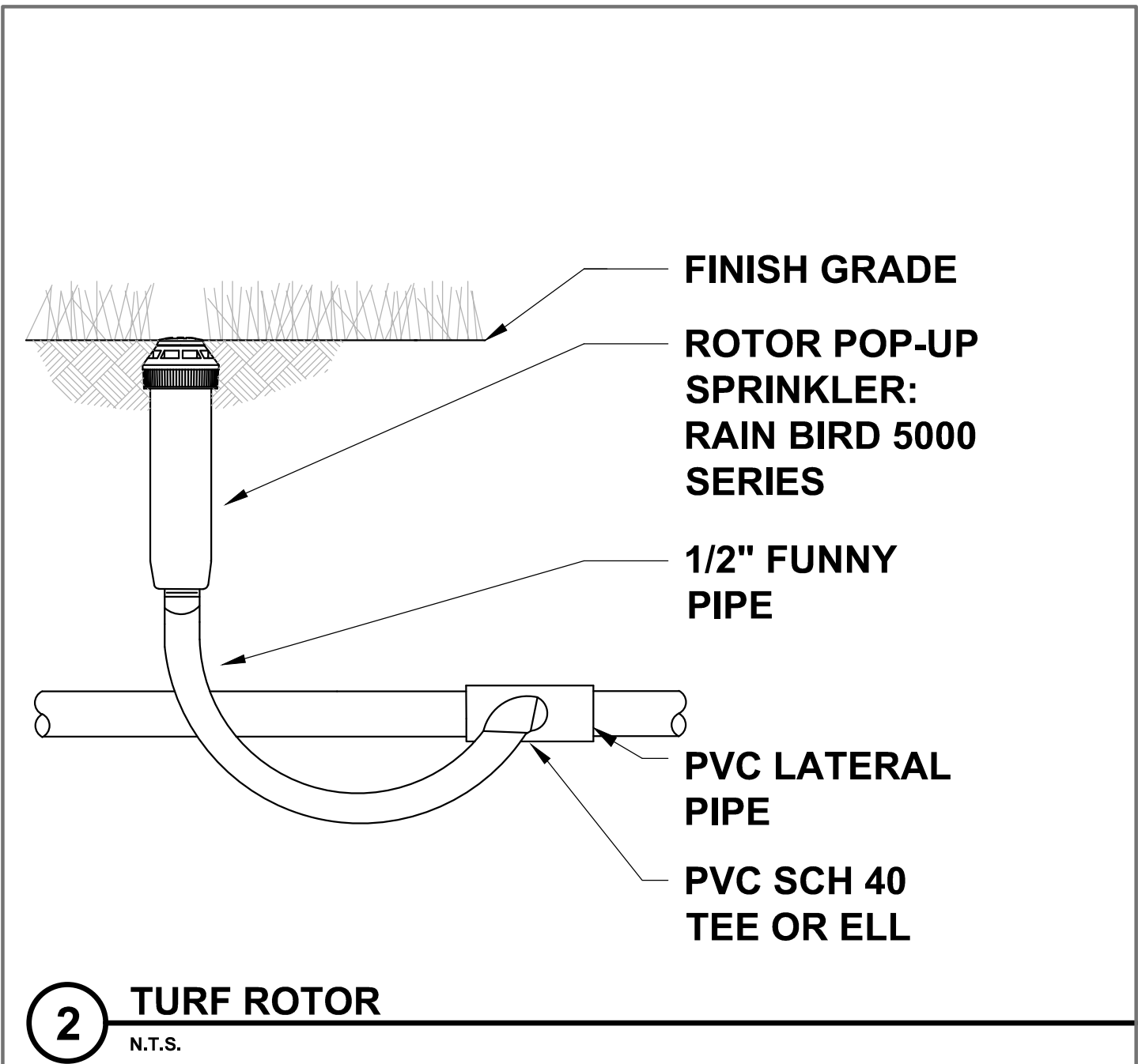
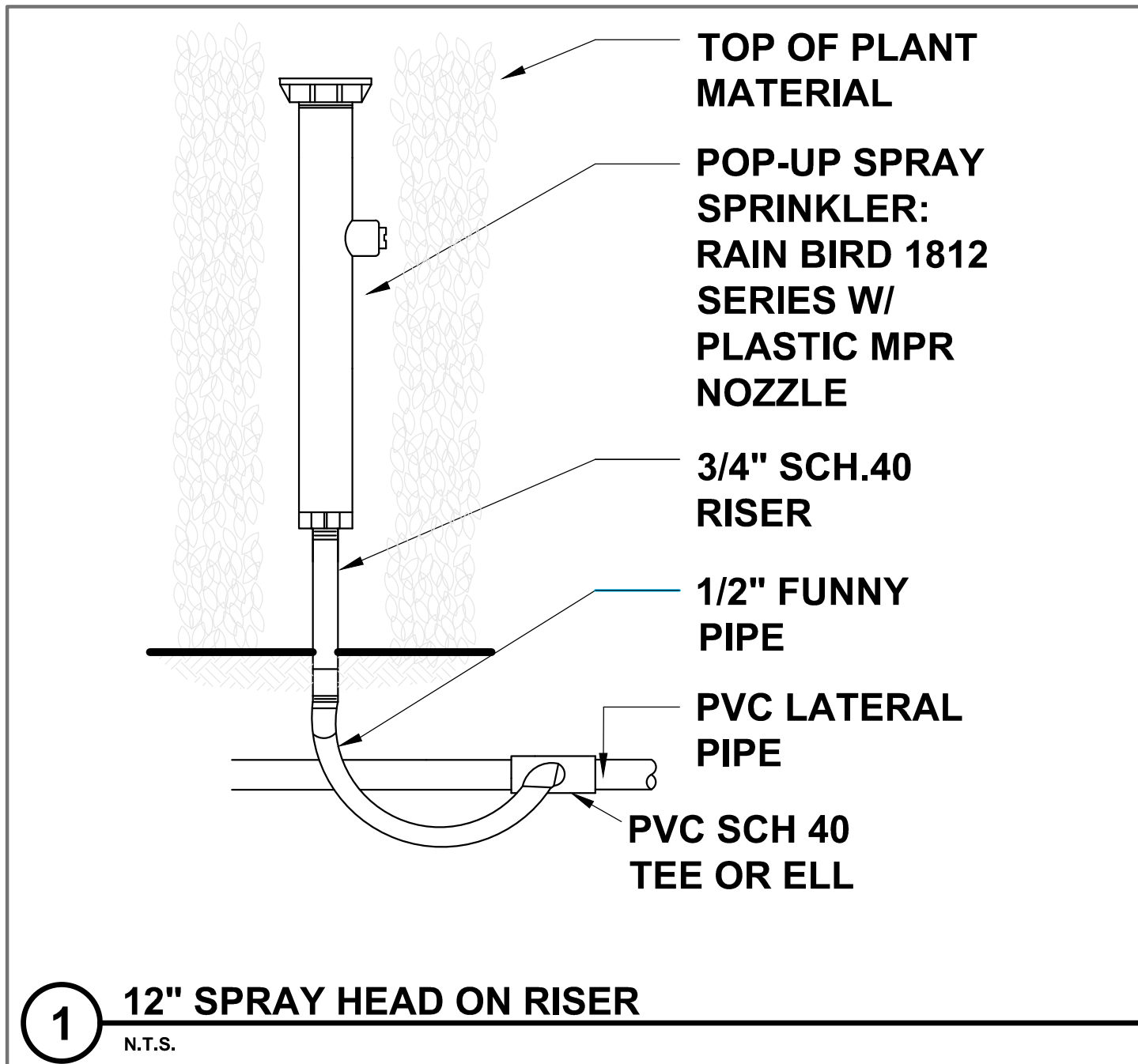
NOT FOR CONSTRUCTION

D

C

B

A



FLORIDA BUILDING CODE- APPENDIX F PART V- A-6	
WATER PIPE SIZE	SLEEVE SIZE
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
3"	6"
4"	8"

SLEEVES TO EXTEND A MIN. 3' BEYOND ALL PAVED AREAS, BACKFILL AND COMPACTION PER APPENDIX F

FLORIDA BUILDING CODE- APPENDIX F PIPE INSTALLATION-DEPTH OF COVER	
VEHICLE TRAFFIC AREAS	
PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2" TO 2 1/2"	18" TO 24"
3" TO 5"	24" TO 30"
6" OR GREATER	30 TO 36"
NON-TRAFFIC AND NON-CULTIVATED AREAS	
PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2" TO 1 1/4"	6" TO 12"
1 1/2" TO 2"	12" TO 18"
2 1/2" TO 3"	18" TO 24"
4" OR LARGER	24" TO 36"

IRRIGATION NOTES

- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
- ALL MAINLINE, LATERAL LINE AND CONTROL WIRE CONDUIT UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES. SLEEVES SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED.
- INSTALL ALL BACKFLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACKFLOW PREVENTER AS PER LOCAL CODES.
- FINAL LOCATION OF THE BACKFLOW PREVENTER AND AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- 120 VAC ELECTRICAL POWER SOURCE AT CONTROLLER LOCATION SHALL BE PROVIDED BY OTHERS. THE ELECTRICAL CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER.
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM SPRAY WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC.
- THIS DESIGN IS DIAGRAMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE. THE CONTRACTOR SHALL LOCATE ALL VALVES IN SHRUB AREAS WHERE POSSIBLE.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
- DO NOT WILLINGLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- THE IRRIGATION CONTRACTOR SHALL INSTALL CHECK VALVES ON ALL HEADS IN AREAS WHERE FINISH GRADE EXCEEDS 4:1, WHERE POST VALVE SHUT-OFF DRAINING, OF THE IRRIGATION HEAD OCCURS OR AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL PROVIDE 1800 PCS (PRESSURE COMPENSATING SCREENS) AS NECESSARY TO REDUCE OR ELIMINATE OVERSPRAY ONTO STREETS, WALKS OR OTHER AREAS AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL CONTROL WIRES SHALL BE INSTALLED IN PVC CONDUIT.
- ALL REMOTE CONTROL VALVES, GATE VALVES, QUICK COUPLERS, CONTROL WIRE AND COMPUTER CABLE PULL POINTS SHALL BE INSTALLED IN APPROVED VALVES BOXES WITH COVERS.
- THE IRRIGATION CONTRACTOR SHALL INSTALL CHECK VALVES ON ALL HEADS IN AREAS WHERE FINISH GRADE EXCEEDS 4:1, WHERE POST VALVE SHUT-OFF DRAINING, OF THE IRRIGATION HEAD OCCURS OR AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL PROVIDE 1800 PCS (PRESSURE COMPENSATING SCREENS) AS NECESSARY TO REDUCE OR ELIMINATE OVERSPRAY ONTO STREETS, WALKS OR OTHER AREAS AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL CONTROL WIRES SHALL BE INSTALLED IN PVC CONDUIT.
- ALL REMOTE CONTROL VALVES, GATE VALVES, QUICK COUPLERS, CONTROL WIRE AND COMPUTER CABLE PULL POINTS SHALL BE INSTALLED IN APPROVED VALVES BOXES WITH COVERS.

revuelta

architecture
international

Miami
Santiago, Chile

revuelta--architecture.com

2950 SW 27TH AVE.
SUITE 119
MIAMI, FL 33133
T. 305.590.5000
F. 305.590.5040

Project

AMBIENTA

9901 W BAY HARBOR DR.
BAY HARBOR ISLANDS, FL. 33154

Revisions

Owner Information

MILLENIUM AMBIENTA
CORP.

16001 N 2901
SUNNY ISLES BEACH,
FLORIDA 33160
786.603.3075

Consultant

DAVID O.
TERRASAPPE
architecture

DAVID J. ODISHOO
RLA #6669969
p.o. box 331615
coconut grove, fl. 33133-1615
305.854.9299 - 305.854.9852 fax
davidodishoo@hotmail.com

Luis O. Revuelta

AR-0007972

PZB SUBMITTAL

Date
8/12/2019
Scale
AS SHOWN
Project No.
1817
Sheet Name
Irrigation Details and Notes
Sheet No.

IR-3

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 17.

ITEM: Consideration and Approval of a private Transfer of Development Rights (TDR) transaction for four (4) dwelling units from the Northern Star Condominium Association, Inc (9725-9745 Bay Harbor Terrace) to Millenium Ambianta Corporation (9901 W. Bay Harbor Drive). Enclosed is a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The office of the Town Clerk received a Transfer of Development Rights (TDR) application on October 11, 2019 for a private TDR transaction for four (4) dwelling units. The receiving site (Millenium Ambianta Corporation) received site plan approval from the Planning & Zoning Board on September 24, 2019 to construct a thirty (30) units multi family development.

Donor site: 9725-9745 Bay Harbor Terrace

Receiving site: 9901 W. Bay Harbor Drive

Number of units to be transferred: 4

Price per unit: \$63,000

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 office of 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. TDR App. 9725 BHT- Northern Star Condo Assoc.
2. BHI TDR Staff Report Ambianta MFR 4 Private DU
3. Bldg Inspection
4. CODE - TDR re-inspection 9725Bayharborterrace



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: 10/11/19 TDR UNIT COST: \$ 63,000.⁰⁰
TDR UNITS REQUESTED 4 PROJECT TOTAL UNITS 30
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Millenium Ambianta Corporation c/o Kristofer D. Machado, Esq., Akerman LLP		
Phone (305) 982-5658	e-mail kristofer.machado@akerman.com	Fax ()
Address 98 SE 7th Street, Suite 1100		
City and State Miami, Florida		Zip Code 33131
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Millenium Ambianta Corporation		
Phone (305) 982-5658	e-mail kristofer.machado@akerman.com	Fax ()
Address c/o Akerman LLP, 98 SE 7th Street, Suite 1100		
City and State Miami, Florida		Zip Code 33131
Property Address/Location 9901 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 11 & 12 BLOCK 8		
Folio Number 13-2227-075-0010 through 0080	Current Zoning RM-2	
Property size +/- 19,000 sf / 22,366 sf	Purchase date 12/2018	
Existing use of the property Multifamily		
Describe Existing Structure on Property The property is currently improved with two buildings with 8 total residential units. The buildings will be demolished to make way for a new 30-unit building.		
Dwelling units to be received 4 (as part of this TDR application)		
Total Dwelling units including TDR 30 (in new building approved by the P&Z Board on 9/24/2019)		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 9/24/2019

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) 749-2341	e-mail robert@robertyaffe.com	Fax ()
Address c/o Robert H. Yaffe, Esq., 11900 Biscayne Boulevard, Suite 806		
City and State Miami, Florida		Zip Code 33181
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 +/- 33,616	Purchase date N/A (Condominium)	
Existing use of the property Multifamily condominium		
Describe Existing Structure on Property 22-unit multifamily condominium		
Dwelling units to be transferred to TDR Bank 4		
Units permitted 26 (4 TDR units available for transfer)		

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: Juan A. Suarez, Suarez Surveying & Mapping, Inc.		
Address 15190 SW 136th Street, Suite 20, Miami, Florida 33196		
Phone (305) 596-1799	e-mail suarezsurveying@gmail.com	Fax (305) 596-1886

Name of Surveyor Donor Site: Blanco Surveyors, Inc.		
Address 555 North Shore Drive, Miami, Florida 33141		
Phone (305) 865-1200	e-mail 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 | ☐ 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)

10/11/2019
Date

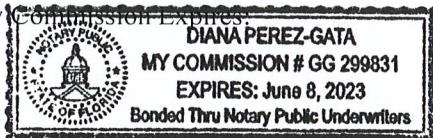
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of OCTOBER, 2019,
by CARLOS BALART AS Authorized Signatory on behalf of
Millennium Ambleria Corp., 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:



[Signature]
Notary Public, State of Florida

Print Name:

Diana Perez-Gata

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

Shellie Victoria
Signature of Owner (Applicant) _____ Date 10.11.19

Signature of Owner (Co-Applicant) _____ Date

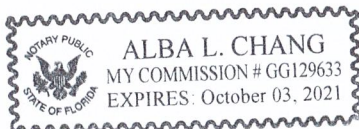
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2019,
by SHELLIE GAE VICTORIA - PRESIDENT on behalf of
NORTHERN STAR CONDOMINIUM, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
Florida Driver License (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Alba L. Chang
Notary Public, State of Florida

Print Name: Alba L. Chang



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

Folio No. 13-2227-075-0010

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 11 day of December 2018, between **Daniel Roy Farcus and Allison Blair Farcus, husband and wife**, both with a mailing address of 128 Briarwood Road, Mt. Laurel, NJ 08054 (collectively "Grantor"), and **Millenium Ambienta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property"):

Condominium Unit A-1, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, reside in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: B. Loria
Witness

Allison Blair Farcus
Allison Blair Farcus

Print Name: Brie Loria

Sign Name: Carol Persicketti
Witness

Print Name: CAROL PERSICKETTI

STATE OF NJ

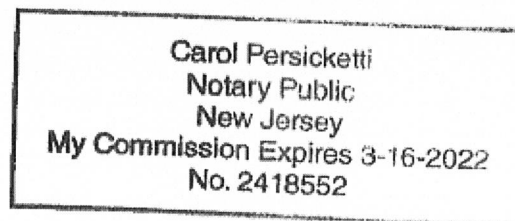
COUNTY OF Camden

The foregoing instrument was acknowledged before me this 11 day of December 2018, by Allison Blair Farcus. She is personally known to me or has produced drivers license as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: Carol Persicketti

Print Name: CAROL PERSICKETTI
NOTARY PUBLIC



SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: B. Loria

Witness

Daniel Roy Farcus

Print Name: Bre Loria

Sign Name: Carol Persicketti

Witness

Print Name: CAROL PERSICKETTI

STATE OF NY

COUNTY OF Candor

The foregoing instrument was acknowledged before me this 11 day of December, 2018, by Daniel Roy Farcus. He is personally known to me or has produced Dr. Loria as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: Carol Persicketti

Print Name: CAROL PERSICKETTI

NOTARY PUBLIC

Carol Persicketti
Notary Public
New Jersey
My Commission Expires 3-16-2022
No. 2418552

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-1 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Allison Blair Farcus and Daniel Roy Farcus.

The approval to purchase Unit A-1 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

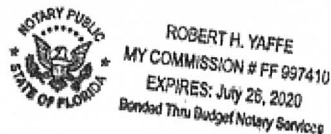
By Giovanni A. Verrara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Verrara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

Folio No. 13-2227-075-0020

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 10 day of December, 2018, between JJAB, LLC, a Florida limited liability company, having an address of 5901 NW 151 Street #126, Miami Lakes, FL 33014 ("Grantor"), and Millenium Ambianta Corporation, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of Miami-Dade State of Florida to wit (the "Property):

Condominium Unit A-2, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, resides in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

In Witness Whereof, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
company,
in the presence of:

JJAB, LLC, a Florida limited liability

Sign Name: _____

Witness

Print Name: _____

By: _____

Traci Waserstein, Manager

Sign Name: _____

Witness

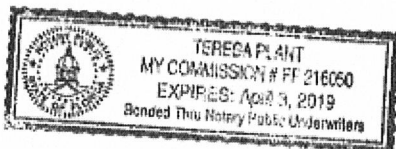
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 10 day of December 2018, by Traci Waserstein, as Manager of JJAB, LLC. She is personally known to me or has produced _____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]



Sign Name: _____

Print Name: _____

NOTARY PUBLIC

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-2 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by JJAB, LLC, a Florida Limited Liability Company.

The approval to purchase Unit A-2 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By Giovanni A. Vazquez, Pres
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of December, 2018, by Giovanni Vazquez as _____ of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180782218 BOOK 31271 PAGE 4224
DATE:12/28/2018 04:22:17 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0030

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 17 day of December 2018, between **Patricia Ann Moteleone Questel**, a single woman, with a mailing address of 9901 West Bay Harbor Drive, A-3, Bay Harbor Islands, FL 33154 ("Grantor"), and **Millenium Ambienta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property):

Condominium Unit A-3, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: Felix A. Valdez
Witness

Print Name: Felix A Valdez

Sign Name: Robert H. Yaffe
Witness

Print Name: Robert H Yaffe

Patricia M. Questel
Patricia Ann Motele ~~one~~ Questel

STATE OF Florida

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of December 2018, by Patricia Ann Motele ~~one~~ Questel. She is personally known to me or has produced Fla. ID card RAQ as identification (*strike one*). RAQ

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: Robert H. Yaffe

Print Name: Robert H Yaffe
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-3 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by PATRICIA ANN MOTELEONE QUESTEL.

The approval to purchase Unit A-3 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni A. Vergara
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]

Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

Prepared by:
Stefania Bologna, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
100 S.E. 2nd Street Suite #3800
Miami, FL 33131
305-341-2262
File Number: Martelli Sale
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11th day of December, 2018 between Luigi Martelli, a married man and Alessio Martelli, a single man whose post office address is Via Copenhagen 9, Rome, 00144, Italy, grantor, and Millenium Ambianta Corporation, a Florida corporation whose post office address is 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160, 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:

Unit A-4 of Arias Condominium, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 11233, Page 1679, and all exhibits and amendments thereto, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-075-0040

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

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, 2018.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

L.M. A.M

CFN: 20180781770 BOOK 31271 PAGE 2292

Signed, sealed and delivered in our presence:

Luigi Martelli
Witness Name: Anita Marrova

Luigi Martelli
Witness Name: Simone Marcelli

Alessio Martelli
Witness Name: Anita Marrova

Alessio Martelli
Witness Name: Simone Marcelli

Luigi Martelli (Seal)
Luigi Martelli

Alessio Martelli (Seal)
Alessio Martelli

Republic of Italy
Province of Rome
Country of Italy City of Rome
City of _____ Embassy of the United States of America } SS

The foregoing instrument was acknowledged before me this 11 day of December, 2018 by Luigi Martelli and Alessio Martelli, who ☐ are personally known or ☒ have produced passports as identification.

[Notary Seal]

Sarah Moyer
Notary Public
Vice Consul
Printed Name: Sarah Moyer
Vice Consul

My Commission Expires: Indefinite

Warranty Deed - Page 2

DoubleTime®

This document consists of 2 pages,
each initialed by the affiant/acknowledger

L.M. A.M

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit A-4 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Allesio Martelli and Luigi Martelli.

The approval to purchase Unit A-4 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

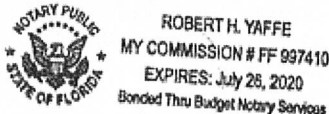
By Giovanni A. Vergano, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergano, as Pres. of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ~~personally known to me~~, or who has produced as identification _____ and who did/did not take an oath.

R
Notary Public, State of Florida at Large
Print Name:

My commission expires:



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781926 BOOK 31271 PAGE 2982
DATE: 12/28/2018 03:50:06 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0050

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **Giovanni Hernandez-Vergara a/k/a Giovanni Vergara**, a married man, with a mailing address of 253 NE 69th Street, Miami, FL 33168 ("Grantor"), joined by his wife, Eva Udon Sorawat, and **Millenium Ambienta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property):

Condominium Unit B-1, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: _____

Witwidesa Boon
Witness Natthad Boon

Eva Udon Sorawat

Eva Udon Sorawat

Print Name: _____

Sign Name: _____

Robert H. Yaffe
Witness

Print Name: _____

Robert H. Yaffe

STATE OF FloridaCOUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December
2018, by **Eva Udon Sorawat**. She is personally known to me or has produced
_____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Robert H. Yaffe

Print Name: _____

Robert H. Yaffe

NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Granted Thru Budget Notary Services

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: *Natasha Parier*
Witness *Natasha Parier*

Print Name: _____

Giovanni Hernandez-Vergara
Giovanni Hernandez-Vergara a/k/a
Giovanni Vergara

Sign Name: *Rk*
Witness

Print Name: *Robert Haff*

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **Giovanni Hernandez-Vergara a/k/a Giovanni Vergara**. He is personally known to me or has produced _____ as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: *Rk*

Print Name: *Robert Haff*
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Deeded Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-1 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by GIOVANNI HERNANDEZ VERGARA.

The approval to purchase Unit B-1 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni A. Vergara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as Pres of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

R
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781928 BOOK 31271 PAGE 2988
DATE:12/28/2018 03:50:22 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0060

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **Gustavo D. Paniagua and Luz Marina Vega-Paniagua, husband and wife**, with a mailing address of 1175 99th Street, Apt. B-2, Bay Harbor Islands, FL 33154 ("Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade State of Florida** to wit (the "Property):

Condominium Unit B-2, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: *Victoriano Garcia*
Witness *Victoriano Garcia*

Luz Marina Vega
Luz Marina Vega-Paniagua

Print Name: _____

Sign Name: *R*
Witness

Print Name: *Robert*

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **Luz Marina Vega-Paniagua**. She is personally known to me or has produced Florida Drivers License as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: *R*

Print Name: *Robert*
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: _____

Witness

Natividad SantosGustavo D. Paniagua

Print Name: _____

Sign Name: _____

Witness

Print Name: _____

STATE OF FloridaCOUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 19 day of December
2018, by **Gustavo D. Paniagua**. He is personally known to me or has produced
Florida Drivers License as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____

NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-2 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by Gustavo D Paniagua and Luz M Paniagua.

The approval to purchase Unit B-2 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

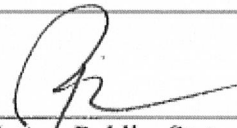
Dated: December 19, 2018

Arias Condominium Association, Inc.

By: Giovanni H. Vazquez, President
Print Name & Title:

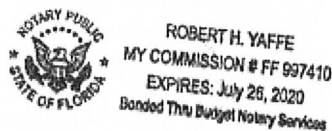
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vazquez, as President of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.



Notary Public, State of Florida at Large
Print Name:

My commission expires:



This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781777 BOOK 31271 PAGE 2309
DATE: 12/28/2018 03:25:42 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0070

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 19 day of December 2018, between **David Alejandro Fuentes**, with a mailing address of 31 SE 6th Street #1907, Miami, FL 33131 ("Grantor"), joined by his wife, Sara Velez Ospina, and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property"):

Condominium Unit B-3, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, reside in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: Natividad Barrios
Witness

Print Name: Natividad Barrios

Sign Name: R
Witness

Print Name: Robert Yaffe

DAVID FUENTES
David Alejandro Fuentes

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December 2018, by **David Alejandro Fuentes**. He is ~~personally~~ known to me or has produced R. Yaffe as identification (*strike one*).

My Commission Expires:
[NOTARIAL SEAL]



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bonded Thru Budget Notary Services

Sign Name: R
Print Name: Robert Yaffe
NOTARY PUBLIC

SIGNATURE PAGE TO WARRANTY DEED

Signed, sealed and delivered
in the presence of:

Sign Name: *Arturo J. Lopez*
Witness *Nahidat Barrios*

SARA VELEZ
Sara Velez Ospina

Print Name: _____

Sign Name: *RO*
Witness

Print Name: *Robert Haff*

STATE OF *Florida*

COUNTY OF *Miami Dade*

The foregoing instrument was acknowledged before me this *19* day of *December*
2018, by Sara Velez Ospina. She is ~~personally~~ known to me or has produced
R. Danny Lopez as identification (strike one).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: *RH*

Print Name: *Robert Haff*
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 097410
EXPIRES: July 26, 2020
Bonded Through Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-3 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by DAVID ALEJANDRO FUENTES.

The approval to purchase Unit B-3 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

B: Giovanni A. Vergara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as President of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

[Signature]
Notary Public, State of Florida at Large
Print Name:

My commission expires:



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Providing True Budget Notary Services

This instrument prepared by
Robert H. Yaffe, Esq.
Robert H. Yaffe, P.A.
11900 Biscayne Blvd #806
Miami, FL 33181

Return to:
Professional Title and Closing Services
2490 NE Miami Gardens Drive
Aventura, FL 33180

CFN: 20180781775 BOOK 31271 PAGE 2304
DATE:12/28/2018 03:25:31 PM
DEED DOC 2,325.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Folio No. 13-2227-075-0080

(For Recorder's Use Only)

WARRANTY DEED

This Indenture, Made as of the 11 day of December 2018, between **E95 FLORIDA PROPERTIES "LLC"**, a Florida limited liability company, having an address of 3540 N 53rd Avenue, Hollywood, FL 33021 (collectively "Grantor"), and **Millenium Ambianta Corporation**, a Florida corporation with an address of 16001 Collins Avenue, Unit 2901, Sunny Isles Beach, FL 33160 ("Grantee").

Witnesseth that the Grantor, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**-----, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, in fee simple the following described land, situate, lying and being in the County of **Miami-Dade** State of **Florida** to wit (the "Property"):

Condominium Unit B-4, of Arias Condominium, a Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 11233, Page 1679, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

The Property is not the homestead of the Grantor, nor does anyone for whose support the Grantor is responsible, resides in the Property.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, appurtenant limited common elements and common elements and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

SUBJECT TO: real estate taxes for 2018 and subsequent years, the terms and provisions of the Declaration of Condominium referred to in the legal description above, as amended, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO WARRANTY DEED

In Witness Whereof, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

E95 FLORIDA PROPERTIES "LLC"

Sign Name: [Signature]
Witness

By: [Signature]
Paula Sperber-Moshe

Print Name: Paula Moshe

Sign Name: [Signature]
Witness

Print Name: Robert Yaffe

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 11 day of December 2018, by Paula Sperber-Moshe, as Manager of **E95 FLORIDA PROPERTIES "LLC"**. She is personally known to me or has produced Florida Driver's License as identification (~~strike one~~).

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: [Signature]

Print Name: Robert Yaffe
NOTARY PUBLIC



ROBERT H. YAFFE
MY COMMISSION # FF 997410
EXPIRES: July 26, 2020
Bridges Through Budget Notary Services

**ARIAS CONDOMINIUM ASSOCIATION, INC.
ASSOCIATION APPROVAL FOR SALE OF UNIT**

To whom it may concern:

Arias Condominium Association, Inc. ("Association") hereby approves the proposed sale of Unit B-4 of the Condominium to Millenium Ambianta Corporation, a Florida corporation, by **E95 FLORIDA PROPERTIES "LLC", a Florida limited liability company.**

The approval to purchase Unit B-4 has been given pursuant to and in accordance with Article XI of the Declaration of Condominium recorded in Official Records Book 11233, Page 1679 of the Public Records of Miami-Dade County, Florida and constitutes a waiver of the Association's right of first refusal.

Dated: December 19, 2018

Arias Condominium Association, Inc.

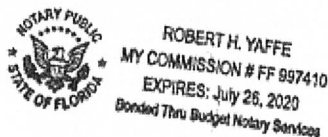
By: Giovanni H. Vergara, President
Print Name & Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Giovanni Vergara, as Pres. of Arias Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or who has produced as identification _____ and who did/did not take an oath.

R
Notary Public, State of Florida at Large
Print Name:

My commission expires:



AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 10th day of October 2019 ("Effective Date") by and between NORTHERN STAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Seller"), and MILLENIUM AMBIENTA CORPORATION, a Florida corporation, together with its successors and assigns ("Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of four (4) transfer of development rights units (collectively, the "Northern Star TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the property more particularly described in **Exhibit A** attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town's Code of Ordinances (the "Town Code") governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is the owner of the real property located in the Town more particularly described in **Exhibit B** attached hereto (the "Receiving Parcel"), upon which there currently exist eight (8) condominium units (the "Condominium Units");

WHEREAS, Buyer intends to redevelop the Receiving Parcel with a multi-story residential building comprising approximately thirty (30) residential units with ancillary parking and amenities (the "Project"), as shown on those certain site development plans to be approved by the Town (collectively, the "Site Plan");

WHEREAS, the Project requires the purchase of certain transfer of development rights units ("TDR Units") under the TDR Ordinance; and

WHEREAS, Buyer desires to purchase the Northern Star TDR Units from Seller, and Seller desires to sell the Northern Star 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 TDR Units upon the terms and conditions hereinafter set forth.

2. **Purchase Price and Deposit.**

(a) Within ten (10) business days after the Effective Date, Buyer shall deposit in escrow with Akerman LLP, 98 SE 7th Street, Suite 1100, Miami, FL 33131, Attention: Michelle N. Gonzalez, Esq. ("Escrow Agent") the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Initial Deposit"), to be delivered to Seller at Closing (as defined below) and applied as a credit against the Purchase Price (as defined below) at Closing, subject to the terms and conditions of this Agreement. Within ten (10) business days after the Town Manager or his designee makes the TDR Determination (as defined below), approving in writing the eligibility of the transfer by Seller to Buyer of the Northern Star TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall

deposit in escrow with the Escrow Agent the additional sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing, subject to the terms and conditions of this Agreement. 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 Deposit in accordance with the terms and conditions of this Agreement.

(b) The purchase price of the Northern Star TDR Units is Two Hundred and Fifty-Two Thousand and 00/100 Dollars (\$252,000.00) (the "Purchase Price"), that is, Sixty-Three Thousand and 00/100 Dollars (\$63,000.00) per Northern Star TDR Unit, subject to adjustment as provided in Section 2(c) below. The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable in immediately available funds, by wire transfer, at Closing.

(c) Notwithstanding anything to the contrary, if the Closing occurs after January 31, 2020, then the Purchase Price as of the Closing Date shall be adjusted proportionally upward to reflect any corresponding percentage increase in the sales price, as of the Closing Date, of Town-owned TDR Units transferred to non-waterfront properties, based on the Town-adopted TDR appraisal report then in effect. For example, if the Closing occurs after January 31, 2020, and, at the time of Closing, the sales price of Town-owned TDR Units transferred to non-waterfront properties is five percent (5%) greater than the sales price of such TDR Units as of the Effective Date of this Agreement, then the Purchase Price shall increase by five percent (5%) to account for such change.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing") of the purchase and sale of the Northern Star TDR Units under this Agreement shall take place on the last to occur of the following (such date, the "Closing Date"): (i) January 31, 2020; (ii) three (3) business days after the date on which all of Buyer's closing conditions have been satisfied or waived by Buyer in writing; or (iii) such other date as is designated in writing by mutual agreement of the parties. The Closing shall occur at the offices of Escrow Agent; provided, however, that 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, simultaneously with the Closing, of any additional TDR Units required for the Project.

4. **Closing Costs.** Buyer shall pay the cost of recording the Deed (as defined below) and any documentary stamps assessed thereon, if any. Seller shall pay for any application fees required by the Town for the transfer of the Northern Star TDR Units, as well as the cost of recording the Restrictive Covenant (as defined below). Each party shall be responsible for paying their own attorney fees related to the submission, approval, and closing of the transactions contemplated by this Agreement.

5. **Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

- (a) If, on January 31, 2020, the transfer of the Northern Star TDR Units from the Donor Parcel to the Receiving Parcel has not been finally approved by, and is not then scheduled for a final hearing before, the Town Council;
- (b) If, on January 31, 2020, the Site Plan has not been finally approved by the Town's Development Review Committee, Planning and Zoning Board, and Town Council, as applicable, in each case with only those conditions that are acceptable to Buyer in its sole

discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;

- (c) If, as of September 24, 2019, the Site Plan is not scheduled for hearing before the Town's Planning and Zoning Board;
- (d) If the Donor Parcel is not in compliance with all of the requirements of the Town Code as determined by the Town, and Seller does not remedy all such deficiencies no later than thirty (30) days after the date Seller first learns or is advised of such deficiencies; and
- (e) If the Closing does not occur on or before January 31, 2020.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller upon the occurrence of any one or more of the above Termination Events, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

Seller, at Seller's sole option, may terminate this Agreement by written notice to Buyer only upon the occurrence of Termination Events (a), (c), or (e) 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 deadlines set forth under this Section 5 are subject to tolling to account for Force Majeure events as described in Section 16 below.

6. 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 any of the Northern Star TDR Units;
- (b) Seller has good, valid and marketable title to all of the Northern Star 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, deliver, and perform under 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; and
- (d) 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 all of the Northern Star TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel (the "TDR Determination").

7. 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.

8. **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 under 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) Buyer shall have obtained an affirmative resolution of the Town Council approving the transfer of the Northern Star TDR Units from the Donor Parcel to the Receiving Parcel, with only those conditions as are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;

(c) Buyer shall have obtained an affirmative resolution of the Town Council approving the transfer of any additional TDR Units to the Receiving Parcel as are necessary, appropriate, or convenient, in Buyer's discretion, for the construction of the Project, with only those conditions as are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction;

(d) The Site Plan shall have been finally approved by the Town's Development Review Committee, Planning and Zoning Board, and Town Council, as applicable, in each case with only those conditions that are acceptable to Buyer in its sole discretion and with all appeal periods having expired with no appeals having been taken or with all appeals having been disposed of to Buyer's satisfaction, and shall be and remain in full force and effect;

(e) The Donor Parcel shall be in compliance with all of the requirements of the Town Code as determined by the Town; and

(f) There shall be no development or building moratorium affecting the Receiving Parcel as of the Closing Date.

If any of the foregoing conditions are not satisfied at or before Closing, then 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.

9. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

(a) Execute and deliver to Seller an original of a closing statement setting forth the Purchase Price and the closing adjustments and prorations, if any, in form and substance satisfactory to Buyer and Seller (the "Closing Statement");

(b) Pay the balance of the Purchase Price (less the Deposit) described in paragraph 2(b); and

- (c) Execute and deliver to Seller 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. **Seller's Obligations at Closing.** Seller shall execute and deliver the following documents to Buyer at the Closing:

- (a) A duly signed original of the Closing Statement;
- (b) A duly signed original of that certain Warranty Deed for Transfer of Development Rights, the form of which is attached hereto and incorporated herein as **Exhibit C** (the "Deed");
- (c) A duly signed original of a restrictive covenant in recordable form, restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content approved by the Town Attorney (the "Restrictive Covenant");
- (d) A duly signed original 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 the transactions contemplated by this Agreement as may be reasonably required by Buyer;
- (f) A duly signed original "bring-down" certificate stating that all of Seller's representations and warranties contained in this Agreement are complete, true, and accurate as of the Closing Date; and
- (g) 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.

11. **Escrow Agent.**

11.1 General Conditions of Escrow

(a) Escrow Agent shall hold the Deposit in escrow in a non-interest bearing account at Wells Fargo Bank, N.A. until the Closing, or sooner termination of this Agreement and shall pay over or apply the Deposit in accordance with the terms of this paragraph. If Buyer shall be entitled to a return of the Deposit pursuant to the terms of this Agreement, the Deposit shall be paid by Escrow Agent to Buyer. At the earlier of Buyer's default hereunder or if the Closing Date occurs, the Deposit shall be paid by Escrow Agent to Seller.

(b) If for any reason the Closing does not occur pursuant to the terms of this Agreement and either party makes a written demand ("Demand Party") upon Escrow Agent for payment of the Deposit ("Demand Notice"), Escrow Agent shall give written notice ("Escrow Agent Notice") to the other party ("Non-Demand Party") of such demand together with a copy of the Demand Notice. It shall be a condition precedent to Escrow Agent's release of the Deposit that the Demand Notice to Escrow Agent be in writing.

(c) If Escrow Agent does not receive a written objection ("Objection Notice") from the Non-Demand Party to the proposed disbursement of the Deposit within ten (10) days after the date

Escrow Agent gives the Escrow Agent Notice to the Non-Demand Party, Escrow Agent is hereby authorized to make such disbursement of the Deposit to the Demand Party.

(d) If (i) Escrow Agent receives an Objection Notice from the Non-Demand Party within such ten (10) day period, or if for any other reason Escrow Agent in good faith elects not to make such disbursement of the Deposit, or (ii) a dispute arises as to the rights of the parties in and to, or the disposition of, the Deposit, then Escrow Agent shall have the right to (A) hold and retain all or any part of the Deposit until Escrow Agent: (1) receives a written notice from the Non-Demand Party withdrawing the Objection Notice, (2) receives a written notice signed by both parties directing disposition of the Deposit or (3) such dispute is settled or finally determined by litigation, arbitration or as otherwise evidenced in a writing delivered to Escrow Agent, or (B) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement, or (C) institute an action in interpleader or other similar action in an appropriate court in the State of Florida, or (D) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit. In the event Escrow Agent elects to file an action in interpleader to resolve the dispute, then upon filing such action, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action and the court shall award such attorneys' fees, including those for appellate and post judgment matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until such dispute is settled or finally determined by litigation, arbitration or otherwise.

(e) Any notice to or demand upon Escrow Agent shall be in writing, shall be delivered at the address set forth above for Escrow Agent and shall be sufficient only if received by Escrow Agent within the applicable time period set forth above. Notices from Escrow Agent to Seller or Buyer shall be given pursuant to the terms of the Section of this Agreement applicable to the giving of notices to and from the parties hereto.

11.2 Limitation of Liability

(a) Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument.

(b) Escrow Agent shall not be bound in any way by any other contract or understanding between the parties, whether or not Escrow Agent has knowledge thereof or consents thereto unless such consent is given in writing.

(c) Escrow Agent's sole duties and responsibilities shall be to hold and disburse the Deposit in accordance with this Agreement provided, however, that Escrow Agent shall have no responsibility for the clearing or collection of any check(s) representing the Deposit.

(d) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers

conferred upon it by this Agreement, except for damage caused by the gross negligence or willful misconduct of Escrow Agent.

(e) Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement.

(f) Escrow Agent may resign at any time upon at least ten (10) days' prior written notice to the parties. If, prior to the effective date of such resignation, the parties shall all have approved, in writing, a successor escrow agent, then upon the resignation of Escrow Agent, Escrow Agent shall deliver the Deposit to such successor escrow agent. From and after such resignation and the delivery of the Deposit to such successor escrow agent, Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason the parties shall not approve a successor escrow agent within such period, Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction, pending the approval of a successor escrow agent, and upon such deposit Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement.

(g) Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrow Agent (including counsel fees, whether of outside counsel or of Escrow Agent's counsel, and court costs) by reason of Escrow Agent's acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except as a result of Escrow Agent's gross negligence or willful misconduct. To the extent that Escrow Agent holds the Deposit under the terms of this Agreement, the parties agree that Escrow Agent may charge the Deposit with any such attorneys' fees, court costs and expenses as they are incurred by Escrow Agent. Escrow Agent may consult with counsel of its own choice, including counsel within its own firm, and shall have full and complete authorization and protection in accordance with the opinion of such counsel.

(h) Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following: (i) the financial status or insolvency of any other party, or any misrepresentation made by any other party; (ii) any legal effect, insufficiency or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties, whether or not Escrow Agent prepared such instrument; (iii) the default, error, action or omission of any other party or any actions taken by Escrow Agent in good faith, except for Escrow Agent's gross negligence or willful misconduct; (iv) any loss or impairment of the Deposit that has been deposited in escrow while the Deposit is in the course of collection or while the Deposit is on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of the Deposit due to the invalidity of any draft, check, document or other negotiable instrument delivered to Escrow Agent; (v) any loss or impairment of the Deposit arising from any insufficiency of FDIC insurance coverage (up to \$250,000) for funds held in a financial institution (vi) the expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent, has instructed the Escrow Agent to comply with said time limit; and (vii) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(i) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be an agent of either

party except for Escrow Agent's representation of Buyer in connection with this Agreement and the transaction referred to herein.

(j) The parties represent that prior to the negotiation and execution of this Agreement they were advised that Escrow Agent is the law firm representing Buyer as its attorney in connection with this Agreement and the transaction referred to in this Agreement. The parties covenant that they shall not object, on the grounds of conflict of interest or otherwise, to Escrow Agent's continuing to act as Buyer's attorney in connection with this Agreement and the transaction contemplated herein. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Buyer, notwithstanding that Escrow Agent shall continue to have the duties provided for in this Agreement.

11.3 Miscellaneous

(a) If the Deposit is to be placed in an interest bearing account, the party entitled to the interest shall furnish a taxpayer identification number to Escrow Agent. Escrow Agent does not have to place the Deposit in an interest bearing account until such taxpayer identification number is furnished to Escrow Agent.

(b) The parties acknowledge that the disbursement of the Deposit may require a completed W-8 or W-9 form and any other documentation required to satisfy Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act"). The parties agree to execute such documents as is required to satisfy such governmental requirements.

(c) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

(d) The terms and provisions of this Article shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

(e) In the event Escrow Agent holds the Deposit for a period exceeding twelve (12) months following the Effective Date of this Agreement, Escrow Agent shall thereafter have the right, in its sole discretion, to terminate the escrow in which event it shall either deposit such Deposit with the court or deposit the Deposit with a third party mutually agreeable to parties. Escrow Agent shall give the parties not less than ten (10) days prior notice of such election.

(f) The parties agree that this Agreement shall be effective and in full force and effect upon the execution and delivery of this Agreement by Seller and Buyer, notwithstanding that the Escrow Agent has not yet executed this Agreement as Escrow Agent.

(i) Except for the delivery of Form 1099's, the Escrow Agent shall have no duty to prepare or file any Federal or state tax return or report with respect to any funds held under this Agreement or any earnings thereon. With respect to the preparation and delivery of Form 1099's and all matters pertaining to the reporting of earnings on funds held under this Agreement, the Escrow Agent shall be entitled to request and receive written instructions from the Seller and Buyer and the Escrow Agent shall be entitled to rely conclusively and without further inquiry on such written instructions. Any taxes payable on income earned from the investment of any sums held in escrow under this Agreement shall be paid by the party entitled to receive such income, whether or not the income was distributed by

the Escrow Agent to such party during any particular year, as and to the extent required under the provisions of the Internal Revenue Code.

11.4 Deposit of Funds

The Deposit will be processed for collection in the normal course of business. No disbursement will be made until the Deposit has been irrevocably credited to Escrow Agent's account. Escrow Agent may commingle the Deposit received in escrow with escrow deposits of others, and may, at its option, deposit such Deposit in its custodial or trust accounts. Unless otherwise indicated in this Agreement, Escrow Agent shall be under no obligation to invest the Deposit on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the Deposit which may be received by Escrow Agent while it holds the Deposit. If, in accordance with this Agreement, the Deposit is invested in interest bearing investments, the interest shall be disbursed as, and shall be deemed included in, the Deposit except as may be otherwise specified in this Agreement.

11.5 Closing of Escrow

Signed approval of settlement statements or other statements of account by the Seller and Buyer shall constitute mutual instructions to Escrow Agent and authority to disburse funds as shown thereon. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall thereafter be relieved and released from any liability or obligation under this Agreement.

11.6 Electronic Execution

The parties agree that Escrow Agent shall be entitled to rely upon approvals for the closing of escrow and upon other communications by the parties transmitted by electronic means, including but not limited to facsimile telephone transmission and/or email transmission of data and signatures. Escrow Agent shall not be required to rely upon electronic data, which it determines, in its sole discretion, to be unreliable. Any notice or other communication given in the manner provided above by counsel for any party shall be deemed to be notice of such notice or other communication from the party represented by such counsel. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. **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, in addition to all other remedies available to Buyer at law or in equity, 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.

13. **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.

14. **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.

15. **Broker.** The parties each represent to each other that, except as set forth below, there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this Agreement and the transactions contemplated herein.

Buyer's Broker: Fortune International Realty
Carlos Balart, Agent
1390 Brickell Avenue, Suite 104
Miami, Florida 33131

Seller shall pay, from Seller's sales proceeds at Closing, a total brokerage commission to Buyer's Broker in the amount equal to five percent (5%) of the Purchase Price. In the event that the Closing does not occur for any reason whatsoever, Buyer's Broker shall not be entitled to the payment of any brokerage commission in connection with the transactions contemplated by this Agreement. Buyer shall have no obligation to Buyer's Broker with respect to the payment of any commission in connection with the transactions contemplated by this Agreement. Buyer agrees to defend, indemnify, and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. Seller agrees to defend, indemnify, and hold Buyer harmless from and against any and all costs and liabilities, including without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement. The provisions of this Section shall survive Closing.

16. **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 such 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 delay in the issuance of any permits or approvals for the Project and the time required to defend against legal challenges brought by third parties against the Project or any permits or approvals), unusually inclement weather conditions, and the declaration of a state of emergency by the President of the United States, the Governor of Florida, or any other competent authority. 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.

17. **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.

18. Miscellaneous.

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other law.

(b) Notices. All notices required or allowed by this Agreement shall be in writing and shall be delivered at the following addresses or to such other addresses as either party may from time to time specify in writing to the other:

To Buyer: Millenium Ambianta Corporation
 16001 Collins Avenue, Unit 2901
 Sunny Isles Beach, FL 33160

-AND-

Fortune International Realty
260 Crandon Blvd, Suite 25
Key Biscayne, FL 33149
Attention: Carlos Balart
cbalart@fir.com

-AND-

Akerman LLP
98 SE 7th Street, Suite 1100
Miami, FL 33131
Attention: Neisen O. Kasdin, Esq.
neisen.kasdin@akerman.com

To Seller: Northern Star Condominium Association, Inc.
 9725 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154
 Attention: Shellie Victorio, President
 shellie.victorio@cardinalhealth.com

-AND-

Robert H. Yaffe, P.A.
11900 Biscayne Boulevard, Suite 806
Miami, FL 33181
robert@robertyaffe.com

Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be, and (iii) sent by electronic mail shall be deemed effectively given or received on the day of transmission of such notice if sent before 6:00 P.M. Eastern Standard Time. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

(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. As used herein, the term "Prevailing Party" means the party who receives substantially the relief sought upon final disposition, whether by judgment, settlement, compromise, or otherwise.

(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 at any time without the prior written consent of Seller.

(f) 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, scanned and e-mailed, or made electronically or digitally, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(h) 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.

(i) Waiver. The enforcement of the terms and conditions of this Agreement is at the reasonable discretion of the aggrieved party. No delay in exercising any right, remedy, or privilege under this Agreement will constitute a waiver thereof, and no waiver will be effective

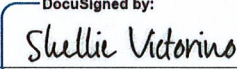
unless it is in writing and signed by the party against whom it is asserted. A waiver will only be applicable to the specific instance to which it relates and will not be deemed a continuing or future waiver.

[Signatures follow]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the day and year first above written.

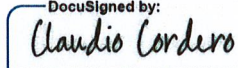
SELLER:

NORTHERN STAR CONDOMINIUM
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By:  _____
Name: Shellie Victorino
Title: President

BUYER:

MILLENIUM AMBIENTA CORPORATION,
a Florida corporation

By:  _____
Name: Claudio Cordero
Title: President

ESCROW AGENT:

AKERMAN LLP

By: _____
Name:
Title:

EXHIBIT A
Donor Parcel Legal

Northern Star Condominium Association, Inc.

Lots 7, 8, & 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: 9725 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154

Folio number 13-2227-106-0001

EXHIBIT B
Receiving Parcel Legal

Lots 11 and 12 of Block 8 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.

A/K/A 9901 West Bay Harbor Drive, Bay Harbor Islands, Florida

Folio 13-2227-075-0020

EXHIBIT C

[FORM OF WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS]

This instrument prepared by:

_____, Esq.

Property Tax Folios #: _____

------(Space above this line for recording data)-----

WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS

THIS WARRANTY DEED FOR TRANSFER OF DEVELOPMENT RIGHTS ("Deed") is made and executed this ____ day of _____, 2019, by NORTHERN STAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantor"), in favor of MILLENIUM AMBIENTA CORPORATION, a Florida corporation ("Grantee").

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

BACKGROUND

WHEREAS, Grantor and Grantee entered into an Agreement to Purchase Transfer of Development Rights dated _____ (the "Purchase Agreement") whereby Grantor has agreed to transfer to Grantee its interest in four (4) transfer of development rights units currently appurtenant to the land in the Town of Bay Harbor Islands, Miami-Dade County, Florida more particularly described on **Exhibit A** attached hereto (the "TDR Units").

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, grant, bargain, and convey unto Grantee and Grantee's heirs, successors, and assigns forever the four (4) TDR Units.

The four (4) TDR Units transferred to Grantee by this Deed are and shall be appurtenant to the land more particularly described on **Exhibit B** attached hereto, currently owned by Grantee, unless and until Grantee subsequently sells, assigns, grants, bargains, or conveys such TDR Units to others.

Grantor hereby represents and warrants to Grantee that Grantor has the full right and authority to execute and deliver this Deed to Grantee and to sell, assign, grant, bargain, and convey the four (4) TDR Units to Grantee, that Grantor hereby fully warrants the title to said TDR Units, and that Grantor will defend the same against the lawful claims of all persons whomsoever.

This Deed shall be governed by and construed in accordance with the laws of the State of Florida, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

Grantor agrees to cooperate with Grantee and to execute such other documents, instruments, and writings as may be reasonably requested by Grantee or that are necessary or desirable to further document or effect the intent of this Deed.

IN WITNESS WHEREOF, this Deed is executed as of the date first above written.

Signed, Sealed, and Delivered
in the presence of:

GRANTOR:

NORTHERN STAR CONDOMINIUM
ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: Shellie Victorio
Title: President

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Shellie Victorio, President of Northern Star Condominium Association, Inc., a Florida not-for-profit corporation. She ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by _____, _____ of Northern Star Condominium Association, Inc., a Florida not-for-profit corporation. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT A
Donor Parcel Legal

Northern Star Condominium Association, Inc.

Lots 7, 8, & 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: 9725 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154

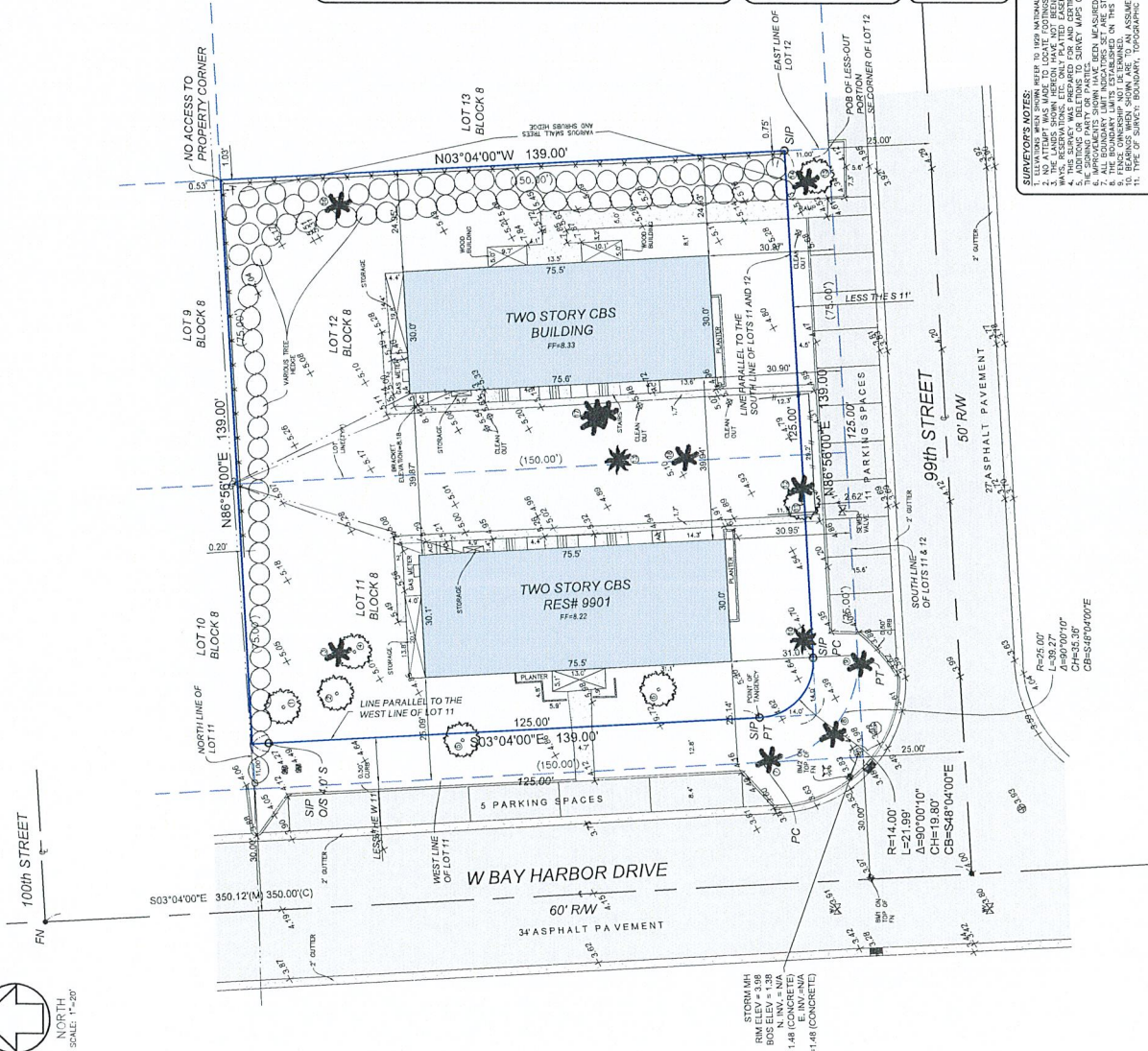
Folio number 13-2227-106-0001

EXHIBIT B
Receiving Parcel Legal

Lots 11 and 12 of Block 8 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.

A/K/A 9901 West Bay Harbor Drive, Bay Harbor Islands, Florida

Folio 13-2227-075-0020



TREE TABLE			
NO	COMMON NAME	DBH (FT)	HEIGHT (FT)
1	BOTTLE BRUSH	1.3	25
2	BOTTLE BRUSH	1.3	25
3	SABAL PALM	1	2
4	BOTTLE BRUSH	1.3	25
5	BLACK OLIVE	2	45
6	UMBRELLA TREE	3	35
7	ROYAL PALM	1.6	45
8	ROYAL PALM	1.6	45
9	ROYAL PALM	1.7	50
10	COCONUT	0.7	20
11	INDIAN ALMOND	2	30
12	ROYAL PALM	1.7	50
13	COCONUT	0.7	15
14	SABAL PALM	1	25
15	UMBRELLA TREE	4	30
16	SABAL PALM	1	25
17	ALEXANDRIA CLUSTER	N/A	N/A
18	ALEXANDRIA PALM	0.5	22

[illegible]

BENCHMARK REFERENCE:
NAME: 8-243
ELEV(INV/G29): 6.61
LOCATION: 86 ST (NAME CONCURRED) --- 6' NORTH OF CURB LINE
LOCATION/CE BROADVIEW DRIVE --- 150' --- EAST OF C/L
DESCRIPTION: US C & G BRASS BISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAYS.

[illegible]

FLOOD ZONE INFORMATION:
 BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), THE FLOOD ZONE FOR THIS PROPERTY IS SHOWN ON THE MAP AS BASE FLOOD ZONE 1. THE FLOOD ZONE FOR THIS PROPERTY IS SHOWN ON THE MAP AS BASE FLOOD ZONE 1. THE FLOOD ZONE FOR THIS PROPERTY IS SHOWN ON THE MAP AS BASE FLOOD ZONE 1.

SURVEYOR'S CERTIFICATE
 I, THE UNDERSIGNED, AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. I HAVE CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED HEREIN, AND I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE REVIEWED THE RECORDS OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.01, F.S., AND I HAVE DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS IN ACCORDANCE WITH THE REQUIREMENTS OF SAID SECTION. I HAVE REVIEWED THE RECORDS OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.01, F.S., AND I HAVE DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS IN ACCORDANCE WITH THE REQUIREMENTS OF SAID SECTION.

Juan A. Suarez

ATTESTING TO THE VERIFICATION OF THE SURVEYOR'S CERTIFICATE AND THE INFORMATION CONTAINED HEREIN.

Suarez

PROPERTY ADDRESS:
1901 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA
FOLIO# 13-2227-075-0001

CERTIFIED TO:
RIAS CONDO

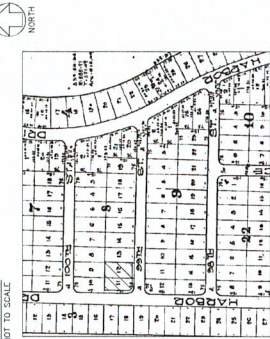
VISIONS:

DATE OF SURVEY :
09/24/2018
JOB # 180827849
FILE # D-1317
PROJECT NAME:
SURVEYS 2018
CAD FILE#: ARIAS CONDO
PARTY CHIEF:
KLAUDG
F.B.: 184 PG. 37
SHEET 1 OF 1

 **suarez surveying & mapping, inc.**
15190 SW 136th Street, Suite 20, Miami, Florida 33196
Tel: 305.596.1799 Fax: 305.596.1886
www.suarezsurveying.com



PLAT IMAGE:

[illegible]

THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER THE CLOSE PERSONAL SUPERVISION OF A MEMBER OF THE MISSOURI STATE BOARD OF SURVEYORS AND MAPPLERS, I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT STATEMENT.

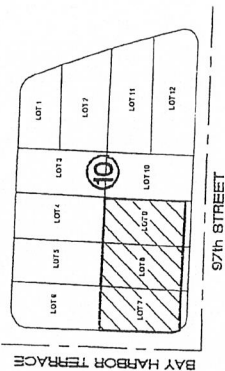
Juan A. Suarez
 Digitally signed by Juan A. Suarez, DN: cn=Juan A. Suarez, o=Surveying and Mapping, Inc., ou=Professional Surveyor, email=juan@surveyingandmapping.com, c=US
 Juan A. Suarez, Professional Surveyor
 Support Lic. 0220
 www.surveyingandmapping.com

Suarez
 Digitally signed by Juan A. Suarez, DN: cn=Juan A. Suarez, o=Surveying and Mapping, Inc., ou=Professional Surveyor, email=juan@surveyingandmapping.com, c=US
 Juan A. Suarez, Professional Surveyor
 Support Lic. 0220
 www.surveyingandmapping.com

June 19/10 11:02:11 CDT
 2010-06-19T11:02:11-0500

[illegible]

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.

NOT VALID UNLESS EMBOSSED WITH
- - SURVEYOR'S SEAL - -

REVISÉ:

MAINTENANCE & DRAINAGE EASEMENT= M & D.E	CBIM#	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) ELEVATIONS ARE BASED ON NATIONAL GEODETIC DATUM OF 1983. 6) UNDERGROUND ENCROACHMENTS NOT LOCATED. 7) ENCLOSURES ARE BASED ON NATIONAL GEODETIC DATUM OF 1983. 8) ELEVATIONS OF FENCES ARE UNKNOWN. 9) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 10) EXAMINATION OF THE LAST PART OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED OR UNRECORDED INTERESTS IN THIS PROPERTY.

Additional 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 P/B." PAGE

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

55 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

: 9/11/09 BASE: 81

120637

Y:	JOB No
----	--------

17-990

Town of Bay Harbor Islands

P.O. Box 546620

Bay Harbor Islands, FL 33154

Payee: CARLOS BALART LLC

Date: 10/11/2019 Time: 3:00 PM

Receipt Number: MAIN / 111187

Clerk: MARCE

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE	1,000.00
Total:		1,000.00
Check 153	1,000.00	
	Change:	0.00

NORTHERN STAR CONDOMINIUM ASSOCIATION, INC.

9725 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

September 10, 2019

Via email: jjimenez@bayharborislands-fl.gov
Mr. J. C. Jimenez
Town Manager
Town of Bay Harbor Islands Florida
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: Agreement to transfer development rights dated January 8, 2018 by and
between Northern Star Condominium Association, Inc. and Atlantis 103, LLC**

Dear Mr. Jimenez:

Please be advised of the cancellation of the referenced agreement by Northern Star Condominium Association, Inc. (the "Association"), to sell four (4) TDRs to Atlantis 103, LLC. The effective date of the cancellation was December 5, 2018. The Town Council's approval of the sale is evidenced in Town Resolution No. 2156.

The Association intends to sell the TDR units to another private party.

Very truly yours,



Shellie Victorio, as President

cc: msiegel@bayharborislands-fl.gov

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

Town of Bay Harbor Islands

From: Michael J. Miller, AICP 

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 10/22/2019

Re: Transfer of Development Rights (TDR) **CC:**

Millennium Ambianta MFR

9901 W. Bay Harbor Drive (30 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 4 Private DU

Donor Site: 9725-9745 Bay Harbor Terrace / Lots 7-9 of Block 10 / Northern Star Condominium Association, Inc.)

Receiving Site: 9901 W. Bay Harbor Drive / Lots 12 & 13 of Block 8 (Future Millennium Ambianta MFR)

In response to your request for our analysis of the lands proposed to be involved in the above referenced TDR application, requesting approval of the transfer of four (4) private TDR units, following is our analysis.

Our records show the receiving site (Millennium Ambianta @ 9901 W. Bay Harbor Drive) received Site Development Plan approval by the Town's Planning and Zoning Board on September 24th, 2019 for a 30 DU multi-family development. The maximum allowable base density is 34 DU. Seventeen (17) unit are allowed by right on the property (0.513 acres x 34 DUA including the 11-foot ROW now being granted back to the property owner by the Town). According to the applicant, the Town Attorney has now approved the 11-foot ROW vacation documents (deed and easement). The documents will be recorded before the TDR application is placed on a Town Council agenda for consideration. Since the proposed residential project includes 30 DU and only 17 DU are allowed by right, the acquisition of 13 TDR units is required. In addition to this application for four (4) private TDR units, the developer is currently working to acquire the required other nine (9) units (see separate private TDR application for eight (8) DU from the Villas at Bay Harbor Condominium / 1 TDR DU remaining).

The **donor** site in this instance is an existing multifamily development known as Northern Star Condominium Association, Inc. with twenty-two (22) DU. The donor site is located at 9725-9745 Bay Harbor Terrace and the legal description is Lots 7-9 of Block 10. While the existing donor site has 22 multi-family units the site is entitled to 26 DU. The survey indicates the donor site previously conveyed the south eleven (11) feet of Lots 7-9 to the Town for on-street parking. The 2017 survey submitted for the donor site indicates the lot area at that time was 31,275 sq. ft. / .718 acres. However, the Town granted the 11' of right-of-way along the south property line back to the owners of Northern Star Condo by Quit Claim Deed in June of 2018 (ORB 30998 / PGs 3500-3502 / MDCR). The Miami Dade Property Appraiser notes the property area at 33,750 sq. ft.; however, the site is really 33,616 sq. ft. due to the loss of land at the corner curve. The donor's survey should be updated to include the area that was quit claim deeded back to the property owners. Based on the existing lot area the site is entitled to 26 DU (0.772 acres @ 34 DUA = 26.24 or 26 DU rounded). With 22 DU existing on the site and 26 DU allowed by right, the donor site can convey the four (4) TDR units requested.

Note - The **receiving** site developer has also submitted a concurrent application to acquire private TDR units from the Villas at Bay Harbor Condominium Association, Inc., located at 1150-1170 98th Street for eight (8) TDR units. If the Northern Star Condo private TDR application is approved, the receiving site will have acquired a total of twelve (12) TDR units. The site developer would then need to acquire one (1) TDR unit for a total of 30 DU in order to proceed with the development.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes and/or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



October 22, 2019

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

J.C. Jimenez
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ AMBIENTA
Transfer of Development Rights
Receiver: 9901 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 you 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. Building has an ongoing permit for structural repairs and paint (Work in Progress)

ELECTRICAL REPAIRS

Property has no electrical problems in exterior lightning, service equipment or exterior devices. Service is upgraded and NO repairs are required.

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
4. Repairs were performed in the area around the building. The required repairs were dryer vents wall caps to be replaced and ac units to meet high wind zone with proper anchoring to equipment stands. No permits have been pulled for any of this work.

PLUMBING REPAIRS

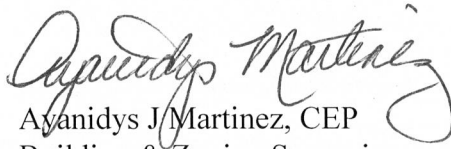
1. Hose bibs missing on vacuum breaker.
2. Sprinkler system needs repair.
3. On the rear side (east) of both buildings - the main water pipe is schedule 40 pvc outside. Inside wall must be copper or cpvc.

Please note that all the above repairs will require a permit prior to commencing the work.

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. Building is still working on the deficiencies from the Engineers Report.

If you have any further question or comments please feel free to contact me.

Sincerely,


Ayaniidys J. Martinez, CEP
Building & Zoning Supervisor

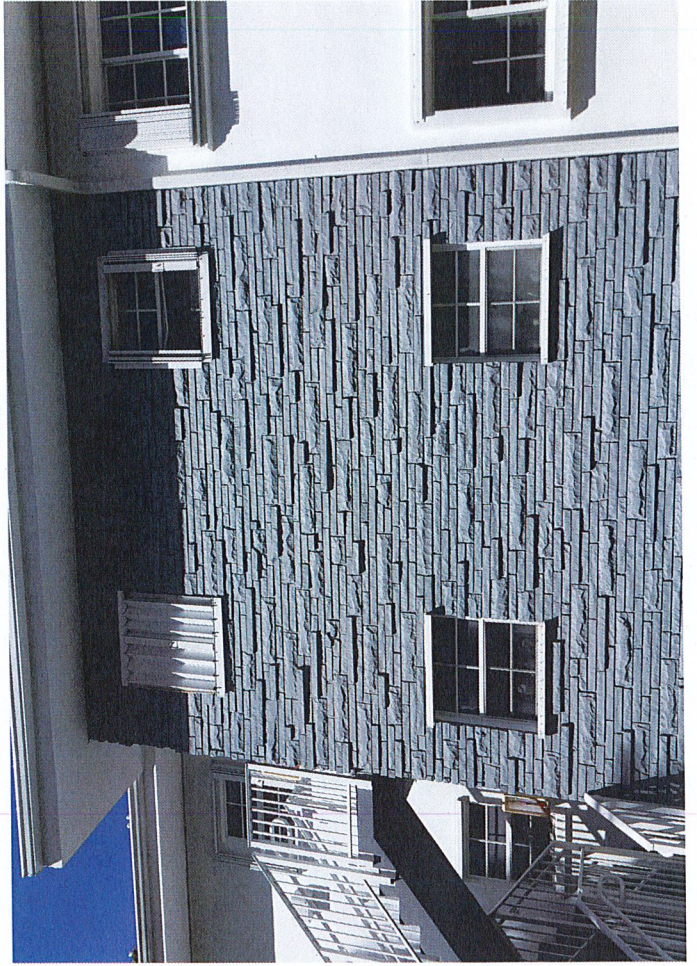
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Town of Bay Harbor Islands Code Compliance Department TDR

Date: October 15, 2019

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 repaired. Compliance met

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 violations observed on the east side of the building.

Town of Bay Harbor Islands Code Compliance Department TDR



9725-9745 Bay Harbor Terrace front view



Broken brick pavers located at the front entrance repaired. Compliance met

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 pavers repaired. Compliance met.

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 pavers repaired. Compliance met.

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..



Broken pavers repaired. Compliance met.

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



Crawl spaces have been covered. Compliance met.

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. Compliance not met.

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 removed. Compliance met.

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 removed, handrails repaired, and stairs painted. Compliance met.

Town of Bay Harbor Islands Code Compliance Department TDR

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.



10/15/19- Large hole observed on the exterior wall located at the east side of building 9725-45 Bay Harbor Terrace.

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 18.

ITEM: Approval of the Town's 2020-2025 Strategic Plan as prepared by Management Partners. Enclosed is a copy of the Strategic Plan.

DESCRIPTION:

At the Council Retreat held on July 16, 2019, the Town Council discussed and created the Town's first Vision Statement, Mission Statement and established the guiding core values in which we, as staff, will maintain and uphold as an organization. Those values are:

Transparency - We provide honest and open communication, including sharing data, with the public and fellow staff members.

Innovation - We continuously pursue innovation and best practices to improve services and address challenges.

Fiscal Responsibility - We are responsible stewards of public funds and committed advocates for the community.

High Quality Service - We strive to deliver exceptional customer service that is responsive, effective and efficient to the needs of the community and fellow staff.

Integrity - We follow through on commitments, act ethically and treat people with respect.

Proactive - We seek to anticipate needs and strive for excellence in all we do.

In addition to the core values, the Council also identified five (5) goals for staff to achieve in the next 5 years.

1. Develop and Maintain Quality Infrastructure
2. Ensure Long-Term Financial Stability
3. Enhance Programs, Services and Amenities to Meet the Evolving Needs of the Community
4. Foster and Productive and Engaged Workforce Committed to Providing Quality Service
5. Enhance Our Town Presence and Maintain our Town Identity

Staff recommends approval of the proposed 2020-2025 Strategic Plan.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Adoption of the strategic plan does not have an immediate fiscal impact on the Town, however, the projects and initiatives identified in the plan will be properly planned and budgeted for over the next five years.

BUDGET IMPACT:

Submitted By: Juan C. Jimenez, Town Manager

ATTACHMENTS

1. Bay Harbor Islands Strategic Plan

Town of Bay Harbor Islands Strategic Plan 2020-2025

Includes

Vision

Mission

Values

Goals

Strategies



October 2019



Prepared for the Town of Bay Harbor Islands by Management Partners



Table of Contents

Methodology	1
Vision	3
Mission	4
Core Values.....	5
Goal A. Develop and Maintain Quality Infrastructure	6
Goal B. Ensure Long-Term Financial Stability	7
Goal C. Enhance Programs, Services and Amenities to Meet the Evolving Needs of the Community.....	8
Goal D. Foster a Productive and Engaged Workforce Committed to Providing Quality Service	9
Goal E. Enhance Our Town Presence and Maintain Our Town Identity	10
Conclusion	11



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Methodology



Bay Harbor Islands is a beautiful place with a strong sense of community, where neighbors are connected, police are involved, schools are highly rated, and Town leaders are accessible and work to service the community to the best of their ability.

Project Background

Bay Harbor Islands leaders initiated a strategic planning process in 2019 to identify a vision, mission, and values and establish goals that will guide the work of elected officials and professional staff over the next five years. The plan reflects a vision resulting from interviews with Town leaders and staff and a strategic planning workshop.

Interviews

The Mayor, Town Council, and Town Manager were interviewed to identify issues and potential goals for discussion during the workshop. They were also asked about Bay Harbor Islands' strengths, weaknesses, opportunities and threats. A focus group was held with Town department heads to hear their ideas about these issues as well.

Strategic Planning Workshop

Bay Harbor Islands Council Members, Town Manager, Assistant Manager/ Finance Director, and Town Clerk participated in a workshop on July 16, 2019 to articulate a vision and mission for the future of the Town, as well as to discuss values and identify goals and strategies for the next five years. This document presents the results of that session.

Strategic Plan Elements

This strategic plan contains major strategic elements. Each is described below.



The **vision** statement is an aspirational statement of what Town leaders intend Bay Harbor Islands to be in the future and serves as the guiding principle for the services and programs the Town provides.

The **mission** statement provides purpose. It identifies what the organization stands for and what it will do.

The **core values** drive the organizational culture and provide operating principles to govern the actions and behaviors of leaders and employees of the Town.

Goals are broad, high-level ideas that define the issues most important to address and the desired outcomes that will be achieved. Goals provide the “why” of the specific actions the Town takes.

For each goal, several **strategies** are identified that further define how the goal will be reached. Strategies are the means to achieve multi-year goals, and generally are focused on specific issues or needs. Many of the strategies will link directly to action plans or core services.

The broad steps to achieve the goals are identified in an **Implementation Action Plan**. The action plan provides key tasks, the person assigned responsible for carrying out the actions, resources required, milestones, and success measures. The implementation action plan spans five years, since some of the goals require long-term strategies.

Staff will **report** to the Mayor and Town Council on the status of strategy execution periodically, detailing progress and seeking further direction as needed.



Vision



*The vision describes where
the Town wants to be in the future.*

Bay Harbor Islands is a unique,
small-town community that provides
residents with a neighborhood feel while
delivering large-town amenities.



Mission



The mission describes the purpose of the organization.

Bay Harbor Islands is committed to serving its community by providing the highest level of service through a transparent and ethical government that enhances the quality of life for current and future generations.



Core Values



Core values establish the operating principles of the organization. They govern the actions and behaviors of policy makers and employees.

Transparency

We provide honest and open communication, including sharing data, with the public and fellow Town staff members.

Innovation

We continuously pursue innovation and best practices to improve services and address challenges.

Fiscal Responsibility

We are responsible stewards of public funds and committed advocates for the community.

High Quality Service

We strive to deliver exceptional customer service that is responsive, effective and efficient to the needs of the community and fellow staff.

Integrity

We follow through on commitments, act ethically, and treat people with respect.

Proactive

We seek to anticipate needs and strive for excellence in all we do.



Goal A. Develop and Maintain Quality Infrastructure



Strategies

1. Develop a realistic five-year Capital Improvement Plan.
2. Develop a Street Tree Master Plan that includes streetscape improvements and enhancements.
3. Update the Stormwater Master Plan to include sea level rise.
4. Improve the physical appearance of Town Hall and Council Chambers.
5. Create checklists for conducting park maintenance and general infrastructure maintenance throughout the Town.

Goal B. Ensure Long-Term Financial Stability



Strategies

1. Develop a comprehensive fiscal sustainability plan that allows for the lowest possible tax rate.
2. Explore opportunities for new or increased revenues and diversify revenue sources beyond property taxes.

Goal C. Enhance Programs, Services and Amenities to Meet the Evolving Needs of the Community



Strategies

1. Assess and explore opportunities for expanded recreational activities (e.g., music series, summer movie nights, life skills classes, community service tasks for kids, specialty camps).
2. Provide more programs and events (e.g., car show, pre-teen/teen nights/events, food-oriented events).
3. Identify options for increasing green space (e.g., pocket parks and a waterfront park).
4. Develop meaningful outcome-based performance measures that relate to the delivery of important services.

Goal D. Foster a Productive and Engaged Workforce Committed to Providing Quality Service



Strategies

1. Develop a plan to modify the office environment to encourage more efficient work.
2. Collaborate with schools to provide training for staff on topics such as anti-bullying, suicide prevention, and substance abuse to better serve the community.
3. Identify funding to provide professional development training and support staffs' development (e.g., professional association memberships).



Goal E. Enhance Our Town Presence and Maintain Our Town Identity



Strategies

1. Examine options for welcome signage on Causeway Island.
2. Explore ways to rebrand Bay Harbor Islands, including developing a marketing strategy and refreshing the logo.



Conclusion



This Strategic Plan provides a clear direction to realize a long-range vision of sustainability for Bay Harbor Islands. Throughout the next five years, staff, with guidance from the Town Council, will work to implement the goals and strategies in the plan in accordance with annual budget development and capital planning.

After adoption of the Strategic Plan by Council, Management Partners will prepare an Implementation Action Plan with priorities. Staff can then provide progress reports periodically to Council members and residents. The progress reports can document what has been achieved and the status of strategies that are underway.

ELECTED OFFICIALS

Stephanie Bruder, Mayor

Joshua D. Fuller, Vice Mayor

Jordan W. Leonard, Council Member

Kelly Reid, Council Member

Isaac Salver, Council Member

Elizabeth Tricoche, Council Member

Robert Yaffe, Council Member



AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 19.

ITEM: Discussion and possible action of the Surf Bal Bay Interlocal Shuttle System Final Report conducted by Florida International University. This item is sponsored by Council Member Jordan W. Leonard. Enclosed is a copy of the report.

DESCRIPTION:

On June 12, 2017, the Town Council approved a proposal from Florida International University to performed a study for the creation a unified shuttle bus system to provide an additional transit options for the residents. The final report has been submitted for the Town Council consideration which includes a recommended service plan, action steps and future considerations.

Enclosed is a copy of the Final Report provided by the Lehman Center for Transportation Research (LCTR) and Florida International University (FIU).

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Juan C. Jimenez, Town Manager
 Jordan W. Leonard, Council Member

ATTACHMENTS

1. SurfBalBay_Final_Report

**Town of Surfside, Bal Harbour Village, and
Bay Harbor Islands Interlocal Shuttle System**

Final Report

Submitted by

Transit Program
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)

Submitted to:

Town of Surfside
Bal Harbour Village
Bay Harbor Islands

October 2019

Table of Contents

BACKGROUND	5
PROJECT OBJECTIVES	6
DATA COLLECTION	6
COMMUNITY OUTREACH	7
SURVEY DATA ANALYSIS	7
Town of Surfside	7
On-Board Survey	8
Online Survey	10
Bal Harbour Village.....	11
On-Board Survey	12
Bay Harbor Islands	15
On-Board Survey	15
RIDERSHIP ANALYSIS	18
Surfside Shuttle.....	18
Bal Harbour Shuttle	19
Bay Harbor Islands Shuttle	19
SERVICE ANALYSIS AND OBSERVATIONS	20
Surfside Shuttle.....	20
Bal Harbour Shuttle	21
Bay Harbor Islands Shuttle	22
PROPOSED SERVICE PLAN	23
Surfside	26
Bal Harbour	26
Bay Harbor Islands	27
On-Demand Service.....	27
Low Speed Electric Vehicle Operators.....	28
First Mile/Last Mile	29
Mount Sinai Medical Center.....	29
Haulover Skate Park	30
CONCLUSIONS AND RECOMMENDATIONS	31
Recommended Service Plan	31
Resource Impacts of Recommended Plan	32
Action Steps.....	33

Future Considerations	34
APPENDIX A.....	36
APPENDIX B.....	43
APPENDIX C.....	52

Figure 1 Reasons for using the Surfside Shuttle.....	8
Figure 2 Frequency of Usage of the Surfside Shuttle.....	9
Figure 3 Rating of the Shuttle system.....	9
Figure 4 Most Important Shuttle Improvements.	10
Figure 5 Ages of Current Riders.....	10
Figure 6 Reasons for using the Bal Harbour Shuttle	12
Figure 7 Frequency of Usage of the Bal Harbour Shuttle	13
Figure 8 Rating of the Shuttle system.....	13
Figure 9 Most Important Shuttle Improvements.	14
Figure 10 Ages of Current Riders.....	14
Figure 11 Reasons for using the Bay Harbor Islands Shuttle.	15
Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.	16
Figure 13 Rating of the Shuttle system.....	16
Figure 14 Most Important Shuttle Improvements.	17
Figure 15 Ages of Current Riders.....	18
Figure 16 Proposed Surf-Bal-Bay Shuttle Route.....	24
Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area.....	25

BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96th Street, including Bal Harbour Shops and the residential condominiums and hotels along Collins Avenue. Each trip is extended with limited stops to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94th Street and Harding Avenue. The three communities have collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for revising the current transit service to a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective public transportation operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. The focus will also be on identifying improvements at no additional cost for the municipalities.

To achieve this, the FIU research team conducted a series of tasks that included meeting with staff and other officials, collecting data and information, conducting a community outreach meeting, analyzing the data and information, and preparing the final report.

DATA COLLECTION

This task provides useful information for the next tasks of this project. The FIU team conducted passenger on-board surveys of the three shuttle services. In addition, the team collected manual passenger counts of each shuttle route to determine ridership and productivity of service. Data were collected as follows:

- On-board self-administered survey of current riders on each shuttle route. Surveys were prepared in English and Spanish and were distributed and collected by FIU staff. Nearly all trips were surveyed. The survey questions were shared with each municipality for review prior to printing the survey forms.
- Ridership by trip and bus stop as well as schedule performance were collected on forty trips, weekday, Saturday, and Sunday, of the three shuttle routes.

All the information and survey data provided by each municipality for this project was collected, analyzed, and considered in the proposed redesign of the Shuttle service and recommendations in this report.

Appendix A contains the blank on-board surveys (in English and Spanish) that were used to collect data for all three municipalities.

COMMUNITY OUTREACH

In coordination with the three municipalities, the FIU team participated in a community meeting that took place on February 27, 2019 at the Surfside Town Hall. The meeting was conducted for residents and stakeholders, so that they could provide feedback regarding the needs and potential improvements of the different shuttle services. The following were the main items discussed at the community meeting:

- In general, users are satisfied with the service.
- The cost of the shuttles was discussed.
- Those in attendance were interested in on-demand service; although one attendee was concerned that the low speed vehicles being considered was not conducive for the elderly.
- Low ridership and schedule performance were brought up by two attendees.

An additional meeting between FIU staff and Citizens' Independent Transportation Trust (CITT) as well as the Department of Transportation and Public Works (DTPW) took place to discuss funding opportunities, existing ordinances, and related transit service requirements. The following were the main items discussed at these meetings:

- Compliance with current ordinances including the requirements for fixed route circulators and on-demand service.
- Current Funding.
- Alternatives to current shuttle services.
- Opportunities for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Significant modifications to current service require an amendment to existing interlocal agreements.

SURVEY DATA ANALYSIS

This section presents the data analysis task. The data and information collected from the previous tasks and will be used in the preparation of the proposed system improvements. It analyzes the data and information of each municipality including on-board surveys, ridership data, information provided by the municipalities, and feedback from the community meeting and project management team. To better organize this section, data analysis was divided in segments, one per each municipality.

Town of Surfside

For the Town of Surfside, both on-board and online surveys as well as ride checks were conducted. The on-board survey and ride checks were conducted by the FIU team. The online survey to the general public was conducted by the Town of Surfside. The following figures present the results from the surveys:

On-Board Survey

The following charts present the results of the Surfside Shuttle on-board survey conducted by the FIU team.

Figure 1 clearly shows that the majority (69%) of the survey participants use the Shuttle because it is convenient. Other reasons (15%) are because they don't drive or because the Shuttle is economical.

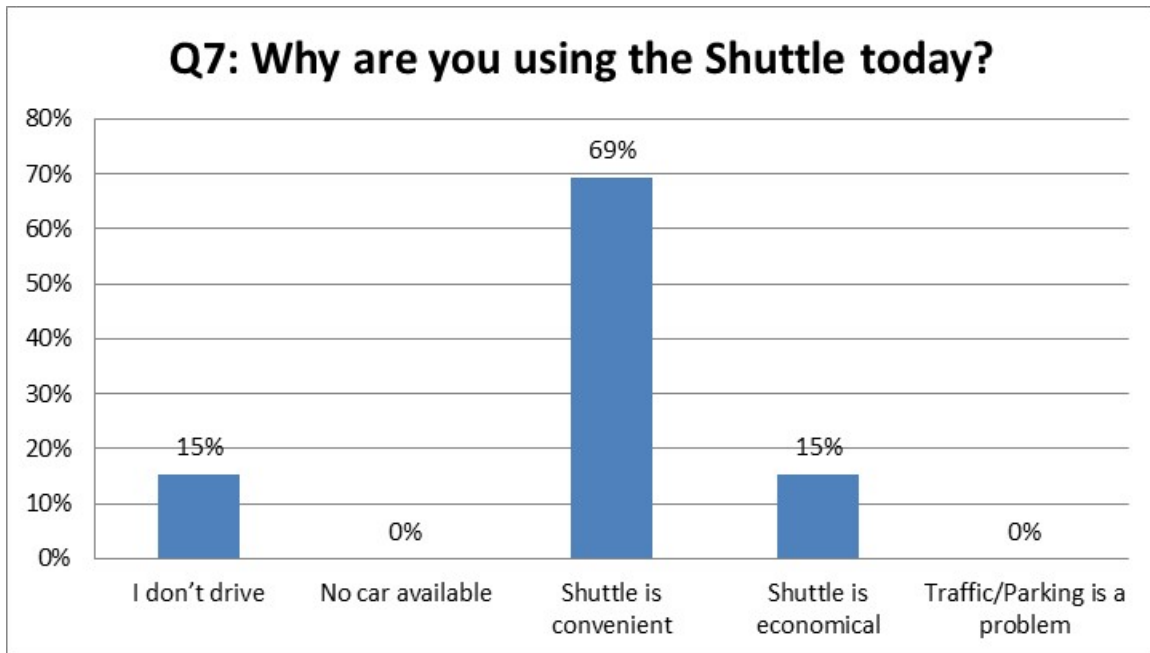


Figure 1 Reasons for using the Surfside Shuttle.

To the question of how often they ride the Shuttle (Figure 2), 81% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

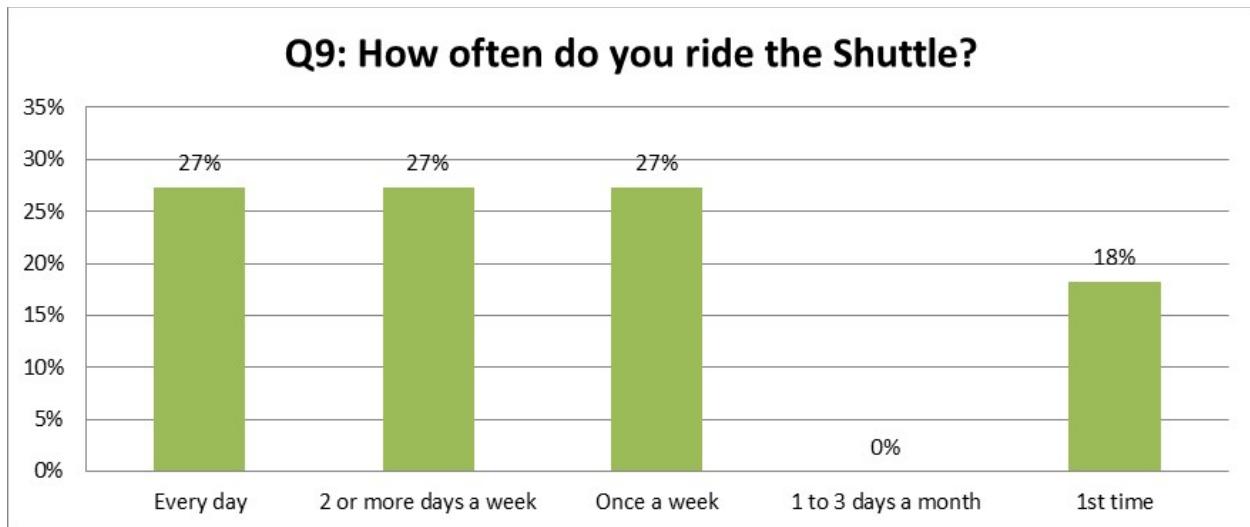


Figure 2 Frequency of Usage of the Surfside Shuttle.

Figure 3 presents a chart with the rating of the system. This type of chart can help get a sense of areas that function well and areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, the surveyed riders gave the good or very good ratings to the Surfside Shuttle.

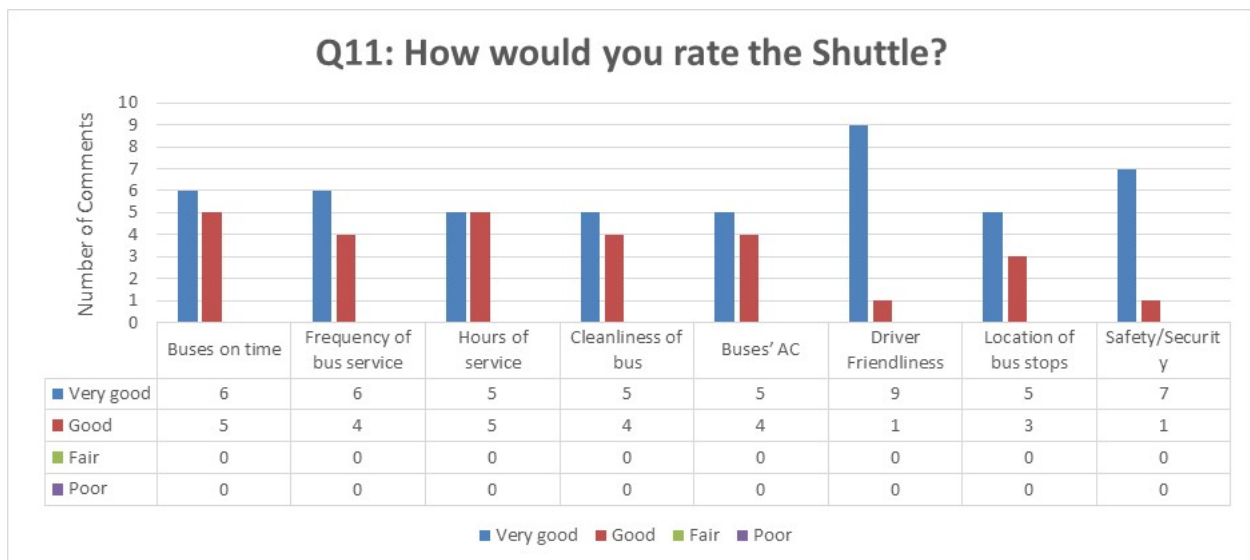


Figure 3 Rating of the Shuttle system.

With survey question 12, riders were asked to select the three most important improvements for the shuttle. This is presented in Figure 4. Although the participation was rather low, the top improvements include more frequent service, extension to other locations, and provide more stops.

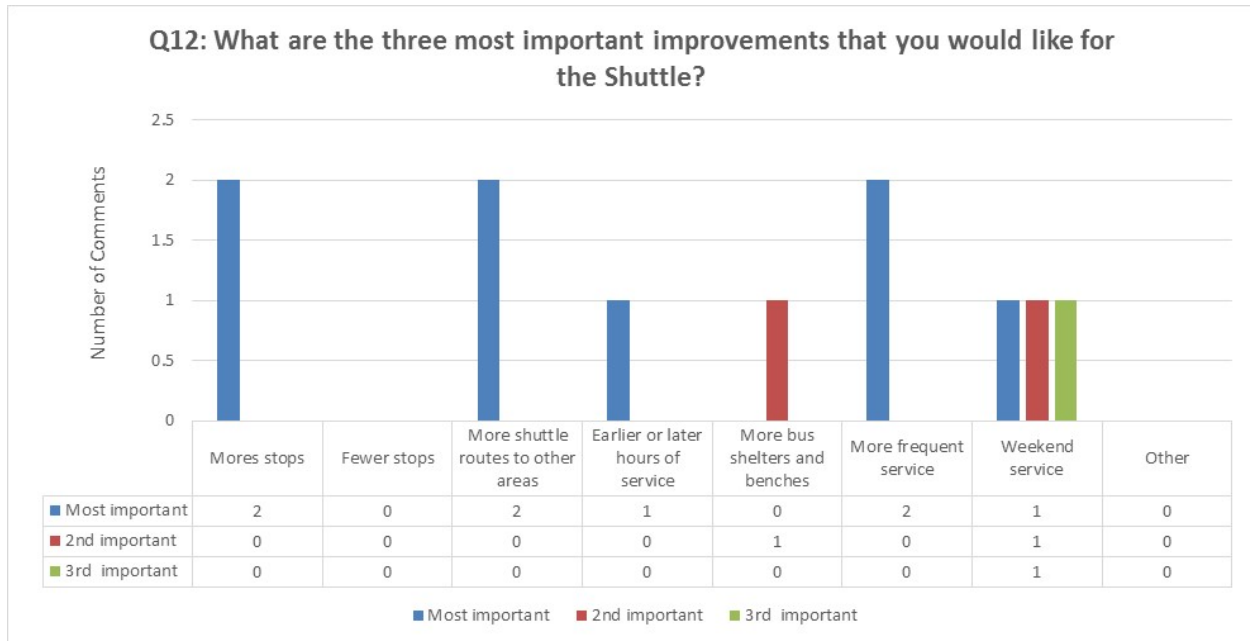


Figure 4 Most Important Shuttle Improvements.

As expected, Figure 5 shows that the majority of the Shuttle riders (78%) were 55 years of age and older and 56% were over 65. The results are somewhat similar to the Surfside online survey.

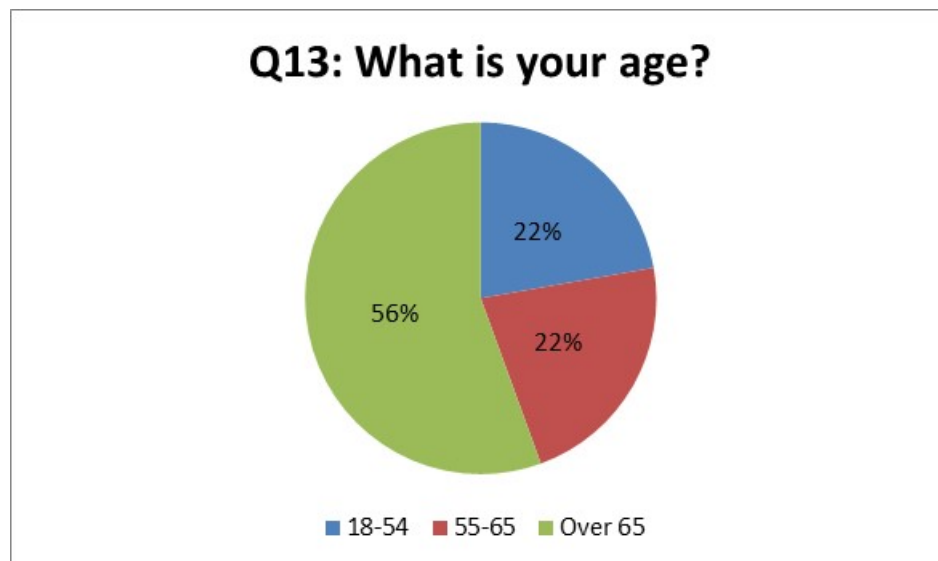


Figure 5 Ages of Current Riders.

Online Survey

The Town of Surfside conducted an online survey to get feedback from the residents regarding the current Shuttle system. The survey was targeted to the whole community, whether they use the Shuttle or not. The following bullets present a summary of the results from the online survey:

- 35% the online survey participants indicated that they use the Surfside Shuttle. This shows that there is a good number of the community members that use the transit service offered by the Town of Surfside.
- The frequency of usage of the Surfside Shuttle service varies: approximately 11% use it daily, 28% weekly, 22% monthly, and 39% at least once. In other words, 39% of the riders use the shuttle system at least once a week and the majority (61%) at least once a month.
- For those who do not ride, the primary reasons they don't use the shuttle are because they prefer to use a personal vehicle (32%), prefer to walk (23%), or the shuttle does not take them where they want to go (38%).
- Survey participants said that the main improvements they would like to see is more frequent service (58%) and door to door service (48%). Other responses included earlier and later service (38%), weekend service (33%), and buses on-time (31%). Note that the survey participants were allowed to answer more than one response, so the percentages do not add up to 100%.
- The following are the top seven destinations survey participants would like the Shuttle to travel to:
 - Costco
 - Miami Beach
 - South Beach
 - Aventura Mall
 - Mount Sinai Hospital
 - Sunny Isles
 - CVS/Walgreens
- In regards to the age of the persons who use the shuttle bus, the vast majority are age 55 and older (79%), with people over 65 as the largest segment (50%). This is important, as it helps the Town of Surfside focus on this segment of the population. Note that the survey participants were allowed to answer more than one response per household, so the percentages do not add up to 100%.

Bal Harbour Village

Bal Harbour Village also conducted on-board and online surveys. However, there were only six respondents which are insufficient for any kind of reasonable analysis. The following figures present the results from on-board passenger survey.

On-Board Survey

Figure 6 shows that 43% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (23%) or because the Shuttle is economical (14%).

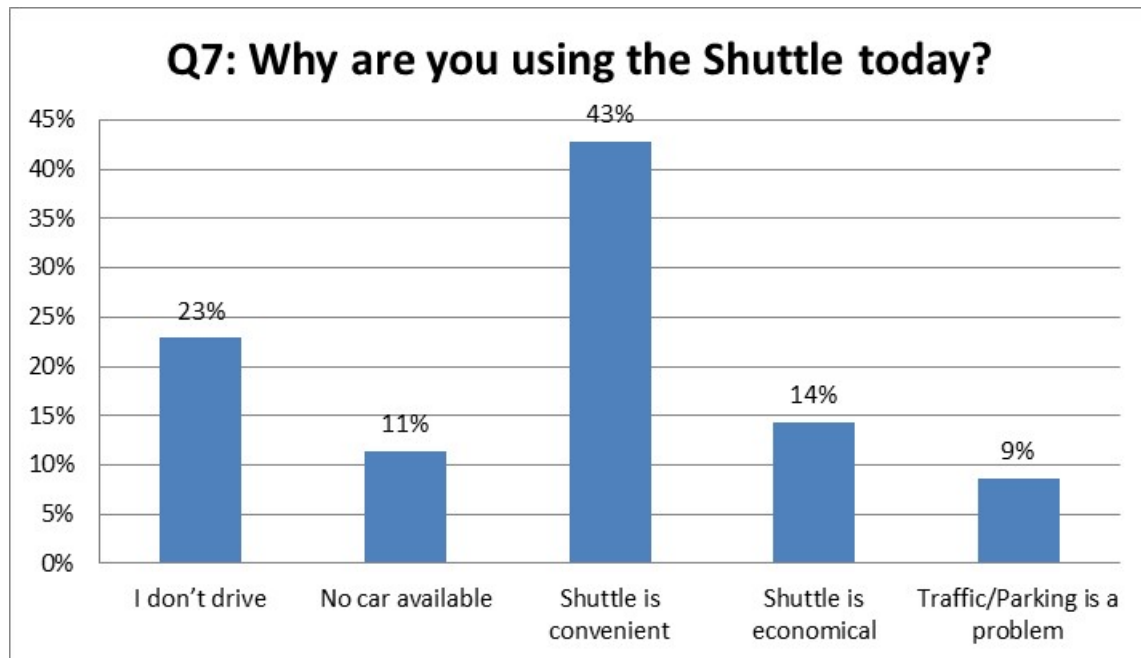


Figure 6 Reasons for using the Bal Harbour Shuttle

To the question of how often they ride the Shuttle (Figure 7), 92% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

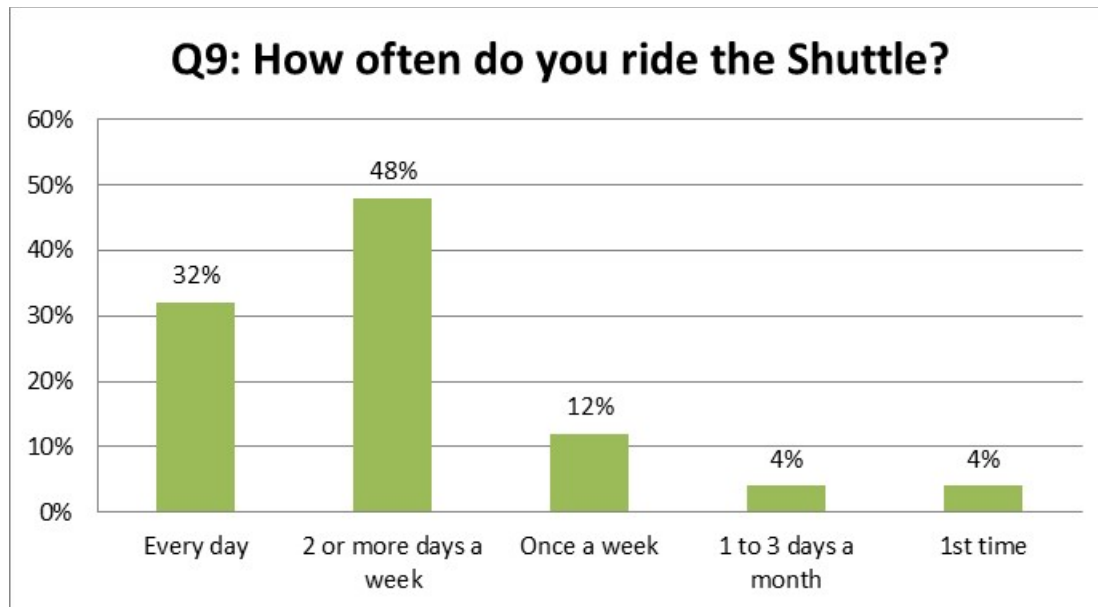


Figure 7 Frequency of Usage of the Bal Harbour Shuttle

Figure 8 presents a chart with the rating of the system. This type of charts can help get a sense of service areas that function well and the areas that need to be improved. Buses on time, Safety/Security, and Driver friendliness are valued highly among the riders. In general, according to the on-board survey, an overwhelming majority of the surveyed riders gave good or very good ratings to the Bal Harbour Shuttle.

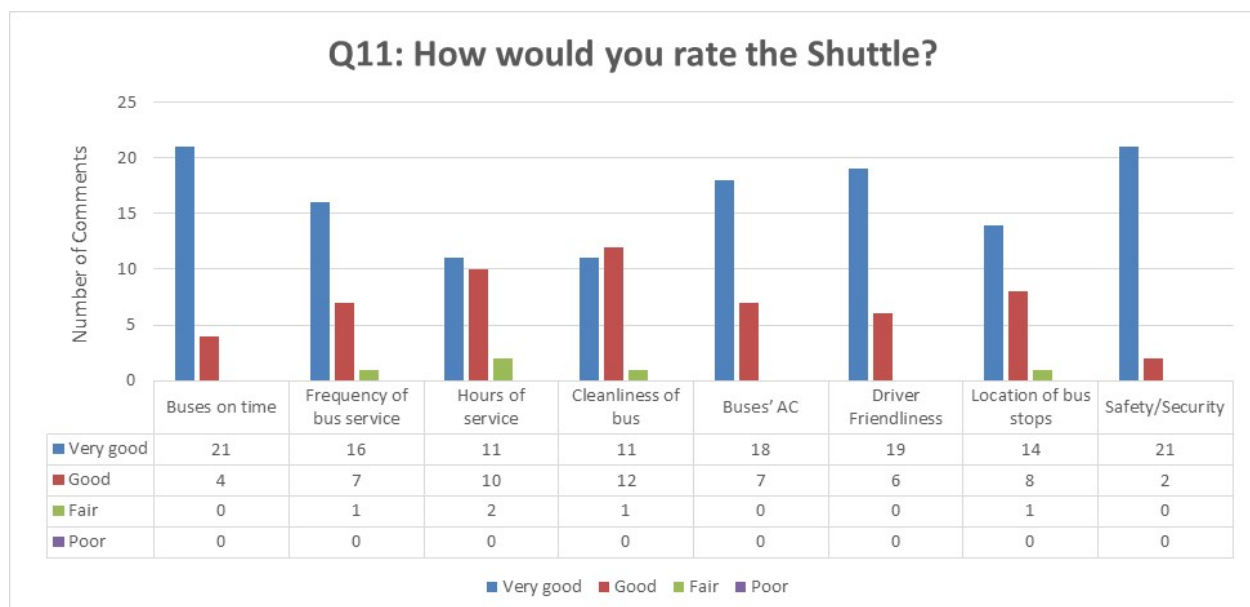


Figure 8 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 9. The top improvements include earlier or later hours of service, more

shuttle routes to other areas, and weekend service. Other improvements include more frequent service and adding more stops.

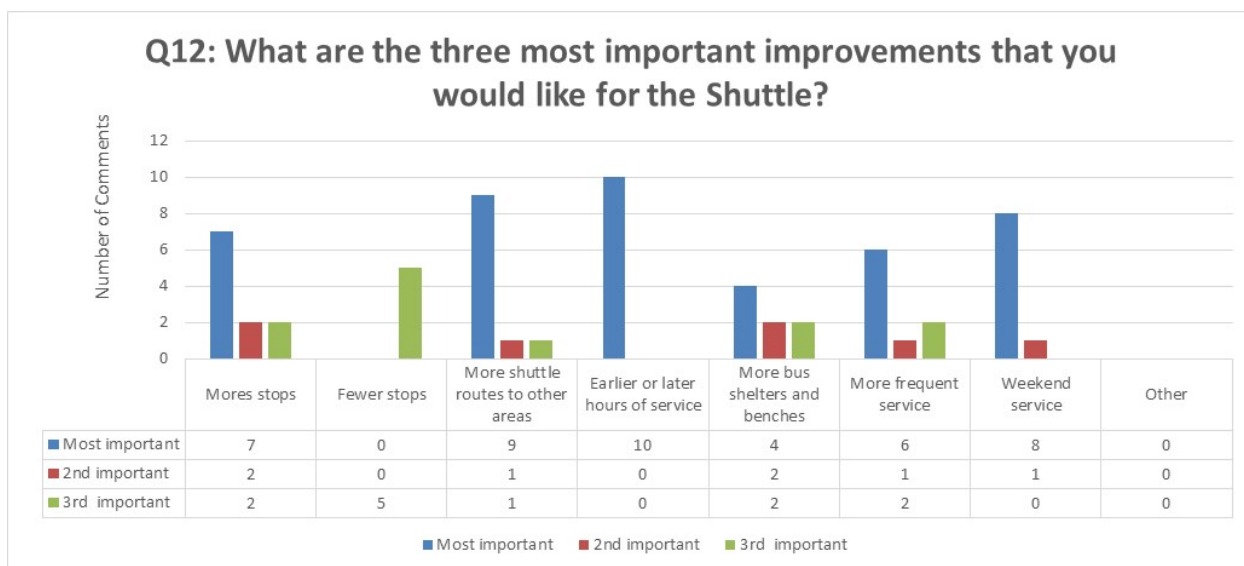


Figure 9 Most Important Shuttle Improvements.

Figure 10 shows that the majority of Shuttle riders (60%) are younger than 55 years of age. This survey result indicates that the riders of the Bal Harbour Shuttle are younger than the ones from the other two municipalities.

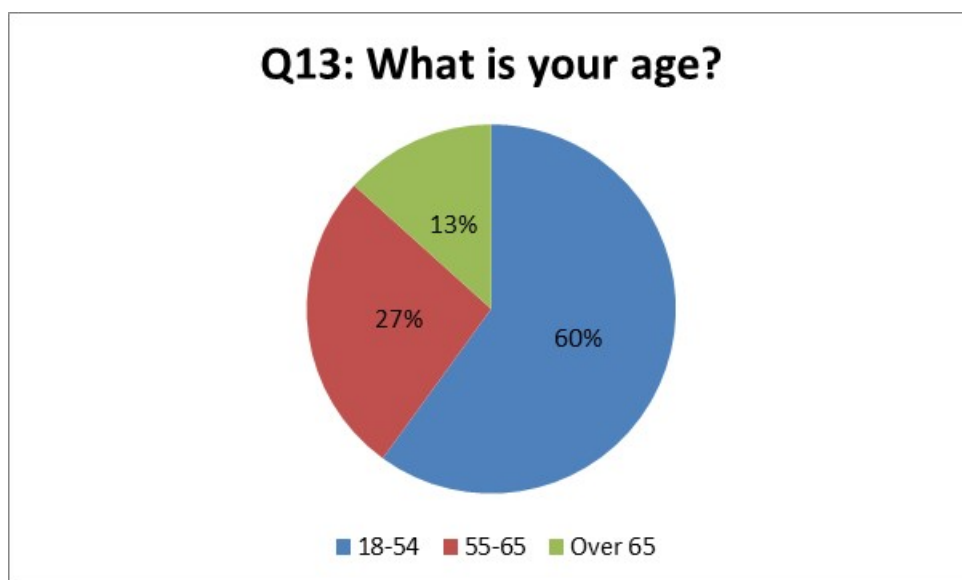


Figure 10 Ages of Current Riders

Bay Harbor Islands

The following figures present the results from passenger on-board survey.

On-Board Survey

Figure 11 shows that 41% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (31%), there is no car available (21%), or the Shuttle is economical (8%).

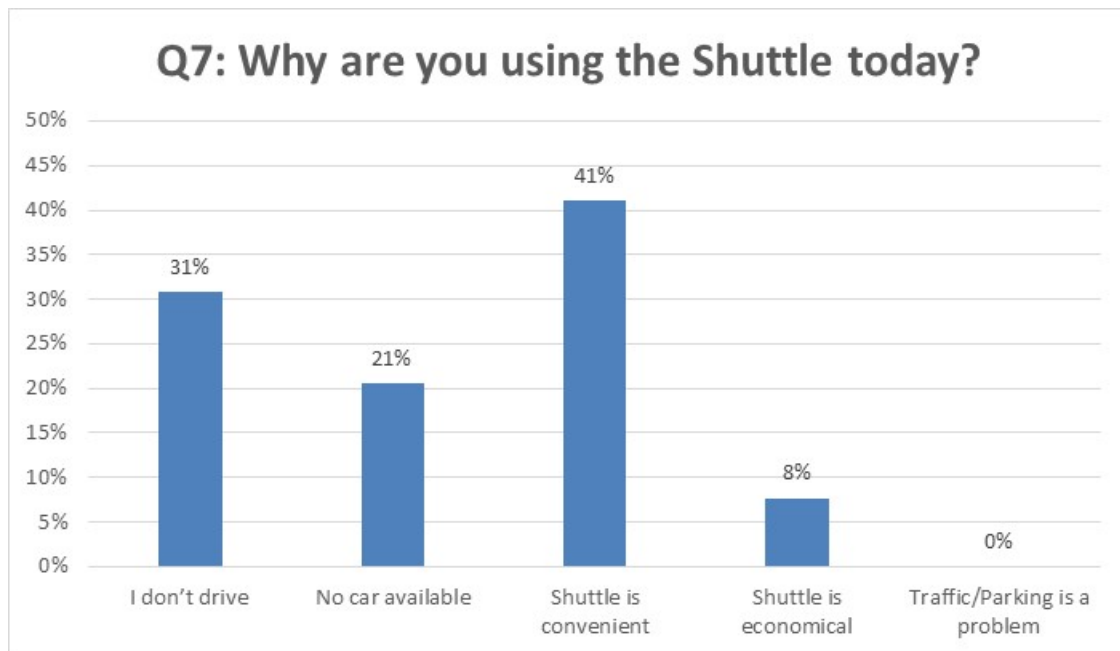


Figure 11 Reasons for using the Bay Harbor Islands Shuttle.

To the question of how often they ride the Shuttle (Figure 12), 82% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

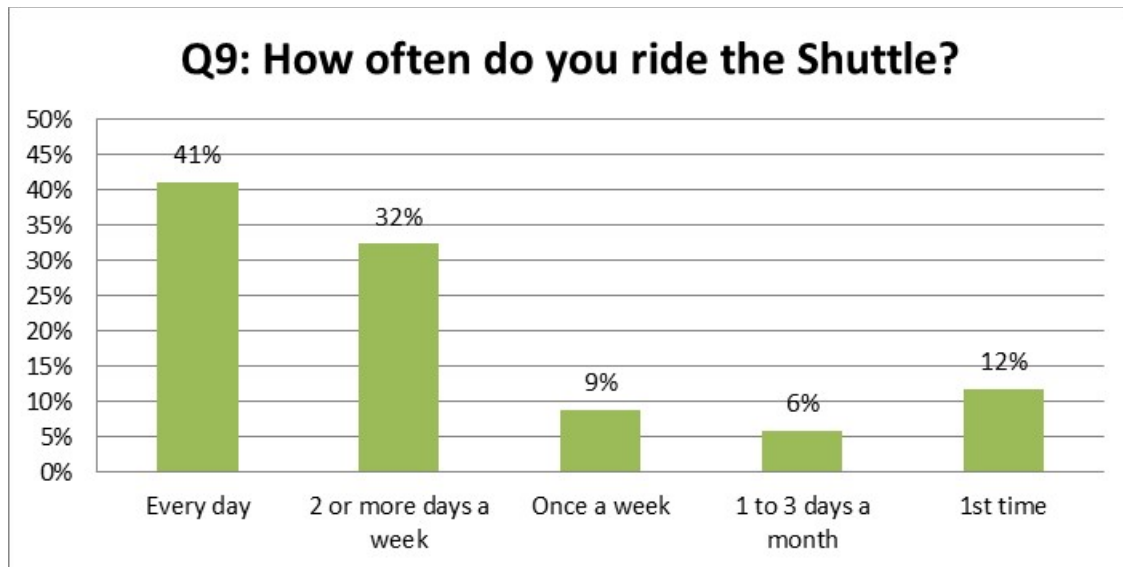


Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.

Figure 13 presents a chart with the rating of the system. This type of charts can help get a sense of areas that function well and the areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, most of the surveyed riders gave the good or very good ratings to the Bay Harbor Islands Shuttle.

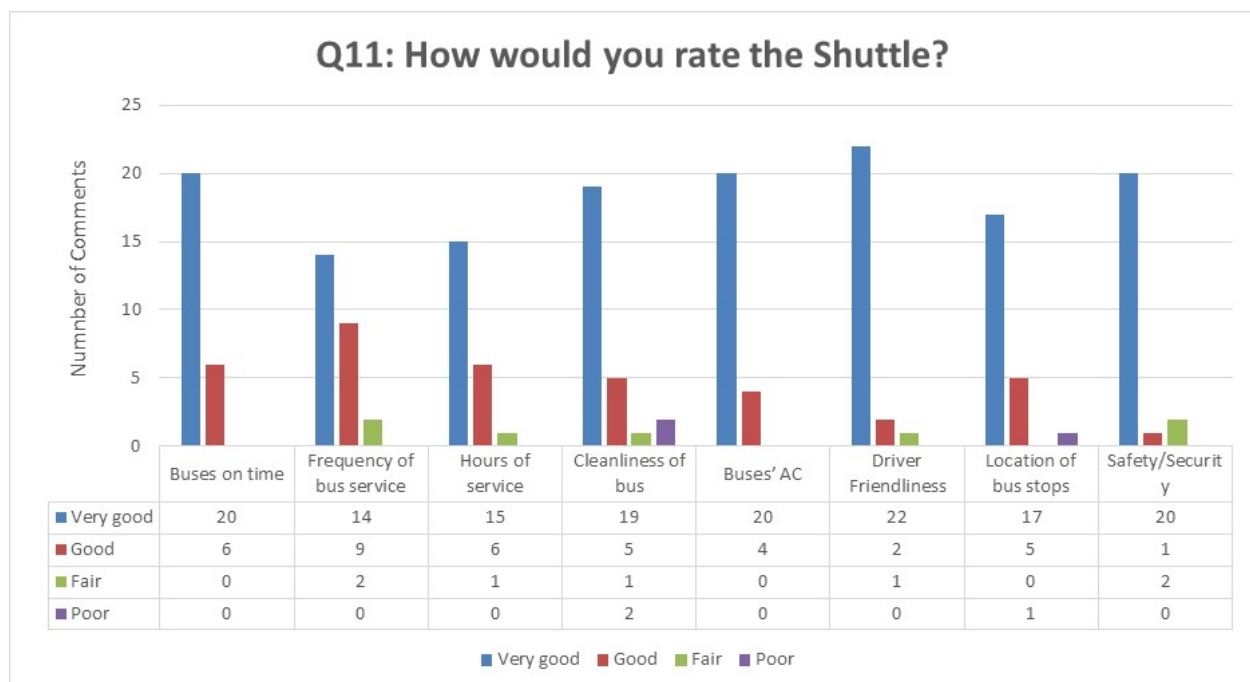


Figure 13 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 14. The top improvements include weekend service, more shuttle routes to other areas, and more frequent service. Other improvements include adding more stops and earlier or later hours of service.

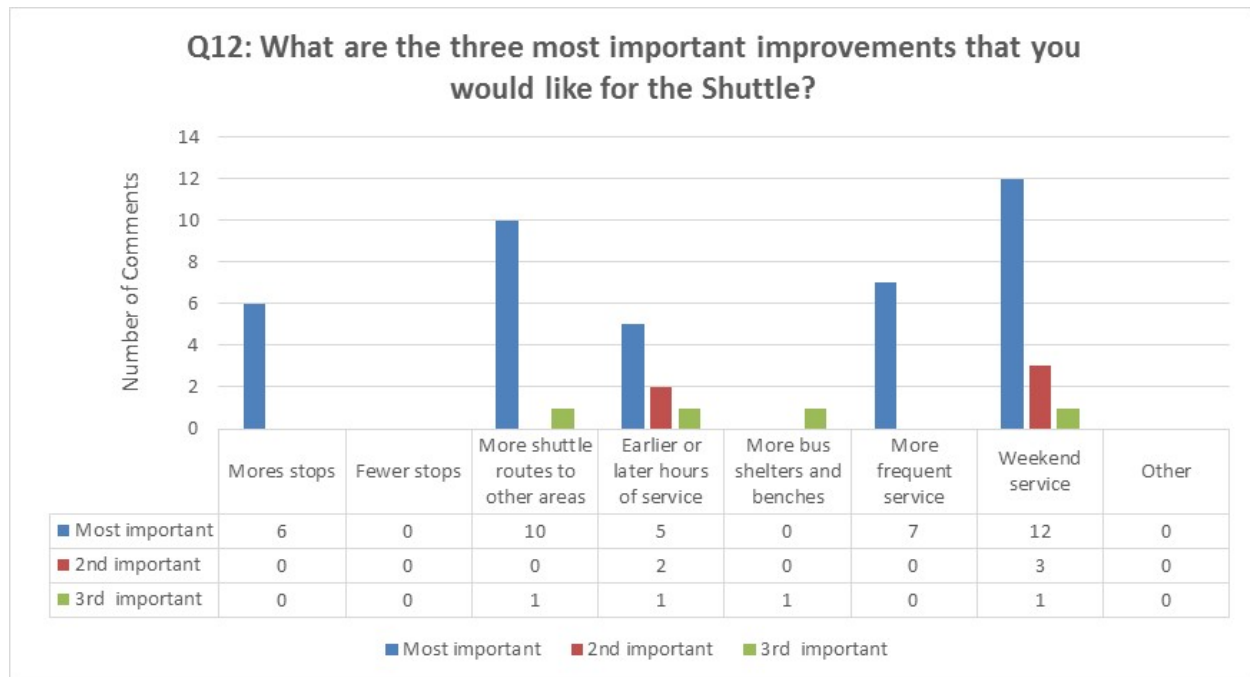


Figure 14 Most Important Shuttle Improvements.

As expected, Figure 15 shows that the more than half of the Shuttle riders (53%) were 55 years of age and older and 32% were over 65. The results show that the age of the Bay Harbor Islands riders were somewhat between the age of the Surfside and Bal Harbour riders.

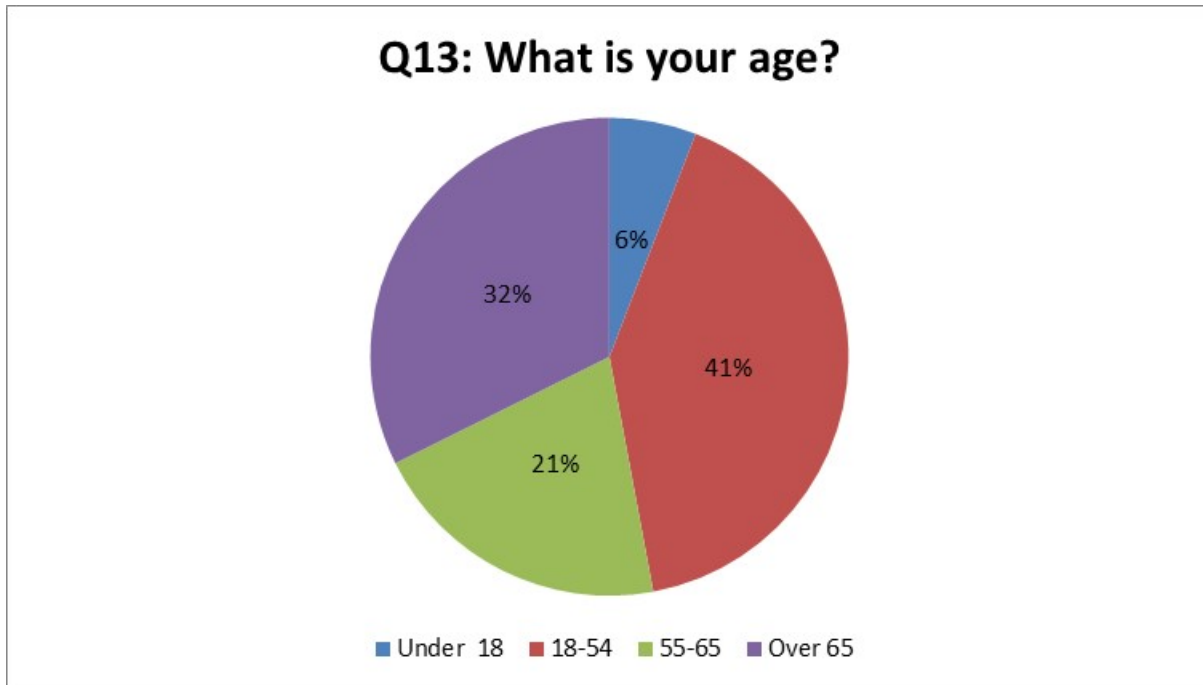


Figure 15 Ages of Current Riders.

RIDERSHIP ANALYSIS

Ridership data from both the FIU Team ride checks and the records collected by the contractors of the shuttle services were analyzed. Highlights of this data analysis are presented for each shuttle route.

Surfside Shuttle

Based on the contractor's January, 2019 passenger counts, rider boardings and boarding per hour are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekday	92	9.5
Saturday	54	5.6

A study performed by Kimley-Horn titled "Guidelines for Transit Programs in Miami-Dade County" in 2016 recommended the baseline threshold for Boardings per Service Hour to be 6.9. The Surfside Shuttle weekday performance meets this threshold, but the Saturday service does not.

The busiest stops of the Surfside Shuttle are the Surfside Publix on 94 Street, Stella Maris House (senior housing) in Miami Beach, and the North Shore Library in Miami Beach. Eighty-three percent of the ridership of the Surfside Shuttle either gets on or off the Shuttle at these three stops. The lowest ridership of the route is the residential area of single family homes west of Abbott

Avenue. Along busy Collins Avenue from the North Shore Library to 94 Street, ridership is moderate with about five boardings per day.

On the days the FIU team checked, there were no riders on the first morning trip for both weekdays and Saturday.

Bal Harbour Shuttle

Bal Harbour provides service seven days a week and on Fridays and Saturdays extends service until 9:00 p.m. Using ridership counts by the operators of the route, average daily boardings and route productivity in February, 2019 are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Monday – Thursday	26	3.1
Friday	25	2.1
Saturday	31	2.6
Sunday	34	5.1

Comparing the boardings per hour for the Bal Harbour Shuttle with the recommendation in the 2016 Kimley-Horn report referenced previously, the average ridership does not meet the recommended baseline threshold on any day of the week.

The Bal Harbour Shuttle operates a significant portion of route miles outside of the Village limits. The operator and rider checks for this project found that only 31% of the boardings or about nine per day are boarding the Shuttle within Village limits. The busiest stops on the Bal Harbour Shuttle are the Surfside Publix and Aventura Mall.

The survey team found that 20% of the total ridership travelling to and from Aventura Mall is getting on and off the Shuttle north of the Bal Harbour Village limits. Metrobus operates frequent service along Collins Avenue, so it can be assumed that these riders may be taking advantage of the free service provided by the Shuttle.

Evening ridership on Fridays and Saturdays is very low with, at most, two or three riders per round trip. The last trip never carries a passenger.

Bay Harbor Islands Shuttle

The Bay Harbor Islands Shuttle has the highest daily ridership of the three shuttles with 81 boardings last June, 2018 and estimated 104 boardings in February, 2019.

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekdays	104	13.2

The Bay Harbor Shuttle easily meets the boardings per hour threshold recommended by Kimley-Horn for municipal circulators.

About one-third of the ridership travels outside of town limits to and from North Miami. The bus stops at NE 123 Street and Biscayne Boulevard, which serves a Walgreens store, have the highest ridership of the mainland bus stops. Also served along the North Miami segment is the heavily commercialized stretch of Biscayne Boulevard including with the Biscayne Commons shopping area and Target on NE 143 Street.

Nearly half of the total ridership board or disembark the Shuttle within the Town limits. The Surfside Publix is also a frequent destination of this route.

Very low ridership occurs on Broadview Island as only two riders (students) were observed using the Shuttle during the two days of surveying and counting riders by the FIU Team.

SERVICE ANALYSIS AND OBSERVATIONS

The FIU Team spent approximately 120 hours surveying, counting passengers, and observing the operation of the three shuttle routes. The current service is highly appreciated by the passengers and they gave the Shuttles high ratings for every service related characteristic of the on-board survey. Although the FIU Team observed the satisfaction of the riders, there are several concerns with the design, scheduling, and operation of the shuttles that affects the effectiveness of the service and may be restricting ridership.

Surfside Shuttle

- The Surfside Shuttle operates approximately every 30 minutes in the morning and every 40 minutes in the afternoon. Schedule performance data and observations indicated that there is too much time in the schedule resulting in the bus running early at several time points and having to kill time at the Surfside Publix. Schedule performance of this route is related to the boarding and disembarking time of older passengers at Stella Maris House. However, the average weekday round trip time is 28 minutes in the morning and 32 minutes in the afternoon. The Saturday service which operates from 8:00 a.m. to 1:30 p.m. required an average of 22 minutes for each round trip.
- The route alignment that the driver followed was consistent with every trip but was not the same as what is shown in the Surf-Bal-Bay brochure. Although the Surfside Shuttle is to serve the bus stop on 95th Street next to the Post Office, the driver would turn a block short

from Collins Avenue to 94th Street. If a passenger requested, the driver would then follow the route to 95th Street.

- Surfside does not have bus stop signage although the stops are shown in the Surf-Bal-Bay brochure. In general, the operator stops on hail or request along the route alignment west of Abbott Avenue. Along Collins Avenue, the Shuttle stopped to pick up or drop off passengers at existing Metrobus stops. The Collins Avenue bus stops do not include any decal or signage of being a Surfside Shuttle bus stop.
- There were suggestions in both the online and on-board surveys to extend the Surfside Shuttle further into Miami Beach. More feasible options are to transfer to a Metrobus Routes S and 115 or the Miami Beach Trolley North Loop and Collins Express at the Harding and 87th Street sheltered bus stop.
- The regular bus driver of the Surfside Shuttle shared that he has received suggestions from riders to extend the Shuttle to the Walgreens at Collins and 73rd Street. In addition, he has observed that ridership to/from Stella Maris House has declined from a year ago as younger residents are moving in with personal vehicles. The Surfside Shuttle connects with frequent, high ridership Metrobus routes operating along Collins Avenue.
- The bus used on the Surfside Shuttle has adequate A/C. However, in serving Stella Maris the bus must travel through the parking lot with speed bumps. Going over the speed bumps is very loud and jarring to the riders perhaps due to poor shock absorbers.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bal Harbour Shuttle

- The current route design of the Bal Harbour Shuttle has the bus entering all the driveways along Collins Avenue from 96th Street to the Haulover underpass. While this provides front door service for the residents and visitors, it adds an inordinate amount of travel time to the route. The schedule provides 17 to 25 minutes to travel the one mile from 96th Street to the Haulover underpass while entering all the driveways. An average of eight passengers per day board the Shuttle at the front door of the hotels and condos.
- The schedule of the Bal Harbour Shuttle can be confusing. Regular passengers may be familiar but tourists and new residents would find the schedule and route alignment complex. On each trip, the bus operates northbound on Collins Avenue into the driveways, heads back to the Surfside Publix on southbound Collins and Harding Avenues then returns northbound on Collins Avenue without serving the driveways unless a passenger on-board requests entry to a hotel or condo. The schedule shows no stops along northbound Collins

Avenue from the Publix to Sunny Isles Beach. Upon returning from Aventura Mall, the southbound bus U-turns at 95th Street and the operator takes a break. After the break, the Bal Harbour Shuttle returns to northbound Collins Avenue entering all the driveways.

- The door-to-door feature of the Bal Harbour Shuttle along Collins Avenue is not compatible with the fixed alignment operation of this route and is most likely limiting the number of passengers using the Shuttle daily.
- The alignment of the Bal Harbour Shuttle north of the Village overlaps frequent Metrobus service on Collins Avenue to the Aventura Mall.
- If the Bal Harbour Shuttle were to continue to serve Aventura, realigning the route alignment, in both directions to U.S. 1 to serve the bus terminal, instead of using West Country Club Drive, should save about five minutes of travel time.
- The bus used for the Bal Harbour Shuttle is in very good condition.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bay Harbor Islands Shuttle

- The route alignment and schedule of the Bay Harbor Islands Shuttle can be confusing to potential new riders. The first stop is Town Hall and the route loops through both East and West Islands then heads back east to the Surfside Publix. Leaving Publix westbound, the Shuttle loops through Bay Harbor Island but does not serve the West Island on its way to North Miami. The map and schedule brochure does not adequately describe how this Shuttle route alignment is designed, however, there seemed to be minimal confusion except that some passengers asked the driver which way he was going.
- The route operates along Biscayne Boulevard southbound from Costco/Target/Publix in the inside lane and does not pick up riders, therefore, passengers must board a northbound trip to return to Bay Harbor Islands. The bus operator takes a 40 minute lunch break at Costco/Target/Publix at 12:49 p.m. so any passengers boarding to return to Bay Harbor Islands must wait through the lunch break.
- As mentioned in the Ridership Analysis, the route rarely picks up or drops off a passenger in the West Island and six minutes could be saved minutes in the schedule without the West Island loop. The average walking time from the 96th Street stop to the far end of the north West Island would be 10 minutes. The south West Island would have a maximum walking time of five minutes. This change also would make the route easier to understand.

- Although there are some marked bus stops in Bay Harbor Islands, most of the riders hail or request the bus to stop.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

PROPOSED SERVICE PLAN

Based on the data and ridership analysis, the FIU team first developed a series of possible alternatives that included the service plans, headways, and span of service in the same range as the current operating cost. These options were submitted to the project management team prior to completion of the final report. With their feedback, a recommended service plan has been developed that consists of a combined fixed route shuttle serving the three municipalities and an on-demand (door-to-door) service. Based on the information gathering of this project and with attention for a more efficient operation, a new single fixed route called the Surf-Bal-Bay Shuttle for this study. The new route incorporates an improved alignment and better scheduling. The changes from each municipality operating its own shuttle route to the new Surf-Bal-Bay shuttle will reduce overall service hours and costs. This allows for the introduction of a new on-demand service that will provide door-to-door service throughout Bal Harbour, Bay Harbor Islands, and Surfside.

The new Surf-Bal-Bay shuttle route would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This new combined shuttle route would provide first mile/last mile capability for regional trips.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number.

Figure 16 shows the proposed Surf-Bal-Bay Shuttle route and Figure 17 is an enlarged area around Publix for easy visualization of the route and its turns. Appendix C depicts the proposed schedule for the new Surf-Bal-Bay Shuttle route.

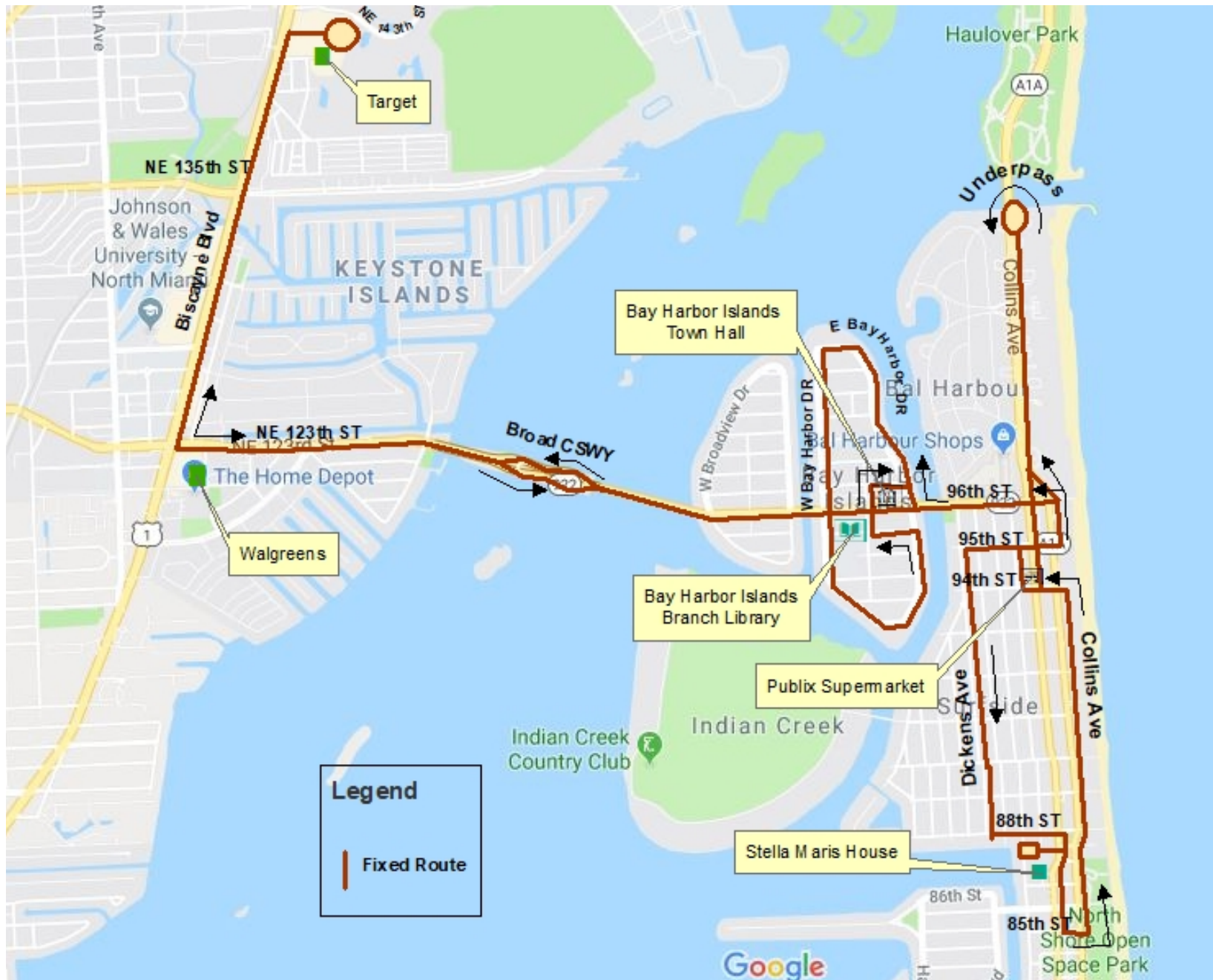


Figure 16 Proposed Surf-Bal-Bay Shuttle Route

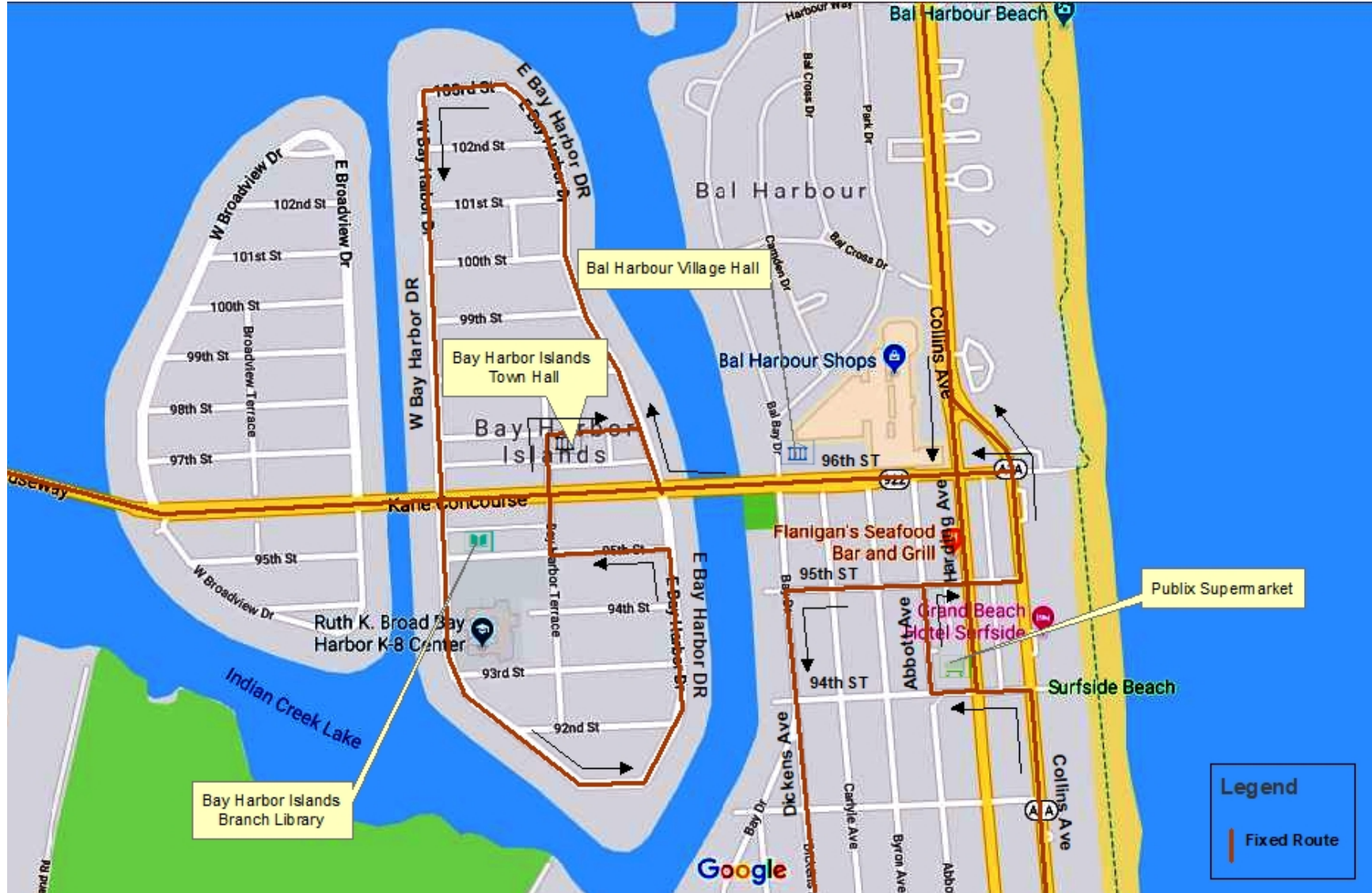


Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Detailed reasoning for the proposed modifications to the current shuttle services of the Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands into a new Surf-Bal-Bay Shuttle are as follows:

Surfside

- Ridership is low prior to 9:00 a.m. with about three boardings per trip. A 9:00 a.m. start time would be consistent with the start times of the current Bal Harbour and Bay Harbor Islands service.
- There is very little ridership in the ‘interior’ of Surfside west of Abbott Avenue. Rather than zig-zagging through this area, it is recommended to use Dickens Avenues between 93rd Street and 88th Street. This would save time and still provide service within walking distance (1/4 mile) for any riders in this area.
- With a library in Bay Harbor Islands, deleting the route segment from the Town line to the North Shore Library is recommended. The new Surf-Bal-Bay Shuttle would serve the Bay Harbor Islands Library. This new route would travel as far south as 85th Street from Harding to Collins Avenue enabling a connection to the Miami Beach Trolley at Harding and 87th Street. Those wishing to go to the North Shore Library can transfer to Metrobus or the Miami Beach Trolley. The new On-Demand service could also provide service to the Library.
- Add designated bus stops for the Surf-Bal-Bay Shuttle along Collins Avenue to serve the hotels and condominiums with signage or decals at existing County bus stops. New bus stops on Collins Avenue are suggested at 89th Street in front of the Mirage and between 91st Street and 92th Street to fill in the gaps of existing Metrobus stops.

Bal Harbour

- The northbound route on Collins Avenue from 96th Street to Haulover Bridge Underpass would stay on Collins instead of turning into every hotel and condo driveway. The Surf-Bal-Bay shuttle can serve County bus stops along Collins Avenue. The current Bal Harbour Shuttle schedule takes too much time to travel along this short section of condos and hotels to the Surfside Publix. About eight passengers per day are boarding the Shuttle inside the driveways off of Collins. The new Surf-Bal-Bay route will provide much more efficient service. Those riders needing front door service will have available the new On-Demand service.
- Later evening service on Fridays and Saturdays after 5:00 p.m. would be discontinued. Nearly all the ridership, which is very minimal, of the evening Friday and Saturday trips

are not coming from or going to Bal Harbour. If someone wants to travel to or from Aventura on Friday and Saturday evenings, Metrobus has service approximately every 15 minutes.

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall about every 15 minutes.

Bay Harbor Islands

- The current Bay Harbor Islands shuttle service to the West Island would not be served by the new Surf-Bal-Bay Shuttle. However, the On-Demand vehicles would provide service to the entire island. Ridership checks of every trip found only two riders used the service on the West Island. Discontinuing this segment of the route will save time and make the route simpler for passengers.
- Costco moved their store to NE 151st Street east of Biscayne Blvd. Bay Harbor Islands is now providing separate service to Costco twice a week. Expansion of this special service is being discussed with Surfside and Bal Harbour. This is a better solution than operating every trip of the Surf-Bal-Bay Shuttle to Costco, since it would add 10 minutes to the round trip schedule.

On-Demand Service

On-Demand service using low speed electric vehicles has become very popular in several municipalities in Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant and one local provider uses a ramp and removes one or two seats for a disabled passenger.

Miami-Dade County adopted an ordinance in 2018 that authorized the use of surtax funds for On-Demand transportation services. The use of surtax funding for on-demand services is limited to trips no greater than a five miles and with the origin or destination be within municipal boundaries. The Miami-Dade County officials consulted for this project seem agreeable to combining the three municipalities into a single transit region.

On-Demand service is flexible to adjust service for the ridership demand that will be generated. The number of vehicles can be modified based on the amount of ridership for a specific day or time period. For example, if ridership is high in the afternoon peak another vehicle could be added and if ridership is low on weekend mornings, the number of vehicles may be reduced. The providers of low speed electric vehicles use technology to track their vehicles to provide real-time information of location and the number of passengers.

On-Demand service would provide First Mile/Last Mile service within the three municipalities. The On-Demand service recommended for Surfside, Bal Harbour, and Bay Harbor Islands along with the proposed minibus route would encourage more ridership of the County public transportation system.

Although it is likely that on-demand, door-to-door service will be accepted by existing riders; a trial period is suggested for those not familiar with this type of service. If a contractor who provides low speed electric on-demand service is willing, a no-cost demonstration should be requested to work out any initial complications with the new type of service.

Low Speed Electric Vehicle Operators

Two local operators of low speed electric vehicles have been providing service in Miami-Dade County. They are Freebee and U-Ride which provide on-demand service using a smartphone app or telephone request.

Freebee

Freebee uses electric transportation that promotes energy efficient service. Their service is currently being used by other municipalities and areas within Miami-Dade County such as Coral Gables, Key Biscayne, Miami, Miami Beach, Wynwood, Downtown, Brickell, Miami Lakes, Coconut Grove, and Hallandale Beach. It is also being tested by other municipalities such as Doral as a means of filling the first and last mile gap by operating as a feeder to the existing transit service.

Freebee provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2019.

The following is the website for Freebee: <https://ridefreebee.com/>

U-Ride

A similar service is U-Ride which provides on-demand transportation service like a taxi, Uber or Lyft in Miami-Dade County. The vehicles are electric and can be used as complementary transportation service.

U-Ride provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2018 and ran a pilot project in Surfside to hotels and the business district in Jan/Feb 2019.

The following is the website for U-Ride: <https://theuride.com/>

Based on the feedback from the three municipalities, a demonstration project should be considered to test the viability of the on-demand system using low speed electric vehicles.

First Mile/Last Mile

An obstacle to public transportation usage is that it's not always accessible for the beginning and end of a person's trip. This dilemma when the distance to or from a public transit stop or station exceeds a person's comfortable walking distance is commonly referred to as the First Mile/Last Mile problem. In general, most prospective transit riders are willing to walk up to ¼ of a mile at the start or end of their trip. Distances greater than ¼ of a mile, poor weather, or walking surfaces in poor condition can make it a challenge to use public transportation.

An emerging solution to the First Mile/Last Mile problem is Microtransit, which is a multi-passenger transportation service with smaller vehicles. In Miami-Dade County, many municipalities are including on-demand transit service to provide First Mile/Last Mile connection. In most cases, the on-demand service is being provided by low-speed electric vehicles. Microtransit companies such as Freebee and U-Ride embrace the latest technology such as smartphone apps and real-time tracking information to provide door-to-door service within minutes of a service request.

Surfside, Bal Harbour, and Bay Harbor Islands are bracketed by two major north-south corridors: U.S. 1 (Biscayne Boulevard) and A1A (Collins Avenue). The U.S. 1 Corridor, which is heavily traveled with high transit (Routes 3 and 93MAX) ridership, is one of the Miami-Dade County SMART Plan corridors, both local and regional for future rapid transit. Although the A1A corridor, is not one of the SMART Plan corridors, it does have very frequent Metrobus service (Routes S and 120 Beach MAX) with more than 15,000 boardings per day from Aventura Mall to South Beach. Improved connectivity between these two major transportation corridors and residents and visitors of these three municipalities would have a positive impact on the SMART Plan.

The recommended service plan to create the Surf-Bal-Bay Shuttle would connect to both the U.S. 1 and A1A Corridors. The new combined Shuttle system and On-Demand service will provide First Mile/Last Mile service within the municipalities to and from transit hubs along these corridors.

Mount Sinai Medical Center

There have been requests to extend shuttle service to the Mount Sinai Medical Center on Alton Road. There are more cost effective options to provide service to Town residents wishing to travel to Mount Sinai as follows:

1. Transfer from the potential Surf-Bal-Bay Shuttle serving the three municipalities to Metrobus Route 115. The transfer point would be at the sheltered bus stop on Harding

Avenue and 87 Street right before the entrance into Stella Maris. Route 115 serves the Medical Center every hour on weekdays.

2. On-Demand transportation service in Miami-Dade County is limited to trip distance no greater than five miles. This is the approximate distance from the center of the Town of Surfside to the Mount Sinai Medical Center.
3. Sunny Isles Beach provides free transportation with two daily round trips to and from Mount Sinai Medical Center on Monday, Wednesday, and Fridays. This service requires for Sunny Isles Beach residents to make reservations for the service. Although Surfside has requested participation with the Sunny Isles Beach service in the past without success, they may wish to try one more time.

Haulover Skate Park

The Haulover Skate Park is on the east side of the park between the Haulover bridge and the traffic signal to Haulover Marina. An option may be to use public transportation to the Skate Park is Metrobus Route S or the Route 120 Beach MAX. Metrobus vehicles have bike racks on the front of all buses. There is a northbound stop next to the skate park; however, getting to the southbound stop by crossing Collins Avenue may not be safe.

Extending the proposed Surf-Bal-Bay Shuttle is another option. Even so, it is suggested to extend the Surf-Bal-Bay Shuttle only on weekends and holidays. The Shuttle could drop off and pick up riders at the same northbound stop, however, to return southbound, a U-turn would be needed west of Collins on the Marina roadways. It is estimated that the additional travel time to the Surf-Bal Bay route would be 7 to 8 minutes which may require changing the weekend frequency from 60 to 65 minutes.

On-demand vehicles are too small for bicycles but should be OK for skateboards. Perhaps one or two bicycles could be brought onto a minibus but that may be hazardous if the bus makes a sudden stop.

CONCLUSIONS AND RECOMMENDATIONS

The Town of Surfside, Bal Harbour Village, and the Town of Bay Harbor Islands provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping areas. However, the three municipalities realized that there was room for improvement with the current transit service to develop a more efficient and cost-effective system with better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to recommend a more efficient and cost-effective public transportation operation for Surfside, Bal Harbour, and Bay Harbor Islands that better meets improves the mobility of residents and visitors.

This report documents all aspects of this study with feedback from the community and reviews and comments from representatives of the three municipalities. The following are the key findings of this study:

- The three municipalities currently coordinate their systems with a central transfer point (Surfside Publix), and a single transit information brochure.
- All three shuttle routes were rated highly by the passengers.
- Ridership for the Bay Harbor Islands Shuttle is reasonable, while the Surfside Shuttle is a little lower. The Bal Harbour Shuttle has low ridership especially in light that there are more service hours per week as compared to the Surfside and Bal Harbor Islands Shuttles.
- The County has approved the use of surtax proceeds for On-Demand service. Door-to door service would be significant upgrade for the residents and visitors of the three municipalities.

Recommended Service Plan

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide

more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

There should be some routing changes to the new fixed route shuttle for more efficient service as follows:

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall approximately every 15 minutes.
- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle; however, the on-demand vehicles would provide service to the entire island.
- The minibus service provided by the Surfside Shuttle to the North Beach Library in Miami Beach would be discontinued, but the North Beach Library would continue to be served with the new on-demand service.
- The new Surf-Bal-Bay minibus route would serve the Bay Harbor Islands branch library. Because of low ridership, a minor modification of the fixed route service in Surfside would be to operate along Dickens Avenue instead of the current winding Surfside Shuttle alignment west of Harding Avenue.

The new on-demand service using low speed electric vehicles has become very popular in several municipalities of Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant. One local provider uses a ramp and removes one or two seats for a disabled passenger. If possible, a no-cost demonstration period should be requested to allow residents to become familiar with new type of service and to assure that it will be accepted especially by current shuttle riders.

Resource Impacts of Recommended Plan

The estimated resource impact of the Recommended Service Plan would be two minibuses and two on-demand vehicles. The estimated hourly cost for the minibus service is based on the average of the current hourly costs for the Surfside and Bal Harbour Shuttles. The on-demand service would operate within the boundaries of the three municipalities with extensions to Biscayne Boulevard and NE 151 Street on the mainland and along Collins/Harding Avenues to 72 Street in Miami Beach. With on-demand service operating on Biscayne Boulevard, one of the two on-demand vehicles would need to be the XL vehicle to allow operation on roadways (Biscayne Boulevard) with speed limits that exceed 35 mph. The XL vehicle, which also has more seating, will increase total costs slightly. The estimated cost for the on-demand service is based on information provided from a local on-demand operator.

Number of Minibuses: 2
Minibus Hours/year: 4,080
Estimated Cost per hour: \$43.00

Number of on-demand vehicles: 2
On-demand hours/year: 5,840
Estimated Cost per hour: Standard Vehicle \$29.55 w/ advertising \$33.88/hour w/o advertising
XL Vehicle \$36.48 w/ advertising \$42.25/hour w/o advertising

Estimated Annual Cost: \$368,200 w/ advertising
Estimated Annual Cost: \$397,700 w/o advertising

Action Steps

It is recommended that, to provide better service to the citizens and visitors of Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands, the following action steps should be performed:

- Apply for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Contact CITT to advise of planned changes to current service and to ensure compliance.
- Public hearings with each Council/Commission with advance notice to residents and current passengers.
- Coordinate with Miami-Dade DTPW to prepare amendment(s) to the existing interlocal agreements, preferably a new single interlocal agreement for all three municipalities.
- If approved by each Council/Commission, commence the procurement process for On-Demand service using low speed electric vehicles either jointly or separately. Consider including a free demonstration with opt-out clause during demo period.
- Meet with current Shuttle operators to advise of the changes in service and either renegotiate or terminate the current agreements with preparation of a new one.
- If changes to fixed route service are accepted, have route operator(s) drive the route to familiarize with the new alignment and to make sure that all turns can be made safely.
- Install or modify bus stop signage along the fixed route shuttle alignment. Stop on hail is reasonable for roadways with light traffic. Major roads such as Collins, Harding, 96 Street, and Biscayne Blvd. should have signed bus stops.

- Prepare a new route/schedule brochure in both English and Spanish including information on how to request and use the on-demand service.
- Promote service changes in Town newsletters and social media and print handouts in English and Spanish to be distributed to passengers by the drivers.
- Update websites with the new transit service changes, including maps, schedules, and on-demand service information
- Prepare maps, schedules, and on-demand service information for Miami-Dade DTPW to include in the County information system.
- Miami-Dade County requires real time tracking equipment for fixed routes and implementation should be synchronized with the start of the new service.
- Arrange for a kick-off event for first day of service including government officials, celebrities, free gifts, discount coupons, etc.
- For the first few days, have city staff riding the modified fixed route to assist passengers with new routing and the on-demand service.

Future Considerations

It is also suggested that the following items be considered to improve the transit service provided:

- Develop standards and a monitoring plan to measure the effectiveness of the new system. Also record and respond to all complaints and comments to determine public acceptance. It is suggested that for effective monitoring of the transit service, the following service standards, need to be taken in consideration: riders per service hour, daily/monthly/yearly ridership, on-time performance, and cost per service hour.
- Provide benches and shelters at locations with high passenger activity.
- Promote the service through marketing campaigns such as website announcement or community newsletters.
- Continue to coordinate with Miami-Dade County and the CITT.

- Consider the use of available technology for vehicle tracking and passenger counting systems. Miami-Dade County passed an ordinance for all municipal systems have a tracking system compatible with the County's system. In addition, ridership counts must be reported to the County on a regular basis.
- Monitor services and conduct periodical surveys to assess the changes in ridership and preferences.

APPENDIX A

On-Board Surveys (English and Spanish) for

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands

On-Board Survey - Surfside Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Surfside needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Surfside Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Surfside Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Surfside Shuttle today?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a full-time or seasonal resident of Surfside?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other_____

9. How often do you ride the Surfside Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of the Town would you like the Surfside Shuttle to travel to?

11. How would you rate the Surfside Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Surfside Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Surfside

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Surfside necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Surfside?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Bal Harbour Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Surfside?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras
b) Conduciré o me llevarán _____
c) Me transferiré a otro bus:
☐ Bal Harbour Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Surfside hoy?
a) No conduzco _____ b) No hay un auto disponible _____
c) El bus es conveniente _____
d) El bus es económico _____
e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente permanente o temporal de Surfside?
☐ Sí ☐ No

- Si No eres residente de Surfside, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Bal Harbour
☐ Bay Harbor Islands
☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Surfside?

a) Todos los días _____
b) Dos o más días por semana _____
c) Una vez por semana _____
d) Uno a tres días por mes _____
e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Surfside?

11. ¿Cómo calificaría el bus de Surfside?

	Muy Bueno	Bueno	Anto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Surfside?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____
Menos paradas _____
Más rutas de transporte a otras áreas _____
Horas de servicio más temprano o más tarde _____
Más paradas de autobuses y bancos _____
Servicio más frecuente _____
Servicio de fin de semana _____
Otro _____

13. ¿Cual es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bal Harbour Shuttle

Date _____

Surveyor's Initials _____

Time _____

Bal Harbour Village needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bal Harbour Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked _____ blocks b) Drove or Dropped Off _____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other _____

3. Where are you coming from?

a) Home _____ b) Work _____ c) School _____

d) Shopping _____ e) Medical _____ f) Other _____

4. Where are you going on this trip?

a) Home _____ b) Work _____ c) School _____

d) Shopping _____ e) Medical _____ f) Other _____

5. Where will you get off the Bal Harbour Shuttle?

(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk _____ blocks

b) Drive or Dropped Off _____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other _____

7. Why are you using the Bal Harbour Shuttle today?

a) I don't drive _____ b) No car available _____

c) Shuttle is convenient _____

d) Shuttle is economical _____

e) Traffic/Parking is a problem _____

8. Are you a full-time/seasonal resident of Bal Harbour?

☐ Yes ☐ No

Do you have any comments? _____

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other _____

9. How often do you ride the Bal Harbour Shuttle?

a) Every Day _____

b) 2 or more days per week _____

c) Once a week _____

d) 1 to 3 days per month _____

e) This is my first time _____

10. What other places either within or outside of Bal Harbour would you like the Shuttle to travel to?

11. How would you rate the Bal Harbour Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Bal Harbour Shuttle?

(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops _____

Fewer stops _____

More shuttle routes to other areas _____

Earlier or later hours of service _____

More bus shelters and benches _____

More frequent service _____

Weekend service _____

Other _____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Encuesta – Bus de Bal Harbour

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bal Harbour necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bal Harbour?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?

a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Bal Harbour?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras

b) Conduciré o me llevarán _____

c) Me transferiré a otro bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Bal Harbour hoy?

a) No conduzco _____ b) No hay un auto disponible _____ c) El bus es conveniente _____

d) El bus es económico _____

e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente de Bal Harbour?

☐ Sí ☐ No

- Si No eres residente de Bal Harbour, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Surfside

☐ Bay Harbor Islands

☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Bal Harbour?

a) Todos los días _____

b) Dos o más días por semana _____

c) Una vez por semana _____

d) Uno a tres días por mes _____

e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bal Harbour?

11. ¿Cómo calificaría el bus de Bal Harbour?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bal Harbour?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____

Menos paradas _____

Más rutas de transporte a otras áreas _____

Horas de servicio más temprano o más tarde _____

Más paradas de autobuses y bancos _____

Servicio más frecuente _____

Servicio de fin de semana _____

Otro _____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bay Harbor Islands Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Bay Harbor Islands needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?
a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?
a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?
a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Bay Harbor Islands Shuttle?
a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a resident of Bay Harbor Islands?
☐ Yes ☐ No

Do you have any comments?_____

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bal Harbour

☐ Miami Beach

☐ Other_____

9. How often do you ride the Bay Harbor Islands Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of Bay Harbor Islands would you like the Shuttle to travel to?

11. How would you rate the Bay Harbor Islands Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements you would like for the Bay Harbor Islands Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Encuesta – Bus de Bay Harbor Islands

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bay Harbor Islands necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bay Harbor Islands?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?

a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Bay Harbor Islands?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras

b) Conduciré o me llevarán _____

c) Me transferiré a otro bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Bay Harbor Islands?

a) No conduzco _____ b) No hay un auto

disponible _____ c) El bus es conveniente _____

d) El bus es económico _____

e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente de Bay Harbor Islands?

☐ Sí ☐ No

¿Tienes algún comentario? _____

- Si No eres residente de Bay Harbor Islands, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Surfside

☐ Bal Harbour

☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Bay Harbor Islands?

a) Todos los días _____

b) Dos o más días por semana _____

c) Una vez por semana _____

d) Uno a tres días por mes _____

e) Esta es mi primera vez _____

10. ¿A qué otros lugares, dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bay Harbor Islands?

11. ¿Cómo calificaría el bus de Bay Harbor Islands?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bay Harbor Islands?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____

Menos paradas _____

Más rutas de transporte a otras áreas _____

Horas de servicio más temprano o más tarde _____

Más paradas de autobuses y bancos _____

Servicio más frecuente _____

Servicio de fin de semana _____

Otro _____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

APPENDIX B

Amended Section 31-102 of the Code of Miami-Dade County

Amended Section 29-124 of the Code of Miami-Dade County

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
10-2-18

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL CIRCULATORS;
AMENDING SECTION 31-102 OF THE CODE OF MIAMI-
DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES
TO PROVIDE CIRCULATOR ROUTE INFORMATION FOR
INTEGRATION INTO THE COUNTY'S TRANSIT TRACKER
APPLICATION AND TRANSIT RIDERSHIP INFORMATION
TO THE COUNTY; REQUIRING COUNTY AND MUNICIPAL
TRANSIT RIDERSHIP DATA REPORTS; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, many municipalities in Miami-Dade County are providing circulator service within their municipal boundaries pursuant to section 31-113 of the Code of Miami-Dade County, Florida and through an interlocal agreement with the County; and

WHEREAS, said service has proven popular with the residents of and visitors to the County; and

WHEREAS, the County currently has a smartphone transit tracker application that allows transit patrons to, among other things, find information regarding Metrobus routes and current time of arrival for Metrorail, Metromover, and Metrobus; and

WHEREAS, integrating the municipal circulator service information as part of the County transit application would provide for better mobility options and help Miami-Dade County and municipal transit services serve as one complementary system; and

WHEREAS, analyzing transit ridership information from Miami-Dade County and municipal transit services in a holistic manner helps transit planners and policymakers make better informed decisions regarding the provision of transit services within Miami-Dade County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 31-102 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 31-102. Definitions.

For the purposes of this article, the following definitions shall apply:

* * *

- (f) *Circulator* service means the provision of fixed route or semi-fixed route transportation service where at least 70 percent of the route is within 1 municipality. Motor vehicles owned, operated by or operated under contract with a municipality in a local public transportation system may provide circulator service when authorized by an interlocal agreement with Miami-Dade County which has been approved by the Board of County Commissioners. The interlocal agreement and any certificate of transportation, chauffeur's registration and permit issued to provide circulator service pursuant to an interlocal agreement shall require, among other things, that the municipality, operator, vehicles and chauffeurs comply with safety, mechanical and vehicular standards mandated by the Department of Transportation and Public Works, and any applicable state or federal requirements. >>Additionally, for any new interlocal agreement or any amendment to an existing interlocal agreement, the agreement (1) must include a provision requiring that the municipality provide to the County the municipality's real time circulator service route information in a format approved by the Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System, and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications, and (2) must include a provision requiring municipalities to provide

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

to the County on a quarterly basis municipal daily transit ridership data for both circulator and on-demand services<< >>and a description of any area within the municipal boundaries not being serviced by the municipal transit services<<² >>. Said data shall be due to the County within 15 days from the end of the corresponding quarter. Within 30 days of receipt of the information from a municipality, the County Mayor or County Mayor's designee shall place a report showing the municipal transit service ridership information, in addition to County transit ridership information for the corresponding quarter, on an agenda of the Board of County Commissioners pursuant to Ordinance No. 14-65.<< Where a municipality intends to provide circulator service pursuant to a contract with a third party, said municipality shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

* * *

Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

² Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

Section 3. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

A handwritten signature in black ink, appearing to read 'APL', with a large, stylized flourish underneath.

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor:	Commissioner Daniella Levine Cava
Co-Sponsors:	Vice Chairwoman Audrey M. Edmonson
	Commissioner Eileen Higgins
	Commissioner Dennis C. Moss
	Commissioner Rebeca Sosa

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(B)
1-23-19

ORDINANCE NO. _____

ORDINANCE RELATING TO THE PEOPLE'S
TRANSPORTATION PLAN AND CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS; AMENDING
SECTION 29-124 OF THE CODE OF MIAMI-DADE COUNTY,
FLORIDA, BY A TWO-THIRDS VOTE OF THE COMMISSION
MEMBERSHIP; REQUIRING MUNICIPALITIES TO ENTER
INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY
AUTHORIZING THE USE OF CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS FOR
ON-DEMAND TRANSPORTATION SERVICES; IMPOSING
CERTAIN REQUIREMENTS FOR THE AGREEMENT;
PROVIDING SEVERABILITY, INCLUSION IN THE CODE,
AND AN EFFECTIVE DATE

WHEREAS, section 29-124 of the Code of Miami-Dade County, Florida (the "Code"),
provides that municipalities may fund on-demand transportation services as defined in section
212.055(1)(e), Florida Statutes, with their share of surtax proceeds; and

WHEREAS, on-demand transportation services when coordinated with existing County
transit services may augment transportation options and provide for better mobility solutions for
heavily congested areas; and

WHEREAS, requiring municipalities to coordinate with the County in order to provide
for an implementation plan for surtax funded on-demand transportation services will promote the
efficient use of surtax funds; and

WHEREAS, this Board wishes to ensure that on-demand transportation services funded
by surtax proceeds enhance existing transit services and function as a first-and-last mile solution
for County residents and visitors,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 29-124 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

**Sec. 29-124. - Special fund created; uses of surtax proceeds; and
role of Citizens' Independent Transportation
Trust.**

The surtax proceeds collected by the State and distributed hereunder shall be deposited in a special fund set aside from other County funds in the custody of the Finance Director of the County. Moneys in the special fund shall be expended for the transportation and transit projects (including operation and maintenance thereof) set forth in Exhibit 1 to this article (including those projects referenced in the ballot question presented to the electors to approve this levy) and the adopted Five Year Implementation Plan, subject to any amendments thereto made in accordance with the Transportation Planning Organization ("TPO") process or made in accordance with the procedures specified in subsection (d) of this section.

Expenditure of surtax proceeds for contracts procured by or on behalf of Miami-Dade Transit or for transit-related procurements shall be subject to the following limitations:

* * *

- (h) Twenty percent of surtax proceeds shall be distributed annually to those cities existing as of November 5, 2002 that meet the following conditions:
 - (i) That continue to provide the same level of general fund support for transportation that is in their FY 2001-2002 budget in subsequent Fiscal Years. Any surtax proceeds received shall be applied to supplement, not replace a city's general fund support for transportation;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

- ii) That apply 20 percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays, on-demand transportation services as defined in Section 212.055(1)(e), Florida Statutes, as may be amended from time to time, or other transit-related infrastructure. >> The use of surtax proceeds for on-demand transportation services must be authorized by an interlocal agreement with the County which has been approved by the Board of County Commissioners. The interlocal agreement shall require, among other things, that the city, operator, vehicles and chauffeurs comply with applicable safety, mechanical and vehicular standards required by the County, and any applicable state or federal requirements, and shall detail the implementation plan and fare structure for the on-demand services. << The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; or (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph. Any city that cannot apply the 20 percent portion of surtax proceeds it receives as provided in this paragraph, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. If the city cannot expend such proceeds in accordance with this paragraph and does not contract with the County as described in this paragraph, then such proceeds shall

carry over and be added to the overall portion of
surtax proceeds to be distributed to the cities in the
ensuing year and shall be utilized solely for the
transit uses enumerated in this subsection (ii);

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective six (6) months after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. This ordinance may only be amended or repealed by a two-thirds vote of the Board of County Commissioners. Any amendment or repeal of this ordinance shall further require a minimum of six weeks between first and second reading.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Dennis C. Moss



APPENDIX C

Schedule Information for Proposed Surf-Bal-Bay Shuttle Route

Surf-Bal-Bay Shuttle Proposed Schedule

Run#	Depart Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Saks Bal Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Arrive Target	Depart Target	Walgreens NE 123 St. & Bisc. Blvd.	Bay Harbor Is. Town Hall	Bay Harbor Islands Library	Arrive Surfside Publix
2										9:25 AM	9:32	9:39	9:47	9:55
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X							
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X							

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 20.

ITEM: Discussion requested by Council Member Reid regarding possible charter amendments to address the size of the Town Council and an elected Mayor.

DESCRIPTION:

Town Charter

Section 2.01. - Powers; Membership.

(a) There shall be a Town Council (the "Council") vested with all legislative and policy making powers of the Town. (b) The Council shall consist of seven (7) Council Members elected at-large (collectively, "Council Members," individually, each is a "Council Member"). References in this Charter to Council Members shall include the Mayor unless the context otherwise requires. (c) The Council shall be the judge of the election and qualifications of its members and for such purpose shall have power to subpoena witnesses and require the production of records, but the decision of the Council in any case shall be subject to review by the courts.

Section 2.02. - Mayor; Vice-Mayor.

(a) Election. The Council shall elect a Council Member to serve as Mayor and another to serve as Vice-Mayor at the first Council meeting following each election. (b) Mayor. The Mayor shall have the following powers and duties: (1) Preside over meetings of the Council. (2) Be recognized as the head of the Town government for all ceremonial purposes and for the purposes of administering martial law as directed by the Governor. (c) Vice-Mayor. In the absence or disability of the Mayor, the Vice Mayor shall assume all the powers, authority, duties and responsibilities of the Mayor. Where the office of the Mayor has been vacated, the Vice-Mayor shall succeed the Mayor and assume his/her powers and duties for the remainder of the Mayor's unexpired mayoral term.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

None

AGENDA ITEM REPORT

November 12, 2019

ITEM NUMBER: 21.

ITEM: Discussion requested by Council Member Leonard regarding the density cap, parking requirements, and other zoning regulations in the B-1 District.

DESCRIPTION:

Enclosed is a copy of Section 23-1 (C) Land Development Regulations for the B-1 Business District.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Land Development Regulations - B1 District

Sec. 23-11. - Land development regulations.

(C) *B-1 Business district.*

Building setbacks:

(1) *Kane Concourse (96th Street):* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in [section 23-12](#), and permissible sidewalk cafes and other uses specified herein, shall encroach into the public right-of-way for the Kane Concourse (55 feet from the centerline of the roadway).

(2) *East Bay Harbor Drive, West Bay Harbor Drive, Bay Harbor Terrace, 95th Street and 97th Street:* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in [section 23-12](#), and permissible sidewalk cafes and other uses specified herein, shall be erected or altered to be less than an average of five feet from the aforementioned public rights-of-way. Within the required setback areas, landscaping including foundation plantings, plazas, sculptures and the like shall be installed. At least 75 percent of the area shall be provided with landscape materials. The remaining area may include hardscape such as walkways, pavers and the like. For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 15 feet. The town council reserves the right to modify the additional building setback provisions listed above due to increased building height for parking garage structures on town-owned lands.

(3) *Alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20 and [21](#):* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in [section 23-12](#) shall encroach into the public right-of-way. Notwithstanding and above, setbacks shall be provided to provide for required loading areas and service deliveries so that the alley is not blocked from vehicular traffic movements.

(4) *Interior side setbacks:* No setback is required along interior side property lines.

(5) *Special provisions for Lot 2 in Block 1:*

(a) *East Bay Harbor Drive.* The minimum setback shall be not less than 20 feet for buildings up to 25 feet in height. In addition, for any structure over 25 feet in height, the setback shall be increased one foot for each two feet in height for that portion of the building over 25 feet in height with a maximum setback of 30 feet.

(b) *Waterfront property line.* The minimum setback shall be not less than 20 feet.

(c) *Side property lines.* A side yard setback on the southerly side of the lot of not less than ten feet for buildings up to 25 feet in height. A side yard setback on the northerly side of the lot of not less than ten feet for buildings up to 25 feet in height. For each additional two feet of building height above 25 feet, there shall be one additional foot of building setback for that

portion of the structure over 25 feet in height. Notwithstanding the above, if Lot 2 is developed as part of a unified development with Lot 1 in Block 1, a side setback shall not be required on the lot line separating the lots. If Lot 2 is developed independently from Lot 1 in Block 1, the maximum side yard setbacks shall be 15 feet.

(d) *[Exceptions.]* Notwithstanding the above regulations, the Town Council may modify setback requirements for any building area above 25 feet in height on East Bay Harbor Drive and waterfront property lines if a continuous pedestrian plaza environment is constructed the full width of the setback area. Perpendicular vehicular driveways and/or drop-off areas may be permitted. In no instance shall any building setback be less than ten feet.

(6) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the town council may allow portions of the building structure to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 25 feet in height.

(7) *Special residential/hotel setback provisions.* If a residential or hotel use is provided as part of a mixed-use development, and the uses are located at ground level fronting the streets described in subsection (2) above, the minimum building setbacks shall be increased to a minimum of 20 feet. The minimum required setback areas may be utilized for landscaping, patios, stairs and terraces provided the area is walled and/or fenced from the adjoining roadway with landscaping between the right-of-way and the face of any wall/fence.

Miscellaneous regulations:

(8) *Building height:* No building or portion thereof shall exceed 65 feet in height, except for those allowable rooftop structures listed in subsection [23-12](#)(25) ("standard height"). Notwithstanding the above, buildings or portions of buildings in the district may be increased with bonus height up to a maximum of 75 feet in height ("maximum height") except for those allowable rooftop structures listed in subsection [23-12](#)(25), upon the submission of a written request setting forth the proposed participation and contribution into the town's public benefit program ("request"), as set forth below, provided:

- a) The town council approves the request at a public meeting; and
- b) The developer participates and contributes to the town's public benefits program as set forth herein.

(8.1) *Public benefits program.* The intent of the public benefits program established in this section is to allow bonus building height in the B-1 Business District up to the maximum height in exchange for a developer's contributions to specified programs that provide benefits to the public. The bonus height

may be permitted if the proposed development contributes toward the specified public benefits, in the manner and amount set forth herein.

(8.2) The bonus height may be permitted from the standard height up to the maximum height in exchange for contribution to the town for one or more of the following public benefits:

- Affordable/workforce housing equal to at least 25 percent of the number of dwelling units proposed (sales/rental costs 120 percent or less of the median family income of Miami-Dade County);
- Dedication and construction of public parks and open space (land/facilities) of a size, location, and types of facilities acceptable to the town;
- Undergrounding electrical, telecommunication and other overhead wire and pole facilities (min. underground one complete platted block in the business district, or payment in lieu of the cost to the town thereof);
- Green buildings (USGBC Gold or Platinum only);
- Excess parking spaces above the minimum Code requirements for the project that are available and open for general public use (at least 25);
- Public buildings, land and facilities owned by the town;
- Public infrastructure projects listed in the town's capital improvement plan (CIP); or
- Any other contribution(s) acceptable to the town council, provided that the contribution(s) serve a public purpose.

(9) *[Recreational amenities:]* Residential development shall provide recreational amenities for its residents. The recreational facilities shall be located on site or in near proximity to the subject site if approved as part of the site development plan for the property. The criteria shall be at least the standard in the town's adopted comprehensive plan and land development regulations (LDRs) and may include land dedications, construction of facilities, payment of monies in lieu thereof, or other arrangement as approved by the town.

(10) *Maximum allowable density:* The maximum allowable base density shall be 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) is 80 dwelling units per acre. Partial units below one-half are rounded down to the nearest whole number. Individual project density may be increased on a case-by-case basis only through the process described in [section 23-22](#) entitled Transfer of Development Rights (TDR).

(11) *Maximum number of hotel rooms:* The maximum number of hotel rooms shall not exceed 70 rooms per acre.

(12) *Maximum building length/breezeways.* A building containing residential uses may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height nor buildings within 50 feet of the Kane Concourse. The Planning and Zoning Board may modify the application of this requirement in instances where enhanced architectural articulation and detailing is provided on the building facade to break the massing of the building.

(13) *Transparent storefronts on Kane Concourse:* Building facades fronting on Kane Concourse shall provide for a "storefront" appearance; that is, primarily glass windows to showcase products and activities. A minimum of 75 percent of the first floor building facade must be glass. No window film or interior improvements within ten feet of the window shall be constructed which have the effect of blocking visibility into the storefront. No existing storefronts shall be allowed to remodel with the replacement of glass storefronts to other materials.

(14) *Pedestrian walkways required from Kane Concourse, 95th Street and 97th Street to rear parking areas:* Buildings constructed along the Kane Concourse, 95th Street or 97th Street frontage shall provide for periodic pedestrian walkways from the sidewalk on those roadways to any parking areas to the rear of the buildings unless otherwise approved by the town council during consideration of a site plan. A walkway shall be a minimum of five feet in width. This requirement shall apply to new developments and redevelopment activities. The exact location, spacing and design shall be determined at the time of site plan approval. At a minimum, the town's goal is to provide at least one walkway in each block fronting on the Kane Concourse. Pedestrian walkways between the Kane Concourse and any rear parking areas located less than 150 feet from West Bay Harbor Drive, East Bay Harbor Drive or Bay Harbor Terrace shall not meet the intent of this provision.

(15) *Shared parking/parking reduction for mixed-use development:* Mixed-use developments may require less parking than indicated by traditional parking rates due to varying parking demands for each land use. If an applicant requests to reduce the parking requirements for a mixed-use development below the minimum requirements of this chapter, a shared parking study shall be submitted to the town for consideration. The town may elect to retain qualified professionals to review and comment on the request and the applicant shall reimburse the town for any expenses incurred in that review. The shared parking study shall be prepared and certified by a registered professional engineer, architect or planner experienced in parking studies. The shared parking study shall comply with the methodology in the Urban Land Institute's "Shared Parking" manual, as it may be amended. As a minimum, the study shall include tenant uses, square footage, the required parking code for each use, hours of operation, total parking provided, uses utilizing shared parking, hourly parking accumulation and requested reduction of parking spaces. The town council shall determine if shared parking arrangements will provide adequate parking for the development and any reasonably foreseeable future user(s) of the site.